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, January 20, 2016
Marathon Government Center
2798 Overseas Highway, MM 47.5 (Gulf)
Marathon, Florida 33050

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

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 Declaring January, 2016 As Take Stock In Children Month In Monroe County Florida.
   ADD-ON 1/11/16.

   Documents: B1A.PDF

C. BULK APPROVALS - COMMISSIONER RICE

1. 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.

   Documents: C1.PDF

2. 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.

   Documents: C2.PDF

3. 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.

   Documents: C3.PDF

4. Approval To Issue A Bid Solicitation For Vending Machine Concession Services At The Key West International Airport And The Florida Keys Marathon International Airport.

   Documents: C4.PDF

5. 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.

   Documents: C5.PDF

6. Approval Of An Agreement With Parsons Brinckerhoff, Inc For Construction Engineering And Inspection (CEI) Services For The Card Sound Bridge Repair Project.

   Documents: C6.PDF

7. Approval To Award Contract To Coastal Gunite Construction Co. In The Amount Of $2,969,512.25 For The Card Sound

Bridge Repair Project.

Documents: C7.PDF

8. Approval To Award A Contract To Kisinger Campo & Associates, The Highest Ranked Respondent, For Design & Permitting Services For The Garrison Bight Bridge Repair Project.

   Documents: C8.PDF

9. 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.

   Documents: C9.PDF

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

    Documents: C10.PDF

11. 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.

    REVISED BACKUP 1/12/16: REVISED AIS WORDING ONLY.
    DAY OF MEETING: CORRECTING WORDING ON THE REVISED AGENDA TO REFLECT THE WORDING ON THE REVISED AIS.

    Documents: C11R.PDF

12. Approval Of A Resolution To Waive M.C.C. Section 18-25(B)(1), Which Prohibits Possession Of Alcoholic Beverages At Higgs Beach On May 22, 2016 For The 9th Annual Keys100 Ultra-Marathon Race.

    Documents: C12.PDF

13. 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.

    Documents: C13R.PDF

14. Approval Of A Six Month Lease Extension Agreement With Pamela Uslander For A Mobile Food Concession At Higgs Beach.

    Documents: C14R.PDF

15. Approval Of A 1st 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).

Documents: C15R.PDF

16. 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.

REVISED BACK-UP 1/12/16 : Revised Amendment inserted.

Documents: C16R.PDF

17. Approval Of Amendment To Agreement Dated 11/24/2015, Between GA Food Service, Inc., And Monroe County Board Of County Commissioners (BOCC) / 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.

Documents: C17R.PDF

18. Ratification Of Modification #4 Of Federally-Funded Reoccurring Low Income Home Energy Assistance Program (LIHEAP), Subgrant Agreement # 15EA-0F-11-54-01-019 Between The State Of Florida, Department Of Economic Opportunity And Monroe County Board Of County Commissioners/Monroe County Social Services For The Contract Period Of 4/1/15 To 3/15/16, In The Amount Of $212,598

Documents: C18R.PDF

19. 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 (10/1/14 – Services End On 9/30/15; Contract Ends On 12/31/15) 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.

Documents: C19R.PDF

20. 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.

DAY OF MEETING: CORRECTING THE WORDING ON REVISED AGENDA TO REFLECT THE 2/10/16 PUBLIC HEARING WILL BE HELD IN THE LOWER KEYS – NOT THE UPPER KEYS.

Documents: C20R.PDF

21. 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.

    Documents: C21R.PDF

22. 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 1/1/15 To 12/31/15 To Decrease Funding From $462,507.23 To $433,888.25.

    Documents: C22R.PDF

23. 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 1/1/2016 To 12/31/2016.

    Documents: C23R.PDF

24. Approval Of Implementation For Free Countywide Transportation On All Monroe County Transit Vehicles For Senior Citizens Aged 60 And Over Beginning February 1, 2016.

    Documents: C24R.PDF

25. 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 Commissioners (BOCC)/Monroe County Social Services/In Home Services.

    Documents: C25R.PDF

26. Approval Of Various Resolutions For The Transfer Of Funds And Resolutions For The Receipt Of Unanticipated Revenue.

    Documents: C26R.PDF

27. Approval Of Agreement With Guidance Care Center For The Jail In-House Program For FY 2016.

    Documents: C27R.PDF

28. 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 1/12/16: Now includes Attachment B.

    Documents: C28R.PDF

29. 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.

    ADD-ON 1/12/16.

    Documents: C29A.PDF

D. TOURIST DEVELOPMENT COUNCIL

1. 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

    Documents: D1.PDF

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

    Documents: D2.PDF

E. STAFF REPORTS

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

1. Approval Of The Minutes For The December 9, 2015 Meeting.

    Documents: F1.PDF

2. Approval Of Contracts To Purchase Property For Conservation.

    a. Block 4, Lot 37, Eden Pines Colony, Big Pine Key

        Documents: F2A.PDF

    b. Lot 5, Part Of Tract A, Ramrod Shores Third Addition, Ramrod Key

        Documents: F2B.PDF

3. Mayor Carruthers - Approval To Appoint Teri Johnston To The Land Authority Advisory Committee.

    Documents: F3.PDF

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

1. Election Of Chairperson And Vice-Chairperson For The Board Of Governors.

Documents: G1.PDF

2. Approval 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").

   Documents: G2.PDF

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 Customer Service Representative (CSR) Position (FTE) To Be Occupied For Up To Six Months Overlapping With The Current Coordinator Licensing Position (Who Is Resigning).

   Documents: H1.PDF

2. 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, 20l7.

   REVISED BACK-UP 1/12/16: Inserted pages 1 & 2 (now signed by OMB and Risk) and removed duplicate pages 6-14.

   Documents: H2R.PDF

3. Approval Of A Resolution Authorizing Code Compliance Inspector(S) Mallory Jones And Ariel Coll To Issue Citations For Disposition In County Court.

   Documents: H3.PDF

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

1. 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."
   1:30 P.M. TIME APPROXIMATE

   Documents: I1.PDF

2. Discussion Of Text Amendments To Allow Maintenance Dredging In Canals With Seagrasses To Maintain

Navigability.

Documents: I2.PDF

J. SOLID WASTE

1. 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.

   10:00 A.M. TIME APPROXIMATE.

   REVISED BACK-UP 1/12/16: REVISED AIS ONLY.

   DAY OF MEETING: CORRECTING THE WORDING ON THE REVISED AGENDA TO REFLECT THE WORDING ON THE REVISED AIS WHICH ADDED THE LANGUAGE "....and possible approval of....".

   Documents: J1R.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: Approval Of Reappointment Of Alexsandra Corsi Leto To The Shared Asset Forfeiture Fund Advisory Board.

   Documents: L1.PDF

2. MAYOR CARRUTHERS: 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.

   11:00 A.M. TIME APPROXIMATE

   Documents: L2R.PDF

3. COMMISSIONER KOLHAGE: 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.

   Documents: L3R.PDF

4. COMMISSIONER RICE: Approval To Reappoint David Paul Horan To The Sheriff's Shared Asset Fine And Forfeiture (SAFF) Advisory Board.

   Documents: L4R.PDF

5. COMMISSIONER RICE: Approval To Reappoint James Bernardin As The District 4 Representative To The Tourist Development Council.

   Documents: L5R.PDF

6. MAYOR CARRUTHERS: Approval Of A Resolution Supporting A Proposed Amendment To The Florida Constitution Entitled "Limits Or Prevents Barriers To Local Solar Electric Supply" Which Is Being Supported By Floridians For Solar Choice. **ADD-ON 1/12/16.**

   Documents: L6A.PDF

M. COUNTY CLERK

1. Report.
2. Official Approval Of August 5, 2015 Special BOCC Meeting Minutes.

   Documents: M2.PDF

3. Official Approval Of October 21, 2015 BOCC Meeting Minutes.

   Documents: M3.PDF

4. 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)

   Documents: M4.PDF

5. 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)

   Documents: M5.PDF

6. Approval Of Tourist Development Council Expenses For The Month Of November 2015.

   Documents: M6.PDF

7. Approval Of BOCC Warrants (Including Payroll) For The Month November 2015.

   Documents: M7.PDF

8. Assets To Be Transferred From Card Sound To Lower Keys Roads And Bridges.

   Documents: M8.PDF

9. Fixed Asset Reconciliation For FY16.

   Documents: M9.PDF

10. Assets Inventoried In FY16 By Custodian.

    Documents: M10.PDF

11. Request To Surplus Assets No Longer Usable.

    Documents: M11.PDF

12. BOCC Letter From Cherry Baekert On Audit Responsibilites

    Documents: M12.PDF

13. Fixed Asset Reconciliation For FY16 Periods 1,2,3 – For Information Purposes Only.

    Documents: M13.PDF

14. 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)

    Documents: M14.PDF

15. 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)

    Documents: M15.PDF

16. Asset Inventoried In FY16 By Custodian For Informational Purposes Only.

    Documents: M16.PDF

17. Approval Of Tourist Development Council Expenses For The Month Of December 2015.

    Documents: M17.PDF

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

    Documents: M18.PDF

19. Official Approval Of November 17, 2015 Regular BOCC Meeting Minutes.

    Documents: M19.PDF

N. COUNTY ADMINISTRATOR

1. Report.

    Documents: N1.PDF

2. 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.
   2:15 P.M. TIME APPROXIMATE

    Documents: N2.PDF

3. 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 1/12/16: REVISED BACK-UP ONLY.

    Documents: N3R.PDF

4. 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 1/12/16: Corrected signature block in resolution.

Documents: N4R.PDF

5. Approval Of The Monroe County 2016 State Legislative Agenda.

   Documents: N5.PDF

6. Presentation By Florida Department Of Environmental Protection To Discuss The Department's 2016 Legislative Budget Request To Address The Safety Conditions Of The Historic Pedestrian Bridges Along The Florida Keys Overseas Heritage Trail, And Approval Of The County Commission Resolution Supporting FDEP's Legislative Request.

   ITEM DELETED FROM AGENDA 1/12/16. PREVIOUSLY SCHEDULED FOR TIME APPROXIMATE OF 10:30 A.M.

   Documents: N6.PDF

7. Ratification Of Amendment No. 6, Which Now Includes Previously Omitted Exhibits A-6 And B-6, To The Contract For Engineering, Design And Permitting Services 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.

   Documents: N7.PDF

8. 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.

   Documents: N8.PDF

9. 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.

   Documents: N9.PDF

10. 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 As Dead Ends, That Parallels Sunrise Drive. This Canal Is Labeled #277 And Is Located In Tropical Bay Estates, Big Pine Key.

Documents: N10.PDF

11. Ratification Of Three (3) Small Contracts Signed By The County Administrator.

    Documents: N11.PDF

12. Ratification Of Agreement With Socrata For Open Data Platform.

    Documents: N12.PDF

13. Approval Of The Appointment Of Anne Marie Victor-Howe To The Historic Preservation Committee In The Position Of Professional.

    Documents: N13.PDF

14. 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.

    Documents: N14.PDF

15. 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.

    Documents: N15.PDF

16. 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.

    Documents: N16.PDF

17. 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.

ADD-ON 1/12/16.

Documents: N17A.PDF

18. 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 Southeast Florida Regional Climate Change Summit In The Amount Of $2575 To Authorize Miscellaneous Expenditures For Supporting The Event

ADD-ON 1/12/16.

Documents: N18A.PDF

O. COUNTY ATTORNEY

1. Report.

2. 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.

   Documents: O2.PDF

3. Request 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.

   Documents: O3.PDF

4. 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 February 10, 2016 In Key West, FL At 1:30 P.m. Or As Soon Thereafter As May Be Heard.

   Documents: O4.PDF

5. 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 1/12/16: REVISED AIS AND INSERTED ADDITIONAL BACK-UP INFORMATION.

   Documents: O5R.PDF

6. 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.

Documents: O6.PDF

7. 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.

   Documents: O7.PDF

8. 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.

   Documents: O8.PDF

9. 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.

   Documents: O9.PDF

10. 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.

    Documents: O10.PDF

11. 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.

    Documents: O11.PDF

12. 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.

    Documents: O12.PDF

13. 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.

    Documents: O13.PDF

14. 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.

    Documents: O14.PDF

15. 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 CE10050020.

    Documents: O15.PDF

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

1. 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).

    Documents: P1.PDF

2. 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)

    Documents: P2.PDF

3. 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.

    Documents: P3.PDF

4. 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)

Documents: P4.PDF

5. 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 ½ 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 ¼ Of The NE ¼ (Aka 40′ X 305′ Roadway) Of Section 27, Township 66 South, Range 29 East, Big Pine Key, Monroe County, Florida, Havi

REVISED BACK-UP: Added information provided via email by Property Owner

Documents: P5R.PDF

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: __January 20, 2016 _____ Division: ____ Mayor / BOCC_3_____

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

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

AGENDA ITEM WORDING:
Presentation of Mayor's Proclamation declaring January, 2016 as Take Stock in Children Month in Monroe County Florida.

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 JANUARY 2016
AS TAKE STOCK IN CHILDREN MONTH IN MONROE COUNTY FLORIDA

WHEREAS, President Obama has proclaimed January 2016 as National Mentoring Month, celebrating the vital role that mentors play by helping to broaden the horizons for America's youth. He has called upon public officials, business and community leaders, educators and all Americans to observe this month recognizing the contributions of mentors across the nation; and

WHEREAS, in Monroe County Florida, the non-profit Take Stock in Children is the premier scholarship and mentoring organization; and

WHEREAS, first established in 1995 in Florida, Take Stock in Children provides at-risk and low-income students extensive support, motivation and accountability to ensure they graduate from high school and pursue their postsecondary education goals; and

WHEREAS, over the past 21 years, Take Stock in Children has served more than 26,000 students in 67 counties throughout Florida, and nearly 800 students in Monroe County; and

WHEREAS, Take Stock in Children Monroe collaborates with community leaders and business partners, as well as staff and key stakeholders to provide equal educational opportunities to all children despite their socio-economic status; and

WHEREAS, the organization promises scholars the support of a caring mentor, in-school support, college readiness services provided by college success coaches, and a college tuition scholarship upon high school graduation; and

WHEREAS, during National Mentoring Month, Take Stock in Children Monroe commends and honors its 250 volunteer mentors for the assistance, advice, and guidance they provide during weekly mentor sessions, making a positive difference in the students' lives and improving their self-confidence and belief that a college degree is attainable; and,

WHEREAS, the work of Take Stock Monroe mentors results in the high school graduation of 100% of the Take Stock scholars, and the matriculation of 96% in post-secondary education, well over the national averages; and

WHEREAS, the high level performance of its mentors has rewarded Take Stock Monroe with the highest Gold Level designation for its student services, support, and mentoring;

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

TAKE STOCK IN CHILDREN MONTH

in the "Southernmost County of the continental United States. I applaud all Take Stock in Children students and mentors and urge all community members to support our children in their pursuit of post-secondary education.

Signed this 20th day of January, 2016.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016

Department: Airports

Bulk Item: Yes X No ___

Staff Contact Person: Don DeGraw/Pedro Mercado

AGENDA ITEM WORDING: 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 BACKGROUND: Under FAA guidelines, the airports (Key West and Marathon) have to place the Airport Consultant Services out to bid approximately every five years. The most recent RFQ process was done in 2011.

PREVIOUS RELEVANT BOCC ACTION: On October 19, 2011, the BOCC approved Master Agreements for Environmental Consulting Services and for Financial Consulting Services, and on November 16, 2011 the BOCC approved the Master Agreement for General Consulting Services.

CONTRACT/AGREEMENT CHANGES: n/a

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: approx. $1,000 for advertising

BUDGETED: Yes X No ___

COST TO AIRPORTS: same

SOURCE OF FUNDS: Airport Operating (404-63001-530498)

COST TO COUNTY: $ -0-

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

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

DOCUMENTATION: Included ___ Not Required x

DISPOSITION: ___

AGENDA ITEM # ___

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BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/2016 Division: Airports

Bulk Item: Yes x No __ Staff Contact Person/Phone #: Don DeGraw, 809-5200

AGENDA ITEM WORDING: 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 BACKGROUND: Under FAA guidelines, the airports (Key West and Marathon) have to place the airport Consultant Services out to bid approximately every 5 years. In compliance with those guidelines, the County put out an RFQ in March 2011 seeking the services of at least 3 General Consultants, 1 Environmental Consultant, and 1 Financial Consultant. On the bid opening date of May 17, 2011, the County was in receipt of twelve Statements of Qualifications in response. Eight firms responded regarding General Consulting, three firms responded regarding Environmental Consulting, and two firms responded regarding Financial Consulting. A selection committee was empanelled and met on July 26, 2011. CDM Smith, Inc. was one of the top three firms selected for General Consulting Services.

PREVIOUS RELEVANT BOCC ACTION: January 28, 2009, Item C-5 – approval to advertise a Request for Qualifications for Airport Consultant Services; August 17, 2011, Item C-21 – approval to negotiate contracts for the selected respondents to the RFQ for Airport Consultant Services; October 19-2011, Item C-17 – approval of the Environmental Consulting Agreement; October 19-2011, Item C-18 – approval of the Financial Consulting Agreement; November 16, 2011 – Item F-12 – approval of the General Consulting Services Master Agreement with Jacobs Project Management Co.; January 19, 2012-Item C22 - approval of the General Consulting Services Master Agreement with CDM Smith, Inc.

CONTRACT/AGREEMENT CHANGES: This amendment extends the term of the Original Agreement for the final remaining one-year renewal option commencing on January 19, 2015 and ending on January 18, 2017.

STAFF RECOMMENDATION: Approval.

TOTAL COST: TBD as needed **INDIRECT COST:** NA **BUDGETED:** Yes

DIFFERENTIAL OF LOCAL PREFERENCE: n/a

COST TO COUNTY: None
COST TO AIRPORT: $TBD
COST TO PFC: None

SOURCE OF FUNDS: FAA/FDOT/Operating

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

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

DOCUMENTATION: Included X Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY
Contract #

Contract with: CDM Smith, Inc.

Effective Date: January 19, 2016
Expiration Date: January 18, 2017

Contract Purpose/Description: 2nd Amendment extending General Airport Consulting Master Agreement for Professional Services at Key West International Airport and The Florida Keys Marathon International Airport for one remaining one-year term.

Contract Manager: Don DeGraw (name) # 5200 (Ext.) Airports - Stop # 5 (Department/ Stop)

for BOCC meeting on: 1/20/2016

Agenda Deadline: 1/06/2016

CONTRACT COSTS

Total Dollar Value of Contract: $ open
Budgeted? Yes
Grant: will vary (FDOT/FAA)
County Match: Operating

Current Year Portion: TBD
Account Codes: will vary
FDOT/FAA/Operating

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	12/21/15	( )	(✓)	Don DeGraw	12/21/15
Risk Management	12/15/15	( )	(✓)	for Risk Management	12/16/15
O.M.B./Purchasing	12/16/15	( )	(✓)	for OMB	12/16/15
County Attorney	12/14/15	( )	(✓)	County Attorney	12/14/15

Comments: _____

AJW 2

2nd AMENDMENT TO THE
MASTER AGREEMENT FOR PROESSIONAL SERVICES
BETWEEN CDM SMITH, INC.
AND MONROE COUNTY

THIS AMENDMENT is made this 20th day of January, 2016, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, (hereinafter called "COUNTY") and CDM Smith, Inc., a Florida Corporation, whose address is 800 Brickell Ave., Suite 500, Miami, Fl. 33171 (hereinafter called "CONSULTANT").

WITNESSETH

WHEREAS, on the 19th day of January 2012, the County entered in to a Master Agreement for Professional Services (hereafter Original Agreement); and

WHEREAS, the original agreement is for a term of three years and has a provision which allows the County to extend the Original Agreement for two additional one year terms; and

WHEREAS, on the 21st day of January 2015, the County extended the Original Agreement for the first one-year renewal term; and

WHEREAS, the parties have found the original agreement to be mutually beneficial and wish to exercise the final one-year renewal option;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree to amend the original agreement as follows:

Section 1. Article 2.1 of the Master Services Agreement is amended to read as follows:

2.1 This amendment extends the term of the Original Agreement for one year commencing on the 19th day of January 2016 and ending on the 18th day of January 2017.

Section 2. All other provisions of the January 19, 2012 original Master Agreement for Professional Services, as amended on January, 19, 2015, and not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this 2nd Amendment to the Master Agreement for Professional Services to be executed by its duly authorized representative.

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor Heather Carruthers

ATTEST:

By Godfredo Camin

Title Vice-President

CONSULTANT:
CDM SMITH INC.

By _____
IGNACIO L. LIZAMA, P.E.

Title ASSOCIATE

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO G. [illegible]
ASSISTANT COUNTY ATTORNEY
Date 12/30/15

1st AMENDMENT TO THE
MASTER AGREEMENT FOR PROESSIONAL SERVICES
BETWEEN CDM SMITH, INC.
AND MONROE COUNTY

THIS AMENDMENT is made this 21st day of January, 2015 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, (hereinafter called "COUNTY") and CDM Smith, Inc., a Florida Corporation, whose address is 800 Brickell Ave., Suite 500, Miami, Fl. 33171 (hereinafter called "CONSULTANT").

WITNESSETH

WHEREAS, on the 19th day of January 2012, the County entered in to a Master Agreement for Professional Services (hereafter Original Agreement); and,

WHEREAS, the original agreement is for a term of three years and has a provision which allows the County to extend the Original Agreement for two additional one year terms; and

WHEREAS, the parties have found the original agreement to be mutually beneficial and wish to exercise the option to extend the Original Agreement for one additional year;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree to amend the original agreement as follows:

Section 1. Article 2.1 of the Master Services Agreement is amended to read as follows:

2.1 This amendment extends the term of the Original Agreement for one year commencing on the 19th day of January 2015 and ending on the 18th day of January 2016.

Section 2. All other provisions of the January 19, 2012 original Master Agreement for Professional Services not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this 1st Amendment to the Master Agreement for Professional Services to be executed by its duly authorized representative.

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor Danny Kolhage

ATTEST:

By _____

Title Sr Vice President

CONSULTANT:

CDM SMITH INC.

By _____ IGNACIO LIZAMA 12/6/14

Title ASSOCIATE

12/16/14

DESIRE MEJIA
Notary Public - State of Florida
My Comm. Expires Jan 31, 2016
Commission # EE 165148
Bonded Through National Notary Assn.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J MEDARDO
ASSISTANT COUNTY ATTORNEY
Date 12/14/14

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into as of the19th day of January, 2012, by and between CDM Smith Inc. whose address is 800 Brickell Avenue Suite 500, Miami, Florida 33131 (hereafter "CONSULTANT or ENGINEER) and Monroe County, a political subdivision of the State of Florida, represented by its Board of County Commissioners whose address is 1100 Simonton Street, Key West, Florida, 33040 (hereinafter called "COUNTY"), collectively referred to herein as "Parties", provides as follows:

ENGINEER's Services will be performed pursuant to individual Task Orders issued by OWNER and agreed to by ENGINEER. Such Task Orders will contain the specific scope of work ("Services"), the time schedule, charges and payment conditions, and additional terms and conditions that are applicable to such Task Orders. An example Task Order is attached hereto.

Execution of a Task Order by ENGINEER and COUNTY constitutes COUNTY's written authorization to ENGINEER to proceed with the Services described in the Task Order. This Agreement will become effective on the date first above written.

The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified. When a Task Order is to modify a provision of this Agreement, the Article of this Agreement to be modified shall be specifically referenced in the Task Order and the modification shall be precisely described.

ARTICLE 1 – SCOPE OF SERVICES

1.1 ENGINEER will perform for COUNTY services as described in individual Task Orders (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

2.1 The initial term of this Agreement shall be three years commencing January 19, 2012 and terminating January 18, 2015, subject to the conditions specified in Article 5.3 of this Agreement. The COUNTY, at its discretion, shall have the option to renew this Agreement for two (2) additional one (1) year terms.

2.2 The specific time period for the performance of ENGINEER's Services will be set forth in individual Task Orders.

2.3 If the specific periods of time for rendering services or specific dates by which services are to be completed for any individual Task Order are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

COUNTY shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

3.1 Pay the ENGINEER in accordance with the terms of this Agreement.

3.2 Provide all criteria and full information as to COUNTY's requirement for a Task Order and designate in writing a person to act as COUNTY's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define COUNTY's policies and decisions with respect to ENGINEER's services for the project.

3.3 Provide all criteria and full information as to COUNTY's requirements for the project described in each Task Order, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which ~~OWNER~~ COUNTY will require to be included in the Drawings and Specifications.

3.4 Furnish to ENGINEER all existing studies, reports and other available data and services of others pertinent to the Task Order, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others required for the performance of ENGINEER's services for a Task Order, and ENGINEER shall be entitled to use and rely upon all such information and services provided by COUNTY or others in performing ENGINEER's services under a Task Order.

3.5 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the project described in each Task Order including previous reports and, as applicable to the Services, any other data relative to design or construction of the project.

3.6 Provide access to and make all provisions for ENGINEER to enter upon County property as required for ENGINEER to perform services under a Task Order and inform and assist ENGINEER in obtaining access to private property and property owned by other government entities as required.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8 Assist ENGINEER in obtaining approvals and permits from all governmental authorities having jurisdiction over the Task Order and such approvals and consents from others as may be necessary for completion of the Task Order.

3.9 Give prompt written notice to ENGINEER whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any defect or conformance in ENGINEER's Services or in the work of any Contractor.

3.10 COUNTY agrees to assume responsibility for personal and property damages due to ENGINEER's interference with subterranean structures such as pipes, tanks and utility lines that are not correctly shown on the documents and information provided to ENGINEER.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

4.1 Methods of Payment for Services of ENGINEER.

4.1.1 COUNTY shall pay ENGINEER for Services performed or furnished under this Agreement or as described in each Task Order. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in each Task Order.

4.1.2 The CONSULTANT shall submit to the COUNTY an invoice with supporting documentation acceptable to the Clerk on a schedule as set forth in the contract. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds.

4.1.3 If COUNTY fails to make any payment due ENGINEER in accordance with the Florida Prompt Payment Act F.S. chapter 255, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) and, in addition, ENGINEER may, after giving seven days' written notice to COUNTY, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

COUNTY agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.

5.2 Opinions of Probable Construction Cost

ENGINEER's opinions of probable Construction Cost, as applicable to the Services provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

5.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

5.4 Use of Documents

5.4.1 All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

5.4.2 COUNTY may rely upon that data or information set forth on paper (also known as hard copies) that the COUNTY receives from the ENGINEER by mail, hand delivery, or facsimile, are the items that the ENGINEER intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by the ENGINEER to the COUNTY are furnished only for convenience, not reliance by the COUNTY. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. In all cases, the original hard copy of the documents takes precedence over the electronic files.

5.4.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the COUNTY receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the COUNTY shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the ENGINEER.

5.4.4. When transferring documents in electronic media format, the ENGINEER makes no representations as to long-term compatibility, usability, or readability of such

documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the ENGINEER.

5.4.5 COUNTY may make and retain copies of documents for information and reference in connection with use on the Project by COUNTY. ENGINEER grants COUNTY a license to use the Documents on the Project, extensions of the Project, and other projects of COUNTY, subject to the following limitations: (1) COUNTY acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by COUNTY or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at COUNTY's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) COUNTY shall, to the limits set forth in Florida Statute 768.28, indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to COUNTY shall not create any rights in third parties.

5.4.6. If ENGINEER at COUNTY's request verifies or adapts the Documents for extensions of the Project or for any other project, then COUNTY shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.5 Controlling Law

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 CONSULTANT agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

5.6 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.7 Limitation of Liability

In no event shall ENGINEER's total liability to COUNTY and/or any of the COUNTY 's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this

agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or $500,000, whichever is greater.

5.8 Successors and Assigns

5.8.1. COUNTY and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of COUNTY and ENGINEER (and to the extent permitted by paragraph 5.8.2 the assigns of COUNTY and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.8.2. Neither COUNTY nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.8.3. Unless expressly provided otherwise in this Agreement:

5.8.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than COUNTY and ENGINEER.

5.8.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of ~~OWNER~~ COUNTY and ENGINEER and not for the benefit of any other party.

5.9 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, or by a nationally recognized overnight courier service to the following:

FOR COUNTY
County Administrator
1100 Simonton Street
Key West, FL 33040

and County Attorney
PO Box 1026
Key West, Fl. 33041-1026

FOR CONSULTANT:
Ignacio L. Lizama, P.E.
Associate
CDM Smith Inc.
800 Brickell Avenue, Suite 500
Miami, FL 33131

All notices shall be effective upon the date of receipt.

5.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.11 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.12 Environmental Site Conditions

5.12.1 COUNTY has disclosed to ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern, as defined in Article 6, located at or near the Site, including type, quantity, and location.

5.12.2 COUNTY represents to ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to ENGINEER, exist at the Site.

5.12.3 If ENGINEER encounters an undisclosed Constituent of Concert, then ENGINEER shall notify (1) COUNTY and (2) appropriate governmental officials if ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

5.12.4 It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern. If ENGINEER or any other

party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until COUNTY: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

5.12.5 If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

5.13 Insurance

As a pre-requisite of the work governed, or the goods supplied under this Agreement (including the pre-staging of personnel and material), the CONSULTANT shall obtain, at his own expense, insurance as specified in any attached schedules, which are made part of this Agreement. The CONSULTANT will ensure that the insurance obtained will extend protection to all Contractors and subcontractors engaged by the CONSULTANT. As an alternative, the ENGINEER may require all Contractors and Subcontractors to obtain insurance consistent with the attached schedules.

The CONSULTANT will not be permitted to commence work governed by this 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 CONSULTANT to provide satisfactory evidence of the required insurance, shall not extend any specified deadlines 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 CONSULTANT's failure to provide satisfactory evidence.

The CONSULTANT 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 CONSULTANT to maintain the required insurance shall not extend any specified deadlines and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the CONSULTANT's failure to maintain the required insurance.

The CONSULTANT shall provide, to the COUNTY, as satisfactory evidence of the required insurance, a Certificate of Insurance.

The acceptance and/or approval of the CONSULTANT's insurance shall not be construed as relieving the CONSULTANT from any liability or obligation assumed under this Agreement 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 and Professional Liability.

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.

Prior to execution of this agreement, the CONSULTANT shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations as indicated by the attached forms identified as exhibit's 1 through 4, 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.

5.14 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.15 Nondiscrimination and Affirmative Action

CONSULTANT 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. However, in the event of such termination, CONSULTANT shall be paid for all services rendered and reimbursable expenses incurred to the date of termination. CONSULTANT 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.

5.16 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting there from; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting not reasonably under the CONSULTANT'S control; COUNTY's failure to provide data in COUNTY's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by COUNTY for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.17 Waiver

Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way effect, limit, or waive such party's rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.

5.18 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.

5.19 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.20 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design services, then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term *"defective"* will be used in this Agreement as defined in the Standard General Conditions.

5.21 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by COUNTY to ENGINEER shall be only for accounting purposes for COUNTY and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.22 Change Orders

5.22.1 Any work not contained in a Task Order shall be a change, and shall be performed by ENGINEER only pursuant to a written Change Order to this Agreement signed by COUNTY and ENGINEER. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the Work, or of the time required for the performance of the Work, ENGINEER shall be paid additional compensation acceptable to both parties in accordance with Exhibit A or granted an extension of the schedule, or both.

5.22.2 In the event COUNTY requests ENGINEER to develop information necessary for the consideration of a change in the project, and such a change is not adopted, COUNTY shall reimburse ENGINEER for the costs which it incurs in connection with such efforts.

5.23 Construction Contractor's Means and Methods

ENGINEER shall have no authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the construction contractor or for safety precautions and programs incident to the work of the construction contractor.

5.24 Reporting Regulated Conditions

To the extent required by law, COUNTY shall promptly report regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate public authorities in accordance with applicable law.

5.25 Indemnification

The ENGINEER shall indemnify and hold harmless the OWNER and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the ENGINEER and other persons employed or utilized by the consultant in the performance of this Agreement, in accordance with Section 725.08 of the Florida Statutes.

5.26 Status of ENGINEER

Nothing contained in this Agreement shall be construed or interpreted as requiring ENGINEER, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter or disposal facility as those terms appear within the Resource

Conservation Recovery Act, 42USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.

5.27 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

- Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1.1 Services

The services to be performed for or furnished to COUNTY by ENGINEER described in this Agreement.

6.1.2 Agreement

This Agreement between COUNTY and ENGINEER for Professional Services including those exhibits listed in Article 6.

6.1.3 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq, ("CERCLA")l [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §v1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to,

or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.1.4 Construction Cost
The total cost to COUNTY of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or COUNTY's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to COUNTY pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.1.5 Documents
As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to COUNTY pursuant to the terms of this Agreement.

6.1.6 Contractor
The person or entity with whom COUNTY enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.1.7 ENGINEER's Subcontractor
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.1.8 Project
The total undertaking as described in each Task Order.

6.1.9 Reimbursable Expenses
The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as agreed in Exhibit in each ENGINEER's Task Authorization.

6.1.10 Resident Project Representative
The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by COUNTY. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.1.11 Standard General Conditions -
The Standard General Conditions of the Construction Contract (No.) of the Engineers Joint Contract Documents Committee.

6.1.12 Total Project Costs -
The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by COUNTY) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to COUNTY under Article 3.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement;
Exhibits 1 through 5 inclusive,
This Agreement (consisting of Pages 1 to inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

ARTICLE 8 -MISCELLANEOUS

8.1 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.

8.2 Claims for Federal or State Aid. CONSULTANT 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 submitted by the CONSULTANT shall be approved by the COUNTY prior to submission.

8.3 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.

8.4 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.

8.5 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 CONSULTANT agree that neither the COUNTY nor the CONSULTANT 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.

8.6 Attestations. Consultant agrees to execute such documents as the COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

8.7 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 the COUNTY or CONSULTANT in their individual capacities, and no member, officer, agent or employee of the COUNTY or CONSULTANT shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

8.8 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.

8.9 Covenant of No Interest. COUNTY and CONSULTANT 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.

8.10 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.

8.11 No Solicitation/Payment. The COUNTY and CONSULTANT 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 CONSULTANT 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.

8.12 Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and the CONSULTANT 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.

8.13 Rights and Remedies. The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the Services performed by CONSULTANT hereunder, are the exclusive remedies of the Parties.

8.14 Time of Accrual. For services performed by CONSULTANT before substantial completion, all causes of action against CONSULTANT shall accrue and the statute of limitations shall commence to run no later than the date of substantial completion of the Project. For services performed by CONSULTANT after the date of substantial completion but before final completion of the Project, all causes of action against CONSULTANT shall accrue and the statute of limitations shall commence to run no later than the date of final completion. The Parties expressly agree that the discovery rule for purposes of accrual shall not apply.

8.15 Publicity. Neither of the Parties shall make any press release, news disclosure or other advertising related to the Project that includes the name of the other party without first obtaining the written approval of the other party.

8.16 Federal, State and Local Law. The CONSULTANT 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 airport as amended from time to time.

8.17 Airport Security Requirements.

a. General. The federal Transportation Security Administration is the federal agency primarily responsible for overseeing the security measures utilized by the airport owner pursuant to the relevant provisions of Chapter 49, United States Code, and regulations adopted under the authority of the Code, including but not limited to 49 CFR 1540, et seq. Violations of the statutes or regulations may result in severe civil monetary penalties being assessed against the airport operator. It is the intent of the airport operator that the burdens and consequences of any security

violations imposed upon the airport operator as a result of actions by an airport tenant or the airport tenant's employees, agents, invitees, or licensees shall be borne by the airport tenant.

b. Airport Tenant Defined. An airport tenant means any person, entity, organization, partnership, corporation, or other legal association that has an agreement with the airport operator to conduct business on airport property. The term also includes an airport tenant as defined in 49 CFR 1540.5. Each signatory to this Agreement, other than the airport operator, is an airport tenant.

c. Airport Operator Defined. As used in this Agreement, airport operator means Monroe County, Florida, its elected and appointed officers, and its employees.

d. Airport Property Defined. Airport property shall mean the property owned or leased by, or being lawfully used by, the airport operator for civil aviation and airport-related purposes. For purposes of this Agreement, airport property is the property generally referred to as the Key West Airport, the Marathon Airport, or both as may be set forth in this Agreement.

e. Inspection Authority. The airport tenant agrees to allow Transportation Security Administration (TSA) authorized personnel, at any time or any place, to make inspections or tests, including copying records, to determine compliance of the airport operator or airport tenant with the applicable security requirements of Chapter 49, United States Code, and 49 CFR 1540, et seq.

f. Airport Security Program. The airport tenant agrees to become familiar, to the extent permitted by the airport operator, with the Airport Security Program promulgated by the airport operator and approved by TSA, and also agrees to conform its' operations and business activities to the requirements of the Airport Security Program.

g. Tenant Security Program. If permitted under TSA regulations, the airport tenant may voluntarily undertake to maintain an Airport Tenant Security Program as referred to in 49 CFR 1542.113. If the airport tenant voluntarily promulgates an Airport Tenant Security Program that is approved by TSA, such program, as may be amended and approved from time to time, shall be automatically incorporated into this Agreement.

h. Breach of Agreement. Should TSA determine that the airport tenant or one or more of the airport tenant's employees, agents, invitees, or licensees has committed an act or omitted to act as required, and such act or omission is a violation which results in TSA imposing a civil penalty against the airport operator in accordance with TSA's Enforcement Sanction Guidance Policy, such determination and imposition of a civil penalty by TSA shall be considered a significant breach of this Agreement.

(1). Minimum Violation. If the violation is the first or second violation attributed to the airport tenant and is a civil penalty minimum violation as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, mitigating, compromising, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred

in the investigation, defense, compromising, mitigation, or taking of remedial action measures. If the violation is a third violation, or there are multiple violations in excess of two violations, that is or are a civil penalty minimum violation□, the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(2). Moderate Violation. If the violation is the first or second violation attributed to the airport tenant and is a civil penalty moderate violation as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure breach by paying to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating or taking of remedial measures as may be agreed to by TSA to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport tenant may cause all of airport tenant's employees involved in the airport tenant's business operations on the airport property to undergo such security training as may be required by the airport operator. The total cost of the training shall be paid for by the airport tenant. If the violation is a third violation, or there are multiple violations in excess of two violations, that is or are a civil penalty moderate violation, the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; further, the airport operator shall have the right to unilaterally cancel this Agreement such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(3). Maximum Violation. If the violation is the first violation attributed to the airport tenant and is a civil penalty "maximum violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines and penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport tenant may cause all of airport tenant's employees involved in the airport tenant's business operations on the airport property to undergo such security training as may be required by the airport operator. The total cost of the training shall be paid for by the airport tenant. If the violation is a second violation, or there are multiple violations, that is or are a civil penalty "maximum violation", the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the

investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(4). Mitigation of Breach. TSA has a policy of forgoing civil penalty actions when the airport operator detects violations, promptly discloses the violations to TSA, and takes prompt corrective action to ensure that the same or similar violations do not recur. This policy is known as the TSA Voluntary Disclosure Program Policy, and is designed to encourage compliance with TSA regulations, foster secure practices, and encourage the development of internal evaluation programs. The airport tenant agrees that upon detecting a violation the airport tenant will immediately report it to the airport operator. Should the TSA ultimately determine that the violation was committed by the airport tenant, or an employee, agent, invitee, or licensee of the airport tenant, but the violation should result in the issuance of a letter of correction in lieu of a civil penalty, then the airport tenant shall reimburse the airport operator the total costs incurred by the airport operator in investigating, defending, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, mitigation, or taking of remedial action measures. A violation resulting in the issuance of a letter of correction shall not be considered to be a breach of this Agreement by the airport tenant.

(5). Survival of Sub-Section. This sub-section 8.17 shall survive the cancellation or termination of this Agreement, and shall be in full force and effect.

8.18 Mutual Review. This Agreement has been carefully reviewed by CONSULTANT and the COUNTY; therefore this Agreement is not to be construed against either party on the basis of authorship.

8.19 Entirety of Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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 and original contract.

(SEAL)

BOARD OF COUNTY COMMISSIONERS

ATTEST: DANNY L. KOLHAGE, CLERK

OF MONROE COUNTY, FLORIDA

By_____

Mayor/Chairman

CONSULTANT:

CDM SMITH INC.

By I. LIZAMA

Witness Kathy L. Monte

Title ASSOCIATE

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Date 1/3/12

WORKERS' COMPENSATION

INSURANCE REQUIREMENTS

Prior to the commencement of work governed by this Agreement, the Consultant shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$1,000,000 Bodily Injury by Accident
$1,000,000 Bodily Injury by Disease, policy limits
$1,000,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the Agreement.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Consultant has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Consultant 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 Consultant participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Consultant may be required to submit updated financial statements from the fund upon request from the County.

EXHIBIT 1

GENERAL LIABILITY
INSURANCE REQUIREMENTS

Prior to the commencement of work governed by this Agreement, the Consultant 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.

VEHICLE LIABILITY
INSURANCE REQUIREMENTS

Recognizing that the work governed by this Agreement requires the use of vehicles, the Consultant, 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.

ARCHITECTS/ENGINEERS ERRORS AND OMISSIONS LIABILITY
(1996 Edition)
INSURANCE REQUIREMENTS

Recognizing that the work governed by this Agreement involves the furnishing of architectural or engineering services, the Consultant, prior to the commencement of work, shall purchase and maintain, throughout the life of the agreement, Architects/Engineers Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the negligent acts, errors or omissions of Consultant in the performance of professional services under this agreement. This insurance shall be maintained in force for a period of two years after the date of Substantial Completion of any project governed by this agreement.

The minimum limits of liability shall be:

$2,000,000 per claim/$2,000,000 aggregate

EXHIBIT 4

CDM Smith

EXHIBIT B

SCHEDULE OF HOURLY BILLING RATES

CATEGORIES	HOURLY RATES*
PROFESSIONAL SERVICES	
OFFICER	$200.00
PRINCIPAL/ASSOCIATE	$180.00
SENIOR PROFESSIONAL	$155.00
PROFESSIONAL II	$135.00
PROFESSIONAL 1	$120.00
PROFESSIONAL SUPPORT SERVICES	
SENIOR SUPPORT SERVICES	$125.00
STAFF SUPPORT SERVICES	$100.00
FIELD SERVICES	
SENIOR PROFESSIONAL	$130.00
PROFESSIONAL	$95.00
PROJECT SUPPORT SERVICES	
PROJECT ADMINISTRATION	$85.00

*LOADED (BURDENED) HOURLY RATES SUBJECT TO CHANGE JANUARY 2013

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016
Bulk Item: Yes X No ___

Department: Airports
Staff Contact Person: Don DeGraw/P. Mercado

AGENDA ITEM WORDING: Approval of a 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. The contract will be funded with Airport Operating Account - 404.

ITEM BACKGROUND: The County held a bid opening on November 10, 2015 following the issuance of a notice of competitive solicitation for Landscaping Services at Key West International Airport. The Gardens of Eden of the Florida Keys, Inc was the only entity to submit a proposal.

The proposal has been reviewed by staff and was found to be most responsive bidder. In addition, staff has met with the respondent and has prepared a contract for BOCC approval.

PREVIOUS RELEVANT BOCC ACTION: Authorized putting the landscaping services out to bid at the May 20, 2015 regularly scheduled meeting.

CONTRACT/AGREEMENT CHANGES:
N/A.

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $100,000 **BUDGETED:** Yes X No ___

COST TO COUNTY: $100,000 base contract + $25 per hour for additional services Invoice + 10% for approved subcontracted work **SOURCE OF FUNDS:** Arpt Op - 404

REVENUE PRODUCING: Yes __ No X **AMOUNT PER MONTH:** N/A

APPROVED BY: County Atty 1/14 OMB/Purchasing OB Risk Management MS

DOCUMENTATION: Included XX Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 2/05

eyw 3

BUDGET AND FINANCE
PURCHASING DEPARTMENT
TABULATION SHEET
OPEN DATE: November 10, 2015 AT 3:00 PM

TITLE: LANDSCAPING SERVICES AT KEY WEST INTERNATIONAL AIRPORT MONROE COUNTY, FLORIDA

RESPONDENT	BID BOND	BID AMOUNT
Gardens of Eden		$100,000.00 per year $25 per man hour

Bid Committee Present: Melissa Wilson-OMB
Members of the Public Present: Desiree L. Bona-Gardens of Eden of the FL. Keys
I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: OMB

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY
Contract #

Contract with: Gardens of Eden of the Florida Keys, Inc. Effective Date: January 20, 2016
Expiration Date: January 19, 2017

Contract Purpose/Description: Landscaping services at Key West International Airport.

Contract Manager: Don DeGraw (name) # 5200 (Ext.) Airports - Stop # 5 (Department/ Stop)

for BOCC meeting on: 1/20/2016 Agenda Deadline: 1/5/2016

CONTRACT COSTS

Total Dollar Value of Contract: $100,000.00 base contract, plus $25/hr. for add'l. services, plus Invoice + 10% for subcontracted work

Current Year Portion: approx.. $75,000
Account Codes: 404-63001-530340

Budgeted? Yes
Grant: No
County Match: NA

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 No	Reviewer	Date Out
Airports Director	12/21/15	( ) (✓)	Don DeGraw	12/21/15
Risk Management	12/11/15	( ) (✓)	for Risk Management	12/11/15
O.M.B./Purchasing	12/14/15	( ) (✓)	for OMB	12/14/15
County Attorney	12/11/15	( ) (✓)	County Attorney	12/11/15

Comments: _____

CONTRACT FOR LANDSCAPING SERVICES
GARDENS OF EDEN OF THE FLORIDA KEYS, INC.
KWIA

THIS CONTRACT (hereafter "Contract" or "Agreement"), made and entered into this 20th day of January, 2016, by and between Monroe County, a political subdivision of the State of Florida, (hereafter "County"), whose address is 1100 Simonton Street, Key West, Florida, 33040 and Gardens of Eden of the Florida Keys, Inc., a Florida Corporation (hereafter Contractor), whose address is 92 Bay Drive, Key West, Florida 33040. The parties hereto, for the considerations herein set forth, mutually agree as follows:

1. **SCOPE OF WORK.**

a) The Contractor shall provide landscaping services at the Key West International Airport, including all necessary equipment required in the performance of same, and perform all of the work described in the Specifications (Exhibit A), and the bid documents (Exhibit A-1) attached hereto and incorporated as part of this document.

b) Should additional landscaping services not included in the Specifications (Exhibit A) be required at KWIA, the additional specific tasks, and costs for these tasks, will be mutually agreed upon in writing, and approved by the Airport Manager and by the Contractor.

c) The Contractor shall insure all proper security protocols are followed at all times.

d) The Contractor and all associated employees working on the Airfield AOA/SIDA must pass a Criminal History Records Check, a Security Threat Assessment and successfully complete a Security Identification Display Area (SIDA) written test and any other required testing, as determined by the airport.

e) The Contractor and all employees working on the Airfield must successfully complete the Airfield Driver Training written and practical test and any other required testing, as determined by the airport

2. **CONTRACT SUM.** The County shall pay the Contractor for the faithful performance of said service on a per week in arrears basis during the term of the Contract. The Contractor shall invoice KWIA weekly for landscaping services performed under the Specifications contained herein. Labor shall be invoiced at $25 per hour and the total Contract amount shall not exceed $100,000. Contractor shall submit to County invoices with supporting documentation acceptable to the Clerk, on a weekly schedule in arrears. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds. County's performance and obligation to pay under this agreement, is contingent upon annual appropriation by the Board of County Commissioners.

Additional services approved pursuant to Article 1(b) above shall be invoiced at $25 per hour for labor plus materials. Contractor may subcontract any approved additional services. Contractor shall follow county purchasing policy and procedures in subcontracting any additional work. Contractor shall invoice the county the actual cost of the subcontracted work plus 10% for overhead.

Additional landscape services are recognized as irregularly occurring services and the costs for additional services shall be over and above the contract sum and shall not be counted against the not to exceed contract amount of $100,000.

3. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS.**

a) The Contractor hereby agrees that he has carefully examined the sites and has made investigations to fully satisfy himself/herself that such sites are correct and suitable ones for this work and he/she assumes full responsibility therefore. The provisions of this Agreement shall control any inconsistent provisions contained in the Specifications. All Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the County than against the Contractor (and his Surety, if applicable).

b) Any ambiguity or uncertainty in the Specifications shall be interpreted and construed by the Airport Manager, and his decision shall be final and binding upon all parties.

c) The passing, approval, and/or acceptance of any part of the work or material by the County shall not operate as a waiver by the County of strict compliance with the terms of this Agreement, and Specifications covering said work. Failure on the part of the Contractor, immediately after Notice to correct workmanship shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such remediation work and/or repair from the Contractor, who shall in any event be jointly and severally liable to the County for all damage, loss, and expense caused to the County by reasons of the Contractor's breach of this Agreement and/or his failure to comply strictly and in all things with this Agreement and with the Specifications.

4. **TERM OF CONTRACT/RENEWAL.**

a) This Contract shall be for a period of one year commencing on January 20, 2016 and terminating on January 19, 2017.

b) Unless otherwise indicated as set forth in subsection 34(b), this Agreement shall automatically renew on the anniversary date of the Agreement for four (4) additional one year periods. Unless earlier terminated as provided in the terms of this Agreement, this Agreement shall terminate on January 19, 2021. The contract amount agreed to herein may be adjusted annually, on the renewal date of each year, by a percentage equal to the percentage increase in the CPI for urban consumers for the preceding calendar year. In the event of a deflationary CPI, no adjustment shall be made.

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 his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

6. **ASSIGNMENT.** The Contractor shall not assign 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 Board may deem necessary. This Agreement shall be incorporated by reference into any assignment and

any assignee 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 Board in addition to the total agreed-upon price of the services/goods of the contractor.

7. **COMPLIANCE WITH THE 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 regulation 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.

All employees or subcontractors of the Contractor must pass an airport background investigation. All employees or subcontractors of the Contractor who are not citizens of the United States must have and possess documented authorization to work in the United States, issued by the government of the United States. Failure of such person to have and possess such documentation is a material breach of the contract and will entitle Monroe County to terminate the contract for cause. The arrest, detention or taking into custody of any of the Contractor's employees or subcontractors by the Bureau of Customs and Border Protection constitutes sufficient evidence under this contract that the contractor has committed a material breach and entitles Monroe County to terminate this contract for cause.

8. **INSURANCE.** Prior to execution of this Agreement, the Contractor shall furnish to the County Certificates of Insurance for the following coverage:

Worker's Compensation - $100,000 Bodily Injury by Accident; $500,000 Bodily Injury by Disease, policy limits; $100,000 Bodily Injury by Disease, each employee
Vehicle Liability - $100,000 combined single limit
General Liability - $300,000 combined single limit
Employee Dishonesty - $100,000

a) Certificates of Insurance must be provided to Monroe County prior to execution of this Agreement and within fifteen days after award of proposal, with Monroe County BOCC listed as additionally insured on all except Workers Compensation. Thereafter, the Contractor must keep in full force and effect all of the insurance coverages listed above during the term of this Agreement. If the insurance policies originally purchased that meet the requirements are canceled, terminated or reduced in coverage, then the Contractor must immediately substitute complying policies so that no gap in coverage occurs.

b) All forms of insurance required above shall be from insurers acceptable to the County.

c) 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 days prior notification is given to the County by the insurer.

d) 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 days prior notification is given to the County by the insurer.

e) The insurance required of the Contractor by the terms of this Agreement is for the protection of the County, its property and employees, and the general public. The insurance requirement is not, however, for the protection of any specific member of the general public who might be injured because of an act or omission of the Contractor. The insurance requirements do not make any specific injured member of the general public a third party beneficiary under this Agreement. Therefore, any failure by the County to enforce these insurance requirements, or terminate this Contract if the Contractor becomes uninsured or underinsured, is not a breach of any duty or obligation owed to any specific member of the general public and cannot form the basis of any County liability to a specific member of the general public or his/her dependents, or estate or heirs.

f) Notwithstanding the provisions of paragraph 34, the County may immediately treat the Contractor in default if the Contractor fails to maintain the insurance required by this paragraph 8. Before terminating the agreement in this situation, the County need only provide the Contractor 24-hour notice by FAX or overnight courier. The County may, but need not, provide the Contractor with an opportunity to cure the default.

9. **INDEMNIFY AND 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 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 of remediation and costs of additional security measures that the Federal Aviation Administration, the Transportation Security Administration or any other governmental agency requires by reason of, or in connection with a violation of any federal law or regulation, attorneys' 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 Contractor or any of its employees, agents, contractors or other invitees on the Airport during the term of this Agreement, (B) the negligence or willful misconduct of Contractor or any of its employees, agents, contractors or other invitees, or (C) Contractor'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 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.

10. **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 four years following the termination of this Agreement. If an auditor employed by the County or

Clerk determines that monies paid to the 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.

11. **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 will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. 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.

12. **SEVERABILITY.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. 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.

13. **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.

14. **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.

15. **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.

16. **ADJUDICATIONS 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.

17. **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.

18. **NONDISCRIMINATION.** Contractor will 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 based of disability; 10) Secs. 13-101, et seq., Monroe County Code, relating to discrimination based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identify 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. The Contractor expressly understands that upon a determination by a court of competent jurisdiction that the Contractor has discriminated against any person, this agreement automatically terminates without any further action on the part of any party, effective the date of the Court order.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **LEGAL OBLIGATIIONS 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 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.

27. **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.

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. **FUNDING AVAILABILITY.** In the event that funds from Airports Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this Agreement may then be terminated immediately at the option of the Board by written notice of termination delivered in person or by mail to the contractor. The Board shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

32. **PROFESSIONAL RESPONSIBILITY.** The Contractor 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. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Board is contingent upon retention of appropriate local, state, and/or federal certification and/or licenser of contractor.

33. **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
Airport Director
Key West International Airport
3491 S. Roosevelt Boulevard
Key West, FL 33040
(305) 809-5200

FOR CONTRACTOR
Gerson Feigenbaum
92 Bay Drive
Key West, Florida 33040
Phone: (305) 304-7855
Fax: (305) 745-3677

34. **CANCELLATION.**

a) The failure by the Contractor to comply with all the terms and conditions of this Agreement shall constitute a default/breach under the terms of this Agreement. Unless the County has accepted in writing a delay in performance of the services enumerated in Exhibit A,

the failure by the Contractor to perform said services shall also constitute a default/breach under the terms of this agreement. In the event of a default/breach of the Agreement, the County may cancel this Agreement for cause with seven days notice to the contractor.

b) Except for the County's termination because of non-appropriation in paragraph 32 or because of lack of insurance coverage in paragraph 8f. either of the parties hereto may cancel this agreement without cause by giving the other party thirty days written notice of its intention to do so.

35. **AIRPORT SECURITY.**

a) General. The Transportation Security Administration is the federal agency primarily responsible for overseeing the security measures utilized by the airport owner pursuant to the relevant provisions of Chapter 49, United States Code, and regulations adopted under the authority of the Code, including but not limited to 49 CFR 1540, et seq. Violations of the statutes or regulations may result in severe civil monetary penalties being assessed against the airport operator. It is the intent of the airport operator that the burdens and consequences of any security violations imposed upon the airport operator as a result of actions by an airport tenant or the airport tenant's employees, agents, invitees, or licensees shall be borne by the airport tenant.

b) Airport Tenant Defined. An airport tenant means any person, entity, organization, partnership, corporation, or other legal association that has an agreement with the airport operator to conduct business on airport property. The term also includes an airport tenant as defined in 49 CFR 1540.5. Each signatory to this Agreement, other than the airport operator, is an airport tenant.

c) Airport Operator Defined. As used in this Agreement, airport operator means Monroe County, Florida, its elected and appointed officers, and its employees.

d) Airport Property Defined. Airport property shall mean the property owned or leased by, or being lawfully used by, the airport operator for civil aviation and airport-related purposes.

For purposes of this Agreement, airport property is the property generally referred to as the Key West Airport, the Marathon Airport, or both as may be set forth in this Agreement.

e) Inspection Authority. The airport tenant agrees to allow Transportation Security Administration (TSA) authorized personnel, at any time or any place, to make inspections or tests, including copying records, to determine compliance of the airport operator or airport tenant with the applicable security requirements of Chapter 49, United States Code, and 49 CFR 1540, et seq.

f) Airport Security Program. The airport tenant agrees to become familiar, to the extent permitted by the airport operator, with the Airport Security Program promulgated by the airport operator and approved by TSA, and also agrees to conform its' operations and business activities to the requirements of the Airport Security Program.

g) Tenant Security Program. If permitted under TSA regulations, the airport tenant may voluntarily undertake to maintain an Airport Tenant Security Program as referred to in 49

CFR 1542.113. If the airport tenant voluntarily promulgates an Airport Tenant Security Program that is approved by TSA, such program, as may be amended and approved from time to time, shall be automatically incorporated into this Agreement.

h) Breach of Agreement. Should TSA determine that the airport tenant or one or more of the airport tenant's employees, agents, invitees, or licensees has committed an act or omitted to act as required, and such act or omission is a violation which results in TSA imposing a civil penalty against the airport operator in accordance with TSA's Enforcement Sanction Guidance Policy, such determination and imposition of a civil penalty by TSA shall be considered a significant breach of this Agreement.

(1). Minimum Violation. If the violation is the first or second violation attributed to the airport tenant and is a civil penalty "minimum violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, mitigating, compromising, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures. If the violation is a third violation, or there are multiple violations in excess of two violations, that is or are a civil penalty "minimum violation", the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(2). Moderate Violation. If the violation is the first or second violation attributed to the airport tenant and is a civil penalty "moderate violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport tenant may cause all of airport tenant's employees involved in the airport tenant's business operations on the airport property to undergo such security training as may be required by the airport operator. The total cost of the training shall be paid for by the airport tenant. If the violation is a third violation, or there are multiple violations in excess of two violations, that is or are a civil penalty "moderate violation", the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(3). Maximum Violation. If the violation is the first violation attributed to the airport tenant and is a civil penalty "maximum violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines and penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport tenant may cause all of airport tenant's employees involved in the airport tenant's business operations on the airport property to undergo such security training as may be required by the airport operator. The total cost of the training shall be paid for by the airport tenant. If the violation is a second violation, or there are multiple violations, that is or are a civil penalty "maximum violation", the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(4). Mitigation of Breach. TSA has a policy of forgoing civil penalty actions when the airport operator detects violations, promptly discloses the violations to TSA, and takes prompt corrective action to ensure that the same or similar violations do not recur. This policy is known as the TSA Voluntary Disclosure Program Policy, and is designed to encourage compliance with TSA regulations, foster secure practices, and encourage the development of internal evaluation programs. The airport tenant agrees that upon detecting a violation the airport tenant will immediately report it to the airport operator. Should the TSA ultimately determine that the violation was committed by the airport tenant, or an employee, agent, invitee, or licensee of the airport tenant, but the violation should result in the issuance of a letter of correction in lieu of a civil penalty, then the airport tenant shall reimburse the airport operator the total costs incurred by the airport operator in investigating, defending, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, mitigation, or taking of remedial action measures. A violation resulting in the issuance of a letter of correction shall not be considered to be a breach of this Agreement by the airport tenant.

(5). Survival of Sub-Section. This sub-section h shall survive the cancellation or termination of this Agreement, and shall be in full force and effect.

i) Hold Harmless; Indemnification; Defense; Release; Survival. Notwithstanding any minimum insurance requirements prescribed elsewhere in this Agreement, the airport tenant agrees to hold harmless, indemnify, defend and release the airport operator, and the airport operator's elected and appointed officers and employees, from any claims, actions, causes of action, litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any and all types of injury, including death, loss, damage, fines, penalties, or business interruption of any nature whatsoever, of or to any person or property in connection with the use of the airport property under this Agreement, regardless of causation and including criminal acts of third parties; and especially including any and all fines, penalties, out of pocket expenses, attorney's fees and costs, and costs of remediation or

additional security measures required to be implemented by any governmental agency (including but not limited to the Federal Aviation Administration and the Transportation Security Administration) resulting from a violation of any federal law or federal regulation. This sub-section shall survive the cancellation or termination of this Agreement.

36. **MUTUTAL REVIEW.** This agreement has been carefully reviewed by the Contractor and the County, therefore this agreement is not to be construed against either party on the basis of authorship.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2016.

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor

GARDENS OF EDEN OF THE FLORIDA KEYS, INC.

By: _____
SECRETARY / TREASURER
Title

_____
_____
Witnesses

This document was prepared and approved as to form by:

_____
Pedro J. Mercado, Esq., Assistant County Attorney
Florida Bar No.: 0084050
P.O. Box 1026
Key West, FL 33041-1026
(305) 292-3470

EXHIBIT A

LANDSCAPING SERVICES – KEY WEST INTERNATIONAL AIRPORT

Landscaping services are to be provided at the Key West International Airport, located at 3491 South Roosevelt Boulevard, Key West, Florida 33040 for the Terminal area, ARFF Building, parking lots, access roads, and the Airfield - AOA/SIDA areas. Services are to be provided five (5) days per week as follows:

GROUNDS - TERMINAL AREAS, ARFF BUILDING, PARKING LOTS AREAS

- Daily pick up trash and refuse throughout all parking lot areas.
- Mow and trim all grass areas as needed including county parking, East Martello, the area adjacent to the DMV and the land area at the western end of the runway.
- Weed trimming around hillside area and rim created around the perimeter of the relocated salt pond.
- Water potted plants as required.
- Fertilize plants, pots, shrubs and grass as needed.
- Trim palm trees to insure that fronds do not interfere with traffic.
- Trim and shape shrubbery as necessary.
- After mowing and trimming, remove all debris and blow area.

GROUNDS - ACCESS ROADS

- Daily pick up trash and refuse along the roadside.
- Trim palm trees to insure that fronds do not interfere with traffic.
- Trim and shape shrubbery as necessary.
- Mow and trim all grass areas as needed.
- After mowing and trimming, remove all debris and blow area.
- Trim trees for safety prior to the start of hurricane season.
- Mowing is to be done at night between the hours of 10:00 p.m. to 5 a.m.

AIRFIELD GROUNDS - AIR OPERATIONS AREA AND SECURITY IDENTIFICATION AREA

- Mow and trim all grass Taxiway Safety Areas to ensure that taxiway lights are clear of grass and all grass areas are maintained at an acceptable height, as determined by the airport operations department.
- All Taxiway Safety Area mowing will be done between the hours of 12:01 A.M. – 0500 A.M., all personnel must be properly trained and equipment must be properly lighted and equipped with an aviation radio.
- Mow and trim all grass Runway Safety Areas and overruns (EMAS beds) to assure that runway lights and other navigational aids are maintained clear of grass and all grass areas are maintained at an acceptable height, as determined by the airport operations department.
- All Runway Safety Area mowing will be done between the hours of 12:01 A.M. – 0500 A.M., all personnel must be properly trained and equipment must be properly lighted and equipped with an aviation radio.
- All other airfield areas, mow and trim grass areas as needed to assure grass areas are maintained at an acceptable height, as determined by the airport operations department.

- All other areas may be done during normal air carrier operational times (day time), all personnel must be properly trained and equipment must be properly lighted and equipped with an aviation radio.

OUTER GROUNDS - GOVERNMENT ROAD/BUNKER AREA

- As needed, mow and trim Bunker area and on Airport property along Government Road.

FENCE PERIMETER

- Shall be mowed and trimmed per all FAA, TSA and Airport standards as determined by the airport operations department.

SUPPLIES AND EQUIPMENT

- Contractor to provide own supplies and equipment, and materials

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Airports

Bulk Item: Yes X No ___ Staff Contact /Phone #: Don DeGraw - 5210

AGENDA ITEM WORDING: 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 BACKGROUND: The two Airports currently do not have a contract in place for vending machine services. The airport would like to establish a written contract with a qualified vending machine operator (s) to provide the public with the ability to purchase food and beverages at any time, and to allow the airports to receive an additional revenue source.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: $500 Approx. (Bid Ad.) **INDIRECT COST:** N/A **BUDGETED:** Yes X No ____

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $500 Approx. **SOURCE OF FUNDS:** Airport Operating Funds (404)

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

APPROVED BY: County Attorney ___ OMB/Purchasing CB Risk Management ML

DOCUMENTATION: Included ___ Not Required X

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

EJW 4

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Engineering Services

Bulk Item: Yes X No ____ Staff Contact /Phone #: Judy Clarke X4329

AGENDA ITEM WORDING: 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.

ITEM BACKGROUND: Construction on the project began in October 2015. Based on additional nuisance flooding data obtained during the fall 2015 King Tide event, staff determined that evaluation and adaptation for increased SLR by the design engineer of record was warranted.

PREVIOUS RELEVANT BOCC ACTION:
March 2013 – The BOCC approved a Contract with IMS Infrastructure Management Services for Asphalt Pavement and Management Services.
January 2014 – The BOCC approved the On Call contract for Professional Services between County and EAC Consulting, Inc.
May 2014 – The BOCC approved the task order with EAC Consulting, Inc. for engineering design and permitting services for Key Largo (Lake Surprise Estates) Roadway and Drainage Improvements project in the amount of $250,429.57.
July 2015 – The BOCC approved the construction contract with Douglas N. Higgins, Inc., for the Lake Surprise Estates Roadway and Drainage Improvements project in the amount of $2,664,839.50.
July 2015 – The BOCC approved the construction and engineering services (CEI) contract for Lake Surprise with RS&H, Inc. in the amount of $264,322.64.

CONTRACT/AGREEMENT CHANGES: The amendment adds fieldwork and preliminary analysis to adapt the project for sea level rise projections based on 2015 tidal data for an additional fee of $27,240.

STAFF RECOMMENDATIONS: Approve Amendment 1 to task order.

TOTAL COST: $277,669.57 **INDIRECT COST:** _____ **BUDGETED:** Yes X No____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $277,669.57 **SOURCE OF FUNDS:** 304- Infrastructure Sales Tax

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

APPROVED BY: County Attorney ___ OMB/Purchasing MW Risk Management MS

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: EAC Consulting, Inc. Contract #_____ Task Order

Effective Date: 12/8/15

Expiration Date: 10/17/2016

Contract Purpose/Description:

Amendment 1 to Task Order under On Call Professional Engineering Services Contract 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 projections based on 2015 tidal data for an additional fee of $27,240.

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

for BOCC meeting on 1/20/2016 Agenda Deadline: January 5, 2016

CONTRACT COSTS

Total Dollar Value of Contract: $ 277,669.57 Current Year Portion: $ 277,669.57

Budgeted? Yes ☒ No ☐ Account Codes: 304-27000-CR1501-530340

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	1/4/2016	Yes ☐ No ☑	Judith A. Clarke	1/4/2016
Risk Management	12-22-15	Yes ☐ No ☐	M Lloyd	12-22-15
O.M.B./Purchasing	12/23/15	Yes ☐ No ☐	[illegible]	12/29/15
County Attorney	12/21/15	Yes ☐ No ☑	Christine Hilbert-Barnes	12/21/15

Comments: _____

AMENDMENT 1 TO TASK ORDER FOR
ON CALL PROFESSIONAL SERVICES BETWEEN MONROE COUNTY AND EAC CONSULTING, INC.
FOR
KEY LARGO (LAKE SURPRISE ESTATES) ROADWAY AND DRAINAGE IMPROVEMENTS PROJECT

In accordance with the Continuing Contract for On Call Professional Engineering Services made and entered on the **16th** day of **January 2014** between **Monroe County** hereinafter referred to as the "County" and **EAC Consulting, Inc.** hereinafter referred to as "Consultant" where design services are allowed if construction costs do not exceed $2,000,000.

All terms and conditions of the referenced Contract For On Call Professional Engineering Services apply to the Task Order, unless the Task Order modifies an Article of the Agreement of which will be specifically referenced in this Task Order and the modification shall be precisely described.

This amendment is retroactively effective to December 8th, 2015.

Article II Scope of Basic Services, Paragraph 2.1.1 is amended as follows:

The scope of services for the Key Largo (Lake Surprise Estates) Roadway And Drainage Improvements project will be revised as detailed in Attachment A to conduct fieldwork and preliminary analysis to adapt the project for sea level rise projections based on 2015 tidal data.

Article VII Compensation, Paragraph 7.1 is amended to include the following:

The Consultant shall be paid monthly; the following additional lump sum task amount will apply:

Task 6: Additional Services:

Tasks	Descriptions	Fee
1	Data Collection & Review – Lump Sum	$9,480.00
2	Preliminary Analysis – Lump Sum	$13,480.00
	Project Management –Lump Sum	$3,780.00
	Reimburseables	$500.00
	TOTAL (LUMP SUM)	**$27,240.00**

All other details of the Task Order executed on May 21, 2014 remain in effect.

IN WITNESS WHEREOF, each party caused the Amended Task Order to be executed by its duly authorized representative.

Consultant
EAC Consulting, Inc.

Signature — Date: 12/22/15

Michael Adeife, P.E., Vice President
Print Name/Title

Witness:

Signature — Date: 12/22/15

Ivonne Pineda
Print Name

(SEAL)
Attest: Amy Heavilin, Clerk

By: _____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

by: _____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 12/21/15

Attachment A

EAC Consulting, Inc.

December 8, 2015

Judith S. Clarke, P.E.
Director of Engineering Services
Monroe County Engineering
1100 Simonton St, Room 216
Key West, FL 33040

Judy,
Let's get this started so we can incorporate the best SLR info into the construction. We can get BOCC ratification in January.
kevinw KW

Re: Fee proposal to perform preliminary analysis to identify adjacent properties and structures within right of way to be impacted by the sea level rise (SLR) considerations in Roadway and Drainage Improvements design for Lake Surprise Estate Subdivision

Dear Ms. Clarke;

EAC Consulting Inc. (EAC) is pleased to submit this fee proposal to Monroe County to provide civil engineering services in reference to County's request to incorporate Sea Level Rise (SLR) considerations with respect to infrastructure improvements proposed within Lake Surprise Estate.

Background & Scope of Services:
Monroe County has conducted a sea level rise study and the recommendation from the study to maintain roadway elevations at a minimum 2.93 feet NGVD. Accordingly, the County intends to ensure compliance with this requirement by elevating the roadways within the subdivision to accomplish a minimum edge of pavement elevation at 2.93 ft NGVD and maintaining a 2% roadway cross slope cross section. The County requires EAC Consulting, Inc., to perform a preliminary analysis to determine the following:

1. Identify the adjacent properties of the roadways that will be impacted by raising the elevation of the roadway
2. Identify the structures within the right of way that will be impacted by the raising of the elevation of the roadway.

The following roadways segments are assumed to be impacted and thus will be included in the analysis:

- Long Key Road (From Largo Road to North End)
- Lower Matecumbe Road (From Plantation Road to North End)
- Largo Road (From Grassy Road to Plantation Road)
- Plantation Road (From Largo Road to Upper Matecumbe Road)
- Upper Matecumbe Road (250 LF From Plantation Road)
- Lake Surprise (150 LF From Private Community – West End)
- Vaca Road (250 LF From West End)
- Bahia Honda Road (From East End to Largo Road)
- Big Pine Road (From East End to Largo Road)
- Summerland Road (From East End to Overseas Highway/ US-1)
- Largo Road (From Bahia Honda Road to Big Pine Road)

Task 1 – Data Collection and Review:

- **Site Visits:** EAC will conduct site visits to identify any obstacle for tie-ins, harmonization, drainage or gravity wall construction to incorporate in the survey and analysis. Based on the amount of houses two days have been allocated for the site visits.

Task 2 – Preliminary Analysis:

EAC will review the sea level rise report which is provided by the County to incorporate into the analysis. The elevation difference between the raised edge of pavement and the existing right of way boundary every 100 feet will be analyzed to determine the effect of the harmonization.

815 NW 57 Avenue, Suite 402 | Miami, FL 33126 | Phone: 305-264-2557 | Fax: 305-264-8363 | www.eacconsult.com | CA # 7011

Deliverables:
EAC shall furnish to the County a letter report identifying the houses that will be impacted and thus requiring survey and agreements between the property owners and the county for harmonization. The letter report will also identify the structures that need to be adjusted due to the elevation change.

Schedule:
EAC will provide the report on December 18, 2015.

Fee and Costs:
Our fee proposal is summarized as follows:

Tasks	Descriptions	Fee
1	Data Collection & Review – Lump Sum	$9,480.00
2	Preliminary Analysis – Lump Sum	$13,480.00
	Project Management –Lump Sum	$3,780.00
	Reimburseables	$500.00
	TOTAL (LUMP SUM)	**$27,240.00**

We thank you for the opportunity and look forward to work with the County on this project.

Sincerely,
EAC Consulting, Inc

Sharmin Siddique, P.E.
Senior Project Manager

EAC Consulting, Inc. 815 NW 57th Avenue, Suite 402 Maimi, Fl 33126 (305) 264-2557 FAX (305) 264-5507 EAC Project No.	CONTRACT FEE COMPUTATION (BASIC SERVICES) Description: Lake Surprise-Additional Services Preliminary Analysis Sea Level Rise Impact Key Largo, Monroe County

NO./ACTIVITY Task / Hourly Rate	Principal Manhours $ 225.00	Project Manager Manhours $ 190.00	Senior Engineer Manhours $ 185.00	Project Engineer Manhours $ 125.00	Snr. Eng. Technician Manhours $95.00		TOTAL Hours	Cost For Activity	Avg. Hourly Rate
Project Management		16	4				20	$3,780	
Data Collection and Review		8	16	40			64	$9,480	
Analysis		16	24	48			88	$13,480	
TOTAL MANHOURS		40	44	88		172	172		
		$7,600.00	$8,140.00	$11,000.00		$26,740.00		$26,740	

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES	
Project Management	$3,780.00
Data Collection and Review	$9,480.00
Analysis	$13,480.00
TOTAL	$26,740.00

TOTAL CONTRACT FEE COMPUTATION		
Total Activity Salary Costs		$26,740
(2) Fringe Benefits		
	100%	$26,740
Sub-total/Salary Related Costs)		$26,740
(c)Direct Reimbursables (Out-of-Pocket) (Lump Sum)		$500
Sub-Total :		$27,240
Sub-Total - Subconsultants		
TOTAL FEE (LUMP SUM)		$27,240
Rounded Total (Lump Sum)		$27,240

(Check Appropriate Box)
[x]

Prepared By:	EAC CONSULTING, INC.	
Date:	December 8, 2015	
Revised By:	EAC CONSULTING, INC.	
Date:	December 8, 2015	

TASK ORDER FOR ON CALL PROFESSIONAL SERVICES BETWEEN MONROE COUNTY AND EAC CONSULTING, INC. FOR KEY LARGO (LAKE SURPRISE ESTATES) ROADWAY AND DRAINAGE IMPROVEMENTS PROJECT

In accordance with the Continuing Contract for On Call Professional Engineering Services made and entered on the **16th** day of **January 2014** between **Monroe County** hereinafter referred to as the "County" and **EAC Consulting, Inc.** hereinafter referred to as "Consultant" where design services are allowed if construction costs do not exceed $2,000,000.

All terms and conditions of the referenced Contract For On Call Professional Engineering Services apply to the Task Order, unless the Task Order modifies an Article of the Agreement of which will be specifically referenced in this Task Order and the modification shall be precisely described.

This Task Order is effective on the **21st** Day of **May, 2014.**

Article II Scope of Basic Services, Paragraph 2.1.1 is amended as follows:

The scope of services for the Key Largo (Lake Surprise Estates) Roadway And Drainage Improvements project will include completion of design for construction and any required permitting for the asphalt overlay, milling and resurfacing, roadway reconstruction including establishing roadway crowns and the installation of french drains for the roads in the Lake Surprise Estates subdivision of Key Largo.

The Design for Construction shall include, but shall not necessarily be limited to, plans and specifications which describe all systems, elements, details, components, materials, equipment, and other information necessary for construction. The Design for Construction shall be accurate, coordinated and in all respects adequate for construction and shall be in conformity, and comply, with all applicable law, codes, permits, and regulations. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the County.

Details of the scope of services are outlined below and included in the Consultant's proposal that is attached to this task order as Exhibit A.

1.0 DESIGN DEVELOPMENT

The Consultant will evaluate existing adjacent environment and habitat and provide a design that eliminates or minimizes impacts to the surrounding environment and habitat.

2.0 CONSTRUCTION DOCUMENTS PHASE

2.1 The Consultant shall prepare, for approval by the County, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project. Construction documents shall conform to the standards contained in the following:

1. Florida Department of Transportation Roadway Plans Preparation Manuals
http://www.dot.state.fl.us/rddesign/PPMManual/PPM.shtm

2. Florida Department of Transportation Design Standards
http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm

3. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm

4. Florida Department of Transportation Surveying Procedure
http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/550030101.pdf

5. Florida Department of Transportation Drainage Manual
http://www.dot.state.fl.us/rddesign/dr/files/2008DrainageManual.pdf

6. MUTCD
http://mutcd.fhwa.dot.gov/

7. American Disabilities Act
http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625020015.pdf

8. Florida Department of Transportation Flexible Pavement Design Manual
http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm

9. Florida Statutes
http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948

2.2. The Consultant shall provide Drawings and applicable Technical Specifications for the County's review.

2.3 Upon completion of the Construction Documents Phase, the Consultant shall provide Construction Documents for the County's approval. Upon approval by the County the Consultant shall provide the County up to 5 sets of Construction Documents that have been signed and sealed by the Engineer. The Consultant shall also provide an electronic version of the construction documents. The Consultant shall provide an estimate of anticipated construction cost in accordance with the construction development phase.

2.4 The Consultant shall assist the County in the preparation of the necessary bidding information for the production of bidding forms, the Conditions of the Contracts, and the forms of Agreements between the County and the Contractors by providing supporting information as to the projects scope, bid items, estimated quantities and construction duration. The County shall prepare all Bidding Forms, Conditions of the Contract, and Forms of Agreement.

2.5 The Consultant's construction documents (plans, specifications, etc) will conform to all codes and regulations of the federal government, county, state, municipalities, agencies and state departments, in effect at the date of this Agreement, and shall be of such completion as to be acceptable for review and ruling by said agencies when permits are applied for. The Consultant shall use due care in determining permit

requirements and shall meet with regulatory agencies as necessary to coordinate specific permit requirements. The Consultant shall document all meetings and conversations with said regulatory agencies. If permits are denied for incompleteness or for lack of following said codes or regulations, or permit requirements, then the Engineer will conform the construction documents in such manner to receive permits upon such plans. Work required by the Consultant to conform documents to federal, state, city, county, or agency specifications to allow them to be approved shall be completed at no charge or cost to the County, unless said requirements are changed during the course of the project.

2.6 The County shall be responsible for the timely submittal of all permit application fees.

2.7 At the 60% and 100% design phases the Consultant shall provide drawings and other documents which depict the current status of design for the County's review and information. The Consultant shall provide an estimate of anticipated construction costs and construction schedule.

2.8 As needed, the Engineer will provide clarification and answers to questions from prospective bidders during the construction bid process. Answers will be provided in a timely manner in order to facilitate bidding.

3.0 CONSTRUCTION DOCUMENTS PHASE REQUIREMENTS

To satisfactorily perform the Construction Documents phase requirement, the Engineer must complete the tasks set forth in items 3.1 through 3.4.

3.1 Construction Plans – This consists of, at a minimum, Key Sheet, Summary of Pay Items and Quantities, Drainage Map, Project Layout, Plan and Profile sheets, Typical Sections, Detail sheets, General Notes, Traffic Control Plan. Construction plans shall be in accordance with FDOT Plans Preparation Manual.

3.2 Specifications – For general specifications, FDOT Specifications will be used. Comprehensive, abbreviated methods, materials and systems descriptions in tune with the drawings will be developed as necessary with Technical Special Provisions.

3.3 Schedules – Prepare an estimate of the Construction Time.

3.4 Estimate of Construction Cost – Estimate of anticipated cost in accordance with the Construction Documents.

4.0 CONSTRUCTION COST

Contemporaneously with the submission of the Design, the Consultant shall submit to the County in writing its final estimate of the contractor's anticipated bid price for constructing the Project. Once submitted, the final anticipated price estimate shall be adjusted by the Consultant to reflect any increase or decrease in anticipated price resulting from a change in Design.

4.1 The Construction Cost shall be the total estimated bid cost to the County of all elements of the Project designed or specified by the Engineer.

4.2 The Construction Cost shall include the cost at current market rates of labor and materials and Equipment designed, specified, selected or specially provided for by the Engineer, plus a reasonable allowance for Contractor's overhead and profit.

4.3 Construction cost does not include the compensation of the Consultant and the sub-consultants, the costs of land, rights-of-way, financing or other costs which are the responsibility of the County.

4.4 The Engineer agrees that, should the bid for construction of the project exceed its estimate by ten percent (10%) or more, it will redesign, redraw or rebid, at no additional cost or expense to the County, until the bids are within the stated limits.

Construction Phase services will be included in future task orders.

Article VII, Paragraph 7.1 is amended to include the following:

The Consultant shall be paid monthly; the following lump sum amounts will apply for each task (except where noted):

Task 1: Pre-Design Services	**$ 24,205.00**
Task 2: 60% Construction Documents	**$ 38,909.00**
Task 3: 100% Construction Documents	**$ 59,148.00**
Task 4: Permitting (Not to Exceed)	**$ 11,893.00**
Task 5: Bid and Award & Construction Support Services	**$ 13,440.00**
Surveying and Mapping	**$ 49,652.48**
Subsurface Utility Engineering (Not to Exceed)	**$ 26,300.00**
Geotechnical Engineering	**$ 19,882.09**
Environmental Investigations	**$ 4,000.00**
Reimbursables (Not to Exceed)	**$ 3,000.00**
Total	**$ 250,429.00**

Article IX Miscellaneous, Paragraph 9.21 is amended as follows:

Pursuant to F.S. 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 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 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 Monroe County in a format that is compatible with the information technology systems of Monroe County.

Paragraph 9.29 Federal Highway Administration Requirements do not apply to this project.

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IN WITNESS WHEREOF, each party caused the Task Order to be executed by its duly authorized representative.

Consultant
EAC Consulting, Inc.

Signature 5/2/14 Date

Vice President, Civil Engineering
Title

Witness:

Signature 5-2-14 Date

(SEAL)
Attest: Amy Heavilin, Clerk

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

by: _____
Mayor/Chairman

Date: 05/21/2014

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 5/16/14

AMENDMENT 1 TO THE
AGREEMENT FOR ON CALL PROFESSIONAL ENGINEERING SERVICES

THIS AMENDMENT 1 to the Agreement dated January 16, 2014, between Monroe County, whose address is 1100 Simonton Street, Room 2-216 Key West, Florida 33040, hereafter the "COUNTY" and EAC Consulting Inc., a Corporation of the State of Florida, whose address is 815 NW 57th Avenue, Suite 402, Miami, Florida 33126, hereafter the "CONSULTANT" is entered into on this 18th day of March 2015.

WHEREAS, on the 16th day of January 2014, the parties entered into an Agreement for On Call Professional Engineering Services authorizing the Consultant to provide professional services for miscellaneous projects in which construction costs do not exceed $2,000,000.00 in the form of Task Orders issued for specific services; and

WHEREAS, personnel referenced in Section 2.3 and Section 6.1 of the Agreement has changed and the County finds the change in personnel acceptable:

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and Consultant agree to amend the Agreement as follows:

1. Section 2.3 Notice Requirement – Replace Huntley Higgins with Sharmin Siddique, P.E.
2. Section 6.1 Personnel - Replace Huntley Higgins with Sharmin Siddique, Project Manager

In all other respects the Agreement dated January 16, 2014 remains in full force and effect.

In WITNESS WHEREOF each party hereto has caused this contract to be executed by its duly authorized representative.

(SEAL)
Attest: AMY HEAVILIN, Clerk
By: Deputy Clerk
Date: March 18, 2015

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA
By: Mayor/Chairman

(SEAL)
Attest:
By:
Title: Contracts Specialist

EAC CONSULTING INC.
By:
Title: Vice President Civil Engineering

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Christine M. Limbert-Barrow
CHRISTINE M. LIMBERT-BARROW
ASSISTANT COUNTY ATTORNEY
Date 1/26/15

AGREEMENT FOR

ON CALL PROFESSIONAL ENGINEERING SERVICES

This Agreement ("Agreement") made and entered into this 16th day of January, 20 14 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"),

AND

EAC Consulting, Inc., a Corporation of the State of Florida, whose address is 815 NW 57th Avenue, Suite 402, Miami, Florida 33126 its successors and assigns, hereinafter referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, COUNTY desires to employ the professional engineering services of CONSULTANT for various County Projects located in Monroe County, Florida and

WHEREAS, CONSULTANT has agreed to provide professional services for miscellaneous projects in which construction costs do not exceed $2,000,000.00

The professional services required by this Contract will be for services in the form of a continuing contract, commencing the effective date of this agreement and ending four years thereafter, with options for the County to renew for one additional 1 year period.

Specific services will be performed pursuant to individual task orders issued by the COUNTY and agreed to by the CONSULTANT. Task Orders will contain specific scope of work, time schedule, charges and payment conditions, and additional terms and conditions that are applicable to such Task Orders.

Execution of a Task Order by the COUNTY and the CONSULTANT constitutes the COUNTY's written authorization to CONSULTANT to proceed with the services described in the Task Order.

The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified. When a Task Order is to modify a provision of this Agreement, the Article of this Agreement to be modified will be specifically referenced in the Task Order and the modification shall be precisely described.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONSULTANT agree as follows:

FORM OF AGREEMENT

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Agreement, CONSULTANT makes the following express representations and warranties to the COUNTY:

1.1.1 The CONSULTANT shall maintain all necessary licenses, permits or other authorizations necessary to act as CONSULTANT for the Project until the CONSULTANT'S duties hereunder have been fully satisfied;

1.1.2 The CONSULTANT has become familiar with the Project site and the local conditions under which the Work is to be completed.

1.1.3 The CONSULTANT shall prepare all documents required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be in conformity and comply with all applicable law, codes and regulations. The CONSULTANT warrants that the documents prepared as a part of this Contract will be adequate and sufficient to accomplish the purposes of the Project, therefore, eliminating any additional construction cost due to missing or incorrect design elements in the contract documents;

1.1.4 The CONSULTANT assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.

1.1.5 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. In providing all services pursuant to this agreement, the CONSULTANT 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 CONSULTANT.

1.1.6 At all times and for all purposes under this agreement the CONSULTANT 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 CONSULTANT or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

1.1.7 The CONSULTANT 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.

ARTICLE II

SCOPE OF BASIC SERVICES

2.1 SCOPE OF WORK

The CONSULTANT will perform for the COUNTY services as described in individual Task Orders in accordance with the requirements outlined in the Agreement and the specific Task Order.

2.2 CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES

The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its subconsultants, or both.

2.3 NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONSULTANT. 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:

Ms. Judith Clarke, P.E.
Director of Engineering Services
Monroe County
1100 Simonton Street, Room 2-216
Key West, Florida 33040

And: Mr. Roman Gastesi, Jr.
Monroe County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040

For the Consultant:

Mr. Huntley Higgins, P.E.
Project Manager
815 NW 57th Avenue, Suite 402
Miami, Florida 33126

ARTICLE III

ADDITIONAL SERVICES

3.1 Additional services are services not included in the Scope of Basic Services. 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 before commencement.

3.2 If Additional Services are required the COUNTY shall issue a letter requesting and describing the requested services to the CONSULTANT. The CONSULTANT shall respond with a fee proposal to perform the requested services. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONSULTANT proceed with the Additional Services.

ARTICLE IV
COUNTY'S RESPONSIBILITIES

4.1 The COUNTY shall provide full information regarding requirements for the Project including physical location of work, county maintained roads, maps.

4.2 The COUNTY shall designate a representative to act on the COUNTY's behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.

4.3 Prompt written notice shall be given by the COUNTY and its representative to the CONSULTANT if they become aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.3.

4.4 The COUNTY shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONSULTANT'S services and work of the contractors.

4.5 The COUNTY's review of any documents prepared by the CONSULTANT or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the COUNTY's criteria, as, and if, modified. No review of such documents shall relieve the CONSULTANT of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

4.6 The COUNTY shall provide copies of necessary documents required to complete the work.

4.7 Any information that may be of assistance to the CONSULTANT that the COUNTY has immediate access to will be provided as requested.

ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS

5.1 The CONSULTANT 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 CONSULTANT, subcontractor(s) and other persons employed or utilized by the CONSULTANT in the performance of the contract.

5.2 The first ten dollars ($10.00) of remuneration paid to the CONSULTANT 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 CONSULTANT, the CONSULTANT 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.

5.3 In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT'S failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify COUNTY from any and all increased expenses resulting from such delays. Should any claims be asserted against COUNTY by virtue of any deficiencies or ambiguity in the plans and specifications provide by the CONSULTANT the CONSULTANT agrees and warrants that CONSULTANT 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.

5.4 The extent of liability is in no way limited to, reduced or lessened by the insurance requirements contained elsewhere within the Agreement.

5.5 This indemnification shall survive the expiration or early termination of the Agreement.

ARTICLE VI
PERSONNEL

6.1 PERSONNEL

The CONSULTANT shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

NAME	FUNCTION
Huntley Higgins, P.E.	Project Manager
Gregory Mendez, P.E.	Senior Civil Engineer
Shari Ramirez, P.E.	Project Engineer
Rodney Devera, P.E.	Project Engineer
Evelyn Rodriguez, E.I.	Senior Engineering Technician

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. If they are replaced the CONSULTANT shall notify the COUNTY of the change immediately.

ARTICLE VII
COMPENSATION

7.1 PAYMENT SUM

7.1.1 The COUNTY shall pay the CONSULTANT in current funds for the CONSULTANT'S performance of this Agreement based on rates negotiated and agreed upon and shown in Attachment A.

7.2 PAYMENTS

7.2.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid monthly. Payment will be made pursuant to the Local Government Prompt Payment Act 218.70, Florida Statutes.

(A) If the CONSULTANT'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONSULTANT shall be equitably adjusted, either upward or downward;

(B) As a condition precedent for any payment due under this Agreement, the CONSULTANT shall submit monthly, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered and reimbursable expenses due hereunder. The CONSULTANT'S invoice shall describe with reasonable particularity the service rendered. The CONSULTANT'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought at the COUNTY may require.

7.3 REIMBURSABLE EXPENSES

7.3.1 Reimbursable expenses include expenses incurred by the CONSULTANT in the interest of the project:

a. Expenses of transportation submitted by CONSULTANT, in writing, and living expenses in connection with travel authorized by the COUNTY, in writing, but only to the extent and in the amounts authorized by Section 112.061, Florida Statutes;

b. Cost of reproducing maps or drawings or other materials used in performing the scope of services;

c. Postage and handling of reports;

7.4 BUDGET

7.4.1 The CONSULTANT 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.

7.4.2 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.

ARTICLE VIII
INSURANCE

8.1 The CONSULTANT 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 CONSULTANT'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.

8.2 The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI or better, that is licensed to 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. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

8.3 CONSULTANT shall obtain and maintain the following policies:

A. Workers' Compensation insurance as required by the State of Florida, sufficient to respond to Florida Statute 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 CONSULTANT or any of its employees, agents or subcontractors or subconsultants, 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 ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) annual aggregate. If the policy is a "claims made" policy, CONSULTANT 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 CONSULTANT'S liabilities hereunder in insurance coverages identified in Paragraphs C and D.

G. CONSULTANT shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by

COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for subconsultants.

H. CONSULTANT 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 CONSULTANT participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONSULTANT may be required to submit updated financial statements from the fund upon request from the COUNTY.

ARTICLE IX
MISCELLANEOUS

9.1 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.

9.2 OWNERSHIP OF THE PROJECT DOCUMENTS

The documents prepared by the CONSULTANT for this Project belong to the COUNTY and may be reproduced and copied without acknowledgement or permission of the CONSULTANT.

9.3 SUCCESSORS AND ASSIGNS

The CONSULTANT 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 for Monroe County and the CONSULTANT, 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. 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.

9.4 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

9.5 TERMINATION

A. In the event that the CONSULTANT shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days written notification to the CONSULTANT.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

9.6 CONTRACT DOCUMENTS

This contract consists of the Request for Proposals, any addenda, the Form of Agreement (Articles I-IX), the CONSULTANT'S response to the RFQ, the documents referred to in the Form of Agreement as a part of this Agreement, and attachments A, B and C, 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 CONSULTANT will control.

9.7 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 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 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, CONSULTANT 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, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant 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 CONUSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

9.8 MAINTENANCE OF RECORDS

CONSULTANT 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 CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONSULTANT, the CONSULTANT shall repay the monies together with

interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

9.9 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 CONSULTANT 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.

9.10 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 CONSULTANT 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.

9.11 ATTORNEY'S FEES AND COSTS

The COUNTY and CONSULTANT 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.

9.12 BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

9.13 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.

9.14 CLAIMS FOR FEDERAL OR STATE AID

CONSULTANT 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.

9.15 ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONSULTANT 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 9.5 concerning termination or cancellation.

9.16 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 CONSULTANT 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 CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

9.17 NONDISCRIMINATION

CONSULTANT 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. CONSULTANT or COUNTY 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 may be amended from time to time, relating to nondiscrimination 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; 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.

9.18 COVENANT OF NO INTEREST

CONSULTANT 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 only interest of each is to perform and receive benefits as recited in this Agreement.

9.19 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.

9.20 NO SOLICITATION/PAYMENT

The CONSULTANT 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 CONSULTANT 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.

9.21 PUBLIC ACCESS.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT.

9.22 NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONSULTANT 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.

9.23 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.

9.24 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.

9.25 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 CONSULTANT and the COUNTY agree that neither the CONSULTANT 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.

9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION

CONSULTANT 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 CONSULTANT 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.

9.27 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.

9.28 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.

9.29 Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE's, as defined in 49 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 CONSULTANT agree to ensure that DBE's have the opportunity to participate in the performance of this 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 the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONSULTANT and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

9.30 FEDERAL HIGHWAY ADMINISTRATION REQUIREMENTS

The following forms and provisions are incorporated in and made a part of this contract.

a). Appendix I of the FDOT Standard Professional Services Agreement is included as Attachment B.

b). The CONSULTANT and any sub-consultants shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the COUNTY deems appropriate.

c). CONSULTANT will comply, and ensure its sub-consultants will comply, with the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions in 49 C.F.R. Part 29, when applicable.

d). Equal Employment Opportunity: In connection with the carrying out of any project, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex national origin, disability or marital status. The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

e). The CONSULTANT and all sub-consultants agree to utilize the U.S Department of Homeland Security's E-verify System to verify the employment eligibility of all new employees hired by the CONSULTANT or sub-consultants during the term of the contract.

f). The CONSULTANT will complete and submit the FDOT Anticipated DBE Participation Statement Form No. 275-030-11A to identify DBE participation as outlined in Paragraph 9.29,

Disadvantaged Business Enterprise (DBE) Policy and Obligations, of the Contract for Professional Services. FDOT has a race neutral program with an 8.6% goal.

g). Executed copies of the FDOT Certification for Disclosure of Lobbying Activities on Federal Aid Contracts and the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts are included as Attachment C.

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: 1·17·2014

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest:

BY: _____

Title: Contracts Specialist

CONSULTANT

By: _____

Title: Vice President Civil Eng.

END OF AGREEMENT

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 12/17/13

ATTACHMENT A
CONSULTANT RATES

Monroe County - On Call Professional Engineering Services

EAC Consulting, Inc.

Proposed Hourly Rates

Position	**Billing Rate**
Principal	$ 225.00
Project Director	$ 215.00
Project Manager	$ 190.00
Snr. Bridge Engineer	$ 188.00
Snr. Civil Engineer	$ 185.00
Project Engineer	$ 125.00
Sr. Engineering Technician	$ 95.00
Engineering Technician	$ 85.00
Resident Engineer	$ 80.00
Sr. Engineer Inspector	$ 86.00
Engineer Inspector	$ 72.00
Clerical	$ 50.00

ATTACHMENT B
APPENDIX I OF THE FDOT STANDARD PROFESSIONAL SERVICES AGREEMENT

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administrationas appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

ATTACHMENT C

Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: EAC Consulting Inc.

By: Michael Adelfe Date: 12/12/13

Authorized Signature: _____

Title: Vice President Civil Engineering

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
10/01

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By _____ Date: 12/12/13
Authorized Signature

Title: Vice President Civil Engineering

Instructions for Certification

1 . By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction','participant', 'person', primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Engineering Services

Bulk Item: Yes X No ___ Staff Contact /Phone #: Judy Clarke X4329

AGENDA ITEM WORDING: Approval of an Agreement with Parsons Brinckerhoff, Inc for Construction Engineering and Inspection (CEI) Services for the Card Sound Bridge Repair Project.

ITEM BACKGROUND: The County requires the services of a CEI consultant to perform inspection services during construction of the Card Sound Road Bridge Repair Project. The County advertised an RFQ for services and received three responses on July 14, 2015. Staff met on October 22, 2015 in a publicly noticed meeting to rank the responses. Parsons Brinckerhoff, Inc. was the highest ranked respondent. This project is funded by a Florida Department of Transportation (FDOT) Small County Outreach Program (SCOP) Agreement grant of 75% with local match of 25%.

PREVIOUS RELEVANT BOCC ACTION: March 21, 2012 – approval by resolution of a Local Agency Program (LAP) Agreement between FDOT and the County for funding for design of repairs to Card Sound Bridge (#904990). **March 20, 2013** – approval to negotiate a contract with Kisinger Campo & Associates (KCA), the highest ranked RFQ respondent, for Engineering Design & Permitting Services. **May 15, 2013** – approval to execute contract with KCA for Engineering Design & Permitting Services for the Card Sound Road Bridge Repair project. **May 20, 2015** – approval by resolution of Small County Outreach Program (SCOP) Agreement with FDOT to provide $3,325,208 funding for Construction and CEI phases of the repair to Card Sound Bridge. **November 17, 2015** – approval to negotiate a contract with Parsons Brinckerhoff, Inc. for CEI Services for the Card Sound Bridge Repair Project.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval as requested above.

TOTAL COST: $336,742.31 **INDIRECT COST:** _____ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $84,186.00 **SOURCE OF FUNDS:** FDOT & Local Match

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

APPROVED BY: County Attorney ___ OMB/Purchasing MW Risk Management MS

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Parsons Brinckerhoff Contract #_____

Effective Date: 1/20/16

Expiration Date: 30 days after construction is complete

Contract Purpose/Description:

Agreement for Construction Engineering & Inspection (CEI) Services for the Card Sound Road Bridge Repair Project.

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

for BOCC meeting on Jan. 20, 2016 Agenda Deadline: January 5, 2016

CONTRACT COSTS

Total Dollar Value of Contract: $ 336,742.31 Current Year Portion: $ 200,000.00

Budgeted? Yes ☒ No ☐ Account Codes: 125-22545-530490-GN1202-530340

Grant: $ 252,557.00

County Match: $ $84,186.00

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	1/4/2016	Yes ☐ No ☑	J. Clarke	1/4/2016
Risk Management	12/23/15	Yes ☐ No ☑	M. Sluss	12/23/15
O.M.B./Purchasing	12/23/15	Yes ☐ No ☑	M Wilson	12/29/15
County Attorney	12/23/15	Yes ☐ No ☑	Christine Hurley-Barnes	12/23/15

Comments: _____

OMB Form Revised 2/27/01 MCP #2

AGREEMENT FOR

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE CARD SOUND BRIDGE REPAIR PROJECT

This Agreement ("Agreement") made and entered into this **20th** day of **January, 2016** by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"),

AND

Parsons Brinckerhoff, Inc., a Corporation of the State of **New York**, whose address is **One Penn Plaza, New York NY 10119** its successors and assigns, hereinafter referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, COUNTY desires to employ the professional services of CONSULTANT construction engineering and inspection (CEI) services for the Card Sound Bridge Repair Project; and

WHEREAS, CONSULTANT has agreed to provide professional services which shall include but not be limited to providing construction engineering and inspection (CEI) services for the Card Sound Bridge Repair Project, which services shall collectively be referred to as the "Project";

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONSULTANT agree as follows:

FORM OF AGREEMENT

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Agreement, CONSULTANT makes the following express representations and warranties to the COUNTY:

1.1.1 The CONSULTANT shall maintain all necessary licenses, permits or other authorizations necessary to act as CONSULTANT for the Project until the CONSULTANT'S duties hereunder have been fully satisfied;

1.1.2 The CONSULTANT has become familiar with the Project site and the local conditions under which the Work is to be completed.

1.1.3 The CONSULTANT shall prepare all documentation required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in verifying work

completed and shall be in conformity and comply with all applicable law, codes and regulations. The CONSULTANT warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to document costs in a manner that is acceptable for reimbursement by government agencies, therefore eliminating any additional cost due to missing or incorrect information;

1.1.4 The CONSULTANT assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.

1.1.5 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. In providing all services pursuant to this agreement, the CONSULTANT 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 CONSULTANT.

1.1.6 At all times and for all purposes under this agreement the CONSULTANT 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 CONSULTANT or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

1.1.7 The CONSULTANT 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.

1.1.8 The CONSULTANT shall complete the scope of services no later than 30 days after Final Completion of the Card Sound Road Bridge Repair Project by the contractor.

ARTICLE II

SCOPE OF BASIC SERVICES

2.1 DEFINITION

CONSULTANT'S Scope of Basic Services consist of those described in Attachment A. The CONSULTANT shall commence work on the services provided for in this Agreement promptly upon his receipt of a written notice to proceed from the COUNTY.

2.2 CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES

The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its subconsultants, or both.

2.3 NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONSULTANT. 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:

Ms. Judith Clarke, P.E.
Director of Engineering Services
Monroe County
1100 Simonton Street, Room 2-216
Key West, Florida 33040

And: Mr. Roman Gastesi, Jr.
Monroe County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040

For the Consultant: Parsons Brinckerhoff, Inc.
Kenneth B. Spillett, P.E.
Southeast/MidAtlantic CS Regional Manager
2202 North West Shore Boulevard, Suite 300
Tampa, Florida 33607

ARTICLE III

ADDITIONAL SERVICES

3.1 Additional services are services not included in the Scope of Basic Services. 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 before commencement.

3.2 If Additional Services are required the COUNTY shall issue a letter requesting and describing the requested services to the CONSULTANT. The CONSULTANT shall respond with a fee proposal to perform the requested services. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONSULTANT proceed with the Additional Services.

ARTICLE IV
COUNTY'S RESPONSIBILITIES

4.1 The COUNTY shall provide full information regarding requirements for the Project including physical location of work, county maintained roads, maps.

4.2 The COUNTY shall designate a representative to act on the COUNTY's behalf with respect to the Project. The COUNTY or its representative shall render decisions in a

timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.

4.3 Prompt written notice shall be given by the COUNTY and its representative to the CONSULTANT if they become aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.3.

4.4 The COUNTY shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONSULTANT'S services and work of the contractors.

4.5 The COUNTY's review of any documents prepared by the CONSULTANT or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the COUNTY's criteria, as, and if, modified. No review of such documents shall relieve the CONSULTANT of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

4.6 The COUNTY shall provide copies of necessary documents required to complete the work.

4.7 Any information that may be of assistance to the CONSULTANT that the COUNTY has immediate access to will be provided as requested.

ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS

5.1 The CONSULTANT 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 CONSULTANT, subcontractor(s) and other persons employed or utilized by the CONSULTANT in the performance of the contract.

5.2 The first ten dollars ($10.00) of remuneration paid to the CONSULTANT 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 CONSULTANT, the CONSULTANT 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.

5.3 In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT'S failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify COUNTY from any and all increased expenses resulting from such delays. Should any claims be asserted against COUNTY by virtue of any deficiencies or ambiguity in the plans and specifications

provide by the CONSULTANT the CONSULTANT agrees and warrants that CONSULTANT 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.

5.4 The extent of liability is in no way limited to, reduced or lessened by the insurance requirements contained elsewhere within the Agreement.

5.5 This indemnification shall survive the expiration or early termination of the Agreement.

5.6 To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the State of Florida Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the Consultant or persons employed or utilized by the Consultant in the performance of this Agreement.

This indemnification shall survive the termination of the agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the County's sovereign immunity.

ARTICLE VI
PERSONNEL

6.1 PERSONNEL

The CONSULTANT shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

NAME	FUNCTION
Pom Chakkaphak	Senior Project Engineer
Keith Duke	Senior Inspector
Roy Allen	Inspector

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. If they are replaced the CONSULTANT shall notify the COUNTY of the change immediately.

ARTICLE VII
COMPENSATION

7.1 PAYMENT SUM

7.1.1 The COUNTY shall pay the CONSULTANT monthly in current funds for the CONSULTANT'S performance of this Agreement based on the hourly rates outline in Attachment B. The Total Not to Exceed Amount of **Three Hundred Thirty Six Thousand Seven Hundred Forty Two Dollars and Thirty One Cents ($336,742.31)** will apply to this Agreement.

7.2 PAYMENTS

7.2.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid monthly. Payment will be made pursuant to the Local Government Prompt Payment Act 218.70, Florida Statutes.

(A) If the CONSULTANT'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONSULTANT shall be equitably adjusted, either upward or downward;

(B) As a condition precedent for any payment due under this Agreement, the CONSULTANT shall submit monthly, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered and reimbursable expenses due hereunder. The CONSULTANT'S invoice shall describe with reasonable particularity the service rendered. The CONSULTANT'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought at the COUNTY may require.

7.3 REIMBURSABLE EXPENSES

7.3.1 Reimbursable expenses include expenses incurred by the CONSULTANT in the interest of the project:

a. Expenses of transportation submitted by CONSULTANT, in writing, and living expenses in connection with travel authorized by the COUNTY, in writing, but only to the extent and in the amounts authorized by Section 112.061, Florida Statutes;

b. Cost of reproducing maps or drawings or other materials used in performing the scope of services;

c. Postage and handling of reports;

7.4 BUDGET

7.4.1 The CONSULTANT 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.

7.4.2 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.

ARTICLE VIII
INSURANCE

8.1 The CONSULTANT 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 CONSULTANT'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.

8.2 The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI

or better, that is licensed to 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. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

8.3 CONSULTANT shall obtain and maintain the following policies:

A. Workers' Compensation insurance as required by the State of Florida, sufficient to respond to Florida Statute 440.

B. Employers Liability Insurance with limits of $500,000 per Accident, $500,000 Disease, policy limits, $500,000 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 $200,000 per person, $300,000 per Occurrence, $200,000 Property Damage or $300,000 combined single limit.

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 CONSULTANT or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Products and Completed Operations, Independent Contractors; Broad Form Property Damage and a Blanket Contractual Liability Endorsement with $300,000 per Person, $500,000 per Occurrence, $200,000 Property Damage or $500,000 Combined Single Limit.

   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 $500,000 per occurrence and $1,000,000 annual aggregate. If the policy is a "claims made" policy, CONSULTANT 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 CONSULTANT'S liabilities hereunder in insurance coverages identified in Paragraphs C and D.

G. CONSULTANT shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for subconsultants.

H. CONSULTANT 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 CONSULTANT participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONSULTANT may be required to submit updated financial statements from the fund upon request from the COUNTY.

ARTICLE IX
MISCELLANEOUS

9.1 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.

9.2 OWNERSHIP OF THE PROJECT DOCUMENTS

The documents prepared by the CONSULTANT for this Project belong to the COUNTY and may be reproduced and copied without acknowledgement or permission of the CONSULTANT.

9.3 SUCCESSORS AND ASSIGNS

The CONSULTANT 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 for Monroe County and the CONSULTANT, 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. 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.

9.4 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

9.5 TERMINATION

A. In the event that the CONSULTANT shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days written notification to the CONSULTANT.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

9.6 CONTRACT DOCUMENTS

This contract consists of the Request for Proposals, any addenda, the Form of Agreement (Articles I-IX), the CONSULTANT'S response to the RFP, the documents referred to in the Form of Agreement as a part of this Agreement, including attachments A and B, 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 CONSULTANT will control.

9.7 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 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 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, CONSULTANT 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, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant 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 CONUSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

9.8 MAINTENANCE OF RECORDS

CONSULTANT 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 CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONSULTANT, the CONSULTANT shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

9.9 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 CONSULTANT 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.

9.10 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 CONSULTANT 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.

9.11 ATTORNEY'S FEES AND COSTS

The COUNTY and CONSULTANT 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.

9.12 BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

9.13 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.

9.14 CLAIMS FOR FEDERAL OR STATE AID

CONSULTANT 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.

9.15 ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONSULTANT 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 9.5 concerning termination or cancellation.

9.16 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 CONSULTANT 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 CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

9.17 NONDISCRIMINATION

CONSULTANT 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. CONSULTANT or COUNTY 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 may be amended from time to time, relating to nondiscrimination 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; 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.

9.18 COVENANT OF NO INTEREST

CONSULTANT 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 only interest of each is to perform and receive benefits as recited in this Agreement.

9.19 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.

9.20 NO SOLICITATION/PAYMENT

The CONSULTANT 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 CONSULTANT 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.

9.21 PUBLIC ACCESS.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT.

Pursuant to F.S. 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 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 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 Monroe County in a format that is compatible with the information technology systems of Monroe County.

9.22 NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONSULTANT 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.

9.23 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.

9.24 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.

9.25 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 CONSULTANT and the COUNTY agree that neither the CONSULTANT 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.

9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION

CONSULTANT 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 CONSULTANT 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.

9.27 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.

9.28 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.

9.29 Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE's, as defined in 49 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 CONSULTANT agree to ensure that DBE's have the opportunity

to participate in the performance of this 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 the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONSULTANT and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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:_____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine L. Limbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 12/30/15

PARSONS BRINCKERHOFF, INC.

BY:_____
G. Dewey Martin III, P.E.
Title: Construction Serices East Group Manager

The foregoing instrument was acknowledged before me this 28 day of December 2015, by G. Dewey Martin III, PE Who is (X) personally known to me or ( ) produced a driver's license as identification.

Christine NDenome
NOTARY PUBLIC, STATE OF FLORIDA

_____
Print, type of stamp commissioned name of notary

END OF AGREEMENT

CHRISTINE DENOME
Notary Public - State of Florida
My Comm. Expires Nov 27, 2016
Commission # EE 832256
Bonded Through National Notary Assn.

ATTACHMENT A
SCOPE OF SERVICES

1.0 The Consultant shall provide Construction Engineering and Inspection Services for the Card Sound Bridge Repair project.

Pursuant to Section 4.1.4 of the FDOT's Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the Department's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Task Order unless otherwise directed in writing by the County.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor either directly or indirectly.

The Consultant 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 Consultant during the term of the Contract and shall expressly require any subconsultants performing work or providing services pursuant to the 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 subconsultant during the Contract term.

2.0 LENGTH OF SERVICE:

The Consultant services for the Construction Contract shall begin upon written notification to proceed by County.

The Consultant Senior Project Engineer will track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, the Consultant shall coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) working days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed and thirty (30) calendar days to demobilize after final acceptance of the Construction Contract.

3.0 DEFINITIONS:

A. Resident Engineer: The Engineer assigned to a particular Project or area to administer Construction Contracts for the County.

B. Construction Project Manager: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.

C. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

D. Consultant: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.

E. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

F. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

G. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services one or more Construction Projects.

H. Contractor: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.

I. Construction Contract: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

J. CPAM: Florida Department of Transportation, Construction Project Administration manual; latest.

K. Department: Florida Department of Transportation

L. F.D.O.T.: Florida Department of Transportation.

M. County: Monroe County Board of County Commissioners.

4.0 REQUIREMENTS:

4.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

The Consultant is hereby designated by the County to negotiate Supplemental

Agreements. However, the Consultant must seek input from the Construction Project Manager. The Consultant shall prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. The Consultant shall consult with the Construction Project Manager, as it deems necessary and shall direct all issues, which exceed its delegated authority to the Construction Project Manager for County action or direction.

The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

4.2 Survey Control:

The Consultant shall check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record such measurements as are necessary to calculate and document quantities for pay items; (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project; and (3) perform incidental engineering surveys. The Senior Project Engineer will establish the specific survey requirements for each project prior to construction.

Any questions or requests for “Waiver of Survey” should be directed to the Senior Project Engineer.

4.3 On-site Inspection:

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The County will monitor all off-site activities and fabrication. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Consultant shall be responsible for monitoring and inspection of Contractor’s Work Zone traffic control plan and review of modifications to the Work Zone Traffic Control Plan, including alternate Work Zone Traffic Control Plan, in accordance with F.D.O.T. procedures. Consultant employees performing such services shall be qualified in accordance with F.D.O.T. department procedure.

4.4 Sampling and Testing:

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents.The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned

guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Sampling, testing and laboratory methods shall be as required by the Department's Standard Specifications, Supplemental Specifications or as modified by the special provisions of the Construction Contract.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done.

If required, the Consultant will transport samples to be tested in a Department laboratory to the appropriate laboratory or appropriate local FDOT facility.

The Consultant will review and approve contractor samples in FDOT's LIMS system.

The Consultant will input verification testing information and data into the Department's LIMS system database using written instructions provided by the Department.

4.5 <u>Engineering Services</u>:

The Consultant shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes.

(1) Schedule and attend, within ten (10) days after the Notice to Proceed, a pre-construction conference for the project. The Consultant shall provide appropriate staff to attend and participate in the pre-construction meeting.

(2) The Consultant shall record a complete and concise record of the proceedings of the pre-construction meeting and distribute copies of this summary to the participants and other interested parties within seven days.

(3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s),

updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

(4) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.

(5) Analyze problems that arise on a project and proposals submitted by the Contractor, endeavor to resolve such issues, and process the necessary paperwork.

(6) Produce reports, verify quantity calculations, field measure for payment purposes as needed to prevent delays in Contractor operations and ensure prompt processing of such information in order for the County to make timely payment to the Contractor.

(7) Provide Public Information services as required to manage inquiries from the public, public officials, and the news media. Prepare newsletters for distribution to adjacent property owners. The County Construction Project Manager shall approve all notices, brochures, responses to news media, etc., prior to release.

(8) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report.

(9) Schedule and conduct a meeting with the County Engineering Office at least forty-five (45) calendar days prior to project final acceptance. The purpose of this meeting is to discuss the required documentation, including as-builts, necessary to close out the permit(s).

(10) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(11) The Consultant shall have a digital camera for photographic documentation of noteworthy incidents or events to cover the following areas:

(a). Pre-construction photographs

(b). Normal and exceptional progress of work

(c). Critical path activities

(d). Accidents showing damage

(e). Unsafe working conditions

(f). Unusual construction techniques

(g). Damaged equipment or materials

(h). Any activity, which may result in claims

These photographs will be filed and maintained on the Consultant's computer. Copies of photographs will be electronically transferred to the County at an interval determined by the Senior Project Engineer and the Construction Project Manager.

The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Conditional, Partial and/or Final Acceptance.

(13) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements.

(14) As needed, prepare and make presentation before the Dispute Review Boards in connection with the project covered by this Agreement

5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO CONSULTANT:

A. The County, on as needed basis, will furnish the following Construction Contract documents for this project. These documents may be provided in either paper or electronic format.

1 Construction Documents (drawings, specifications)
2 Special Provisions
3 Copy of the executed Construction Contract.

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 County Documents:

All applicable documents referenced herein shall be a condition of this Agreement.

62 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.3 Field Equipment:

The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

The Consultant's handling of nuclear density gauges shall be in compliance with their license.

The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.4 Licensing for Equipment Operations:

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documents available to the County, for verification, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON:

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and seek input from the Construction Project Manager in order for the Construction Project Manager to oversee the Consultant's performance.

Agreement administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, User ID Requests, Time Extension Requests, and Amendment and Supplemental Amendment Requests shall be reviewed and approved by the Construction Project Manager.

8.0 PERSONNEL:

8.1 General Requirements:

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Not all positions listed below may be required; however, personnel performing a

specific task must have the qualifications required for the task.

Unless otherwise agreed by the County, the County will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator, Contract Support Specialist, and Associate Contract Support Specialist.

8.2 Personnel Qualifications:

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from County. Previously approved staff, whose performance is unsatisfactory, shall be replaced by the Consultant within one week of County notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for obtaining the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to ensure a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. The County Engineer or designee will have the final approval authority.

CEI SENIOR PROJECT ENGINEER - A Civil Engineer degree and be registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six years of engineering experience (two years of which are in major road and bridge construction), or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with County standards. Also must have the following:

Qualification:
FDOT Advanced MOT

Pass the CTQP examination covering the training video “Grouting of Bridge Post-tensioning Tendons” (If applicable)
Attend the CTQP Quality Control Manager course and pass the examination.

Certifications: None

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR -A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road and bridge structures.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications: FDOT Intermediate MOT Pass the CTQP examination covering the training video “Grouting of Bridge Post-tensioning Tendons” (If applicable) CTQP Final Estimates Level II

Certifications: None

Other: Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI CONTRACT SUPPORT SPECIALIST - A Civil Engineering Degree or High School diploma or equivalent and four years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the County’s Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become trained in CTQP Final Estimates Level II course and maintain a current qualification.

CEI SENIOR INSPECTOR/ CEI SENIOR ENGINEER INTERN – High school graduate or equivalent plus four years of experience in construction inspection, two years of which shall have been in bridge and/or roadway construction inspection.

Must have the following:

Qualifications:
CTQP Concrete Field Inspector Level I

CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges) CTQP Asphalt Roadway Level I (If applicable)
CTQP Asphalt Roadway Level II (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection (If applicable) CTQP Drilled Shaft Inspection (If applicable)
CTQP Grouting Technician Level I (If applicable)
CTQP Post-Tensioning Technician Level I (If applicable)
FDOT Intermediate MOT
CTQP Final Estimates Level I

Certifications:
Nuclear Radiation Safety

Or a Civil Engineering degree and one year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one year experience as an Engineer Intern.)

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

8.3 Staffing:

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the Consultant at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

9.0 QUALITY ASSURANCE (QA) PROGRAM:

9.1 Quality Reviews:

The Consultant shall conduct semi-annual reviews to make certain his own organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of

materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one month after the review.

On short duration CCEI projects (nine months or less), the CCEI shall perform an initial QA review within the first two months of the start of construction.

9.2 QA Plan:

Within thirty days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization to assure conformance with the Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Reviews:

The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Records:

The Consultant will outline the types of records, which will be generated and maintained during the execution of his QA program.

D. Control of Sub-consultants and Vendors:

The Consultant will detail the methods used to control sub-consultants and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans,

standard indexes, and County procedures.

9.3 Quality Records:

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

10.0 CERTIFICATION OF FINAL ESTIMATES:

10.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Consultant's approved QC Plan and the County's Procedures.

Submit the Final Estimate(s) and three sets of final as built plans documenting Contractor's work (one record set with two copies) as follows:

(a) Within thirty calendar days of final acceptance; or

(b) Where all items of work are complete and conditional/partial acceptance is utilized (Lighting, Plant establishment, etc.) for a period exceeding thirty calendar days, the final estimate(s) will be due on the thirtieth (30th) day after conditional/partial acceptance. A memorandum with documentation will be transmitted to the Director of Engineering Services at final acceptance detailing any necessary revisions to the pay items covered under the conditional/partial acceptance.

The Consultant shall be responsible for making any revisions to the Certified Final Estimate.

10.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II qualified.

Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to Department procedures.

11.0 SUBCONSULTANT SERVICES:

Upon written approval by the Construction Project Manager and the County, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services.

12.0 OTHER SERVICES:

Upon written authorization by the Director of Engineering Services or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

B. Provide qualified engineering witnesses and exhibits for any litigation or hearings in connection with the Agreement.

C. Provide on- and off-site inspection services in addition to those provided for in this Agreement.

13.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, at the written request from the County, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.

14.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

15.0 THIRD PARTY BENEFICIARY:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

16.0 COUNTY AUTHORITY:

The County shall be the final authority in considering contract modification of the Contractor for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

ATTACHMENT B

PARSONS BRINCKERHOFF, INC.

PROJECT: CEI SERVICES FOR CARD SOUND ROAD BRIDGE REPAIR PROJECT

MONROE COUNTY

Rev. 12-14-15

YEAR		2016												2017						PROJECT TOTAL MAN MONTHS	PROJECT TOTAL MAN HOURS
MONTH		JAN	FEB 1	MAR 2	APR 3	MAY 4	JUN 5	JUL 6	AUG 7	SEP 8	OCT 9	NOV 10	DEC 11	JAN 12	FEB 13	MAR 14	APR	MAY	JUN		
PERSONNEL CLASSIFICATIONS																					
PROJECT STAFF	FIRM																				
SR PROJECT ENGINEER - Pom Chakkaphak	PB		0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10				1.40	231.00
CEI SR INSPECTOR - Keith Duke *	PB		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				14.00	2,310.00
CEI INSPECTOR - Roy Allen *	PB		0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20				2.80	462.00
TOTAL IN MAN-MONTHS		-	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	-	-	-	18.20	3,003.00
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN		

* Eligible for Overtime

PARSONS BRINCKERHOFF, INC.

PROJECT: CEI SERVICES FOR CARD SOUND ROAD BRIDGE REPAIR PROJECT

MONROE COUNTY, FL

PERSONNEL CLASSIFICATIONS	HOURS	RATES	DIRECT LABOR	HRLY BILL RATE
SR PROJECT ENGINEER - Pom Chakkaphak	231.00	$ 73.36	$ 16,946.16	$ 210.54
CEI SR INSPECTOR - Keith Duke *	2310.00	38.30	$ 88,473.00	$ 109.92
CEI INSPECTOR - Roy Allen *	462.00	25.50	$ 11,781.00	$ 73.19

*ELIGIBLE for OVERTIME

Direct Labor		$	117,200.16
Straight Overtime @ % of straight labor	0%		-
SUBTOTAL - Salary Related Costs		$	117,200.16
Overhead & Fringe	115.40%		135,248.98
SUBTOTAL		$	252,449.14
OPERATING MARGIN (% of Direct Labor)	34%		39,848.05
SUBTOTAL		$	292,297.19
FCCM (% of Direct Labor)	0.353%		413.72
SUBTOTAL		$	292,710.91
Direct Expenses - Temp Living & Storage Expenses			30,694.02
Direct Expenses - per FDOT Allowable	11.38%		13,337.38
SUBTOTAL		$	336,742.31
Premium Overtime			-
Subtotal - Parsons Brinckerhoff, Inc. (Field)		**$**	**336,742.31**
Contract Rate Multiplier:			**2.87**

PARSONS BRINCKERHOFF, INC.

PROJECT: CEI SERVICES FOR CARD SOUND ROAD BRIDGE REPAIR PROJECT

Description	Quantity	Unit Cost	TAX	Extension	Comment
Living Expense x2 people	28.00	$ 950.00	$ 66.50	$ 28,462.00	Months are from Staffing Chart
onthly Equipment and Record Storage	14.00	149.00	$ 10.43	$ 2,232.02	Months are from Staffing Chart
Total Estimated Temporary Living & Storage Cost:				**$ 30,694.02**	

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Engineering Services

Bulk Item: Yes X No ___ Staff Contact /Phone #: Judy Clarke X4329

AGENDA ITEM WORDING: 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 BACKGROUND: Monroe County received five bids for construction for county bridge #904990 along Card Sound Road on December 16, 2015. Coastal Gunite Construction Co. was the lowest responsible bidder. This project is funded by a Florida Department of Transportation (FDOT) Small County Outreach Program (SCOP) Agreement grant of 75% with local match of 25%.

PREVIOUS RELEVANT BOCC ACTION: March 21, 2012 – approval by resolution of a Local Agency Program (LAP) Agreement between FDOT and the County for funding for design of repairs to Card Sound Bridge (#904990). **March 20, 2013** – approval to negotiate a contract with Kisinger Campo & Associates (KCA), the highest ranked RFQ respondent, for Engineering Design & Permitting Services. **May 15, 2013** – approval to execute contract with KCA for Engineering Design & Permitting Services for the Card Sound Road Bridge Repair project. **May 20, 2015** – approval by resolution of Small County Outreach Program (SCOP) Agreement with FDOT to provide $3,325,208 funding for Construction and CEI phases of the repair to Card Sound Bridge. **November 17, 2015** – approval to negotiate a contract with Parsons Brinckerhoff, Inc. for CEI Services for the Card Sound Bridge Repair Project.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval as requested above.

TOTAL COST: $2,969,512.25 **INDIRECT COST:** _____ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $742,379.00 **SOURCE OF FUNDS:** FDOT & Local Match

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 #**_____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Coastal Gunite Const. Co Contract #_____

Effective Date: 1/20/16

Expiration Date: 365 days after Notice to Proceed is issued

Contract Purpose/Description:

Agreement for Construction Services for the Card Sound Road Bridge Repair Project.

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

for BOCC meeting on Jan. 20, 2016 Agenda Deadline: January 5, 2016

CONTRACT COSTS

Total Dollar Value of Contract: $2,969,512.25 Current Year Portion: $2,000,000.00

Budgeted? Yes ☒ No ☐ Account Codes: 125-2254S-530490-GN1202-530340

Grant: $ 2,227,135.00

County Match: $ $742,379.00

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	1/4/2016	Yes ☐ No ☒	Judith a Clarke	1/4/2016
Risk Management	12-23-15	Yes ☐ No ☒	M. Lund	12-23-15
O.M.B./Purchasing	12/23/15	Yes ☐ No ☒	mwilson	12/29/15
County Attorney	12/23/15	Yes ☐ No ☒	Christine Kuehl Barnaby	12/23/15

Comments: _____

OMB Form Revised 2/27/01 MCP #2

Section 00500

Standard Form of Agreement Between Owner and Contractor

Where the basis of payment is a STIPULATED SUM

AGREEMENT

Made as of the **20th** day of **January** in the year of **Two Thousand and Sixteen**.

BETWEEN the Owner:	Monroe County Board of County Commissioners ("BOCC") 1100 Simonton Street Key West, Florida 33040 ("Owner")
And the Contractor: ("Contractor")	Coastal Gunite Construction Company 16 Washington Street Cambridge, MD 21613
For the following Project:	Card Sound Bridge Repair Project Key Largo Monroe County, Florida ("Project")
Oversight for Owner:	Parsons Brinckerhoff, Inc. One Penn Plaza New York, New York 10119
Engineer:	Kisinger Campo & Associates, Corp. 201 North Franklin Street, Suite 400 Tampa, Florida 33602

The Owner and Contractor agree as set forth below.

ARTICLE 1

The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Insurance Requirements and Documents, Milestone Schedule, Bid Documents and Contractor's Bid, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

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:

Scope of Work is as specified in the Contract Documents, and shown on the Drawings and in the specifications. The contract constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the **Card Sound Bridge Repair Project.**

ARTICLE 3

Date of Commencement and Substantial Completion

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner as stated in Section 00350, milestone schedule. Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, in writing not less than five days before commencing the Work.

The date of commencement shall be the date specified in the Notice to Proceed issued to the Contractor.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than **365 Days** after the Date of Commencement, subject to adjustments of the Contract Time as provided by the Contract Document.

LIQUIDATED DAMAGES

Liquidated damages will be based on the Substantial Completion Date for all work, modified by all approved extension in time as set forth by the Owner'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
$500,000.0 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.

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ARTICLE 4

Contract Sum

4.1 The owner shall pay the Contractor in current funds for the Contractor's performance of the Contract, for the **Card Sound Bridge Repair Project** the Contract Sum of **Two Million Nine Hundred Sixty-Nine Thousand Five Hundred Twelve Dollars and Twenty-Five Cents ($2,969,512.25),** 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: None

4.3 Unit prices, if any, are as follows: As specified in Section 00110.

ARTICLE 5

Progress Payments

5.1 Based upon Applications for Payment submitted by the Contractor to the Owner, and upon Project Applications and Certificates for Payment, 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.

5.3 County shall pay pursuant to the Local Government Prompt Payment Act 218.70.

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 Owner may require. This schedule, unless objected to by the Owner, 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 actual net cost as confirmed by the Owner. 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 of Ten percent (10%):

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety percent (90%) of the Contract Sum, less such amounts as the Owner recommends and determines for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows: None

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 Project Certificate for Payment has been issued by the Project Manager: such final payment shall be made by the Owner not more than 20 days after the issuance of the final Project Certificate for Payment.

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 Payments due and unpaid under the Contract shall bear interest pursuant to the Local Government Prompt Payment Act 218.735

7.3 Temporary facilities and services:

None.

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 **Public Entities Crimes** By signing this Agreement, Contractor represents that the execution of this Agreement will not violate the Public Entities Crime 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 is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list. 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 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 part of this contract:

a) **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. Each party to this Agreement or their authorized representatives, or the Federal Emergency Management Agency or its designee, 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. This Agreement shall not be subject to arbitration.

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. 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.

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.

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) **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 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) 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.

i) **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.

j) **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.

k) **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.

l) **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.

Pursuant to F.S. 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 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 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 Monroe County in a format that is compatible with the information technology systems of Monroe

m) **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.

n) **Privileges and Immunities:** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, 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.

o) **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.

p) **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.

q) **Attestations:** Contractor agrees to execute such documents as the County may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

r) **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.

s) **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.

t) **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.

u) **Special Conditions**, if any are detailed in Section 01000 of the Project Manual for this Project.

v) **Hold Harmless and Indemnification:** Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, the Contractor covenants and agrees that he shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) claims, actions or causes of action, (ii) 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) costs or expenses that may be asserted against, initiated with respect to, or sustained by the County and the COUNTY's elected and appointed officers and employees from liabilities damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the indemnifying party in the performance of the construction contract. The monetary limitation of liability under this contract shall be not less than $1 million per occurrence pursuant to F. S. 725.06. 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 the completion of the project (including 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.

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.

In the event that any claims are brought or actions are filed against the County with respect to the indemnity contained herein, the Contractor agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Contractor agrees that the County may select the attorneys to appear and defend such claims or

actions on behalf of the County. The Contractor further agrees to pay at the Contractor's expense the attorney's fees and costs incurred by those attorneys selected by the County to appear and defend such claims or actions on behalf of the County at both the trial and appellate levels. The County, at is sole option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the County.

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing cont5ained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the County's sovereign immunity.

w) **Adjudication of Disputes or Disagreements:** The Owner and Contractor agree that all disputes and disagreement 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 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 X concerning cancellation.

x) **Cancellation:** In the event that the Contractor shall be found to be negligent in any aspect of installation, stocking, maintenance, repair, or service, the County shall have the right to terminate this agreement after five days written notification to the Contractor.

y) **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.

z) **Insurance:** In addition to insurance provisions contained in Specification Section 00900, General Insurance Requirements for Construction Contractors and Subcontractors, the Contractor shall name the Florida Department of Transportation as additional insured on any and all liability policies providing coverage, and require any subcontractors to name the Florida Department of Transportation as additional insured on any and all liability policies providing coverage for operations related to the project. Evidence of coverage and additional insured endorsements shall be provided prior to the commencement of work.

7.7 **Ownership of the Project Documents**: The documents prepared by the Contractor for this Project belong to the County and may be reproduced and copied without acknowledgement or permission of the Contractor.

7.8 **Successors and Assigns:** 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 for 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. 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.

7.9 **No third Party Beneficiaries**: Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

7.10 **Americans with Disabilities Act of 1990 (ADA) -** The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

7.11 **Disadvantaged Business Enterprise (DBE) Policy and Obligation -** It is the policy of the COUNTY that DBE's, as defined in 49 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 this 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 the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

7.12 The Contractor 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 Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the 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.

ARTICLE 8

Termination or Suspension

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

Article 9

Enumeration of Contract Documents

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows: See Article 1

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 **October, 2015** and are as follows:

As listed in Table of Contents, Section 00001 of the Project Manual for this project.

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

As listed in Table of Contents, Section 00001 of the Project Manual for this project.

9.1.5 The Drawings are as follows, and are dated on each individual drawing unless a different date is shown below:

Sheets B1-1 through B1-28, Kisinger Campo & Associates, Inc. signed and sealed on **April 24, 2015.**

Sheets EX-1 through EX-31 existing plans.

9.1.6 The Addenda, if any, are as follows:

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the contract Documents are as follows: Monroe County Bid Form in Section 00110.

See Article 1.

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

Date _____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By _____
Mayor

(SEAL)

Attest:

By: _____

Title: PRESIDENT

COASTAL GUNITE CONSTRUCTION COMPANY

By: _____

Title: VICE PRESIDENT

END OF SECTION 00500

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 12/30/15

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Engineering Services

Bulk Item: Yes X No ___ Staff Contact /Phone #: Judy Clarke X4329

AGENDA ITEM WORDING: 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 BACKGROUND: Garrison Bight Bridge is in need of repairs. The County advertised an RFQ for Engineering Design & Permitting Services and received five responses on September 9, 2015. Staff met on October 22, 2015 in a publicly noticed meeting to rank the responses. The BOCC approved negotiating with Kisinger Campo & Associates at the November, 2015 meeting. The Engineering Design & Permitting Services will be funded by the Florida Department of Transportation (FDOT) through a Local Agency Program (LAP) Agreement and the Post Design Services will be partially funded by an FDOT Small County Outreach Program (SCOP) grant and a local match ($7,817.00).

PREVIOUS RELEVANT BOCC ACTION: June 10, 2015 – approval of a Local Agency Program (LAP) agreement with FDOT to provide funding for Engineering Design & Permitting Services for the Garrison Bight Bridge Repair Project. **November 17, 2015**-approval to negotiate a contract with Kisinger Campo & Associates, Inc.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval as requested above.

TOTAL COST: $263,154.12 **INDIRECT COST:** _____ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $7,817.00 **SOURCE OF FUNDS:** FDOT and Fund ~~304~~ 102

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

APPROVED BY: County Attorney CWB OMB/Purchasing MW Risk Management MJ

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Kisinger Campo &Assoc Contract #____

Effective Date: January 20, 2016

Expiration Date: 60 days after construction completion

Contract Purpose/Description:
Engineering Design & Permitting Services for Garrison Bight Bridge

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

for BOCC meeting on 1/20/2016 Agenda Deadline: 1/5/2016

CONTRACT COSTS

Total Dollar Value of Contract: $ 263,154.12 Current Year Portion: $ 184,800

Budgeted? Yes ☒ No ☐ Account Codes: 102-5410-22555-560630

Grant: $ 255,337.12

County Match: $ 7,817

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	1/4/2016	Yes ☐ No ☑	Judy D. Clarke	1/4/2016
Risk Management	12-22-15	Yes ☐ No ☑	M. Sluss	12-22-15
O.M.B./Purchasing	12/22/15	Yes ☐ No ☑	[illegible]	1/4/16
County Attorney	12/22/15	Yes ☐ No ☑	[illegible]	12/22/15

Comments: _____

OMB Form Revised 2/27/01 MCP #2

AGREEMENT FOR

ENGINEERING DESIGN AND PERMITTING SERVICES FOR THE GARRISON BIGHT BRIDGE REPAIR PROJECT

This Agreement ("Agreement") made and entered into this **20th** day of **January, 2016** by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"),

AND

Kisinger Campo & Associates, Corp., a Corporation of the State of Florida, whose address is **201 North Franklin Street, Suite 400, Tampa, Florida 33602** its successors and assigns, hereinafter referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, COUNTY desires to employ the professional services of CONSULTANT for engineering design and permitting services for the Garrison Bight Bridge Repair Project;

WHEREAS, CONSULTANT has agreed to provide professional services which shall include but not be limited to providing engineering design and permitting services for the Garrison Bight Bridge Repair Project, which services shall collectively be referred to as the "Project";

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONSULTANT agree as follows:

FORM OF AGREEMENT

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Agreement, CONSULTANT makes the following express representations and warranties to the COUNTY:

1.1.1 The CONSULTANT shall maintain all necessary licenses, permits or other authorizations necessary to act as CONSULTANT for the Project until the CONSULTANT'S duties hereunder have been fully satisfied;

1.1.2 The CONSULTANT has become familiar with the Project site and the local conditions under which the Work is to be completed.

1.1.3 The CONSULTANT shall prepare all documentation required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in verifying work

completed and shall be in conformity and comply with all applicable law, codes and regulations. The CONSULTANT warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to document costs in a manner that is acceptable for reimbursement by government agencies, therefore eliminating any additional cost due to missing or incorrect information;

1.1.4 The CONSULTANT assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.

1.1.5 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. In providing all services pursuant to this agreement, the CONSULTANT 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 CONSULTANT.

1.1.6 At all times and for all purposes under this agreement the CONSULTANT 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 CONSULTANT or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

1.1.7 The CONSULTANT 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.

1.1.8 The CONSULTANT shall complete the design and permitting scope of services no later than **October 31, 2016**.

ARTICLE II

SCOPE OF BASIC SERVICES

2.1 DEFINITION

CONSULTANT'S Scope of Basic Services consists of those described in **Attachment A**. The CONSULTANT shall commence work on the services provided for in this Agreement promptly upon his receipt of a written notice to proceed from the COUNTY.

2.2 CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES

The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its subconsultants, or both.

2.3 NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONSULTANT. 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:

Ms. Judith Clarke, P.E.
Director of Engineering Services
Monroe County
1100 Simonton Street, Room 2-216
Key West, Florida 33040

And: Mr. Roman Gastesi, Jr.
Monroe County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040

For the Consultant:

Mr. Paul G. Foley, P.E.
President
201 N. Franklin Street, Suite 400
Tampa, Florida 33602

ARTICLE III

ADDITIONAL SERVICES

3.1 Additional services are services not included in the Scope of Basic Services. 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 before commencement.

3.2 If Additional Services are required the COUNTY shall issue a letter requesting and describing the requested services to the CONSULTANT. The CONSULTANT shall respond with a fee proposal to perform the requested services. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONSULTANT proceed with the Additional Services.

3.3 Additional services shall be executed under the conditions of this Agreement unless such condition is expressly changed or revised by an amendment agreed upon by the County and the Consultant.

ARTICLE IV
COUNTY'S RESPONSIBILITIES

4.1 The COUNTY shall provide full information regarding requirements for the Project including physical location of work, bridge inspection reports and other documents.

4.2 The COUNTY shall designate a representative to act on the COUNTY's behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.

4.3 Prompt written notice shall be given by the COUNTY and its representative to the CONSULTANT if they become aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.3.

4.4 The COUNTY shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONSULTANT'S services and work of the contractors.

4.5 The COUNTY's review of any documents prepared by the CONSULTANT or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the COUNTY's criteria, as, and if, modified. No review of such documents shall relieve the CONSULTANT of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

4.6 The COUNTY shall provide copies of necessary documents required to complete the work.

4.7 Any information that may be of assistance to the CONSULTANT that the COUNTY has immediate access to will be provided as requested.

ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS

5.1 The CONSULTANT 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 CONSULTANT, subcontractor(s) and other persons employed or utilized by the CONSULTANT in the performance of the contract.

5.2 The first ten dollars ($10.00) of remuneration paid to the CONSULTANT 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 CONSULTANT, the CONSULTANT 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.

5.3 In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT'S failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify COUNTY from any and all increased expenses resulting from such delays. Should any claims be asserted against COUNTY by virtue of any deficiencies or ambiguity in the plans and specifications provide by the CONSULTANT the CONSULTANT agrees and warrants that CONSULTANT 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.

5.4 The extent of liability is in no way limited to, reduced or lessened by the insurance requirements contained elsewhere within the Agreement.

5.5 This indemnification shall survive the expiration or early termination of the Agreement.

ARTICLE VI
PERSONNEL

6.1 PERSONNEL

The CONSULTANT shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

NAME	FUNCTION
Jason LaBarbera, P.E.	Project Manager
David B. Thompson, P.E.	Chief Engineer / QA/QC
Peter Kvasnicka, P.E.	Chief Engineer / QA/QC
Patrick Mulhearn, P.E.	Engineer
Deborah Hernandez-Cedeno	Engineeer
Robert Whitman	Chief Environmental Scientist

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. If they are replaced the CONSULTANT shall notify the COUNTY of the change immediately.

ARTICLE VII
COMPENSATION

7.1 PAYMENT SUM

7.1.1 The COUNTY shall pay the CONSULTANT in current funds for the CONSULTANT'S performance of this Agreement the Total Not to Exceed Lump Sum Amount of **Two Hundred Sixty-Three Thousand One Hundred Fifty-Four Dollars and Twelve Cents ($263,154.12).** A detailed breakdown is included in Attachment B.

7.1.2 The COUNTY shall pay the CONSULTANT monthly; the following amounts will apply for each phase of the project:

Design Development	$ 32,304.60
Construction Documents/Permitting/ Bid Phase Services	$199,581.52
Post-Design (Construction Phase) Services	$ 31,268.00

7.2 PAYMENTS

7.2.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid monthly. Payment will be made pursuant to the Local Government Prompt Payment Act 218.70, Florida Statutes.

(A) If the CONSULTANT'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONSULTANT shall be equitably adjusted, either upward or downward;

(B) As a condition precedent for any payment due under this Agreement, the CONSULTANT shall submit monthly, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered and reimbursable expenses due hereunder. The CONSULTANT'S invoice shall describe with reasonable particularity the service rendered. The CONSULTANT'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought at the COUNTY may require.

7.3 REIMBURSABLE EXPENSES

7.3.1 Reimbursable expenses include expenses incurred by the CONSULTANT in the interest of the project:

a. Expenses of transportation submitted by CONSULTANT, in writing, and living expenses in connection with travel authorized by the COUNTY, in writing, but only to the extent and in the amounts authorized by Section 112.061, Florida Statutes;

b. Cost of reproducing maps or drawings or other materials used in performing the scope of services;

c. Postage and handling of reports;

7.4 BUDGET

7.4.1 The CONSULTANT 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.

7.4.2 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.

ARTICLE VIII
INSURANCE

8.1 The CONSULTANT 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 CONSULTANT'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.

8.2 The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI or better, that is licensed to 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. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

8.3 CONSULTANT shall obtain and maintain the following policies:

A. Workers' Compensation insurance as required by the State of Florida, sufficient to respond to Florida Statute 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 $1,000,000 per Occurrence, $1,000,000 combined single limit.

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 CONSULTANT or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Products and Completed Operations, Independent Contractors; Broad Form Property Damage and a Blanket Contractual Liability Endorsement with $1,000,000 Combined Single Limit.

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 $1,000,000 per occurrence and $2,000,000 annual aggregate. If the policy is a “claims made” policy, CONSULTANT 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 CONSULTANT’S liabilities hereunder in insurance coverages identified in Paragraphs C and D.

G. CONSULTANT shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for subconsultants.

H. CONSULTANT 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 CONSULTANT participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONSULTANT may be required to submit updated financial statements from the fund upon request from the COUNTY.

ARTICLE IX
MISCELLANEOUS

9.1 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.

9.2 OWNERSHIP OF THE PROJECT DOCUMENTS

The documents prepared by the CONSULTANT for this Project belong to the COUNTY and may be reproduced and copied without acknowledgement or permission of the CONSULTANT.

9.3 SUCCESSORS AND ASSIGNS

The CONSULTANT 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 for Monroe County and the CONSULTANT, 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. 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.

9.4 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

9.5 TERMINATION

A. In the event that the CONSULTANT shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days written notification to the CONSULTANT.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

9.6 CONTRACT DOCUMENTS

This contract consists of the Request for Competitive Solicitations, any addenda, the Form of Agreement (Articles I-IX), the CONSULTANT'S response to the Request for Competitive Solicitation, the documents referred to in the Form of Agreement as a part of this Agreement, any attachments, 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 CONSULTANT will control.

9.7 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 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 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, CONSULTANT 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, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant 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 CONUSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

9.8 MAINTENANCE OF RECORDS

CONSULTANT 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 CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONSULTANT, the CONSULTANT shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

9.9 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 CONSULTANT 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.

9.10 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 CONSULTANT 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.

9.11 ATTORNEY'S FEES AND COSTS

The COUNTY and CONSULTANT 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.

9.12 BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

9.13 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.

9.14 CLAIMS FOR FEDERAL OR STATE AID

CONSULTANT 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.

9.15 ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONSULTANT 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 9.5 concerning termination or cancellation.

9.16 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 CONSULTANT 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 CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

9.17 NONDISCRIMINATION

CONSULTANT 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. CONSULTANT or COUNTY 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 may be amended from time to time, relating to nondiscrimination 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; 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.

9.18 COVENANT OF NO INTEREST

CONSULTANT 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 only interest of each is to perform and receive benefits as recited in this Agreement.

9.19 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.

9.20 NO SOLICITATION/PAYMENT

The CONSULTANT 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 CONSULTANT 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.

9.21 PUBLIC ACCESS.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT.

Pursuant to F.S. 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 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 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 Monroe County in a format that is compatible with the information technology systems of Monroe County.

9.22 NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONSULTANT 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.

9.23 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.

9.24 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.

9.25 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 CONSULTANT and the COUNTY agree that neither the CONSULTANT 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.

9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION

CONSULTANT 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 CONSULTANT 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.

9.27 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.

9.28 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.

9.29 DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY AND OBLIGATION

It is the policy of the COUNTY that DBE's, as defined in 49 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 CONSULTANT agree to ensure that DBE's have the opportunity to participate in the performance of this 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 the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONSULTANT and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

9.30 FEDERAL HIGHWAY ADMINISTRATION REQUIREMENTS

The following forms and provisions are incorporated in and made a part of this contract.

a). Appendix I of the FDOT Standard Professional Services Agreement is included as Attachment C.

b). The CONSULTANT and any sub-consultants shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the COUNTY deems appropriate.

c). CONSULTANT will comply, and ensure its sub-consultants will comply, with the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions in 49 C.F.R. Part 29, when applicable.

d). Equal Employment Opportunity: In connection with the carrying out of any project, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex national origin, disability or marital status. The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

e). The CONSULTANT and all sub-consultants agree to utilize the U.S Department of Homeland Security's E-verify System to verify the employment eligibility of all new employees hired by the CONSULTANT or sub-consultants during the term of the contract.

f). The CONSULTANT will complete and submit the FDOT Anticipated DBE Participation Statement Form No. 275-030-11A to identify DBE participation as outlined in Paragraph 9.29, Disadvantaged Business Enterprise (DBE) Policy and Obligations, of the Contract for Professional Services. FDOT has a race neutral program with an 9.91% goal.

g). The CONSULTANT will adhere to all applicable requirements outlined in the Local Agency Program (LAP) Agreement between FDOT and Monroe County for this project. A copy of the Agreement is included as Attachment D.

h). The CONSULTANT agrees to execute the following forms: Certification of Disclosure of Lobbying Activities on Federal Aid Contracts, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts, Conflict of Interest Certification for Consultant/Contractor and the Truth in Negotiation Certification and that are included in Attachment E.

i). The COUNTY will perform a CONSULTANT evaluation in accordance with FDOT requirements utilizing the appropriate FDOT form after final acceptance as part of the project closeout process.

9.31 COMPLIANCE WITH LAW

In providing all services pursuant to this agreement, the CONSULTANT and its SUBCONSULTANTS, shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision 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 CONSULTANT.

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

Date:_____

(Seal)
Attest:

KISINGER CAMPO & ASSOCIATES, CORP.

BY:_____
Ronald E. Gott
Title: Senior Vice President

By:_____
Paul G. Foley, P.E.
Title: President

END OF AGREEMENT

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 12/29/15

ATTACHMENT A
SCOPE OF SERVICES

SCOPE OF SERVICES

The scope of services for the Garrison Bight Bridge Repair Project will include completion of design for construction, applying for and obtaining all required permits, coordination with regulatory agencies such as the National Marine Sanctuary through the design and permitting process, and coordinating and conducting public meetings as required by the LAP process and support during bid and construction phases of the project. The Project is being administered through the Florida Department of Transportation (FDOT) Local Agency Program (LAP); all work will be conducted in accordance with current LAP, FDOT, State and Federal requirements.

The Design for Construction shall include, but shall not necessarily be limited to, plans and specifications which describe all systems, elements, details, components, materials, equipment, and other information necessary for construction. The Design for Construction shall be accurate, coordinated and in all respects adequate for construction and shall be in conformity, and comply, with all applicable law, codes, permits, and regulations. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the County.

1.0 DESIGN DEVELOPMENT

The Engineer shall review the FDOT bridge inspection reports and any other available documents, and physically perform an inspection of the structure, prioritize the bridge deficiencies and make recommendations as to the necessary repairs. The Engineer shall address all items in the inspection reports and identified during physical inspection.

The Engineer shall prepare a Design Development Letter Report for the County's approval. The Design Development Report shall consist of a written document that establishes and describes the size and character of the proposed Repair Project as to engineering and structural systems, materials and such other elements as may be appropriate. The report should include a summary of permitting/coordination requirements, as well as a preliminary cost estimate for construction and a project schedule.

As part of the design development phase, the Engineer shall conduct a public meeting to provide information to interested parties and answer questions about the project.

2.0 CONSTRUCTION DOCUMENTS PHASE

2.1 The Consultant shall prepare, for review by the County and FDOT, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project. Construction documents shall conform to Florida Department of Transportation standards, and all Federal, State and local laws and guidelines, including but not limited to the standards contained in the following:

1. Florida Department of Transportation Roadway Plans Preparation Manuals
2. Florida Department of Transportation Design Standards
3. Florida Department of Transportation Surveying Procedure
4. Florida Department of Transportation Drainage Manual

5. Florida Department of Transportation Soils and Foundations Handbook

6. Florida Department of Transportation Structures Manual (625-020-018) including Temporary Design Bulletins

7. Manual on Uniform Traffic Control Devices

8. American Disabilities Act

9. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications

10. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways

11. Florida Statutes

12. Florida's Bicycle Facilities Planning and Design Handbook.

13. AASHTO Guide for the Development of Bicycle Facilities

14. Florida's Quality/Level of Service Handbook for Planning

15. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO Green Book) (GDHS-5 AASHTO Bookstore).

16. FDOT Standard Specifications for Road and Bridge Construction (with supplemental specifications).

17. Facilities Design Manual (Topic No. 625-020-016-a)

18. AASHTO LRFD Bridge Design Specifications (Mandatory beginning 2007) (AASHTO Bookstore '4-LRFDUS-4')

19. Right of Way Mapping Procedure (Topic No. 550-030-015-e)

20. Project Development and Environmental Manual Par 1 and 2 (Topic No. 650-000-001).

Where conditions require deviating from FDOT standards the Consultant will apply for and obtain all required variances or exceptions prior to proceeding.

2.2. The Consultant shall provide Design Calculations, Drawings and applicable Technical Special Provisions, an updated cost estimate and construction schedule for the County's and FDOT's review at the 60%, 90%, and 100% design phases. The 100% submittal will include all specifications. The project schedule will allow a minimum of two weeks for each FDOT phase review. The Consultant will incorporate and/or address all comments from the County and FDOT.

2.3 Upon completion of the Construction Documents Phase, the Consultant shall provide Construction Documents and a copy of design calculations. The Consultant shall provide the County up to 5 sets of Construction Documents that have been signed and sealed by the Engineer. The Consultant shall also provide an electronic version of the construction documents.

2.4 The Consultant shall provide a list of bid items, estimated quantities and construction duration to assist The County in preparing all bid documents. The bid items and quantities will be in electronic format for incorporation into bid documents.

2.5 The Consultant's construction documents (plans, specifications, etc.) will conform to all codes and regulations of the federal government, county, state, municipalities, agencies and state departments, in effect at the date of this Agreement, and shall be of such completion as to be acceptable for review and ruling by said agencies when permits are applied for. The Consultant shall use due care in determining permit requirements and shall meet with regulatory agencies as necessary to coordinate specific permit requirements. The Consultant shall document all meetings and conversations with said regulatory agencies. If permits are denied for incompleteness or for lack of following said codes or regulations, or permit requirements, then the Consultant will conform the construction documents in such manner to receive permits upon such plans. Work required by the Consultant to conform documents to federal, state, city, county, or agency specifications to allow them to be approved shall be completed at no charge or cost to the County, unless said requirements are changed during the course of the project.

2.6 The Consultant shall file (through the County) all documents required for the approval of governmental authorities having jurisdiction over the project. The Consultant shall file (through the County) the necessary documents to obtain environmental resources permits, and all other permits required for construction. The County shall be responsible for the timely submittal of all permit application fees.

2.7 As needed by the County, the Consultant will provide clarification and answers to questions from prospective bidders during the construction bid process. Answers will be provided in a timely manner in order to facilitate bidding.

3.0 CONSTRUCTION DOCUMENTS PHASE REQUIREMENTS

To satisfactorily perform the Construction Documents phase requirement, the Consultant must complete the tasks set forth in items 3.1 through 3.5.

3.1 Construction Plans – This consists of**,** at a minimum, Key Sheet, Summary of Pay Items and Quantities, Project Layout, Plan and Profile sheets including locations of existing utilities, Typical Sections, Detail sheets, General Notes, Traffic Control Plan. Construction plans shall be in accordance with FDOT Plans Preparation Manual.

3.2 Specifications – For general specifications, FDOT Specifications will be incorporated. Comprehensive, abbreviated methods, materials and systems descriptions in tune with the drawings will be developed as necessary with Technical Special Provisions.

3.3 Schedules – Prepare an estimate of the Construction Time.

3.4 Estimate of Construction Cost – Estimate of anticipated cost in accordance with the Construction Documents.

3.5 Design calculations - Design calculations and documentation will be submitted with each phase submittal.

4.0 CONSTRUCTION PHASE

4.1 The Engineer shall attend the pre-construction meeting.

4.2 The Consultant shall review and approve or take other appropriate action upon Contractor's Shop Drawings submittals for prefabricated elements to be placed permanently in the structure but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Contractor's Work or in construction by the County's own forces, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. In general, said review and action shall be completed in 10 working days from receipt of a shop drawing submittal, excluding resubmittals. 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 designed by the Contractors, all of which remain the responsibility of the Contractors to the extent required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of construction means, methods, techniques, sequences, or procedures.

4.3 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the Consultant or its consultants or both.

4.4 The Consultant must reimburse the County for any added costs paid by the County during construction that were incurred as the result of any error, omission, deficiency, or conflict in the work product of the Consultant, its consultants, or both. This added expense is defined as the difference in cost from that which the County would have paid if the work was included in the bid, and the actual cost presented by the Contractor. The Consultant shall not be held responsible for additional deficiencies found due to a delay in the construction of the project or for those hidden deficiencies that could not reasonably be determined through a review of FDOT Bridge Inspection Reports or physical inspection of a bridge by the Consultant.

4.5 The Consultant shall furnish to the County, upon project completion, the following:

- 2 sets of 11" X 17" signed and sealed Record Drawings
- 2 sets of final documentation including updated design calculations
- 1 set of final CADD files on CD

The Consultant's Engineer of Record in responsible charge of the project's design shall professionally endorse (signed and sealed and certified) the record prints, the special provisions and all reference and support documents.

4.6 The Consultant will attend the pre-construction meeting and as needed, attend the periodic construction progress meetings.

5.0 CONSTRUCTION COST

The Consultant shall submit to the County in writing its final estimate of the contractor's anticipated bid price for constructing the Project. Once submitted, the final anticipated price

estimate shall be adjusted by the Consultant to reflect any increase or decrease in anticipated price resulting from a change in Design.

5.1 The Construction Cost shall be the total estimated bid cost to the County of all elements of the Project designed or specified by the Consultant.

5.2 The Construction Cost shall include the cost at current market rates of labor and materials and Equipment designed, specified, selected or specially provided for by the Consultant, plus a reasonable allowance for Contractor's overhead and profit.

5.3 Construction cost does not include the compensation of the Consultant and the Consultant's consultants, the costs of land, rights-of-way, financing or other costs which are the responsibility of the County.

ATTACHMENT B
CONSULTANT COST PROPOSAL

KCA | KISINGER CAMPO & ASSOCIATES

December 18, 2015

Clark Briggs
Sr. Project Administrator
Monroe County Engineering Services
1100 Simonton Street
Key West, Florida 33040

Project Description: Garrison Bight Bridge Repair - Monroe County/FDOT District Six LAP Project

Re: Fee Proposal for the Design Development Letter Report, Bridge Repair Plans, Roadway Reconstruction Plans and Post Design Services

Dear Mr. Briggs:

Kisinger Campo & Associates (KCA) is pleased to submit this Scope of Services and Fee Proposal for engineering services for the above referenced project. The scope of services will consist of engineering services required to produce a Design Development Letter Report, Bridge Repair Plans, Roadway Reconstruction Plans, Permitting/Environmental Services and associated Post-design Services.

The Design Development Letter Report will consider all repair alternatives while also considering the possibility of future replacement. All alternatives will be evaluated based on cost, impacts to traffic, environmental impacts, permitting impacts and service life. A final repair recommendation will be made that fits the needs of the county and is within the proposed FDOT budget.

Bridge repair plans and roadway plans will be produced that conform to the approved Design Development Report Alternative. The bridge repairs will likely include spall repair, crack injection, cathodic protection, metalizing, structural steel repair, prestressed beam repair, substructure strengthening and bridge fender repairs. The roadway efforts will likely consist of milling and resurfacing with base reconstruction if warranted. In addition, KCA will provide all environmental and permitting services associated with the proposed repairs and be available to assist with all post-design support.

All of the testing and inspections associated with the above repairs is included in the scope of work and the total fee. This includes an asbestos survey, road and bridge corings and an underwater pile and retaining wall inspection to be completed by sub-consultants.

KCA | KISINGER CAMPO & ASSOCIATES

We have estimated the level of effort required for all engineering design services and plans production described above. Our total estimated fee amounts to $263,154.12. This fee includes all KCA efforts, sub-consultant tasks, QA/QC, supervision and LAP project coordination. The fee estimate is based on hourly rates which include our expenses and overhead. For a phase breakdown of the lump sum fee, see the following sheet.

We sincerely appreciate the opportunity to continue our working relationship with you on this project. Please do not hesitate to call me if you have any questions or need any additional information.

Best Regards,

Jason L. LaBarbera, P.E.
Project Manager

cc. File: 12013.02 (KCA)

PHASE BREAKDOWN FEE SUMMARY

GARRISON BIGHT BRIDGE REPAIR

DESIGN DEVELOPMENT PHASE

DESIGN DEVELOPMENT LETTER, LOAD RATING ANALYSIS & SITE VISITS	$26,028.00
30% OF COORDINATION/MEETINGS/SUPERVISION	$6,276.60
TOTAL	**$32,304.60**

CONSTRUCTION DOCUMENTS PHASE

STRUCTURES REPAIR PLANS	$99,410.00
70% OF COORDINATION/MEETINGS/SUPERVISION	$14,645.40
ROADWAY DESIGN SERVICES	$44,860.00
ENVIRONMENTAL SERVICES	$22,170.00
PSI (BRIDGE/ROADWAY CORINGS)	$6,163.00
PSI (ASBESTOS SURVEY)	$2,080.00
KEITH AND ASSOCIATES (SURVEY)	$6,500.00
BOLT (UNDERWATER INSPECTION)	$3,753.12
TOTAL	**$199,581.52**

POST DESIGN SERVICES PHASE

TOTAL	**$31,268.00**
GRAND TOTAL	**$263,154.12**

FEE SUMMARY SHEET

GARRISON BIGHT BRIDGE REPAIR

KCA FEE

STRUCTURES	$177,628.00
ROADWAY	$44,860.00
ENVIRONMENTAL	$22,170.00
TOTAL	**$244,658.00**

SUBCONSULTANT FEE

PSI (BRIDGE/ROADWAY CORINGS)	$6,163.00
PSI (ASBESTOS SURVEY)	$2,080.00
KEITH AND ASSOCIATES (SURVEY)	$6,500.00
BOLT (UNDERWATER INSPECTION)	$3,753.12
TOTAL	**$18,496.12**

TOTAL FEE

GRAND TOTAL	**$263,154.12**

STRUCTURES STAFF HOUR ESTIMATE
GARRISON BIGHT BRIDGE REPAIR

CREATED BY: JLL
DATE: 12/18/15

RATES					
	PROJECT	SENIOR	ENGINEER/		
QC ENGINEER	MANAGER	ENGINEER	DESIGNER	TECHNICIAN	TOTAL
$220.00	$178.00	$176.00	$140.00	$95.00	

DESIGN DEVELOPMENT

	BASIS	NO. OF UNITS	HOURS					
SITE REVIEW								
REVIEW INSPECTION REPORTS	LS	1	2	4	4	8		18
VERIFICATION INSPECTION OF BRIDGE	LS	1		8	8			16
SUBTOTAL - SITE REVIEW			2	12	12	8	0	34
			$440.00	$2,136.00	$2,112.00	$1,120.00	$0.00	$5,808.00
DESIGN DEVELOPMENT LETTER REPORT								
GATHER DATA	LS	1		4	4			8
LOAD RATING - 3 SPAN AASHTO BEAM BRIDGE, RATE SPAN 1 AND SPAN 2, INTERIOR AND EXTERIOR BEAMS	LS	1	2	8	16	32		58
DEVELOP ALTERNATIVES (2) - REPAIR VS. REPLACE, DETERMINE IMPLICATIONS TO BRIDGE COMPONENTS FROM EACH ALTERNATIVE (2)	LS	1		8	8	4		20
DEVELOP COSTS FOR ALTERNATES (2)	LS	1		2	4	8		14
DEVELOP PERMIT ALTERNATIVES (2)	LS	1		2	2			4
DEVELOP LETTER REPORT	LS	1		4	4			8
QC LETTER REPORT	LS	1	4	4				8
SELECT ALTERNATIVES WITH COUNTY ENGINEER AND FDOT	LS	1		2				2
SUBTOTAL - DESIGN DEVELOPMENT REPORT			6	34	38	44	0	122
			$1,320.00	$6,052.00	$6,688.00	$6,160.00	$0.00	$20,220.00
TOTAL - DESIGN DEVELOPMENT PHASE			**8**	**46**	**50**	**52**	**0**	**156**
			$1,760.00	**$8,188.00**	**$8,800.00**	**$7,280.00**	**$0.00**	**$26,028.00**

STRUCTURES STAFF HOUR ESTIMATE
GARRISON BIGHT BRIDGE REPAIR

CREATED BY: JLL
DATE: 12/18/15

REPAIR PLANS

	BASIS	NO. OF UNITS	HOURS					
DEVELOP PLANS								
KEY SHEET	EA. SHT.	1	1	2	2	4	12	21
GENERAL NOTES	EA. SHT.	2	1	2	2	4	16	50
MAINTENANCE OF TRAFFIC	EA. SHT.	0						0
GENERAL PLAN AND ELEVATION	EA. SHT.	1	1	2	2	4	30	39
TYPICAL SECTIONS	EA. SHT.	1	1	2	2	4	20	29
PRESTRESSED BEAM REPAIRS	EA. SHT.	0						0
PILE TIP REPAIR	EA. SHT.	1	1	2	2	8	16	29
PILE JACKET INSTALLATION	EA. SHT.	4	1	2	2	8	16	116
SPALL AND CRACK REPAIR - TYP DETAILS	EA. SHT.	2	1	2	2	8	16	58
PAINTING BEARING PLATES	EA. SHT.	1	1	2	2	8	16	29
FENDER SYSTEM REPAIR	EA. SHT.	2	1	2	2	8	20	66
DEFICIENCY TABLE	EA. SHT.	4	1	2	2	16	8	116
MISCELLANEOUS REPAIRS (JOINTS, BEARINGS, ANCHOR BOLTS)	EA. SHT.	2	1	2	2	16	16	74
ESTIMATE QUANTITIES AND PREPARE SUMMARY OF QUANTITES SHEETS	LS	1		2	2	24	16	44
SUBTOTAL - DEVELOP PLANS			21	44	44	220	342	671
			$4,620.00	$7,832.00	$7,744.00	$30,800.00	$32,490.00	$83,486.00
PERMIT PREPARATION (STRUCT. ASSISTANCE)								
PERMIT SUBMITTALS (PRODUCE PERMIT PLAN SET)	LS	1		8	4		20	32
PERMIT APPLICATIONS REVIEW (USCG, ACOE, SFWMD & DEP)	LS	1		8	4			12
SUBTOTAL - PERMIT PREPARATION			0	16	8	0	20	44
			$0.00	$2,848.00	$1,408.00	$0.00	$1,900.00	$6,156.00
SPECIFICATIONS AND COST ESTIMATES								
PREPARE TECHNICAL SPECIFICATIONS (4)	LS	1	2	8		8		18
SPECS PACKAGE PREPARATION	LS	1	2	4		16		22
COST ESTIMATES	LS	1	2	4		16		22
SUBTOTAL - SPECIFICATIONS/COST ESTIMATES			6	16	0	40	0	62
			$1,320.00	$2,848.00	$0.00	$5,600.00	$0.00	$9,768.00
TOTAL - REPAIR PLANS PHASE			**27**	**76**	**52**	**260**	**362**	**777**
			$5,940.00	**$13,528.00**	**$9,152.00**	**$36,400.00**	**$34,390.00**	**$99,410.00**

STRUCTURES STAFF HOUR ESTIMATE
GARRISON BIGHT BRIDGE REPAIR

CREATED BY: JLL
DATE: 12/18/15

MISCELLANEOUS TASKS

	BASIS	NO. OF UNITS	HOURS					
COORDINATION, MEETINGS, SUPERVISION, ETC.								
			0.50%	3.50%				
COORDINATION, MEETINGS (LAP PROJECT)	4%	1	5	33				38
SUPERVISION	4%	1	5	33				38
PROJECT MANAGEMENT	4%	1	5	33				38
TOTAL - MISCELLANEOUS TASKS PHASE			**15**	**99**	**0**	**0**	**0**	**114**
			$3,300.00	**$17,622.00**	**$0.00**	**$0.00**	**$0.00**	**$20,922.00**

POST-DESIGN SERVICES

	BASIS	NO. OF UNITS	HOURS					
POST-DESIGN SERVICES								
SHOP DRAWING REVIEW								
PILE JACKETS	LS	1		12		16		28
PAINT SYSTEM	LS	1		4		8		12
REPAIR PROCEDURE SUBMITTALS	LS	1		8		16		24
CONCRETE MIX DESIGNS	LS	1		2		8		10
RESPOND TO RFI'S AND RFM'S	LS	1	4	24		12		40
FIELD REVIEWS/PROGRESS MEETINGS	LS	1	4	40		8		52
FINAL INSPECTION	LS	1		16		8		24
								0
TOTAL - POST-DESIGN SERVICES PHASE			**8**	**106**	**0**	**76**	**0**	**190**
			$1,760.00	**$18,868.00**	**$0.00**	**$10,640.00**	**$0.00**	**$31,268.00**

GRAND TOTAL - STRUCTURES

GRAND TOTAL (STRUCTURES LABOR)	**58**	**327**	**102**	**388**	**362**	**1237**
	$12,760.00	**$58,206.00**	**$17,952.00**	**$54,320.00**	**$34,390.00**	**$177,628.00**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Garrison Bight Bridge Repair
County: Monroe
FPN:
FAP No.:

Consultant Name: Kisinger Campo & Associates
Consultant No.: enter consultants proj. number
Date: 12/18/2015
Estimator: DH

Staff Classification	Hours From "SH Summary - Firm"	Project Manager	Senior Engineer	Engineer	Technician	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$0.00	$176.00	$140.00	$95.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	40	0	30	8	2	0	0	0	0	0	0	0	0	40	$6,590	$164.75
4. Roadway Analysis	162	0	73	65	24	0	0	0	0	0	0	0	0	162	$24,228	$149.56
5. Roadway Plans	81	0	8	24	49	0	0	0	0	0	0	0	0	81	$9,423	$116.33
19. Signing & Pavement Marking Analysis	31	0	14	12	5	0	0	0	0	0	0	0	0	31	$4,619	$149.00
Total Staff Hours	314	0	125	109	80	0	0	0	0	0	0	0	0	314		
Total Staff Cost		$0.00	$22,000.00	$15,260.00	$7,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$44,860.00**	**$142.87**

Check = $44,860.00

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:					$44,860.00
OVERHEAD:		0%			$0.00
OPERATING MARGIN:		0%			$0.00
FCCM (Facilities Capital Cost Money):		0.00%			$0.00
EXPENSES:		0.00%			$0.00
Survey (Field - if by Prime)	0	4-man crew days @	$ -	/ day	$0.00
SUBTOTAL ESTIMATED FEE:					**$44,860.00**
Subconsultant: Enter Name Sub 1					$0.00
Subconsultant: Sub 2					$0.00
Subconsultant: Sub 3					$0.00
Subconsultant: Sub 4					$0.00
Subconsultant: Sub 5					$0.00
Subconsultant: Sub 6					$0.00
Subconsultant: Sub 7					$0.00
Subconsultant: Sub 8					$0.00
Subconsultant: Sub 9					$0.00
Subconsultant: Sub 10					$0.00
Subconsultant: Sub 11					$0.00
Subconsultant: Sub 12					$0.00
SUBTOTAL ESTIMATED FEE:					**$44,860.00**
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$44,860.00**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$44,860.00**

ATTACHMENT C
APPENDIX I OF FDOT STANDARD PROFESSIONAL SERVICES AGREEMENT

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

ATTACHMENT D
LAP AGREEMENT

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 431918-1	Fund:	FLAIR Approp:
Federal No: 00B6-010-B	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
County No: Monroe County (90)	Contract No: G0326	Vendor No: 596000749114

Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 073876757

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this 12 day of August, 2015 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Monroe County hereinafter called the Agency.

W I T N E S S E T H:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in The Garrison Bight Bridge Repair Design Project and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "Project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

1.01 Attachments: Exhibit(s) 1, A & B are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of the Project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects.

Removal of All Funds

If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the Project on or before March 31, 2017. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the Project is $ 260,000. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the Project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

a. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
b. Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
c. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
d. Department approval of the Project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as

available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a LAP Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

1. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit** 1 to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

2. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

3. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years

beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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 Agency's resources obtained from other than Federal entities).

4. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

5. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.

6. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

7. The Department's contact information for requirements under this part is as follows:

   Office of Comptroller, MS 24
   605 Suwannee Street
   Tallahassee, Florida 32399-0450
   FDOTSingleAudit@dot.state.fl.us

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes) unless the records are exempt.

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the Project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all Projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 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 Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this 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 the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

> "The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> "The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

11.01 Performance Evaluation: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

11.02 Performance Evaluation Ratings: Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

11.03 Delegation of Authority: The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that

employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: 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 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 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.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 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.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☐ will ☐ will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one $1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

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 Agency 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.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY Monroe County

By: _____ 6/10/15
Name: Danny Kolhage
Title: Mayor

Attest: _____
Title:

Legal Review

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 5/21/15

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Harold Desdunes
Title: Director of Transportation Dev.

Attest: _____
Title:

_____

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	**$260000.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 431918-1_____

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Monroe County _____

_____

Dated_____

PROJECT LOCATION:

The project ____ is X___ is not on the National Highway System.

The project ____ is X___ is not on the State Highway System.

PROJECT DESCRIPTION:

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) _____ Study to be completed by_____.
b) Design to be completed by December, 2016.
c) Right-of-Way requirements identified and provided to the Department by October, 2016.
d) Right-of-Way to be certified by December, 2016.
e) Construction contract to be let by March 2017.
f) Construction to be completed by November, 2017.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 431918-1
Monroe County BOCC Engineering Department 1100 Simonton Street, Key West, FL 33040	

PROJECT DESCRIPTION

Name: Garrison Bight Bridge **Length:** 177.4 ft.

Termini: **Palm Avenue**, Key West

TYPE OF WORK By Fiscal Year	FUNDING (1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning FY:			
FY:			
FY:			
Total Planning Cost			
Project Development & Environment (PD&E) FY:			
FY:			
FY:			
Total PD&E Cost			
Design FY: 2016	$260,000		$260,000
FY:			
FY:			
Total Design Cost	$260,000		$260,000
Right-of-Way FY:			
FY:			
FY:			
Total Right-of-Way Cost			
Construction FY:			
FY:			
FY:			
FY:			
Total Construction Cost			
Construction Engineering and Inspection (CEI) FY:			
FY:			
FY: 2017			
Total CEI Cost			
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	$260,000		$260,000

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

07/23/2015

Florida Department of Transportation
Federal Authorization Management System

Notice of Approved Authorization

from Federal Highway Administration
to Participate in Project Costs Incurred
After the Effective Date of Authorization Noted Below

Federal Aid Project Number: **00B6 010** State Project Number: **431918-1 31 01**

This Notice of Approved Authorization is issued with the stipulation that the Florida Department of Transportation agrees to comply with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) The regulations issued pursuant thereto and (3) the policies and procedures promulgated by the Federal Highway Administration relative to the above designates project. The Florida Department of Transportation also agrees to comply with the applicable provisions set forth in CFR Part 630, Subpart C.

Project Location: **GARRISON BIGHT BRIDGE AT PALM AVE. & NO. ROOSEVELT BLVD (BR# 904025);BRIDGE-REPAIR/REHABILITATION;PRELIMINARY ENGINEER;LAP**
Character of proposed work: **Preliminary Engineering**

Classification of phase of work to be put under agreement	Effective date of authorization
Highway planning & Research	
XPreliminary Engineering	**07/23/2015**
Right-of-Way	
Construction	
Other	

Dist.	Appr.	Urban/ With	Total Cost	Federal Share	Federal Funds Under Agreement	Advance Construction
06	**L20R**		**178,668.00**	**100.0%**	**131,889.00**	**35,939.00**
06	**M24E**		**97,172.00**	**100.0%**	**97,172.00**	**0.00**

Department of Transportation

Available funds certified by:	**BARBARA FLORENZAN**	Date: **07/20/2015**
Approval recommended by:	**PATRICK CRAIG**	Date: **07/20/2015**
Approved and Authorized by:	**RICHARD LUTEN**	Date: **07/22/2015**

Federal Highway Administration

Approval Recommended By:	**BELINDA A. HEYS**	Date: **07/22/2015**
Approved and Authorized By:	**DYSHA' S. WEEMS**	Date: **07/23/2015**
Agreement Approved By:	**BELINDA A. HEYS**	Date: **07/22/2015**

State Remarks:

INITIAL AUTHORIZATION FOR PRELIMINARY ENGINEERING OF THE LOCAL AGENCY PROGRAM AGREEMENT WITH MONROE COUNTY. CFDA#20.205; INDIRECT N/A; PERIOD OF PERFORMANCE END DATE APRIL 21, 2019. THIS AGREEMENT ISS UBJECT TO THE FOLLOWING AWARD TERMS: HTTP://EDOCKET.ACCESS.GPO.GOV/2010/PDF/2010-22705.PDF AND HTTP://EDOCKET.ACCESS.GPO.GOV/2010/PDF/2010-22706.PDF.

Division Remarks

This Notice of Authorization is not the official FHWA Approved Project Agreement for the project designated above. The official Project Agreement must be printed from FHWA's Fiscal Management Information System (FMIS). The District Federal Aid Coordinator may obtain the Project Agreement at https://fhwaapps.fhwa.dot.gov/.

TO: FI989JM@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT G0326

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #G0326 Contract Type: Method of Procurement:
Vendor Name: MONROE COUNTY
Vendor ID: VF596000749114
Beginning date of this Agmt: 08/07/15
Ending date of this Agmt: 03/31/17

ORG-CODE	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFDA
(FISCAL YEAR)		*BUDGET ENTITY		*CATEGORY/CAT YEAR		
AMENDMENT ID		*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS		
55 063030649	*A7	*780000	* 260000.00	*43191813801	*215	*20.205
2016		*55100100		*088849/16		
0001		*00	*	*0001/04		

TOTAL AMOUNT: *$ 260,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 08/10/2015

ATTACHMENT E
FDOT FORMS

Certification of Disclosure of Lobbying Activities on Federal Aid Contracts
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts
Conflict of Interest Certification for Consultant/Contractor
Truth in Negotiation Certification

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: **Kisinger Campo & Associates, Corp.**

By: **Paul G. Foley, P.E.** Date: **12/22/2015**

Authorized Signature:

Title: **President**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 49 CFR, Section 29.511)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By _____ Date: **12/22/2015**
Authorized Signature **(Paul G. Foley, P.E.)**

Title: **President**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST CERTIFICATION FOR CONSULTANT/CONTRACTOR

375-030-50
PROCUREMENT
01/12

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): Garrison Bight Bridge (#904025) Repair Design

Financial Project Number(s): #431918-1-31-01

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the contract(s) identified above.

Printed Names	Signatures	Date
Paul G. Foley, P.E., President		12/22/2015

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Kisinger Campo & Associates, Corp.
Name of Consultant

By: _____
(Paul G. Foley, P.E., President)

12/22/2015
Date

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Engineering Services Department

Bulk Item: Yes X No ___ Staff Contact /Phone #: Judy Clarke 4329

AGENDA ITEM WORDING: 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 BACKGROUND: The Key Largo II Roadway and Drainage Improvements project is comprised of streets in the Bay Harbor, Sunset Point, Sunrise Point Addition, Sunrise Point Revised Plat, Lime Grove Estates Section 1 and Rays Cuda Canal subdivisions of Key Largo that have been identified by the County's Asphalt Pavement Evaluation and Management program as areas of poor pavement condition and also require drainage improvements. The cost for engineering design, permitting and construction phase services is a not to exceed maximum of $308,716.

PREVIOUS RELEVANT BOCC ACTION:
In March 2013, the BOCC approved a contract with IMS Infrastructure Management Services for Asphalt Pavement and Management Services.
In January 2014, the BOCC approved the On Call contract for Professional Services between County and CDM Smith, Inc.

CONTRACT/AGREEMENT CHANGES: As outlined in task order.

STAFF RECOMMENDATIONS: Approve task order for engineering design and permitting services.

TOTAL COST: $308,716 **INDIRECT COST:** _____ **BUDGETED:** Yes x No __

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $308,716 **SOURCE OF FUNDS:** 102-Road & Bridge Fund

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

APPROVED BY: County Attorney [signature] OMB/Purchasing [signature] Risk Management [signature]

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: CDM Smith, Inc. Contract # _____ Task Order

Effective Date: 1/20/2016

Expiration Date: 60 days post construction

Contract Purpose/Description:

Task Order under On Call Engineering Services Contract for engineering design and permitting services for Key Largo II Roadway and Drainage Improvements project in the maximum not to exceed amount of $308,716

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

for BOCC meeting on 1/20/2016 Agenda Deadline: 1/5/2016

CONTRACT COSTS

Total Dollar Value of Contract: $ 308,716 Current Year Portion: $ 250,000

Budgeted? Yes ☒ No ☐ Account Codes: _____-_____-_____-_____-_____

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	1/4/16	Yes ☐ No ☑	Judith S. Clarke	1-4-2016
Risk Management	1.4.16	Yes ☐ No ☑		1.4.16
O.M.B./Purchasing	1/4/16	Yes ☐ No ☑		1/4/16
County Attorney	1/4/16	Yes ☐ No ☒	Christine Hurley Assistant County Attorney	1/4/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

TASK ORDER FOR ON CALL PROFESSIONAL DESIGN AND PERMITTING SERVICES BETWEEN MONROE COUNTY AND CDM SMITH INC. FOR KEY LARGO II ROADWAY AND DRAINAGE IMPROVEMENTS PROJECT

In accordance with the Continuing Contract for On Call Professional Engineering Services made and entered on the **16th** day of **January, 2014** between **Monroe County** hereinafter referred to as the "County" and **CDM Smith Inc.** hereinafter referred to as "Consultant" where design services are allowed if construction costs do not exceed $2,000,000.

All terms and conditions of the referenced Contract for On Call Professional Engineering Services apply to the Task Order, unless the Task Order modifies an Article of the Agreement of which will be specifically referenced in this Task Order and the modification shall be precisely described.

This Task Order is effective on the 20th Day of **January, 2016** and shall expire 60 days after construction is complete.

Article II Scope of Basic Services, Paragraph 2.1.1 is amended as follows:

The scope of services for the Key Largo II Roadway And Drainage Improvements project will include completion of design for construction and any required SFWMD permitting for the asphalt overlay, milling and resurfacing, roadway reconstruction including establishing roadway crowns and the installation of french drains for the specified roads in the Bay Harbor, Sunset Point, Sunrise Point Addition, Sunrise Point Revised Plat, Lime Grove Estates Section 1 and Rays Cuda Canal subdivisions of Key Largo.

The Design for Construction shall include, but shall not necessarily be limited to, plans and specifications which describe all systems, elements, details, components, materials, equipment, and other information necessary for construction. The Design for Construction shall be accurate, coordinated and in all respects adequate for construction and shall be in conformity, and comply, with all applicable law, codes, permits, and regulations. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the County.

Details of the scope of services are outlined below and included in the Consultant's proposal that is attached to this task order as Exhibit A.

1.0 DESIGN DEVELOPMENT

The Consultant will evaluate existing adjacent environment and habitat and provide a design that eliminates or minimizes impacts to the surrounding environment and habitat.

2.0 CONSTRUCTION DOCUMENTS PHASE

2.1 The Consultant shall prepare, for approval by the County, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project. Construction documents shall conform to the standards contained in the following:

1. Florida Department of Transportation Roadway Plans Preparation Manuals
http://www.dot.state.fl.us/rddesign/PPMManual/PPM.shtm

2. Florida Department of Transportation Design Standards
http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm

3. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm

4. Florida Department of Transportation Surveying Procedure
http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/550030101.pdf

5. Florida Department of Transportation Drainage Manual
http://www.dot.state.fl.us/rddesign/dr/files/2008DrainageManual.pdf

6. MUTCD
http://mutcd.fhwa.dot.gov/

7. American Disabilities Act
http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625020015.pdf

8. Florida Department of Transportation Flexible Pavement Design Manual
http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm

9. Florida Statutes
http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948

2.2. The Consultant shall provide Drawings and applicable Technical Specifications for the County's review.

2.3 Upon completion of the Construction Documents Phase, the Consultant shall provide Construction Documents for the County's approval. Upon approval by the County the Consultant shall provide the County up to 3 sets of Construction Documents that have been signed and sealed by the Consultant. The Consultant shall also provide an electronic version of the construction documents. The Consultant shall provide an estimate of anticipated construction cost in accordance with the construction development phase.

2.4 The Consultant shall assist the County in the preparation of the necessary bidding information for the production of bidding forms, the Conditions of the Contracts, and the forms of Agreements between the County and the Contractors by providing supporting information as to the projects scope, bid items, estimated quantities and construction duration. The County shall prepare all Bidding Forms, Conditions of the Contract, and Forms of Agreement.

2.5 The Consultant's construction documents (plans, specifications, etc) will conform to all codes and regulations of the federal government, county, state, municipalities,

agencies and state departments, in effect at the date of this Agreement, and shall be of such completion as to be acceptable for review and ruling by said agencies when permits are applied for. The Consultant shall use due care in determining permit requirements and shall meet with regulatory agencies as necessary to coordinate specific permit requirements. The Consultant shall document all meetings and conversations with said regulatory agencies. If permits are denied for incompleteness or for lack of following said codes or regulations, or permit requirements, then the Engineer will conform the construction documents in such manner to receive permits upon such plans. Work required by the Consultant to conform documents to federal, state, city, county, or agency specifications to allow them to be approved shall be completed at no charge or cost to the County, unless said requirements are changed during the course of the project.

2.6 The County shall be responsible for the timely submittal of all permit application fees.

2.7 At the 90% and 100% design phases the Consultant shall provide drawings and other documents which depict the current status of design for the County's review and information. The Consultant shall provide an estimate of anticipated construction costs and construction schedule.

2.8 As needed, the Consultant will provide clarification and answers to questions from prospective bidders during the construction bid process. Answers will be provided in a timely manner in order to facilitate bidding.

3.0 CONSTRUCTION DOCUMENTS PHASE REQUIREMENTS

To satisfactorily perform the Construction Documents phase requirement, the Engineer must complete the tasks set forth in items 3.1 through 3.4.

3.1 Construction Plans – This consists of, at a minimum, Key Sheet, Summary of Pay Items and Quantities, Drainage Map, Project Layout, Plan and Profile sheets, Typical Sections, Detail sheets, General Notes, Traffic Control Plan. Construction plans shall be in accordance with FDOT Plans Preparation Manual.

3.2 Specifications – For general specifications, FDOT Specifications will be used. Comprehensive, abbreviated methods, materials and systems descriptions in tune with the drawings will be developed as necessary with Technical Special Provisions.

3.3 Schedules – Prepare an estimate of the Construction Time.

3.4 Estimate of Construction Cost – Estimate of anticipated cost in accordance with the Construction Documents.

4.0 CONSTRUCTION COST

Contemporaneously with the submission of the Design, the Consultant shall submit to the County in writing its final Opinion of Probable Construction Cost (OPCC) for constructing the Project. Once submitted, the final anticipated price estimate shall be

adjusted by the Consultant to reflect any increase or decrease in anticipated price resulting from a change in Design.

4.1 The Construction Cost shall be the total estimated bid cost to the County of all elements of the Project designed or specified by the Consultant.

4.2 The Construction Cost shall include the cost at current market rates of labor and materials and Equipment designed, specified, selected or specially provided for by the Consultant, plus a reasonable allowance for Contractor's overhead and profit.

4.3 Construction cost does not include the compensation of the Consultant and the sub-consultants, the costs of land, rights-of-way, financing or other costs which are the responsibility of the County.

5.0 CONSTRUCTION PHASE

5.1 The Consultant shall review and approve or take other appropriate action upon Contractor submittals and requests for information. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Contractor's Work or in construction by the County's own forces, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. In general, said review and action shall be completed in 10 working days from receipt of a shop drawing submittal, excluding resubmittals. 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 designed by the Contractors, all of which remain the responsibility of the Contractors to the extent required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of construction means, methods, techniques, sequences, or procedures.

5.2 The Consultant will provide answers to Requests for Information (RFIs) from the Contractor, as needed during construction and will implement any required plan revisions.

5.3 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the Consultant or its consultants or both.

5.4 The Consultant must reimburse the County for any "added costs" paid by the County for additional construction cost that were incurred as a direct result of any error, omission, deficiency, or conflict in the work product of the Consultant, its consultants, or both. "Added costs" is defined as the cost incurred from any additional work required on the project that was necessitated solely by the error, omission, deficiency or conflict in the work product. The added cost is limited to the increase to the construction cost for additional work and does not include costs that are normally incurred as part of the project or would have been incurred had no error, omission or deficiency occurred, and addressed by a change order of already established unit costs. The Consultant shall not be held responsible for additional deficiencies found due to a delay in the construction of

the project or for those hidden deficiencies that could not reasonably be determined through a review of current field conditions by the Consultant or subconsultants.

5.5 The Consultant shall furnish to the County, upon project completion, the following:

- 2 sets of 11" X 17" signed and sealed Record Drawings
- 2 sets of final documentation
- 1 set of final CADD files on CD

The Consultant's Engineer of Record in responsible charge of the project's design shall professionally endorse/certify the record prints, the special provisions and all reference and support documents.

5.6 The Consultant will attend the pre-construction meeting and as needed, attend the periodic construction progress meetings.

Article VII, Paragraph 7.1 is amended to include the following:

The Consultant shall be paid monthly for time and expenses based on hourly rates and the following not to exceed amounts (except where noted):

Task 1: Data Collection & Preliminary Design Evaluation	**$ 35,944**
Task 2: Design and Plans Production and Bid Support	**$ 114,084**
Task 3: Environmental Resource Permitting (not to exceed)	**$ 10,592**
Task 4: General Engineering Services During Construction	**$ 23,576**
Task 5: Meetings, Project Management and Quality Control	**$ 40,364**
Outside Professionals (lump sum)	**$ 74,056**
Other Direct Costs	**$ 10,100**
Total (not to exceed)	**$ 308,716**

Article IX Miscellaneous, Paragraph 9.21 is amended to add the following:

Pursuant to F.S. 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 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

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 Monroe County in a format that is compatible with the information technology systems of Monroe County.

Paragraph 9.30 Federal Highway Administration Requirements do not apply to this project.

IN WITNESS WHEREOF, each party caused the Task Order to be executed by its duly authorized representative.

Consultant
CDM Smith Inc.

Signature _____ Date 1/4/2016

ASSOCIATE
Title

Witness:

Signature _____ Date 1/4/2016

(SEAL)
Attest: Amy Heavilin, Clerk

By: _____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

by: _____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/4/16

EXHIBIT A
CONSULTANT'S PROPOSAL

TASK WORK ORDER NO. 2

Monroe County, Florida

Key Largo II – Roadway and Drainage Improvements Project

November 13, 2015

This Authorization, when executed, shall be incorporated in and become part of the Agreement for Professional Services between the Monroe County (COUNTY), and CDM Smith Inc. (CONSULTANT), dated January 16, 2014, hereafter referred to as the Agreement.

PROJECT BACKGROUND

COUNTY has requested that CONSULTANT provide engineering design and construction administration services for paving, drainage and associated improvements to COUNTY roadways located in Key Largo, Florida. As shown on Exhibit A, attached, the roads included in this study are North Bay Harbor Drive, South Bay Harbor Drive, Bonito Lane, Cuda Lane, Dove Road, Heron Road, Lobster Road, Mockingbird Road, Red Bird Road, Snapper Lane, Sunset Court, and Sunset Road. These roads are in the Bay Harbor, Sunset Point, Sunrise Point Addition, Sunrise Point Revised Plat, Lime Grove Estates Section 1 and Rays Cuda Canal subdivisions of Key Largo.

SCOPE OF WORK

The following is a description of the services to be provided under this Task Authorization:

- Evaluate the subdivision roads to determine the appropriate rehabilitation method (resurfacing, widening, reconstruction)
- Design of appropriate rehabilitation method and associated drainage improvements
- Preparation of contract documents and technical specifications in coordination with standard County requirements
- Apply for a Permit Exemption from the South Florida Water Management District (SFWMD)
- Provide support during construction in responding to Contractor's needs and inquiries
- Assistance with project close-out

TASK 1.0 – DATA COLLECTION & PRELIMINARY DESIGN EVALUATION

Subtask 1.1 Data Collection and Field Investigation

The CONSULTANT will review documents provided by the COUNTY, such as Geographic Information Systems (GIS) data and Pavement Assessment Reports.
The CONSULTANT's roadway designer will perform a field investigation with County Public Works (roads and utility) staff on the same day as the kick-off meeting (Task 5.1) to gather data and identify potential problem areas that will require additional pavement cores to be performed by the geotechnical consultant and to locate utilities in the roadway. The CONSULTANT will take notes and photographs during the field investigation to document observations, discussions, and recommendations.

The CONSULTANT'S drainage designer will also attend the field investigation to assess existing drainage patterns and identify potential locations for exfiltration trenches.

Subtask 1.2 Roadway Pavement Analysis

The CONSULTANT will evaluate the data obtained to determine the appropriate method of rehabilitation for the twelve (12) roads included in this study and as shown on Exhibit A. Rehabilitation methods include milling and resurfacing of streets in good condition or reconstruction of streets showing evidence of

pavement failure or significant flooding. The CONSULTANT will recommend a rehabilitation method for each street or logical segments of each street for review and approval by the COUNTY. For purposes of this scope of services, it is assumed that twelve (12) roads will be improved: six (6) roads will be resurfaced and six (6) roads will require reconstruction based on pavement condition index (PCI). In addition, three (3) narrow roads will be widened to comply with the minimum pavement width requirement of 18 feet.

Subtask 1.3 Drainage Analysis

The CONSULTANT will prepare a conceptual drainage plan outlining the locations of ditch grading improvements and exfiltration trench locations. The plan will be based on drainage needs determined during the field review and evaluation of the drainage patterns from the obtained ground survey for the project.

TASK 2.0 – DESIGN AND PLANS PRODUCTION

Subtask 2.1 Roadway Design

The CONSULTANT will design the following roadway elements in accordance with governing standards (AASHTO – 2011 A Policy on Geometric Design of Highways and Streets and/or 2011 FDOT Greenbook – Florida Manual of Uniform Minimum Standards Design, Construction and Maintenance for Streets and Highways), as practical:

- Milling and resurfacing of roads in fair and/or good condition.
- Widening of narrow roads to meet minimum 18-foot width requirement.
- Reconstruction of roads with evidence of structural failure.

Subtask 2.2 Drainage Design

The drainage design tasks will include the following elements:

- Exfiltration trenches will be provided throughout the project as needed to facilitate positive drainage in areas of significant ponding within the roadway and/or right-of-way. The existing seepage trenches that are observed during the field review or survey and/or provided by Monroe County will be replaced with exfiltration trenches. The exfiltration trenches will be detailed in the plans. CONSULTANT will determine the approximate horizontal extent of underground utilities including water and sewer at the proposed exfiltration trench locations. CONSULTANT will locate the proposed exfiltration trenches to minimize utility impacts. CONSULTANT will provide design details for utility relocations as required. The vertical extent of the underground utilities will not be obtained for this project.
- A detailed drainage approach with the locations of the proposed drainage improvements will be included in the Conceptual Design submittal. The final proposed drainage improvements will be included in the construction plans.

Subtask 2.3 Preparation of Contract Documents

The CONSULTANT will prepare Construction Documents, including final plans and technical specifications. The plans will include the following major elements:

- Key Sheet (1)
- General Notes (1)
- Special Details (2)
- Typical Section Sheets (1)
- Project Layout (1)
- Roadway Resurfacing Plan Sheets (1 per road)

- Roadway Reconstruction Plan/Profile Sheets (1 per road)
- Cross Sections for Reconstruction and/or Widening (15 sections per road)
- Stormwater Pollution Prevention Plan (1)
- Miscellaneous Design Standards/Temporary Erosion Control Details (1)

In addition, the following deliverables are anticipated for this task:

- Three (3) copies of conceptual design sketch and project approach/criteria memorandum
- Three (3) copies of 90% Construction Documents (plans and technical specifications);
- Cost estimates at 90% and 100%
- One (1) electronic copy of 100% Construction Documents (plans and technical specifications) with Draft Environmental Resource Permit (ERP) application package
- One (1) electronic copy of SFWMD ERP Application and Permit
- Three (3) signed and sealed sets of 100% Construction Plans and Technical Specifications for the County's files.

Subtask 2.4 Procurement Assist

CONSULTANT will assist the County in their preparation of Bid Forms and other Division 0 front-end documents. CONSULTANT will prepare responses to technical questions from prospecting bidders

TASK 3.0 - ENVIRONMENTAL RESOURCE PERMITTING

The CONSULTANT will schedule and conduct a pre-application meeting with SFWMD to determine the permitting requirements for the project. It is anticipated that water quality treatment will not be required for the mill and resurface and reconstruction improvements but will be required for the roadway widenings. CONSULTANT will prepare and submit an Environmental Resource Permit application for the proposed roadway widenings if necessary. The application will not include recommendations for mitigation or other information for potential impacts to protected plants and/or species. Additionally, CONSULTANT will confirm that permitting with other agencies other than SFWMD, such as the Army Corps of Engineers, Florida Department of Protection and National Marine Fisheries is not required. It is anticipated that the SFWMD permitting requirements will require the retention of stormwater from the widened roadways which will be provided within the proposed exfiltration trenches to be designed by CONSULTANT as included in Subtask 2.2 (Drainage Design).

TASK 4.0 - GENERAL ENGINEERING SERVICES DURING CONSTRUCTION

Subtask 4.1 Shop Drawing Review

The CONSULTANT will review and approve shop drawings that the contractor is required to submit.

Subtask 4.2 RFI Responses

The CONSULTANT will review requests for information (RFI) submitted by the Contractor and provide responses.

Subtask 4.3 Plan Revisions

The CONSULTANT will prepare and submit up to three (3) plans revisions to address minor design changes as a result of unforeseen field conditions or approved Contractor recommendations.

Subtask 4.4 As-Built Record Drawings

The CONSULTANT will use the design CADD files as a base to prepare as-built record drawings in CADD. The as-built revisions are to be provided as red-lined plans by the Contractor or COUNTY's project field

inspector/RPR.

Subtask 4.5 SFWMD As-Built Certification

The CONSULTANT will prepare and submit the SFWMD as-built certification form as required by SFWMD to transfer the project to the operations phase. This task includes a site visit to confirm the project was constructed in accordance with the SFWMD permit conditions.

TASK 5.0 - MEETINGS, PROJECT MANAGEMENT AND QUALITY CONTROL

Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with CONSULTANT's standards and the COUNTY's requirements. Specific activities included are identified on the following page:

Subtask 5.1 Project Kick-Off Meeting

CONSULTANT will prepare for and conduct a kick-off meeting for the project with County staff to review the scope of services, schedule and budget, and discuss initial design issues/preferences and gather any additional available data. CONSULTANT will prepare and distribute draft and final meeting minutes to all attendees.

Subtask 5.2 Project Management

CONSULTANT's project manager will prepare and submit monthly written status reports for an anticipated project life of 19 months. This task also includes monthly project status review management meetings, and periodic progress internal team meetings.

Subtask 5.3 Project Quality Control (QC) Technical Review

CONSULTANT maintains a QC program on all of its projects. Technical Review Committee (TRC) meetings are budgeted for and will be performed before submitting the deliverables. The TRC review includes a detailed review of each discipline by a Senior Engineer trained within that discipline as well as a constructability review by a Senior Construction Engineering Inspection (CEI) engineer.

ASSUMPTIONS

The above described engineering services have been based upon the following assumptions:

- The COUNTY will make the existing information available to the CONSULTANT in a timely fashion.
- The COUNTY will utilize its boilerplate, bid forms and front-end contract documents (Division O) and prepare all bid forms. If the CONSULTANT believes that significant changes or supplemental conditions are required to the COUNTY's front-ends, the CONSULTANT will discuss the recommendations with the COUNTY and provide a separate proposal for an amendment for additional scope and compensation.
- The COUNTY will provide review comments within two weeks of delivery of submittals requested to be reviewed.
- The COUNTY will be available for key meetings within two weeks of the requested date.
- Construction inspection/RPR services are not included in the CONSULTANT scope of work and will be provided by the COUNTY. COUNTY will provide CONSULTANT with weekly copies of the daily field inspector reports.
- CONSULTANT services for SFWMD and Contractor request(s) for information are generally limited to those items covered within the scope of services provided here-in. Additional items, such as stormwater treatment facilities (ponds) and storm sewer design are not included within this scope of services and will require an addendum to this contract.

- The vertical extent of underground utilities will not be obtained for this project. Utility information provided by CONSULTANT shall be considered approximate based on the limitations of the procedures used to define their locations. There is no provision for the excavation, probing or location of underground utilities, structures or improvements. Utilities shall be located to the extent that they are above ground and visible. The proposal does not include the contracting of an underground utility locating service to locate subsurface utilities. CONTRACTOR will be wholly responsible for identifying the location and extent of existing underground utilities which may be in conflict with the proposed improvements. CONSULTANT will assist with developing plan revisions to resolve conflicts identified during construction, however, will bear no responsibility for additional project costs or delays which may be incurred due to existing utility conflicts with the proposed design improvements. CONSULTANT can provide vertical utility locates upon request by the COUNTY as an addendum to this contract.
- The proposed grading plans and improvements to be provided by CONSULTANT will be developed based on limited survey information (100-foot cross sections) and right-of-way mapping. Grading irregularities between the surveyed cross sections should be anticipated and may require design revisions during construction. CONSULTANT will support CONTRACTOR during construction to provide design revisions in a timely manner as needed; however, CONSULTANT bears no responsibility for any additional charges or delays which occur as a result of the limited survey and right-of-way mapping procedures. The CONSULTANT can provide a more detailed topographical survey and right-of-way mapping process upon request of the COUNTY as an addendum to this contract.
- The CONSULTANTS proposed pavement design and associated quantities will be estimated based on limited survey (100-foot cross sections) and pavement core data. Grading irregularities and pavement thickness irregularities shall be anticipated which can affect as-built pavement quantities and lead to bid price overruns. CONSULTANT bears no responsibility for bid overruns in pavement quantities due to these limited data collection methodologies. If COUNTY requires a higher level of confidence then the scope of the survey and geotechnical tasks can be increased upon their request as an addendum to this contract.
- The SFWMD ERP application will not include information related to wetlands and/or threatened and endangered species. It is assumed that permitting with other agencies such as the Army Corps of Engineers, Florida Department of Protection and National Marine Fisheries is not required for this contract. If it is determined during the course of this project that these additional permitting services are required then an addendum will be required to provide these additional services. CONSULTANT bears no responsibility for potential construction delays and charges that may be incurred if additional permitting requirements are identified beyond the SFWMD ERP.
- COUNTY will pay the SFWMD permit application fee.
- There are no sidewalk improvements or additions as part of CONSULTANT's scope of work.
- The COUNTY will manage and be responsible for the procurement and award process.

DELIVERABLES

CONSULTANT will provide the following deliverables to COUNTY:

- Kick-off meeting minutes to all attendees (e-mailed in PDF format)
- Conceptual design sketch to be included on 11x17 sheets with aerial background. The design sketch will include proposed limits of reconstruction, widening, and milling & resurfacing, as well as the proposed exfiltration trench locations and ditch upgrades.
- Electronic delivery of the 90% design documents including , opinion of probable cost, draft specifications, and 90% plans
- Three (3) hard copies (signed and sealed) and one (1) electronic copy of the 100% design package to

include the updated 100% opinion of probable construction cost.

- Project meeting minutes (e-mailed in PDF format)
- Shop drawing review transmittals and responses
- Responses to RFIs (e-mailed in PDF format)
- SFWWD Field Certification (Transfer to Operation Phase Form) (Subtask 4.5)
- CONSULTANT project documentation for close-out to include Record Drawings and one set of final CADD files on CD.
- Monthly status reports (e-mailed in PDF format)

TIME OF COMPLETION/SCHEDULE

CONSULTANT shall commence work within seven (7) calendar days after issuance of a written notice-to-proceed from the COUNTY and the kick-off meeting will be scheduled within seven (7) calendar days of notice-to-proceed. A project schedule will be submitted to the COUNTY at the kick-off meeting and updated monthly. The total time allowed for completing the CONSULTANT's design services required under this Task Assignment is anticipated to be 9 months. Procurement is not under CONSULTANT'S control but is expected to last 4 months from advertisement to Notice of Award. Construction services are expected to be completed in less than 12 months from the Contractor's notice to proceed date.

COMPENSATION AND PAYMENT

For the Basic Services performed under this Scope of Work, the COUNTY agrees to pay the CONSULTANT the lump sum fee of $264,448 for Tasks 1, 2 and 5 and subconsultant services, partial payments to be made on a monthly basis in proportion to the percentage of work completed. For invoice purposes only the value of each task is as shown in Table 1, below. COUNTY agrees to pay CONSULTANT the not-to-exceed fee of $44,268 on a time and materials contractual basis for Tasks 3, 4 and other direct costs. The total value of this task work order is a not-to-exceed amount of **$308,716** as shown on Table 1 and on the Project Fee Estimate on the following pages. CONSULTANT will submit invoices on a monthly basis along with written monthly status reports.

Table 1
Task Value for Invoice
Purposes Only

Task No.	Description	Value
1.0	Data Collection & Preliminary Design Evaluation (lump sum) NTE	$ 35,944
2.0	Design and Plans Production (lump sum) NTE	$ 114,084
3.0	Environmental Resource Permitting (not to exceed)	$ 10,592
4.0	General Engineering Services During Construction (not to exceed)	$ 23,576
5.0	Meetings, Project Management and Quality Control (lump sum) NTE	$ 40,364
Outside Professionals (lump sum)		**$ 74,056**
Other Direct Costs (not to exceed)		**$ 10,100**
	TOTAL WORK ORDER (not to exceed)	**$ 308,716**

MONROE COUNTY

KEY LARGO II - ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

PROJECT FEE ESTIMATE (11/12/15)

	Officer $228 /Hour		Principal / Associate $206 /Hour		Senior Professional $175 /Hour		Professional II $153 /Hour		Professional I $137 /Hour		Senior Support Services $ 143 /Hour		Staff Support Services $ 116 /Hour		Administration $105 /Hour		Labor Totals	
	MH	$	MH	$	MH	$	MH	$	MH	$					MH	$	MH	$
TASK 1 DATA COLLECTION & PRELIMINARY DESIGN EVALUATION																		
Task 1.1 - Data Collection and Field Investigation	8	$1,824		$0	20	$3,500	28	$4,284	12	$1,644		$0		$0		$0	68	$11,252
Task 1.2 - Roadway Pavement Analysis	8	$1,824	4	$824	24	$4,200	24	$3,672		$0		$0		$0		$0	60	$10,520
Task 1.3 - Drainage Analysis	4	$912		$0	20	$3,500	16	$2,448	8	$1,096	24	$3,432	24	$2,784		$0	96	$14,172
Task 2.4 - Procurement Assistance																		
Subtotal Task 1 Services																		***$35,944***
TASK 2 DESIGN & PLANS PRODUCTION																		
Task 2.1 - Roadway Design	16	$3,648	8	$1,648	60	$10,500	88	$13,464		$0	44	$6,292		$0		$0	216	$35,552
Task 2.2 - Drainage Design		$0	0	$0	24	$4,200	24	$3,672	16	$2,192		$0	60	$6,960	2	$212	126	$17,236
Task 2.3 - Preparation of Contract Documents	16	$3,648	8	$1,648	70	$12,250	50	$7,650		$0	220	$31,460	40	$4,640		$0	404	$61,296
Subtotal Task 2 Services																		***$114,084***
TASK 3 ENVIRONMENTAL RESOURCE PERMITTING																		
Task 3.1 - Environmental Resource Permit	0	$0	4	$824	16	$2,800	40	$6,120	0	$0	0	$0	0	$0	8	$848	68	$10,592
Subtotal Task 3 Services																		***$10,592***
TASK 4 GENERAL ENGINEERING SERVICES DURING CONSTRUCTION																		
Task 4.1 - Shop Drawing Review	1	$228		$0	16	$2,800		$0	2	$274		$0		$0	6	$636	25	$3,938
Task 4.2 - RFI Responses	1	$228		$0	24	$4,200	10	$1,530	2	$274		$0		$0	8	$848	45	$7,080
Task 4.3 - Plan Revisions	1	$228		$0	8	$1,400	8	$1,224		$0	24	$3,432		$0	0	$0	41	$6,284
Task 4.4 - As-Built Record Drawings	0	$0		$0	2	$350	4	$612	12	$1,644		$0		$0		$0	18	$2,606
Task 4.5 SFWMD As-Built Certification	0	$0		$0	10	$1,750		$0	14	$1,018	0	$0	0	$0	0	$0	24	$3,068
Subtotal Task 4 Services																		***$23,578***
TASK 5 - MEETINGS, PROJECT MANAGEMENT AND QUALITY CONTROL																		
Task 5.1 - Project Kickoff Meeting		$0	2	$412	2	$350		$0		$0		$0		$0	1	$106	5	$868
Task 5.2 - Project Management	4	$912	10	$2,060	60	$10,500	0								16	$1,696	90	$15,168
Task 5.3 - Project Quality Control Technical Review	20	$4,560	60	$12,360	20	$3,500	20	$3,060		$0		$0		$0	8	$848	128	$24,328
Subtotal Task 5 Services																		***$40,364***
TOTAL LABOR	**78**	**$18,012**	**98**	**$19,776**	**376**	**$65,800**	**312**	**$47,736**	**66**	**$9,042**	**312**	**$44,616**	**124**	**$14,384**	**49**	**$5,194**	**1414**	**$224,560**
	5.5%		6.9%		26.6%		22.1%		4.7%		22.1%		8.8%		3.5%			
OTHER DIRECT COSTS (ODC'S)																		
Travel & Subsistence																		$6,900
Reproduction, Equipment & Software																		$1,400
Communications																		$1,800
TOTAL ODCs																		$10,100
OUTSIDE PROFESSIONALS																		
Geotechnical w/ $500 Cont. (Exhibit B)																		$7,810
Topographic Survey (Exhibit C)																		$58,746
Utility Locates / Survey (Exhibit D)																		$7,500
TOTAL OUTSIDE PROFESSIONALS																		$74,056
GRAND TOTAL FEE																		$308,716

AMENDMENT 1 TO THE
AGREEMENT FOR ON CALL PROFESSIONAL ENGINEERING SERVICES

THIS AMENDMENT 1 to the Agreement dated January 16, 2014, between Monroe County, whose address is 1100 Simonton Street, Room 2-216 Key West, Florida 33040, hereafter the "COUNTY" and CDM Smith Inc., a Corporation of the State of Massachusetts, whose corporate address is One Cambridge Place, 50 Hampshire Street, Cambridge, Massachusetts 02139 and whose office location for work performed is 800 Brickell Avenue, Suite 500, Miami, Florida 33131, hereafter the "CONSULTANT" is entered into on this 18th day of March **2015**.

WHEREAS, on the 16th day of January 2014, the parties entered into an Agreement for On Call Professional Engineering Services authorizing the Consultant to provide professional services for miscellaneous projects in which construction costs do not exceed $2,000,000.00 in the form of Task Orders issued for specific services; and

WHEREAS, personnel referenced in Section 6.1 of the Agreement has changed and the County finds the change in personnel acceptable:

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and Consultant agree to amend the Agreement as follows:

1. Section 6.1 Personnel - Replace John L. Mafera with Paul Snead, Project Manager

In all other respects the Agreement dated January 16, 2014 remains in full force and effect.

In WITNESS WHEREOF each party hereto has caused this contract to be executed by its duly authorized representative.

(SEAL)
Attest: AMY HEAVILIN, Clerk
By: Lindsay Ballard
Deputy Clerk
Date: March 18, 2015

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA
By: _____
Mayor/Chairman

(SEAL)
Attest:
By: Mario J Maraccio
Title: Clerk

CDM SMITH INC.
By: _____ 1/30/15
Title: ASSOCIATE

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/26/15

AGREEMENT FOR

ON CALL PROFESSIONAL ENGINEERING SERVICES

This Agreement ("Agreement") made and entered into this 16TH day of January, 20 14 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"),

AND

CDM Smith Inc., a Corporation of the State of Massachusetts, whose corporate address is One Cambridge Place, 50 Hampshire Street, Cambridge, Massachusetts 02139 and whose office location for work performed is 800 Brickell Avenue, Suite 500, Miami, Florida 33131 its successors and assigns, hereinafter referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, COUNTY desires to employ the professional engineering services of CONSULTANT for various County Projects located in Monroe County, Florida and

WHEREAS, CONSULTANT has agreed to provide professional services for miscellaneous projects in which construction costs do not exceed $2,000,000.00

The professional services required by this Contract will be for services in the form of a continuing contract, commencing the effective date of this agreement and ending four years thereafter, with options for the County to renew for one additional 1 year period.

Specific services will be performed pursuant to individual task orders issued by the COUNTY and agreed to by the CONSULTANT. Task Orders will contain specific scope of work, time schedule, charges and payment conditions, and additional terms and conditions that are applicable to such Task Orders.

Execution of a Task Order by the COUNTY and the CONSULTANT constitutes the COUNTY's written authorization to CONSULTANT to proceed with the services described in the Task Order.

The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified. When a Task Order is to modify a provision of this Agreement, the Article of this Agreement to be modified will be specifically referenced in the Task Order and the modification shall be precisely described.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONSULTANT agree as follows:

FORM OF AGREEMENT

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Agreement, CONSULTANT makes the following express representations and warranties to the COUNTY:

1.1.1 The CONSULTANT shall maintain all necessary licenses, permits or other authorizations necessary to act as CONSULTANT for the Project until the CONSULTANT'S duties hereunder have been fully satisfied;

1.1.2 The CONSULTANT has become familiar with the Project site and the local conditions under which the Work is to be completed.

1.1.3 The CONSULTANT shall prepare all documents required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be in conformity and comply with all applicable law, codes and regulations. The CONSULTANT warrants that the documents prepared as a part of this Contract will be adequate and sufficient to accomplish the purposes of the Project, therefore, eliminating any additional construction cost due to missing or incorrect design elements in the contract documents;

1.1.4 The CONSULTANT assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.

1.1.5 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. In providing all services pursuant to this agreement, the CONSULTANT 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 CONSULTANT.

1.1.6 At all times and for all purposes under this agreement the CONSULTANT 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 CONSULTANT or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

1.1.7 The CONSULTANT 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.

ARTICLE II

SCOPE OF BASIC SERVICES

2.1 SCOPE OF WORK

The CONSULTANT will perform for the COUNTY services as described in individual Task Orders in accordance with the requirements outlined in the Agreement and the specific Task Order.

2.2 CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES

The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its subconsultants, or both.

2.3 NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONSULTANT. 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:

Ms. Judith Clarke, P.E.
Director of Engineering Services
Monroe County
1100 Simonton Street, Room 2-216
Key West, Florida 33040

And: Mr. Roman Gastesi, Jr.
Monroe County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040

For the Consultant:

Mr. Ignacio L. Lizama, P.E.
Officer-in-Charge/Associate
800 Brickell Avenue, Suite 500
Miami, Florida 33131

ARTICLE III

ADDITIONAL SERVICES

3.1 Additional services are services not included in the Scope of Basic Services. 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 before commencement.

3.2 If Additional Services are required the COUNTY shall issue a letter requesting and describing the requested services to the CONSULTANT. The CONSULTANT shall respond with a fee proposal to perform the requested services. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONSULTANT proceed with the Additional Services.

ARTICLE IV
COUNTY'S RESPONSIBILITIES

4.1 The COUNTY shall provide full information regarding requirements for the Project including physical location of work, county maintained roads, maps.

4.2 The COUNTY shall designate a representative to act on the COUNTY's behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.

4.3 Prompt written notice shall be given by the COUNTY and its representative to the CONSULTANT if they become aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.3.

4.4 The COUNTY shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONSULTANT'S services and work of the contractors.

4.5 The COUNTY's review of any documents prepared by the CONSULTANT or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the COUNTY's criteria, as, and if, modified. No review of such documents shall relieve the CONSULTANT of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

4.6 The COUNTY shall provide copies of necessary documents required to complete the work.

4.7 Any information that may be of assistance to the CONSULTANT that the COUNTY has immediate access to will be provided as requested.

ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS

5.1 The CONSULTANT 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 CONSULTANT, subcontractor(s) and other persons employed or utilized by the CONSULTANT in the performance of the contract.

5.2 The first ten dollars ($10.00) of remuneration paid to the CONSULTANT 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 CONSULTANT, the CONSULTANT 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.

5.3 In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT'S failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify COUNTY from any and all increased expenses resulting from such delays. Should any claims be asserted against COUNTY by virtue of any deficiencies or ambiguity in the plans and specifications provide by the CONSULTANT the CONSULTANT agrees and warrants that CONSULTANT 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.

5.4 The extent of liability is in no way limited to, reduced or lessened by the insurance requirements contained elsewhere within the Agreement.

5.5 This indemnification shall survive the expiration or early termination of the Agreement.

ARTICLE VI
PERSONNEL

6.1 PERSONNEL

The CONSULTANT shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

NAME	FUNCTION
Ignacio L. Lizama, P.E	Officer in Charge
John L. Mafera	Project Manager

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. If they are replaced the CONSULTANT shall notify the COUNTY of the change immediately.

ARTICLE VII
COMPENSATION

7.1 PAYMENT SUM

7.1.1 The COUNTY shall pay the CONSULTANT in current funds for the CONSULTANT'S performance of this Agreement based on rates negotiated and agreed upon and shown in Attachment A.

7.2 PAYMENTS

7.2.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid monthly. Payment will be made pursuant to the Local Government Prompt Payment Act 218.70, Florida Statutes.

(A) If the CONSULTANT'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONSULTANT shall be equitably adjusted, either upward or downward;

(B) As a condition precedent for any payment due under this Agreement, the CONSULTANT shall submit monthly, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered and reimbursable expenses due hereunder. The CONSULTANT'S invoice shall describe with reasonable particularity the service rendered. The CONSULTANT'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought at the COUNTY may require.

7.3 REIMBURSABLE EXPENSES

7.3.1 Reimbursable expenses include expenses incurred by the CONSULTANT in the interest of the project:

a. Expenses of transportation submitted by CONSULTANT, in writing, and living expenses in connection with travel authorized by the COUNTY, in writing, but only to the extent and in the amounts authorized by Section 112.061, Florida Statutes;

b. Cost of reproducing maps or drawings or other materials used in performing the scope of services;

c. Postage and handling of reports;

7.4 BUDGET

7.4.1 The CONSULTANT 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.

7.4.2 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.

ARTICLE VIII
INSURANCE

8.1 The CONSULTANT 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 CONSULTANT'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.

8.2 The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI or better, that is licensed to 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. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

8.3 CONSULTANT shall obtain and maintain the following policies:

A. Workers' Compensation insurance as required by the State of Florida, sufficient to respond to Florida Statute 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 CONSULTANT or any of its employees, agents or subcontractors or subconsultants, 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 ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) annual aggregate. If the policy is a "claims made" policy, CONSULTANT 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 CONSULTANT'S liabilities hereunder in insurance coverages identified in Paragraphs C and D.

G. CONSULTANT shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by

COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for subconsultants.

H. CONSULTANT 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 CONSULTANT participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONSULTANT may be required to submit updated financial statements from the fund upon request from the COUNTY.

ARTICLE IX
MISCELLANEOUS

9.1 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.

9.2 OWNERSHIP OF THE PROJECT DOCUMENTS

The documents prepared by the CONSULTANT for this Project belong to the COUNTY and may be reproduced and copied without acknowledgement or permission of the CONSULTANT.

9.3 SUCCESSORS AND ASSIGNS

The CONSULTANT 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 for Monroe County and the CONSULTANT, 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. 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.

9.4 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

9.5 TERMINATION

A. In the event that the CONSULTANT shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days written notification to the CONSULTANT.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

9.6 CONTRACT DOCUMENTS

This contract consists of the Request for Proposals, any addenda, the Form of Agreement (Articles I-IX), the CONSULTANT'S response to the RFQ, the documents referred to in the Form of Agreement as a part of this Agreement, and attachments A, B and C, 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 CONSULTANT will control.

9.7 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 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 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, CONSULTANT 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, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant 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 CONUSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

9.8 MAINTENANCE OF RECORDS

CONSULTANT 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 CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONSULTANT, the CONSULTANT shall repay the monies together with

interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

9.9 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 CONSULTANT 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.

9.10 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 CONSULTANT 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.

9.11 ATTORNEY'S FEES AND COSTS

The COUNTY and CONSULTANT 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.

9.12 BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

9.13 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.

9.14 CLAIMS FOR FEDERAL OR STATE AID

CONSULTANT 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.

9.15 ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONSULTANT 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 9.5 concerning termination or cancellation.

9.16 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 CONSULTANT 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 CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

9.17 NONDISCRIMINATION

CONSULTANT 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. CONSULTANT or COUNTY 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 may be amended from time to time, relating to nondiscrimination 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; 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.

9.18 COVENANT OF NO INTEREST

CONSULTANT 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 only interest of each is to perform and receive benefits as recited in this Agreement.

9.19 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.

9.20 NO SOLICITATION/PAYMENT

The CONSULTANT 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 CONSULTANT 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.

9.21 PUBLIC ACCESS.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT.

9.22 NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONSULTANT 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.

9.23 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.

9.24 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.

9.25 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 CONSULTANT and the COUNTY agree that neither the CONSULTANT 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.

9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION

CONSULTANT 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 CONSULTANT 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.

9.27 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.

9.28 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.

9.29 Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE's, as defined in 49 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 CONSULTANT agree to ensure that DBE's have the opportunity to participate in the performance of this 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 the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONSULTANT and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

9.30 FEDERAL HIGHWAY ADMINISTRATION REQUIREMENTS

The following forms and provisions are incorporated in and made a part of this contract.

a). Appendix I of the FDOT Standard Professional Services Agreement is included as Attachment B.

b). The CONSULTANT and any sub-consultants shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the COUNTY deems appropriate.

c). CONSULTANT will comply, and ensure its sub-consultants will comply, with the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions in 49 C.F.R. Part 29, when applicable.

d). Equal Employment Opportunity: In connection with the carrying out of any project, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex national origin, disability or marital status. The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

e). The CONSULTANT and all sub-consultants agree to utilize the U.S Department of Homeland Security's E-verify System to verify the employment eligibility of all new employees hired by the CONSULTANT or sub-consultants during the term of the contract.

f). The CONSULTANT will complete and submit the FDOT Anticipated DBE Participation Statement Form No. 275-030-11A to identify DBE participation as outlined in Paragraph 9.29,

Disadvantaged Business Enterprise (DBE) Policy and Obligations, of the Contract for Professional Services. FDOT has a race neutral program with an 8.6% goal.

g). Executed copies of the FDOT Certification for Disclosure of Lobbying Activities on Federal Aid Contracts and the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts are included as Attachment C.

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: 1·17·2014

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

CDM SMITH INC.

Witness:
By: LAYLA L. LLEWELYN P.E.
Title: Project Manager

By: IGNACIO L. LIZAMA, P.E.
Title: ASSOCIATE

Witness:
By: DORNELLE THOMAS
Title: Project Engineer

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 12/23/13

END OF AGREEMENT

ATTACHMENT A
CONSULTANT RATES

CDM Smith

ATTACHMENT A

SCHEDULE OF HOURLY BILLING RATES

CATEGORIES	HOURLY RATES
PROFESSIONAL SERVICES	
OFFICER	$228.00
PRINCIPAL/ASSOCIATE	$206.00
SENIOR PROFESSIONAL	$175.00
PROFESSIONAL II	$153.00
PROFESSIONAL I	$137.00
PROFESSIONAL SUPPORT SERVICES	
SENIOR SUPPORT SERVICES	$143.00
STAFF SUPPORT SERVICES	$116.00
FIELD SERVICES	
SENIOR PROFESSIONAL	$148.00
PROFESSIONAL	$116.00
PROJECT SUPPORT SERVICES	
PROJECT ADMINISTRATION	$106.00

ATTACHMENT B
APPENDIX I OF THE FDOT STANDARD PROFESSIONAL SERVICES AGREEMENT

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administrationas appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

ATTACHMENT C

Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: CDM SMITH INC.

By: IGNACIO L. LIZAMA Date: 12/19/13

Authorized Signature: _____

Title: ASSOCIATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
10/01

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By _____ Date: 12/19/13
Authorized Signature

Title: ASSOCIATE

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction','participant', 'person', primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 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 five change orders considered and approved by the County Administrator/Assistant Administrator for the period beginning December 1, 2015 and ending December 31, 2015 for a total of $55,224.93. 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 12/01/15 – 12/31/15

PROJECT	CO#	AMOUNT	DESCRIPTION	DATE CONSIDERED	CAUSE
Marathon Airport Custom Facility	#9	$0.00	No cost time extension of 31 days, from November 11, 2015 to December 12, 2015.	*12/02/15	Needed for the National Fire protection Association to review the entire fire suppression system throughout the airport, required by the County fire inspector.
Medical Examiner's Office Chiller Replacement	#1	$22,797.00	Change the chiller replacement from a Trane to a McQuay/Daikin chiller.	*12/04/15	To standardize operation and maintenance of all chillers.
Marathon Airport Customs Facility	#10	$34,185.31	Furnish and install the Avaya integrated phone system, extend substantial completion 30 days, from December 12, 2015 to January 11, 2016.	*12/15/15	Requested by the Customs and Border Patrol personnel.
Magnolia Street Public Works Facility	#1	$5,959.62	New fire alarm equipment, A/C wall brackets, fire rated wall, and fire rated doors.	*12/15/15	Revised drawing submitted after bid process.
Key West Light Station Renovations	#1	($7,717.00)	Removal of rotted sections of outside wood paneling, and a credit for the fence repair.	*12/16/15	Rotted sections of wood was an unforeseen condition. Credit given by contractor for fence repair that was completed prior to Notice to Proceed.

Total $55,224.93

* Approved

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT
CONTRACT CHANGE ORDER

PROJECT TITLE:
Marathon Airport Custom Facility,
Guardian Ad Litem

CHANGE ORDER NO: *9*

INITIATION DATE: ***November 4, 2015***

CONTRACT DATE: ***July 16, 2014***

TO CONTRACTOR:
Pedro Falcon Electrical Contractors
31160 Avenue C
Big Pine Key, FL 33043

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price)	$1,091,403.00
Net change by previously authorized Change Orders	$ 252,384.03
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was	$1,343,787.03
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	$1,343,787.03
The Contract Time will be (increased) (decreased) (unchanged) by	31 Days
The date of Substantial Completion as of the date of this Change Order is	December 12, 2015

Detailed description of change order and justification:
Extend substantial completion 31 days, from November 11, 2015 to December 12, 2015. Additional time needed for the National Fire Protection Association, NFPA, review of the entire fire suppression system throughout the airport, as required by the County fire inspector.

This change order also acknowledges the expiration of the contractor's Builder's Risk insurance. It has been determined by Risk Management that the new Custom's building is now at a point that it can be added to the County's Statement of Values and the Contractors Builders Risk coverage is no longer needed, effective November 12, 2015.

This change Order is 0.0% of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT: K2M Design, Inc. — 11/30/15 Date

CONTRACTOR: Pedro Falcon Electrical Contractors — 11/30/15 Date

DIRECTOR, PROJECT MANAGEMENT: Doug Sposito — 12/1/15 Date

COUNTY/ASSISTANT ADMINISTRATOR: Roman Gastesi, Kevin Wilson, Christine Hurley — 12/2/2015 Date

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

If Yes, explanation:

The County fire inspector's review revealed fire suppression deficiencies throughout the Marathon Airport which is keeping the contractor from achieving substantial completion. Additional testing and review will be conducted to reveal where corrections are to be made.

The Contractor's Builder's Risk insurance was effective from 11/12/14 through 11/12/15. It has been determined by Risk Management that coverage is no longer necessary.

- 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:

MEMORANDUM

TO: Board of County Commissioners

From: Kevin Wilson
Assistant County Administrator

Date: December 1, 2015

RE: Change Orders

Attached is a proposed Change Order #9 Pedro Falcon Electrical Contractors, Marathon Airport Custom Facility, Guardian Ad Litem, for a time extension of 31 days. The date of Substantial Completion as of the date of this Change Order therefore, is December 12, 2015.

According to Ordinance 026-1998 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 Wednesday, December 2, 2015.

Kevin Wilson
Assistant County Administrator

KW/ef

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT
CONTRACT CHANGE ORDER

PROJECT TITLE:
Medical Examiner's Office Chiller Replacement

CHANGE ORDER NO: *1*

INITIATION DATE: **11/18/15**

CONTRACT DATE: ***July 15, 2015***

TO CONTRACTOR:
HB Hoffman, LLC
1340 Stirling Road, Ste. 3B
Dania Beach, FL 33004

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price)	$ 88,418.00
Net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was	$ 88,418.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	$ 22,797.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is	$ 111,215.00
The Contract Time will be (increased) (decreased) (unchanged) by	
The date of Substantial Completion as of the date of this Change Order is	TBD

Detailed description of change order and justification:
Change the chiller from a Trane to a McQuay/Daikin Chiller to standardize the equipment, operation and maintenance, of all chillers owned by Monroe County

This change Order is 25.783% of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT: N/A — Date

CONTRACTOR: HB Hoffman, LLC — Date 11/24/15

DIRECTOR, PROJECT MANAGEMENT: Doug Sposito — Date 12/2/15

COUNTY/ASSISTANT ADMINISTRATOR: Roman Gastesi / Kevin Wilson / Christine Hurley — Date 12/4/2015

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

If Yes, explanation: ***A Trane chiller was included in the original specifications. Because the County owns and maintains Daikin/McQuay Chillers in other areas of the County, it was determined that changing the Trane to a McQuay, and standardizing the chillers, would be best for the operation and maintenance of the chiller systems.***

- 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: ***There is no Architect involved with this project.***

- 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:

South Florida Equipment Sales
15712 SW 41st St, Ste 6
Davie, FL. 33331
Off: (954) 862.8500
Fax: (954) 486-9735

Bid Proposal

Prepared For:	**HB Hoffman**	**Proposal No.:**	**1508-0076918**
Attn:	**Gary Bays**		
Date:	**September 23, 2015**	**Job Name:**	**Marathon Key Medical Examiner's office**
Prepared By:	**Daniel Marrero**	**Sales Contact:**	**Daniel Marrero (Cell: 305-725-6700)**
Plans Dated:	**N/A**		

Terms: **F.O.B Factory, Freight Allowed and Prepaid to first US destination, No Retention, No Taxes Included.**

We are pleased to provide equipment pricing for the above referenced project in accordance with the standard terms and condition of sale attached to this document.

SCOPE of EQUIPMENT:

Qty.	Equipment Item:	Tag:
(1)	Daikin Applied – AGZ-60E Air Cooled Chilled Water Chiller	CH-1

EQUIPMENT DESCRIPTION:

DAIKIN AIR-COOLED SCROLL COMPRESSOR CHILLERS TAG: CH-1

One (1) Daikin Model AGZ060E Packaged Air Cooled Chillers, with multiple hermetic scroll compressors, for 460/3/60 current characteristics, each factory assembled and including the following features and accessories:

- ISO9002 Registered and certified Factory & Manufacturing Processes.
- Manufacturer's warranty for a period of one year from date of equipment start-up but not more than 18 months from shipment. The guarantee shall provide for repair or replacement due to failure by material and workmanship that prove defective within the above period, excluding refrigerant.
- 1st year entire unit parts and labor warranty.
- Additional 2nd through 5th year compressor parts extended warranty; excluding refrigerant
- Refrigerant circuit with initial charge of R-410A refrigerant, meeting performance requirements of ASHRAE Standard 90.1 for efficiency.
- Hermetically sealed scroll type compressor, mounted on Rubber-in-Shear isolation pads, direct expansion evaporator
- Evaporation to be high efficiency direct expansion evaporator with factory insulation of 1.5" thick closed-cell insulation.
- Condenser to be microchannel aluminum fins; Condenser fans arranged vertically with TEAO, 3-phase, direct drive fan motors, protective wire-mesh screen.
- Condenser coils shall include ElectroFin™ baked epoxy coating providing 5000+ hour salt spray resistance (ASTM B117-90) applied to both the coil and the coil frames
- Condenser coils are fitted with grills, to protect from damage
- Factory installed Thermal expansion valve in lieu of Electronic Expansion Valve.
- Power connection to be single power to disconnect switch with circuit breakers
- MicroTech III microprocessor for integration with BAS; BAS interface (MSTP communication)
- Head Pressure control fan control down to 32 degrees.
- Strainer.
- Phase loss with under/over voltage protection and with LED indication
- Field installed, water flow indicator
- Rubber-in-shear vibration isolators for field installation
- Factory start-up and commissioning over the weekend (8 hours).
- Freight.

Items NOT Included with Chiller:

- Items not shown above
- Not Supplied, but required for factory startup
- valves
- Rigging, installation, piping and wiring.
- Routine trouble-shooting and maintenance of unit during warranty period.
- Variable speed compressor

PRICING INFORMATION:
Priced in accordance to Daikin Applied's standard terms & conditions. Any standard or extended warranties are only applicable for domestic US installation:

Total Pricing for the Above Equipment: ..... $ 35,068.00 + TAXES

Due to the unpredictable fluctuations in steel pricing, our quotation will be valid for 30 days from the date of the quote. We must receive written purchase order within 30 days from the date of the quote and release for immediate fabrication within 60 days from date of purchase order. If these conditions are not met, we reserve the right to evaluate the pricing at the time of the order.

Thank you for your consideration of Daikin Applied equipment for this project. Your interest in Daikin Applied equipment and services is greatly appreciated. If you have any questions, or if I can be of further service, please do not hesitate to contact us at (954) 862-8500

Sincerely,

Daikin Applied

Company: _____

Accepted By: _____

Title: _____

Date: _____

PO#: _____

DAIKIN APPLIED AMERICAS INC.
Terms & Conditions of Sale (North America)

1. Terms of Agreement: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company offers to sell the materials, equipment or services indicated, including but not limited to those products sold under the brand name Daikin only under the terms and conditions stated herein. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.

2. Price Policy: All prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices, or increases in labor or material costs.

3. Terms of Payment: Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.

4. Shipping Terms: All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.

5. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

6. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.

7. Cancellations: Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.

8. Shipment Dates: Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an officer of Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.

9. Returns: Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.

10. Limited Warranty: Subject to sections 11 and 12 herein, Company warrants that it will, at its option, repair or replace defective parts in the event any product manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period. THIS WARRANTY CONSTITUTES BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than is published by Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date.

11. Warranty Exclusions: Company's warranty set forth in section 10 does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions; or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company; (e) have been exposed to contaminates, or corrosive agents, chemicals, or minerals, from the water supply source, or (f) have not been fully paid for by Owner. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.

12. Limitation on Liability; Indemnity: Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 10 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

13. Infringement: Company will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this contract relating to any products sold hereunder that are manufactured by Company, provided Buyer (i) shall have made all payments then due hereunder, (ii) shall give Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Buyer, and (iii) shall permit Company, either in the name of Buyer or the name of Company, to defend the same and give Company all needed information, assistance and authority to enable it to do so. If such products are in such suit held in and of themselves to infringe any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company.

14. Disputes and Choice of Law: This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Minnesota. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Minneapolis, Minnesota, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.

15. Canada: **The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.**

Confirming Proposal

(Valid for 30 days from Proposal date)

Prepared For:
HB Hoffman

Job Name:
Medical Examiners Office Crawl Key Monroe County

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Date: July 14, 2015

Proposal Number: H8-117056-2

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - Air-Cooled Scroll (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	CGAM-1	1	Air-Cooled Chiller, Scroll Compressors	CGAM060P2

Product Data - Air-Cooled Scroll

Item: A1 Qty: 1 Tag(s): CGAM-1

60 nominal tons / Air-Cooled Scroll Packaged Chiller AHRI certified
460 volt 3 phases 60 hertz
Full factory refrigerant charge (HFC-410A)
Refrigerant isolation valves (discharge valve)
UL listed to US and Canadian safety standard
Factory installed flow switch - set point 60 cm/sec
Grooved pipe connection
Insulation high humidity/low evap temp
Performance based on water
High ambient (up to 125F/up to 52C)
CompleteCoat Corrosion Protection Coating on Condenser Coils
Across the line starter/direct on line
Single point connection main line unit power-ancillary items require other power
Circuit breaker
LonTalk/Tracer Summit interface
Default A short circuit rating
Elastomeric isolators
With water strainer factory installed
Architectural louvered panels
Factory Startup & 1st Year Warranty
5 year compressor warranty (Parts Only)

NOT INCLUDED: Installation, Rigging, Warranty beyond Trane standard or shown above, Piping and Piping Specialties, ATC Controls, Control Valves, Performance Testing, Sound Attenuation, Convenience Outlet, and any material or labor not specifically described above.

TRANE TRACER BAS/ATC SYSTEM

TIE IN TO EXISTING SUMMIT BCU

AIR COOLED CHILLER REPLACEMENT, TYPICAL FOR (1), INCLUDING:

- Communication Interface
- All controls factory provided and factory programmed by unit manufacturer

LABOR INCLUDING:

- Engineering
- Installation
- Low voltage wiring

- Update existing Trane BAS riser
- Startup & checkout
- Four hours of owner training

PRICING BASED ON THE FOLLOWING CONDITIONS:

- Monroe county board of county commissioners request for proposal for medical examiner's office chiller replacement dated May 2015
- Mechanical drawings were not provided for review
- Specifications were not provided for review
- Power wiring to BAS Controllers by others
- Plenum rated cable where concealed and allowed by code
- Conduit in exposed areas
- Excavation, Backfill and Underground Conduit by others
- Standard production and delivery cycles
- All work to be performed during normal working hours
- All Trane mechanical equipment (i.e. chillers, AHU's, terminal units, etc.)

NA

PRICE DOES NOT INCLUDE:

- Smoke control sequences, control, material, or labor
- Provision, control, and/or wiring of Fire, Smoke, or combination Fire-Smoke dampers, actuators, or end-switches
- Smoke detectors or associated smoke detector wiring
- Custom color graphic displays, reports and alarm sequences
- Provision of control dampers
- Firestats and/or freezestats
- **Excludes provision and/or programming of a dedicated front end workstation of any kind. System interface to be achieved through existing Trane BMS**
- Any scope of work not specifically outlined above
- Cost allowance to assist TAB contractor

Equipment Total Net Price *(Excluding Sales Tax)* ..... **$ 42,304.00**
Controls Total Net Price *(Including Sales Tax)* ..... **$ 10,899.00**

$ 53,203.00

Sincerely,

South Florida Trane
2884 Corporate Way
Miramar, FL 33025-6546
Phone: (954) 499-6900
Fax: (954) 499-6901

This proposal is subject to your acceptance of the attached Trane terms and conditions.

CP#1
7/8

HB Hoffman, LLC
Plumbing - A/C - Mechanical
www.HBHoffmanLLC.com

TIMELY SERVICE WITH VISION AND INTEGRITY

~~October 4, 2015~~

~~REVISED 10/15/15 REV 1~~
REV # 2, ~~October 26, 2015~~
~~October 26, 2015 Added Trane Time~~
REV #4 November 18, 2015

Monroe County Public Works & Engineering
1100 Simonton Street Rm 2-216
Key West, FL

Attn: Johnnie Yongue PM
Ref: Crawl Key Medical Examiner's Office
Sub: CP# 1, Change from Trane Chiller to McQuay/Daikin Chiller

Johnnie,
Please find attached itemized CP # 1 Rev 4 which represents changing the chiller from Trane to McQuay. The summary below outlines the change:

1. Change chiller from Trane to McQuay
2. Trane control pricing included- see itemized proposal- Option 2, bridge
3. Additional piping is included, different from Trane Chiller
4. Electrical is included for McQuay Chiller
5. Trane has billed us for submittals I originally sent to you, attached

TOTAL LUMP SUM AMOUNT OF PROPOSAL - ADD $22,797.00

Please contact us as soon as possible regarding direction to proceed. If you have questions please call me.

Thank you,

Gary Bays
VP Operations
HB Hoffman, LLC

Received on:
NOV 19 2015
Project Management

APPROVED
CP#1 REV 4 11/18/15
1 | 7

1340-3B Stirling Road
Dania Beach, FL 33004
(954) 362-7325
(954) 362-7327 fax
www.HBHoffmanLLC.com

HB Hoffman, LLC- Proposal

DATE: November 18, 2015

Description of Change **CP # 1, Rev 4 Change to Daikin/McQuay Chiller**

CHANGE SUMMARY

I. MATERIAL & EQUIPMENT COST					
A. Piping Material (see attached)				$1,262.36	+1,000.00
B. Field Administrative Cost				$2,400.00	
C. Equipment (see attached)				-$18,135.00	
D. Rentals (see attached)				$0.00	
				-$14,472.64	
E. Sales Tax			6%	$75.00	
F. Delivery Expense / Trucking	Additional trips to Keys			$1,400.00	+200.00
TOTAL MATERIAL & EQUIPMENT					**($12,997.64)**
II. LABOR COST	**M/H**	**RATE**		**EXTENSION**	
A. Driving Hours	14	$25.00		$350.00	+ 38.00
B. FOREMEN (HVAC)	24	$38.00		$912.00	
C. JOURNEYMEN (HVAC- Piping)	114	$35.00		$3,990.00	
D. JOURNEYMEN (HVAC- Refrid)	0	$31.20		$0.00	
E. JOURNEYMEN (HVAC)	0	$0.00		$0.00	
TOTAL LABOR					**$5,252.00**
III. MISCELLANEOUS JOB COST					
A. Consumables				$158.00	+2.00
B. Warranty				$0.00	
C. Material Handling				$239.00	
D. Lodging/per diem				$3,500.00	+400.00
E. Small Tools				$158.00	+2.00
F. Safety				$131.00	+1.00
TOTAL MISCELLANEOUS JOB COST					**$4,186.00**
IV. FIELD ADMINISTRATIVE LABOR COST (see attached)					**$0.00**
TOTAL COSTS (I - IV)					***($3,559.64)***
V. *CONTRACTOR PERFORMED OH/P*					***($533.95)***
VI. SUBCONTRACTOR COST					
A. Sheet Metal				$0.00	
B. Controls	Trane			$18,370.00	— 1,600.00
C. Insulation	Insulation for additional piping			$850.00	
D. Test & Balance				$0.00	
E. Engineering				$0.00	
F. Electrical	Add power wiring and control conduit			$1,634.00	+884.00 10/18/15
G. Other- Trane invoice for controls submittal				$1,047.94	CP#1 REV 4 2 | 7 +1,047.94
H. Other				$0.00	
				$21,901.94	
VII. E. Subcontractor Safety Cost				$438.04	
TOTAL SUBCONTRACTOR COST					**$22,339.98**
VIII. SUBCONTRACTOR PERFORMED OH/P					**$3,351.00** +50.79
IX. License / Permits					**$1,200.00** +1026.13
X. TOTAL ITEMS (I - IX)					***$22,797.39***
Bond Cost					$0.00
BID TOTAL:					***$22,797.00***

###
11/18/2015
Description of Chai CP # 1, Rev 4 Change to Daikin/McQuay Chiller

0
DATE: November 18, 2015

Equipment Summary

ITEM	DESCRIPTION	QUANTITY	UNIT$	EXTENSION	UNIT M/H
1			$0.00	$0.00	
2	Credit Trane Chiller	1	($53,203.00)	($53,203.00)	
3	Add McQuay Chiller	1	$35,068.00	$35,068.00	
4			$0.00	$0.00	
5			$0.00	$0.00	
6			$0.00	$0.00	
7			$0.00	$0.00	
8			$0.00	$0.00	
9			$0.00	$0.00	
10			$0.00	$0.00	
14			$0.00	$0.00	
15			$0.00	$0.00	
16			$0.00	$0.00	
17			$0.00	$0.00	
18			$0.00	$0.00	
19			$0.00	$0.00	
20			$0.00	$0.00	
21			$0.00	$0.00	
22			$0.00	$0.00	
23			$0.00	$0.00	
24			$0.00	$0.00	
25			$0.00	$0.00	
26			$0.00	$0.00	
			TOTALS:	($18,135.00)	

CP#1 REV 4 11/18/15
3 | 7

#REF!

DATE: November 18, 2015

DESCRIPTION OF BID: **CP # 1, Rev 4 Change to Daikin/McQuay Chiller**

MATERIAL AND LABOR RECAP

QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST	UNIT LBR HRS	TOTAL LBR HRS
1	Prepare Change Proposal	$350.00	350	16	16
1	Sht 1, additional piping for Daikin	$652.36	652	82	82
4	Hurricane straps	$65.00	260	4	16
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
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		$0.00	0		0
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		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
		$0.00	0		0
TOTAL MATERIAL			$1,262		
TOTAL LABOR					114

CP#1 REV4 11/18/15

Trane U.S. Inc.
2884 Corporate Way
Miramar, FL 33025
Phone: (954)499-6900, Fax: (954)499-2218

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NOV 18 2015
HB HOFFMAN, LLC

November 18, 2015

Monroe County Medical
Examiner's Office
c/o: HB Hoffman, LLC
1340 Stirling Road, Ste 3B
Dania Beach, FL 33004

Reference: Monroe County Medical Examiner's Office Crawl Key, FL New Chiller Building Automation System Tie-in

Trane is pleased to offer this proposal to provide an interface to the existing building automation control (BAS) system from the new replacement chiller as part of the overall Monroe County Medical Examiner's Office chiller plant upgrades. This incorporates the addition of a BACNet MS/TP to LONworks converter, and programming and configuration of the new chiller control points into the Trane Tracer Summit BAS.

Project Scope

The Building Automation System (BAS) modifications consist of the addition of a BACNet MS/TP to LONWorks protocol converter in order to provide communication between the new chillers being provided by others and the existing Trane Tracer BAS. This modification will allow Monroe County Medical Examiner's office personnel to interact with information from the new chillers without replacing the existing BAS. Project also includes programming, engineering and installation.

Detailed Scope of Work

System Controller
This scope provides an addition to the existing Trane Tracer Building Control Unit (BCU) for monitoring and control of new chillers provided by others.

Building Automation System Includes:

- BACNet MS/TP to LONWorks protocol converter
- Tie in of new air-cooled chiller via BACNet communication
- Addition of new chiller control points to Trane BAS
- Programming of Trane Control System
- Engineered Control Drawings
- Project Management
- Installation of protocol converter
- Including electrical control wiring of protocol converter

CPKL REV 4 11/18/15
5 17

Ingersoll Rand

AIR COOLED CHILLER REPLACEMENT, TYPICAL FOR (1), INCLUDING:

- Communication Interface (BACNet MS/TP to LONWorks protocol converter)
- All controls factory provided and factory programmed by unit manufacturer

General Notes:

TOTAL PROJECT INCLUSIONS

LABOR INCLUDING:

- Engineering
- Installation
- Low voltage wiring
- Update existing Trane BAS riser
- Overtime labor for new chiller tie-in
- Travel and lodging expenses
- Startup & checkout
- Eight hours of owner training
- One year warranty

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PRICING BASED ON THE FOLLOWING CONDITIONS:

- Monroe County Board of County Commissioners request for proposal for Medical Examiner's Office chiller replacement dated May 2015
- Mechanical drawings were not provided for review
- Specifications were not provided for review
- Power wiring to BAS Controllers by others
- Plenum rated cable where concealed and allowed by code
- Conduit in exposed areas
- Excavation, Backfill and Underground Conduit by others
- Standard production and delivery cycles
- All work to be performed during normal working hours
- All Trane mechanical equipment (i.e. chillers, AHU's, terminal units, etc.)

PRICE DOES NOT INCLUDE:

- Smoke control sequences, control, material, or labor
- Provision, control, and/or wiring of Fire, Smoke, or combination Fire-Smoke dampers, actuators, or end-switches
- Smoke detectors or associated smoke detector wiring
- Custom color graphic displays, reports and alarm sequences
- Provision of control dampers
- Firestats and/or freezestats
- Excludes provision and/or programming of a dedicated front end workstation of any kind. System interface to be achieved through existing Trane BMS
- Any scope of work not specifically outlined above
- Cost allowance to assist TAB contractor

CPH REV 4 11/18/15
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Notes:

All work is to be done during normal business working hours except for scheduled overtime tasks related to new chiller tie-in. Any additional after hour work will require Monroe County Medical Examiner's Office approval.

Total price for above scope as specified ***$18,370.00***

Thank you for giving Trane this opportunity. If you have questions or require additional information, please feel free to contact me.

Sincerely,

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NOV 18 2015
HB HOFFMAN, LLC

South Florida Trane
2884 Corporate Way
Miramar, FL 33025-6546
Phone: (954) 499-6900
Fax: (954) 499-6901

This proposal is valid for 30 days from the date of proposal. This agreement is subject to the attached Trane Terms and Conditions.

CUSTOMER ACCEPTANCE	**TRANE**
Authorized Representative	Authorized Representative
Title	Title
Acceptance Date	Signature Date

CPW 1 REV 4 11/18/15

Ingersoll Rand

Trane U S Inc
3600 Pammel Creek Road
La Crosse WI 54601-7599
United States

MONTHLY STATEMENT

HB HOFFMAN LLC
1340 STIRLING RD STE 3B
DANIA BEACH FL 33004

Statement Date:	30-SEP-2015
Entity:	US OU USD TCS
Customer Number:	97405
Internal Account:	3619479-305214

Please send payment To:

Trane U.S. Inc.
P. O. Box 406469
ATLANTA GA 30384-6469

For questions please call or email

Account Representative	Janice Lambert
Telephone	(608) 787-3887
Email	JLAMBERT@TRANE COM

Please submit all tax exemption forms online at http://taxexempt.trco.com

Comments/Instructions:

Due this Month	Current	1-30 Days	31-60 Days	60+ Days	Credits	Total (USD)
1,047.94	1,047.94	0.00	0.00	0.00	()	1,047.94

Transaction#	Invoice Date	PO Number	Sales Order#	Reference#	Due Date	Amount Due	*
35670689	09/25/2015	1537-02	H433996	35670689	10/25/2015	1047.94	☐

Crawl Key – hold

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OCT 14 2015
HB HOFFMAN, LLC

CP# 1 Rev 1
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*Designates that transaction is partially or fully in dispute. The disputed balance is excluded from the Amount Due this Month

CHUBB Ingersoll Rand THERMO KING TRANE

MEMORANDUM

TO: Board of County Commissioners

From: Kevin Wilson
Assistant County Administrator

Date: December 3, 2015

RE: Change Orders

Attached is a proposed Change Order #1 HB Hoffman, LLC, Medical Examiner's Office Chiller Replacement. The Contract Sum will be increased by this Change Order $22,797.00. Substantial Completion as of the date of this change Order is TBD.

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 Friday, December 4, 2015.

Kevin Wilson
Assitant County Administrator

KW/ef

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

PROJECT TITLE:
Marathon Airport Custom Facility,
Guardian Ad Litem

CHANGE ORDER NO: *10*

INITIATION DATE: ***November 20, 2015***

CONTRACT DATE: ***July 16, 2014***

TO CONTRACTOR:
Pedro Falcon Electrical Contractors
31160 Avenue C
Big Pine Key, FL 33043

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price)	$1,091,403.00
Net change by previously authorized Change Orders	$ 252,384.03
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was	$1,343,787.03
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	$ 34,185.31
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is	$1,377,972.34
The Contract Time will be (increased) (decreased) (unchanged) by	30 Days
The date of Substantial Completion as of the date of this Change Order is	January 11, 2016

Detailed description of change order and justification:
Furnish and install the Avaya integrated phone system as requested by Customs and Border Patrol personnel. Extend substantial completion date by 30 days, from December 12, 2015 to January 11, 2016.

This change Order is 3.132% of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT:
K2M Design, Inc. — Date 12/8/2015

CONTRACTOR:
Pedro Falcon Electrical Contractors — Date 12/08/15

DIRECTOR, PROJECT MANAGEMENT
Doug Sposito — Date 12/9/15

COUNTY/ASSISTANT ADMINISTRATOR:
Roman Gastesi — Date 12/15/15
Kevin Wilson
Christine Hurley

Acting County Administrator

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

If Yes, explanation:

The phone system in the original contract specifications did not completely meet the Customs and Border Patrol Information Technology personnel's needs.

- 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

General & Electrical Contracting

31160 Avenue C, Big Pine Key, FL 33043-4516
(305) 872-2200 • Fax (305) 872-2219 • falconel@bellsouth.net
CGC 1507617 / EC 13003416

Request for Change Order
20 November 2015

Project: Marathon Airport Customs Terminal

Change Order Request No: Ten

Description: Provide Phone System Per Attached Arrow Systems Integration Proposal

Avaya Phone System

Arrow Systems Integration(see attached Proposal)

Provide Phone System Per Attached Proposal which was coordinated with Edward Orford (CBP)	$28,426.50 ✓
State Sales & Use Tax @ 6%	$1,705.59 ✓
Local Tax @ 1.5% for 1st $5,000.00	$75.00 ✓
PFC Coordination 8 MHS @ $100.00	$800.00 ✓
SUBTOTAL	**$31,007.09** ✓
Overhead @ 5%	**$1,550.35** ✓
Subtotal	**$32,557.44** ✓
Profit @ 5%	**$1,627.87** ✓
TOTAL ALL OF THE ABOVE:	**$34,185.31** ✓

Proposal Stipulations:

Arrow Systems Integration Master Order Agreement is Part of this Proposal

Training is to be conducted on last day of installation and includes a one-time training session. Multiple training sessions are specifically excluded. An end user and system administration CD will be left on site for additional training.

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:.....$34,185.31

Additional Time Requested for Change:

60 Calendar Days from Receipt of Approved CO to Procure + 7 Calendar Days to Install. Total Additional Time is 67 Calendar Days

Respectfully Submitted,

Ken Bygler
Project Manager

31 days C/O #9
30 days CO #10

ARROW | Systems Integration

AVAYA

11//11/2015

PRICING PROPOSAL FOR:

Pedro Falcon Contractors, Inc.
DHS CBP
31160 Ave C
Big Pine Key, Florida 33043

Prepared by:
Barbara Beam
National Account Manager
775-849-0342
bbeam@arrowsi.com

Quote valid 60 days from date of issue.

Contract#: GS-35F-0156V - DJA10E000137

	GSA Material Code	QTY	Description	GSA Unit Purchase Price	GSA Total Purchase Price	DHS Unit Purchase Price	DHS Total Purchase Price	Unit Installation Price	Total Installation Price	GSA Line #
	LICENSES									
	225185	8	AVAYA AURATM R6 ANALOG NEW LIC	$ 23.78	$ 190.24	$ 21.88	$ 175.04	$ -	$ -	2707
	237790	8	SA PREF AURATM R6 ANLG 1YPP	$ 2.88	$ 23.04	$ 2.76	$ 22.08	$ -	$ -	6763
	339400	15	AURA CORE R6 NEW SFTW LIC	$ 163.47	$ 2,452.05	$ 150.39	$ 2,255.85	$ -	$ -	34006
	288977	15	SA PREF AURA CORE R6 1YPP	$ 25.80	$ 387.00	$ 24.77	$ 371.55	$ -	$ -	21207
	SERVER									
	700406267	1	S8300/S8400 CD/DVD ROM DRIVE RHS	$ 222.15	$ 222.15	$ 204.38	$ 204.38	$ -	$ -	34940
	700447675	1	S8300D SERVER	$ 2,285.01	$ 2,285.01	$ 2,102.21	$ 2,102.21	$ -	$ -	35105
	GATEWAY									
	700506957	1	G430 WITH MP120 DSP MEDIA GATEWAY	$ 1,650.28	$ 1,650.28	$ 1,518.26	$ 1,518.26	$ -	$ -	36043
	405362641	1	PWR CORD USA	$ 13.80	$ 13.80	$ 13.80	$ 13.80	$ -	$ -	FOMA
	CDs									
	700500751	1	ADMIN TOOLS R6.0 CD	$ 35.77	$ 35.77	$ 32.91	$ 32.91	$ -	$ -	35611
	700505969	1	AVAYA AURATM R6.3.0 SFTW DVD	$ 29.72	$ 29.72	$ 27.34	$ 27.34	$ -	$ -	36005
	700509883	1	AVAYA AURA SYS PLATFORM 6.3.6 CD	$ 29.72	$ 29.72	$ 29.71	$ 29.71	$ -	$ -	36156
	700507385	1	CM MSGING R6.3 MEDIA KIT	$ 23.17	$ 23.17	$ 21.32	$ 21.32	$ -	$ -	36047
	ANALOG									
	700394661	1	MM711 ANLG MEDIA MODULE RHS	$ 1,015.56	$ 1,015.56	$ 934.32	$ 934.32	$ -	$ -	34900
	PRI/T-1									
	VOIP									
	700507948	9	IP PHONE 9611G ICON ONLY (TAA)	$ 274.03	$ 2,466.27	$ 254.47	$ 2,290.23	$ -	$ -	36081
	700383326	9	96XX RPLCMNT LINE CORD	$ 7.24	$ 65.16	$ 7.24	$ 65.16	$ -	$ -	FOMA
	230036	1	SA ON-SITE 8X5 CM SM SRV 1YPP	$ 594.36	$ 594.36	$ 570.59	$ 570.59	$ -	$ -	3428
	230156	1	SA ON-SITE 8X5 CM SM GTWY 1YPP	$ 756.36	$ 756.36	$ 726.11	$ 726.11	$ -	$ -	3514
Removed	APC-AR203A	0	NetShelter 4 Post Open Frame Rack 44U Square Holes	$ 484.19	$ -	$ 484.19	$ -	$ -	$ -	FOMA
	700406747	1	WIRE 1 PR 24 GAUGE SPOOL 1000 RHS	$ 36.81	$ 36.81	$ 33.87	$ 33.87	$ -	$ -	34952
	UPS									
	700465289	1	PW9130 1000 120V RACK W /SNMP CARD	$ 1,039.93	$ 1,039.93	$ 1,039.93	$ 1,039.93	$ -	$ -	FOMA
	700465453	1	9130 1000 VA EXTENDED BATTERY MODULE	$ 570.11	$ 570.11	$ 570.11	$ 570.11	$ -	$ -	FOMA
	700465503	1	9130 BDM FOR 700-1500VA RCK MNT 120V	$ 209.08	$ 209.08	$ 209.08	$ 209.08	$ -	$ -	FOMA
	700465289M	1	PW9130 1000 120V RACK W /SNMP CARD - MTNC	$ 191.16	$ 191.16	$ 183.51	$ 183.51	$ -	$ -	35245
	700465453M	1	9130 1000 VA EXTENDED BATTERY MODULE - MTNC	$ 101.88	$ 101.88	$ 97.80	$ 97.80	$ -	$ -	35252
	700465503M	1	9130 BDM FOR 700-1500VA RCK MNT 120V - MTNC	$ 68.88	$ 68.88	$ 66.12	$ -	$ -	$ -	35256
	244968	10	LABOR - PROG MGR HR RATE	$ -	$ -	$ -	$ -	$ 232.03	$ 2,320.30	9634
	185350	10	LABOR - SOFTWARE ASSOCIATE	$ -	$ -	$ -	$ -	$ 150.08	$ 1,500.80	725
	185347	32	LABOR - TECHNICIAN	$ -	$ -	$ -	$ -	$ 202.41	$ 6,477.12	724
	185356	8	LABOR - TRAINING END USER	$ -	$ -	$ -	$ -	$ 113.55	$ 908.40	727
	205811	4	LABOR PROVISIONING ENGINEER - DATA	$ -	$ -	$ -	$ -	$ 246.84	$ 987.36	118
	205811	4	LABOR PROVISIONING ENGINEER	$ -	$ -	$ -	$ -	$ 246.84	$ 987.36	118
	170379	8	ASSIST SVCS- MAC - ONSITE CMPLX T&M - PC PRINTER	$ 175.00	$ 1,400.00	$ 175.00	$ 1,400.00	$ -	$ -	
	170379	2	ASSIST SVCS- MAC - ONSITE CMPLX T&M MISC HRDWARE	$ 175.00	$ 350.00	$ 175.00	$ 350.00	$ -	$ -	
	CU-EX1514D-1	1	9641 END USER TRAINING CD		$ -	$ -	$ -	$ -	$ -	
	CU-EX1515D-1	1	9400 END USER TRAINING CD		$ -	$ -	$ -	$ -	$ -	
	CU-EX1507D-1	1	SYSTEM ADMIN CD		$ -	$ -	$ -	$ -	$ -	
			SUBTOTALS				$ 15,245.16		$ 13,181.34	
			TOTAL PURCHASE AND INSTALLATION				**$ 28,426.50**			
			TAXES WILL APPLY							

COMPANY NAME: Arrow Systems Integration, Inc., (SHARED SOLUTIONS AND SERVICES, INC.)
CAGE CODE #: 0F6B8
TAX ID #: 33-1009098
DUNS # 132092305

Remit Address:

Accounts Receivable
10900 Nesbitt Avenue South
Bloomington, MN 55437

PLEASE MAIL DELIVERY ORDER TO:
ARROW SYSTEMS INTEGRATION, INC., dba SHARED SOLUTIONS AND SERVICES, INC
Attn: Barbara Beam
2425 Gateway Drive
Irving, TX 75063
or fax to 952-456-3226
bbeam@arrowsi.com

If paying by check, remit to:
Shared Solutions and Services, Inc.
P.O. Box 846089
Dallas, TX 75284-6089

ARROW | Systems Integration™

Master Order Agreement

This Master Order Agreement for Arrow SI Services (as defined below) ("Agreement") is made by and between **Arrow Systems Integration, Inc.**, on behalf of itself and its U.S.-based subsidiaries and affiliates (collectively referred to herein as "Arrow SI") and **Pedro Falcon Contractors, Inc.** ("Customer"), with offices located at **Big Pine Key, Florida 33043**. Arrow SI, or its providing affiliate or subcontractors, may sell, install and maintain certain telecommunications equipment at Customer locations within the continental United States as described in the applicable Order Form and/or PO (collectively and individually, the "Arrow SI Services"). The telecommunications equipment and Arrow SI Services provided herein are for Customer's use and not available for resale.

Identify whether Customer's internal processes require Customer to issue a PO to facilitate payment for the Arrow SI Services identified in this Agreement: ☐ No, a PO is not required; ☒ Yes, a PO is required for ALL purchases; ☐ Yes, a PO is required for the following purchases: .

1. **Definitions.**

1.1 Purchase of Equipment:

1.1.1"Delivery" means the date on which the Equipment (as defined below) is physically transferred to the Customer Premises (as defined below) on which it will be installed. Upon Delivery, Customer agrees to sign a Delivery Notice solely as a courtesy to Arrow SI. However, in the event Customer fails to execute a Delivery Notice, the Equipment will be deemed Delivered on the date the Equipment is physically transferred to the Customer Premises on which it will be installed.

1.1.2 "Cutover" means the date on which the Equipment substantially operates in accordance with the applicable manufacturer specifications and/or SOW. Upon Cutover, Customer agrees to sign a Cutover Notice solely as a courtesy to Arrow SI. However, in the event Customer fails to execute a Cutover Notice or provide an Objection Notice as defined in the applicable Order Form, the Equipment will be deemed cutover on the fifth (5th) day after Cutover.

1.1.3 "Hardware" means the new Customer premise equipment, cables, connectors, and/or upgrades ordered by Customer and provided by Arrow SI as described in the applicable Order Form and/or PO submitted by Customer and subsequently accepted by Arrow SI.

1.1.4 "Software" means the new software ordered by Customer and provided by Arrow SI as described in the applicable Order Form and/or PO submitted by Customer and subsequently accepted by Arrow SI.

1.1.5 "Equipment" means the Hardware and/or Software collectively.

1.1.6"Project Price" means the price of the Equipment and/or related Arrow SI Services, as identified in the applicable Order Form.

1.2 Services:

1.2.1 "Maintenance Services" means Arrow SI's break fix maintenance service offering identified in the applicable Order Form, including but not limited to Arrow SI Maintenance Services and Prism Assist Maintenance Services.

1.2.2 "Support Services" means other Arrow SI-provided recurring services, as defined in the applicable Order Form, including but not limited to Partnership Services and Prism Assist OneCall Services.

1.2.3 "CPE" means the pre-purchased Customer owned Customer premise equipment, cables, connectors, and/or software described in the applicable Order Form for Maintenance Services or Support Services. Software for purposes of this section shall mean embedded software, unless non-embedded software is explicitly identified in the applicable Order Form.

1.3 General:

1.3.1 "Order Form" means an order for applicable Arrow SI Services made during the term of this Agreement, on the forms, including any applicable exhibits, supplied by Arrow SI, submitted by Customer and subsequently accepted by Arrow SI. Arrow SI may accept an Order Form by beginning to perform the Arrow SI Services identified therein.

1.3.2 "Purchase Order" or "PO" means Customer's standard purchase order(s) used to order Arrow SI Services contemplated herein. If a PO is required, Arrow SI will not accept an order until such time as Customer provides Arrow SI with such PO. Customer may submit a PO and/or signed Schedule 1 for the purchase of Arrow SI Services in lieu of executing a Arrow SI-supplied Order Form; provided that such PO and/or Schedule 1: (i) in the case of new Equipment purchases, specifies the type of Equipment, the delivery and/or installation location, and the Project Price (as determined solely by Arrow SI); (ii) in the case of Maintenance Services, or Support Services, specifies the commencement date for such Arrow SI Services, the Customer Premises, the Equipment/CPE, port/user count, the type of coverage and service plan, type of monitoring (if applicable) and the annual/monthly recurring charges for such Arrow SI Services (as determined solely by Arrow SI); (iii) for Vendor Assist Services, specifies the applicable manufacturer name, part numbers, descriptions, term dates (if applicable), and annual price (as determined solely by Arrow SI); and (iv) any other information requested by Arrow SI. The terms and conditions of this Agreement and: (i) the Arrow SI -supplied Order Form(s) attached to the PO and/or Schedule 1, or (ii) if no Order Form is attached to the PO and/or Schedule 1, then the applicable terms and conditions for such Arrow SI Services as identified in Arrow SI's then-current standard Order Form (including any applicable service descriptions, Manufacturer Agreements or other third party terms and conditions for Professional Services, Vendor Assist Services, or any other third party services if applicable, which are incorporated into such Order Form by reference), will supersede all terms and conditions set forth in the PO and/or Schedule 1 regardless of the date indicated on the PO and/or Schedule 1. In the event such PO is not signed by an authorized signatory of Customer, Customer hereby acknowledges and agrees that (i) any PO submitted to Arrow SI by Customer may be relied upon by Arrow SI as binding and fully enforceable and (i) Customer hereby waives any right to dispute the validity of such purchase due to Customer's failure to execute the applicable PO and/or Order Form. Any additional or alternative terms and conditions (including payment terms) accompanying or printed on such PO shall be without effect unless such alternative conditions are expressly agreed to in writing by both parties.

1.3.3 "Premises" means the Equipment or CPE installation location as identified in the applicable Order Form and/or PO.

1.3.4 "Time and Material Services" means the Arrow SI Service offered on a time and material basis.

2. **Term.** The term of this Agreement shall commence on the date it is fully executed by Arrow SI and shall remain in full force and effect through the expiration of any applicable Order Form and/or PO submitted by Customer and subsequently accepted by Arrow SI.

3. **Invoicing and Charges.**

3.1 Arrow SI shall submit invoice(s) to Customer for all charges due under this Agreement in accordance with the terms of this Agreement and the applicable Order Form. Customer will pay the amount invoiced within thirty (30) days after the date of the applicable invoice. In the event a partial order of Equipment is Delivered to Customer, Arrow SI may elect to invoice Customer for the portion of the Equipment actually delivered, and then any Equipment Delivered later, additions, subtractions, taxes and other residual charges will be reconciled and invoiced via a subsequent invoice. Customer may use a credit card to pay invoices up to $100,000.00 (or such other amount as determined by Arrow SI in its sole discretion). Any and all enrollment fees, subscription charges, surcharges or other similar fees associated with

The Arrow SI names and logos used herein are trademarks of Arrow Systems Integration, Inc. and/or its parent company and affiliates. All rights reserved.

electronic invoicing requested by Customer and agreed to in writing by Arrow SI will be the Customer's responsibility. Customer may not withhold payment of any amount invoiced based on abatement, reduction, set-off, defense, counterclaim or recoupment in connection with any past, present or future claim Customer may allege against Arrow SI for charges not covered under this Agreement or against the manufacturer of any equipment or any other third party. In the event Arrow SI does not receive full payment when due, Arrow SI, in its sole discretion, may assess an additional charge against Customer in the amount of one and one-half percent (1½%) per month or the maximum rate allowed under applicable law, whichever is less, on any unpaid amounts. Amounts paid in advance or in excess of the amount invoiced will be credited to Customer's account and, for a period of up to twelve (12) months from the date the credit is issued, such credit may be applied to outstanding or future invoices; provided, however, that if this Agreement expires or is earlier terminated and there are no outstanding amounts owed or invoiced, upon Customer's written request, any unused portion of the advance or excess payment(s) will be refunded to Customer. In order to defray the cost of customer account administration, any credit balances or other sums owed to Customer which remain unclaimed by Customer for a period greater than twelve (12) months will become the property of Arrow SI.

3.2 All charges are exclusive of shipping, handling, and any federal, state and local sales, use, excise, utility and gross receipts taxes, other similar tax-like charges, and tax-related surcharges, which Customer agrees to pay; provided that in the event Customer provides Arrow SI with a tax exemption certificate, Arrow SI agrees to exempt Customer in accordance with law, effective on the date the exemption certificate is received by Arrow SI. Taxes based on Arrow SI's net income shall be the sole responsibility of Arrow SI.

3.3 Failure to remit payment when due may result, upon Customer notification, in interruption or cancellation of Arrow SI Services under this Agreement. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred in collecting, or attempting to collect, any charges owed hereunder. Arrow SI may refuse to ship any Equipment, provide Services or fulfill an Order Form and/or PO if: (i) Customer provides false information to Arrow SI regarding Customer's identity, creditworthiness, or its planned use of the Equipment; (ii) any outstanding balance is due for Equipment purchased under this Agreement; (iii) Arrow SI no longer offers the Equipment or provides Arrow SI Services on the CPE or other equipment on a commercial basis; or (iv) Customer is identified as a suspect party and/or a restricted party in Arrow SI's global trade compliance system. Any deposit Customer provides to Arrow SI with an Order Form will be promptly returned to Customer if Arrow SI declines to accept the Order Form.

4. **Confidential Information**. Commencing upon Customer's execution of this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party, any confidential information received from the disclosing party or otherwise discovered by the receiving party during the Term, including, but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the receiving party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, or court or governmental order.

5. **Limitation of Liability and Limited Warranty.**

5.1 Neither party will be deemed to be negligent, at fault or liable in any respect for any delay or failure in performance resulting from acts of God, war, accidents, labor disputes, strikes, power interruptions or outages, manufacturer delays, inability to secure equipment as a result of end-of-life issues, or any other cause beyond the reasonable control of the party delayed; provided, however, that such acts or events shall not relieve Customer of its obligation to make payments for invoiced amounts. In no event shall Arrow SI be obliged to provide credits for service interruptions to Customer's network telecommunication services.

5.2 EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN THE LIMITED WARRANTY SECTION OF THE APPLICABLE ORDER FORM, ARROW SI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE HARDWARE, SOFTWARE, MAINTENANCE SERVICES, SUPPORT SERVICES, TIME AND MATERIAL SERVICES, ANY OTHER EQUIPMENT OR RELATED PRODUCT, SOFTWARE OR DOCUMENTATION. ARROW SI SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ARROW SI SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ALLEGED VIOLATIONS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING ANY OF THE FOREGOING, ARROW SI DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE ERROR FREE OR UNINTERRUPTED, OR WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THE APPLICABLE ORDER FORM, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS". NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT OR DIMINISH THE WARRANTIES AND SUBLICENSES, IF ANY, OF THE EQUIPMENT MANUFACTURER, WHICH PASS THROUGH ARROW SI AND INURE TO THE BENEFIT OF CUSTOMER. ARROW SI MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT AND/OR CPE IS TECHNICALLY IMMUNE FROM OR PREVENTS FRAUDULENT INTRUSIONS INTO AND/OR UNAUTHORIZED USE OF THE EQUIPMENT AND/OR CPE (INCLUDING ANY INTERCONNECTION TO A LONG DISTANCE, INTERNET OR ANY OTHER COMMUNICATIONS NETWORK).

5.3 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, TREBLE, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT, CPE, RELATED PRODUCTS, DOCUMENTATION AND/OR THE INTENDED USE THEREOF, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY OR STRICT LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 WITHOUT LIMITATION OF THE PROVISIONS OF SECTION 5.3 ABOVE, THE TOTAL LIABILITY OF ARROW SI, TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF DIRECT DAMAGES PROVEN BY CUSTOMER UP TO: (A) THE TOTAL PROJECT PRICE FOR THE SPECIFIC PRODUCT OR FIXED OR HOURLY LABOR PROJECT; OR (B) SIX (6) MONTHS OF CHARGES FOR THE RECURRING SERVICE, FORMING THE BASIS OF THE CLAIM OR CAUSE OF ACTION. ARROW SI SHALL NOT BE LIABLE FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY CUSTOMER'S USE OF REASONABLE DILIGENCE. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. CUSTOMER ACKNOWLEDGES AND ACCEPTS THE REASONABLENESS OF THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY. NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE INSTITUTION OF A LEGAL PROCEEDING ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER. HOWEVER, NOTHING IN THIS SECTION 5.4 SHALL LIMIT ARROW SI'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT, OR (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY ARROW SI'S NEGLIGENCE, OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY ARROW SI'S NEGLIGENCE.

6. **Termination**. Either party may terminate this Agreement for Cause. As to payment of invoices, "Cause" shall mean the Customer's failure to

pay any invoice within thirty (30) days after the date of the invoice. For all other matters, Cause shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice. In the event this Agreement is terminated pursuant this Section, the terms and conditions of this Agreement will survive with respect to any Order Form and/or PO accepted by Arrow SI outstanding at the time of termination, and shall continue in full force with respect to such Order Form and/or PO until the expiration of such Order Form and/or PO. Neither party may cancel or terminate an Order Form without Cause once it is submitted by Customer and subsequently accepted by Arrow SI, except as otherwise stated in the applicable Order Form.

7. **Indemnification.** Customer and Arrow SI agree to defend at their expense, indemnify, and hold harmless each other from and against any third party claims, suits, damages and expenses asserted against or incurred by such party ("Indemnitee") arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents or employees ("Indemnifying Party"). Notwithstanding any other provision of this Agreement, the Indemnifying Party shall pay all damages, settlements, expenses and costs, including costs of investigation, court costs and reasonable attorneys' fees and costs (including allocable costs of in-house counsel) incurred by the Indemnitee as set forth in this Section 7, including, without limitation, reasonable attorneys' fees and costs (including allocable costs of in-house counsel) incurred in enforcing this Section 7.
8. **Time and Material; Moves, Adds and Changes; Other Additional Charges.** In the event Customer requests Arrow SI to: (i) move, add or change the configuration of Customer's Equipment and/or CPE ("MAC"); (ii) bring Customer's Premises in compliance with the specifications identified in the applicable Order Form; (iii) respond to service requests not otherwise covered by the applicable Maintenance Services and/or Support Services; or (iv) provide engineering support provided by Arrow SI's engineering support staff (collectively referred to as "T&M Services"), the service description for such T&M Services located at service-descriptions.arrowsi.com (or such other website as determined by Arrow SI from time to time) shall apply, unless otherwise agreed to by the parties in writing.
9. **Miscellaneous.**

9.1 Subcontracting. Arrow SI may subcontract any or all of the work to be performed by and under the terms and conditions of this Agreement. Arrow SI will be responsible for the work of such subcontractors and for the fulfillment of the terms and conditions of the Agreement.

9.2 Notices.

9.2.1 Any notices or other communication required to be given to the other party under this Agreement will be given in writing and either (i) delivered in person, (ii) sent by overnight courier service, properly addressed and prepaid, (iii) sent by United States Postal Service certified or registered mail, return receipt requested, properly addressed and with the correct postage; or (iv) sent by email to the email address identified below. Notices will be deemed delivered and effective (i) the day of delivery if in person, (ii) the day of delivery if sent by courier service; (iii) three (3) business days after the date of mailing; or (iv) if sent by email, upon the receipt of an acknowledgment from the recipient, provided that if such notice is sent after 5pm Central time, on a weekend or Arrow SI holiday, such notice shall be deemed to have been sent on the next business day. Addresses may be changed by giving written notice in accordance with this Section 9.2.

9.2.2 Notices to Customer are to be sent to the address set forth on the first page of this Agreement, or if by email to . Notices to Arrow SI are to be sent as follows: Arrow Systems Integration, Inc., 2425 Gateway Dr., Irving, TX 75063-2753, Attn: Contract Administration; ca_cancels@arrowsi.com; with a courtesy copy to legal@arrowsi.com.

9.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas without regard to its choice or conflicts of law principles.

9.4 Independent Contractor Status. Arrow SI's relationship to Customer in the performance of this Agreement is that of an independent contractor. Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture or fiduciary relationship between Arrow SI and Customer.

9.5 Export and Legal Compliance.

9.5.1 Customer shall comply with all laws and regulations, including but not limited to import and customs laws and regulations.

9.5.2 Customer acknowledges that certain equipment, software and technical data, which may be provided hereunder, may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the U.S. or any other country. Customer shall not export or re-export any such equipment, software, technical data or any direct product thereof in violation of such laws.

9.5.3 To the extent not exempt, each party shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that each party take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

9.6 Survival. The rights and responsibilities of the parties hereto under the provisions, which by their nature extend beyond any such expiration or termination, shall survive expiration or earlier termination of this Agreement.

9.7 Assignment. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; provided that Arrow SI may assign this Agreement, in whole or in part, or any of its rights hereunder to an affiliate or successor without the written consent of or notification to Customer.

9.8 Use of Service Marks, Trademarks and Name. Neither Arrow SI nor Customer shall: (i) use any service mark or trademark of the other party; or (ii) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval. Under no circumstance shall a party, as a result of this Agreement, obtain any ownership interest or other right in any patents, pending patents applications, trade secrets, copyrights, names, trademarks, tradenames, servicemarks, logos or other intellectual property rights.

9.9 Modifications; Invalidity; Waiver. Except as otherwise provided herein, modification or amendment to this Agreement shall not be valid or effective unless in writing and signed by both parties. The invalidity or non-enforceability of any particular provision of this Agreement shall not affect the other provisions, which shall be valid and enforceable to the fullest extent permitted by law. No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the party granting the waiver. No waiver shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, and no waiver shall be deemed, or shall constitute, a continuing waiver.

9.10 Entire Agreement. This Agreement and Arrow SI accepted Order Forms, PO's, and/or other forms supplied by Arrow SI constitute the entire understanding between the parties concerning the subject matter hereof. No prior or contemporaneous representations, expressions, or agreements, either written or oral, or any handwritten modifications, any course of dealing, usage of trade or course of performance under this or other agreements shall alter the terms of this Agreement.

9.11 Counterparts, Signatures. This Agreement, and any subsequent documentation, may be signed in counterparts, all of which upon execution and delivery will be considered an original and together will constitute one agreement. Electronic signatures, signed facsimiles or scanned copies of this Agreement, and any subsequent documentation, will legally bind the parties to the same extent as ink signatures or original documents.

Authorized Customer Acceptance	Arrow SI Authorized Signature
Date	Date
Typed or Printed Name	Typed or Printed Name
Title	Title

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MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT
CONTRACT CHANGE ORDER

PROJECT TITLE:
Magnolia Street Public Works Facility,
Guardian Ad Litem

CHANGE ORDER NO: *1*

INITIATION DATE: ***December 8, 2015***

CONTRACT DATE:10/30/15

TO CONTRACTOR:
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	$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was	$1,175,500.00
The (Contract Sum) (Guaranteed Maximum Price) will be **(increased)** (decreased) (unchanged) by this Change Order	$ 5,959.62
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is	$1,181,459.62
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	6/16/15

Detailed description of change order and justification:
Changes below are based on Revision #3 the was not part of the original project bid.
16-100- Electrical Sub, new fire alarm equipment for bathrooms.
08-110-Steel Doors and Frames, add two fire rated doors
15-500-HVAC. Wall brackets for AC units
09-250-Drywall, 2 hour Fire rated wall
This change Order is .506% of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT: 12/11/2015
GSA Architects Date

CONTRACTOR: 12/9/15
Burke Construction Group Inc. Date

DIRECTOR, PROJECT MANAGEMENT 12/11/15
Doug Sposito Date

COUNTY/ASSISTANT ADMINISTRATOR: 12/15/15
Roman Gastesi Acting County Administrator 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:

Change order #1 is due to Revision #3 for the drawing that was submitted after the bid process.

- 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:

PCCOR #001

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

Prime Contract Change Order Request #001: Changes Per Rev. #3

TO:	Monroe County Engineering 1100 Simonton Street Key West Florida, 33040	**FROM:**	Burke Construction Group, Inc. 10145 NW 19th Street Miami Florida, 33172
CHANGE ORDER REQUEST NUMBER / REVISION:	001 / 0	**PRIME CONTRACT CHANGE ORDER:**	None
STATUS:	Pending - In Review	**CREATED BY:**	Armando Silveira **(Burke Construction Group, Inc.)**
SCHEDULE IMPACT:	0 days	**DATE CREATED:**	11/18/2015
		TOTAL AMOUNT:	$5,959.62

CHANGE ORDER REQUEST TITLE: Changes Per Rev. #3

CHANGE ORDER REQUEST DESCRIPTION:
Changes per Rev #3 includes new fire alarm equipment, A/C wall brackets, fire rated wall, & fire rated doors.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
001	Monroe County Engineering	Changes per revision #3	0 days	$5,959.62
			Total:	**$5,959.62**

CHANGE ORDER REQUEST LINE ITEMS:

PCO: 001

#	Cost Code	Description	Type	Amount
1	16-100 - ELECTRICAL SUB	New Fire Alarm Equipment for bathrooms	Subcontractor	$1,875.00
2	08-110 - STEEL DOORS & FRAMES	Add two fire rated doors	Subcontractor	$537.00
3	15-500 - HVAC	Wall brackets for AC units	Subcontractor	$1,500.00
4	09-250 - DRYWALL	2 Hr Fire rated Wall	Subcontractor	$1,362.00
			Subtotal:	$5,274.00
			Bond : 2.00% on all line item types	$105.48
			Insurance: 1.00% on Labor, Equipment, Materials, Subcontractor, Owner Cost, and Professional Services	$52.74
			Overhead & Profit: 10.00% on all line item types	$527.40
			Grand Total:	**$5,959.62**

BURKE
Construction Group Inc.

PCCOR #001

Jose Aquila (Currie Sowards Aguila Architects)	**Monroe County Engineering**	**Burke Construction Group, Inc.**
185 NE 4th Ave, Suite 101	1100 Simonton Street	10145 NW 19th Street
Delray Beach Florida 33483	Key West Florida 33040	Miami Florida 33172
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

Subcontractor Change Order

TO: BURKE CONSTRUCTION **CHANGE ORDER #:** 1

DATE: 11/17/15
JOB #

Project: MONROE COUNTY PUBLIC WORKS - MAGNOLIA STREET

RE: PER REVISION #3 PLANS, THE FOLLOWING CHANGE HAS BEEN MADE:

Item	DESCRIPTION	Amount
1	TAG 7B & 13 (+2) ADD 90 MINUTE FIRE RATING TO HM DOORS (TAG 7B & 13) (-1) METAL VISION 10 X 10 CLEAR TEMPERED GLASS (TAG 7B) (+1) METAL VISION 10 X 10 PYRAN F FIRE RATED GLASS (TAG 7B) FIRE DOORS MUST BE SELF CLOSING. ADD CLOSER HEADING 8 (TAG 13) (+1) CLOSER 5200 ALM FC	$462.00
2	INSTALLATION - ADD (1) DOOR CLOSER @ OFFICE DOOR 8	$75.00
3		
4		
	Total	$ 537.00

Change order must be executed prior to work commencing

General Contractor	*Subcontractor*
BURKE CONSTRUCTION	**Atlantic Doors and Hardware**
By:_____	By:_____
Name:_____	Name: Lisa Elion
Title:_____	Title: Sr Project Mgr
Date:_____	Date: 11-17-15

K & A Electric Corp.
7750 west 24 AVE Bay # 24
Hialeah, FL 33016
Tel: 305 219-0502 Fax 305 822-2664
Email: kaelectriccorp@gmail.com

PROPOSAL
November 9, 2015

Burke
Construction Group Inc.
10145 NW 19 St
Doral, FL 33172

Ref: Monroe County (Change order # 1) as per revision #3.
Public Works offices.

Include:

- Provide (3) single station Horn/Strobe in the handicap restrooms connected to lighting circuit P1-1, includes all necessary wiring, support, electrical boxes, and electrical installation as requested.
- Provide and install (1) dedicated line 120 Volt 20 Amp for sump pump in the water house facility #114 as per revision number # 3, , includes all necessary wiring, support, electrical boxes, and electrical installation as requested.

Not included:

- Any other labor not mentioned in this proposal.

PAYMENTS:

Progress requisition request will be supplied at contract.

Total material and labor- $1875.00

_____
Authorized by:

_____
Date:

T&S COOL AIR, CORP

2216 W. 80th Street, Unit # 6
Hialeah, FL. 33016
Tel 786 288 2428 305 720 5925, 786 718 0968, 786-443-7171 Fax 786 431 4070
Email. tscoolair@gmail.com / eam0761@gmail.com Lic. CAC1817754

December 7, 2015
Proposal # 03-1293-01

BURKE CONSTRUCTION GROUP, INC.
10145 NW. 19TH STREET
DORAL, FL. 331752
At: Armando Silveira

Monroe County Public Works Offices

300 Magnolia Street
Key Largo, FL.

RE: Mechanical for HVAC System Installation.

Please Find as Follows:
T & S Cool Air, Corp. Shall furnish all labor, Material and Equipment for a complete HVAC System Installation in accordance to the supplied drawings **Dated 08/4/2015**. The material and workmanship shall be in accordance to the STATE, COUNTY and CITY BLDG. CODES.

CHANGE ORDER

HVAC SCOPE OF WORK:

1. THREE (3) SIDE WALL CONDENSER STANDS
2. MISCELLANEOUS
3. LABOR
4. OVERHEAD & PROFIT

T&S COOL AIR, CORP

2216 W. 80th Street, Unit # 6
Hialeah, FL. 33016
Tel 786 288 2428 305 720 5925, 786 718 0968, 786-443-7171 Fax 786 431 4070
Email. tscoolair@gmail.com / eam0761@gmail.com Lic. CAC1817754

December 7, 2015
Proposal # 03-1293-01

As per the Request

$1,500.00

NOT INCLUDE IN THIS PROPOSAL:
Permit fee, Dump, Roof Opening, Roofing Work, Electrical Work, Cutting Concrete Slab & Masonry Wall, Drywell.

T & S Cool Air, Corp
Eduardo Manzanares
Project Manager.

ACCEPTANCE OF PROPOSAL

The above prices, specification and condition are hereby accepted. You are authorized to do the work as specified.

Authorized Signature _____ Title _____

Date_____

TITAN
INTERIORS GROUP, INC.

November 23, 2015

Mr. Tony Burke
Mr. Armando Silveira
Burke Construction Group, Inc.
10145 N.E. 19th St.
Doral, FL 33172

RE: Magnolia St Public Works
Request for Change Order Number One (1)

Dear Sirs:

We are forwarding you a request for a change order for the following scope of work which was not part of the original scope of work.

2 hr Fire rating of wall:

1.	**Fire proofing**	**$ 337.00**
2.	**Labor**	**$ 768.00**
3.	**Overhead**	**$ 110.50**
4.	**Profit**	**$ 110.50**
	Total	**$1,326.00**

Please issue a formal change order for this item.

Best Regards,

Tania M. Drago
President

This change order shall become a valid addition to the Contract when signed by both parties

CUSTOMER'S ACCEPTANCE
Accepted by the undersigned subject to the conditions above

Titan Interiors Group, Inc.

By: _____
Tania M. Drago
President

Burke Construction Group, Inc.

By: _____

Date: _____

5511 SW 199th Avenue Pembroke Pines, FL 33332 – (o) 954.434.9291 – (f) 954.434.9293
info@titaninteriorsgroup.com

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*

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	$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 Sefa/ 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

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Project Management

Bulk Item: Yes X No __ Staff Contact/Phone #: Doug Sposito X4416

AGENDA ITEM WORDING: Approval to wave bid irregularity, award bid, and enter into contract with All Florida Contracting Services (AFC) for the Murray E. Nelson Government generator retrofit and permanent installation; conditioned upon AFC providing its Monroe County business licenses and business tax receipt. This project is funded by the one-cent infrastructure tax.

ITEM BACKGROUND: The original generator installed in 2008 had only enough power for emergency lights. In 2014, a more powerful generator was temporarily and improperly installed. This generator needs reconfiguration and proper permanent installation. With BOCC approval, an RFP was issued for this work. AFC submitted the lowest proposal of $79,500.00. The only other proposal submitted was for $108,370.00. AFC's proposal didn't include a copy of its Monroe County business licenses and business tax receipt. With the BOCC's approval to waive this bid irregularity, the necessary licenses and tax receipt will be obtained and provided to County project management before execution of the contract.

PREVIOUS RELEVANT BOCC ACTION: On January 21, 2015, the BOCC approved a continuing contract for Professional Services with Currie Sowards Aguila Architects. On October 21, 2015, the BOCC approved to advertise Murray Nelson Government Center Generator Retrofitting RFP.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval to wave bid irregularity, award bid, and enter into contract conditioned upon AFC providing its Monroe County business licenses and business tax receipt.

TOTAL COST: $79,500.00 **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: 0

COST TO COUNTY: $79,500.00 **SOURCE OF FUNDS:** 304

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

APPROVED BY: County Atty CA 1/8/15 OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included ____ Not Required X

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: All Florida Contracting Contract #____

Effective Date:

Expiration Date:

Contract Purpose/Description:

Contract for Murray Nelson Government Center Generator Retrofitting with All Florida Contracting Services in the amount of $79,500.00.

Contract Manager: Ann Riger (Name) X4439 (Ext.) Project Management/ Stop 1 (Department/Stop #)

for BOCC meeting on 1/20/2016

Agenda Deadline: 1/05/2016

CONTRACT COSTS

Total Dollar Value of Contract: $ 79,500 Current Year Portion: $ 79,500

Budgeted? Yes ☒ No ☐ Account Codes: 24000-560620-CG1411-530340-_____

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	12/23/15	Yes ☐ No ☑		12/23/15
Risk Management	1.5.16	Yes ☐ No ☑		1.5.16
O.M.B./Purchasing	1/5/16	Yes ☐ No ☑	Christa Brackett	1/5/16
County Attorney	12/29/15	Yes ☐ No ☑		12/29/15

Comments: _____

OMB Form Revised 2/27/01 MCP #2

Agreement
Between Owner and Contractor

Where the basis of payment is a STIPULATED SUM

AGREEMENT

Made as of the	**January 20, 2016**
BETWEEN the Owner:	Monroe County Board of County Commissioners 500 Whitehead Street Key West, Florida 33040
And the Contractor:	All Florida Contracting Services 3814 N.W. 126th Ave. Coral Springs, FL 33065
For the following Project:	**Murray E. Nelson Gov. Center Generator Retrofit and Permanent Installation**

Scope of the Work

1. **Project Overview**

The Scope of Work shall include, 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 included as a part of this Agreement.bid package.

Removal of existing generator to include disconnection of electrical system and having the generator retro fitted with a new gas tank. Contractor to provide temporary generator, from time of removal of existing generator and the re-connection of retro fitted generator. Demolition of the existing slabs of concrete and replacment with a new engineered slab. Replace generator when finished with retro fitting and connect electrically. Repair asphalt and repaint the parking lines in the immediate area.

Generator-
1. Remove generator.
2. Retro fit generator with double walled diesel gas tank.
3. Replace generator.
4. Provide temporary generator and hook up/disconnect.

Electrical-
1. Inspect electrical.
2. Disconnect electrical.
3. Reconnect electrical.

Concrete-
1. Demo out and remove old slab.
2. Construct and pour new slab in accordance with specified. engineered drawings.
3. Patch asphalt where concrete previously existed.
4. Paint lines on asphalt to match parking lines.

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 work times shall be limited to: 8:00 a.m. to 5:00 p.m. Monday-Friday.
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 including the, **Fire Marshall, City of Key West, any other permitting or regulatory agencies as applicable.**

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 of all necessary licenses to Project Management prior to execution of this Agreement and a notice to proceed. This requirement includes the Contractor's procurement of a Monroe County Business Tax ID receipt, a copy of which also must be provided to Project Manangement. Contractor's licenses shall accompany this Agreement.**

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. Job site will have limited 8:00 A.M. -5:00 P.M. work hours. Contractor will need to schedule work shifts typically from 8:00 A.M.- 5:00 P.M. weekly. Any change to agreed upon schedule must be obtained in writing from Owner's representative with a minimum of 72 hrs advanced notice.

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 **Ninety-(90)** 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 Seventy Nine Thousand Five Hundred and 00/100

Dollars ($79,500.00)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: No Alternates Specified

_____/100
(Cost in words)

Dollars ($_____)

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 Florida Statutes 218.735 (8)(b).

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 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 Monroe County 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 Section 55.03, Florida Statutes, 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 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.

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 a meet and confer session 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 Section 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.

ARTICLE 9
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:

b) Project Manual:

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	12/04/15	1

9.1.5 The Alternates, if any, are as follows:

Alternate No. 1: No Alternates

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 _____
(SEAL)

Attest:

By: _____

Print Name: _____

Title: _____

Date: _____

And:
By: _____

Print Name: _____

Title: _____

Dare: _____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

CONTRACTOR
ALL FLORIDA CONTRACTING SERVICES

By: Michael Cox

Print Name: Michael Cox

Title: President

Date: 1/4/16

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY

Date: 1-4-16

STATE OF FLORIDA
COUNTY OF Broward

On this 4 day of January, 20 16, before me ,the undersigned notary public, personally appeared Michael Cox, 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 contract with Monroe County for (***Murray Nelson Government Center Generator Retrofit and Permanent Installation)*** for the purposes therein contained.

Arianne Levin
Notary Public

ARIANNE LEVIN
Print Name

Notary Public State of Florida
Arianne Levin
My Commission FF 208452
Expires 03/11/2019

My commission expires: 3/11/19

General Conditions of the Contract for Construction

Where Project Management is Not a Constructor

Table of Articles

1. General Provisions
2. Owner
3. Contractor
4. Administration of the Contract
5. Subcontractors
6. Construction by Owner or By Other Contractors
7. Changes in the Work
8. Time
9. Payments and Completion
10. Protection of Persons and Property
11. Insurance and Bonds
12. Uncovering and Correction of Work
13. Miscellaneous Provisions
14. Termination or Suspension of the Contract

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 immediately reported to Project Management and Architect.

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, govemmental 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. Contractor 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 submitted to the designated representative. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in writing to the Owner's representative in a timely manner.

4.7.3.1 Any claim not filed with the Owner within such time and in compliance with the preceding proviions shall be deemed consclusively to have been waived and shall be dismissed at the option of the Owner. The claim shall set forth in detail all known facts and circumstances supporting the claim; final costs associated with any claim upon which notice has been filed must be submitted in writing to the Owner within thirty (30) calendar days after notice has been received. In the event the Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, unless emergency conditions exist, the Contractor shall strictly comply with the requirements of this Section and such claim shall be made by the Contractor before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the Contractor of any claim for additional compensation.

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 10 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.

4.7.6.1 As a condition precedent to the Owner having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the Owner and Owner Engineer written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Contractor to give the written notice and make the claim as provided by the provisions herein shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition.

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. In a claim by the Contractor against the Owner for compensation in excess of the Contract Sum, any liability of the Owner to the Contractor shall be strictly limited and computed in accordance with the contract documents and shall in no event include indirect costs or consequential damages of the Contractor or any estimated costs or damages.

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.

7.2.8 One or more changes to the Work within the general scope of this Contract, may be ordered by Change Order. The Owner may also issue written directions for changes in the Work and may issue Construction Change Directives, as set forth below. The Contractor shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the terms and conditions otherwise provided for in the Contract.

7.2.9 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to, arising out of or resulting from the Work included within or affected by the executed Change Order of which the Contractor knew or should have known.

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: NotRequired

11.3 Public Construction Bond

11.3.1 A Public Construction Bond in the amount of the cost of construction is not a requirement of this Contract.

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: **All Florida Contracting Services**
3814 N.W. 126th Ave.
Coral Springs, FL 33065

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.

End of General Conditions

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016

Division: Public Works & Engineering

Department: Unin. Parks & Beaches

Bulk Item: Yes X No ___

Staff Contact Person: Kevin G. Wilson/305-797-1547

AGENDA ITEM WORDING: Approval of a resolution to waive M.C.C section 18-25(b)(1), which prohibits possession of alcoholic beverages at Higgs Beach, on May 22, 2016 for the 9th Annual Keys100 Ultra-marathon race.

ITEM BACKGROUND: Ultra Sports, LLC (Keys100) would like to hold their Annual Key West Marathon from Key Largo to Key West on May 21-22,2016. They would like to serve alcohol to the race participants on Saturday May 22, 2016 during closing ceremonies. In addition Ultra Sports, LLC has obtained liquor liability insurance naming Monroe County BOCC as an additional insured, as required under M.C.C. sec. 18-25(b)(2) in order to qualify for a waiver of the prohibition against possession of alcohol at Higgs Beach.

PREVIOUS RELEVANT BOCC ACTION: On October, 17, 2014, the BOCC approved a similar request for the Zombie Bike Ride at Pines County Park and on May 20, 2015 the BOCC approved a similar request for the BPK Rotary for their Annual Independence Day celebration at Big Pine Community Park & on Sept, 16, 2015 approved alcohol consumption for Multi-Race LLC at Higgs Beach.

CONTRACT/AGREEMENT CHANGES: n/a

STAFF RECOMMENDATIONS: Approval.

TOTAL 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** ___

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

DOCUMENTATION: Included X Not Required ___

DISPOSITION: ___ **AGENDA ITEM #** ___

RESOLUTION NO. -2016

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS WAIVING THE PROHIBITION AGAINST ALCOHOL CONSUMPTION AT HIGGS BEACH IN SUPPORT OF THE NINTH ANNUAL KEYS100 ULTRA-MARATHON.

WHEREAS, Ultra Sports, LLC is hosting the 9th Annual Keys100 Ultra-marathon Race; and

WHEREAS, Monroe County desires to support events put forth for purposes of community recreation and entertainment, and

WHEREAS, 9th Annual Keys100 Ultra-marathon Race will be held on May 21-22, 2016; and

WHEREAS, Ultra Sports, LLC will be serving alcohol to the race participants in a designated and secured area at Higgs Beach during the race's closing ceremonies; and

WHEREAS, Ultra Sports, LLC has requested a waiver of the county's prohibition against possessing alcohol on Higgs Beach; and

WHEREAS, Monroe County Code section 18-25(b)(2) authorizes the Monroe County Board of County Commissioners to waive the prohibition upon a resolution of the board;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the Monroe County Board of County Commissioners finds that Ultra Sports, LLC has obtained liability insurance naming Monroe County as an additional insured, all as required under M.C.C. sec, 18-25(b)(2), and hereby waives the prohibition against alcohol possession at Higgs Beach as defined in M.C.C. sec. 18-25(a) on May 22, 2016.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 20th day of January, 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:_____
Heather Carruthers, Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO L. MERCADO
ASSISTANT COUNTY ATTORNEY

Date 1/5/16

REQUEST FOR USE OF COUNTY PROPERTY
IN MONROE COUNTY, FLORIDA

Date: December 4, 2015

Name of persons or organization: Ultra Sports, LLC
Address & telephone number: P.O. Box 2065, Fort Lauderdale, FL 33303
Contact person & telephone number: Bob Becker, 954-439-2800; Susan Kochan, 305-304-0746

Specific County property or meeting room requested: Higgs Beach area on sand, east of northernmost pavilion/bandstand near sea wall, just west of West Martello Tower. Will erect 40' by 80'tent canopy for the event, 12' wide inflatable arch (the finish line) and two 10' X 10' tent canopies near it.

Intended use: Finish line for 2016 KEYS100 race and post-race awards ceremony

Date(s) needed: May 20-22, 2016 Time: May 20, approximately 6:00 pm for set-up of tent, until May 22 at approximately 5:00pm to complete take-down. Runners begin arriving at approximately 3:00pm on May 21, and continue until 2:30pm on May 22. Awards program 11:00am until 2:00pm on May 22.

Official Monroe County Government Use: Yes ☐ No ☐X

Number of participants: 300-350 for awards program; fewer at any one time during the race as runners arrive at the finish line and disburse to their hotels
Alcohol consumption/sales? Yes X No ☐ (No sales) Use of personal BBQ grill: Yes X No

USE OF COUNTY PROPERTY ONLY
Clean up provisions, assurances, and state if any improvements are to be to facility: Temporary erection of 40' by 80' canopy tent by local company. Clean-up by race volunteers as in all previous years.

Coordination with: Sheriff Dept: Yes X No ☐
Security: Yes ☐ No X (None planned)
Public Works: Yes X No ☐ (Will coordinate as required)
Previous history of holding similar events: Yes. This will be the 9th year for the KEYS100, and the 5th year with the finish line at Higgs Beach.

USE OF MEETING ROOMS ONLY
Special Audio Visual Equipment needed: Yes ☐ No ☐ Describe:_____

Public Address System: Yes ☐ No ☐ Arrangement of Room: _____

Fees are listed on pages 7, 8 and 9 of the Policy for Public Facilities, Roads, Bridges, & County Meeting Rooms and are NON-REFUNDABLE. Checks or Money Orders are to be made payable to Monroe County Board of County Commissioners.

COUNTY USE ONLY

Scheduled Date: 5-20-22-16 Fees: _____

Insurance /Hold Harmless Requirements: Hold Harmless - $1mil GL w/ the rest liability to MC BOCC as cert holder + additional ins

Approved: Yes ☒ No ☐ By: M Slus 12-22-15

Remarks: _____

12/28/15

HOLD HARMLESS AGREEMENT

This agreement entered into by and between MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida, herein "COUNTY", and Ultra Sports, LLC, whose address is P.O. Box 2065, Fort Lauderdale, FL 33303 hereinafter "EVENT SPONSOR":

That for and in consideration of the understanding hereinafter set forth the parties do agree and covenant as follows:

1. That in and for the consideration of permission to use certain public roads or other public property, more particularly described as follows: Higgs Beach, area on sand, east of pavilions/bandstands near sea wall, just west of Martello Tower, will erect 40 x 80 ft. tent canopy with an inflatable arch and two 10 x 10 canopy tents next to it, all for the purpose of the finish line area for the 9th annual KEYS100 race and awards ceremony. (This is similar to what has been approved the last few years.) The race: Runners from Key Largo (100 mile races), Marathon (50 mile race) and Big Pine Key (50 kilometer race) finish at the arch, receive finisher medals and are offered food, drinks and a place to sit under the large canopy. Then on Sunday, from 11:00am-2:00pm, the area under the large canopy is used for the awards program. On the 20th of May, 2016, from 6:00pm (to erect the tent, with the balance of set-up on Saturday morning, May 21) until the 22nd of May, 2016 at 5:00 pm (to complete take-down), the EVENT SPONSOR does hereby agree to indemnify the COUNTY for any and all claims or liabilities that may arise out of the above described event.

2. That, in addition to indemnification described in Paragraph One, the EVENT SPONSOR does hereby agree to hold the COUNTY harmless in all respects concerning the event described in Paragraph One and will defend any and all causes of action or claims and will, further, pay the cost of any attorney's fees incurred by the COUNTY arising out of the event described in Paragraph One.

Ultra Sports, LLC
Organization

By: Robert J. Becker
Of the above and duly authorized to
execute this agreement.

State of Florida
County of ~~Monroe~~ Broward

SUBSCRIBED AND SWORN to (or affirmed before me) on 2nd day of December, 2015.
By Robert J. Becker (Event Contact Person), he/she is personally known to me or has produced FL Driver License (type of identification) as identification.

Notary Public

Nadia Maharaj
Notary Public
State of Florida
MY COMMISSION # FF 69413
Expires: February 3, 2018

CERTIFICATE OF INSURANCE

DATE: 10/29/2015

CERTIFICATE NUMBER: 20151029384053

AGENCY:

ESIX 3 LLC
d/b/a Entertainment & Sports Insurance eXperts (ESIX)
d/b/a Entertainment and Sports Insurance Agency (California)
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Telephone)
678-324-3303 (Facsimile)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc.
132 East Washington Street, Suite 800
Indianapolis IN 46204

Ultra Sports, LLC

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co.
INSURER B: Philadelphia Indemnity Ins. Co.

EVENT INFORMATION:

Keys100 Ultramarathon (5/21/2016 - 5/23/2016)

POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:	
A	GENERAL LIABILITY					
	X Occurrence X Host Liquor Liability X Participant Legal Liability	PHPK1403938	11/1/2015 12:01 AM	11/1/2016 12:01 AM	GENERAL AGGREGATE (Applies Per Event)	$3,000,000
					EACH OCCURRENCE	$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.)	$1,000,000
					MEDICAL EXPENSE (Any one person)	EXCLUDED
					PERSONAL & ADV INJURY	$1,000,000
					PRODUCTS-COMP/OP AGG	$3,000,000
B	UMBRELLA/EXCESS LIABILITY					
	X Occurrence	PHUB517449	11/1/2015 12:01 AM	11/1/2016 12:01 AM	AGGREGATE (Applies Per Event)	$10,000,000
					EACH OCCURRENCE	$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is additional insured but only for the liability arising out of the negligence of the named insured, per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002).

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

APPROVED BY RISK MANAGEMENT
BY
DATE 12-22-15
WAIVER N/A YES

CERTIFICATE HOLDER:

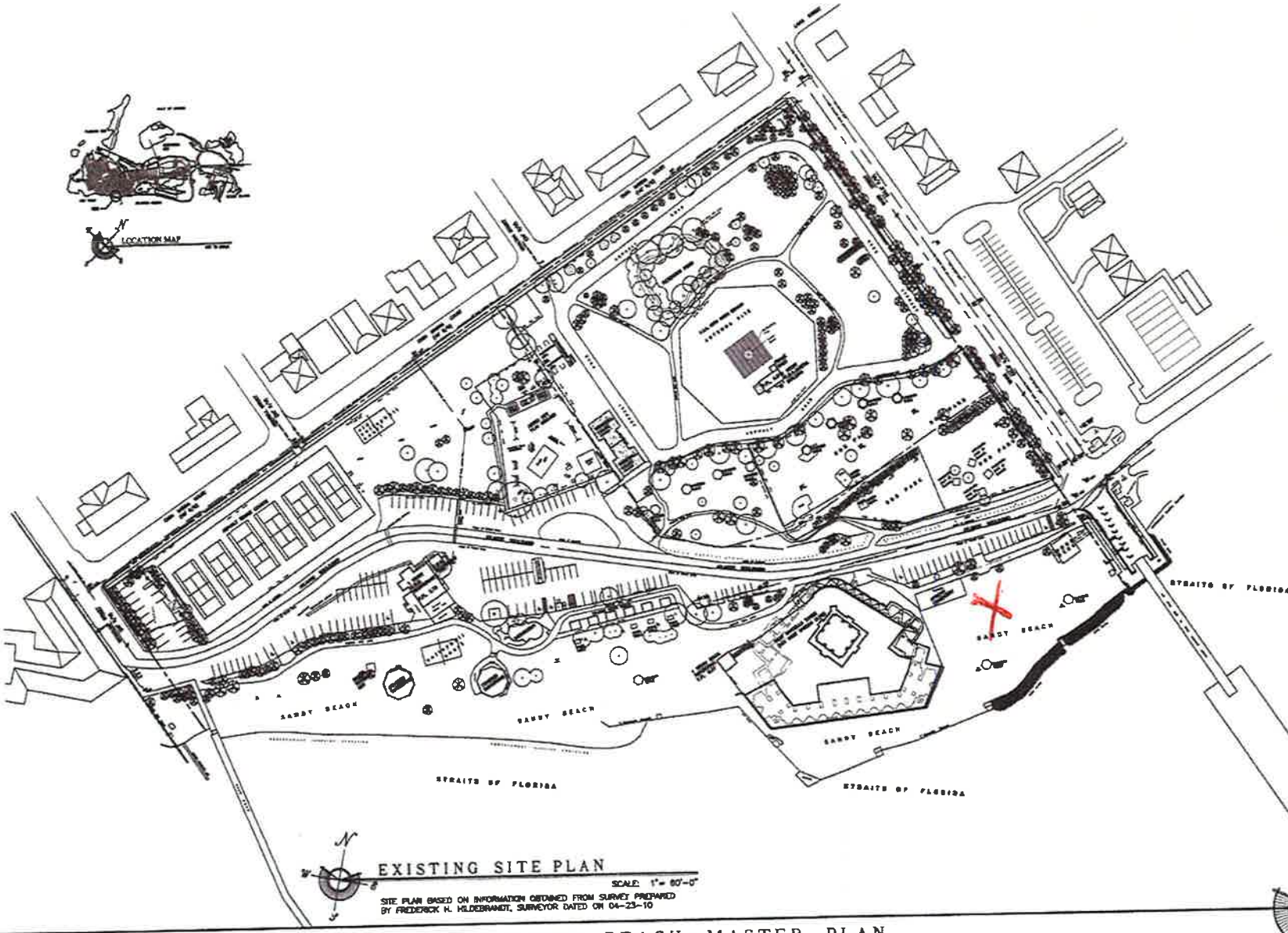
Monroe County Board of County Commissioners
3583 South Roosevelt Blvd.
Key West FL 33040

NOTICE OF 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:

Mike Arnie



CLARENCE HIGGS BEACH - MASTER PLAN

KEY WEST, FLORIDA

WILLIAM P.
ARCHITECT

HIGGS BEACH
KEY WEST

DATE
05-12-10

DRAWN BY
EMA

EX-1

UltraSports LLC Ultra Running Events

December 21, 2015

Monroe County Administrator:

Enclosed, please find the following documents:
-Request for Use of County Property
-Hold Harmless Agreement
-Certificate of Insurance with Liquor Liability Coverage
-Map of Higgs Beach

I am writing on behalf of the 9th Annual KEYS100 Ultra-marathon race. Our race begins on Saturday, May 21st of 2016 at 6am in Key Largo and ends in Key West by 3pm on May 22nd. This will be our 5th year enjoying Higgs Beach as our finish line and awards venue. Nothing has changed from the previous 4 years of our event.

We are requesting the use of the section of Higgs Beach from 6pm on May 20th to 5pm on May 22nd, 2016 (Please see attached map). Our footprint includes a 40' x 80' canopy tent, a 10' x 10' canopy tent and a 12' inflatable finish line arch.

Our awards ceremony is on May 22nd from 11am to 2pm inside the larger tent. Typically around 400-500 runners and their families attend the awards ceremony. There will be a 4 piece band with a small amplifier within the tent. We will serve free donated beer to our 21 and over attendants.

We request the use of the Higgs bathrooms for the duration of the race and access to the power pole for power, lights and finish line data computer hookup.

We ask that the per person impact fee be waived as we will, as always, leave the area entirely free of trash and recyclables.

Feel free to contact me with any questions.

Thank you for your assistance with the 9th Annual KEYS100 Ultra-marathon.

Susan Kochan

Susan Kochan
Marketing Director
slkochan@bellsouth.net
305-304-0746

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Public Works/Engineering

Bulk Item: Yes X No ___ Staff Contact Person: Doug Sposito 292-4416

AGENDA ITEM WORDING: Approval of 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 BACKGROUND: The BOCC approved a two (2) year Bid Award Agreement on December 11, 2013. The Agreement provides for three (3) one (1) year renewal agreements. On November 17, 2015 the BOCC approved a First Amendment Renewal Agreement containing a scrivener's error in the cost per year for servicing the Dept. of Juvenile Justice Building. The totals for quarterly and annual service amounts were correct. This Second Amendment Agreement will correct the scrivener's error

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PREVIOUS RELEVANT BOCC ACTION: On May 15, 2013, BOCC approved to advertise for bids for the inspection, testing, maintenance and repair of Fire Protection Systems. On December 11, 2013, the BOCC approved a two (2) year Bid Award Agreement which provides for three (3) - one (1) year renewal agreements. On November 17, 2015 the BOCC approved a First Amendment Renewal Agreement with Black Fire Protection, Inc.

CONTRACT/AGREEMENT CHANGES: The Second Amendment Agreement corrects the cost per year for the Dept. of Juvenile Justice Building from $1,400.00 cost/yr. to **$1,411.20 cost/yr**.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: $17,337.60/yr. plus repairs **INDIRECT COST:** ____ **BUDGETED:** Yes X No _

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: same **SOURCE OF FUNDS:** ad valorem & 304

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

APPROVED BY: County Atty CA 1/5/16 OMB/Purchasing CB Risk Management ____

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____
PW 3

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Black Fire Protection, Inc. Contract #_____

Effective Date: December 11, 2015

Expiration Date: December 10, 2016

Contract Purpose/Description:
Second Amendment Agreement to correct a scriveners error in the First Amendment Renewal for Full Maintenance Program – Fire Protection Systems

Contract Manager: Alice Steryou (Name) 4549 (Ext.) PW/Engineering Stop #1 (Department/Stop #)

for BOCC meeting on 01/20/16 Agenda Deadline: 01/05/16

CONTRACT COSTS

Total Dollar Value of Contract: $ 17,337.60 + repairs Current Year Portion: $ 17,337.60 + repairs

Budgeted? Yes ☒ No ☐ Account Codes: 001-20501-530-340- $11,289.60 + repairs

Grant: $ N/A 101-20505-530-340- $ 6,048.00 + repairs

County Match: $ N/A _____-26000-560620-CP0703

_____-_____-_____-_____-_____

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	1/5/16	Yes ☐ No ☑		1/5/16
Risk Management	1.5.16	Yes ☐ No ☑		1.5.16
O.M.B./Purchasing	1/5/16	Yes ☐ No ☑	Clydna Brackett	1/5/16
County Attorney	1/5/16	Yes ☐ No ☑	Chris Ambrosio	1/5/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

FACILITY	COST/YR	COST/QTR	20501	20505	PO AMOUNT
MC Detention	1411.20	352.80		352.80	
HGC	1209.60	302.40	302.40		
Lester	1411.20	352.80	352.80		
MC Courthouse Annex/Old Jail	1411.20	352.80		352.80	
Marathon Government Annex	1209.60	302.40	302.40		
Plantation Key, Jail	1209.60	302.40		302.40	
Marathon Jail	1209.60	302.40		302.40	
Monroe County Main Courthouse	1008.00	252.00	252.00		
Monroe County Sheriff Admin.	806.40	201.60		201.60	
Dept. of Juvenile Justice Building	1411.20	352.80	352.80		
Bayshore	604.80	151.20	151.20		
FJC	1008.00	252.00	252.00		
MEN Govt. Center	1008.00	252.00	252.00		
Conch Key FS	806.40	201.60	201.60		
BPK FS	806.40	201.60	201.60		
Stock Island FS	806.40	201.60	201.60		
	$17,337.60 ✓	**$4,334.40** ✓	**$2,822.40**	**$1,512.00**	
			3	3	
			8,467.20	**4,536.00**	
			20,000.00	20,000.00	
			$28,467.20	**$24,536.00**	**$53,003.20**

SECOND AMENDMENT AGREEMENT

FULL MAINTENANCE PROGRAM – FIRE PROTECTION SYSTEMS
MONROE COUNTY, FLORIDA

THIS hereinafter "Second Amendment" is made and entered into this ____ day of _____, 2016, between **MONROE COUNTY** (hereinafter "County" or "Owner"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West Florida, 33040 and BLACK FIRE PROTECTION, INC ("CONTRACTOR"), a Florida *corporation*, whose address is 3461 NW 75th Terrace, Lauderhill, FL 33319.

WHEREAS, the parties hereto did on November 17, 2015, entered in to a first renewal amendment agreement for inspection, testing, maintenance and repairs per NFPA 25 for fire protection systems including associated piping and equipment located in Monroe County; and

WHEREAS, a scrivener's error occurred in the renewal agreement, payments to the contractor paragraph 2, D referencing paragraph 5 of the Original agreement in calculating the cost per year for the Dept. of Juvenile Justice Building ; and

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. Paragraph 2, D of the First Renewal Agreement referencing paragraph 5 of the Original agreement shall be revised to read as follows:;

Dept. of Juvenile Justice Building	5503 College Road Key West, FL 33040	**$1,411.20** cost/yr.

Except as set forth in paragraph 1 of this Second Amendment Agreement, in all other respects, the terms and conditions set forth in the Original Agreement, as amended, remain in full force and effect.

(SEAL)
Attest: AMY HEAVILIN, CLERK

By: _____
Deputy Clerk

Date: _____

Witnesses for CONTRACTOR:

_____
Signature

_____
Printed Name and Date

_____
Signature

_____
Printed Name and Date

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLOIDA

By: _____
Mayor

Date: _____

_____
Signature of person authorized to legally bind Corporation
Date: _____

_____
Print Name and Title

Address: _____

_____

Date: 5/16
CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY
APPROVED AS TO FORM

COPY

FIRST RENEWAL AMENDMENT AGREEMENT

FULL MAINTENANCE PROGRAM – FIRE PROTECTION SYSTEMS
MONROE COUNTY, FLORIDA

THIS hereinafter "Amendment" is made and entered into this 17th day of NOVEMBER, 2015, between **MONROE COUNTY** (hereinafter "County" or "Owner"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West Florida, 33040 and BLACK FIRE PROTECTION, INC ("CONTRACTOR"), a Florida *corporation*, whose address is 3461 NW 75th Terrace, Lauderhill, FL 33319.

WHEREAS, the parties hereto did on December 11, 2013, enter in to an agreement for inspection, testing, maintenance and repairs per NFPA 25 for fire protection systems including associated piping and equipment located in Monroe County (hereinafter "Original Agreement"); and

WHEREAS, the parties have found the Original Agreement to be mutually beneficial; and

WHEREAS, the parties find that it would be mutually beneficial to enter into this first renewal amendment agreement; now therefore

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. In accordance with Paragraph 4: **REPAIRS** of the Original Agreement;

A. Repairs for normal working hours between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays, shall be **$100.80** per hour for technician and shall be **$176.40** per hour for technician and helper.

B. Emergency service calls after hours stated above, including holidays, shall be **$151.20** per hour for technician and shall be **$264.10** per hour for technician and helper.

C. The cost of parts (excluding freight and sales tax) shall be the manufacturers cost plus **15%.** Freight, engineering, permits, equipment and sales tax will be reimbursed at the amount charged only. The manufacturer's invoice must accompany all requests for payment for any part, which exceeds $500.00, and may be requested at the discretion of the Director, Public Works Facilities Maintenance, or his designee, for any part, regardless of the cost. Freight invoices over $500.00 must accompany all orders that require shipping or transportation of parts whether the part is under warranty or not, and may be requested at the discretion of the Director, Public Works Facilities Maintenance, or his designee, for any freight charge, regardless of the cost associated therewith.

2. In accordance with Paragraph 5: **PAYMENTS TO CONTRACTOR** of the Original Agreement;

A. COUNTY'S performance and obligation to pay under this agreement, is contingent upon annual appropriation by the Board of County Commissioners.

B. COUNTY shall pay in accordance with the Florida Local Government Prompt Payment Act. Invoices for scheduled testing will be paid on a quarterly schedule in arrears. Payment will be made after completion of scheduled testing and upon submission of a proper invoice by CONTRACTOR. Payment for repairs will be made after acceptable completion of the repairs and upon submission of a proper invoice by CONTRACTOR.

C. CONTRACTOR shall submit to COUNTY invoices with supporting documentation acceptable to the Clerk, at completion of the work/repair by the CONTRACTOR and approval by an appropriate COUNTY representative. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds.

D. The following buildings will require:

One Annual Inspection and flow test of the Fire Pump and (3) Three Quarterly fire sprinkler system inspections and testing per the latest edition of NFPA 25:

Monroe County Detention Center	5501 College Road Key West, FL 33040	**$1,411.20** cost/yr.
Harvey Government Center	1200 Truman Avenue Key West, FL 33040	**$1,209.60** cost/yr.
Lester Building	530 Whitehead Street Key West, FL 33040	**$1,411.20** cost/yr.
Monroe County Courthouse Annex/Old Jail (TESTING SCHEDULED AROUND COURT HEARINGS)	502 Whitehead Street Key West, FL 33040	**$1,411.20** cost/yr.
Marathon Government Annex	490 63rd Street, Ocean Marathon, FL 33050	**$1,209.60** cost/yr.
Plantation Key, Jail	53 High Point Road Tavernier, FL 33070	**$1,209.60** cost/yr.
Marathon Jail	3981 Ocean Terrace Marathon, FL 33050	**$1,209.60** cost/yr.

The following buildings will require (1) One Annual Inspection and (3) Three Quarterly fire sprinkler system inspections and testing per the latest edition of NFPA 25:

Monroe County Main Courthouse	500 Whitehead Street Key West, FL 33040	**$1,008.00** cost/yr.
Monroe County Sheriff	5525 College Road	**$ 806.40** cost/yr.

Administration Bldg.	Key West, FL 33040	
Dept. of Juvenile Justice Building	5503 College Road Key West, FL 33040	**$1,400.00** cost/yr.
Bayshore Manor	5200 College Road Key West, FL 33040	**$ 604.80** cost/yr.
Freeman Justice Bldg.	302 Fleming Street Key West, FL 33040	**$1,008.00** cost/yr.
Murray Nelson Government Center	102050 Overseas Highway Key Largo, FL 33037	**$1008.00** cost.yr.
Conch Key Fire Station	10 Conch Av. Conch Key, FL 33050	**$ 806.40** cost/yr.
Big Pine Fire Station	390 Key Deer Blvd. Big Pine Key, FL 33043	**$ 806.40** cost/yr.
Stock Island Fire Station	6180 2nd Av. Stock Island, FL 33040	**$ 806.40** cost/yr.

WHEN PERFORMING ANNUAL INSPECTIONS FOR SOME MONROE COUNTY FACILITIES, PRIMARILY THE COURTHOUSES, IT MAY BE NECESSARY TO SCHEDULE INSPECTIONS BEFORE OF AFTER NORMAL BUSINESS HOURS.

The total quarterly service amount of contract shall be Four Thousand, Three Hundred Thirty Four Dollars and Forty Cents **($4,334.40)** for an annual amount of Seventeen Thousand, Three Hundred Thirty Seven Dollars and Sixty Cents **($17,337.60).** Total Compensation to CONTRACTOR for additional services and repairs under this Agreement shall not exceed $250,000.00 unless pre-approved emergency work requiring additional funds is implemented.

Contractor shall submit all invoices with the Application for Payment form attached. There shall be no additional charges to the Owner for travel, mileage, meals, or lodging.

3. In accordance with Paragraph 6: **TERM OF AGREEMENT** of the Original Agreement;

   a) The County exercises the first of the three (3) one-year renewal options to renew the Original Agreement. The contract term will commence **December 11, 2015** and terminate on **December 10, 2016**.

   b) The contract amount is adjusted **.8%** in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and based upon the CPI-U computation at December 31 of the previous year.

Except as set forth in paragraph 1, 2 and 3 of this First Renewal Amendment Agreement, in all other respects, the terms and conditions set forth in the Original Agreement, as amended, remain in full force and effect.

(SEAL)

CHERK AMY HEAVILIN, CLERK

By: Maye Robertson
Deputy Clerk

Date: 11/17/15

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Date: 11/17/15

Witnesses for CONTRACTOR:

Linda D Black
Signature

Linda D Black 11-6-15
Printed Name and Date

_____
Signature

John Flores 11-6-15
Printed Name and Date

Kimberly Black
Signature of person authorized to legally bind Corporation
Date: 11-6-15

KIMBERLY BLACK, C.M.
Print Name and Title

Address: 3161 NW 75 TER
LAUDERHILL, FL 33319

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 10/30/15

COPY

AGREEMENT

FULL MAINTENANCE PROGRAM – FIRE PROTECTION SYSTEMS MONROE COUNTY, FLORIDA

This (2) two year Agreement is made and entered into this 11th day of December, 2013, between MONROE COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and BLACK FIRE PROTECTION, INC ("CONTRACTOR"), a Florida *corporation*, whose address is 3461 NW 75th Terrace, Lauderhill, FL 33319.

WHEREAS, COUNTY desires to have inspection, testing, maintenance and repairs per NFPA 25 for fire protection systems including associated piping and equipment located in Monroe County, and

WHEREAS, CONTRACTOR desires and is able to provide inspection, testing, maintenance and repairs per NFPA 25 for fire protection systems including associated piping and equipment located in Monroe County; and

WHEREAS, it serves a legitimate public purpose for CONTRACTOR to provide inspection, testing, maintenance and repairs per NFPA 25 for fire protection systems including associated piping and equipment located in Monroe County, now therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. **THE AGREEMENT**

   The Agreement consists of this document, the bid documents, exhibits, and any addenda only.

2. **SCOPE OF THE WORK:**

   A. The Contractor shall furnish all labor, materials, equipment, tools, transportation, services, and incidentals, and perform all the work necessary per the latest edition of NFPA 25 for the fire suppression sprinkler systems including associated piping and equipment in compliance with this agreement and the Local Authority Having Jurisdiction.

   B. Provide a complete program including inspection, testing, maintenance and repairs in accordance with all guidelines issued per the latest edition of NFPA 25 for the fire suppression sprinkler systems including associated piping and equipment at the facilities listed in Paragraph 5.D below:

      1. **Total Service Coverage.** Contractor is to provide all parts, labor and transportation required to provide for the inspection, testing, maintenance

and repairs per NFPA 25 and schedules as well as keeping the equipment in proper operating condition to protect against unpredictable repair expenditures as well as ensure reliability and efficiency.
Repairs shall be based on the fee schedule rates for labor and materials as outlined in this Agreement.

The Contractor shall document each on-site service call and furnish the owner with a copy showing time in and out, date and a brief description of activity. Work orders for on-site system preventative maintenance will list the inspection date, individual to report to, equipment identification, equipment location, work to be performed, and any special instructions.

All documentation shall be submitted by the Contractor to the Owner's representative on site and a copy with the Contractor's invoice for payment.

2. **24-Hour Emergency Service - 7 days a week:** Technicians to respond twenty-four hours a day, seven days a week to ensure proper and reliable operation of systems as designated for the facilities listed in Paragraph 5.D below.

   In the event of an operational failure, emergency response time shall be no greater than eight (8) hours from County notification to be on site.

3. **Additional Services:** The Contractor shall include written findings, corrective actions, and recommendations within the Quarterly Inspection Reports. Whenever permitting and/or engineering services are required for repairs/replacements, the Contractor shall submit to the County the Contractor's actual certified documented costs for such services and shall invoice the County for reimbursement of only such costs.

3. QUALITY ASSURANCE PROGRAM

The Contractor shall meet the Owner on a semi-annual basis to evaluate system performance and Owner's satisfaction with the quality of service that is being provided. Contractor is to schedule a meeting with the Owner at the beginning of the contract year and an update meeting six months into the contract year with the following being part of the agenda. Contractor shall compile and submit to the Owner for approval, all maintenance, testing criteria and procedures for all covered systems and equipment as required by NFPA and recommended by the Manufacturer. The testing and maintenance criteria and procedures shall be formatted under major headings of which is then to be incorporated into a bar/Gnatt chart schedule utilizing Microsoft Scheduler or equal, showing the

Contractor's scheduled site visits and the tasks to be accomplished in order to complete the contract's scope.

4. REPAIRS

A. Repairs for normal working hours between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays, shall be $100.00 per hour for technician and shall be $175.00 per hour for technician and helper.

B. Emergency service calls after hours stated above, including holidays, shall be $150.00 per hour for technician and shall be $262.00 per hour for technician and helper.

C. The cost of parts (excluding freight and sales tax) shall be the manufacturers cost plus 15%. Freight, engineering, permits, equipment and sales tax will be reimbursed at the amount charged only. The manufacturer's invoice must accompany all requests for payment for any part, which exceeds $500.00, and may be requested at the discretion of the Director, Public Works Facilities Maintenance, or his designee, for any part, regardless of the cost. Freight invoices over $500.00 must accompany all orders that require shipping or transportation of parts whether the part is under warranty or not, and may be requested at the discretion of the Director, Public Works Facilities Maintenance, or his designee, for any freight charge, regardless of the cost associated therewith.

5. PAYMENTS TO CONTRACTOR

A. COUNTY'S performance and obligation to pay under this agreement, is contingent upon annual appropriation by the Board of County Commissioners.

B. COUNTY shall pay in accordance with the Florida Local Government Prompt Payment Act. Invoices for scheduled testing will be paid on a quarterly schedule in arrears. Payment will be made after completion of scheduled testing and upon submission of a proper invoice by CONTRACTOR. Payment for repairs will be made after acceptable completion of the repairs and upon submission of a proper invoice by CONTRACTOR.

C. CONTRACTOR shall submit to COUNTY invoices with supporting documentation acceptable to the Clerk, at completion of the work/repair by the CONTRACTOR and approval by an appropriate COUNTY representative. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds.

D. The following buildings will require:

One Annual Inspection and flow test of the Fire Pump and (3) Three Quarterly fire sprinkler system inspections and testing per the latest edition of NFPA 25:

Monroe County Detention Center	5501 College Road Key West, FL 33040	$1,400.00 cost/yr.
Harvey Government Center	1200 Truman Avenue Key West, FL 33040	$1,200.00 cost/yr.
Lester Building	530 Whitehead Street Key West, FL 33040	$1,400.00 cost/yr.
Monroe County Courthouse Annex/Old Jail (TESTING SCHEDULED AROUND COURT HEARINGS)	502 Whitehead Street Key West, FL 33040	$1,400.00 cost/yr.
Marathon Government Annex	490 63rd Street, Ocean Marathon, FL 33050	$1,200.00 cost/yr.
Plantation Key, Jail	53 High Point Road Tavernier, FL 33070	$1,200.00 cost/yr.
Marathon Jail	3981 Ocean Terrace Marathon, FL 33050	$1,200.00 cost/yr.

The following buildings will require (1) One Annual Inspection and (3) Three Quarterly fire sprinkler system inspections and testing per the latest edition of NFPA 25:

Monroe County Main Courthouse	500 Whitehead Street Key West, FL 33040	$1,000.00 cost/yr.
Monroe County Sheriff Administration Bldg.	5525 College Road Key West, FL 33040	$800.00 cost/yr.
Dept. of Juvenile Justice Building	5503 College Road Key West, FL 33040	$1,400.00 cost/yr.
Bayshore Manor	5200 College Road Key West, FL 33040	$600.00 cost/yr.
Freeman Justice Bldg.	302 Fleming Street Key West, FL 33040	$1,000.00 cost/yr.
Murray Nelson Government Center	102050 Overseas Highway Key Largo, FL 33037	$1000.00 cost.yr.
Conch Key Fire Station	10 Conch Av. Conch Key, FL 33050	$800.00 cost/yr.

Big Pine Fire Station	390 Key Deer Blvd. Big Pine Key, FL 33043	$800.00 cost/yr.
Stock Island Fire Station	6180 2nd Av. Stock Island, FL 33040	$800.00 cost/yr.

WHEN PERFORMING ANNUAL INSPECTIONS FOR SOME MONROE COUNTY FACILITIES, PRIMARILY THE COURTHOUSES, IT MAY BE NECESSARY TO SCHEDULE INSPECTIONS BEFORE OF AFTER NORMAL BUSINESS HOURS.

The total quarterly service amount of contract shall be Four Thousand Three Hundred Dollars ($4,300.00) for an annual amount of Seventeen Thousand Two Hundred Dollars ($17,200.00). Total Compensation to CONTRACTOR for additional services and repairs under this Agreement shall not exceed $250,000.00 unless pre-approved emergency work requiring additional funds is implemented.

Contractor shall submit all invoices with the Application for Payment form attached. There shall be no additional charges to the Owner for travel, mileage, meals, or lodging.

6. TERM OF AGREEMENT

This (2) two year Agreement shall commence on December 11, 2013, and ends upon December 10, 2015, unless terminated earlier under paragraph 20 of this Agreement.

The COUNTY shall have the option to renew this Agreement for up to an additional three (3) one-year periods at terms and conditions mutually agreeable to the parties, exercisable upon written notice given at least 30 days prior to the end of the initial term. Unless the context clearly indicates otherwise, references to the "term" of this Agreement shall mean the initial term of two (2) years.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U annualized computation at December 31 of the previous year.

7. ACCEPTANCE OF CONDITIONS BY CONTRACTOR

CONTRACTOR has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

8. FINANCIAL RECORDS OF CONTRACTOR

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.

9. 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.

10. HOLD HARMLESS, INSURANCE AND LIMITATION OF LIABILITY

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 third-party 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 reasonable 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, 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.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of CONTRACTOR to comply with the requirements of this section shall be cause for immediate termination of this agreement.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. Where applicable, coverage to apply for all employees at a minimum statutory limits as required by Florida Law, and Employer's Liability coverage in the amount of $*100,000.00* bodily injury by accident, $*500,000.00* bodily injury by disease, policy limits, and $*100,000.00* bodily injury by disease, each employee.

COMMERCIAL AUTOMOBILE VEHICLE LIABILITY INSURANCE. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than *$100,000.00* per aggregate occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If single limits are provided, the minimum acceptable limits are *$100,000.00* per person, *$300,000.00* per occurrence, and *$50,000.00* property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMMERCIAL GENERAL LIABILITY. Commercial general liability coverage with limits of liability of not less than *$300,000.00* per aggregate occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. If single limits are provided, the minimum acceptable limits are *$100,000.00* per person, *$300,000.00* per occurrence, and *$50,000.00* property damage.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED ADDITIONAL INSURED - ADD RIDER #1- WITH RESPECT TO LIABILITY ARISING OUT OF OPERATIONS PREFORMED FOR THEM, BY OR ON BEHALF OF CONTRACTOR, BUT ONLY TO THE EXTENT OF DAMAGES CAUSED BY THE CONTRACTOR'S NEGLIGENCE ON ALL LIABILITY POLICIES EXCEPT WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY.

CERTIFICATES OF INSURANCE: Original Certificates of Insurance shall be provided to the COUNTY at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the COUNTY before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the COUNTY and its officials- ADD RIDER #3-except to the extent any loss, claim or action is caused by the negligence of one or more of the additional insured.

NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES OR THEORY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS OR LOSS OF GOOD WILL) SUFFERED OR INCURRED IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AMOUNT OF EACH PARTY'S LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT WILL BE CAPPED AT AND UNDER NO CIRCUMSTANCES WILL EXCEED $250,000.

11. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of COUNTY and 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.

12. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement 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 CONTRACTOR or any of his employees, sub-contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

13. NONDISCRIMINATION

CONTRACTOR 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. 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) Any other nondiscrimination provisions in any Federal or state statutes which may apply to COUNTY and CONTRACTOR to, or the subject matter of, this Agreement.

14. ASSIGNMENT/SUBCONTRACT

CONTRACTOR shall not assign or subcontract its obligations under this agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and CONTRACTOR, which approval shall be subject to such conditions and provisions as the Board may reasonably deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or sub 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.

15. COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS

In providing all services/goods pursuant to this agreement, CONTRACTOR shall abide by all laws of the Federal and State government, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and State government. 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 Agreement. CONTRACTOR shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

16. DISCLOSURE AND CONFLICT OF INTEREST

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 Section 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.

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.

17. NO PLEDGE OF CREDIT

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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

18. 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
Facilities Maintenance Department
3583 South Roosevelt Boulevard
Key West, FL 33040

And

County Attorney
Post Office Box 1026
Key West, FL 33041-1026

FOR CONTRACTOR:
Kirby Black
3461 NW 75th Terrace
Lauderhill, FL 33319

19. TAXES

COUNTY is exempt from payment of Florida State Sales and Use taxes. 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 CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. CONTRACTOR shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

20. TERMINATION

A. The COUNTY may terminate this Agreement with or without cause prior to the commencement of work.
B. The COUNTY or CONTRACTOR may terminate this Agreement for cause with seven (7) days notice to CONTRACTOR. Cause shall constitute a breach of the obligations of either party to perform the obligations enumerated under this Agreement.
C. Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

21. 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 will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

22. MEDIATION

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. 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. 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.

24. ATTORNEY'S FEES AND COSTS

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 in both trial and appellate proceedings. Each party agrees to

pay its own court costs, investigative, and out-of-pocket expenses whether it is the prevailing party or not, through all levels of the court system.

25. 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 COUNTY and CONTRACTOR. 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 COUNTY and CONTRACTOR, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

26. 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.

27. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

28. 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.

29. 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.

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

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 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.

33. 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.

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. PUBLIC ENTITY CRIME INFORMATION 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 a public entity, may not be awarded or perform work as a Construction Manager, 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."

38. MUTUAL REVIEW

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

39. INCORPORATION OF BID DOCUMENTS

The terms and conditions of the bid documents are incorporated by reference in this contract agreement.

Remainder of page intentionally left blank

40. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR 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

Date: 12/24/2013

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLOIDA

By: Sylvia J. Murphy
Mayor

Date: 12/24/2013

Witnesses for CONTRACTOR:

_____
Signature

11-11-13 786-514-7513
Date

_____
Signature

11/11/13 954.802.8387
Date Telephone Number

_____
Signature of person authorized to legally bind Corporation

Date: 11-11-13

KERBY BLACK
Print Name

Address: 3461 NW 75TH TER
LAUDERHILL, FL 33319

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Date 11/15/13

VIVIANA LORENA CORREA
MY COMMISSION # EE122568
EXPIRES August 16, 2015
(407) 398-0153 FloridaNotaryService.com

EE122568

FILED FOR RECORD
2013 DEC 30 PM 12:53

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Public Works/Engineering

Bulk Item: Yes X No ___ Staff Contact Person: Doug Sposito 292-4416

AGENDA ITEM WORDING: Approval of a Six Month Lease Extension Agreement with Pamela Uslander for a mobile food concession at Higgs Beach.

ITEM BACKGROUND: On December 10, 2014 the BOCC approved a bid award one year agreement with Pamela Uslander for a mobile food concession at Higgs Beach.

PREVIOUS RELEVANT BOCC ACTION: On January 16, 2014, there was a discussion of a mobile food vendor at Higgs Beach. On January 31, 2014, the BOCC gave approval to advertise a Request For Proposals for mobile vendors at Higgs Beach. On October 17, 2014, the BOCC gave approval to negotiate with the highest rated, responsive, conforming respondent for a mobile food concession at Higgs Beach. On December 10, 2014, the BOCC approved a Bid award for a one year lease agreement with Pamela Uslander for a mobile food concession at Higgs Beach. At the December 09, 2015 BOCC there was a discussion whereas the Board agreed to consider an extension of the Original Agreement for 6 months in order to evaluate Lessee's performance.

CONTRACT/AGREEMENT CHANGES: Contract will commence January 01, 2016 and terminate June 30, 2016, unless terminated earlier under another paragraph of the Original Agreement. This Original Agreement may be renewed if Lessee has been current on all payments and obligations, at the County's discretion, for (2) two additional (2) two year terms upon written request by the LESSEE provided at least 60 days prior to termination of the extension period.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: 0 **INDIRECT COST:** _____ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: 0 **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes X No __ **AMOUNT PER MONTH** $200/min **Year** $2,400 minimum

APPROVED BY: County Atty JM OMB/Purchasing CB Risk Management

DOCUMENTATION: Included X Not Required _____

DISPOSITION: _____ **AGENDA ITEM #** _____
PW 4

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Pamela Uslander Contract #_____

Effective Date: January 01, 2016

Expiration Date: June 30, 2016

Contract Purpose/Description:
Six Month Extension Lease Agreement for a mobile food vendor at Higgs Beach

Contract Manager: Alice Steryou (Name) 4549 (Ext.) Facilities Maint/Stop #1 (Department/Stop #)

for BOCC meeting on 01/20/16 Agenda Deadline: 01/05/16

CONTRACT COSTS

Total Dollar Value of Contract: $ 1,200/6 mo. min Current Year portion: $ 1,200.00 six mo min

Budgeted? Yes ☒ No ☐ Account Codes: ____-- $200.00/mo. min

Grant: $ N/A

County Match: $ N/A 001-____-____-____-____-____-____-____-____-____

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	1/5/16	Yes ☐ No ☑		1/5/16
Risk Management	1·5·16	Yes ☐ No ☑		1·5·16
O.M.B./Purchasing	1/5/16	Yes ☐ No ☑		1/5/16
County Attorney	1/5/16	Yes ☐ No ☒		1/5/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

LEASE AGREEMENT EXTENSION
FOR HIGGS BEACH CONCESSION

THIS LEASE AGREEMENT EXTENSION is made and entered into on the 20th day of January 2016, by and between MONROE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as County or Lessor, and Pamela Uslander hereinafter referred to as Lessee or Tenant;

WHEREAS, the Lessor is the owner of the Higgs Beach Park, hereafter Beach, that has space(s) available for mobile concessions; and

WHEREAS, on the 10th Day of December 2014 Lessor entered into a Concession Agreement (Original Agreement) with Lessee granting the right to operate a concession at Higgs Beach at Key West, Florida, and

WHEREAS, the Original Agreement allowed the Lessee to renew the lease upon providing a request, in writing, at least 60 days prior to termination of the Original Agreement; and

WHEREAS, Lessee had fallen behind on the payment of the required rental and fees and had failed to timely provide said written request and appeared before the County Commission at its December 9, 2015 regularly scheduled board meeting; and

WHEREAS, Lessee became current on all payments prior to appearing before the Board on December 9, 2015; and

WHEREAS, the Board agreed to a extend the Original Agreement for 6 months in order to evaluate Lessee's performance; now, therefore

IN CONSIDERATION of the premises and of mutual covenants and promises hereinafter contained, the parties hereto do hereby agree as follows:

Section 1. Term - This lease agreement extension will take effect on the 1st day of January 2016, and will terminate on the 30th day of June 2016, unless terminated earlier under another paragraph of the Original Agreement. This Original Agreement may be renewed if Lessee has been current on all payments and obligations, at the County's discretion, for (2) two additional (2) two year terms upon written request by the LESSEE provided at least 60 days prior to termination of the extension period.

Except as set forth in Section 1, all other provisions of the December 14, 2014 Original Agreement not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this agreement to be executed by a duly authorized representative.

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA
By _____
Mayor/Chairman

LESSEE:

ATTEST:

By _____
Pamela Uslander

By: _____

Title: Owner

Title: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 1/5/16

COPY

Item C-21

LEASE AGREEMENT
FOR HIGGS BEACH CONCESSION

THIS LEASE AGREEMENT is made and entered into on the 10th day of December 2014, by and between MONROE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as County or LESSOR, and Pamela Uslander, hereinafter referred to as LESSEE or Tenant;

WHEREAS, LESSOR is the owner of Clarence Higgs Beach Park, hereafter Beach or Premises, that has space(s) available for mobile concessions; and

WHEREAS, County advertised via the competitive solicitation process a Request for Proposals (RFP) for Mobile Retail Merchandise and Food Concessions at Higgs Beach, through which the LESSEE was deemed the highest ranked responsive, conforming bidder, and

WHEREAS, LESSOR desires to grant to LESSEE the right to operate a concession at Higgs Beach at Key West, Florida, and

WHEREAS, LESSEE desires to enter into such a lease and represents to the LESSOR that it is qualified to operate a concession and has the financial resources to undertake such an operation; now, therefore

IN CONSIDERATION of the premises and of mutual covenants and promises hereinafter contained, the parties do hereby agree as follows:

1. Premises - LESSOR hereby leases to LESSEE a mobile vendor space within the boundary of Clarence Higgs Beach Park (Exhibit A) for use as a Concession. The mobile vendor must park in a designated parking space at least 50 feet away from existing park vendors.

2. Lease Documents – The lease documents, of which this agreement is a part, consists of the lease documents, which are as follows: This agreement and any amendments executed by the parties hereafter, together with the RFP, the response to the 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.

3. (a) The LESSEE will sell paletas, a frozen treat made from fruit and cream, via a mobile food cart. The County reserves the right to reject any items it finds inappropriate, objectionable or not in the best interests of the County. LESSEE is permitted to employ entertainment in the form of a tape/CD, IPod, or internet sound system. Other forms of entertainment may be permitted with the written consent of the Director, Public Works & Engineering or his designee. Where permitted, no sound source shall be permitted that is so loud that it emanates outside of the LESSEE's concession space.

(b) The LESSEE must comply with all the applicable requirements of the statutes, rules, ordinances, regulations, orders and policies of the federal, state, county and city governments either in effect on the effective date of this lease or later adopted.

(c) LESSEE shall be required to obtain Monroe County and City of Key West Occupational Licenses before beginning operations. LESSEE shall also be responsible for obtaining any additional licenses which may be required by LESSEE's operations at Higgs Beach before beginning operations. A copy of all licenses must be provided to the County's contract manager within 15 days of contract award.

(d) Notwithstanding anything herein contained that may be or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the LESSOR herein reserves the right to grant similar privileges to another LESSEE or other LESSEE on other parts of Higgs Beach.

4. Term - This lease agreement will take effect on the 1st day of January 2015, and will terminate on the 31st day of December 2015, unless terminated earlier under another paragraph of this agreement. This lease may be renewed, at the County's discretion, for (2) two additional (2) two year terms upon written request by the LESSOR, which will be provided at least 60 days prior to termination of the lease.

5. Rental and Fees

(a) RENT: LESSEE agrees to pay LESSOR rent in the amount of $ 100.00 per month, for retail concession space. Rental payments are due by the 1st day of the month for which the rent is due.

(b) Percent (%) GROSS TAXABLE SALES: In addition to the monthly rental payment, LESSEE agrees to pay LESSOR 5% of the annual gross revenues or a guaranteed minimum annual fee of $1,200.00, whichever is greater, generated by LESSEE's operations. Annual gross revenues are determined on a calendar year basis. A calendar year shall run from January 1st through December 31st inclusive. Payment of charges under this subparagraph shall be made in monthly installments. A statement, including proof of monthly revenue and a log documenting hours of operation, shall be provided by the LESSEE to the LESSOR each month. LESSEE shall remit the greater amount of either 5% of gross taxable sales or 1/12 of the annual guaranteed minimum ($100.00) monthly on an arrears basis. Payment shall be made no later than the 25th day of the month payment is due, i.e. January payment by February 25, February by March 25, etc. In the event the total amount paid during any calendar year period is less than the greater of the fees set forth in this contract, LESSEE shall remit the difference by February 28 of the year subsequent to the calendar year for which the charge is due.

(c) LESSEE shall open the operation for business on January 1, 2015.
LESSEE MUST OPEN FOR BUSINESS WITHIN 14 DAYS OF THE EFFECTIVE DATE

(d) 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. An annual operating statement prepared by a Certified Public Accountant must be provided to the LESSOR on or before February 28 of the following year.

(e) The LESSEE must pay all assessments, taxes, including sales taxes, levied by any governmental body with the power to impose assessments or taxes. The LESSEE must provide

the County with the sales tax records for each year on or before February 28 of the following year.

(f) The LESSEE must provide all items and equipment needed for the operation including, but not limited to: vehicle and/or mobile cart, shelving, display cases, tables, chairs, refrigeration units, etc. LESSEE'S items and equipment must be removed from the premises at the end of each day.

(g) Notwithstanding anything set forth in paragraph 9 of this agreement, if the LESSEE fails to pay any rents or fees due under this lease within 15 days after the LESSOR notifies the LESSEE in writing that the rent or charge is overdue, then the LESSOR may, in its discretion, either immediately or later, expel the LESSEE and any persons claiming the premises by or through the LESSEE, and remove any of the LESSEE's effects without being guilty of trespass and without prejudice or waiver to any other available remedy the LESSOR might have for the recovery of the rent or charges due from the LESSEE. Upon the LESSEE'S expulsion, this lease will terminate. However, the LESSEE'S obligation to pay the rent or charges due will survive the termination. Overdue rent and charges will accrue interest beginning on the 16th day after the LESSEE was notified in writing by the LESSOR that the renter charges were overdue. The interest rate will be that established by the Comptroller under Sec. 55.03, F.S., for the year in which the rent or charge first became overdue.

6. The LESSEE agrees to furnish good, prompt and efficient service to meet all demands for concession service at the Beach. The operation must be open for service 365 days per year and will operate from 10:00 a.m. to sunset, as a minimum. The hours can be revised by mutual consent. For purposes of setting up the concession in the morning and closing the concession in the evening, LESSEE may arrive one half hour prior to, and depart no later than one half hour after, the hours of operation. **LESSEE'S MOBILE CONCESSION WILL NOT OTHERWISE BE LOCATED ON HIGGS' BEACH FOR ANY REASON.**

7. (a) The LESSEE must provide an adequate number of covered metal waste containers at its operation. LESSEE shall provide separate containers for waste and for recyclables. LESSEE must deposit all trash, waste and recyclables in those containers for proper disposition of the waste and recyclables at the place designated by the LESSOR.

(b) No signs, advertising, or awnings may be erected by the LESSEE, unless they are approved by the Director, Public Works & Engineering or his designee in writing.

(c) The LESSEE is responsible for the maintenance of the LESSEE's operation, including the equipment used by LESSEE and/or offered for rental.

8. Except as otherwise provided herein, the LESSOR may cancel this agreement when, after giving the LESSEE 30 days written notice that an act of default has occurred, the LESSEE fails or cannot cure the following:

(a) The appointment of a receiver of the LESSEE's assets.

(b) The divestiture of the LESSEE's interest in the lease by court order or other operation of law.

(c) The LESSEE's abandonment of the operation. Failure to open the operation and keep it open during the business hours described in this agreement for seven (7) consecutive days shall constitute abandonment.

(d) The failure of the LESSEE to timely perform any of the obligations required of it under this agreement.

No waiver of default by the LESSOR of any of the obligations required of the LESSEE under this agreement may be construed as a waiver of any subsequent default of any of the obligations that are required to be performed, kept or observed by the LESSEE. The LESSOR's waiver of an act of default by the LESSEE is not a waiver of the right of the LESSOR to later cancel this agreement because of the LESSEE's failure to subsequently perform an obligation or obligations under this lease agreement.

9. If the LESSEE is not in default of its obligation to pay the rent and the charges, then the LESSEE may cancel this agreement when, after giving the LESSOR 30 days written notice of an act of default, the LESSOR fails or cannot cure, or fails to timely perform, the obligations required of it under this lease agreement.

10. (a) Before entering the premises, the LESSEE must obtain insurance in the amounts and according to the conditions described as follows:

The LESSEE will be responsible for all necessary insurance coverage which includes, at a minimum:

~~-Worker's Compensation -$100,000 Bodily Injury by Accident;~~
~~-$500,000 Bodily Injury by Disease, policy limits;~~
~~-$100,000 Bodily Injury by Disease, each employee~~
~~-Vehicle Liability -$100,000 combined single limit~~
General Liability -$300,000 combined single limit

Certificates of Insurance must be provided to Monroe County within fifteen days after award of proposal. If the proper insurance forms are not received within the fifteen days, proposal may be awarded to the next selected respondent. LESSEE cannot begin operating until Certificates of Insurance have been received by the County.

The Monroe County Board of County Commissioners will be included as "Additional Insured" on all policies, except workers compensation, issued to satisfy the above requirements. All forms of insurance required above shall be from insurers acceptable to the County.

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 days prior notification is given to the County by the insurer.

(b) The LESSEE must keep in full force and affect the insurance described during the term of this agreement. If the insurance policies originally purchased that meet the requirements are canceled, terminated or reduced in coverage, then the LESSEE must immediately substitute complying policies so that no gap in coverage occurs.

(c) The insurance required of the LESSEE in this paragraph is for the protection of the County, its property and employees, and the general public. The insurance requirement is not, however, for the protection of any specific member of the general public who might be injured because of an act or omission of the LESSEE. The insurance requirements of this paragraph do not make any specific injured member of the general public a third party beneficiary under this agreement. Therefore, any failure by the County to enforce this paragraph, or evict the LESSEE if the LESSEE becomes uninsured or underinsured, is not a breach of any duty or obligation owed to any specific member of the general public and cannot form the basis of any County liability to a specific member of the general public or his/her dependents, or estate or heirs.

(d) Notwithstanding anything set forth in paragraph 9 of this agreement, the LESSOR may treat the LESSEE in default if the LESSEE, after entering the premises but before beginning its operation, does not have the insurance required by subparagraph 11(a). Before the County may terminate the agreement in this situation, the County must give the LESSEE a written notice of the default stating that, if the required insurance is not obtained within ten (10) days of the LESSEE's receipt of notice, then the County will cancel this agreement. The County may treat the LESSEE in default and cancel this agreement if the LESSEE, after starting the operation, fails to keep in full force and effect the insurance required by subparagraph 11(a). Before treating the LESSEE in default and terminating the agreement in this situation, the County need only provide the LESSEE 24-hour notice by FAX or overnight courier. The County may, but need not, provide LESSEE with an opportunity to cure the default.

11. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the LESSOR herein reserves the right to grant similar privileges to another LESSEE or other LESSEEs on other parts of the Beach.

12. At the end of this agreement (or any renewal), the LESSEE's right to the premises, the use of Beach facilities, and any other right or privilege granted under this agreement ceases. All equipment, improvements, furnishings and other property of the LESSEE at the premises are personal to the LESSEE and remain the property of the LESSEE and must be removed by him. The LESSEE must also restore the premise to its original condition, ordinary wear and tear and damage by causes beyond the control of the LESSEE excepted.

13. LESSOR may enter upon the premises at any reasonable time, with advance notice, for any purpose connected with the performance of the LESSOR's obligations under this agreement or in the exercise of its governmental functions.

14. The LESSEE may not assign this agreement, or any part of it, or sublease the premises, or any portion of the premises, without the written approval of the LESSOR. The change of the LESSEE's status from an individual to a partnership or corporation is an assignment under this paragraph requiring the LESSOR's approval. If the LESSEE is approved to do business in the corporate form, any assignment of a controlling interest in the corporate stock is also an assignment under this paragraph that requires the LESSOR's approval. All the obligations of this agreement will extend to the legal representatives, successors and assigns of the LESSEE and LESSOR.

15. Hold Harmless - Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, LESSEE 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 LESSEE or any of its employees, agents, contractors or other invitees during the term of this lease, (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 County 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.

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. 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 VII 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 based of disability; 10) Secs. 13-101, et seq., Monroe County Code, relating to discrimination based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identify 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.

17. 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. 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.

18. Binding Effect - The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of LESSOR and LESSEE and their respective legal representatives, successors, and assigns.

19. 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.

20. 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 Agreement by Florida law.

21. 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.

22. 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 the only interest of each is to perform and receive benefits as recited in this Agreement.

23. 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.

24. No Solicitation/Payment - 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 this provision, LESSEE agrees that 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.

25. Non-Waiver of Immunity - Notwithstanding the provisions of Sec. 768.28, Florida Statues, 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 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.

26. 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 Agreement within the territorial limits of the LESSOR 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 LESSOR.

27. 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 LESSOR, except to the extent permitted by the Florida Constitution, State Statute, and case law.

28. 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 LESSEE agree that neither the LESSOR nor 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.

29. 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.

30. 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.

31. 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.

32. Other Use - LESSEE shall not use or permit the use of the premises or any part thereof for any purpose or use other than an authorized by this agreement.

33. Paragraph Headings - Paragraph headings herein are intended only to assist in reading identification and are not in limitation or enlargement of the content of any paragraph.

34. Notices - Any notice of other communication from either party to the other pursuant to this agreement is sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following addresses:

For LESSOR:

Patricia (Trish) Smith, AICP
Monroe County Public Works & Engineering Division
102050 Overseas Highway, Suite 212
Key Largo, FL. 33037

For LESSEE:

Pamela Uslander
102 E. Crest Avenue
Bensenville, Ill. 60106

And

County Attorney
1111 12th Street, Suite 408
Key West, Fl. 33040

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

35. 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.

36. 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, 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.

37. Mutual Review - This agreement has been carefully reviewed by the LESSEE and the LESSOR. Therefore, this agreement is not to be construed against either party on the basis of authorship.

38. Final 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.

IN WITNESS WHEREOF, each party has caused this agreement to be executed by a duly authorized representative.

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA
By _____
Mayor/Chairman

LESSEE:

ATTEST:

By: Lindsay Ballard

Title: Deputy Clerk

By _____
Pamela Uslander
Title: Owner 11/20/14

OFFICIAL SEAL
TEKOLYA F BROWN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES

12/5/14

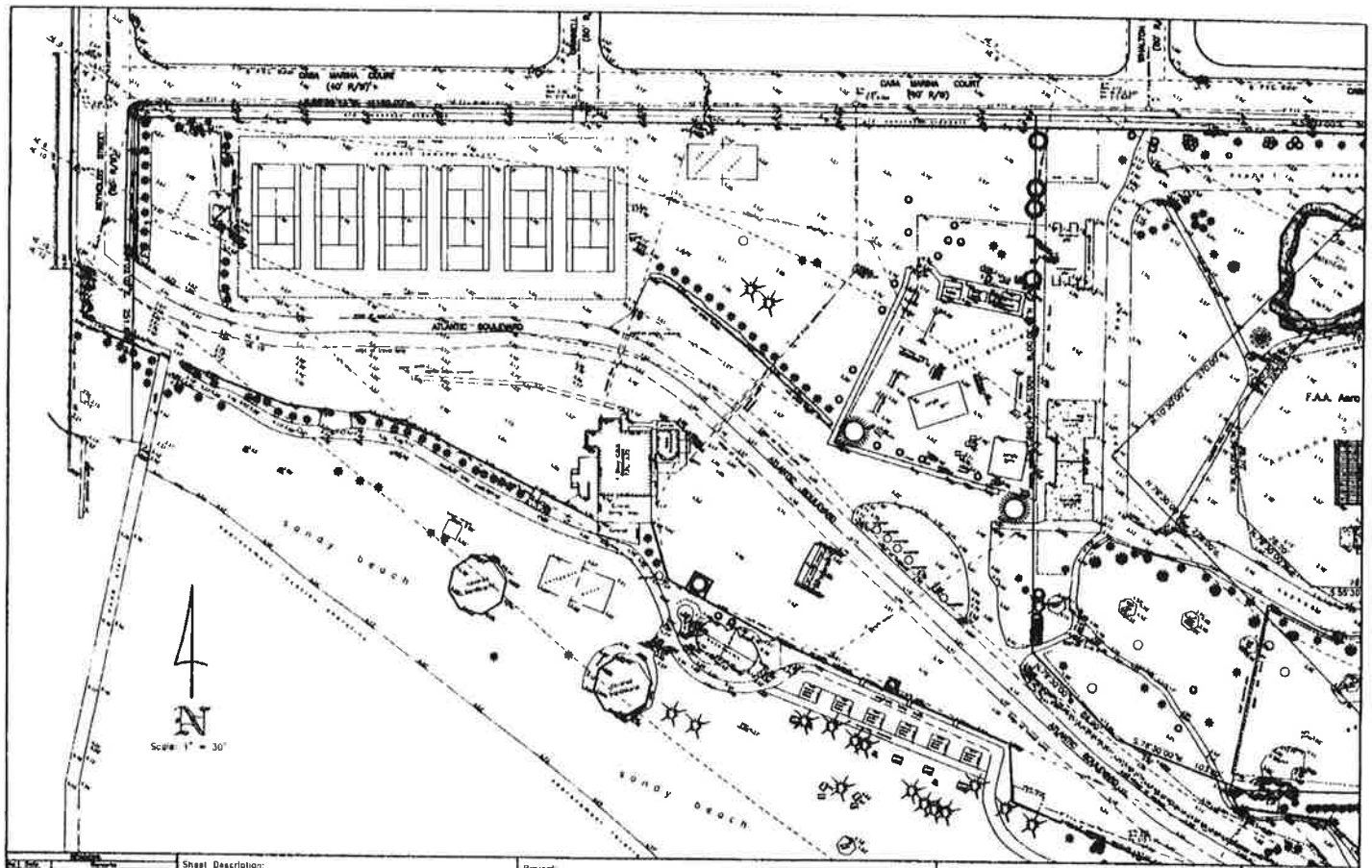
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
ASSISTANT COUNTY ATTORNEY
Date 11/17/14

OFFICIAL SEAL
TEKOLYA F BROWN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES

Tekolya F Brown 11-20-14

EXHIBIT A

HIGGS BEACH BOUNDARY SURVEY

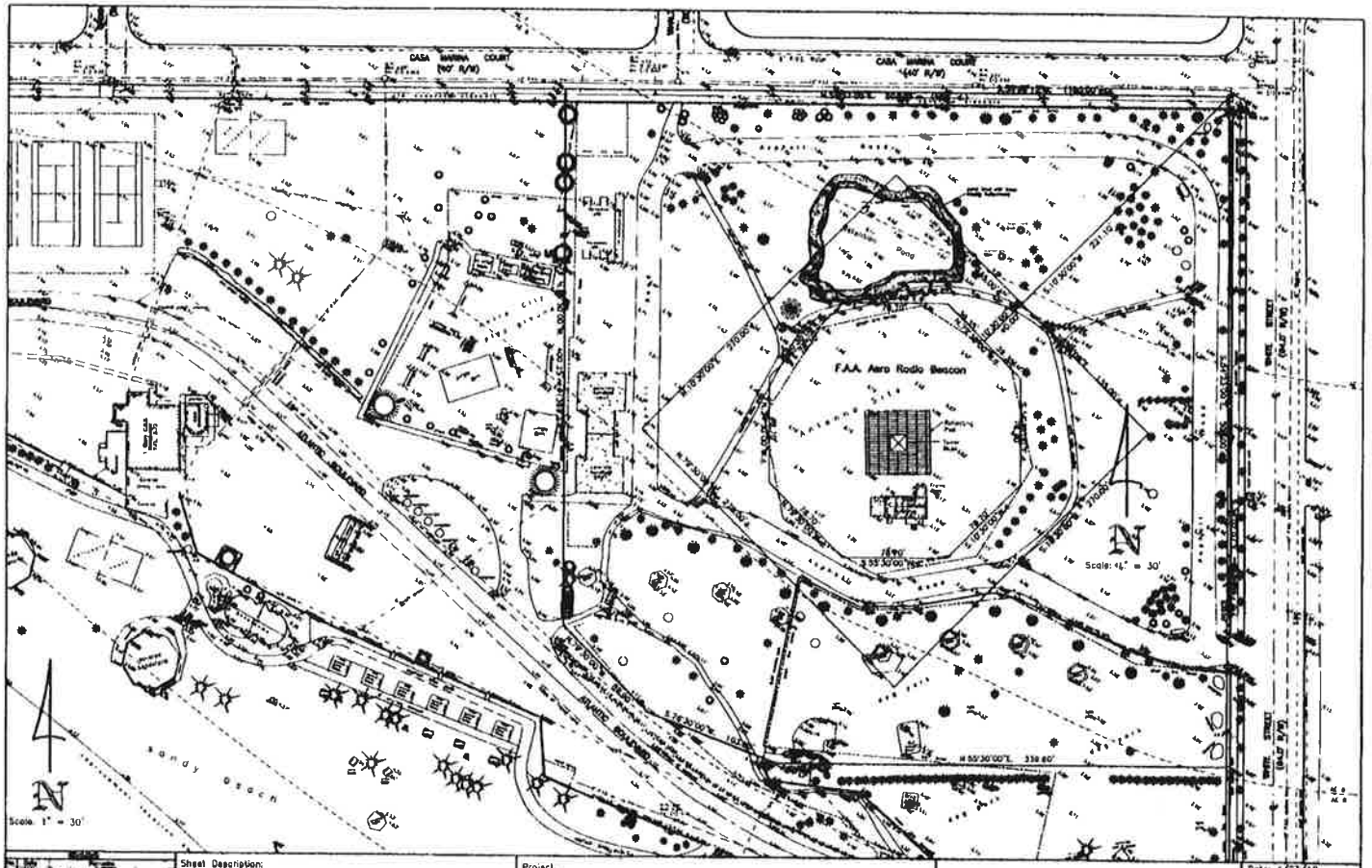


Sheet Description:
Boundary & Topographical Survey

Project:
Higgs Beach
Atlantic Blvd.
Key West, Fl. 33040

ISLAND SURVEYING INC.
Engineers Planners Surveyors
3152 Northside Drive #201, Key West, Florida 33040
(305) 293-0466 Fax (305) 293-0237
fhidesb1@bellsouth.net

Date: 4/23/10
Designed:
Drawn: FSH & CRF
Checked: FSH
Dwg. No. 10-181
Sheet No. 2 of 5



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Date: 1/23/10
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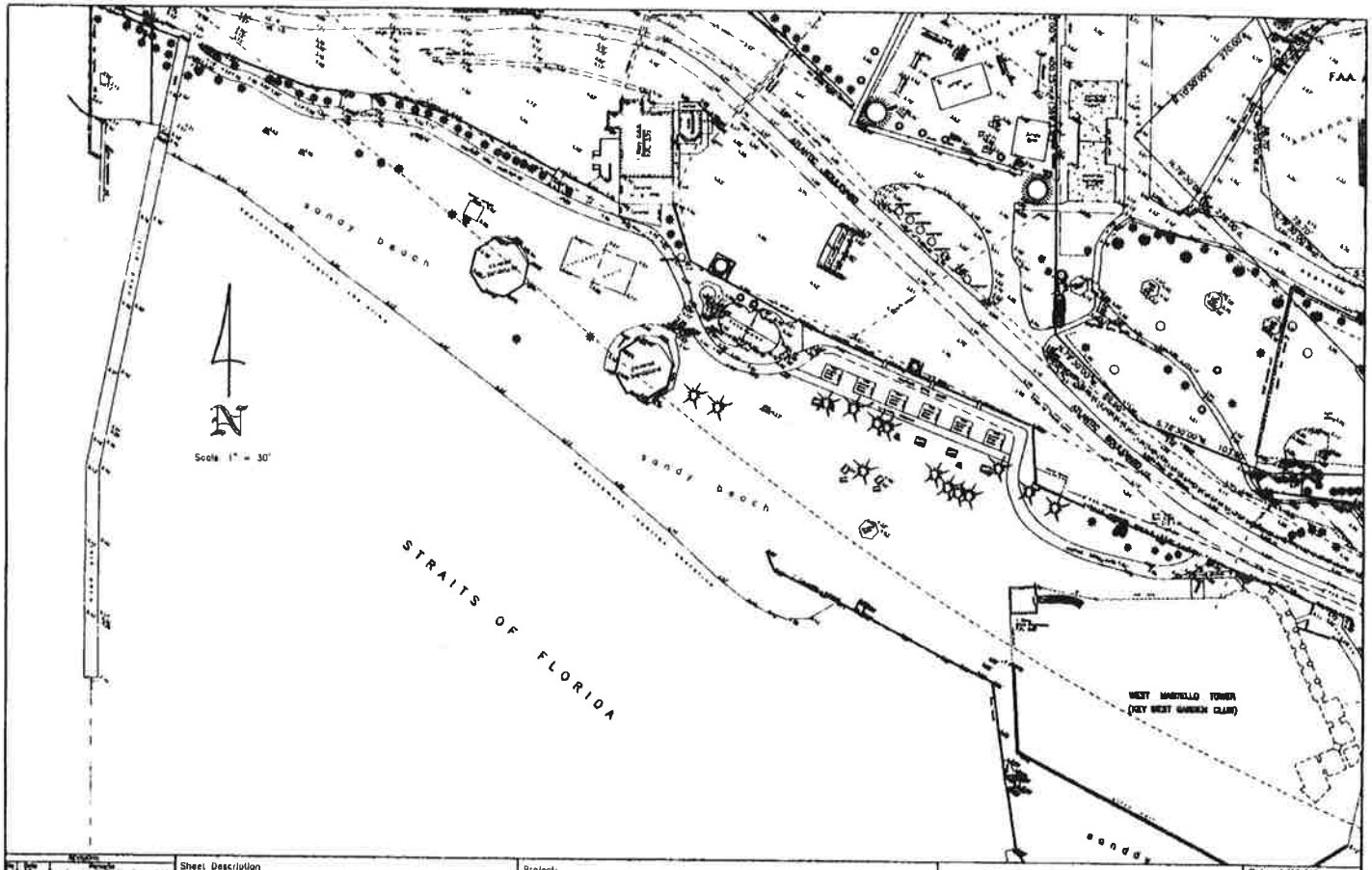
Drawn: FHS & ORF
Checked: FHS
Dwg No. 10-181
Sheet No 3 of 5



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Date 4/23/10
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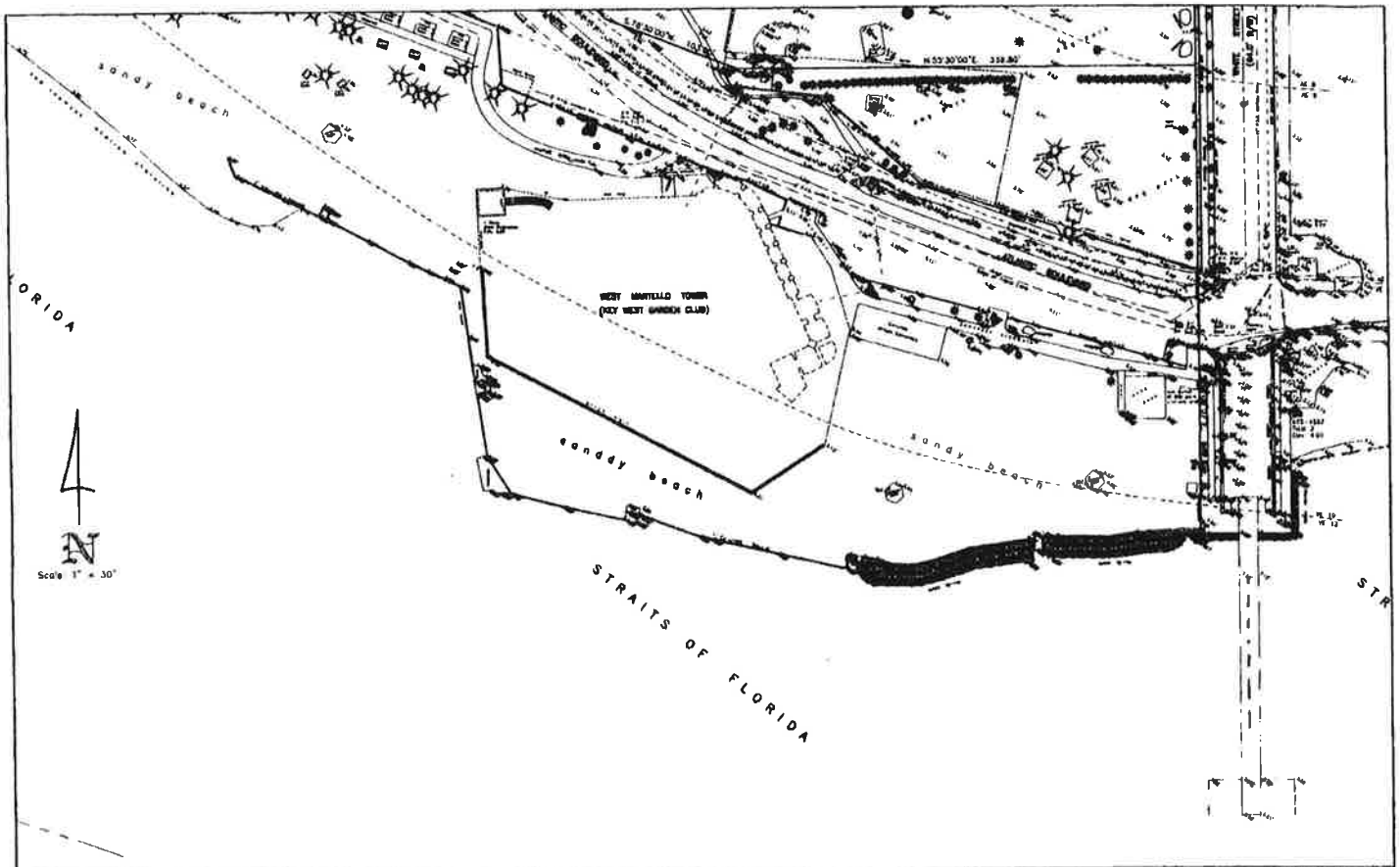
Drawn FHH & DBF
Checked FHH
Dwg No 10-181
Sheet No 4 of 5



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Date: 4/23/10
Designed:
Drawn: EHH & DBF
Checked: EHH
Dwg No. 10-181
Sheet No. 4 of 5

PARTIAL LEGAL DESCRIPTION
A certain tract of land lying and being in Monroe County, Florida, on the Island of Key West. Being all the lands within the following metes and bounds except the described Enclave

From the Point of Start (P.O.S.), said point being at the intersection of the Westerly line of White Street and the Southerly line of Casa Marina Court and being marked by a ½ inch copper bolt set in the top of a concrete monument, proceed S 10 degrees 30'W, 221.1 feet to a point, said point being the Point of Beginning (P.O.B), thence S 79 degrees 30' E, 135.0 feet to a point, thence S 10 degrees 30' W, 270.0 feet to a point, thence N 79 degrees 30' W, 270.0 feet to a point, thence N 10 degrees 30' E, 270.0 feet to a point, thence S 79 degrees 30'E, 135.0 feet to the Point of Beginning. Excepted from the lands thus bounded is an Enclave being described as follows: Starting from the above described Point of Beginning, proceed S 10 degrees 30'W, 40.0 feet to a point, said Point being the Point of Beginning to the Enclave, thence S 79 degrees 30' E, 39.35 feet to a point, thence S 34 degrees 30' E, 78.70 feet to a point, thence S 10 degrees 30' W, 78.70 feet to a point, thence N 34 degrees 30' W, 78.70 feet to a point, thence S 79 degrees 30'E 39.35 feet to the Point of Beginning of the Enclave

The net area of the lands herein described (Parcel within outer bounds less enclave) being 0.91 acres more or less

A certain tract or parcel of land lying and being in Monroe County, Florida, on the Island of Key West, being all the lands within the following metes and bounds except an enclave described as follows.

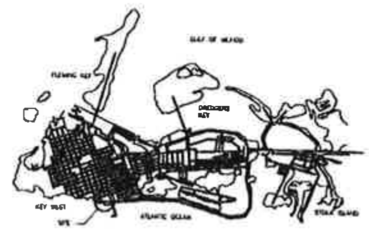
From a Point of Beginning (P.O.B.) said point being in the westerly line of White Street approximately 400 feet southerly from the County Road and being marked by a ½ inch copper bolt set in the top of a concrete monument set at the Northeast corner of the boundary fences, proceed S 34 degrees 33' East, 500 feet to a point in the Westerly line of White Street, thence S55 degrees 30'W, 333.8 feet to a point, thence S 78 degrees 30' W, 103.3 feet to a point, thence N79 degrees 30'W, 89.9 feet to a point, thence N 34 degrees 30'W, 398.2 feet to a point in the Southerly boundary of Casa Marina Court, thence N 55 degrees 27'E, 500 feet to the Point of Beginning. Excepted from the lands thus bounded is an enclave being more particularly described as follows: Starting from the above described P.O.B., proceed S 10 degrees 30'W, 321.1 feet to a point, said point being the point of beginning of the Enclave, thence S 79 degrees 30'E 135.0 feet to a point, thence S 10 degrees 30'W, 270.0 feet to a point, thence N 79 degrees 30'W, 270.0 feet to a point, thence S 79 degrees 30'E, 135.0 feet to the Point of Beginning of the enclave

The net area of the lands herein described (Parcel within outer bounds less enclave) being 4 acres more or less

There is a reserved from this grant an easement 15 feet wide from the public road to the Enclave as it exists on March 15, 1973, and a 10 foot wide easement for buried electrical cable running northeasterly approximately 30 feet from the northeast corner of the Enclave to the boundary of White Street. The access road may be relocated at the expense of the Grantee with the consent of the Grantor

There are excepted from this conveyance and reserved to the Grantor, and its assigns, all oil, gas and other minerals in, under and upon the lands herein conveyed, together with the rights to enter upon the land for the purpose of mining and removing the same

This conveyance is made subject to any and all existing rights of way, easements and conveyance and agreements affecting the above described premises whether or not the same may appear of record



LOCATION MAP

SURVEYOR'S NOTES:

North arrow based on State Plane Coordinate System
Reference Bearing: State plane Coordinate System
3.4 denotes existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark No: 872-4327 Label 3 Elevation: 4.21

Monumentation:
● = Fnd 1/2" Iron Pipe, P.L.S. No. 2749
▲ = Set P.K. Nail, P.L.S. No. 2749

Abbreviations:

Sty. = Story
R/W = Right-of-Way
fd = Found
p = Plat
m = Measured
O.R. = Official Records
Sec = Section
Twp = Township
Rge = Range
N.T.S. = Not to Scale
℄ = Centerline
Elev. = Elevation
B.M. = Bench Mark
P.O.C. = Point of Commence
P.O.B. = Point of Beginning
Elec. = Electric
Tel. = Telephone
O.L. = On Line
C.L.F. = Chain Link Fence
A/C = Air Conditioner

o/h = Overhead
u/g = Underground
F.FL. = Finish Floor Elevation
L.B. = Low Beam
Irr = Irregular
conc = concrete
I.P. = Iron Pipe
C.B. = Concrete Block
C.B.S. = Concrete Block Stucco
cov'd = Covered
wd. = Wood
w.m. = Water Meter
f.h. = Fire Hyd
C = Catch Basin

Field Work performed on: 4/1/10-6/1/10

CERTIFICATION

I HEREBY CERTIFY that the attached BOUNDARY & TOPOGRAPHICAL SURVEY is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida
NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

No.	Date	Remarks
1	8/3/11	[illegible]

Sheet Description.
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fhildeb1@bellsouth.net

Date: 4/23/10
Designed:
Drawn: FHH & DRF
Checked: FHH
Dwg No.: 10-181
Sheet No. 5 of 5

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016

Division: Public Works/Engineering

Bulk Item: Yes X No ___

Department: Facilities Maintenance

Staff Contact Person: Doug Sposito, 305 292-4416

AGENDA ITEM WORDING: Approval of 1st Amendment Agreement of 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 BACKGROUND: On November 18, 2014 the BOCC approved a (2) two year bid award agreement with (3) three optional (1) one year period renewals with E E & G Environmental Services for professional beach cleaning, maintenance and beautification, Higgs Beach, Key West EE & G has requested an annual CPI-U adjustment.

PREVIOUS RELEVANT BOCC ACTION: On November 18, 2014, the BOCC approved award of bid and contract with E E & G Environmental Services, LLC.

CONTRACT/AGREEMENT CHANGES: Monthly fees will increase by .8%, the CPI-U at December 31, 2014. The contract amount is adjusted **.8%** from $11,154.42/mo. to **$11,243.66/mo.**, (including equipment costs and dumping fees) and from $695.00 per hour emergencies to **$700.56/hr** with an effective date of December 01, 2015.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $134,923.92/yr **INDIRECT COST:** _____ **BUDGETED:** Yes X No ___
Monthly: $11,243.66
Emergencies: $ 700.56/hour

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: same **SOURCE OF FUNDS:** TDC

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

APPROVED BY: County Atty KH 1/25/16 OMB/Purchasing CB Risk Management MK

DOCUMENTATION: Included X Not Required ____

DISPOSITION: _____ **AGENDA ITEM #** _____
Pw 5

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: E E & G Environmental Services, LLC

Contract #_____

Effective Date: December 01, 2015

Expiration Date: November 30, 2016

Contract Purpose/Description: Approval of CPI-U adjustment by the CPI-U at December 31, 2014 with E E & G Environmental Services, LLC for beach cleaning, maintenance and beautification of Higgs Beach, Key West including the children's fenced in play area/beach side on weekends (Saturdays and Sundays).

Contract Manager: Alice Steryou (Name) | 4549 (Ext.) | PW Eng. Faclities Maint/Stop #1 (Department/Stop #)

for BOCC meeting on 01/20/16 Agenda Deadline: 01/05/16

CONTRACT COSTS

Total Dollar Value of Contract: $ 134,923.92 Current Year Portion: $ 112,436.60

Budgeted? Yes☒ No☐ Account Codes: 01-77040-530-460- TM67102X

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	1/5/16	Yes☐ No☑		1/5/16
Risk Management	1.5.16	Yes☐ No☑		1.5.16
O.M.B./Purchasing	1/5/16	Yes☐ No☑		1/6/16
County Attorney	1/5/16	Yes☐ No☑		1/5/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

FIRST AMENDMENT AGREEMENT
PROFESSIONAL BEACH CLEANING, MAINTENANCE AND BEAUTIFICATION HIGGS BEACH, KEY WEST, MONROE COUNTY, FLORIDA

THIS FIRST AMENDMENT AGREEMENT is made and entered into this ____ day of January, 2016, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **EE&G ENVIRONMENTAL SERVICES, LLC.** ("CONTRACTOR"), a Florida limited liability company, whose address is 5751 Miami Lakes Drive East, Miami, Lakes, FL 33014 and 6810 Front Street, Key West, FL 33040.

WHEREAS, the parties hereto did on November 18, 2014 enter into an agreement to provide 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). Monroe County, Florida, (hereinafter "Original Agreement"); and

WHEREAS, the parties have found the Original Agreement to be mutually beneficial and;

WHEREAS, the parties find that it would be mutually beneficial to enter into this first amendment agreement; now therefore

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. In accordance with Paragraphs 3 and 4 of the Original Agreement, the County exercises the option to amend the agreement and the amount shall be adjusted in accordance annually with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics at December 31 of the previous year of .8% with payments increasing from $11,154.42 per month to **$11,243.66** per month; from $133,853.04 to **$134,923.92** annually; and from $695.00 per hour emergencies to **$700.56** with an effective date of **December 1, 2015.**

2. Except as set forth in paragraph 1 of this First Amendment Agreement, in all other respects, the terms and conditions set forth in the Original Agreement 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: _____

WITNESSES for CONTRACTOR:

_____
Signature

_____
Date

_____
Signature

_____
Date

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Date: _____

E E & G ENVIROMENTAL SERVICES, LLC

_____
Signature of person authorized to legally bind Company

Date: _____

_____
Print Name

Address: _____
Telephone: _____

Date
CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

EE&G
Environmental Services, LLC.

5751 Miami Lakes Drive
Miami Lakes, Florida 33014-2417
Tel (305) 374-8300
Fax (305) 374-9004

December 3, 2015

Ms. Alice Steryou
Monroe County Public Works/Engineering
Facilities Maintenance Contract Monitor
Gato Building – 2nd Floor, Room 2-216
1100 Simonton Street
Key West, FL 33040

Re: *Professional Beach Cleaning. Maintenance and Beautification*
Higgs Beach, Key West, Monroe County, Florida

Dear Ms. Steryou:

In accordance with Article 4 of the Agreement for Professional Beach Cleaning, Maintenance and Beautification Higgs Beach, Key West, Monroe County, Florida dated November 18, 2014, EE&G Environmental Services, LLC is requesting an increase in its beach cleaning services for the second year of the contract running from December 1, 2015 and ending on November 30, 2016. The agreement states; "The Contract amount maybe adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics at December 31 of the previous year using the most recently published indicator." The CPI-U for December 2014 was 0.8%.

Therefore, EE&G is requesting the following Contract fees for year 2 of the Contract:

- Monthly Beach Cleaning Fee: $11,243.66 per month regular hours seven days per week (including equipment costs and dumping)
- Emergency Fee: $700.56 per hour emergencies (ex. Post-hurricanes, including equipment costs & dumping fees)

Please contact me at (305) 374-8300 or cbailey@eeandg.com, if you have any questions.

Sincerely,

Carolyn Bailey
Vice President

cc: Hugh Spinney

COPY

BID AWARD AGREEMENT FOR
PROFESSIONAL BEACH CLEANING, MAINTENANCE AND BEAUTIFICATION
HIGGS BEACH, KEY WEST, MONROE COUNTY, FLORIDA

This Agreement is made and entered into this 18th day of NOVEMBER 2014, between MONROE COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **EE&G ENVIRONMENTAL SERVICES, LLC.** ("CONTRACTOR"), a Florida limited liability company, whose address is 5751 Miami Lakes Drive East, Miami, Lakes, FL 33014 and 6810 Front Street, Key West, FL 33040.

WHEREAS, COUNTY desires to provide professional beach cleaning, maintenance and beautification services at Higgs Beach, Key West, Monroe County, Florida, and

WHEREAS, CONTRACTOR desires and is able to provide professional beach cleaning, maintenance and beautification services at Higgs Beach, Key West, Monroe County, Florida; and

WHEREAS, it serves a legitimate public purpose for CONTRACTOR to provide professional beach cleaning, maintenance and beautification services at Higgs Beach, Key West, Monroe County, Florida, now therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. THE AGREEMENT

The Agreement consists of this document, the bid documents, exhibits, and any addenda only.

2. SCOPE OF THE WORK:

This project requires the furnishing of all labor, materials, equipment, tools, transportation, services, incidentals, all D.E.P. and the Army Corp. of Engineer's requirements and permitting, and the performing of all work necessary in accordance with the specifications as follows:

A. Required Services:

The required services to be performed by the Contractor shall be to clean and maintain the entire length and width of the designated public beach areas from the waters edge to the curb line or nearest edge of the pavement of the public road nearest to and paralleling the beach area including the area between the White Street Pier and West Martello Towers, seven days per week, weather and/or environmental conditions permitting and for the fenced in childrens' play area on the beach side on weekends (Saturdays and Sundays). See Exhibit "A" attached for a map detailing the beach cleaning area dimensions. Cleaning and maintaining includes daily seaweed and trash removal by the contractor. Proper disposal of seaweed shall be the contractor's responsibility. Cleaning and maintaining of the beach area is to be completed by 9:30 a.m. Higgs Beach must be cleaned using the Beach Tech 3000 machine or an equivalent (to be determined by the department head).

The contractor shall maintain all work areas within and outside the project boundaries free from any environmental pollution which would be in violation of any federal, state, or local regulations.

All debris, trash and seagrass removed from the beach shall be properly disposed of at an approved landfill and/or transfer station. The contractor shall provide copies of all dump tickets with the monthly invoice for the County's records.

Work is likely to be influenced by the tides. The tides can have an effect on the timing and work schedule. No extra claims shall be made for the tides or for other natural weather conditions.

The Contractor will coordinate the beach cleaning action with the FDEP, Office of Beaches & Coastal Systems, to ensure that the expertise and overall desires of the Department with respect to beaches and shores are included in the everyday cleaning operation, all in accordance with the requirements of Chapter 161, Florida Statues.

The Contractor shall obtain and maintain all necessary permits and approvals and shall comply with all federal, state and local laws and regulations concerning the subject matter of the Contract Documents.

B. Alert:

The Monroe County Board of County Commissioners has beach cleaning regulations in the Monroe County Code, Chapter 13, Article IV, regarding protection of sea turtles (attached). The Contractor shall use its best efforts to observe and to immediately notify the Sr. Director of Lower Keys Operations of any sea turtle nesting, attempted nesting or crawl activity in the contracted areas. The Contractor shall also coordinate and cooperate with State Agencies and sea turtle conservation groups during turtle nesting season. No beach cleaning activities shall take place during April 15 through October 31 until Save-a-Turtle representatives and/or the Contractors Certified Turtle Inspector, have walked the beaches.

C. Mechanized Equipment:

Each vehicle utilized on the beaches shall have sufficient lights to illuminate its working area. Each vehicle utilized on the beach shall be identified by a registration number, which has been assigned by the State of Florida. All mechanized equipment that will be transporting debris, trash, litter, seaweed, sand, and refuse to a disposal site, or to and from the beach areas, shall be registered with the Florida Department of Highway Safety and Motor Vehicles, and shall be enclosed or completely covered to prevent discharge. All vehicles transporting debris or equipment shall travel along major arterial roads. Residential roads or streets may not be used, except where no other means of ingress and egress are available.

The Contractor shall submit technical data of all beach cleaning equipment for review and approval by the Lower Keys Administrator of Buildings and Parks & Beaches. The cleaning process should not remove significant amounts of sand from the beach.

D. Debris, Trash and Litter Removal:

i. Debris, trash and litter removal, wood, plastic, glass, paper, tar, pine needles, palm fronds, coconuts, tree limbs, metal objects and other forms of debris, trash and litter deposited on the beach by the ocean or by bather usage, shall be raked up and removed to the disposal site on a daily basis.

ii. Trash Removal: Fixed or mobile trash containers of any nature; round, square, wood, or metal, provided by the County that are located anywhere on the sand and seaward of the curb or edge of the pavement of the nearest road paralleling the Beach area, shall be emptied and hauled to disposal site on a daily basis. Contractor is responsible to provide all trash bags for the containers provided by the County.

iii. Trash floating in the water behind seaweed shall also be removed per D.E.P. regulations.

E. Seagrass:

The Contractor shall rake up all seagrass including the tide level strand line whenever located on the beaches and haul it to the disposal site. The Contractor is responsible for disposing of seaweed in such a manner which would not be in violation of any federal, state, or local regulations.

When seaweed rack is greater than 10" in depth, the contractor shall use an initial cleaning method to supplement the final Beach Tech cleaning.

F. Emergency Services:

The Lower Keys Administrator of Buildings and Parks & Beaches shall contact the Contractor immediately when an emergency call is needed. The Contractor shall also notify the Lower Keys Administrator of Buildings and Parks & Beaches at 305-292-4431 immediately in the event of a facility emergency. The Contractor shall respond to all emergency calls which occur during normal working hours and holidays and weekends within three (3) hours of notification by the County. The Contractor shall invoice the County for after-hour, weekend and holiday emergencies based on the applicable hourly rate indicated in the contract.

G. Hazard Management:

The Contractor agrees to provide such hazard management services as the Owner's representative may request. The Contractor agrees to be available for the performing of such services on an emergency basis and shall respond to the request for the correction of such hazardous conditions, within a 24 hour period, such services shall be at additional hourly costs as established by the Bid Proposal, and include, but are not limited to, the shoring of eroding and deteriorated walkways by moving fill into place around them, grading storm-cut escarpments and removing threatening debris. Foreign material in excess of one ton which must be lifted at once is excluded from the Contractor's responsibility.

H. Protection of Air Quality

The air pollution likely to occur due to contractor's operations shall be minimized by, requiring the use of properly operating combustion emission control devices on contractor's vehicles and equipment and by encouraging the shutdown of motorized equipment not actually in use.

Trash burning will not be permitted on the constructions site.

I. Erosion Control and Beach Repair:

The Contractor shall possess equipment capable of providing certain beach repairs and erosion control measures. The beach is from time to time in need of certain measures for erosion control and repair and, accordingly, the Contractor agrees to provide the following services to the extent of reasonable capability:

i. Backfilling of washouts, particularly at the foot of any stairs or entrance ways.

ii. Grading of excess sand deposits.

iii. Grading of deep sand furrows and escarpments to a more easily navigated slope.

iv. Adding sand to and grading around beach structures.

v. Spreading sand provided by the County to replenish sand loss due to storms and/or erosion.

vi. Periodic placing and spreading sand on the beaches as directed by the Sr. Director of Lower Keys Operations.

J. Erosion Control:

The Contractor agrees to maintain the contour of the Beaches against further wave action, and to maximize the usable sandy portion of the beach for recreational enjoyment.

K. Hurricane Conditions:

In the event a hurricane, major storm, or act of God deposits unusual and excessive amounts of material on the beach, and the Owner's representative reasonably agrees that such deposits are indeed excessive, the Contractor shall respond to the owners request within twenty-four hours of notification.

L. Attorney's Fees:

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 in both trial and appellate proceedings. Each party agrees to pay its own court costs, investigative, and out-of-pocket expenses whether it is the prevailing party or not, through all levels of the court system.

M. Submittals:

Submittals are required for the following:

i. Beach Tech 3000 or equivalent (as approved by the Sr. Director) – data sheets

ii. Schedule

iii. Florida Department of Environmental Protection, Office of Beaches & Coastal Systems Beach Cleaning Permit

iv. Front End Loader with long pronged bucket

v. Dump Truck

vi. Beach tilling contractor and equipment

vii. Seaweed disposal plan

Sec. 13-61. Definitions.

(a) *Adjacent waters* means waters abutting a nesting area and extending three hundred (300) feet to either side of it, and out to either three hundred (300) yards offshore or the limits of the property line, whichever is further.

(b) *Artificial light* or *artificial lighting* means the light emanating from any man-made or man-controlled device.

(c) *Beach* means the zone of unconsolidated material that extends landward from the mean low-water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

(d) *Beach berm* means a bare, sandy shoreline with a mound or ridge of unconsolidated sand that is immediately landward of, and usually parallel to, the shoreline and beach. The sand is calcareous material that is the remains of marine organisms such as corals, algae and molluscs. The berm may include forested, coastal ridges and may be colonized by hammock vegetation.

(e) *Bug type bulb* means any yellow colored incandescent light bulb, not to exceed twenty-five (25) watts, that is marketed as being specifically treated in such a way so as to reduce the attraction of bugs to the light.

(f) *Cumulatively illuminated* means illuminated by numerous artificial light sources that as a group illuminate any portion of the beach.

(g) *Daylight hours* means the locally effective time period between sunrise and sunset.

(h) *Hatchling* means any species of marine turtle, within or outside of a nest that has recently hatched from an egg.

(i) *Indirectly illuminated* means illuminated as a result of the glowing element(s), lamp(s), globe(s), or reflector(s) of an artificial light source, which source is not directly visible to an observer on the beach.

(j) *Jurisdictional boundaries, sea turtle protection,* means the area on contiguous land within three hundred (300) feet of an identified or potential nesting area.

(k) *Mechanical beach cleaning* means any mechanical means by which debris, including but not restricted to trash, litter, seaweed or seagrass wrack, is removed from the beach.

(l) *Nest* means the area in and around a place in which sea turtle eggs are naturally deposited or relocated beneath the sediments of the beach.

(m) *Nesting area* means both identified nesting areas and potential nesting areas.

(n) *Nesting area, identified* means any area where sea turtles have been or are currently nesting, and the adjacent beach or other intertidal areas used for access by the turtles.

(o) *Nesting area, potential* means any area where sea turtle crawls have been observed.

(p) *Nesting season* means the period from April 15 through October 31 of each year.

(q) *Permitted agent of the state* means any qualified individual, group or organization possessing a permit from the Department of Environmental Protection to conduct activities related to sea turtle protection and conservation.

(r) *Sea turtle(s)* means any specimen belonging to the species Caretta caretta (loggerhead turtle), Chelonia mydas (green turtle), Dermochelys coriacea (leatherback turtle), Eretmochelys imbricata (hawksbill turtle) or any other marine turtle using Monroe County beaches as a nesting habitat.

(s) *Tinted glass* means any glass which: (a) has been treated to achieve an industry-approved, inside-to-outside light transmittance value of forty-five (45) percent or less (such transmittance is measured as the percentage of visible light that is transmitted through the glass); (b) has a minimum five (5) year warranty for the level of light transmittance specified in (a) above; and (c) has performance claims which are supported by approved testing procedures and documentation.

(Ord. No. 8-1994, § 1; Ord. No. 10-1998, § 1, 3-11-98)

Sec. 13-62. Prohibition of activities disruptive to sea turtles.

(a) *Prohibition of horseback riding, campfires, and vehicular traffic.* Horseback riding and campfires shall be prohibited on nesting areas during the nesting season. Vehicular traffic shall also be prohibited on nesting areas during the nesting season except for emergency and law enforcement vehicles, vehicles permitted on the beach for marine turtle conservation or research, or vehicles used for beach cleaning in compliance with section 13-65, Standards for mechanical beach cleaning.

(b) *Prohibiting storage or placement of any material in the nesting area.* The storage or placement of any material such as but not limited to construction material, rip-rap, trash and debris, mulch or other organic material, landscaping material, fill, vehicles, or boats, that has potential to impede movement of hatchlings or adults between ocean and nesting areas, or that may cover existing nests or nesting sites is strictly prohibited.

(c) *Development.* All development shall be set back a minimum of fifty (50) feet from any area which serves as an active or potential nesting area for marine turtles. The fifty (50) foot setback will be measured from the landward toe of the most landward beach berm or from fifty (50) feet landward of mean high water (MHW), whichever results in the smaller total setback. The maximum total setback shall be one hundred (100) feet from MHW.

(Ord. No. 8-1994, § 2; Ord. No. 10-1998, § 1, 3-11-98)

Sec. 13-63. Standards for exterior artificial lighting.

To prevent exterior artificial lighting from illuminating the jurisdictional boundaries or adjacent waters during the nesting season, the following measures shall be taken to reduce or eliminate the negative effects of new or existing artificial lighting:

(a) Exterior artificial light fixtures within direct line-of-sight of the beach shall be designed, positioned, modified, or removed so that:

(1) The point source of light or any reflective surface of the light fixture is not directly visible from the beach.

(2) The area within the jurisdictional boundaries is not directly or indirectly illuminated.

(3) The area within the jurisdictional boundaries is not cumulatively illuminated.

(b) Measures such as but not limited to the following shall be taken to reduce or eliminate the negative effects of new or existing artificial beachfront lighting through appropriate design:

(1) Positioning of fixtures so that the point source of light or any reflective surface of the light fixture is eliminated or is no longer visible from the beach.

(2) Replacement of fixtures having an exposed light source with fixtures containing recessed light sources or shields.

(3) Replacement of traditional light bulbs with yellow bug type bulbs not exceeding twenty-five (25) watts or low-pressure sodium vapor lamps.

(4) Replacement of non-directional fixtures with completely shielded directional fixtures that point down and away from the beach.

(5) Replacement of fixture having transparent of translucent coverings with fixtures having opaque shields covering an arc of at least one hundred eighty (180) degrees and extending an appropriate distance below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach.

(6) Replacement of pole lamps with low-profile, low-level luminaries no higher than forty-eight (48) inches off the ground such as low-mounted wall fixtures, low bollards, and ground-level fixtures, so that the light source or any reflective surface of the light fixture is not visible from the beach.

(7) Replacement of incandescent, fluorescent, and high-intensity lighting with the lowest wattage low-pressure sodium vapor lighting possible for the specific application.

(8) Planting or improvement of landscape vegetation in compliance with the land development regulations (chapter 9.5-345 environmental design criteria) between the light source and the beach to screen light from the beach.

(9) Construction of ground level barriers in compliance with the land development regulations (chapter 9.5-345 Environmental design criteria) to shield light sources from the beach.

(10) Limitation of exterior lights used expressly for safety or security purposes. Any such lighting allowed must conform to the measures set forth in this section in order to reduce or eliminate negative effects on sea turtles.

(11) Permanent removal of all floodlights, uplights, or spotlights used for decorative or accent purposes.

(12) Permanent removal or disabling of any fixture which cannot be brought into compliance with the provisions of these standards.

(13) Shielding or modification of any existing lighted sign pursuant to the land development regulations (chapter 9.5-345 environmental design criteria) such that it is not directly visible from the beach.

(Ord. No. 8-1994, § 3; Ord. No. 10-1998, § 1, 3-11-98)

Sec. 13-64. Standards for interior artificial lighting.

To prevent interior artificial lighting from illuminating the jurisdictional boundaries or adjacent waters during the nesting season, measures such as but not limited to the following shall be taken

to reduce or eliminate the negative effects of new or existing interior light emanating from doors and windows:

(a) Interior artificial lighting within direct line-of-sight of the beach shall be designed, positioned, modified, or removed so that:

(1) The point source of light or any reflective surface of the light fixture is not directly visible from the beach.

(2) The area within the jurisdictional boundaries is not directly or indirectly illuminated.

(3) The area within the jurisdictional boundaries is not cumulatively illuminated.

(b) Measures such as but not limited to the following shall be taken to reduce or eliminate the negative effects of new or existing interior beachfront lighting through appropriate design:

(1) Use of window treatments such as blackout draperies, shade-screens or blinds to shield interior lights from the beach.

(2) Installation of new windows which meet the standards for tinted glass or, for existing windows, an application of window tint or film that meets the standards for tinted glass.

(3) Turning off all unnecessary interior lights.

(4) Arrangement of lamps and other moveable light fixtures away from windows.

(5) Appropriate interior design to eliminate overhead lighting which could illuminate the nesting beach.

(6) For new construction within line of sight of the beach, tinted glass shall be installed on all windows and glass doors of single-or multi-story structures.

(Ord. No. 8-1994, § 4; Ord. No. 10-1998, § 1, 3-11-98)

Sec. 13-65. Standards for mechanical beach cleaning.

All mechanical beach cleaning activities designed to remove debris from the beach or redistribute debris on the beach through the use of motorized vehicles or other mechanical means shall comply with the following standards:

(a) *Timing:* Beach cleaning shall be confined to daylight hours during the nesting season.

(b) *Mode of operations:* During the nesting season (April 15 through October 31):

(1) Beach cleaning operations shall be limited to the area seaward of the strand line (previous high tide mark).

(2) Light-weight motorized vehicles having wide, low-profile, low-pressure tires, or hand raking shall be used to conduct beach cleaning operations.

(3) Devices used for removing debris from the beach shall be designed and/or operated such that they do not penetrate beach substrate by more than two (2) inches.

(4) Operators shall be educated to identify a sea turtle crawl (turtle tracks), recognize and avoid a sea turtle nest, report nests and/or crawls to a permitted agent of the state.

(5) All excess raked material must be removed from the beach and disposed of properly or stored in an upland area as approved by the director of environmental resources. With special approval from the director of environmental resources and the state department of environmental protection, limited quantities of organic material may be incorporated into the substrate in order to enhance the beach/berm system.

(c) *Coordination of beach cleaning operations with state-sanctioned scientific studies.* All beach cleaning operations shall be coordinated through the state to ensure that these operations do not interfere with state-sanctioned scientific studies or surveys of sea turtle nesting activities.

(d) *Authorization.* Any person performing mechanical beach cleaning must have a current permit from the Florida Department of Environmental Protection for the area being cleaned.

(Ord. No. 8-1994, § 5; Ord. No. 10-1998, § 1, 3-11-98)

Sec. 13-66. Protection from predation.

(a) No predatory pets or pets likely to have a potential for being disruptive or damaging to nesting turtles, hatchlings, or nests shall be allowed to roam loose and unsupervised within the jurisdictional boundaries during the nesting season. Such pets include but are not limited to dogs, cats, snakes, lizards or iguanas, ferrets and pigs.

(b) Feeding of raccoons, opossums and other wild animals within the jurisdictional boundaries is prohibited.

(Ord. No. 8-1994, § 6; Ord. No. 10-1998, § 1, 3-11-98)

Sec. 13-67. Penalty.

(a) Violations of this article may be prosecuted in the same manner as misdemeanors are prosecuted. In such cases, the violations shall be prosecuted in the name of the state in a court having jurisdiction over misdemeanors by the prosecuting attorney thereof and upon conviction shall be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the county jail not to exceed sixty (60) days or both such fine and imprisonment. Violations may also be prosecuted through proceedings before the Monroe County Code Enforcement Board, or pursuant to chapter 76-435, Laws of Florida [App. A, art. V, div. 3], or through any other lawfully available means including civil and injunctive relief.

(b) The property owner and, where applicable, the designee, agent, tenant, lessee, or assignee, shall each be held responsible for adherence to Article IV, Protection of Sea Turtles.

(Ord. No. 8-1994, § 7; Ord. No. 10-1998, § 1, 3-11-98)

Secs. 13-68--13-80. Reserved.

3. PAYMENTS TO CONTRACTOR

A. COUNTY'S performance and obligation to pay under this agreement, is contingent upon annual appropriation by the Board of County Commissioners. COUNTY shall pay in accordance with the Florida Local Government Prompt Payment Act; payment will be made after delivery and inspection by COUNTY and upon submission of a proper invoice by CONTRACTOR.

B. CONTRACTOR shall submit to COUNTY invoices with supporting documentation acceptable to the Clerk, on a monthly schedule in arrears. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds. The Contract amount shall be as stated by the CONTRACTOR's bid as follows:

$11,154.42 per month regular hours seven days per week (including equipment costs and dumping)

$695.00 per hour emergencies (ex. Post-hurricanes, including equipment costs & dumping fees)

4. TERM OF AGREEMENT

This (2) two year Agreement shall commence on December 01, 2014, and ends upon November 30, 2016, unless terminated earlier under paragraph 18 of this Agreement.

The COUNTY shall have the option to renew this Agreement for up to an additional three (3) one-year periods at terms and conditions mutually agreeable to the parties, exercisable upon written notice given at least 30 days prior to the end of the initial term. Unless the context clearly indicates otherwise, references to the "term" of this Agreement shall mean the initial term of two (2) years.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics at December 31 of the previous year using the most recently published indicator.

5. ACCEPTANCE OF CONDITIONS BY CONTRACTOR

CONTRACTOR has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

6. FINANCIAL RECORDS OF CONTRACTOR

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.

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.

The County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

8. HOLD HARMLESS AND INSURANCE

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, 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, 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.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of CONTRACTOR to comply with the requirements of this section shall be cause for immediate termination of this agreement.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

WORKERS COMPENSATION AND EMPLOYER'S LIABILTIY INSURANCE.

Where applicable, coverage to apply for all employees at a minimum statutory limits as required by Florida Law.

COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE.

Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than *$100,000.00* per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. If single limits are provided, the minimum acceptable limits are *$100,000.00* per person, *$300,000.00* per occurrence, and *$50,000.00* property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMMERCIAL GENERAL LIABILITY. Commercial general liability coverage with limits of liability of not less than *$100,000.00* per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

9. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of COUNTY and 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.

10. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement 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 CONTRACTOR or any of his employees, subcontractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

11. NONDISCRIMINATION

CONTRACTOR 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. 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) Any other nondiscrimination provisions in any Federal or state statutes which may apply to COUNTY and CONTRACTOR to, or the subject matter of, this Agreement.

12. ASSIGNMENT/SUBCONTRACT

CONTRACTOR shall not assign or subcontract its obligations under this agreement to others, 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.

13. COMPLIANCE WITH LAW AND LICENSE REQUIREMMENTS

In providing all services/goods pursuant to this agreement, CONTRACTOR shall abide by all laws of the Federal and State government, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and State government. 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 Agreement. CONTRACTOR shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

14. DISCLOSURE AND CONFLICT OF INTEREST

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.

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

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. 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
Facilities Maintenance Department
3583 South Roosevelt Boulevard
Key West, FL 33040

and
County Attorney
PO. Box 1026
Key West, FL 33041-1026

FOR CONTRACTOR:

EE & G Environmental Services, LLC.
ATTN: Carolyn Bailey
6810 Front Street
Key West, FL 33040
and
5751 Miami Lakes Drive East
Miami Lakes, FL 33014

17. TAXES

COUNTY is exempt from payment of Florida State Sales and Use taxes. 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 CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. CONTRACTOR shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

18. TERMINATION

a. The COUNTY may terminate this Agreement with or without cause prior to the commencement of work.

b. The COUNTY or CONTRACTOR may terminate this Agreement for cause with seven (7) days notice to CONTRACTOR. Cause shall constitute a breach of the obligations of either party to perform the obligations enumerated under this Agreement.

c. Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so with neither party having any further obligation under the term s of the contract upon termination.

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 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 will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

20. MEDIATION

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. 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.

21. 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.

22. ATTORNEY'S FEES AND COSTS

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 in both trial and appellate proceedings. Each party agrees to pay its own court costs, investigative, and out-of-pocket expenses whether it is the prevailing party or not, through all levels of the court system.

23. 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 COUNTY and CONTRACTOR. 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 COUNTY and

CONTRACTOR, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

24. 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.

25. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

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 corporate action, as required by law.

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. 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.

29. 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, state statute, and case law.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. PUBLIC ENTITY CRIME INFORMATION 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 a public entity, may not be awarded or perform work as a Construction Manager, 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."

36. MUTUAL REVIEW

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

37. INCORPORATION OF BID DOCUMENTS

The terms and conditions of the bid documents are incorporated by reference in this contract agreement.

38. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR 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

Date: NOV. 18th, 2014

Witnesses for CONTRACTOR:

_____
Signature

11/07/14
Date

_____
Signature

11/7/14
Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
_____
MERCADO
ATTORNEY
Date 10/31/14

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLOIDA

By: _____
Mayor

Date: NOV. 18th, 2014

_____
Signature of person authorized to legally bind Corporation
Date: 11/7/2014

Carolyn Bailey, VP
Print Name

5751 Miami Lakes Dr.
Address: Miami Lakes, FL 33014

(305) 374-8300
Telephone Number

_____
Date

ASSISTANT COUNTY ATTORNEY
PEDRO J. MERCADO

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

AMY HEAVILIN, CPA

CLERK OF CIRCUIT COURT & COMPTROLLER

MONROE COUNTY, FLORIDA

RECEIVED
DEC 18 2014
By PW Facilities

DATE: *December 15, 2014*

TO: *Dent Pierce, Director*
Public Works Division

RECEIVED
DEC 17 2014

ATTN: *Beth Leto*

FROM: *Lindsey Ballard, D.C.*

At the November 18, 2014, Board of County Commissioner's meeting the Board granted approval and execution of Items:

F23 Enter into a one year's residential lease agreement with a Sheriff's Deputy for Location B to commence December 01, 2014 and terminate November 30, 2015.

F24 Lease Agreement with the State of Florida Department of Health, Monroe County Health Department, to provide continued 1325 sq. ft. of office space at the Murray E. Nelson Government and Cultural Center, 102050 Overseas Highway, Key Largo, FL.

F28 Award bid and execute a contract 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). This contract is funded in full by the TDC.

F31 Award bid and execute a contract with Stockton Maintenance Group Inc. (SMG) for janitorial services at the Big Pine Key Library.

F34 Award bid and execute a contract with Stockton Maintenance Group Inc. (SMG) for janitorial services at the Key Largo Library.

Enclosed is a duplicate original of the above mentioned executed on behalf of Monroe County for your handling. Should you have any questions, please feel free to contact me.

cc: County Attorney
Finance
File

500 Whitehead Street Suite 101, PO Box 1980, Key West, FL 33040 Phone: 305-295-3130 Fax: 305-295-3663
3117 Overseas Highway, Marathon, FL 33050 Phone: 305-289-6027 Fax: 305-289-6025
88820 Overseas Highway, Plantation Key, FL 33070 Phone: 852-7145 Fax: 305-852-7146

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016
Bulk Item: Yes X No ___

Department: Wastewater
Staff Contact Person/Phone #: Wilson (453-8797)

AGENDA ITEM WORDING: 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 BACKGROUND: The addition of the expansion areas and policy adoption to provide connection points for newly developed properties has added approximately $5.95 million. There have been a number of small scope changes over the last year. The result is that the revised estimated total cost is now $196.5 million ($5.95 million above the last ILA amendment). The revision in the cash flow projection is a result of an increased project construction pace that will continue in the first two quarters of 2016. Additionally, County and FKAA staff require the flexibility to adjust the advance schedule to match actual construction expectations to ensure timely payment of the contractors and to ensure that the FKAA has enough funds on hand to meet the obligations in a timely way without sacrificing the quality of the documentation and review process.

PREVIOUS RELEVANT BOCC ACTION: On November 17, 2015, the BOCC approved a policy that any developed property in the Cudjoe Regional service area should receive a service connection at project expense whether it was in the original design or not at an estimated cost of $2.6 million for existing developed properties. On June 10, 2015 the BOCC approved expansion of the Cudjoe regional Service area to include additional properties on NNK, Big & Middle Torch and several other properties at an estimated cost of $3.4 million. On April 15, 2015, the BOCC approved Amendment 9 to the Cudjoe Regional ILA including $7.1 million for deep injection well construction.

CONTRACT/AGREEMENT CHANGES: The ILA total is increased to $196.5million. The advances required in the 1st Quarter 2016 and 2nd Quarter 2016 are significantly increased. Authority to adjust the advance schedule is clarified.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $196.5million **INDIRECT COST:** Staff Time **BUDGETED:** Yes X 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 CH OMB/Purchasing CB Risk Management
DOCUMENTATION: Included X Not Required ___
DISPOSITION: **AGENDA ITEM #** WW 1

Revised 7/09

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: FKAA

Contract #_____

Effective Date: January 1, 2016

Expiration Date: None

Contract Purpose/Description:
Tenth Amendment to the ILA dated September 20, 2006 funding the Cudjoe Regional Wastewater Project.

Contract Manager: Kevin Wilson (Name) 8797 (Ext.) Wastewater / 26 (Department/Stop #)

for BOCC meeting on 1/20/2016 Agenda Deadline: 1/4/2016

CONTRACT COSTS

Total Dollar Value of Contract: $ 196.5 mil Current Year Portion: $ 59.8million

Budgeted? Yes☒ No☐ Account Codes: _____-____-_____-_____-_____

Grant: $ 0 _____-_____-_____-_____-_____

County Match: $ 0 _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

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
Dept. Director	_____	Yes☐ No☐	Ken Oldham	5JAN2015
Risk Management	1-5-16	Yes☐ No☑	[signature]	1-5-16
O.M.B./Purchasing	1/5/16	Yes☐ No☑	Cristina Brickell	1/5/16
County Attorney	1-5-2016	Yes☐ No☒	Cynthia Z. Hall	1-5-2016

Comments: _____

OMB Form Revised 2/27/01 MCP #2

TENTH AMENDMENT TO
INTERLOCAL AGREEMENT
FOR THE
CUDJOE REGIONAL WASTEWATER SYSTEM

THIS TENTH AMENDMENT TO INTERLOCAL AGREEMENT is entered into this ___ day of January 2016, pursuant to Sec. 163.01, F.S., by and between Monroe County, a political subdivision of the State of Florida (County), and the Florida Keys Aqueduct Authority, an independent special district (FKAA).

WHEREAS, the County has committed by interlocal agreement dated September 6, 2005, and by Master Lease approved September 25, 2005, to seek funding through federal and state grants and the issuance of revenue bonds backed by the pledge of infrastructure tax; and to provide funding to the FKAA for the administration, planning and construction of wastewater projects owned by Monroe County; and

WHEREAS, on September 20, 2006, the County and the FKAA entered into an interlocal agreement (ILA) for the County to provide funding for administration, planning and construction of a wastewater collection system, transmission main and method of treatment to Advanced Wastewater Treatment (AWT) standards to serve the residents and business in the Summerland/Cudjoe/Upper Sugarloaf Regional Wastewater System; and

WHEREAS, on April 16, 2008, the parties entered into an amendment to the Summerland/Cudjoe/Upper Sugarloaf Regional Wastewater System ILA to expand the service area to include Big Pine Key through Ramrod Key and Lower Sugarloaf and increase the initial design budget by $4.5 million for a total budget of $7.5 million so that unincorporated Monroe County projects could be ready to proceed and eligible for grant funding; and

WHEREAS, on August 3, 2009, the parties amended the agreement, naming the amendment "INTERLOCAL AGREEMENT SECOND AMENDMENT FOR THE (EXPANDED) CUDJOE REGIONAL WASTEWATER SYSTEM INCLUDING BIG PINE KEY, RAMROD KEY, SUMMERLAND KEY, CUDJOE KEY, THE TORCH KEYS (LITTLE, MIDDLE AND BIG), AND UPPER AND LOWER SUGARLOAF KEYS," in order to expand the project to include Onsite Sewage treatment and Disposal Systems for areas not in the Master Plan and to expand the areas encompassed by the original agreement, as amended, to include No Name Key and certain specified parcels on Boca Chica Key; and

WHEREAS, on September 16, 2009, the parties amended the agreement, through a document titled "SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR THE CUDJOE REGIONAL WASTEWATER SYSTEM," to revise County funding for the project; and

WHEREAS, on April 18, 2012, the BOCC approved a Fourth Amendment to provide the funding needed for bid preparation related to the Cudjoe Regional Wastewater System project; and

WHEREAS, on August 15, 2012, the BOCC approved a Fifth Amendment in order to increase funding by authorizing payment of an advance to the FKAA, no later than September 15, 2012, for the sum of nine hundred fifty thousand dollars ($950,000) for planning, design and

contracting for the Cudjoe Regional Wastewater System project, bring the total advance paid for the third and fourth quarters of 2012 to one million four hundred fifty thousand dollars ($1,450,000) and leaving remaining projected costs at one hundred forty-eight million five hundred fifty thousand dollars ($148,550,000); and

WHEREAS, on October 17, 2012, the BOCC approved a Sixth Amendment to the ILA, which added sub-sections (A), (B), (C) and (D) to Section 1 of the ILA in order to specify a schedule for quarterly advance payments for the treatment plant, inner island project, and outer island project beginning with the first quarter of 2013 and ending with the fourth quarter of 2015; and

WHEREAS, on November 20, 2013, the Board of County Commissioners approved a Seventh Amendment to the ILA, in order to incorporate changes approved by the Board of County Commissioners at its October 16, 2013 meeting, specifically, FKAA Project # 4053-12 Change Order #3 for the Outer Island Collection & Transmission System, FKAA Project #4051- 12 Change Order #3 for the Cudjoe Regional Treatment Plant, and a design change from grinder pumps to gravity system for certain designated properties within the Cudjoe Regional Wastewater System Inner Islands and Outer; and

WHEREAS, on January 21, 2015, the Board of County Commissioners approved an Eighth Amendment to the ILA in order to modify the draw schedule from the FKAA, to address revised projected needs through the end of calendar year 2016; and

WHEREAS, on April 15, 2015, the Board of County Commissioners approved a Ninth Amendment to the ILA, in order to add $7.1 million for design and construction of a deep injection well at the Cudjoe Regional Wastewater Treatment Plant; and

WHEREAS, on June 10, 2015, the Board of County Commissioners approved expansion of the Cudjoe Regional Wastewater System to include forty-two (42) additional properties on No Name Key, fifty-seven (57) additional properties on Middle and Big Torches, and 35 other additional properties throughout the CRWS, requiring an increase in construction cost of $3.446 million; and

WHEREAS, on November 17, 2015, the Board of County Commissioners approved a policy whereby properties whose connections were not included in the project's design should have connections provided to their property line at project expense; and

WHEREAS, the cost for these additional properties through June 30, 2015 was $2.51 million which is included within this amendment; and

WHEREAS, as the project nears completion the payment of retainage may result in large monthly payments to the contractors.

NOW THEREFORE, IN CONSIDERATION of the mutual consideration and premises set forth below, the parties agree as follows:

1. Sub-section (A) in Section 1, COUNTY FUNDING, of the Summerland/Cudjoe/Upper Sugarloaf Regional Wastewater System interlocal agreement dated September 20, 2006 (ILA), as amended, is removed and replaced with the following:

(A) The forecasted needs for the Cudjoe project are as follows:

1st Quarter 2013	$4,786,903
2nd Quarter 2013	$5,248,098
3rd Quarter 2013	$8,100,924
4th Quarter 2013	$10,420,141
1st Quarter 2014	$15,057,579

2nd Quarter 2014	$17,097,910
3rd Quarter 2014	$15,216,755
4th Quarter 2014	$13,450,497
1st Quarter 2015	$12,593,114
2nd Quarter 2015	$14,694,891
3rd Quarter 2015	$18,185,222
4th Quarter 2015	$17,682,418
1st Quarter 2016	$18,000,000
2nd Quarter 2016	$17,300,000
3rd Quarter 2016	$6,800,000
4th Quarter 2016	$1,200,000
1st Quarter 2017	$700,000
TOTAL	**$196,534,452**

The County shall advance sufficient funds to FKAA to bring the advance level to the amount shown for each subsequent quarter. The amount advanced shall be determined by subtracting the balance recorded as on hand by the FKAA as agreed by the County Administrator and the Executive Director or their designees from the amount above for a given quarter. The advance payment shall be made on the first day of the subject calendar quarter or as may be mutually agreed by the Executive Director and the County Administrator or their respective designees. Should FKAA payment requirements exceed the forecast levels, the County Administrator or his designee and Executive Director or designee may agree to modify the quarterly advance totals shown above to meet revised forecasted needs, however, the total will not be revised without BOCC approval.

2. All other provisions of the ILA dated September 20, 2006 for the Summerland/Cudjoe/Upper Sugarloaf Regional Wastewater System, as amended April 16, 2008, August 3, 2009, September 16, 2009, April 18, 2012, August 15, 2012, October 17, 2012, November 20, 2013, and April 15, 2015 not inconsistent herewith shall remain in full force and effect.

4. This Agreement will take effect on the 1st day of January 2016.

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

(SEAL)
AMY HEAVILIN, CLERK

By: _____
Deputy Clerk

(SEAL)

Attest:

_____
Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairperson

THE FLORIDA KEYS AQUEDUCT AUTHORITY

By: _____
Kirk C. Zuelch, Executive Director

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 1-11-2016

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1-20-16 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services

Staff Contact Person: Sheryl Graham 305-292-4510

Graham 12/4/15

AGENDA ITEM WORDING: Approval of Amendment to Agreement dated 11/24/2015, between GA Food Service, Inc., and Monroe County Board of County Commissioners (BOCC) / 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 BACKGROUND: GA Food Service Inc. is the food vendor which provides the meals for the Monroe County Nutrition Program operated by Monroe County Social Services. The contract allows GA Food Service, Inc. to adjust prices in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics reflecting the Unadjusted 12 Month Averaged CPI-U as released after the month of October.

PREVIOUS RELEVANT BOCC ACTION: Approval by the BOCC at the 1/21/2015 meeting to adjust rate of meals from $3.64 to $3.73 in accordance with CPI-U of 2.37%.

CONTRACT/AGREEMENT CHANGES: The price per meal increases from $3.73 to $3.74. The Supply List has been updated and is attached to the Amendment dated 11/24/2015.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $226,861.00 **BUDGETED:** Yes ___ No ___

COST TO COUNTY: $ 0 **SOURCE OF FUNDS: GRANT FUNDS**

REVENUE PRODUCING: Yes __ No X **AMOUNT PER:** **MONTH:** **YEAR:**

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

DOCUMENTATION: Included X Not Required ___ To Follow ___

DISPOSITION: ___ **AGENDA ITEM #** ___

Revised 8/06

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: GA Food Service, Inc. (AAA)

Contract:
Effective Date: 1/1/2016
Expiration Date: 12/31/16

Contract Purpose/Description: Approval of Amendment to Agreement dated 11/24/2015, between GA Food Service, Inc., and Monroe County Board of County Commissioners (BOCC) / 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.

Contract Manager:	Sheryl Graham	305-292-4511	Social Services/Stop 1
	(Name)	(Ext.)	(Department/Stop #)

For BOCC meeting on 1/20/16 Agenda Deadline: 1/5/16

CONTRACT COSTS

Total Dollar Value of Contract: approx. $226,861.00

Current Year Portion: $_____

Budgeted Yes No N/A

Account Codes:
_125-6153315_____-_____-
_125-6153116__-_____-_____-

County Match: $ 0
_125-6153216__-_____-_____-

Additional Match:
_125-6153715_-_____-_____-

Total Match $ 0

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	11/25/15	Yes ☐ No ☒	Graham	12/4/2015
Risk Management	12-7-15	Yes ☐ No ☑	M. Sluss	12-7-15
O.M.B./Purchasing	12/11/15	Yes ☐ No ☑	Debra Bogdell	12/10/15
County Attorney	12/4/15	Yes ☐ No ☒	[illegible]	12/4/15

Comments: _____

OMB Form Revised 2/27/01 MCP #2

GA foods

Amendment

Nourishment. Delivered.

November 24, 2015

Ms. Sheryl Graham, Senior Director
Monroe County Social Services
1100 Simonton Street, Room 1-188
Key West, Florida 33040

RECEIVED
NOV 25 2015
By

Re: CPI Adjustment for 2016

Dear Ms. Graham:

Please accept this letter as 30-day notice of rate adjustment effective January 1st, 2016 through December 31st, 2016, during the 4th Extension option as stated in our agreement.

We request an adjustment of a 0.2% increase, reflecting the Unadjusted 12 Month Averaged Consumer Price Index for All Urban Consumers (CPI-U) as released after month of October.

The new adjusted 2016 rate will be $3.74 per meal. Also included, please see updated Supply Sheet for 2016.

Please forward to your Clerk County Administrator for signature of acceptance, and then return copy to: G.A. Food Service, Inc., 12200 32nd Court North, St. Petersburg, FL 33716.

If you have questions, please contact Frank Kneen, Customer Relations Representative at (727)573-2211 Ext. 377.

Sincerely,

G.A. Food Service, Inc.

David Karpan
Senior Vice President / Sales

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/4/15

Accepted: _____
MONROE COUNTY MAYOR, HEATHER CARRUTHERS

Date: _____, 2016

Monroe County includes Bayshore Manor
Supply Order Sheet Effective 2016

Site: _____ Delivery Date: _____

Quantity	Cost	Code	Item Description
	$117.43	D114D	Reg. Coffee, 1128/CS*
	$115.32	D115D	Decaf. Coffee, 128/CS*
	$2.86	D800	Tea Bags, 1C BG/BX
	$20.28	D820	Instant Tea, 50 3OZ BG/CS
	$10.21	F170	French, 200/CS
	$12.31	F180	Italian, 200/CS
	$11.10	F240	Ketchup, 500/CS
	$9.73	F250	Mayo, 200 /CS
	$9.55	F259	Relish, 200/case
	$10.14	F260	Mustard, 500/CS
	$11.80	F290	Pepper, 3000/BG
	$6.13	F300	Salt, 3000/BG
	$21.85	F310	Sweetener, 3 M/CS
	$15.15	F320	Sugar, 2 M/CS
	$7.84	F340	Tartar, 2 C/CS
	$14.75	K030	Paper Bags, 5 C/BD
	$13.90	K060	Poly Bag (T Sack), 900/CS
	$7.10	K090	Poly (Sandwich) Bags, 2M/BX
	$18.90	K200	8 oz Cups, 1M/CS
	$ .88	K380	Gloves 100/pack
	$3.05	K400	White Hair Covers 100/pack
	$23.47	K435A	4/1 Kit (Plastic ware 250/box)
	$28.96	K580	Can Liner, 250 EA/CS
	$6.10	**K610**	**Napkins, 1 PACK contains 375**
	$19.42	K660	6" Plates, 1M/CS
	$19.48	K690	Placemats, 1M/CS
	$2.18	K740	Straws, 5C/BX
	$ .25 each	**K800**	**Handi Wipes, PRICE PER TOWEL (CASE of 150 only)**
	$3.60	L010	Bleach, 1 GL
	$2.85	L360	Detergent, 1 QT
	$ .35 ea.	**G290B**	**8 oz Low Fat Milk (1/2 PT.)-– Used for C-1 Program**
	$ .35 ea.	**A391**	**Sun Meadow Dairy Beverage (In Total Meal System) Used for the C-2 Program Only**
	$ .30 ea.	**A760**	**Non Fat Dry Milk in Shelf Stable (FOR BREAKFAST PACKS)**
	$ .30 ea.	**F160**	**Non Fat Dry Milk in Shelf Stable (S.S.) or Emergency Meals Only**
	$ .60 ea.	**D202**	**MILK, UHT, Packed in Case of 27 only**
	$11.79	F182	Lemon Juice, 200/Carton
	$12.16	F400	Saltines, 500/CS
	$7.35	K410	Overseas Hat, 100/CS
	$43.62	K010	Apron, 100/BX X 10
	$20.46	**G255**	**Oleo, 1,080/CS (PATS)**
	$21.66	**K720**	**4 oz. Squat Cups Foam**

***The Prices on coffee are only good for 90 days**

PLEASE DO NOT ALTER THIS FORM, AS THIS FORM IS CUSTOMER/CONTRACT SPECIFIC. IF AN ITEM YOU NEED IS NOT ON THIS LIST, PLEASE GET AUTHORIZATION FROM THE PROGRAM DIRECTOR PRIOR TO REQUESTING WE ADD THE ITEM TO THIS LIST. IF THE ITEM YOU REQUEST BE ADDED TO THE LIST IS NOT PART OF YOUR CONTRACT, THE ITEM WILL BE ADDED AT A COST TO THE PROGRAM.

BACKUP

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1-21-15 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Servi

Staff Contact Person: Sheryl Graham 305-292-4510

Graham 12/19/2014

AGENDA ITEM WORDING: Approval of Amendment to Agreement between GA Food Service, Inc., and Monroe County Board of County Commissioners (BOCC) / Monroe County Social Services (Nutrition Program) for the provision of Congregate and Home Delivered Meals throughout Monroe County for the adjusted rate of $3.73 per meal, and provides an updated Supply List.

ITEM BACKGROUND: GA Food Service Inc., is the food vendor which provides the meals for the Monroe County Social Services Nutrition Program operated by Monroe County Social Services. The contract allows GA Food Service, Inc. to adjust prices in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics reflecting the Unadjusted 12 Month Averaged CPI-U as released after the month of October.

PREVIOUS RELEVANT BOCC ACTION: Approval by the BOCC at the 12/10/2014 meeting to extend the Agreement between the BOCC and GA Food Service, Inc.

CONTRACT/AGREEMENT CHANGES: The price per meal increases from $3.64 to $3.73. The prices for several items on the Supply List have also been increased in accordance with the CPI-U.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $203,000.00 **BUDGETED:** Yes ___ No ___

COST TO COUNTY: $ 0 **SOURCE OF FUNDS: GRANT FUNDS**

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

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

DOCUMENTATION: Included X Not Required ___ To Follow ___

DISPOSITION: ___ **AGENDA ITEM #** ___

Revised 8/06

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: GA Food Service, Inc.

Contract:
Effective Date: 1/1/2015
Expiration Date: 12/31/15

Contract Purpose/Description: Approval of Amendment to Agreement between GA Food Service, Inc., and Monroe County Board of County Commissioners (BOCC) / Monroe County Social Services (Nutrition Program) for the provision of Congregate and Home Delivered Meals throughout Monroe County for the adjusted rate of $3.73 per meal, and provides an updated Supply List.

Contract Manager: Sheryl Graham (Name) Graham 12/18/2014 | 305-292-4511 (Ext.) | Social Services/Stop 1 (Department/Stop #)

For BOCC meeting on 1/21/15 | Agenda Deadline: 1/6/15

CONTRACT COSTS

Total Dollar Value of Contract: approx. $203,000

Current Year Portion: $_____

Budgeted___ Yes No ☐

Account Codes: ___-_____-_____-_____
_125-6153115__-_____-_____-_____
_125-6153215__-_____-_____-_____
_125-6153715_-_____-_____-_____

County Match: $0.00
Additional Match:
Total 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
Division Director	12/23/14	Yes ☐ No ☐		12/23/14
Risk Management	12-22-14	Yes ☐ No ☑		12/22/14
O.M.B./Purchasing	12/23/14	Yes ☐ No ☑	Christine Buckell	12/23/14
County Attorney	12-22-14	Yes ☐ No ☒		12/22/14

Comments: _____

OMB Form Revised 2/27/01 MCP #2

FULLY EXECUTED

GA foods.

Nourishment. Delivered.

November 25, 2014

Mr. Danny L. Kolhage, ~~Clerk County Administrator~~ Mayor of Monroe County
Gato Building
1100 Simonton Street
Key West, Florida 33040

Re: CPI Adjustment for 2015

Dear Mr. Kolhage:

Please accept this letter as 30-day notice of rate adjustment effective January 1st, 2015 through December 31st, 2015, during the 1st Extension option as stated in our agreement.

We request an adjustment of a 2.37% increase, reflecting the Unadjusted 12 Month Averaged Consumer Price Index for All Urban Consumers (CPI-U) as released after month of October.

The new adjusted 2015 rate will be $3.73 per meal. Also included, please see updated Supply Sheet for 2015.

Please return with signature of acceptance to: G.A. Food Service, Inc., 12200 32nd Court North, St. Petersburg, FL 33716.

If you have questions, please contact Frank Kneen, Customer Relations Representative at (727)573-2211 Ext. 377.

Sincerely,

G.A. Food Service, Inc.

Kenneth A. LoBianco
CEO

(SEAL)
ATTEST: ARY HEAVILIN, CLERK
BY: Lindsay Ballard
DEPUTY CLERK

Accepted: Dy E. Kolhage
Mr. Danny L. Kolhage, Mayor

Date: 1-21, 2015

cc: S. Graham, Director

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Pedro L Mercado
~~PEDRO L MERCADO~~
ASSISTANT COUNTY ATTORNEY
Date 12/22/14

Monroe County includes Bayshore Manor
Supply Order Sheet Effective 2015

Site: _____ Delivery Date: _____

Quantity	Cost	Code	Item Description
	$146.79	D114A	Reg. Coffee, 160/CS*
	$144.15	D115A	Decaf. Coffee, 160/CS*
	$2.86	D800	Tea Bags, 1C BG/BX
	$20.28	D820	Instant Tea, 50 3OZ BG/CS
	$10.21	F170	French, 200/CS
	$12.31	F180	Italian, 200/CS
	$11.10	F240	Ketchup, 500/CS
	$9.73	F250	Mayo, 200 /CS
	$9.55	F259	Relish, 200/case
	$10.14	F260	Mustard, 500/CS
	$11.80	F290	Pepper, 3000/BG
	$6.13	F300	Salt, 3000/BG
	$21.85	F310	Sweetener, 3 M/CS
	$14.90	F320	Sugar, 2 M/CS
	$7.84	F340	Tartar, 2 C/CS
	$12.90	K030	Paper Bags, 5 C/BD
	$13.80	K060	Poly Bag (T Sack), 900/CS
	$6.58	K090	Poly (Sandwich) Bags, 2M/BX
	$18.90	K200	8 oz Cups, 1M/CS
	$ .80	K380	Gloves 100/pack
	$3.05	K400	White Hair Covers 100/pack
	$23.47	K435A	4/1 Kit (Plastic ware 250/box)
	$28.96	K580	Can Liner, 250 EA/CS
	$6.10	**K610**	**Napkins, 1 PACK contains 375**
	$19.42	K660	6" Plates, 1M/CS
	$19.48	K690	Placemats, 1M/CS
	$2.18	K740	Straws, 5C/BX
	$ .25 each	**K800**	**Handi Wipes, PRICE PER TOWEL (CASE of 150 only)**
	$3.60	L010	Bleach, 1 GL
	$2.85	L360	Detergent, 1 QT
	$ .35 ea.	**G290B**	**8 oz Low Fat Milk (1/2 PT.)— Used for C-1 Program**
	$ .35 ea.	**A391**	**Sun Meadow Dairy Beverage (In Total Meal System) Used for the C-2 Program Only**
	$ .30 ea.	**A760**	**Non Fat Dry Milk in Shelf Stable (FOR BREAKFAST PACKS)**
	$ .30 ea.	**F160**	**Non Fat Dry Milk in Shelf Stable (S.S.) or Emergency Meals Only**
	$ .60 ea.	**D202**	**MILK, UHT, Packed in Case of 27 only**
	$11.79	F182	Lemon Juice, 200/Carton
	$12.16	F400	Saltines, 500/CS
	$7.35	K410	Overseas Hat, 100/CS
	$43.62	K010	Apron, 100/BX X 10
	$20.46	**G255**	**Oleo, 1,080/CS (PATS)**
	$21.66	**K720**	**4 oz. Squat Cups Foam**

***The Prices on coffee are only good for 90 days**

SKU's and Quantity of Packs can change due to the supplier. Effective 1.1.2015

12/22/14

PLEASE DO NOT ALTER THIS FORM, AS THIS FORM IS CUSTOMER/CONTRACT SPECIFIC. IF AN ITEM YOU NEED IS NOT ON THIS LIST, PLEASE GET AUTHORIZATION FROM THE PROGRAM DIRECTOR PRIOR TO REQUESTING WE ADD THE ITEM TO THIS LIST. IF THE ITEM YOU REQUEST BE ADDED TO THE LIST IS NOT PART OF YOUR CONTRACT, THE ITEM WILL BE ADDED AT A COST TO THE PROGRAM.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 01/20/2016 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services

Staff Contact Person/Phone #: Sheryl Graham 305-292-4510

Graham 12/30/2015

AGENDA ITEM WORDING: Ratification of Modification #4 of Federally-funded reoccurring Low Income Home Energy Assistance Program (LIHEAP), Subgrant Agreement # 15EA-0F-11-54-01-019 between the State of Florida, Department of Economic Opportunity and Monroe County Board of County Commissioners/Monroe County Social Services for the contract period of 4/1/15 to 3/15/16, in the amount of $212,598.

ITEM BACKGROUND: LIHEAP funding allows Monroe County Social Services to provide assistance to eligible low-income households in meeting the costs of home heating and cooling. This is a reoccurring cost reimbursement agreement.

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted by the BOCC on 10/21/15 of Modification #003 of the Federally Funded Low Income Home Energy Assistance Program (LIHEAP) Grant Agreement #15EA-0F-11-54-01-019.

CONTRACT/AGREEMENT CHANGES: Release of weather related/supply shortage emergency assistance funds – no increase or decrease in funding.

STAFF RECOMMENDATIONS: **Approval**

TOTAL COST: $212,598.00 **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: ___ **N/A**

COST TO COUNTY: 10% cash match **SOURCE OF FUNDS:** GRANT FUNDS & General Revenue for Match

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

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

DOCUMENTATION: Included X Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 7/09

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: State of Florida, Department of Economic Opportunity (DEO)

Contract: # 15EA-0F-11-54-01-019
Effective Date: 4/1/2015
Expiration Date: 3/31/2016

Contract Purpose/Description: Ratification of Modification #4 of Federally-funded reoccurring Low Income Home Energy Assistance Program (LIHEAP), Subgrant Agreement # 15EA-0F-11-54-01-019 between the State of Florida, Department of Economic Opportunity and Monroe County Board of County Commissioners/Monroe County Social Services for the contract period of 4/1/15 to 3/15/16, in the amount of $212,598.

Contract Manager: Sheryl Graham (Name) 292- 4510 (Ext.) Social Services/Stop 1 (Department/Stop #)

For BOCC meeting on 1/20/2016 Agenda Deadline: 1/5/2016

CONTRACT COSTS

Total Dollar Value of Contract: $212,598.00 Current Year Portion: $_
Budgeted: Yes ☐ No ☐ Account Codes: **125-6153515**

County Match: 10% cash match
Additional Match: 0
Total Match 10% cash 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	12/18/15	Yes ☐	No ☒	Graham	12/30/15
Risk Management	12/30/15	Yes ☐	No ☒	[signature]	12-30-15
O.M.B./Purchasing	12/30/15	Yes ☐	No ☑	Christina Brickell	12/30/15
County Attorney	12/30/2015	Yes ☐	No ☒	Pedro Mercado	12/30/15

Comments: ______

OMB Form Revised 2/27/01 MCP #2

ORIGINAL

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

CFDA Number: 93.568 Agreement Number: 15EA-0F-11-54-01-019

FEDERALLY-FUNDED SUBGRANT AGREEMENT
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
MODIFICATION NUMBER [4]

THIS MODIFICATION Number [4] is entered into between the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida, hereinafter referred to as "DEO," and COUNTY OF MONROE, hereinafter referred to as "Recipient" (each individually a "Party" and collectively "the Parties").

WHEREAS, Section (4) of the Agreement provides that any modification of the Agreement shall be in writing and executed by the Parties;

WHEREAS, DEO and Recipient have entered into the Agreement, pursuant to which DEO has provided an Agreement of Two Hundred Twelve Thousand Five Hundred Ninety Eight Dollars and Zero Cents ($212,598) to Recipient;

WHEREAS, Section H of Attachment B to the Agreement governs the retention, use, and release of Weather Related/Supply Shortage emergency assistance funds, and DEO wishes to release those funds to the Subrecipient pursuant to the Agreement; and

WHEREAS, the Parties wish to modify the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein, the Parties agree as follows:

1. The following exhibits and/or attachments to the Agreement are hereby deleted in their entirety and replaced. Any exhibit or attachment so replaced must indicate that it is a modification of the exhibit or attachment it replaces. (Check all that are applicable):

- ☐ Exhibit 1 - Audit Requirements
- ☐ Exhibit 1-A – Funding Sources
- ☐ Exhibit 2 – Audit Compliance Certification
- ☐ Exhibit 3 – Federal Requirements
- ☐ Attachment A - Scope of Work
- ☐ Attachment B - Program Statutes and Regulations
- ☐ Attachment C - Reports
- ☐ Attachment D - Property Management and Procurement
- ☐ Attachment E - Statement of Assurances
- ☐ Attachment F - Warranties and Representations
- ☐ Attachment G - Certification Regarding Debarment

☐ Attachment H – Trafficking Victims Protection Act of 2000

☐ Attachment I - Recipient Information

☒ Attachment J - Budget Summary, Workplan and Deliverables

☐ Attachment K – Budget Detail

☐ Attachment L – Multi-County Fund Distribution

☐ Attachment M - Justification of Advance Payment

Remainder of this page left intentionally blank

STATE OF FLORIDA

DEPARTMENT OF ECONOMIC OPPORTUNITY

FEDERALLY FUNDED SUBGRANT AGREEMENT MODIFICATION

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Modification as of the date set forth below.

RECIPIENT

COUNTY OF MONROE

(Type Legal Name of Recipient)

By: Graham

Sheryl Graham, Acting County Administrator

Type Name and Title Here

Date: 12/18/15

59-6000749

Federal Identification Number

073876757

DUNS* Number

15EA-0F-11-54-01-019

Agreement Number

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Julie A. Dennis, Interim Director
Division of Community Development

Date: _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: _____

SIGNED BY: _____

NAME: **Heather Carruthers**

TITLE: **MAYOR**

DATE: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/30/15

FY2015 LIHEAP AGREEMENT
MODIFIED ATTACHMENT J
BUDGET SUMMARY, WORKPLAN AND DELIVERABLES

FOR DEO USE ONLY
Mod No:
Reviewed By:
Date Reviewed:

RECIPIENT: COUNTY OF MONROE

AGREEMENT: 15EA-0F-11-54-01-019

SECTION I: BUDGET SUMMARY

	A. LIHEAP FUNDS ONLY		B. Last Approved Budget Amount	C. Adjustments to Approved Budget Increase/ (Decrease)	D. TOTAL MODIFIED BUDGET
1	LIHEAP FUNDS		212,598.00		212,598.00
	ADMINISTRATIVE EXPENSES (Cell 2D cannot exceed 8.5% of Cell 1D)*				
	Maximum Administrative Expenses:	*$18,070.83*			
2	Salaries incl Fringe, Rent, Utilities, Travel, Other		17,243.00		17,243.00
	OUTREACH EXPENSES (Cell 3D cannot exceed Cell 1D minus Cell 2D times .15)				
	Maximum Outreach Expenses:	*$29,303.25*			
3	Salaries incl Fringe, Rent, Utilities, Travel, Other		27,845.00		27,845.00
	DIRECT CLIENT ASSISTANCE				
4	Home Energy Assistansce *Cell 4D must be at least 25% of Cell 1D*		75,000.00	0.00	75,000.00
	Minimum Home Energy:	$53,149.50			
5	Crisis Assistance		86,668.00	5,842.00	92,510.00
6	Weather Related / Supply Shortage / Disaster *Cell 6D must be at least 2% of Cell 1D*		5,842.00	(5,842.00)	0.00
	Minimum Weather Related:	$4,251.96			
7	Subtotal Direct Client Assistance (Line 4 + Line 5 + Line 6)		167,510.00	0.00	167,510.00
10	GRAND TOTALS		212,598.00	0.00	212,598.00

SECTION II: WORKPLAN AND DELIVERABLES

Type of Assistance	Last Approved Estimated Number of Households	Amended Estimated Number of Households	Estimated Cost Per Household**	Amended Estimated Expenditures***
Summer Home Energy	125	149	300.00	44,700.00
Winter Home Energy	125	125	300.00	37,500.00
Summer Crisis	175	191	215.00	41,065.00
Winter Crisis	196	194	228.07	44,245.58
Weather Related/Supply Shortage	20			0.00
TOTAL	*641*	*659*		*167,510.58*

* If less than 8.5% of Line 1 is budgeted for Administrative Expenses, the maximum allowed for Outreach Expenses may be increased. The total Administrative Expenses plus the total Outreach Expenses may not exceed the sum of the original maximum allowed for these items.

Total of Line 2 plus Line 3 may not exceed:	$47,374.08	Amount budgeted	Line 2 + Line 3 =	$45,088.00

** Estimated Cost per Household must be based on the agency's historic average cost.

*** Estimated Expenditues given in the Workplan must agree with the corresponding values on Lines 4-7.

BACKUP

Fully Executed

ORIGINAL

MODIFICATION NUMBER [3] OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY LOW INCOME HOME ENERGY ASSISTANCE PROGRAM AND COUNTY OF MONROE

CFDA Number: 93.568 Agreement Number:15EA-0F-11-54-01-019

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS MODIFICATION Number [3] is entered into by the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida, hereinafter referred to as "DEO," and COUNTY OF MONROE, hereinafter referred to as "Recipient" (each individually a "Party" and collectively "the Parties").

WHEREAS, Section (4) of the Agreement provides that modification of the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, DEO and Recipient have entered into the Agreement, pursuant to which DEO has provided an Agreement of Two Hundred Two Thousand Eight Hundred Eighty Dollars and Zero Cents ($202,880.00) to Recipient; and

WHEREAS, the Parties seek to modify the Agreement language to reflect changes in programmatic policies and state laws; and

WHEREAS, FY 2014 carryover funds are available to increase the amount of funding granted to Recipient.

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein, the Parties agree as follows:

1. Paragraph (17)(c), ATTACHMENTS AND EXHIBITS, is hereby modified to read as follows:

(c) This Modification has the following modified attachments and exhibits (check all that are applicable):

- ☒ Exhibit 1 - Audit Requirements
- ☒ Exhibit 1-A – Funding Sources
- ☒ Exhibit 2 – Audit Compliance Certification
- ☐ Exhibit 3 – Federal Requirements
- ☐ Attachment A - Scope of Work
- ☐ Attachment B - Program Statutes and Regulations
- ☐ Attachment C - Reports
- ☐ Attachment D - Property Management and Procurement
- ☐ Attachment E - Statement of Assurances
- ☐ Attachment F - Warranties and Representations
- ☐ Attachment G - Certification Regarding Debarment
- ☐ Attachment H – Trafficking Victims Protection Act of 2000
- ☒ Attachment I - Recipient Information

☒ Attachment J - Budget Summary, Workplan and Deliverables

☒ Attachment K – Budget Detail

☒ Attachment L – Multi-County Fund Distribution

☐ Attachment M - Justification of Advance Payment

2. Paragraph (18)(a), FUNDING/CONSIDERATION, is hereby modified to read as follows:

(a) This is a cost-reimbursement agreement. Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed Two Hundred Twelve Thousand Five Hundred Ninety Eight Dollars and Zero Cents ($212,598.00), subject to the availability of funds and appropriate budget authority. Until DEO provides further notice to Recipient's contact person identified in Attachment I, however, Recipient is only authorized to incur costs in an amount not to exceed Two Hundred Twelve Thousand Five Hundred Ninety Eight Dollars and Zero Cents ($212,598.00). Upon receipt of written notice from DEO authorizing additional costs to be incurred, changes to the costs Recipient may incur must be accomplished using the Informal Modification process identified in Attachment B. The terms of this Agreement shall be considered to have been modified to allow Recipient to incur additional costs upon Recipient's receipt of the written notice from DEO.

This revised agreement amount includes:

1.	$202,880.00	Current LIHEAP Allocation (FY 2015)
2.	$9,718.00	Base Increase/Carryover (FY 2015 and FY 2014)
3.	$212,598.00	Total Modified LIHEAP Allocation

3. Attachment A, Section A., Payment and Deliverables, is hereby modified to read as follows:

Recipient shall be reimbursed monthly for expenditures reported on its Monthly Financial Status Report as described in Attachment C, Reports. Reimbursement shall be made on a monthly basis for the Deliverable accepted by DEO as having been successfully completed.

(1) "Deliverable" is defined as:

a. Certification that Recipient operated during its regular business hours as identified in Attachment F, Warranties and Representations.

(2) The Deliverable shall be reported monthly on Recipient's Monthly Financial Status Report as described in Attachment C, Reports.

(3) Successful completion of the Deliverable shall be determined by receipt by DEO of Recipient's Monthly Financial Status Report containing the certification required in Subparagraph A.(1)a. above.

4. Attachment A, Section C, Definitions, Paragraph (6)c., is hereby modified to read as follows:

c. May be used to pre-pay home energy usage.

5. Attachment A, Section E, Client Services and Benefits, Paragraph (10), is hereby modified to read as follows:

(10) Calculation of income eligibility:

a. Use the past 30 days earnings for all occupants of the household annualized, or the Applicant's most current economic situation.

b. Reference the current year Sources of Allowable Income to determine what is and is not considered as allowable income.

c. Total household income cannot exceed the 150% poverty level.

e. If the Applicant claims that there is no household income, a self-certification is allowable.

f. For Applicants receiving Supplemental Nutrition Assistance Program (SNAP) or Supplemental Security Income (SSI), program qualification approvals or notifications may be used to document household size and income.

6. Attachment A, Section F, Client Records, is hereby modified to read as follows:

Recipient will maintain information in a file for each LIHEAP Client that includes at least the following information:

(1) Client's name, address, sex, and age, and customer name on utility account (if not the Client);

(2) Names, ages, and current identification documentation (no more than one year expired) of all household members;

(3) Social Security Numbers and documentation of such numbers for all household members or the citation to the applicable exemption;

(4) Signed Notice Regarding Collection of Social Security Numbers;

(5) Income amount and method of verification for all household members;

(6) Income documentation to support eligibility;

(7) Signed statement of self-declaration of income, if applicable;

(8) Signed statement of how basic living expenses, such as food, shelter, and transportation are being provided if the total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;

(9) Copies of approval or denial letters, including appeal procedures, provided to the Client;

(10) Documentation of disability income or physician's statement if preference or additional benefit provided due to a disability;

(11) Documentation of Client's obligation to pay the energy bill for the residence in which Client resides;

(12) Signed Authorization for Release of General and/or Confidential Information for LIHEAP Data, or notation that the Client did not sign the waiver;

(13) Utility Account Number;

(14) If LIHEAP prevented disconnection or restored an energy disruption; and

(15) A signed LIHEAP application with signatures of the Applicant, Recipient's representative, and supervisory staff.

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ORIGINAL

STATE OF FLORIDA

DEPARTMENT OF ECONOMIC OPPORTUNITY

FEDERALLY FUNDED SUBGRANT AGREEMENT MODIFICATION

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Modification as of the date set forth below.

RECIPIENT

COUNTY OF MONROE

(Type Legal Name of Recipient)

By: Graham
SHERYL GRAHAM

ACTING COUNTY ADMINISTRATOR
(Type Name and Title Here)

Date: 9/16/15

59-6000749
Federal Identification Number

073876757
DUNS* Number

15EA-0F-11-54-01-019
Agreement Number

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

Paula Lemmo for
By: William B. Killingsworth

William B. Killingsworth, Director
Division of Community Development

Date: 10/1/15

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

Office of the General Counsel
Department of Economic Opportunity

By: Virginia M Tinsley
Approved Date: 9/30/2015

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 10/6/15

MONROE COUNTY
18 23
SEAL
ATTEST: AMY HEAVILIN, CLERK
BY Cheryl Robertson
DEPUTY CLERK

SIGNED BY: Danny P. Kolhage

NAME: DANNY KOLHAGE

TITLE: MAYOR

DATE: 10/21/15

FY 2015 LIHEAP AGREEMENT
EXHIBIT 1
AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

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 DEO 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 DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff 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 (CFO) 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 $300,000 ($500,000 for fiscal years ending after December 31, 2003) 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 agreement indicates Federal resources awarded through DEO 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 DEO. 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 $300,000 ($500,000 for fiscal years ending after December 31, 2003) 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 $300,000 ($500,000 for fiscal years ending after December 31, 2003) 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 the recipient resources obtained from other than Federal entities).

4. Title 2 CFR part 200, entitled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to title 2 CFR part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this Attachment and Agreement accordingly.

Part II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), 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 (for fiscal years ending September 30, 2004 or thereafter), the recipient 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 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 agreement indicates state financial assistance awarded through DEO 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 DEO, 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.

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(8), 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 (for fiscal years ending September 30, 2004 or thereafter), 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, 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 recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:

   http://www.myflorida.com/audgen/pages/flsaa.htm

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 agreement 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 at the address indicated:

   A. DEO at each of the following addresses:

      Electronic copies (preferred): Audit@deo.myflorida.com

      or

      Paper (hard copy):

      Department Economic Opportunity

MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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

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 letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

3. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and 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 DEO for audits done in accordance with OMB Circular A-133 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 recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

FY 2015 LIHEAP AGREEMENT
EXHIBIT 1-A
FUNDING SOURCES

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded. If inapplicable, delete the table below and type "N/A".

Federal Awarding Agency:	U.S. Department of Health and Human Services
Pass-Through Entity:	Florida Department of Economic Opportunity
Federal Award Identification Number:	G-12B2FLCOSR
Federal Award Date:	January 21, 2015
Total Federal Award to Pass-Through Entity:	$69,338,313
Catalog of Federal Domestic Assistance Title:	Low-Income Home Energy Assistance Program
Catalog of Federal Domestic Assistance Number:	93-568
Recipient's DUNS-Registered Name:	COUNTY OF MONROE
Recipient's DUNS Number:	073876757
Federal Funds Obligated to Recipient:	$212,598.00
Project Description:	Home energy assistance to low income households
This is not a research and development award.	***(see 2 CFR § 200.87 if unsure)***
Indirect Cost Rate:	See Exhibit 3 of FY 2015 Subgrant Agreement

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below. If inapplicable, delete the table below and type "N/A".

Federal Program:

1. Recipient shall use the LIHEAP funds to provide energy payment assistance to eligible consumers with low income. These funds will be expended in accordance with all attachments to this Agreement, applicable OMB Circulars, and the FY 2015 LIHEAP State Plan.
2. Recipient shall comply with applicable OMB Circulars and eligibility requirements as set forth in the U.S. Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations, Part 96 – Block Grants, and Title 31 of the Code of Federal Regulations, Part 205 – Cash Management Improvement Act of 1990.

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. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: *NONE*

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program: *NA*

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project: *NA*

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. *NONE*

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by DEO for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Title 2 CFR § 200.331 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 Recipient.

FY 2015 LIHEAP AGREEMENT
EXHIBIT 2

* Completion of form not required at this time per DEO

Audit Compliance Certification	
Email a copy of this form within 60 days of the end of each fiscal year in which this grant was open to audit@deo.myflorida.com.	
Grantee:	
FEIN:	Grantee's Fiscal Year:
Contact's Name:	Contact's Phone:
Contact's Email:	

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Grantee expend $500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did the Recipient expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of title 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

FY2015 LIHEAP AGREEMENT
MODIFIED ATTACHMENT I
RECIPIENT INFORMATION

FEDERAL FISCAL YEAR: 2015 **AGREEMENT PERIOD:** 4/1/2015 **THRU** MARCH 31, 2016

Instructions: Complete the blanks highlighted in yellow. For item III, put an "X" in whichever highlighted box applies to your agency.

I. RECIPIENT: COUNTY OF MONROE **AGREEMENT #:** 15EA-0F-11-54-01-019

II. Agreement Amount: $212,598.00 **Total Direct Client Assistance:** $167,510.00

III. RECIPIENT CATEGORY: [ ] Non-Profit [X] Local Government [ ] State Agency

IV. COUNTY(IES) TO BE SERVED WITH THESE FUNDS: MONROE

V. GENERAL ADMINISTRATIVE INFORMATION

a. Recipient County Location: MONROE COUNTY

b. Executive Director or Chief Administrator: SHERYL GRAHAM

Address: 1100 SIMONTON STREET SUITE 2-257 City: KEY WEST , FL Zipcode: 33040
Telephone: 305-292-4510 Fax: 305-295-4359
Cell: Email: graham-sheryl@monroecounty-fl.gov

Mailing address if different from above
Mailing Address: City: , FL Zipcode:

c. Chief Elected Official for Local Governments or President/Chair of the Board for Nonprofits:

Name: DANNY KOLHAGE Title: COUNTY MAYOR
Address*: 530 WHITEHEAD ST, SUITE 102 City: KEY WEST , FL Zipcode: 33040
Telephone: 305-292-3440 Fax: Email:

**Enter home or business address, telephone numbers and email other than the Recipient's*

d. Official to Receive State Warrant:

Name: AMY HEAVILIN Title: DEPUTY CLERK
Address: 500 WHITEHEAD ST City: KEY WEST , FL Zipcode: 33040

e. Recipient Contacts

1. Program:
Name: SHERYL GRAHAM Title: SR. DIRECTOR SOCIAL SERVICES
Address: 1100 SIMONTON ST, SUITE 2-257 City: KEY WEST , FL Zipcode: 33040
Telephone: 305-292-4510 Fax: 305-295-4359
Cell: Email: graham-sheryl@monroecounty-fl.gov

2. Fiscal:
Name: KIM W. WEAN Title: COMPLIANCE MANAGER
Address: 1100 SIMONTON ST, SUITE 1-190 City: KEY WEST , FL Zipcode: 33040
Telephone: 305-292-4588 Fax: 305-295-4379
Cell: Email: wilkes-kim@monroecounty-fl.gov

f. Person(s) authorized to sign reports:

Name: SHERYL GRAHAM Title: SR. DIRECTOR SOCIAL SERVICES
Name: KIM W. WEAN Title: COMPLIANCE MANAGER
Name: Title:

g. Recipient's FEID Number: 59-6000749 **h. Recipient's DUNS Number:** 73876757

V. RECIPIENT FISCAL YEAR: October 1, 2014 thru September 30, 2015

FY2015 LIHEAP AGREEMENT
MODIFIED ATTACHMENT J
BUDGET SUMMARY, WORKPLAN AND DELIVERABLES

FOR DEO USE ONLY
Mod No:
Reviewed By:
Date Reviewed:

RECIPIENT: COUNTY OF MONROE

AGREEMENT: 15EA-0F-11-54-01-019

SECTION I: BUDGET SUMMARY

	A. LIHEAP FUNDS ONLY		B. Last Approved Budget Amount	C. Adjustments to Approved Budget Increase/ (Decrease)	D. TOTAL AMENDED BUDGET B + C
1	LIHEAP FUNDS		202,880.00	9,718.00	212,598.00
ADMINISTRATIVE EXPENSES	***(Cell 2D cannot exceed 8.5% of Cell 1D*)***				
Maximum Administrative Expenses:		***$18,070.83***			
2	Salaries incl Fringe, Rent, Utilities, Travel, Other		17,243.00	0.00	17,243.00
OUTREACH EXPENSES	***(Cell 3D cannot exceed Cell 1D minus Cell 2D times .15)***				
Maximum Outreach Expenses:		***$29,303.25***			
3	Salaries incl Fringe, Rent, Utilities, Travel, Other		27,845.00	0.00	27,845.00
DIRECT CLIENT ASSISTANCE					
4	Home Energy Assistansce *Cell 4D must be at least 25% of Cell 1D* Minimum Home Energy:	$53,149.50	75,000.00	0.00	75,000.00
5	Crisis Assistance		76,950.00	9,718.00	86,668.00
6	Weather Related / Supply Shortage / Disaster *Cell 6D must be at least 2% of Cell 1D* Minimum Weather Related:	$4,251.96	5,842.00	0.00	5,842.00
7	Subtotal Direct Client Assistance (Line 4 + Line 5 + Line 6)		157,792.00	9,718.00	167,510.00
10	GRAND TOTALS		202,880.00	9,718.00	212,598.00

SECTION II: WORKPLAN AND DELIVERABLES

Type of Assistance	Last Approved Estimated Number of Households	Amended Estimated Number of Households	Estimated Cost Per Household**	Amended Estimated Expenditures***
Summer Home Energy	125	125	300.00	37,500.00
Winter Home Energy	125	125	300.00	37,500.00
Summer Crisis	135	175	215.00	37,625.00
Winter Crisis	135	196	250.22	49,043.12
Weather Related/Supply Shortage	20	20	292.10	5,842.00
TOTAL	*540*	*641*		*167,510.12*

* If less than 8.5% of Line 1 is budgeted for Administrative Expenses, the maximum allowed for Outreach Expenses may be increased. The total Administrative Expenses plus the total Outreach Expenses may not exceed the sum of the original maximum allowed for these items.

Total of Line 2 plus Line 3 may not exceed:	$47,374.08		Amount budgeted	Line 2 + Line 3 =	$45,088.00

** Estimated Cost per Household must be based on the agency's historic average cost.

*** Estimated Expenditues given in the Workplan must agree with the corresponding values on Lines 4-7.

FY 2015 LIHEAP AGREEMENT

MODIFIED ATTACHMENT K
ADMINISTRATIVE AND OUTREACH EXPENSE BUDGET DETAIL (Lines 2-3)

Recipient: COUNTY OF MONROE **Agreement #:** 15EA-0F-11-54-01-019

Instructions: *On the form below, enter the detail of the figures listed on the Budget Summary. If more space is needed, copy this form copy this form to another tab and name the new tabs "Budget Detail 1", "Budget Detail 2", etc.*

Line Item Number	Expenditure Detail (Round all line items to dollars. Do not use cents and decimals in totals. Totals must agree with Attachment J)		LIHEAP FUNDS
2	**ADMINISTRATIVE EXPENSES:**		
	salary: Sr. Director 5% LIHEAP, 15% CCE, 20% MCT, 4% C1, 4% C2, 32% GENERAL REVENUE, 20% WAP 104 HRS X $64.62/HR LOADED WITH FRINGE		6,720.00
	salary: Compliance Manager 5% LIHEAP, 40%CCE, 5% MCT, 5% ADI, 5% CCDA, 5% C1, 5% C2, 30% GENERAL REVENUE 104 HRS X $40.42/HR LOADED WITH FRINGE		4,204.00
	MISC- 1) PHONE, POSTAGE, FREIGHT - 2) PRINTING AND BINDING SUPPLIES - 3) OFFICE SUPPLIES 4) OPERATING SUPPLIES 5) RENTAL/COPIER 6) MAINTENANCE AGREEMENT (annual fee for maintaining internal data client tracking system)	 $319.00 $500.00 $500.00 $500.00 $1,000.00 $2,500.00	5,319.00
	TRAVEL: 2 persons to the Annual FACA training conference (airfare, meals, per diem)		1,000.00
	TOTAL ADMINISTRATIVE EXPENSES		**17,243.00**
3	**OUTREACH EXPENSES**		
	salary: FULL TIME CASE MANAGER (INTAKE, ELIGIBILITY) 15% LIHEAP, 85% GENERAL REVENUE 312 HRS X $30.10/HR LOADED WITH FRINGE		9,391.00
	salary: STAFF ASSISTANTS (TWO INTAKE, ELIGIBILITY) 20% LIHEAP, 80% GENERAL REVENUE 416 HRS X $19.84/HR LOADED WITH FRINGE	$8253.00 x 2 employees	16,507.00
	TRAVEL : 1000 MILES X $.445/PER MILE (estimated local mileage)		445.00
	TRAVEL: 1 person to the Annual FACA training conference (airfare, meals, per diem)		1,000.00
	Other: (consumable office supplies such as postage for mail outs, equipment)		502.00
	TOTAL OUTREACH EXPENSES		**27,845.00**
	DIRECT CLIENT ASSISTANCE:		
4	HOME ENERGY		75,000.00
5	CRISIS		86,668.00
6	WEATHER		5,842.00

FY 2015 LIHEAP AGREEMENT

MODIFIED ATTACHMENT L
MULTI-COUNTY FUND DISTRIBUTION

Recipient: COUNTY OF MONROE

Agreement #: 15EA-0F-11-54-01-019

Number of Counties to be Served with this agreement: one

If the Recipient will serve more than one county with this agreement, complete the form below. Describe how you will equitably allocate LIHEAP resources to each of the counties you serve. This plan must be in part based on the 150% poverty population of each county.

Instructions: Enter appropriate data only in the cells below that are highlighted in yellow. Percentages will automatically populate when the total direct client assistance amount and all three columns for each county are filled in.

Poverty Population Data Souce: Provide the U. S. Census data source for the 150% of poverty population used including the year of the data. If any other data or factors are used in allocating the funds, describe and give the source.	
Data Source and Description:	not applicable only serving one county with this funding

COUNTY	150% POVERTY POPULATION*[1]	COUNTY'S % OF POVERTY POPULATION IN SERVICE AREA	TOTAL DIRECT CLIENT ASSISTANCE* $167,510.00 COUNTY ALLOCATION	% OF AGENCY'S DIRECT CLIENT ASSISTANCE DOLLARS ALLOCATED TO THIS COUNTY
MONROE	100	100%	167,510.00	100.0%
			#VALUE!	
			#VALUE!	
			#VALUE!	
			#VALUE!	
			#VALUE!	
			#VALUE!	
			#VALUE!	
			#VALUE!	
			#VALUE!	
			#VALUE!	
Total Budgeted Direct Client Assistance*	100	100%	#VALUE!	100.0%

* Allocation must be equal to Attachment J, Line 7.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/2016 Department: Social Services

Bulk Item: Yes X No ___ Staff Contact /Phone #: Sheryl Graham/ 292-4510

S Graham 12/30/2015

AGENDA ITEM WORDING: 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 (10/1/14 – services end on 9/30/15; contract ends on 12/31/15) 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 BACKGROUND: Approval of NSIP Amendment #003 will enable Monroe County Social Services Nutrition Program to be reimbursed for an additional 9,986 meals during the contract year.

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted by the BOCC on 10/21/2015 for NSIP Amendment #002 to Contract # US-1551 between the Alliance for Aging, Inc., and Monroe County BOCC/Monroe County Social Services for the contract year 2014-2015 (10/1/14 – services end on 9/30/15; contract ends on 12/31/15).

CONTRACT/AGREEMENT CHANGES: Increase annual funding by $8,315.20 (from $27,414.99 to $35,730.19)

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $ 35,730.19 **INDIRECT COST:** 0

BUDGETED: Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $ 0 **SOURCE OF FUNDS:** GRANT FUNDS

REVENUE PRODUCING: Yes ____ No X **AMOUNT PER YEAR** X

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: Alliance for Aging Inc

Contract # US 1551 Amendment # 003
Effective Date: 10/01/2014
Expiration Date: 12/31/2015

Contract Purpose/Description:

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 (10/1/14 – services end on 9/30/15; contract ends on 12/31/15) 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

Contract Manager: Sheryl Graham (Name) 292-4510 (Ext.) Social Services / Stop #1 (Department/Stop #)

for BOCC Meeting on: 1/20/2016

Graham 12/30/2015

Agenda Deadline: 1/05/2016

CONTRACT COSTS

Total Dollar Value of Contract: $ 35,730.19

Current Year Portion: $ 0

Budgeted? Yes ☐ No ☐

Account Codes: 125-6153115-____-____-

Grant: $ 35,730.19 125-6153215-____-____-

County Match: $ 0 ____-____-____-____-____

ADDITIONAL COSTS

Estimated Ongoing Costs: $0/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	12/18/15	Yes ☐ No ☒	Graham	12/30/15
Risk Management	1.4.16	Yes ☐ No ☑	MSSh	1.4.16
O.M.B./Purchasing	12/30/15	Yes ☐ No ☑	Christine Buckell	12/30/15
County Attorney	1-4-16	Yes ☐ No ☒	Pedro Mercado	1/4/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

THIS AMENDMENT, entered into between the **Alliance for Aging, Inc**. hereinafter referred to as the "Alliance" and **Monroe County Board of Commissioners,** amends contract **US-1551.**

The purpose of this amendment is to increase the reimbursement rate per unit from $0.72 to $0.74 per unit. The amendment also increases the total units paid in this contract from 38,076 to 48,062. This amendment changes the contract total from $27,414.99 to $35,730.19.

Section II, Contract Amount, is hereby amended to read:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Nutrition Services Incentive Program	2014- 2015	OAA	93.053	**$35,730.19**
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				**$35,730.19**

Service to be Provided	Units of Service	Unit Rate	Maximum Units
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	$0.74341312	48,062

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to 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 is hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this 1-page amendment to be executed by their undersigned officials as duly authorized.

PROVIDER: **Monroe County Board of Commissioners**

ALLIANCE FOR AGING, INC.

SIGNED BY: _____ **SIGNED BY:** _____

NAME: SHERYL GRAHAM **NAME:** Max B. Rothman, JD, LL.M

TITLE: ACTING COUNTY ADMINISTRATOR **TITLE:** President/CEO

DATE: 12/18/2015 **DATE:** 12/14/2015

SIGNED BY: _____

NAME: MAYOR HEATHER CARRUTHERS
TITLE: MAYOR OF MONROE COUNTY

DATE: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/23/15

THIS AMENDMENT, entered into between the **Alliance for Aging, Inc.** hereinafter referred to as the "Alliance" and **Monroe County Board of Commissioners,** amends contract **US-1551.**

The purpose of this amendment is to increase the contract amount by $731.24 and increase the level of services accordingly. Allocation of funds as indicated in Section II below. This amendment changes total contract funding from $26,683.75 to $27,414.99. These are recurring funds.

Fully Executed

Section II, Contract Amount, is hereby amended to read:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Nutrition Services Incentive Program	2014- 2015	OAA	93.053	$27,414.99
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				$27,414.99

Service to be Provided	Units of Service	Unit Rate	Maximum Units
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	0.72	38,076

Backup

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to 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 is hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this 1-page amendment to be executed by their undersigned officials as duly authorized.

PROVIDER: **Monroe County Board of Commissioners**

SIGNED BY: S Graham

NAME: SHERYL GRAHAM

TITLE: ACTING COUNTY ADMINISTRATOR

DATE: 9/16/2015

SIGNED BY: Danny P. Kolhage

NAME: DANNY KOLHAGE

TITLE: MAYOR

DATE: 10/21/15.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Pedro J. Muñoz
PEDRO J. MUÑOZ
ASSISTANT COUNTY ATTORNEY
Date 10/1/15

ALLIANCE FOR AGING, INC.

SIGNED BY:

NAME: Max B. Rothman, JD, LL.M

TITLE: President/CEO

DATE: SEP 21 2015

MONROE COUNTY CLERK
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/2016 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services/Transit

Staff Contact Person: Sheryl Graham 305-292-4510
Graham 1/4/2016

AGENDA ITEM WORDING: Approval to advertise a public hearing for the 2/10/16 BOCC meeting to be held in the Upper 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 BACKGROUND: The Florida Department of Transportation (FDOT) Section 5310 Grant is applied for on an annual basis by the Monroe County Social Services Transit department. This grant is intended to enhance mobility for seniors and persons with disabilities by providing funding for programs such as Monroe County Social Services Transportation (MCT) to purchase vehicles. These vehicles are equipped to serve the special needs of transit dependent populations beyond traditional public transportation and in accordance with the Americans with Disabilities Act (ADA). We are requesting 2 additional buses for FFY 2016 to replace our aging fleet.

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted by the BOCC on 1/21/15 to hold public input meeting to purchase two transportation buses and acceptance of any subsequent grant awards.

CONTRACT/AGREEMENT CHANGES: **N/A**

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $500 max **BUDGETED:** Yes X No ___

COST TO COUNTY: **$ 500 max** **SOURCE OF FUNDS:** **001-61525-530498**

REVENUE PRODUCING: Yes N/A No __ **AMOUNT PER: MONTH:** ____ **YEAR:** ____

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

DOCUMENTATION: Included X Not Required ____ To Follow _____

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 8/06

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: State of Florida, Department of Transportation (FDOT)

Contract:

Effective Date: FY 2016

Expiration Date:

Contract Purpose/Description: Approval to advertise a public hearing for the 2/10/16 BOCC meeting to be held in the Upper 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.

Contract Manager: Sheryl Graham (Name) 292-4510 (Ext.) Social Services/Stop 1 (Department/Stop #)

Graham 1/4/2016

For BOCC meeting on 1/20/2016 Agenda Deadline: 1/5/2016

CONTRACT COSTS

Total Dollar Value of Contract: approx: $500 max

Current Year Portion: $_____

Budgeted Yes XX No ☐

Account Codes: **001-61525**_____-_____-_____-_____-_____-_____-_____-_____-_____-_____-_____-_____

County Match: n/a

Additional Match: -0-

Total Match: n/a

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 Head	1/4/16	Yes ☐ No ☒	Graham	1/4/16
Risk Management	1.4.16	Yes ☐ No ☒	MJS	1.4.16
O.M.B./Purchasing	1/5/16	Yes ☐ No ☑	Christine Bracelli	1/5/16
County Attorney	1/4/16	Yes ☐ No ☒	Peter Mercier	1/4/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

2016

U.S.C. SECTION 5310

FORMULA GRANTS FOR THE ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES

20.513

OPERATING AND CAPITAL ASSISTANCE APPLICATION MANUAL

FLORIDA DEPARTMENT OF TRANSPORTATION - PUBLIC TRANSIT OFFICE

10.8. EXHIBIT C: PUBLIC HEARING

An opportunity for a public hearing is required ONLY for public agencies requesting capital grants under Section 5310. An application for Section 5310 submitted by a public agency should contain a copy of the notice of public hearing (identified as Exhibit C) and an affidavit of publication.

A sample public notice is located in the Appendix of this manual. A public notice should contain all pertinent information relating to the project (such as number and types of vehicles as well as the estimated cost of the vehicles) and should be published at least one time in a newspaper of general circulation in the applicant's service area, no less than 15 or more than 30 days prior to the submission of an application. The notice should state that persons requesting a hearing must notify the applicant of the request, in writing, and send a copy of the request for a hearing to the FDOT District Office.

The deadline for hearing requests **must** be prior to the date applications are due at the District Office. If a hearing is requested:

1. A hearing **must be** conducted;
2. The FDOT District Office must be notified of the date, time, and location of the hearing; and
3. A copy of the minutes of the hearing (to include a discussion of issues raised and resolution of issues) must be submitted to the FDOT District Office, before a Section 5310 award can be made.

11.4. SAMPLE - PUBLIC NOTICE

(Pertains to Exhibit C)

All interested parties within (counties affected) are hereby advised that (public agency) is applying to the Florida Department of Transportation for a capital grant under Section 5310 of the Federal Transit Act of 1991, as amended, for the purchase of (description of equipment) to be used for the provision of public transit services within (defined area of operation).

This notice is to provide an opportunity for a Public Hearing for this project. This public notice is to ensure that this project and the contemplated services will not duplicate current or proposed services provided by existing transit or paratransit operators in the area.

This hearing will be conducted if and only if a written request for the hearing is received by (Specify due date).

Requests for a hearing must be addressed to (Public Agency name and address) and a copy sent to (name and address of appropriate FDOT District Office.)

All public notices must include the following language:

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in Public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status.

Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging)

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/21/15 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services/Transit

Staff Contact Person: Sheryl Graham 305-292-4511
Graham 12/31/2014

AGENDA ITEM WORDING: Request approval to advertise a public hearing for the 2/18/15 BOCC meeting to be held in the Upper Keys. The public hearing is to satisfy public input grant application requirements and to consider approval of Grant Award FTA Section 5310 –YEAR 40 (FFY 2015-2016) Capital Assistance Grant for the purpose of purchasing two para-transit vehicles (bus) to serve the transportation needs of the elderly and persons with disabilities in Monroe County.

ITEM BACKGROUND: The Florida Department of Transportation Section 5310 Grant is generally applied for on an annual basis by the Monroe County Social Services Transit department. This grant is intended to enhance mobility and accessibility for seniors and persons with disabilities by providing funding for programs such as Monroe County Social Services Transportation (MCT) to purchase vehicles. These vehicles are equipped to serve the special needs of transit dependent populations beyond traditional public transportation and in accordance with the Americans with Disabilities Act (ADA).

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted by the BOCC on 1/16/14 to hold public input meeting to purchase one transportation bus and acceptance of any subsequent grant awards.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval

TOTAL COST: n/a **BUDGETED:** Yes X No __ BACK UP

COST TO COUNTY: n/a **SOURCE OF FUNDS: GRANT**

REVENUE PRODUCING: Yes N/A No __ **AMOUNT PER: MONTH:** **YEAR:**

APPROVED BY: County Atty. [signature] OMB/Purchasing [signature] Risk Management [signature]

DOCUMENTATION: Included X Not Required ___ To Follow ___

DISPOSITION: **AGENDA ITEM #**

Revised 8/06

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: State of Florida, Department of Transportation (FDOT)

Contract:

Effective Date:

Expiration Date:

Contract Purpose/Description: Request approval to advertise a public hearing for the 1/16/2014 BOCC meeting to be held in Key West. The public hearing is to satisfy public input grant application requirements and to consider approval of a resolution authorizing the signing and submission for a Florida Department of Transportation Section 5310 Capital Assistance Grant funding for the purposes of purchasing a para-transit vehicle (bus) to serve the transportation needs of the elderly and persons with disabilities in Monroe County.

Contract Manager: Sheryl Graham (Name) Graham 11/20/13 292-4511 (Ext.) Social Services/Stop 1 (Department/Stop #)

For BOCC meeting on 12/11/2013 Agenda Deadline: 11/25/2013

CONTRACT COSTS

Total Dollar Value of Contract: approx: N/A

Current Year Portion: $_____

Budgeted? Yes X No ☐

Account Codes: 001-61525_____-_____-_____-_____-_____-_____-_____-_____-_____-_____-_____-_____

County Match: n/a

Additional Match: -0-

Total Match: n/a

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
Division Director	11/25/13	Yes ☐	No ☐		11/25/13
Risk Management	11-25-13	Yes ☐	No ☑		11-25-13
O.M.B./Purchasing	11/25/13	Yes ☐	No ☑	Christina Bucker	11/25/13
County Attorney	11/21/13	Yes ☐	No ☒	Peter Medros	11/21/13

Comments: _____

OMB Form Revised 2/27/01 MCP #2

2015

U.S.C. Section 5310

Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities

20.513

5 3 1 0

OPERATING AND CAPITAL ASSISTANCE

APPLICATION MANUAL

FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSIT OFFICE

County of Monroe
The Florida Keys

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

Exhibit C

Public Notice

All interested parties within Monroe County are hereby advised that Monroe County Board of County Commissioners/Monroe County Social Services/Monroe County Transit is applying to the Florida Department of Transportation for a Capital grant under Section 5310 of the Federal Transit Act of 1991, as amended, for the purchase of two (2) 21' Champion Cutaway paratransit vehicles, made by Creative Bus Sales to be used for the provision of public transit services within Monroe County, Florida.

A Public Hearing has been scheduled on February 18, 2015 at 3:00P.M. at the Nelson Government Center, 102050 Overseas Highway, Key Largo, Florida 33037, Monroe County, Florida, for the purpose of advising all interested parties of service being contemplated if a grant is awarded, and to ensure that contemplated services would not represent a duplication of current or proposed services provided by existing transit or paratransit operators in the area.

This hearing will be conducted if and only if a written request for the hearing is received by February 16, 2015.

Request for a hearing must be addressed to Monroe County Social Services, Sheryl Graham, Social Services Director, 1100 Simonton Street, 2-257, Key West, Florida 33040 and a copy sent to Dionne Richardson, FDOT District Office, 1000 N.W. 111th Avenue, Room 6111, Miami, Florida 33172.

EXHIBIT C

Public Hearing

An opportunity for a public hearing is required ONLY for Public Agencies requesting Capital grants under Section 5310. An application for Section 5310 submitted by a public agency should contain a copy of the notice of public hearing (identified as Exhibit C) and an affidavit of publication. If Exhibit C is not applicable, this should be stated in the application.

A sample public notice is located in the Appendix of this manual. A public notice should contain all pertinent information relating to the project (such as number and types of vehicles as well as the estimated cost of the vehicles) and should be published at least one time in a newspaper of general circulation in the applicant's service area, no less than 15 or more than 30 days prior to the submission of an application. The notice should state that persons requesting a hearing must notify the applicant of the request, in writing, and send a copy of the request for a hearing to the FDOT District Office.

The deadline for hearing requests **must** be prior to the date applications are due at the District Office. If a hearing is requested:

1. A hearing must be conducted;
2. The FDOT District Office must be notified of the date, time, and location of the hearing; and
3. A copy of the minutes of the hearing (to include a discussion of issues raised and resolution of issues) must be submitted to the FDOT District Office, before a Section 5310 award can be made.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY
ADD ON – 3 P.M. PUBLIC HEARING

Meeting Date: 1/16/14 Division: County Administrator

Bulk Item: Yes ___ No XX Department: Social Services/Transit

Staff Contact Person: Sheryl Graham 305-292-4511

AGENDA ITEM WORDING: A public hearing to satisfy public input grant application requirements and to consider approval of Grant Award FTA Section 5310 –YEAR 39 (FFY 2014-2015) Capital Assistance Grant for the purpose of purchasing a para-transit vehicle (bus) to serve the transportation needs of the elderly and persons with disabilities in Monroe County.

ITEM BACKGROUND: The Florida Department of Transportation Section 5310 Grant is generally applied for on an annual basis by the Monroe County Social Services Transit department. This grant is intended to enhance mobility and accessibility for seniors and persons with disabilities by providing funding for programs such as Monroe County Social Services Transportation (MCT) to purchase vehicles. These vehicles are equipped to serve the special needs of transit dependent populations beyond traditional public transportation and in accordance with the Americans with Disabilities Act (ADA).

Although the BOCC, on 12/11/13, authorized the advertisement of and holding this public hearing for its 1/16/2014 meeting, this item was inadvertently omitted from the January 2014 agenda. The hearing has been advertised in *The Key West Citizen* on 12/20/13, the *Keynoter* on 12/21/13, and *The Reporter* on 12/20/13 for 1/16/14 at 3 pm. Due to application and advertisement deadlines in the grant requirements, this hearing must be held on 1/16/2014.

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted by the BOCC on 12/11/13 (Item C5) to hold public hearing on 1/16/2014 to solicit input on the purchase of one transportation bus and acceptance of any subsequent grant awards.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval

TOTAL COST: n/a **BUDGETED:** Yes X No ___

COST TO COUNTY: n/a **SOURCE OF FUNDS:** GF

REVENUE PRODUCING: Yes N/A No _ **AMOUNT PER: MONTH:** YI

APPROVED BY: County Atty. NBS 1/13/14 OMB/Purchasing ___ Risk Management _ BACCEP

DOCUMENTATION: Included X Not Required ___ To Follow _____

NOTICE OF PUBLIC HEARING

ALL INTERESTED PARTIES WITHIN MONROE COUNTY, FLORIDA are hereby advised that the Board of County Commissioners of Monroe County, Florida, is considering applying to the Florida Department of Transportation for a capital grant under Section 5310 of the Federal Transit Act of 1991, as amended, for the purchase of one (1) 21' Glaval para-transit bus, made by Getaway Bus, Inc., approximate cost $75,000.00, to be used for the provision of public transit services within Monroe County, Florida.

A public hearing has been scheduled for **January 16, 2014, at 3:00 P.M. at the Harvey Government Center, 1200 Truman Avenue, Key West, Monroe County, Florida,** to advise all interested parties of service being contemplated if a grant is awarded, and to ensure that contemplated services would not represent a duplication of current or proposed services provided by existing transit or para-transit operators in the area.

Any person requesting a hearing must notify the applicant, Sheryl Graham, Social Services Director, Monroe County Social Services, 1100 Simonton Street, 2-257, Key West, FL 33040 of the request, **in writing,** and send a copy of the request for a hearing to Dionne Richardson, Manager, FDOT District Office, 1000 N. W. 111th Avenue, Room 6111, Miami, FL 33172. The request for a hearing must be received no later than two (2) days prior to the scheduled public hearing.

Pursuant to Section 286.0105, Florida Statutes, notice is given that if a person decides to appeal any decision made by the Board with respect to any matter considered at such hearings or meetings, he will need a record of the proceedings, and that, for such purpose, he may 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.

Florida Law and Title VI of the Civil Rights Act of 1964 prohibits Discrimination in Public Accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status. Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging).

Dated at Key West, Florida, this 12th day of December, 2013.

AMY HEAVILIN, Clerk of the Circuit Court
and ex officio Clerk of the Board of County
Commissioners of Monroe County, Florida

Publication dates:

Key West Citizen	**(Fr) 12/20/13**
Keynoter	**(Sa) 12/21/13**
Reporter	**(Fr) 12/20/13**

Sheryl 1/55
1/8/14

NOTICE OF PUBLIC HEARING

ALL INTERESTED PARTIES WITHIN MONROE COUNTY, FLORIDA are hereby advised that the Board of County Commissioners of Monroe County, Florida, is considering applying to the Florida Department of Transportation for a capital grant under Section 5310 of the Federal Transit Act of 1991, as amended, for the purchase of one (1) 21' Glaval para-transit bus, made by Getaway Bus, Inc., approximate cost $75,000.00, to be used for the provision of public transit services within Monroe County, Florida

A public hearing has been scheduled for **January 16, 2014, at 3:00 P.M. at the Harvey Government Center, 1200 Truman Avenue, Key West, Monroe County, Florida,** to advise all interested parties of service being contemplated if a grant is awarded, and to ensure that contemplated services would not represent a duplication of current or proposed services provided by existing transit or para-transit operators in the area.

Any person requesting a hearing must notify the applicant, Sheryl Graham, Social Services Director, Monroe County Social Services, 1100 Simonton Street, 2-257, Key West, FL 33040 of the request, in writing, and send a copy of the request for a hearing to Dionne Richardson, Manager, FDOT District Office, 1000 N. W. 111th Avenue, Room 6111, Miami, FL 33172. The request for a hearing must be received no later than two (2) days prior to the scheduled public hearing.

Pursuant to Section 286.0105, Florida Statutes, notice is given that if a person decides to appeal any decision made by the Board with respect to any matter considered at such hearings or meetings, he will need a record of the proceedings, and that, for such purpose, he may 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.

Florida Law and Title VI of the Civil Rights Act of 1964 prohibits Discrimination in Public Accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status. Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging).

STATE OF FLORIDA
COUNTY OF MONROE

Before the undersigned authority personally appeared Tommy Todd, who on oath says that he is Advertising Director of the Key West Citizen, a daily newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisement, being a legal notice in the matter of

Notice of Public Hearing
Capital Grant Application - Transit Services

was published in said newspaper in the issue(s) of

December 20, 2013

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspaper has heretofore been continuously published in said Monroe County, Florida every day, and has been entered as second-class mail matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Sworn and subscribed before me this 20 day of December, 2013

Notary Public:

DAWN KAWZINSKY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE157233
Expires 1/4/2016

Dawn Kawzinsky
Expires: 1/4/16

Notary Seal

Personally Known x Produced Identification _____

Type of Identification Produced _____

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 12/11/13 Division: County Administrator

Bulk Item: Yes X No ___ Department: Social Services/Transit

Staff Contact Person: Sheryl Graham 305-292-4511 Graham 11/20/13
@ 11/20/13

AGENDA ITEM WORDING: Request approval to advertise a public hearing for the 1/16/2014 BOCC meeting to be held in Key West. The public hearing is to satisfy public input grant application requirements and to consider approval of a resolution authorizing the signing and submission for a Florida Department of Transportation Section 5310 Capital Assistance Grant funding for the purposes of purchasing a para-transit vehicle (bus) to serve the transportation needs of the elderly and persons with disabilities in Monroe County.

ITEM BACKGROUND: The Florida Department of Transportation Section 5310 Grant is generally applied for on an annual basis by the Monroe County Social Services Transit department. This grant is intended to enhance mobility and accessibility for seniors and persons with disabilities by providing funding for programs such as Monroe County Social Services Transportation (MCT) to purchase vehicles. These vehicles are equipped to serve the special needs of transit dependent populations beyond traditional public transportation and in accordance with the Americans with Disabilities Act (ADA).

PREVIOUS RELEVANT BOCC ACTION: Approval granted by the BOCC on 1/16/13 of a public hearing to satisfy public input grant application requirements for the purposes of purchasing one transportation bus and acceptance of any subsequent grant awards.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval

TOTAL COST: n/a **BUDGETED:** Yes X No ___

COST TO COUNTY: n/a **SOURCE OF FUNDS:** GRANT

REVENUE PRODUCING: Yes N/A No _ **AMOUNT PER:** MONTH: YEAR:

APPROVED BY: County Atty [signature] OMB/Purchasing [signature] Risk Management [signature]

DOCUMENTATION: Included X Not Required ___ To Follow ___

DISPOSITION: ___ **AGENDA ITEM #** C-5

Revised 8/06

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: State of Florida, Department of Transportation (FDOT)

Contract:

Effective Date:

Expiration Date:

Contract Purpose/Description: Request approval to advertise a public hearing for the 2/18/15 BOCC meeting to be held in the Upper Keys. The public hearing is to satisfy public input grant application requirements submission for a Florida Department of Transportation Section 5310 Capital Assistance Grant funding for the purposes of purchasing two para-transit vehicles (bus) to serve the transportation needs of the elderly and persons with disabilities in Monroe County.

Contract Manager:	Sheryl Graham (Name) Graham 12/31/14	292-4511 (Ext.)	Social Services/Stop 1 (Department/Stop #)
For BOCC meeting on 1/21/15		Agenda Deadline:	1/6/15

CONTRACT COSTS

Total Dollar Value of Contract: approx: N/A

Current Year Portion: $_____

Budgeted? Yes X No ☐

Account Codes: **001-61525**_____-_____-_____-_____-_____-_____-_____-_____-_____-_____-_____

County Match: n/a
Additional Match: -0-
Total Match: n/a

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
Division Director	1/6/15	Yes ☐ No ☑		1/6/15
Risk Management		Yes ☐ No ☑		1.5.15
O.M.B./Purchasing	12/31/14	Yes ☐ No ☑	Christina Bracket	1/6/15
County Attorney	12/31/14	Yes ☐ No ☑		12/31/14

Comments: _____

OMB Form Revised 2/27/01 MCP #2

2014

U.S.C. Section 5310

Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities

5310

OPERATING AND CAPITAL ASSISTANCE APPLICATION MANUAL

EXHIBIT C

Public Hearing

An opportunity for a public hearing is required ONLY for Public Agencies requesting Capital grants under Section 5310. An application for Section 5310 submitted by a public agency should contain a copy of the notice of public hearing (identified as Exhibit C) and an affidavit of publication. If Exhibit C is not applicable, this should be stated in the application.

A sample public notice is located in the Appendix of this manual. A public notice should contain all pertinent information relating to the project (such as number and types of vehicles as well as the estimated cost of the vehicles) and should be published at least one time in a newspaper of general circulation in the applicant's service area, no less than 15 or more than 30 days prior to the submission of an application. The notice should state that persons requesting a hearing must notify the applicant of the request, in writing, and send a copy of the request for a hearing to the FDOT District Office.

The deadline for hearing requests must be prior to the date applications are due at the District Office. If a hearing is requested:

1. A hearing must be conducted;
2. The FDOT District Office must be notified of the date, time, and location of the hearing; and
3. A copy of the minutes of the hearing (to include a discussion of issues raised and resolution of issues) must be submitted to the FDOT District Office, before a Section 5310 award can be made.

EXHIBIT D

Coordination

If the applicant is a Community Transportation Coordinator (CTC), this information should be shown in Exhibit D of the application. Attached to Exhibit D should be a copy of the CTC's certification.

If the applicant is not a CTC, a copy of the written coordination agreement between the applicant and the CTC in the appropriate service area should be identified as Exhibit D and included in the application. The agreement must be specific as to how the services to be provided will complimentary to the services the CTC provides, and how duplication and fragmentation of services will be avoided. If the applicant's service extends into areas covered by more than one CTC, copies of all applicable coordination agreements should be included in the application. An executed Commission for the Transportation Disadvantaged **Coordination Contract** or similar document may serve as the written coordination agreement. Applications submitted without the appropriate coordination agreement may be rejected by FDOT. Grant awards will not be made without an appropriate coordination agreement.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1-20-16 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services/Transit

Staff Contact Person: Sheryl Graham
(305) 292-4511
E Graham 1/4/2016

AGENDA ITEM WORDING: 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 BACKGROUND: The Florida Department of Transportation (FDOT) Section 5310 Grant is applied for on an annual basis by the Monroe County Social Services Transit Department. This grant is intended to enhance mobility for seniors and persons with disabilities by providing funding for programs to serve the special needs of transit dependent populations beyond traditional public transportation and in accordance with the Americans with Disabilities Act (ADA). We are requesting 2 additional buses for FFY 41 to replace our aging fleet.

PREVIOUS RELEVANT BOCC ACTION: Approval granted by the BOCC on 1/21/15 to hold public input meeting to purchase one transportation bus and acceptance of any subsequent grant awards.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $260,000 Grant Funds (maximum) **BUDGETED:** ___ No ___

COST TO COUNTY: $26,000 (cash match required-maximum) **SOURCE OF FUNDS: FDOT 5310 Grant Funds**

REVENUE PRODUCING: Yes N/A No _ **AMOUNT PER: MONTH:** **YEAR:**

APPROVED BY: County Atty. 1/14 OMB/Purchasing CB Risk Management

DOCUMENTATION: Included X Not Required ___ To Follow ___

DISPOSITION: ___ **AGENDA ITEM #** ___

Revised 8/06

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: State of Florida, Department of Transportation (FDOT)

Contract:

Effective Date: FY 2016

Expiration Date:

Contract Purpose/Description: 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.

Contract Manager: Sheryl Graham (Name) 292-4510 (Ext.) Social Services/Stop 1 (Department/Stop #)

Graham 1/4/2016

For BOCC meeting on 1/20/2016 Agenda Deadline: 1/5/2016

CONTRACT COSTS

Total Dollar Value of Contract: approx. $260,000 (maximum) FDOT Grant Funds

Current Year Portion: $_____

Budgeted? Yes ☐ No ☐

Account Codes: 001-61525_____-_____-_____-_____-_____-_____-_____-_____-_____-_____-_____-_____

County Match: $26,000 (maximum)

Additional Match: -0-

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 Head	1/4/2016	Yes ☐	No ☒	Graham	1/4/2016
Risk Management	1/4/16	Yes ☐	No ☑		1/4/16
O.M.B./Purchasing	1/5/16	Yes ☐	No ☑		1/5/16
County Attorney	1/4/16	Yes ☐	No ☒		1/4/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

To: sbrewer@cilofthekeys.org; 'shelley@soflacil.org'; 'jkowalchik@coralgables.com'; nwhitaker@keywestcity.com; 'cworth@miamigov.com'; 'Ccruz-casas@miamigov.com'; Delia Rosa Kennedy -OpaLocka- (DKennedy@Opalockafl.gov); JD Chandra McClain Burgess (cmbvisions@yahoo.com); 'coffo.inc@coffo.org'; ali.imran021@gmail.com; Wade, Natasha -MDComm Action- (CAHSD); 'rpdavis@chisouthfl.org'; Nick; 'ahorenstein@alperjcc.org'; 'deedcogardens@bellsouth.net'; 'jdyess@dgcmhc.org'; 'csainvil@sfl.easterseals.com'; Dorit Matthews (dmatthews@frcflorida.org); salverez@frcflorida.org; 'dbley@fkcs.org'; 'fkoc4homeless@cs.com'; 'newlifeforall@aol.com'; sandrabaker08@comcast.net; 'gtenderhaven1@yahoo.com'; mpalenzuela@goodwillmiami.org; janicerios14@yahoo.com; wzubkoff@hebrewhomes.org; APerez@hialeahhousing.org; rossonk@miamisprings-fl.gov; 'marjpal@msn.com'; 'historic@bellsouth.net'; gtetteh@hcnetwork.org; Dwight Christie (dchristie@hcnetwork.org); 'Egoldfarb@jcsfl.org'; 'shildenbrand@tleschool.org'; lbruno@lhanc.org; Sharella Everett; Violet Gonzalez 'violetg@mactown.org'; saintjoseph0888@bellsouth.net; destjoseph@aol.com; Cadiz, Dennis; jangel@banyanhealth.org; David Sharfman 'dsharfman@miamibridge.org'; Oscar Camejo (OSC@miamidade.gov); Heidy Farinas -MIA Lighthouse- (HFarinas@MiamiLighthouse.org); garyb@marjcc.org; davids@marjcc.org; 'mfraga@regishouse.org'; 'dnunez@chsfla.com'; 'sams@comcast.net'; 'eswanson@sfrpc.com'; michael@stepsflorida.org; barbara@stepsflorida.org; Gabriel Parra; Gail Bailey; Doug Campbell <dcampbell@campbellgrp.com>; 'yalvarez@med.miami.edu'; bwilson@chsfla.com

Cc: Richardson, Dionne G.; Dube, Chris; Carolyn Haia; Mia Marin (MIAM@miamidade.gov); Rockwell, Elizabeth (MPO; Stinnette, Lazara (lstinnette@cutr.usf.edu); Stutts, Elizabeth; Westbrook, Robert; Schepers, Erin; Edward Bart (ebart@cutr.usf.eduINTERNET); Cristina Tuero (CTuero@healthcouncil.org); Ripley, Ismir; Contreras, Rosa; Boucle, Aileen

Subject: RE: FDOT-D6 Workshop> FTA Section 5310 Program - FFY16-FY 41 (2016-2017)

Attachments: 2016_5310 FFY16-FY41_Operating Capital Assistance Manual.pdf

Hello,

As a follow up to the District 6 FTA Section 5310 Program Year 41 (2016-2017) Workshop notification and for all attendees to have a copy of the needed 2016 Application/Manual, please see attached.

You may also use the following link –

http://www.dot.state.fl.us/transit/Pages/grantsadministration.shtm

- And you may log in to TransCIP where a copy has been uploaded on the 'Resources Tab' in the Section 5310 – 2016 Application/Manual.

You should begin to review and be aware that changes have been made from the previous edition. Be ready to discuss any questions or concerns you may have at the Workshop.

Feel free to contact our Office with any concerns.

Thank you,

Raymond Freeman

alejandro@camillus.org; 'ruth.rios@charlee.org'; Citrus Health (brendah@citrushealth.com); Stephanie Feldman (sfeldman@fellowshiphouse.org); Harry Fruhman (HFruhman@plazahealthnetwork.org); Fabian Thurston (fthurston@hcnetwork.org); Betty Ruano; Aileen Rowe MARC (aileenrowe@gmail.com); Anna Marie Haskins (Haskins-Anna@monroecounty-fl.gov); kzaremba@sunrisegroup.org; Ana De Nobrega -TLES- (adenobrega@tleschool.org); Jose Rodriguez; Sherri Cunningham; Regalado, Isabel C; 'naturelinksmiami1@gmail.com'; 'cperez@ademiami.org'; 'glenn@bwom.org'; aquinoa@bwom.org; sbrewer@cilofthekeys.org; 'shelley@soflacil.org'; 'ruth.rios@charlee.org'; 'jkowalchik@coralgables.com'; nwhitaker@keywestcity.com; 'cworth@miamigov.com'; 'Ccruz-casas@miamigov.com'; Delia Rosa Kennedy -OpaLocka- (DKennedy@Opalockafl.gov); JD Chandra McClain Burgess (cmbvisions@yahoo.com); 'coffo.inc@coffo.org'; ali.imran021@gmail.com; Wade, Natasha -MDComm Action- (CAHSD); 'natalia@chcmiami.org'; 'rpdavis@chisouthfl.org'; Nick; 'ahorenstein@alperjcc.org'; 'deedcogardens@bellsouth.net'; 'jdyess@dgcmhc.org'; 'csainvil@sfl.easterseals.com'; Dorit Matthews (dmatthews@frcflorida.org); salverez@frcflorida.org; 'dbley@fkcs.org'; 'fkoc4homeless@cs.com'; 'newlifeforall@aol.com'; sandrabaker08@comcast.net; 'gtenderhaven1@yahoo.com'; mpalenzuela@goodwillmiami.org; janicerios14@yahoo.com; wzubkoff@hebrewhomes.org; APerez@hialeahhousing.org; rossonk@miamisprings-fl.gov; 'marjpal@msn.com'; 'historic@bellsouth.net'; gtetteh@hcnetwork.org; Dwight Christie (dchristie@hcnetwork.org); 'Egoldfarb@jcsfl.org'; 'shildenbrand@tleschool.org'; lbruno@lhanc.org; Sharella Everett; Clint Bower; Violet Gonzalez 'violetg@mactown.org'; saintjoseph0888@bellsouth.net; destjoseph@aol.com; Cadiz, Dennis; jangel@banyanhealth.org; David Sharfman 'dsharfman@miamibridge.org'; Oscar Camejo (OSC@miamidade.gov); Heidy Farinas -MIA Lighthouse- (HFarinas@MiamiLighthouse.org); garyb@marjcc.org; davids@marjcc.org; 'mfraga@regishouse.org'; 'dnunez@chsfla.com'; 'sams@comcast.net'; 'eswanson@sfrpc.com'; michael@stepsflorida.org; barbara@stepsflorida.org; Gabriel Parra; Gail Bailey; Doug Campbell <dcampbell@campbellgrp.com>; 'yalvarez@med.miami.edu'; bwilson@chsfla.com
Cc: Richardson, Dionne G.; Freeman, Raymond; Dube, Chris; Carolyn Haia; Mia Marin (MIAM@miamidade.gov); Rockwell, Elizabeth (MPO; Stinnette, Lazara (lstinnette@cutr.usf.edu); Stutts, Elizabeth; Westbrook, Robert; Schepers, Erin; Edward Bart (ebart@cutr.usf.eduINTERNET); Cristina Tuero (CTuero@healthcouncil.org); Ripley, Ismir; Contreras, Rosa; Boucle, Aileen
Subject: FDOT-D6 Workshop> FTA Section 5310 Program - FFY16-FY 41 (2016-2017)

Dear Agencies,

The Florida Department of Transportation (FDOT) – District Six anticipates the availability of federal and state capital assistance for agencies based in Miami-Dade and Monroe Counties for Federal Fiscal Year 16 – Program Year 41 (2016-2017) of the Federal Transit Administration (FTA) Section 5310 Program. This grant program is available to private, Non-profit organizations and to public bodies approved by the State to purchase vehicles to serve the transportation needs of the elderly and persons with disabilities.

If your organization is interested in applying for assistance under FTA Section 5310 Program, you are strongly encouraged to attend to one of our yearly workshops below:

Miami-Dade County

Place:	Florida Department of Transportation – District Six
	1000 NW 111th AVE **(Auditorium)**
	Miami, FL 33172
Time:	10:00 AM – 12:00 PM
Date:	Monday, December 7th, 2015

Monroe County

Place:	Florida Department of Transportation – District Six

	Marathon Operations Center
	3100 Overseas Highway
	Marathon, FL 33050
Time:	10:30 AM – 12:00 PM
Date:	Wednesday, December 9th, 2015

PLEASE KEEP IN MIND AT ALL TIMES THAT:

- Submitting in a timely manner your agency **Annual Operating Report (AOR)** and keeping active a **Community Transportation Coordination (CTC)** agreement ***in effect is a mandatory requirement*** of receiving vehicles acquired through the FTA Section 5310 Program, and a crucial requirement for previous 5310 applicants to keep active if they wish to continue operations with vehicles that already have been granted through Section 5310, during the useful life of the vehicle whether the agency applies or not to the Federal Fiscal Year (2016-2017) Grant Cycle Funding.

- All returning FTA Section 5310 Applicants (with vehicles purchase though 5310 program) must have a current, active and fully executed CTC (signed by the Board of Commissioners), with their respective local county coordinator when applications are due. New applicants without program vehicles must need to coordinate with your local county coordinator as well to find out about dates and first time applicant requirements.

  Please see below, CTC coordinators for Miami Dade & Monroe County

  Miami-Dade County CTC Coordinator:
  Mia B. Marin, Grants Administration / Department of transportation &Public Works (DTPW) *-former MDT-*
  701 NW 1st Court (Suite 1300) Miami, FL 33136
  TEL: (786) 469-5061 * FAX: (786) 469-5576
  EMAIL: miam@miamidade.gov
  www.miamidade.gov/transit

  Monroe County CTC Coordinator (interim):
  Frank Rabbito, Sr. Vice President / Guidance-Care Center
  3000 41st Street Ocean, Marathon, FL 33050
  TEL: (305) 799-1286 *FAX: (305) 434-9040
  EMAIL: frank.rabbito@westcare.com
  www.guidancecarecenter.org

- **All previous and new applicants in possession of 5310 vehicle must submit proper documentation in timely manner to have their CTC renewed on a yearly basis.** If Annual Operating report is not submitted, CTC will not be renewed for the following year, the agency will out of compliance and consequently it will be at the District discretion to determine the future of vehicles once granted under FTA Section 5310 Grant and participation in future grant cycles.

Application Packages will be distributed at the workshops. If your agency cannot attend either workshop you may request a package in writing after December 9th, 2015.

FTA Section 5310 Program requirements and manual have substantially changed from previous versions, the District deeply encourages your organization to please attend this workshop to be aware and well informed about these changes, involving the manual an application requirements.

Please feel free to forward this email to any agency you feel appropriate.

Should you have any questions regarding the FTA Section 5310 Program please do not hesitate to contact our Transit Programs Administrator Raymond Freeman at Raymond.Freeman@dot.state.fl.us or call at (305) 470-5255, or myself at Gina.Victoria@dot.state.fl.us we will be more than happy to provide the information your organization needs.

Respectfully

Gina

gv

Gina M. Victoria
In-House Consultant - Caltran Engineering Group, Inc.
Florida Department of Transportation - D6 - Adam Leigh Cann Building I Intermodal Systems Development Office - Freight Logistic & Passenger Operation
Unit 1000 NW 111th Avenue Miami, FL 33172 I ☎ (305) 640-7566 • ✉ Gina.Victoria@dot.state.fl.us

2016

U.S.C. SECTION 5310

FORMULA GRANTS FOR THE ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES

20.513

OPERATING AND CAPITAL ASSISTANCE APPLICATION MANUAL

FLORIDA DEPARTMENT OF TRANSPORTATION - PUBLIC TRANSIT OFFICE

TABLE OF CONTENTS

1. INTRODUCTION 1

2. GENERAL PROGRAM INFORMATION 1

2.1. PROGRAM ADMINISTRATION 1

2.2. ELIGIBILITY CRITERIA 1

2.3. ELIGIBLE RECIPIENTS 2

2.4. LEGAL AUTHORITY AND FISCAL & MANAGERIAL CAPABILITY 2

2.5. ELIGIBLE EXPENSES 2

2.6. INELIGIBLE EXPENSES 3

2.7. APPLICATION DEADLINES 3

3. SECTION 5310 COMPLIANCE REQUIREMENTS 4

3.1. PROCUREMENT 5

3.2. AMERICANS WITH DISABILITIES ACT (ADA) 5

3.3. CIVIL RIGHTS SUBMISSIONS 5

3.4. DAVIS-BACON ACT 6

3.5. ENVIRONMENTAL DETERMINATION 6

3.6. ADMINISTRATIVE REQUIREMENTS (ONLY IF THE GRANT IS FOR FACILITIES) 6

3.7. PRIVATE-NON-PROFIT APPLICANTS 6

3.8. URBANIZED AREA PROJECT REQUIREMENTS 6

3.9. PLANNING REQUIREMENTS 6

3.10. ONLY IF THE GRANT REQUEST IS FOR FACILITIES 6

3.11. AUDIT REQUIREMENTS 7

3.12. CERTIFICATIONS AND ASSURANCES 7

3.13. PROGRAM PERFORMANCE MEASURES 7

3.14. USE OF SECTION 5310-FUNDED VEHICLES OR EQUIPMENT 8

3.15. LEASE OF VEHICLES 8

3.16. GRANT APPLICATION EVALUATION CRITERIA 8

4. GRANT AWARD PROCESS 9

4.1. GRANT AWARD PROCESS FOR SECTION 5310 CAPITAL ASSISTANCE 10

4.2. GRANT AWARD PROCESS FOR SECTION 5310 OPERATING ASSISTANCE 10

5. GENERAL INSTRUCTIONS ON FORMS, CERTIFICATIONS, AND EXHIBITS 11

6. CHECKLIST FOR APPLICATION COMPLETENESS 12

6.1. APPLIES TO APPLICANTS FOR OPERATING ASSISTANCE 12

6.2. APPLIES TO APPLICANTS FOR CAPITAL ASSISTANCE 13

7. GRANT APPLICATION INSTRUCTIONS FOR REQUIRED 424 FORM 14
7.1. 424 FORM FOR AGENCIES APPLYING ONLY FOR OPERATING ASSISTANCE 14
7.2. 424 FORM FOR AGENCIES APPLYING ONLY FOR CAPITAL ASSISTANCE 14
7.3. 424 FORM FOR BOTH OPERATING AND CAPITAL ASSISTANCE 14
7.4. FORM 424 SAMPLE AND INSTRUCTIONS 15
8. APPLIES TO ALL APPLICANTS 20
8.1. EXHIBIT A: CURRENT SYSTEM DESCRIPTION 20
8.2. EXHIBIT A-1: FACTSHEET 21
8.3. EXHIBIT B: PROPOSED PROJECT DESCRIPTION 22
8.3.1. QUESTIONS RELATED TO ALL AGENCIES REQUESTING CAPITAL FUNDS 22
8.3.2. QUESTIONS RELATED TO ALL AGENCIES REQUESTING OPERATING FUNDS23
8.3.3. QUESTIONS RELATED TO ALL NEW AGENCIES 24
8.4. EXHIBIT E: FEDERAL CERTIFICATIONS AND ASSURANCES 25
8.5. EXHIBIT I: COORDINATED PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION PLAN 26
8.6. EXHIBIT J: STANDARD LOBBYING CERTIFICATION FORM 27
8.7. EXHIBIT L: COORDINATION 28
8.8. EXHIBIT M: TRANSPORTATION OPERATING PROCEDURE (TOP) 29
9. APPLIES TO APPLICANTS FOR OPERATING ASSISTANCE 31
9.1. TRANSIT-RELATED OPERATING & ADMINISTRATIVE EXPENSES/ REVENUES 31
9.2. INSTRUCTIONS FOR COMPLETING FORM B-1 33
9.3. INSTRUCTIONS FOR COMPLETING THE GRANT REQUEST ON FORM B-1 33
9.4. FORM B-1: TRANSIT-RELATED OPERATING AND ADMINISTRATIVE EXPENSES 34
9.5. INSTRUCTIONS FOR COMPLETING FORM B-2 35
9.6. FORM B-2: TRANSIT-RELATED OPERATING AND ADMINISTRATIVE REVENUES 36
9.7. FORM B-3: LOCAL MATCH FOR THIS APPLICATION 37
9.8. FORM B-4: BREAKDOWN OF TRANSPORTATION COSTS 38
9.9. FORM B-5: CALCULATING SERVICE AREA PERCENTAGES 41
10. APPLIES TO APPLICANTS FOR CAPITAL ASSISTANCE 43
10.1. TRANSIT-RELATED OPERATING & ADMINISTRATIVE EXPENSES/ REVENUES 43
10.2. FORM C-1: TRANSIT-RELATED OPERATING AND ADMINISTRATIVE EXPENSES 46
10.3. FORM C-2: OPERATING AND ADMINISTRATIVE REVENUES 47
10.4. FORM C-3: LOCAL MATCH FOR THIS APPLICATION 48
10.5. FORM C- 4: CURRENT VEHICLE AND TRANSPORTATION EQUIPMENT INVENTORY FORM 49

10.6. FORM C-5: CAPITAL REQUEST FORM 51
10.7. FORM C-6: CAPITAL REQUEST METHODOLOGY FORM 53
10.8. EXHIBIT C: PUBLIC HEARING 55
10.9. EXHIBIT D: LEASING 56
10.10.EXHIBIT F: CERTIFICATION FOR AGENCIES REQUESTING NON-ACCESSIBLE VEHICLES 57
10.11.EXHIBIT G: APPLICANT CERTIFICATION AND ASSURANCE TO FDOT 58
10.12.EXHIBIT H: PROTECTION OF THE ENVIRONMENT: IF THE PROPOSED PROJECT IS FOR CONSTRUCTION OF FACILITIES 60
11. APPENDIX 61
11.1. WHAT'S ON THE MARKET 61
11.2. SAMPLE - RESOLUTION FORM 63
11.3. SAMPLE - REQUIRED COVER LETTER 64
11.4. SAMPLE - PUBLIC NOTICE 65
11.5. SAMPLE - NOTICE OF GRANT AWARD FFY2016/YR41 66
11.6. LOCAL CLEARINGHOUSES / REGIONAL PLANNING COUNCILS (RPC) 61
11.7. FDOT DISTRICT OFFICE CONTACTS 63
11.8. GLOSSARY 65

1. INTRODUCTION

This application manual pertains to applications for Federal assistance under 49 U.S.C. 5310, Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, as administered by the Florida Department of Transportation (FDOT). It contains program information, application forms, exhibits, certifications & assurances, sample forms and instructions.

The Federal Transit Administration's goal of the Section 5310 Program is to provide assistance in meeting the needs of seniors and individuals with disabilities where public transit services are unavailable, insufficient or inappropriate.

2. GENERAL PROGRAM INFORMATION

2.1. PROGRAM ADMINISTRATION

The Federal government allocates funds to the State of Florida each year for the Section 5310 Program. FDOT has been designated by the Governor to administer the program for small urban and rural areas. Most large urbanized areas (population over 200,000 residents) have also selected FDOT to administer the program for their urbanized area. FDOT is responsible for the following services but, at its discretion, may contract with a service provider to perform these services.

1) announcement of funding availability;
2) selection of projects for funding according to approved selection criteria;
3) development and processing of agreements;
4) oversight of recipient procurement actions;
5) oversight of recipient compliance with State and Federal requirements;
6) processing of recipient invoices for reimbursement, and
7) provision of technical assistance regarding the Section 5310 Program.

Authorizing legislation for the program is shown in the glossary of this manual under "authorizing Federal and State Legislation."

Large Urbanized Areas, Small Urbanized Areas, and Rural Areas. Large urbanized areas are those with a population of 200,000 or more. Small urbanized areas are those with populations between 50,000 and 199,999. To be considered rural, an area must have a population below 50,000.

2.2. ELIGIBILITY CRITERIA

Eligibility Criteria are the minimum legal eligibility requirements for the Section 5310 Program. Applications must be for eligible services, eligible service areas, eligible recipients, eligible expenses, and provide evidence of local matching funds. Applicants must also ensure compliance with a number of other conditions placed on recipients of grants including, but not limited to, coordination of transit services, civil rights preservation, vehicle maintenance requirements, compliance with safety and drug free work place regulations, competitive procurement of goods and services bought with grant funds, Americans with Disabilities Act (ADA) and references to the Federal Transit Administration's (FTA) Master Agreement.

2.3. ELIGIBLE RECIPIENTS

For the Section 5310 Program, funds may be awarded to any of the following service type providers:

- Public agency Community Transportation Coordinators (CTC's),
- Private non-profit CTC's,
- Private non-profit organizations providing transportation to seniors and/or persons with disabilities under a coordination agreement with the appropriate CTC(s). When the CTC is a private for-profit agency, the designated official planning agency responsible for designating the CTC may apply for Section 5310 funds, and then sub-contract with the CTC for provision of service. Recipients must be either a CTC or an agency providing service under the terms of a written agreement with a CTC. Agencies must keep their CTC Agreements current and in force at all times when receiving an award under the Section 5310 Program. Agencies must also keep their CTC Agreements current and in force every year until the vehicle(s) reaches its useful life requirement.
- Private taxi companies that provide shared-ride taxi service to the general public on a regular basis are operators of public transportation, and therefore eligible subrecipients. "Shared-ride" means two or more passengers in the same vehicle who are otherwise not traveling together. Similar to general public and ADA demand response service, every trip does not have to be shared-ride in order for a taxi company to be considered a shared-ride operator, but the general nature of the service must include shared rides.
- Taxi companies that provide only exclusive-ride service are not eligible subrecipients; however, they may participate in the Section 5310 program as contractors. Exclusive-ride taxi companies may receive Section 5310 funds to purchase accessible taxis under contract with a state, designated recipient, or eligible subrecipient such as a local government or nonprofit organization.

2.4. LEGAL AUTHORITY AND FISCAL & MANAGERIAL CAPABILITY

Section 5310 applicants must have the legal authority and fiscal/managerial capability to apply for Federal assistance. Applicants are required to have sufficient local funds for match requirements and for preventative maintenance and operation of vehicles/equipment. Failure to properly manage, maintain, and operate vehicles/equipment could jeopardize existing and future grants and may result in the removal of vehicles/equipment.

2.5. ELIGIBLE EXPENSES

Section 5310 funds may be used for the capital and/or operating expense of transit services to seniors and/or individuals with disabilities.

Eligible expenses are limited to:

- buses, vans or other vehicles (including sedans and station wagons)
- radios and communications equipment
- wheelchair lifts and restraints
- stretcher vehicles (excluding the cost of the stretcher seating and associated equipment)
- vehicle rehabilitation, and/or overhaul
- data processing hardware/software, other durable goods such as spare vehicle components with a

useful life of more than one (1) year and a per unit cost over $300, initial installation costs, vehicle procurement/testing

- vehicle inspection and vehicle preventative maintenance
- applicants applying for preventative maintenance costs must have a District approved Preventative Maintenance (PM) plan and a cost allocation plan if maintenance activities are performed in house
- passenger facilities expenditures related to Section 5310-funded vehicles
- support facilities expenditures and equipment for Section 5310-funded vehicles
- operating costs associated with provision of transit services, costs associated with transit services that exceeds the requirements of the Americans with Disabilities Act of 1990
- projects that improve access to fixed route service and decrease individuals with disabilities reliance on complementary paratransit, and provide alternatives to public transportation that assist seniors and individuals with disabilities with transportation. The Federal share of eligible 5310 capital expenses may not exceed eighty percent (80%).

2.6. INELIGIBLE EXPENSES

Ineligible expenses include:

- expenses associated with preparation of grant applications
- expenses associated with project planning
- expenses associated with administration
- expenses associated with extended warranties
- expenses incurred prior to Federal and State approval of a grant application
- expenses incurred prior to the execution of a grant award
- expenses incurred prior to the FDOT's approval of plans, specifications, and third-party contracts for vehicles/equipment to be purchased with Section 5310 funds

FDOT district offices have the discretion to include additional ineligible expenses in a Notice of Grant Award (NOGA) or a Joint Participation Agreement (JPA).

2.7. APPLICATION DEADLINES

Application deadlines vary from District to District, your local District Office will notify applicants of their annual application deadline. FDOT District Offices evaluate grant applications within their respective Districts and, thereafter, submit proposed Programs of Projects (POPs) to the FDOT Central Office by March of each year. The Central Office compiles POPs from the various Districts and submits a statewide grant application for Federal funds to the Federal Transit Administration (FTA) by April 1 of each year. FDOT anticipates FTA's approval of the statewide grant application (including district POP's) no earlier than July 1.

The appropriation for State funds to match Federal funds is approved by the State Legislature for implementation on July 1 of each year. Once Federal and State funds are available, Districts may make grant awards (see the "Grant Award Process" section). At least 55% of the available funding statewide will be awarded to capital projects. The Department reserves the right to increase that percentage up to

100% of project selections as capital, as deemed best suited to meet the mobility needs of seniors and individuals with disabilities where public transit services are unavailable, insufficient or inappropriate.

3. SECTION 5310 COMPLIANCE REQUIREMENTS

Section 5310 **awarded agencies** must follow and/or comply with the following Section 5310 requirements:

- **IRS Section 501(c)(3):** Proof of non-profit status (if a private-non-profit agency) http://www.irs.gov/Charities-&-Non-Profits/Charitable-Organizations
- **Copy of Certification of Incorporation** (if a private-non-profit agency) https://efile.sunbiz.org/profit_file.html
- **CTC current Agreement/Contract**: Agencies must provide FDOT with a copy of their most current/existing contract that is consistent with intended service area and/or service areas stipulated in the Section 5310 application filed with FDOT (unless the recipient is a local government providing fixed route/fixed schedule service).
- **Section 5310 Award/Cash Match**: Agency(s) are required to provide a 10% cash match for Section 5310 capital awards and 50% for operating awards at the time of application (funding for local match cannot be borrowed or procured from any other agency/source on a payment plan).
- **Section 5310 Procurement Policy;** Agencies must develop and follow proper procurement policies (**see 3.1 Procurement Policies**).
- **DBE (Disadvantaged Business Enterprise): Agencies must follow proper** quarterly reporting requirements.
- **FDOT Site Reviews:** Agencies will be subject to regular site inspections of vehicles, equipment, maintenance records, vehicle registration, liability insurance, and any other Section 5310 deemed inspection requirements.
- **Capital Equipment Inventory**: Agencies must maintain a current inventory of all capital and equipment awards for FDOT review.
- **Capital/Equipment Maintenance Costs:** All agencies are responsible for any and all incurred capital/equipment maintenance associated costs
- **Preventative Maintenance Plan**: All agencies will include, at a minimum, procedure/s for maintaining vehicles, facilities and any/all ADA accessibility features. (*Template can be found in the Template section of the State Management Plan*)
- **Vehicle Useful Life Guidelines**: All agencies must conduct regular preventive maintenance and vehicle maintenance with the intent to reach "Useful Life" vehicle standards. (A, B, and C maintenance is performed per the PM Schedule). (see *What's on The Market*, appendix 11.1)
- **Record Keeping Standards**: Agencies must keep records and repair history of each Section 5310 funded vehicle.
- **Transportation Operating Procedure (TOP) & Driver Safety/Training Policy (FOR 5310 ONLY AGENCIES):** Agencies (only receiving 5310 funds) must have a written Transportation Operating Procedure (TOP). The TOP will include procedures related to maintenance, operations (Driver Training Policy), and safety. The agency must have an approved TOP in order to receive

funding. The agency's TOP will be subjected to FDOT triennial review every 3 years. (*Template can be found in the Template section of the State Management Plan*).

- **Title VI Program**: Agencies must have an FDOT approved Title VI Program in place to receive Section 5310 funds (upon request FDOT will provide Title VI Program assistance).
- **E-Verify Standards:** Agencies must use the state of Florida E-Verify site to verify the employment eligibility of all new employees hired: http://www.dms.myflorida.com/workforce_operations/human_resource_management/for_job_applicants/e_verify
- **ADA Compliance Policies:** Agencies must have written policies regarding any of the following (but not limited to): use of service animals, use of accessibility features, lift deployment at any designated stop, service to persons using respirators or portable oxygen, adequate time for vehicle boarding and disembarking, different methods of delivering public information/communications. (*Contact district office for guidance or see FDOT State Management Plan).*
- **Drug and Alcohol Policies**: Agencies must have written drug and alcohol policies in place and must follow all related drug and alcohol FTA standards and guidelines. (*Contact district office for guidance or see FDOT State Management Plan).*
- **Standard Lobbying Certification:** Agencies must provide FDOT with a signed certification form (Exhibit J "Standard Lobbying Certification").
- **Program Performance Measures:** Agencies receiving Section 5310 funds must collect quantitative and qualitative data as part of the annual report submitted to the FDOT District office (see Section 3.13 Program Performance Measurements).
- **OMB Circular A-133 Audit Requirement:** Agencies may be subject to audit requirements established by the circular's requirements, for fiscal years beginning before December 26, 2014, and 2 CFR Part 200, Subpart F – Audit Requirements, thereafter.

3.1. PROCUREMENT

Applicants must have a procurement policy that outlines the procurement process when using Federal, state and local funds. The guidebook, Procurement Guidance for Transit Agencies. should be referenced in the procurement policy and utilized when entering into third-party procurements/contracts that utilize Federal funds.

3.2. AMERICANS WITH DISABILITIES ACT (ADA)

Applicants must comply with the Americans with Disabilities Act, (ADA) of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; U.S. DOT regulations at 49 CFR Parts 27, 37, 38 and 39; and FTA regulations at 49 CFR Part 609.

3.3. CIVIL RIGHTS SUBMISSIONS

Civil rights submissions that are required include, a Title VI Program, Disadvantaged Business Enterprise (DBE) Program and annual goals, and an ADA Transition Plan. **All applicants must submit a copy of their Title VI Program with the grant application.** At the applicant's request, the FDOT District Office will provide technical assistance to the applicant in the development of their Title VI Program.

3.4. DAVIS-BACON ACT

In the event that a project involves construction, applicants shall comply with the David Bacon Act, 49 U.S.C. Section 5333(a), prevailing wage requirements.

3.5. ENVIRONMENTAL DETERMINATION

The impact that a proposed FTA assisted project will have on the environment shall be evaluated and documented in accordance with the National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. 4321 et seq.), before grant application.

3.6. ADMINISTRATIVE REQUIREMENTS (ONLY IF THE GRANT IS FOR FACILITIES)

Applicants shall supply the appropriate Regional Planning Council (RPC)/local clearinghouse agency (see page 61) a copy of its application for Federal Assistance. Each applicant shall request the RPC/Clearinghouse provide an approval letter for the application to the appropriate FDOT District Office. **Copies of correspondence to the RPC/Clearinghouse agency should be contained in the grant application.** Applicants should send their applications to the **LOCAL** Clearinghouse/Regional Planning Council; **NOT TO THE STATE CLEARINGHOUSE.**

3.7. PRIVATE-NON-PROFIT APPLICANTS

All private-non-profit applicants must submit proof of non-profit status as part of this application. Proof of non-profit status can be obtained from: http://sunbiz.org/search.html

First time private-non-profit applicants must attach a Certificate of Incorporation to their application.

3.8. URBANIZED AREA PROJECT REQUIREMENTS

Section 5310 projects located in an urbanized area or within a metropolitan area planning boundary must be included in the metropolitan transportation plan (MTP), also known as the Long Range Transportation Plan prepared and approved by the metropolitan planning organization (MPO), the transportation improvement program (TIP) approved jointly by the MPO and the governor, and the statewide transportation improvement program (STIP) developed by a state and jointly approved by FTA and FHWA. Projects outside UZAs must be included in, or be consistent with the statewide long-range transportation plan, as developed by the state, and must be included in the STIP.

Although applications for projects may be accepted by the FDOT District Office prior to their listing in a TIP/STIP, a grant award will not be final for such projects until all administrative requirements are completed, including being listed in the appropriate TIP/STIP.

3.9. PLANNING REQUIREMENTS

To remain eligible for Section 5310 awards, recurring applicants must submit the Transit Development Services Plan (TDSP) or Transit Development Plan (TDP) for their service area to FDOT in a timely manner. The entire TDSP or TDP does not need to be submitted with the application, only date of adoption and page numbers are needed. Applicants must also complete the form EXHIBIT I: Coordinated Public Transit-Human Services Transportation Plan and included it with this application.

3.10. ONLY IF THE GRANT REQUEST IS FOR FACILITIES

Executive Order 12372 requires a review of all Federal grants to ensure compliance with the local and state planning process. Therefore, prior to submission of an application to the FDOT District Office,

copies of the application must be submitted to the appropriate **Local** Clearinghouse/Regional Planning Council (See Appendix 11.6). **A copy of the cover letter sent to the Local Clearinghouse/Regional Planning Council must be submitted with this application as an attachment.** The appropriate clearinghouse agency should be contacted to determine the number of copies required for local review. Letters from the local clearinghouse supporting the application must be submitted to the District Office before a Section 5310 Award can be made.

3.11. AUDIT REQUIREMENTS

A non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and 2 CFR Part 200, thereafter, as a subrecipient of a Federal award awarded by FDOT, may be subject to the audit requirements established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and 2 CFR Part 200, Subpart F – Audit Requirements, thereafter. In determining Federal awards expended in a fiscal year, the non-Federal entity must consider all sources of Federal awards, including non-cash contributions.

3.12. CERTIFICATIONS AND ASSURANCES

Applicants must agree to comply with certain Federal requirements by signing the certification and assurances form covered **by Exhibits E, F, H, and I** of this manual, as appropriate. Compliance items in **Exhibit E** include (but are not limited to) regulations pertaining to charter service and school bus service when using FTA-funded vehicles, equipment, and facilities; and FTA drug and alcohol testing regulations. **Exhibit F** applies to applicants for capital assistance to purchase non-accessible vehicles. **Exhibit H** pertains to Protection of the Environment and applies to applicants seeking grants for facilities. Applicants for the Section 5310 Capital Assistance must also sign a certification and assurance to FDOT, as provided in **Exhibit G** of this manual. **Exhibit I** assures that the grant request is derived from a Coordinated Public Transit-Human Services Transportation Plan.

3.13. PROGRAM PERFORMANCE MEASURES

Agencies receiving Section 5310 funds must collect data for the following indicators targeted to capture overarching program information as part of an annual report submitted to the FDOT District office. For the annual report, recipients must submit both quantitative and qualitative information on **each** of the following measures.

Traditional Section 5310 Projects

(1) Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities, measured in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support as a result of traditional Section 5310 projects implemented in the current reporting year.

(2) Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services as a result of traditional Section 5310 projects implemented in the current reporting year.

Other Section 5310 Projects

(1) Service Improvements: related to geographic coverage, service quality, and/or service times that impact availability of transit services for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.

(2) Physical Improvements: Additions or changes to environmental infrastructure (e.g.,

transportation facilities, sidewalks, etc.), technology, and vehicles that impact availability of transportation services for seniors and individuals with disabilities as a result of other section 5310 projects implemented in the current reporting year.

(3) Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services as a result of other Section 5310 projects implemented in the current reporting year.

3.14. USE OF SECTION 5310-FUNDED VEHICLES OR EQUIPMENT

Section 5310-funded vehicles/equipment must be used to transport seniors and individuals with disabilities within the large urbanized areas, small urbanized areas, or rural areas for which they were awarded. They may be used to provide transit to employment, medical care, education, shopping, socialization, etc. Incidental use of vehicles as cargo carriers (i.e. meals on wheels), and work vehicles (i.e. carrying crews and equipment from site to site and/or standing idle between work sites) is permitted as long as it does not interfere with the primary use of the vehicle(s). In such cases, the number of vehicles requested in an application must be justified by the number of people transported -- not meal delivery or tool handling requirements. The need and planned use of the requested vehicles must be detailed in the Proposed Project Description (Exhibit B page number 22).

The Department shall be named as the only lien holder for all vehicles acquired for the project. Should these vehicles no longer be required for the project, the Department's share of the acquisition shall be returned to the Department as described in the ***Transit Vehicle Inventory Management Procedure, Topic No. 725-030-025***.

3.15. LEASE OF VEHICLES

Vehicles purchased with Section 5310 funds may be leased to local public bodies or agencies, non-profit agencies, or private-for-profit operators only for the services identified in the grant application. The lease between the applicant and the lessee shall contain the terms and conditions that must be met in providing transportation service to seniors and individuals with disabilities, and must be approved by the appropriate FDOT District Office. When vehicles are operated by an agency other than the one named as applicant in the grant application, control and responsibility for the operation of the vehicles remains with the applicant.

3.16. GRANT APPLICATION EVALUATION CRITERIA

Applications shall be evaluated and ranked on the basis of merit and need. Unless there is sufficient funding in a District to cover all eligible requests, District Offices will use the following criteria to evaluate applications. District Offices has the discretion to alter the grading scale in their District by assigning higher point value to projects meeting the specific priority needs in their District.

Applications shall be evaluated and ranked on the basis of merit and need. Each District has the discretion to alter the grading scale respective to their District by assigning higher point values to criteria meeting the specific priority needs in the respective District.

A. **Service efficiency and effectiveness:** This is demonstrated by the usual daily hours of eligible service and vehicle occupancy. The emphasis is on the normal hours that agency vehicles are in service, not the hours the applicant is open for business. Applicants providing transportation service for more hours and with vehicles with higher passengers per hour will be ranked higher. The applicant's use of current vehicles (including mileage and maintenance practices) will be considered in the review and ranking.

B. **Extent to which the community at large is served by the applicant:** Applicants serving the highest community need through social service agencies and providing the most trips to seniors and individuals with disabilities will be ranked higher.

C. **Extent to which seniors and individuals with disabilities are served:** Applicants that maximize transportation benefits to seniors and individuals with disabilities in their community will be evaluated on the percentage of total riders/passengers served that are seniors and/or individuals with disabilities. Those serving the highest percentage will be ranked higher.

D. **Need:** Applicants that can demonstrate they serve, or propose to serve, the largest number of eligible passengers, and have the most urgent financial needs will be ranked higher. FDOT has a goal to preserve transportation infrastructure; therefore, maintaining current levels of service may be deemed a higher priority/need than expanding into new services or expanding service area coverage. A detailed explanation of the need and evidence of the need are required.

E. **Fiscal and managerial capability:** Applicants with well-documented budgets and good fiscal capability demonstrated by the correctness and completeness of their application, by prior audits, proper maintenance of vehicles as demonstrated by miles at replacement, and previous timeliness and accuracy of required reports, will be ranked higher.

F. **Prior Performance:** Applicants who have a history of meeting contractual obligations and maintenance requirements for Section 5310 vehicles will be ranked higher. Compliance with non-Section 5310 contractual obligations and maintenance requirements will be considered. Compliance with the Annual Operating Report (AOR) to area CTCs may also be considered. New applicants will not be penalized for having little or no history with FDOT, but previous applicants will be penalized for poor past performance.

4. GRANT AWARD PROCESS

Awards will be made by the respective FDOT District Office to agencies submitting applications approved by FDOT for an award, either by 1) issuing a Joint Participation Agreement (JPA) to the recipient; or 2) issuing a Notice of Grant Award, or 3) arranging for vehicle/equipment purchases through a contractor.

4.1. GRANT AWARD PROCESS FOR SECTION 5310 CAPITAL ASSISTANCE

Vehicles/Equipment: To notify an applicant (subrecipient) approved by FDOT for an award, FDOT will send a "Notice of Grant Award" to the subrecipient with instructions to sign and return it to FDOT (See sample notice in the Appendix 11.5 page 66.). Thereafter, the agency will contact the FDOT Contractor to arrange for purchase of vehicles/equipment. A signed Notice of Grant Award is a legally binding agreement. By signing a Notice of Grant Award grant subrecipients agree to comply with all applicable requirements as contained in U.S.C. 49 5310 of the Federal Transit Act of 1991, as amended. This is accomplished by ensuring adherence with all Federally-required certifications and assurances made in EXHIBIT E: Federal Certifications and Assurances, EXHIBIT F: Certification for Agencies Requesting Non-Accessible Vehicles, EXHIBIT H: Protection of the Environment: If the proposed project is for construction of facilities and EXHIBIT I: Coordinated Public Transit-Human Services Transportation Plan. Grant applicants/subrecipients must also make certain assurances and certifications to FDOT, as provided in Exhibit G. Additionally, grant subrecipients will be required to report to FDOT and FTA certain performance measures as determined by FTA.

Mobility Management: Grant awards will be made by the respective FDOT District Office to agencies submitting applications approved by FDOT for an award, by entering into a Joint Participation Agreement (JPA) with the agency (grant recipient).

4.2. GRANT AWARD PROCESS FOR SECTION 5310 OPERATING ASSISTANCE

Grant awards will be made by the respective FDOT District Office to agencies submitting applications approved by FDOT for an award, by entering into a Joint Participation Agreement (JPA) with the agency (grant recipient).

5. GENERAL INSTRUCTIONS ON FORMS, CERTIFICATIONS, AND EXHIBITS

Each form, exhibit, and certification provides FDOT with information it must have to make required assurances to the Federal government or to make decisions on project selection.

It is important that each required form, exhibit, and certification be complete and correct. Applicants should be aware that there are criminal sanctions for furnishing false information in order to obtain Federal grants (18 U.S.C. 1001).

The **original** application should be prepared on white, 8.5 X 11" paper and securely clipped (no staples, binders or dividers, please) and submitted to the appropriate FDOT District Office, as shown in the Appendix of this manual. Each District Office requires at a minimum one (1) original and additional copies, as determined by the District, to be submitted. **Application forms, resolutions, exhibits, and certifications should be arranged in the order listed in the "Checklist for Application Completeness", as provided in this manual, to assure the application is complete.** Incomplete, illegible, or unsigned applications may be rejected.

The **original** application must be accompanied by the required **cover letter** and **two (2) fully-executed Resolution** forms (see Appendix 11.3 page 64 for sample), which includes minimum required language from the applicant's governing board. Resolutions should authorize 1) submission of the application; 2) signing of the application and certifications/assurances by a designated individual as authorized by board resolution; 3) acceptance of the grant award by the designated individual; **4) be printed on organization/agency letterhead.**

All signatures should be in blue ink by the individual designated by the governing board of the applicant agency. Blue ink distinguishes an original signature from a photocopy. Only original signature resolutions, applications, and acceptance of grant awards are acceptable. The additional copies of the original application may be photocopies. Agencies submitting an application via TransCIP should print and sign the documents and upload a scanned color copy into TransCIP.

Questions regarding Section 5310 applications or the application process should be directed to the FDOT District Office in the applicant's service area, as shown in Appendix 11.7 (page 63) of this manual.

6. CHECKLIST FOR APPLICATION COMPLETENESS

6.1. APPLIES TO APPLICANTS FOR OPERATING ASSISTANCE

Name of Applicant: _____

Check One: First Time Applicant: _____ Previous Applicant: _____

The following must be included in the Section 5310 Grant application in the following order:

_____ Checklist for Application Completeness (this form)

_____ Applicant's cover letter **(see Appendix 11.3 for Sample)**

_____ Two (2) copies of the governing board's Resolution **(see Appendix 11.2 for Sample)**

_____ Application for Federal Assistance (**Form 424**, Code 20.513)

_____ Exhibit A: Current System Description

_____ Exhibit A-1: Fact Sheet

_____ Exhibit B: Proposed Project Description

_____ Forms B-1 and B–2 (Operating and Administrative Expense & Revenues; Grant Request)

_____ Form B-3 Proof of local match

_____ Form B-4: Breakdown of Transportation Costs (Per Hour or Per Trip-Only One or the Other)

_____ Form B-5: Calculating Service Area Percentages

_____ Exhibit E: Federal Certifications and Assurances

_____ Exhibit I: Coordinated Public Transit-Human Services Transportation Plan

_____ Exhibit J: Standard Lobbying Certification Form

_____ Exhibit L: Coordination

_____ Exhibit M: Transportation Operating Procedure (if agency receives 5310 funding only)

_____ Copy of Certification of Incorporation (if a private-non-profit agency)

_____ Proof of non-profit status (if a private-non-profit agency)

_____ Copy of the Title VI Program – submit if currently Section 5310, or will be due when grant is awarded

6.2. APPLIES TO APPLICANTS FOR CAPITAL ASSISTANCE

Name of Applicant: _____

Check One: First Time Applicant: _____ Previous Applicant: _____

The following must be included in the Section 5310 Grant application in the following order:

_____ Checklist for Application Completeness (this form)

_____ Applicant's cover letter **(see appendix 11.3 for Sample)**

_____ Two (2) copies of the governing board's Resolution **(see appendix 11.2 for Sample)**

_____ Application for Federal Assistance (Form 424, Code 20.513)

_____ Exhibit A: Current System Description

_____ Exhibit A-1: Fact Sheet

_____ Exhibit B: Proposed Project Description

_____ Forms C-1 and C–2 (Operating and Administrative Expenses & Revenues)

_____ Form C3 Proof of local match

_____ Form C-4: Current Vehicle and Transportation Equipment Inventory Form

_____ Form C-5: Capital Request Form

_____ Form C-6: Capital Request Methodology Form

_____ Exhibit C: Public Hearing Notice and Publisher's Affidavit **(see Appendix 11.4 for Sample)**

_____ Exhibit D: Leasing

_____ Exhibit E: Federal Certifications and Assurances

_____ Exhibit F: Certification of Equivalent Service (if grant is for non-accessible vehicles)

_____ Exhibit G: Applicant Certification and Assurance to FDOT

_____ Exhibit H: Protection of the Environment (if grant is for facilities)

_____ Exhibit I: Coordinated Public Transit-Human Services Transportation Plan

_____ Exhibit J: Standard Lobbying Certification Form

_____ Exhibit L: Coordination

_____ Exhibit M: Transportation Operating Procedure (if agency receives 5310 funding only)

_____ Copy of Certification of Incorporation (if a private-non-profit agency and first time applicant)

_____ Proof of non-profit status (if a private-non-profit agency)

_____ Copy of the Title VI Plan – submit if currently Section 5310, or will be due when grant is awarded

If grant is for facilities only:

____Copy of cover letter sent with application submitted to Local Clearinghouse Agency/RPC Date: __

FOR DEPARTMENT USE ONLY

Date: _____Letter received from the Local RPC/Clearinghouse

7. GRANT APPLICATION INSTRUCTIONS FOR REQUIRED 424 FORM

The standard Application for Federal Assistance (OMB Standard Form 424) must be filled out in its entirety for Section 5310 applications, and for the local clearinghouse submission (if grant is for facilities). A sample of the standard form is located on the next page of this manual. Applicants that are not using TransCIP to submit their application should print a copy of the completed 424 form (http://www.dot.state.fl.us/transit/Pages/grantsadministration.shtm), and include it with this application. This form must be used for **ALL** applications.

No pre-application process is used in this program; therefore, all submissions are applications.

The code assigned to the Section 5310 Program in the Catalog of Federal Domestic Assistance is **20.513**. This code should be shown in Section 10 of the form followed by the title: "Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program." A guidance document containing Congressional Districts, DUNS Numbers, UZA numbers and Catalog of Federal Domestic Assistance Numbers can be obtained from

http://www.dot.state.fl.us/transit/Pages/grantsadministration.shtm.

7.1. 424 FORM FOR AGENCIES APPLYING ONLY FOR OPERATING ASSISTANCE

Standard Form 424 should cover only the Operating Assistance being applied for by the applicant.

7.2. 424 FORM FOR AGENCIES APPLYING ONLY FOR CAPITAL ASSISTANCE

Standard Form 424 should cover only the Capital Assistance being applied for by the applicant.

7.3. 424 FORM FOR BOTH OPERATING AND CAPITAL ASSISTANCE

Submit separate Standard Form 424 for Operating and Capital. Each 424 form must stand alone for the type of request as the categories are different and so are the match requirements: i.e. one form should cover Operating Assistance and a separate form should cover Capital Assistance being applied for by the applicant.

7.4. FORM 424 SAMPLE AND INSTRUCTIONS

Item:	Entry:
1.	Type of Submission should be "Application"
2.	Type of Application should be "New"
3.	"Not Applicable"
4.	"Not Applicable"
5. a	"Not Applicable"
5 B	Federal Award Identifier (FTA Grant Number) is not needed at this time. This will be assigned after submission of State POP
6.	State use only (if applicable)
7.	State Application Identifier is "1001"
8.a, b, c, d e, f	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter employer/taxpayer identification number (EIN/TIN) as assigned by Internal Revenue Service, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.
9.	Type of Applicant 1: Select Applicant Type
10	Name of Federal Agency should be " Federal Transit Administration"
11.	Catalog of Federal Domestic Assistance Number is: 20.513 CFDA Title should be: Enhanced Mobility of Seniors and Individuals with Disabilities
12.	"Not Applicable"
13.	"Not Applicable"
14	List the areas affected by project (cities, counties, States etc.). Can be submitted on a separate piece of paper.
15.	Enter a brief descriptive title of the project. If appropriate (e.g., construction or real property projects), attach a map showing project location.
16.	List the applicant's Congressional District and any District(s) affected by the program or project
17	Enter the proposed start date and end date of the project (dates must be within the same 12-month period/calendar year).
18.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple

	program funding, use totals and show breakdown using same categories as item.
19.	Check the applicable box
20.	Check the applicable box (If "yes", provide explanation in attachment)
21.	Must be signed by a governing board representative that was authorized to sign this particular application.

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
Preapplication	New	
Application	Continuation	* Other (Specify):
Changed/Corrected Application	Revision	

* 3. Date Received:	4. Applicant Identifier:

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:

d. Address:

* Street1:	
Street2:	
* City:	
County/Parish:	
* State:	
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	
Middle Name:			
* Last Name:			
Suffix:			

Title:	

Organizational Affiliation:

* Telephone Number:	Fax Number:

* Email:	

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

* 15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant | * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: | * b. End Date:

18. Estimated Funding ($):

* a. Federal	
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: | * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: | Fax Number:

* Email:

* Signature of Authorized Representative: | * Date Signed:

8. APPLIES TO ALL APPLICANTS

8.1. EXHIBIT A: CURRENT SYSTEM DESCRIPTION

Applicants must submit Exhibit A as part of their application. Exhibit A should provide a short description of who the applicant is and what services they provide **(not to exceed two pages)**. It is required that all applicants provide the Current System Description in a **question/answer format**. The following information shall be included in the narrative in a detailed manner:

1. What is a general overview of the organization including its mission, program goals and objectives?
2. What is the organizational structure, type of operation, number of employees, and other pertinent organizational information? Include an organizational chart that shows the positions that are involved in the transit department i.e. fleet manager, vehicle maintenance. The organizational chart may be placed after this exhibit.
3. Who is responsible for insurance, training and management, and administration of the agencies transportation programs?
4. Who provides maintenance for the vehicles? Is it outsourced? What type of Preventative Maintenance work does the agency do on-site?
5. What is the agency's current number of transportation related employees?
6. Who will drive the vehicle, number of drivers, CDL certifications?
7. What is a detailed description of service routes and ridership numbers?

If the applicant is a Community Transportation Coordinator (CTC), **relevant** pages of a Transportation Disadvantaged Service Plan (TDSP) and Annual Operating Report (AOR) containing the above information may be provided.

Evaluators will rely heavily on an applicant's narrative in determining the amount of funds/vehicles/equipment awarded.

GRANT WRITING TIP: Refer to the Evaluation Criteria on page 8 of this manual. An applicant's narrative should cover the points that will be evaluated.

8.2. EXHIBIT A-1: FACTSHEET

Name of Applicant: _____

	CURRENTLY	IF GRANT IS AWARDED (Estimates are acceptable.)
1. Number of total one-way trips served by the agency **PER YEAR** (for all purposes)* Please include calculations.		
2. Number of one-way trips provided to seniors and individuals with disabilities **PER YEAR***		
3. Number of individual senior and disabled clients **PER YEAR**		
4. Total number of vehicles used to provide service to seniors and individuals with disabilities **ACTUAL**		
5. Number of 5310 vehicles used to provide service to seniors and individuals with disabilities eligible for replacement **ACTUAL (Refer to Vehicle Life Span chart)**		
6. Total fleet vehicle miles traveled to provide service to seniors and individuals with disabilities **PER YEAR**		
7. Number of days that vehicles are in operation to provide service to seniors and individuals with disabilities **AVERAGE PER WEEK**		
8. Posted hours of normal operation agency provides service to seniors and individuals with disabilities **PER WEEK.** (This does not include non-scheduled emergency availability)	M – F: Saturday: Sunday: Total (WEEK):	M – F: Saturday: Sunday: Total (WEEK):

* One way passenger trip is the unit of service provided each time a passenger enters the vehicle, is transported, then exits the vehicle. Each different destination would constitute a passenger trip.

8.3. EXHIBIT B: PROPOSED PROJECT DESCRIPTION

Applicants must submit Exhibit B as part of their application (not to exceed three (3) pages). The proposed project description should be thorough as evaluators will rely heavily on the narrative in reviewing and ranking a grant application. It is required that all applicants provide the Project Description in a **question/answer format.** The project description should not repeat the current system description shown in Exhibit A. Exhibit B must include, but not be limited to:

8.3.1. QUESTIONS RELATED TO ALL AGENCIES REQUESTING CAPITAL FUNDS

1. How will the grant funding be used? Will more hours of service will be provided? Will it expand service to a larger geographic area? Will this funding provide shorter headways? How many more trips will be provided? Please explain in detail. If this capital request is not for a vehicle, please describe the purpose of the request.
2. If a grant award will be used to maintain services as described in Exhibit A, specifically explain how it will be used in the context of total service.
3. Give a detailed explanation of the need for the vehicle and provide evidence of the need. If this capital request is not for a vehicle, please describe the need for this request.
4. Will a grant award be used to replace existing equipment or purchase additional vehicles/equipment? Provide details.
5. Identify vehicles/equipment being replaced and list them on the **"Current Vehicle and Transportation Equipment Inventory"** form, see page 49.
6. Describe agency's maintenance program and include a section on how vehicles will be maintained without interruptions in service (who, what, where, and when).
7. If vehicles/equipment are proposed to be used by a lessee or private operator under contract to the applicant, identify the proposed lessee/operator.
    a. Include an equitable plan for distribution of vehicles/equipment to lessees and/or private operators.
8. Each applicant shall indicate whether they are a government authority or a private non-profit agency, provide a brief description of the project which includes the counties served, whether the applicant shall service minority populations and whether the applicant is minority-owned.
9. Agencies receiving Section 5310 funds must collect both quantitative and qualitative data (detailed in the Threshold Criteria section on page 7) to capture overarching program information as part of the Section 5310 annual report, Please outline how your agency will collect the quantitative and qualitative data required as a Section 5310 sub-recipient. For example, what will the time frame be/how will it be incorporated into program operations? What tools will be used to collect the data?
10. Fully explain Your Transportation Program:
    a. Service hours, planned service, routes and trip types
    b. Staffing – include plan for training on vehicle equipment such as wheelchair lifts, etc.
    c. Records maintenance– who, what methods, use of databases, spreadsheets etc.
    d. Vehicle maintenance – who, what, when and where

e. CDL requirements

f. Transportation Operating Procedure (TOP)

g. Drug free work place

11. How do you fund your transit program? What are your funding sources for transit – state/local/federal/ private foundations?

12. If your agency does not receive its entire capital request, can you still proceed with your transit program?

13. **New Agencies:** Have you met with the CTC and, if so, how are you providing a service that they cannot? Provide detailed information supporting this requirement.

14. **Current Agencies:** Is your CTC agreement current? If not, why not?

8.3.2. QUESTIONS RELATED TO ALL AGENCIES REQUESTING OPERATING FUNDS

1. Is the project to continue the existing level of services, to expand present service, or to provide new service? How will a grant award be used? How many more hours of service will be provided? Will it expand service to a larger geographic area? Will it be used to reduce headways? If so, please specify). How many more trips will be provided? Please explain in detail. If this capital request is not for a vehicle, please describe the purpose of the request.

2. If a grant award will be used to maintain services as described in Exhibit A, specifically explain how it will be used in the context of total service.

3. Describe agency's maintenance program and include a section on how vehicles will be maintained without interruptions in service (who, what, where, and when).

4. Each applicant shall indicate whether they are a government authority or a private non-profit agency, provide a brief description of the project which includes the counties served, whether the applicant shall service minority populations and whether the applicant is minority-owned.

5. Agencies receiving Section 5310 funds must collect both quantitative and qualitative data (detailed in the Threshold Criteria section on page 7) to capture overarching program information as part of the Section 5310 annual report. Please outline how your agency will collect the quantitative and qualitative data required as a Section 5310 sub-recipient, for example, what will the time frame be/how will it be incorporated into program operations? What tools will be used to collect the data?

6. Fully explain your transportation program:

   a. Service hours, planned service, routes and trip types

   b. Staffing – include plan for training on vehicle equipment such as wheelchair lifts, etc.

   c. Records maintenance– who, what methods, use of databases, spreadsheets etc.

   d. Vehicle maintenance – who, what, when and where

   e. CDL requirements

   f. System safety plan

   g. Drug free work place

7. How do you currently fund the operations of your transit program? What are your transit sources of funding – state/local/federal/ private foundations?
8. Why are operating funds being requested?
9. If this grant is not fully funded, can you still proceed with this program?

8.3.3. QUESTIONS RELATED TO ALL NEW AGENCIES

1. Have you met with the CTC and, if so, how are you providing a service they cannot? Provide detailed information supporting this requirement.

   Applications submitted without the appropriate coordination agreement may be rejected by FDOT. Grant awards will not be made without an appropriate coordination agreement.

GRANT WRITING TIP: Refer to the Evaluation Criteria (see page 8) and be sure Exhibit B covers the points that will be evaluated.

8.4. EXHIBIT E: FEDERAL CERTIFICATIONS AND ASSURANCES

The **last** page (Appendix A) of the annual Federal Register Notice that applies to Federal Certifications and Assurances provides applicants with a single signature page on which an applicant and its attorney must certify compliance with the requirements of the various Federal Transit Administration grants or cooperative agreements. The Federal Register Notice is revised annually and is usually available around January 1 of each year. Applicants may obtain a copy of the current year document through the internet at http://www.fta.dot.gov/grants/13071.html. If unable to access the form, applicants may contact their FDOT District Office for assistance. The appropriate signed Federal certification/assurance form must be included in the application when it is submitted to the FDOT District Office.

Submissions in TEAM: An applicant submitting certifications and assurances for their agency in TEAM can attach a screenshot of their PIN as replacement of the signature page.

GRANT WRITING TIP: All applicants must use the current year form and it must be the actual form from the Federal Transit Administration (FTA). This form cannot be an edited version of a prior year's forms or a recreation of the form. ***DO NOT copy this form onto agency letterhead for signature, it will be returned to you and delay processing your grant request.***

The signature page for Federal Certifications and Assurances should be signed by an individual authorized by the applicant's governing board to sign and submit applications, and its attorney. Blue ink is required as it distinguishes an original signature from a photocopied signature.

Federal Certifications and Assurances Required of Each Applicant:

- Authority of applicant and its representative
- Standard Assurances
- Debarment and Suspension, and other Responsibility Matters
- Drug Free Workplace Certification
- Intergovernmental Review Assurance
- Federal Transit Administration Master Agreement
- Nondiscrimination Assurance
- Assurance of Nondiscrimination on the Basis of Disability Procurement Compliance.

A. Applicants for Federal Assistance may signify compliance with the above certifications and assurances by placing an "X" at the top of Appendix A next to the statement that reads: "The Applicant agrees to comply with applicable requirements of Categories 01-24". If an applicant chooses to do this, no additional notation is necessary, except for the signature on the reverse.

OR

B. The applicant may signify compliance with certifications and assurances applicable only to the Section 5310 Program, specifically, Category XIII, by placing an "X" in Group 01, "Required Certifications and Assurances for Each Applicant" (to cover the above-noted items), as well as an "X" in Category 10 entitled "Alcohol and Controlled Substances Testing" and Category 16 "Seniors/Elderly/Individuals with Disabilities Programs/New Freedom Program." A description of the certifications required by the Section 5310 Program is provided in the annual Federal Register Notice.

8.5. EXHIBIT I: COORDINATED PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION PLAN

To be completed and signed by an individual authorized by the governing board of the applicant's agency and submitted with the grant application.

The _____ certifies and assures to the Florida Department of Transportation in regard to its application for assistance under 49 U.S.C. 5310 dated _____:

1. This grant request is included in a coordinated plan compliant with Federal Transit Administration Circular FTA C 9070.1G.

2. The name of this coordinated plan is provided below.

   _____

3. The agency that adopted this coordinated plan is provided below.

   _____

4. The date the coordinated plan was adopted is provided below.

   _____

5. The page number of the coordinated plan that this application supports.

   _____

Date: _____

Signature: _____

Typed name and title: _____

8.6. EXHIBIT J: STANDARD LOBBYING CERTIFICATION FORM

FEDERAL FISCAL YEAR 2016

NOTE: All grant awards issued to a recipient in the amount of $100,000 or more must include a signed standard lobbying form.

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," (a copy the form can be obtained from http://www.dot.state.fl.us/transit/Pages/grantsadministration.shtm) in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

8.7. EXHIBIT L: COORDINATION

If the applicant is a Community Transportation Coordinator (CTC), this information should be shown in Exhibit L of the application. Attached to Exhibit L should be a copy of the CTC's certification.

- If the applicant is not a CTC, a copy of the written coordination agreement between the applicant and the CTC in the appropriate service area should be identified as Exhibit L and included in the application. The agreement must be specific as to how the services to be provided will complimentary to the services the CTC provides, and how duplication and fragmentation of services will be avoided.
- If the applicant's service extends into areas covered **by more than one CTC, copies of all applicable coordination agreements should be included in the application.**
- An executed Commission for the Transportation Disadvantaged **Coordination Contract** or similar document may serve as the written coordination agreement.
- **Applications submitted without the appropriate coordination agreement may be rejected by FDOT. Grant awards will not be made without an appropriate coordination agreement.**
- Agencies must keep their CTC Agreements current and in force at all times when receiving an award under the Section 5310 Program. Agencies must also keep their CTC Agreements current and in force every year until the vehicle(s) reaches its useful life requirement.

8.8. EXHIBIT M: TRANSPORTATION OPERATING PROCEDURE (TOP) (APPLIES TO SECTION 5310 ONLY RECIPIENTS)

FTA Section 5310 only recipients is defined as: Most FDOT grant recipients fall under the requirements of Florida Administrative Code Rule 14.90. A small number of recipients, **only receive grant awards through the Federal Transit Administration's Section 5310**, Enhanced Mobility for Seniors and Individuals with Disabilities Program.

Section 5310 only recipients must provide the District Office a Transportation Operating Procedure (TOP) that addresses the topics below. **Templates for this exhibit may be obtained from your district office and/or the FDOT State Management Plan.** All grant application packages must contain the most recent TOP.

Agencies will be required to undergo a triennial review and inspection by FDOT to determine compliance with the baseline requirements. First time applicants have one (1) year to come into compliance with the TOP requirements outlined in this document. Agencies not yet in-compliance must send a progress report to the local FDOT District office on a quarterly basis outlining the agency's progress towards compliance. **All grant application packages must contain the most recent TOP.**

Maintenance

- The TOP must outline how drivers conduct and document a pre-operational bus inspection report according to Rule 14-90.006, FAC.
- The pre-trip and post-trip inspections must include the following safety sensitive items:
    - Steering System
    - Service and Parking Brake
    - Suspension and Undercarriage
    - Tires, Wheels, and Wheel End Components
    - Fuel and Exhaust Systems
    - All Lights, Mirrors, Wipers, and Warning Devices
    - Interlock Systems
    - Interior Controls, Gauges, and Safety Equipment
    - Wheelchair Lifts
    - Air System
    - Emergency exits (doors, windows, etc.)
- Pre- and post-trip records must be maintained for a minimum of 14 days.
- The TOP must document how the agency performs preventive maintenance on the vehicles. Agencies will develop a maintenance plan that outlines the agency's basic maintenance policies and procedures for maintaining vehicles even when using contracted services. It should follow, at a minimum, the guidelines established by FDOT. ***Maintenance Plan Templates can be found in the* Template section of the State Management Plan.**

Operations

- The TOP must document the qualifications they require when hiring a driver. This should include verifying that the employee has a valid driver license, a CDL if necessary for the size vehicle being operated by the agency, and if a background check is required. It will also include how the agency ensures that all drivers have valid licenses while operating vehicles.
- The TOP must document the training provided to ensure the driver has adequate skills and capabilities to safely operate each type of vehicle operated by the agency. At a minimum this should include:
    - Bus equipment familiarization
    - Basic operations and maneuvering
    - Boarding and alighting passengers
    - Operation of wheelchair lifts and other special equipment
    - Passenger assistance and securement
    - Defensive driving
- The TOP must document the agency's procedures for handling emergency situations that occur when the vehicle is being used away from the facility.
- The TOP must document how the agency establishes and maintains a drug-free workplace policy according to Section 112.0455, F.S. Additionally, a driver holding a Commercial Driver's License is subject to the federal requirements related to drug testing. The TOP must document how an agency meets these requirements.
- The TOP must document how the agency will ensure drivers not be permitted to drive more than 12 hours in a 24 hour period; and drivers not be permitted to be on duty more than 72 hours in any period of 7 consecutive days.

Safety

- The TOP must state how the agency ensures that no driver operates a vehicle when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes.
- The TOP must document how the agency ensures that the vehicles are operated in compliance with applicable traffic regulations, ordinances, and the laws of the jurisdiction in which they are being operated.
- The TOP must include the agency's policy for the use of wireless communication devices while occupying the vehicle.
- Agencies will be required to investigate events involving vehicles and resulting in fatality, injury or property damage. The development of necessary reports, corrective action plans, and other documentation for the investigated event must be submitted to FDOT.

A template for 5310 Transportation Operating Procedure (TOP) can be obtained from your local district office or be found in the Template section of the State Management Plan.

9. APPLIES TO APPLICANTS FOR OPERATING ASSISTANCE

9.1. TRANSIT-RELATED OPERATING & ADMINISTRATIVE EXPENSES/ REVENUES

Information regarding the applicant's **transit-related** operating and administrative expenses and revenues specific to 5310 funds must be provided with the application for operating assistance. Forms B-1 and B-2, as provided in this manual, should be used for this purpose.

Applicants should show the transit-related operating and administrative expenses and revenues of their agency for the proposed project as projected for the year the Section 5310 grant award is to be used. For example, the projected expense and revenue budgets for fiscal year 2016/2017 should be used if Section 5310 Assistance is requested by the applicant for use in fiscal year 2016/2017.

Form B-1 provides space for the applicant to:

- show operating and administrative expenses of the service operated/contracted by the applicant.
- provides space to calculate a grant request. However, the grant request cannot be completed until Form B-2 is completed.

Form B-2:

- provides space for the applicant to show the sources of revenue proposed to pay for the expenses shown in Form B-1.

The budget line items shown on the forms were originally defined in the Transportation Accounting Consortium's Model Uniform Accounting System for Rural and Specialized Transportation Providers (TAC Manual). The account numbers in parentheses are the object code numbers for these line items in the TAC manual and in FTA National Transit Data Reports (NTD). Definitions for expense and revenue line items are included below.

DEFINITIONS:

Source: (National Transit Data Report - NTD) http://www.ntdprogram.gov/ntdprogram/Glossary.htm

Operating and Administrative Expenses:

- **(501) labor** - The pay and allowances due employees in exchange for the labor services they render in behalf of the transit system.
- **(502) fringe and benefits** - Payments or accruals to others (insurance companies, governments, etc.) on behalf of an employee and payments or accruals direct to an employee arising from something other than his performance of a piece of work.
- **(503) services** - Labor and other work provided by outside organizations for fees and related expenses.
- **(504) materials and supplies** - Tangible products obtained from outside suppliers or manufactured internally.
- **(504.01) vehicle maintenance** - Cost of fuel and lubricants, tires and tubes, vehicle maintenance parts.
- **(505) utilities** - Payments made to various utilities for utilization of their resources (e.g., electric, gas, water, telephone, etc.)

- **(506) insurance** - Cost elements covering protection of the transit system from loss through insurance programs; compensation of others for their losses due to acts for which the transit system is liable; and recognition of the cost of a miscellaneous category of corporate losses.
- **(507) license and taxes** - Taxes and fees levied against the transit system by Federal, state, and local governments.
- **(508) purchased transit service** - The payment or accrual to other transit systems for providing transportation service.
- **(509) miscellaneous** - Those expenses which cannot be attributed to any of the other major expense categories.
- **(512) leases and rentals** - Payments for the use of capital assets not owned by the transit system.
- **(513) depreciation** - Charges that reflect the loss in service value of the transit system's assets.

Operating and Administrative Revenues:

- **(401) passenger fares for transit services** - Revenue earned from carrying passengers along regularly scheduled routes.
- **(402) special transit fares** - Revenues earned for rides given in regular transit service, but paid for by some organization rather than by the rider, and for rides given along special routes for which revenue may be guaranteed by a beneficiary of the service.
- **(403) school bus service revenues** - Revenues earned from operating vehicles under school bus contracts.
- **(404) freight tariffs** - Revenues earned from carrying freight on runs whose primary purpose is passenger operations.
- **(405) charter service revenues** - Revenues earned from operating vehicles under charter contracts.
- **(406) auxiliary transportation revenues** - Revenues earned from operations closely associated with the transportation operations (e.g., concessions, advertising, automobile ferriage, etc.)
- **(407) nontransportation revenues** - Revenues earned from activities not associated with the provision of the transit system's transit service (e.g., sale of maintenance services, rental of revenue vehicles, rental of buildings and other property, investment income, parking lot revenue, etc.)
- **(408) taxes levied directly by transit system** - Tax revenues to transit systems that are organized as independent political subdivision with their own taxation authority.
- **(409) local cash grants and reimbursements** - Funds obtained from local government units to assist in paying the cost of operating transit services.
- **(410) local special fare assistance** - Funds obtained from local government units to help cover the difference between full adult fares and special reduced fares. *(Includes local social service contract funds).*
- **(411) state cash grants and reimbursements** - Funds obtained from state government to assist in paying the cost of operating transit services. *(Includes Commission for the Transportation*

Disadvantaged grant funds).

- **(412) state special fare assistance** - Funds obtained from state government to help cover the difference between full adult fares and special reduced fares. *(Includes state social service contract funds).*
- **(413) federal cash grants and reimbursements** - Funds obtained from the Federal government to assist in paying the cost of operating transit services. Include and identify the source of unrestricted Federal Funds used as match.
- **(414) interest income** - Revenues earned from the lending or deposit of funds.
- **(430) contributed services** - The receipt of services (not cash) from another entity where such services benefit transit operations and the transit operator is under no obligation to pay for the services.
- **(431) contributed cash** - The receipt of funds from another entity where such funds benefit transit operations and the transit operator is under no obligation to repay the funds.
- **(440) subsidy from other sectors of operations** - Funds obtained from other sectors of a transit company's operations to help cover the cost of providing transit service.

9.2. INSTRUCTIONS FOR COMPLETING FORM B-1

Applicants should complete both the "Total Expense" and "FTA Eligible Expense" columns of Form B-1. In completing the form, Community Transportation Coordinators (CTCs) may use expense information from the budget in their most current Transportation Disadvantaged Service Plan (TDSP). The "Total Expense" column should show all operating and administrative expenses associated with the proposed transit service. The definitions for each line item code, as provided in the Appendix of this manual, apply. The "FTA Eligible Expense" column should include only those expenses that are considered eligible expenses as outlined on page 2 of this manual.

After completing the expense columns on Form B-1, applicants should next complete Form B-2 (see instructions below.)

9.3. INSTRUCTIONS FOR COMPLETING THE GRANT REQUEST ON FORM B-1

To calculate the grant request on Form B-1:

- Enter the total (a) from the FTA Eligible Expense column of Form B-1.
- Enter the rural passenger fare revenue (b) from the first row of Form B-2 (object Code 401- rural revenue).
- Subtract the passenger fare revenue (b) from the FTA Eligible Expense (a) to determine the operating deficit (c).
- Complete the Section 5310 request (d). Applicants may request no more than 50% of the operating deficit. Total revenues may not exceed total costs. Therefore, it may be necessary to adjust the Section 5310 request to an amount less than 50% of the deficit calculated.

9.4. FORM B-1: TRANSIT-RELATED OPERATING AND ADMINISTRATIVE EXPENSES

Name of Applicant: _____

Name of Transit Program: _____

Applicant Fiscal period start and end dates: _____ to _____

State Fiscal period from: July 1, 2016 to June 30, 2017

EXPENSE CATEGORY	TOTAL EXPENSE	FTA ELIGIBLE EXPENSE
Labor (501)	$	$
Fringe and Benefits (502)		
Services (503)		
Materials and Supplies (504)		
Vehicle Maintenance (504.01)		
Utilities (505)		
Insurance (506)		
Licenses and Taxes (507)		
Purchased Transit Service (508)		
Miscellaneous (509)		
Leases and Rentals (512)		
Depreciation (513)		
TOTAL	$	$ (a)

SECTION 5310 GRANT REQUEST:

Total FTA Eligible Expenses (from Form B-1, above) $_____ **(a)**

Rural Passenger Fares (from Form B-2) $_____ **(b)**

Operating Deficit $_____ **(c)**

[FTA Eligible Expenses (a) minus Rural Passenger Fares (b)]

Section 5310 Request $_____ **(d)**

(No more than 50% of Operating Deficit)

Grant Total All Revenues (from Form B-2) $_____ ***(e)**

Note: If Grand Total Revenues (e) exceeds FTA Eligible Expenses (a), reduce the Section 5310 Request (d) by that amount.

9.5. INSTRUCTIONS FOR COMPLETING FORM B-2

Applicants for operating funds need to complete both the "Total Revenue" and "Revenue Used as FTA Match" columns of Form B-2.

- In completing Form B-2, CTCs may use revenue information from the budget in their most current TDSP.
- The "Total Revenue" column should show all revenues used to pay for the expenses shown in Form B-1, as noted previously. The definitions for each line item code that is provided in the Appendix of this manual apply.
- The "Revenue Used as FTA Match" column separates total revenues from revenues accepted by FTA as match. This includes revenues in object codes 410, 411, 412, and 430. It also includes revenues in object code 413 EXCEPT for any FTA or other USDOT funds. In other words, FTA or other USDOT revenues should be deducted from the amount shown in object code 413 in the "Total Revenue" column, and the balance should be shown in the "Revenue Used as FTA Match" column.
- Both columns should be totaled and the total of (b) "Total Rural Passenger Fares" (401) and (e) "Grand Total Revenues" transferred to the grant request section of Form B-1.

9.6. FORM B-2: TRANSIT-RELATED OPERATING AND ADMINISTRATIVE REVENUES

Name of Applicant: _____

Name of Transit Program: _____

Applicant Fiscal period start and end dates: _____ to _____

State Fiscal period from July 1, 2016 to June 30, 2017

OPERATING REVENUE CATEGORY	TOTAL REVENUE	REVENUE USED AS FTA MATCH
Passenger Fares for Transit Service (401)	Total= $ Rural =$ (b)	
Special Transit Fares (402)		
School Bus Service Revenues (403)		
Freight Tariffs (404)		
Charter Service Revenues (405)		
Auxiliary Transportation Revenues (406)		
Non-transportation Revenues (407)		
Total Operating Revenue	$	$
OTHER REVENUE CATEGORY		
Taxes Levied directly by the Transit System (408)		
Local Cash Grants and Reimbursements (409)		
Local Special Fare Assistance (410)		
State Cash Grants and Reimbursements (411)		
State Special Fare Assistance (412)		
Federal Cash Grants and Reimbursements (413)		
Interest Income (414)		
Contributed Services (430)		
Contributed Cash (431)		
Subsidy from Other Sectors of Operations (440)		
Total of Other Revenue	$	$
GRAND TOTAL ALL REVENUE	$	$ (e)

9.7. FORM B-3: LOCAL MATCH FOR THIS APPLICATION

The Section 5310 federal share of eligible operating expenses may not exceed 50%. Some combination of state, local, or private funding sources must be identified and committed to provide the required non-Federal share. The non-Federal share may be cash, or in kind. Funds may be local, private, state, or (up to one half) unrestricted Federal funds. Funds may not include any borrowed against the value of capital equipment funded in whole or in part by State and/or Federal sources.

The Section 5310 Program permits up to one half the required match to be derived from other unrestricted Federal funds. Federal funds are unrestricted when a Federal agency permits its funds to match Section 5310. Essentially, all Federal Social Service Programs using transit services are unrestricted, such as Medicaid, employment training, vocational rehabilitation services and Temporary Assistance for Needy Families; other U.S. DOT Programs are not considered unrestricted Federal funds.

Contract revenue from the provision of transportation services to social service agencies may also be used as local match. The costs associated with providing the contract revenue service must be included in the project budget if using contract revenue as match.

Non-cash, in-kind contributions such as donations of goods or services and volunteered services are eligible to be counted towards the local match only if the value of such is formally documented, supported and pre-approved by the District Office. Any funds committed as match to another Federal program may not be used to match Section 5310 funds. Operating assistance funds will be awarded through a joint participation agreement with FDOT.

FORM B-3: LOCAL MATCH FOR THIS APPLICATION

Name of Applicant: _____

Sources and amounts of 50% local share for the operating assistance being requested:

SOURCE:	AMOUNT:

_____

(Signature of authorized representative)

_____

(Name and title of authorized representative)

Attach documentation of match funds immediately behind this page. Proof may consist of, but not be limited to: written statements from county commissions, state agencies, city managers, mayors, town councils, organizations, accounting firms and financial institutions.

9.8. FORM B-4: BREAKDOWN OF TRANSPORTATION COSTS

If operating funding is being requested the applicant must complete one of the two (2) requested sections within Form B-4. The applicant can elect to complete the form using

1) Hourly Rate or 2) Per Trip Rate (one or the other) calculation. Only one rate calculation (hourly operating rate or per trip rate) section must be provided with the grant application.

If the applicant has an approved rate by the Commission for Transportation Disadvantaged (TD) for reimbursable service to TD clients include this rate with your application.

Hourly Rate Calculation

Note: If you elect to use this (hourly rate) calculation do not complete the Per Trip Rate calculation section.

Operating Expenses (Operating Budget)

EXPENSE ITEM	EXPENSE AMOUNT $
Driver Wages and Benefits	
Cost of Leases (Vehicles, Equipment, Infrastructure, etc.)	
Fuel	
Maintenance	
Other (Modify the form to list all that apply)	
TOTAL EXPENSES	(a)

Operating Revenues

REVENUE ITEM	REVENUE AMOUNT $
Federal Grants or Subsidies	
State Grants or Subsidies	
Local Grants or Subsidies	
Revenues from Advertising or Similar	
Other (Modify the form to list all that apply)	
TOTAL REVENUE	(b)

Net Transportation Cost

Total Expenses (a) – Total Revenues (b) = **Net Transportation Cost (c) Service Hours**

Per Year_____(d)

Hourly Rate

Net Transportation Cost (c) / Service Hours Per Year (d) = **Hourly Rate (e)**

Total Project Cost

Number of vehicles x Hours each day x Number of days per year x Hourly rate (e) =
Total Project Cost (f)

Estimate Farebox Revenues

Use the yearly reported farebox recovery ratio to calculate the estimated farebox revenues. The farebox recovery ratio is the amount of operating expenses that are recovered by passenger fares. The farebox recovery ratio is calculated by dividing the farebox revenue by the total operating expenses.

Total Project Cost (f) x Farebox Recovery Ratio = **Estimated Farebox Revenue (g) Net Project Cost**
Total Project Cost (f) - Farebox Revenue (g) = **Net Project Cost (h)**

FDOT or FTA Contribution (50% of Net Project Cost)

Net Project Cost (h) x 50% (.50) = **FDOT or FTA Contribution (i)**

Per Trip Rate Calculation

Note: If you elect to use this (per trip rate) calculation do not complete the Hourly Rate calculation section.

Operating Expenses (Operating Budget)

EXPENSE ITEM	EXPENSE AMOUNT $
Driver Wages and Benefits	
Cost of Leases (Vehicles, Equipment, Infrastructure, etc.)	
Fuel	
Maintenance	
Other (Modify the form to list all that apply)	
TOTAL EXPENSES	(a)

Operating Revenues

REVENUE ITEM	REVENUE AMOUNT $
Federal Grants or Subsidies	
State Grants or Subsidies	
Local Grants or Subsidies	
Revenues from Advertising or Similar	
Other (Modify the form to list all that apply)	
TOTAL REVENUE	(b)

Net Transportation Cost

Total Expenses (a) – Total Revenues (b) = **Net Transportation Cost (c) Service**

Trips Per Year_____(d)

Rate Per Trip

Net Transportation Cost (c) / Service Trips Per Year (d) = **Rate Per Trip (e)**

Total Project Cost

Number of Vehicles x Trips per day x Number of days per year x Rate per trip (e) = **Total Project Cost (f)**

Estimate Farebox Revenues

Use the yearly reported farebox recovery ratio to calculate the estimated farebox revenues. The farebox recovery ratio is the amount of operating expenses that are recovered by passenger fares. The farebox recovery ratio is calculated by dividing the farebox revenue by the total operating expenses.

Total Project Cost (f) x Farebox Recovery Ratio = **Estimated Farebox Revenue (g) Net Project Cost**

Total Project Cost (f) - Farebox Revenue (g) = **Net Project Cost (h)**

FDOT or FTA Contribution (50% of Net Project Cost)

Net Project Cost (h) x 50% (.50) = **FDOT or FTA Contribution (i)**

9.9. FORM B-5: CALCULATING SERVICE AREA PERCENTAGES

Note: Use this form **only** if your request is for operating costs in **more than one service area type** (i.e., Urban, Small Urban, and Rural).

Step 1:

Based upon your proposed and current project description, you will need to calculate the percentage of service within the urban, small urban and/or rural parts of the service area. To do so, take the number of trips, revenue service hours or revenue service miles originating in each area (Urban, Small Urban and Rural) and divide them by the total number of trips, revenue service hours or revenue service miles. You will need your map, A-1 Fact Sheet and/or the Proposed Project Description to determine this.

Urban = UZA	Small Urban = SUZA	Rural = Rural

Example:

If your agency makes 500 trips per year and 100 of those trips are urban then:

100 UZA trips/ 500 total trips = .2 * 100 = 20% UZA service area

If your agency makes 500 trips per year and 200 of those trips are small urban then:

200 SUZA trips/ 500 total trips = .4 * 100 = 40% SUZA service area

If your agency makes 500 trips per year and 200 of those trips are rural then:

200 Rural/ 500 total trips = .4 * 100 = 40% Rural service area

Step 2:

Once you have determined how the service area is split between UZA, SUZA and Rural, you will need to calculate the funding split. To do so, you must separate your total amount requested into the designated funding split you calculated in step 3.

Example:

Total Requested: $300,000.00

Funding Split: UZA: $300,000 * .2 = $60,000.00

SUZA: $300,000 * .4 = $120,000.00

Rural: $300,000 * .4 = $120,000.00

*Note: When invoicing for the project, you must use the above funding split on your invoice summary forms.

Step 3:

Once you have determined the funding split between UZA, SUZA and Rural, you will need to calculate the match amount required to complete the Form 424. Use the amounts calculated in step 4 to complete this task.

Example:

Operating Assistance (50% Federal and 50% Local):

UZA: $60,000.00 * .5 = $30,000.00 Federal and $30,000.00 Local

SUZA: $120,000.00 * .5 = $60,000.00 Federal and $60,000.00 Local

Rural: $120,000.00 * .5 = $60,000.00 Federal and $60,000.00 Local

Capital Assistance (80% Federal, 10% State and 10% Local):

UZA: $60,000.00 * .8 = $48,000 Federal, $6,000 State and $6,000 Local

SUZA: $120,000 * .8 = $96,000 Federal, $12,000 State and $12,000 Local

Rural: $120,000 * .8 = $96,000 Federal, $12,000 State and $12,000 Local

10. APPLIES TO APPLICANTS FOR CAPITAL ASSISTANCE

10.1. TRANSIT-RELATED OPERATING & ADMINISTRATIVE EXPENSES/ REVENUES

Information regarding the applicant's **transit-related** operating and administrative expenses and revenues must be provided with the application. Forms C-1 and C-2 are included in this manual for that purpose. These forms should provide information about operating and administrative expenses of the vehicles or service operated/provided by the applicant, as described in Exhibits A and B of the application, and information about the sources of revenue used to pay for these expenses.

The budget line items shown on the forms were originally defined in the Transportation Accounting Consortium's Model Uniform Accounting System for Rural and Specialized Transportation Providers (TAC Manual). The account numbers in parentheses are the object code numbers for these line items in the TAC Manual and in FTA National Transit Data Reports (NTD). Definitions for expense and revenue line items are included below.

Applicants should show the transit-related operating and administrative expenses and revenues of their agency as projected for the year the Section 5310 Grant Award is requested. For example, the projected expense and revenue budgets for fiscal year 2016/2017 should be used if Section 5310 assistance is requested by the Agency for use in fiscal year 2016/2017.

DEFINITIONS: *Source: (National Transit Data Report - NTD)*
http://www.ntdprogram.gov/ntdprogram/Glossary.htm

Operating and Administrative Expenses:

- **(501) labor** - The pay and allowances due employees in exchange for the labor services they render in behalf of the transit system.
- **(502) fringe and benefits** - Payments or accruals to others (insurance companies, governments, etc.) on behalf of an employee and payments or accruals direct to an employee arising from something other than his performance of a piece of work.
- **(503) services** - Labor and other work provided by outside organizations for fees and related expenses.
- **(504) materials and supplies** - Tangible products obtained from outside suppliers or manufactured internally.
- **(504.01) vehicle maintenance** - Cost of fuel and lubricants, tires and tubes, vehicle maintenance parts.
- **(505) utilities** - Payments made to various utilities for utilization of their resources (e.g., electric, gas, water, telephone, etc.)
- **(506) insurance** - Cost elements covering protection of the transit system from loss through insurance programs; compensation of others for their losses due to acts for which the transit system is liable; and recognition of the cost of a miscellaneous category of corporate losses.
- **(507) license and taxes** - Taxes and fees levied against the transit system by Federal, state, and local governments.
- **(508) purchased transit service** - The payment or accrual to other transit systems for providing

transportation service.

- **(509) miscellaneous** - Those expenses which cannot be attributed to any of the other major expense categories.
- **(512) leases and rentals** - Payments for the use of capital assets not owned by the transit system.
- **(513) depreciation** - Charges that reflect the loss in service value of the transit system's assets.

Operating and Administrative Revenues:

- **(401) passenger fares for transit services** - Revenue earned from carrying passengers along regularly scheduled routes.
- **(402) special transit fares** - Revenues earned for rides given in regular transit service, but paid for by some organization rather than by the rider, and for rides given along special routes for which revenue may be guaranteed by a beneficiary of the service.
- **(403) school bus service revenues** - Revenues earned from operating vehicles under school bus contracts.
- **(404) freight tariffs** - Revenues earned from carrying freight on runs whose primary purpose is passenger operations.
- **(405) charter service revenues** - Revenues earned from operating vehicles under charter contracts.
- **(406) auxiliary transportation revenues** - Revenues earned from operations closely associated with the transportation operations (e.g., concessions, advertising, automobile ferriage, etc.)
- **(407) nontransportation revenues** - Revenues earned from activities not associated with the provision of the transit system's transit service (e.g., sale of maintenance services, rental of revenue vehicles, rental of buildings and other property, investment income, parking lot revenue, etc.)
- **(408) taxes levied directly by transit system** - Tax revenues to transit systems that are organized as independent political subdivision with their own taxation authority.
- **(409) local cash grants and reimbursements** - Funds obtained from local government units to assist in paying the cost of operating transit services.
- **(410) local special fare assistance** - Funds obtained from local government units to help cover the difference between full adult fares and special reduced fares. *(Includes local social service contract funds).*
- **(411) state cash grants and reimbursements** - Funds obtained from state government to assist in paying the cost of operating transit services. *(Includes Commission for the Transportation Disadvantaged grant funds).*
- **(412) state special fare assistance** - Funds obtained from state government to help cover the difference between full adult fares and special reduced fares. *(Includes state social service contract funds).*
- **(413) federal cash grants and reimbursements** - Funds obtained from the Federal government to assist in paying the cost of operating transit services. Include and identify the source of

unrestricted Federal Funds used as match.

- **(414) interest income** - Revenues earned from the lending or deposit of funds.
- **(430) contributed services** - The receipt of services (not cash) from another entity where such services benefit transit operations and the transit operator is under no obligation to pay for the services.
- **(431) contributed cash** - The receipt of funds from another entity where such funds benefit transit operations and the transit operator is under no obligation to repay the funds.
- **(440) subsidy from other sectors of operations** - Funds obtained from other sectors of a transit company's operations to help cover the cost of providing transit service.

10.2. FORM C-1: TRANSIT-RELATED OPERATING AND ADMINISTRATIVE EXPENSES

Name of Applicant:

_____

Name of Transit Program: _____

Applicant Fiscal period start and end dates: _____ to _____

State Fiscal period from: July 1, 2016 to June 30, 2017

EXPENSE CATEGORY	EXPENSE $
Labor (501)	$
Fringe and Benefits (502)	
Services (503)	
Materials and Supplies (504)	
Vehicle Maintenance (504.01)	
Utilities (505)	
Insurance (506)	
Licenses and Taxes (507)	
Purchased Transit Service (508)	
Miscellaneous (509)	
Leases and Rentals (512)	
Depreciation (513)	
TOTAL EXPENSE	$

10.3. FORM C-2: OPERATING AND ADMINISTRATIVE REVENUES

Name of Applicant:

_____

Name of Transit Program: _____

Applicant Fiscal period start and end dates: _____ to _____

State Fiscal period from: July 1, 2016 to June 30, 2017

OPERATING REVENUE CATEGORY	REVENUE $
Passenger Fares for Transit Service (401)	
Special Transit Fares (402)	
Other (403 – 407) (identify by appropriate code)	
TOTAL OPERATING REVENUE	$
OTHER REVENUE CATEGORY	
Taxes Levied Directly by the Transit System (408)	
Local Cash Grants and Reimbursements (409)	
Local Special Fare Assistance (410)	
State Cash Grants and Reimbursements (411)	
State Special Fare Assistance (412)	
Federal Cash Grants & Reimbursements (413)	
Interest Income (414)	
Contributed Services (430)	
Contributed Cash (431)	
Subsidy from Other Sectors of Operations (440)	
TOTAL OF OTHER REVENUE	$
GRAND TOTAL ALL REVENUE	$

10.4. FORM C-3: LOCAL MATCH FOR THIS APPLICATION

Local match may be derived from any non-U.S. Department of Transportation (USDOT) Federal Program, State Programs, Local Contributions or Grants.

Applicants may not borrow funds to use as match nor may they place liens on Section 5310-funded vehicles or equipment. The breakdown of funding for the Section 5310 grant program is 80% Federal/10% FDOT-State/10% Local for capital projects, meaning the Federal share of eligible capital costs may not exceed 80% of the total award. State funds may support up to 10% of eligible capital costs with the remaining 10% being supported by a local match. **At the time an order is placed for vehicles/equipment, the applicant is required to provide a purchase order for its 10% local match to be paid to the vendor. The required 10% local match must be paid at the time of delivery.**

FORM C-3: LOCAL MATCH FOR THIS APPLICATION

Name of Applicant: _____

Sources and amounts of local share for the vehicles/equipment, or mobility management, being requested:

SOURCE:	AMOUNT:

_____

(Signature of authorized representative)

_____

(Name and title of authorized representative)

Attach documentation of vehicle match funds immediately behind this page. Proof may consist of, but not be limited to: written statements from county commissions, state agencies, city managers, mayors, town councils, organizations, accounting firms and financial institutions.

10.5. FORM C- 4: CURRENT VEHICLE AND TRANSPORTATION EQUIPMENT INVENTORY FORM

Applicants must complete the "Current Vehicle and Transportation Equipment Inventory" (Form C-4), see next page. All columns of the form must be completed. The form must include:

- A current list of all vehicles and equipment used by the applicant to transport individuals, including those bought in previous years with Federal funds;
- Those vehicles bought with other than Federal funds;
- Those vehicles now on order; and
- Those vehicles to be ordered with grant awards made in previous years.
- An asterisk (*) should be placed next to the model year of vehicles to be replaced with the grant being applied for with this application.
- Vehicles can only be listed as "replacement" once. If a replacement award was previously given for a vehicle, that vehicle cannot be listed for replacement again.
- Vehicles operated by the applicant's contractor or lessee should also be identified, and the name of the contractor/lessee shown in Exhibit B of the application.

FORM C-4: CURRENT VEHICLE AND TRANSPORTATION EQUIPMENT INVENTORY (a)

Name of Applicant: _____ Date of Inventory: _____

Model Yr. (b)	Make/size /type (C)	FDOT control # and VIN (d)	Ramp or lift (specify)	Seats & W/C positions (i.e. 12+2)	Avg. miles/ Yr.	Current Mileage	Vehicle Status (Active/Spare/ Other)	Expected retirement date	Other equipment (e)	Funding source (f)

(a) **Applicants must use this form.**

(b) Identify vehicles to be replaced with this or other grant by placing an asterisk (*) next to the model year. In Exhibit B of the application, provide the name of the lessee or contractor, if applicable.

(c) For example, Ford 22' bus; Dodge converted van.

(d) Show FDOT control number ORVIN if bought with grant through FDOT. If bought through other funding, list the complete VIN.

(e) Include computer hardware and software, copiers, printers, mobile radios, communication systems, etc.

(f) Identify the grant or other funding source used for purchasing the vehicle/equipment.

10.6. FORM C-5: CAPITAL REQUEST FORM

Applicants must complete the "Capital Request", Form C-5, provided in this manual. The upper part of the form (vehicle requests) covers vehicles; the lower (equipment requests), covers other capital equipment such as radios, computer software, computer hardware, etc. Any bus options that are part of purchasing the bus itself should be part of the vehicle request and NOT separated out under equipment.

If agency is requesting capital that is not a vehicle i.e. mobility manager, place the costs of the position under Equipment.

NOTE: In the case of vehicles, applicants should be sure to indicate whether the new vehicle is to replace (R) an older vehicle or expand (E) the fleet by buying a new vehicle. The length of the vehicle, the number of passenger seats & wheelchair positions, lift or ramp, and the type of fuel is also important because this affects the cost. The make of the vehicle should not be shown on the form.

Applicants should refer to "What's on the Market", located in the Appendix, to identify the most appropriate vehicle type for its needs, and the estimated cost. The appropriate FDOT District Office or the Center for Urban Transportation Research (see "What's on the Market") may be contacted for assistance.

Eligible Expenses:

Section 5310 funds may be used for the capital and/or operating expense of transit services to seniors and/or individuals with disabilities. Eligible expenses are limited to buses, vans or other vehicles (including sedans and station wagons), radios and communications equipment, wheelchair lifts and restraints, stretcher vehicles (excluding the cost of the stretcher seating and associated equipment), vehicle rehabilitation, vehicle overhaul, data processing hardware/software, other durable goods such as spare components with a useful life of more than one (1) year and a per unit cost over $300, initial installation costs, vehicle procurement/testing, vehicle inspection and vehicle preventative maintenance, passenger facilities related to Section 5310-funded vehicles, support facilities and equipment for Section 5310-funded vehicles, operating costs associated with providing transit service, costs associated with transit service that exceeds the requirements of the Americans with Disabilities Act of 1990, projects that improve access to fixed route service and decrease reliance by individuals with disabilities on complementary paratransit, and alternative to public transportation that assist seniors and individuals with disabilities with transportation. An applicant applying for preventative maintenance costs must have a District approved preventative maintenance plan and a cost allocation if activities are performed in house. The Federal5310 share for eligible capital expenses may not exceed eighty percent (80%).

FORM C-5: CAPITAL REQUEST FORM

VEHICLE REQUEST

Name of Agency: _____

R or E (a)	Quantity	Description (b) www.tripsflorida.org	Estimated Cost
Sub-total			$

(a) Replacement (R) or Expansion (E).

(b) Provide a brief description including the length and type vehicle, type of fuel, lift or ramp, number of seats and wheelchair positions. For example, 22' gasoline bus with lift, 12 ambulatory seats, and 2 wheelchair positions. Do not show the Make. **Any bus options that are part of purchasing the bus itself should be part of the vehicle request and NOT separated out under equipment.**

EQUIPMENT REQUEST (c)

If item requested is after-market, it is recommended to gather and retain at least two estimates for the equipment requested. Purchases must be approved at the local level and follow Procurement Guidelines.

	Number requested	Description	Estimated Cost
Sub-total			$

(c) Show mobile radios and identify the type of radio (i.e. two way radio or stereo radio), computer hardware/software, etc. under "Equipment Request."

VEHICLE SUBTOTAL $_____+ EQUIPMENT SUBTOTALS _____ = $ _____ (x).

(x) X 80% = $ _____ [This equals the Federal request. Show this amount on Form 424 in block 18(a)]

10.7. FORM C-6: CAPITAL REQUEST METHODOLOGY FORM

Complete one request form if all vehicles being requested are the same type and configuration. Complete another form to request a vehicle of a different type and configuration. Limit of up to **FIVE (5)** vehicle requests per applicant.

Information to fill this form out may be found at on the TRIPS website http://tripsflorida.org/ and or at the DMS website http://dms.myflorida.com/business_operations/state_purchasing for small vehicles; cars or station wagons.

Applicant Agency Name:

_____

Contact Person:

_____

(Name, Title, Telephone Number, and Email)

Vendor Name and Contact info:

_____

(Vendor, Dealer's Name, Telephone Number)

Contract #:

_____

Brief Vehicle Description:

_____

(Example: 3 – 22' gas cutaways with lift, 12 ambulatory seats and 2 wheelchair positions)

Price Estimation Table: Select only options available in the contract you are interested in. If there are no choices selected on any given row, we understand that you do not need that option.

Computer users – the rows in yellow have formulas to calculate totals. To make the formulas work, first fill out the columns of unit cost $ and quantity # and then **right click in the yellow cell and click Update Field.**

Item*	Unit Cost	Quantity	Unit Cost x Quantity (Total Cost)
Base Vehicle Type (Make, Model, Size/Length)			
Vehicle Description:			
Floor Plan: Seat Manufacturer Name:			
Floor Plan/Ambulatory Seats: May choose more than one type of seat if needed.			
Standard Seat:			
Foldaway Seat:			
Child Seat:			
Other:			
Securement Systems: Wheelchair Securement:			
Seat Belt Extensions: ☐ No ☐ Yes, if yes quantify			
Stretcher Securement: ☐ No ☐ Yes, if yes quantify			
Wheelchair Lift (Include Vendor Name and Cost):			
Engine Type:			
Paint Scheme: ☐ No ☐ Yes, if yes quantify			
Vehicle Subtotal:			
Title VI Notice Signs/Plaques:			
Equipment: **Other:**			
Equipment: **Other:**			
Equipment Subtotal:			
Total:			

* *Additional items besides those listed on the form can be added by inserting another line or by submitting a sample copy of the order form for the vehicle filled out to your specifications.*

Add up the subtotals from all the Capital Request forms you filled out for this application to arrive at the total. The Total x 80% = Federal Portion (to be shown in block 18(a) of Form 424).

Total		Federal Percent	= Federal Portion
	X	.8 (80%)	

10.8. EXHIBIT C: PUBLIC HEARING

An opportunity for a public hearing is required ONLY for public agencies requesting capital grants under Section 5310. An application for Section 5310 submitted by a public agency should contain a copy of the notice of public hearing (identified as Exhibit C) and an affidavit of publication.

A sample public notice is located in the Appendix of this manual. A public notice should contain all pertinent information relating to the project (such as number and types of vehicles as well as the estimated cost of the vehicles) and should be published at least one time in a newspaper of general circulation in the applicant's service area, no less than 15 or more than 30 days prior to the submission of an application. The notice should state that persons requesting a hearing must notify the applicant of the request, in writing, and send a copy of the request for a hearing to the FDOT District Office.

The deadline for hearing requests **must** be prior to the date applications are due at the District Office. If a hearing is requested:

1. A hearing **must be** conducted;
2. The FDOT District Office must be notified of the date, time, and location of the hearing; and
3. A copy of the minutes of the hearing (to include a discussion of issues raised and resolution of issues) must be submitted to the FDOT District Office, before a Section 5310 award can be made.

10.9. EXHIBIT D: LEASING

MEMORANDUM for FTA 5310

Date: _____

From: _____

(Signature)

_____

(Typed name and title)

_____

(Typed or printed agency name)

To: FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT OFFICE MODAL DEVELOPMENT OFFICE / PUBLIC TRANSIT

Subject: YEAR 2016 GRANT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION, OPERATING OR CAPITAL ASSISTANCE FOR ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM, 49 UNITED STATES CODE SECTION 5310

Leasing:

Will the _____, as applicant to the Federal Transit

(Name of applicant agency)

Administration Section 5310 Program, lease the proposed vehicle(s) or equipment out to a third-party?

___ No

___ Yes

If yes, specify to whom:

_____

_____

NOTE: It is the responsibility of the applicant agency to ensure District approval of all lease agreements.

10.10. EXHIBIT F: CERTIFICATION FOR AGENCIES REQUESTING NON-ACCESSIBLE VEHICLES

If the applicant wants to purchase non-accessible vehicles (does not have wheel chair lifts or ramp) for demand responsive service, the following "Certification of Equivalent Service" must be completed and included in the application.

CERTIFICATION OF EQUIVALENT SERVICE

The _____ certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

1. Response time;
2. Fares;
3. Geographic service area;
4. Hours and days of service;
5. Restrictions on trip purpose;
6. Availability of information and reservation capability; and
7. Constraints on capacity or service availability.

In accordance with 49 CFR Part 37, public entities operating demand responsive systems for the general public which receive financial assistance under 49 U.S.C. 5310 and 5311 of the Federal Transit Administration (FTA) funds must file this certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving FTA funds shall also file the certification with the appropriate state office program. Such public entities receiving FTA funds under any other section of the FTA Programs must file the certification with the appropriate FTA regional office. This certification is valid for no longer than one year from its date of filing. Non-public transportation systems that serve their own clients, such as social service agencies, are required to complete this form.

Executed this_____day of_____, 20____.

_____

(Name and title of authorized representative)

_____

(Signature of authorized representative)

10.11. EXHIBIT G: APPLICANT CERTIFICATION AND ASSURANCE TO FDOT

To be completed and signed by an individual authorized by the governing board of the applicant agency and submitted with the grant application.

The _____ (undersigned) _____certifies and assures to the Florida Department of Transportation in regard to its Application under U.S.C. Section 5310 dated _____:

1) It shall adhere to all Certifications and Assurances made to the federal government in its Application.
2) It shall comply with Florida Statues:
    a. Section 341.051- Administration and financing of public transit and intercity bus service programs and projects
    b. Section 341.061 (2) - Transit Safety Standards; Inspections and System Safety Reviews
3) It shall comply with Florida Administrative Code (Does not apply to Section 5310 only recipients):
    a. Rule Chapter 14-73 - Public Transportation
    b. Rule Chapter 14-90 - Equipment and Operational Safety Standards for Bus Transit Systems
    c. Rule Chapter 14-90.0041 - Medical Examination for Bus System Driver
    d. Rule Chapter 41-2 - Definitions
4) It shall comply with FDOT's:
    a. Bus Transit System Safety Program Procedure No. 725-030-009 (Does not apply to Section 5310 only recipients)
    b. Public Transit Substance Abuse Management Program Procedure No. 725-030-035 (Does not apply to Section 5310 only recipients)
    c. Transit Vehicle Inventory Management Procedure No. 725-030-025
    d. Public Transportation Vehicle Leasing Procedure No. 725-030-001
    e. Guidelines for Acquiring Vehicles
    f. Procurement Guidance for Transit Agencies Manual (Does not apply to Section 5310 only recipients)
5) It has the fiscal and managerial capability and legal authority to file the application.
6) Local matching funds will be available to purchase vehicles/equipment at the time an order is placed.
7) It will carry adequate insurance to maintain, repair, or replace project vehicles/equipment in the event of loss or damage due to an accident or casualty.
8) It will maintain project vehicles/equipment in good working order for the useful life of the vehicles/equipment.
9) It will return project vehicles/equipment to FDOT if, for any reason, they are no longer needed or used for the purpose intended.

10) It recognizes FDOT's authority to remove vehicles/equipment from its premises, at no cost to FDOT, if FDOT determines the vehicles/equipment are not used for the purpose intended, improperly maintained, uninsured, or operated unsafely.

11) It will not enter into any lease of project vehicles/equipment or contract for transportation services with any third party without prior approval of FDOT.

12) It will notify FDOT **within 24 hours** of any accident or casualty involving project vehicles/equipment, and submit related reports as required by FDOT.

13) It will notify FDOT and request assistance if a vehicle would become unserviceable.

14) It will submit an annual financial audit report to FDOT (FDOTSingleAudit@dot.state.fl.us), if required.

Date:_____ _____

(Typed name and title of authorized representative)

_____

(Signature of authorized representative)

10.12. EXHIBIT H: PROTECTION OF THE ENVIRONMENT: IF THE PROPOSED PROJECT IS FOR CONSTRUCTION OF FACILITIES

Most transit projects funded under Section 5339 will be classified by FTA as categorical exclusions. Examples of categorical exclusions include purchase of transit vehicles, and purchase of office equipment. If the proposed project is for construction or acquisition of facilities or other buildings, further evaluation may be required before a determination can be made that the project is a categorical exclusion. A Categorical Exclusion (CE) is described in 40 Code of Federal Regulations (CFR) 1508.4 and 23 CFR 771, as a project which, based upon past experience with similar actions, does not individually or cumulatively have a significant environmental effect, and is excluded from the requirement to prepare an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). Therefore, a project that qualifies as a CE generally requires a lower level of documentation. These projects do not bring significant impacts to planned growth or land use for the area; do not require the relocation of significant numbers of people; do not have a significant impact on any natural, cultural, recreational, historic, or other resources; do not involve significant air, noise, or water quality impacts; do not have significant impacts on travel patterns; and do not otherwise individually or cumulatively have any significant environmental impacts.

Types of projects that have been determined by FTA to qualify as CEs, and normally do not require any further National Environmental Policy Act (NEPA) approvals by FTA, are listed in 23 CFR 771.118(c). Additional actions which meet the criteria for a CE but may be designated as CEs only after FTA approval are listed in 23 CFR 771.118 (d). In these cases, the applicant must submit documentation which demonstrates that the specific conditions or criteria for these CEs are satisfied and that significant environmental effects will not result.

To meet the requirements of a CE determination, a proposed project may not be impermissibly segmented from a larger project. This means that a project may be proposed to be implemented in phases or as part of a larger undertaking, but must still demonstrate independent utility, connect logical termini, and should not restrict consideration of alternatives. In order to meet a CE designation, a proposed project cannot have substantial controversy on environmental grounds, or significant impact to properties protected by Section 4(f) of the US DOT Act (public park and recreation lands, wildlife and waterfowl refuges, and historic sites) or Section 106 of the National Historic Preservation Act (cultural resources including historic and archaeological sites). The presence of features such as wetlands and floodplains within the project area would likely also require additional documentation.

- **The applicant should contact the Florida Department of Transportation (FDOT) District Office for assistance with determining the level of documentation required.** The FDOT will use a description of the proposed project, along with any maps or figures to assist with determining if a proposed project is likely to meet FTA criteria for a CE.

11. APPENDIX

11.1. WHAT'S ON THE MARKET

Below is a listing of all active contracts available through the FDOT TRIPS program for the purchase of new transit vehicles. **The Auto and Light Truck contract can be found at** The Florida Department of Management Services (DMS) website. Some new types of vehicles have entered the community transportation market in the last few years. They generally fall into the following categories of expected minimum life of service years and mileage:

FDOT Minimum Service Life – 5 years and/or 200,000 miles:

MINI BUS (Formally: Commuter Van 9-Passenger Center Aisle Vehicles)

Anticipated award date: Fall, 2015

MV-1 PURPOSE BUILT SPECIAL NEEDS VEHICLE

Creative Bus Sales, LLC					
GVWR/Length	Ambulatory Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
6,600#/205"	0 - 6	$46,598	0 - 2	TRIPS-12-SNV-CBS	Order Packet

MINIVANS

The extended low floor minivan with mobility ramp is intended to be used as a Paratransit or Supervisor vehicle. The vehicle provides public transportation for a maximum of six (6) ambulatory passengers or a maximum of two (2) wheelchair passengers and three (3) ambulatory passengers. These configurations exclude the driver.

Florida Transportation Systems, Inc.					
GVWR/Length	Ambulatory Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
6,050#	3-6	$42,130-$44,702	2	TRIPS-13-MV-FTS	Order Packet

STANDARD CUTAWAY

Each dealer offers a variety of models built on a variety of chassis' and chassis weights. Please contact the dealer directly for questions on capacity, floor plans, and pricing. These contracts will be replaced when new contracts are awarded from the RFP recently issued.

Anticipated new award date: January 31, 2016

	Contract #	Order Packet & Pricing
Alliance Bus Group	TRIPS-11-CA-FCCSC	Order Packet
Getaway Bus, LLC	TRIPS-11-CA-GB	Order Packet

SMALL CUTAWAY LOW FLOOR

This contract expires July 31, 2015

Chevrolet 3500 Chassis 12,300# GVWR
Chevrolet 4500 14,200# GVWR
International 25,500# GVWR

Small low floor chassis transit vehicle with wheel chair ramp, produced by Arboc Mobility

( ) - Indicates number of seats without wheel chairs.

Alliance Bus Group					
GVWR/Length	Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
12,300#/21'	6 – 12 (15)	$109,100 - $131,800	1	TRIPS-10-SCLF-FCCS Optional Hybrid Drive	Order Packet
14,200#/23'	6 – 12 (23)	$117,000 - $150,000	1 - 3		

FDOT Minimum Service Life – 10 years and/or 350,000 miles:

MEDIUM DUTY

Expired – RFP will be issued in the Fall, 2015

11.2. SAMPLE - RESOLUTION FORM

(On Agency Letterhead)

A **RESOLUTION** of the _____(Governing Board)_____ authorizing the signing and submission of a grant application and supporting documents and assurances to the Florida Department of Transportation, the acceptance of a grant award from the Florida Department of Transportation, and the purchase of vehicles and/or equipment and/or expenditure of grant funds pursuant to a grant award.

WHEREAS, _____ (Applicant) _____

has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE _____ (Governing Board) _____

_____, FLORIDA:

1. This resolution applies to Federal Program(s) under U.S.C. Section(s) _____.

2. The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.

3. _____ (Authorized Individual by Name and Title) _____is authorized to sign the application, accept a grant award, purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS _____, 201_

By: _____

(Signature, Chairman of the Board

_____

(Typed Name and Title)

ATTEST:

_____ (seal)

11.3. SAMPLE - REQUIRED COVER LETTER

(On Agency Letterhead)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

GRANT APPLICATION

_____ **(agency name)** submits this Application for the Section 5310 Program Grant and agrees to comply with all assurances and exhibits attached hereto and by this reference made a part thereof, as itemized in the Checklist for Application Completeness.

_____ **(agency name)** further agrees, to the extent provided by law (in case of a government agency in accordance with Sections 129.07 and 768.28, Florida Statutes) to indemnify, defend and hold harmless FDOT and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of the non-compliance by the Agency, its officers, agents or employees, with any of the assurances stated in this Application.

This Application is submitted on this _____ day of _____, 20 ___ with two (2) original resolutions or certified copies of the original resolution authorizing _____ (Name & Title) to sign this Application.

Agency Name

By _____ Date_____

Title _____

11.4. SAMPLE - PUBLIC NOTICE

(Pertains to Exhibit C)

All interested parties within (counties affected) are hereby advised that (public agency) is applying to the Florida Department of Transportation for a capital grant under Section 5310 of the Federal Transit Act of 1991, as amended, for the purchase of (description of equipment) to be used for the provision of public transit services within (defined area of operation).

This notice is to provide an opportunity for a Public Hearing for this project. This public notice is to ensure that this project and the contemplated services will not duplicate current or proposed services provided by existing transit or paratransit operators in the area.

This hearing will be conducted if and only if a written request for the hearing is received by (Specify due date).

Requests for a hearing must be addressed to (Public Agency name and address) and a copy sent to (name and address of appropriate FDOT District Office.)

All public notices must include the following language:

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in Public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status.

Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging)

11.5. SAMPLE - NOTICE OF GRANT AWARD FFY2016/YR41

Date, Year
NOTICE OF GRANT AWARD FFY2016/YR41
SECTION 5310 SENIORS AND INDIVIDUALS WITH DISABILITIES CAPTIAL ASSISTANCE PROGRAM

Congratulations, based on your application for Federal Assistance under the Federal Transit Administration's Section 5310 Program, the Florida Department of Transportation (Department) hereby makes the following Federal grant award to:

Name of Entity:	
Address:	
FEIN:	
DUNS:	
Entity's Fiscal Period (Start/End Date):	
FM#:	
Federal Award Identification Number (FAIN):	

Below are the *estimated*, not actual, project costs of your Federal award:

Capital Item Description	**Estimated Total Cost**	**Estimated Federal Share 80%**	**Estimated State Share 10%**	**Estimated Local Share 10%**
_____	$_____	$_____	$_____	$_____

Florida Department of Transportation

Award Approved by: _____ Date: _____

Name and Title: _____

FDOT will purchase all vehicles and equipment awarded to successful applicants according to FDOT's ***Guidelines for Acquiring Vehicles***. Your agency will be responsible to provide a 10% local match towards the total project cost. If actual costs are greater than the estimated total cost, it will be the responsibility of your agency to provide the difference. If actual costs are less than the estimated total cost, the difference will remain in the Department's general program fund and will be used to advance any remaining grant requests.

Please contact the FDOT Contractor, Lazara Stinnette, at 813-974-0695 or lstinnette@cutr.usf.edu to arrange purchase of the above items.

The value of this Federal award for a passenger vehicle(s) and/or equipment should be considered noncash assistance. As a subrecipient of this Federal award your Agency may be subject to the single audit requirements established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

Exhibit 1 and **Exhibit 2** to this Notice Of Grant Award provide the required Federal award identification and information needed to comply with the single audit requirements. When determining amounts of Federal awards expended in a fiscal year your Agency must consider all sources of Federal awards, including noncash contributions.

ACCEPTANCE OF GRANT AWARD

(To be completed and signed by the person authorized to accept Grant Awards. Please return to FDOT District Office Project Manager).

The undersigned accepts the above described award and:

_____ a. Reaffirms its assurances to FTA and FDOT as stated in Exhibits E, G, H and I of its application.

_____ b. Requests purchase of the vehicles/equipment in _____ month / _____ year.

Agency: _____

Accepted by: _____ Date: _____

Printed Name and Title: _____

Agency vendor number as registered in My Florida Marketplace: _____

EXHIBIT 1

Federal Financial Assistance

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.513
CFDA Title:	Enhanced Mobility of Seniors and Individuals with Disabilities
CFDA Program Site:	www.cfda.gov
Awarding Agency:	Florida Department of Transportation
Award Amount:	**refer to the Vehicle/Equipment delivery notice package for actual purchase price**
Research & Development:	Not Applicable
Indirect Cost Rate:	Not Applicable

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

www.ecfr.gov

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*

www.whitehouse.gov/omb/circulars

OMB Circular A-133 Compliance Supplement

www.whitehouse.gov/omb/circulars

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*
www.whitehouse.gov/omb/circulars
OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations*
www.whitehouse.gov/omb/circulars
49 USC 5310: Formula Grants for the Enhanced Mobility of Seniors and Individuals With Disabilities
http://uscode.house.gov/browse.xhtml
FTA Circular 9070.1G: Enhanced Mobility of Seniors and Individuals With Disabilities Program Guidance and Application Instructions
www.fta.dot.gov/legislation_law/12349.html
Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

EXHIBIT 2

Single Audit Requirements

The administration of resources awarded through the Florida Department of Transportation (Department) to the Subrecipient may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Subrecipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Award. By accepting this Award, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

b. The Subrecipient, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded through the Department, is subject to the following requirements:

    i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit 1** to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided as noncash assistance through the Department by this Award. The determination of amounts of

Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

iii. In the event the Subrecipient expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year.

iv. The Subrecipient must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Award. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Upon receipt, and within six months, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Award. If the Subrecipient fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or

after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

11.6. LOCAL CLEARINGHOUSES / REGIONAL PLANNING COUNCILS (RPC)

CLEARINGHOUSE/RPC	COUNTIES COVERED
West Florida RPC 4081-A East Olive Road Pensacola, FL 32514 850-332-7976 800-226-8914	Bay, Escambia, Holmes, Okaloosa, Santa Rosa, Walton Washington Contact: Ms. Terry Joseph Email: terry.joseph@wfrpc.org
Apalachee RPC 2507 Callaway Road, Suite 200 Tallahassee, FL 32303 850-488-6211	Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, Wakulla Contact: Mr. Keith McCarron Email: keith.mccarron@thearpc.com
North Central Florida RPC 2009 N.W. 67 Place Gainesville, FL 32653-1603 352-955-2200 ext 103	Alachua, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Madison, Suwannee, Taylor, Union Contact: Mr. Marlie Sanderson Email: msanderson@ncfrpc.org
Northeast Florida RPC 6850 Belfort Oaks Place Jacksonville, FL 32216 904-279-0880 ext 178	Baker, Clay, Duval, Flagler, Nassau, Putnam, Saint Johns Contact: Mr. Eric Anderson Email: eamderspm@nefrpc.org
Withlacoochee RPC 1241 S.W. 10th St Ocala, Fl 32674-2788 352-732-1315 ext 228	Citrus, Hernando, Levy, Marion, Sumter Contact: Mr. Michael Arnold Email: marnold@wrpc.cc

East Central Florida RPC — Brevard, Lake, Orange, Osceola, Seminole, Volusia

309 Cranes Roost Boulevard
Suite 2000
Altamonte Springs, FL 32701
407-262-7772

Contact: Mr. Hugh W. Harling, Jr.
Email: hharling@ecfrpc.org

Central Florida RPC — DeSoto, Hardee, Highlands, Okeechobee, Polk

Post Office Drawer 2089
Bartow, FL 33830
863-534-7130 ext 103

Contact: Ms. Marcia Staszko
Email: mstaszko@cfrpc.org

Tampa Bay RPC — Hillsborough, Manatee, Pasco, Pinellas

4000 Gateway Center Boulevard
Suite 100
Pinellas Park, FL 33782-6141
727-570-5151 ext 10
727-550-5118 fax

Contact: John Meyer
Email: johnm@tbrpc.org

Southwest Florida RPC — Charlotte, Collier, Glades, Hendry, Lee, Sarasota

1926 Victoria Avenue
Fort Myers, FL 33901
239-338-2550 ext 232

Contact: Ms. Nicole Gwinnett
Email: ngwinnett@swfrpc.org

Treasure Coast RPC — Indian River, Martin, Palm Beach, Saint Lucie

421 Southwest Camden Avenue
Stuart, Florida 34994
772-221-4060

Contact: Ms. Stephanie Heidt
Email: sheidt@tcrpc.org

South Florida RPC — Broward, Miami-Dade, Monroe

3440 Hollywood Blvd. Ste 140
Hollywood, FL 33021
954-985-4416

Contact: Ms. Kathe Lerch
Email: klerch@sfrpc.com

11.7. FDOT DISTRICT OFFICE CONTACTS

District	Contacts	Address
1	*Manager:* Paul A. Simmons	P.O. Box 1249
	(863) 519-2388	801 North Broadway
		Bartow, FL 33830-1249
	Transit Unit	
	Contact: Debi Stephens	(239) 225-1982
	Collier, Lee, Hendry, Glades	
	Contact: Michelle S. Peronto	863-519-2551
	DeSoto, Hardee, Highlands, Okeechobee, Polk	
	Contact: Tracy Tronco	863-519-2390
	Charlotte, Manatee, Sarasota	
2	Manager: Doreen Joyner-Howard	
	(904) 360-5650	2198 Edison Avenue, MS 2806
		Jacksonville, FL 32204
	Transit Unit	
	Contact: Janell Damato	(904) 360-5687
	Alachua, Baker, Clay, Nassau, Putnam, St. Johns	
	Sandra Collins	(386) 961 7870
	Bradford, Columbia, Dixie, Gilchrest, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, Union Counties	
	Theodis Perry	(904) 360 5414
	Duval	
3	*Manager:* TBD	P. O. Box 607
	(850) 330-1545	Chipley, FL 32428-9990
	Transit Unit	
	Contact: Kathy Rudd	(850) 330-1549
	Bay, Escambia, Gulf, Holmes, Jackson, Santa Rosa, Walton, Washington	
	Vanessa Strickland	(850) 330-1534
	Calhoun, Franklin, Gadsden, Jefferson, Leon, Liberty, Okaloosa, Wakulla	

FDOT District Office Contacts (continued)

4	Manager: Larry Merritt (954) 777-4683	3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309
	Transit Unit *Contact:* Nancy Weizman	(954) 777-4605
Counties Covered:	Broward, Palm Beach, Martin, St Lucie, Indian River	
5	Manager: Brenda Young (407) 482-7852	133 South Semoran Blvd. Orlando, FL 32807
	Transit Unit *Contact:* Diane Poitras	(407) 482-7860
Counties Covered:	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, Volusia	
6	*Manager:* Dionne Richardson (305) 470-5292	1000 NW 111th Ave., Room 6111 Miami, FL 33172
	Transit Unit *Contact:* Raymond Freeman	(305) 470-5255
Counties Covered:	Miami-Dade, Monroe	
7	*Manager:* George Boyle (813) 975-6409	11201 N. McKinley Dr. (MS-7500) Tampa, FL 33612
	Transit Unit *Contact:* Elba Lopez	(813) 975 - 6403
Counties Covered:	Citrus, Hernando, Hillsborough, Pasco, Pinellas	

To send e-mail to any of the above: **firstname.lastname@dot.state.fl.us**

11.8. GLOSSARY

ambulatory - A person who is able to walk and move about freely without being confined to a bed or wheelchair.

applicant – An agency applying for Section 5310 Federal Assistance. See also "new applicant" and "recurring applicant."

authorizing Federal and State Legislation: Legislation authorizing the Section 5310program are: Moving Ahead for Progress in the 21st Century (MAP-21) Section 20009 49 U.S.C. Sections 5310; FTA Circular 9070.1G (for Section 5310); Section 341.051, Florida Statutes; and Chapter 14-73, Florida Administrative Code. Section 5310 FTA Circular.

community transportation coordinator (CTC) - A transportation entity recommended by an MPO, or by the appropriate designated official planning agency, as provided for in Sections 427.015(1), Florida Statutes, in an area outside the purview of an MPO, to ensure that coordinated transportation services are provided to the transportation disadvantaged population in a designated service area.

contractor – means the administering entity of the Florida Vehicle Procurement Program (FVPP) who is under contract to the Florida Department of Transportation to establish statewide vehicle contracts for the purpose of procuring vehicles at the lowest cost possible while ensuring that the best product is available for the program. The Contractor is also responsible to coordinate, assist as needed, and report in all procurement activities under the Section 5310 Program.

designated official planning agency – means a planning entity so designated by the Florida Commission for the Transportation Disadvantages to conduct planning and support functions for the transportation disadvantaged services.

disabled person – See elderly individual and persons with disabilities.

Disadvantaged Business Enterprise (DBE) - DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations.

district office – means FDOT of Transportation District Public Transportation Office or District Office of Modal Development and/or staff.

district program of projects – means a district listing of each applicant agency for which a grant award is proposed, a description of the equipment to be awarded, and the proposed Federal, state and local share of the project cost. The district program of project includes certification by the District Office that all applicants and projects so proposed either meet all program requirements or will meet all program requirements before a Notice of Grant Award is executed.

eligible expenses – Section 5310 funds may be used for the capital and/or operating expense of transportation services to seniors and/or individuals with disabilities. Eligible expenses are limited to buses, vans or other paratransit vehicles (including sedans and station wagons), radios and communications equipment, wheelchair lifts and restraints, vehicle rehabilitation, vehicle overhaul, data processing hardware/software, other durable goods such as spare components with a useful life of more than one (1) year and a per unit cost over $300, initial installation costs, vehicle procurement/testing, vehicle inspection and vehicle preventative maintenance, passenger facilities related to Section 5310-funded vehicles, support facilities and equipment for Section 5310-funded vehicles, operating costs associated with providing transit service, costs associated with transit service that exceeds the

requirements of the Americans with Disabilities Act of 1990, projects that improve access to fixed route service and decrease reliance by individuals with disabilities on complementary paratransit, and alternative to public transportation that assist seniors and individuals with disabilities with transportation. An applicant applying for preventative maintenance costs must have a District approved maintenance plan and a cost allocation if activities are performed in house. The Federal share for eligible capital expenses may not exceed eighty percent (80%).

eligible expenses, operating - For the Section 5310 program eligible operating expenses include the total administrative, management, and operation costs directly incident to the provision of public transportation services less operating revenues. The federal share for net eligible operating costs may not exceed 50%.

eligible recipient, 5310 – For the Section 5310 Program, funds may be awarded to public agency Community Transportation Coordinators (CTC's), private-non-profit CTC's, and to private non-profit organizations providing transportation to seniors and/or persons with disabilities under a coordination agreement with a CTC. When the CTC is a private for-profit agency, the designated official planning agency responsible for designating the CTC may apply for Section 5310 funds, then sub-contract with the CTC for provision of service. Recipients must be either a CTC or providing service under the terms of a written agreement with a CTC. Agencies must keep their CTC Agreements current and in force at all times when receiving an award under the Section 5310 Program. Private taxi companies that provide shared-ride taxi service to the general public on a regular basis are eligible subrecipients. "Shared-ride" means two or more passengers in the same vehicle who are otherwise not traveling together.

expanded service - Adding a new service to an already existing system.

FDOT control number - Is assigned by the District once the vehicle has been purchased, received and titled to the recipient with the Department of Transportation as the first lienholder.

human service transportation - means transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic, day-to-day mobility needs of transportation-disadvantaged populations, especially individuals with disabilities, older adults, and people with low incomes.

incurred - Commitment or obligation to spend funds for goods to be received or services to be rendered.

individual with a disability – means an individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use effectively, without special facilities, planning or design, public transportation service or a public transportation facility.

Job Access and Reverse Commute Program (JARC) – means the Federal Transit Administration formula grant program for projects relating to the development and maintenance of transportation services designed to transport welfare recipients and eligible low-income individuals to and from jobs and activities related to their employment, and for public transportation projects designed to transport residents of urbanized areas and rural areas to suburban employment opportunities.

joint participation agreement (JPA) - A contract between FDOT and a local sponsor of a transportation project, defining a project and FDOT's participation. JPAs may be for one year or multiple years (up to five years), at the discretion of FDOT.

large urbanized area – an urbanized are (UZA) with a population of 200,000 or more individuals, as determined by the Bureau of Census.

Limited English proficient (LEP) - Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or "LEP." These individuals may be entitled to language assistance with respect to a particular type of service, benefit, or encounter. DOT recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons.

locally developed, coordinated public transit-human services transportation plan – means a plan that identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes, provide strategies for meeting those local needs, and prioritizes transportation services for funding and implementation. Projects considered for Section 5310 funding must serve identified needs of the disabled population. A locally developed Transportation Disadvantages Services Plan (TDSP) will qualify in most instances. All stakeholders identified in the circular must be included in the development of the TDSP.

metropolitan planning organization (MPO) – MPOs are the policy and planning bodies, designated by the Governor, responsible for transportation planning in urbanized areas.

new applicant – An applicant for Section 5310 assistance that has not received an award in the last two fiscal years.

new service - A first time applicant starting a new service.

non-ambulatory - A person who has a mobility impairment that prevents them from being able to walk or move about freely.

nonprofit organization – A corporation or association determined by the U. S. Secretary of the Treasury to be an organization described by 26 U.S.C. Section 501(c) which is exempt from taxation under 26 U.S.C. Section 501(a) or one incorporated within Florida which is certified as not for profit by the Secretary of State.

notice of grant award – mean a form used to notify a successful Section 5310 applicant that they have been selected to receive a grant award and for the applicant to accept the grant being offered as a Section 5310 grant recipient.

one-way passenger trips - A person who rides a transportation vehicle in one direction between two points for a specific purpose.

operating revenue - For Section 5310, operating revenue includes the sum of all fares paid by passengers, whether such fares are paid at the time service is provided or via a prepaid arrangement such as passes or tokens. Operating revenue excludes revenues from contracts with social service agencies that pay for transportation of social service clients.

private organization – means a non-public organizations, bodies which are not municipalities or other political subdivisions of the State of Florida; are not public agencies or instrumentalities of one or more states; are not Indian Tribes (except private nonprofit corporations formed by Indian Tribes); are not public corporations, boards or commissions established under the law of any state; or are not subject to direct control by public authority, Federal, State, county, or municipal.

program of projects – means a list of projects to be funded in a grant application submitted to the Federal Transportation by the Florida Department of Transportation. The program of projects (POP) lists the subrecipients and indicates whether they are private non-profit agencies or local governmental authorities, designates the areas served (including rural areas), and identifies any tribal entities. In addition, the POP

includes a brief description of the projects, total project cost and Federal share for each project, and the amount of funds used for program administration from the ten percent (10%) allowed.

public agency - An authority, commission, committee, council, department, division, bureau, board, section or any other unit or entity of the state or of a town, city, municipality, county or other local governing body.

public transit - The transporting of people by conveyances or systems of conveyances, traveling on land or water, local or regional in nature, and available for use by the general public. Public transit specifically includes those forms of transportation commonly known as "paratransit" characterized by their non-scheduled, non-fixed route nature.

recipient – means the Florida Department of Transportation, a State Agency designed by the Governor to receive funds apportioned by formula to the States under Section 5310(b)(1), or a local government authority when Federal Highway Administration (FHWA) funds are flexed to Section 5310 to support services for individuals with disabilities.

recurring applicant – An applicant for Section 5310 Federal Assistance who applies every year.

rural areas- an area encompassing a population of fewer than 50,000 people that has not been designated in the most recent decennial census as an urbanized area by the Secretary of Commerce.

seniors –an individual who is 65 years of age or older.

small urbanized areas (UZA) - A UZA with a population of at least 50,000 but less than 200,000, as determined by the Bureau of the Census.

subrecipient – means a private non-profit organization, if the public transportation service provided is unavailable, insufficient, or inappropriate; or a governmental authority that is approved by the State to coordinate services for elderly individuals and individuals with disabilities or certifies that there are not any non-profit organizations readily available in the area to provide the services.

transit development plan (TDP) - A locally adopted document, addressing a minimum five-year time frame. It is prepared by the public transit provider, in cooperation with the appropriate Metropolitan Planning Organization. It is consistent with the applicable approved local government comprehensive plan. The TDP includes an assessment of the need for transit services in the local area, identifies the local transit policies, existing services and proposed service improvements, capital and operating costs of the proposed services, existing and proposed sources of funding and a staged implementation plan. A TDP is updated annually.

transportation disadvantaged - Those persons who because of physical or mental disability, income status, or age, or who for other reasons, are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high-risk as defined in Chapter 411.202 F.S.

transportation disadvantaged service plan (TDSP) – a plan developed by the CTC and approved by the Local Coordinating Board that identifies service gaps and provides recommended strategies to provide service in areas of need. The TDSP may serve as the Local Coordinated Human Services Transportation Plan. The TDSP is updated annually but includes a five year planning window.

transportation improvement program (TIP) – means a continuing, cooperative and comprehensive planning process that delineates transportation improvements recommended for Federal and state funding

during the program period. The MPO submits the TIP to the Florida Department of Transportation as required by Chapter 339, Florida Statutes.

transportation operator contract – a written contract between the CTC and the transportation operator prepared at the local level that outlines the terms and conditions for any services to be performed.

urbanized area – an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an urbanized area by the Secretary of Commerce.

END OF MANUAL

5310 Grant Application Manual Revised on 5 September 2015

Revised by: Kristin Gladwin, Section 5310

FDOT Public Transit Office

605 Suwannee Street (MS 26)

Tallahassee, Florida 32399-0450

Work Phone: 850-414-4239 Email: kristin.gladwin@dot.state.fl.us

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 2/18/15 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services/Transit

Staff Contact Person: Sheryl Graham 305-292-4511

S Graham 2/2/2015

AGENDA ITEM WORDING: A public hearing to satisfy public input grant application requirements and to consider approval of Grant Award FTA Section 5310 –YEAR 40 (FFY 2015-2016) Capital Assistance Grant for the purpose of purchasing two para-transit vehicles (buses) to serve the transportation needs of the elderly, persons with disabilities, and the transportation disadvantaged in Monroe County.

ITEM BACKGROUND: The Florida Department of Transportation Section 5310 Grant is generally applied for on an annual basis by the Monroe County Social Services Transit department. This grant is intended to enhance mobility and accessibility for seniors, persons with disabilities, and the transportation disadvantaged by providing funding for programs such as Monroe County Social Services Transportation (MCT) to purchase vehicles. These vehicles are equipped to serve the special needs of transit dependent populations beyond traditional public transportation and in accordance with the Americans with Disabilities Act (ADA).

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted by the BOCC on 1/21/15 to hold public input meeting to purchase two transportation buses and acceptance of any subsequent grant awards.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $500 max **BUDGETED:** Yes X N

BACK UP

COST TO COUNTY: $500 max **SOURCE OF FUNDS: 001-61525**

REVENUE PRODUCING: Yes __ No X **AMOUNT PER:** **MONTH:** **YEAR:**

APPROVED BY: County Atty CB OMB/Purchasing E Risk Management MS

DOCUMENTATION: Included X Not Required ___ To Follow ___

DISPOSITION: ___ **AGENDA ITEM #** ___

Revised 8/06

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/21/15 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services/Transit

Staff Contact Person: Sheryl Graham 305-292-4511
Graham 12/31/2014

AGENDA ITEM WORDING: Request approval to advertise a public hearing for the 2/18/15 BOCC meeting to be held in the Upper Keys. The public hearing is to satisfy public input grant application requirements and to consider approval of Grant Award FTA Section 5310 –YEAR 40 (FFY 2015-2016) Capital Assistance Grant for the purpose of purchasing two para-transit vehicles (bus) to serve the transportation needs of the elderly and persons with disabilities in Monroe County.

ITEM BACKGROUND: The Florida Department of Transportation Section 5310 Grant is generally applied for on an annual basis by the Monroe County Social Services Transit department. This grant is intended to enhance mobility and accessibility for seniors and persons with disabilities by providing funding for programs such as Monroe County Social Services Transportation (MCT) to purchase vehicles. These vehicles are equipped to serve the special needs of transit dependent populations beyond traditional public transportation and in accordance with the Americans with Disabilities Act (ADA).

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted by the BOCC on 1/16/14 to hold public input meeting to purchase one transportation bus and acceptance of any subsequent grant awards.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval

TOTAL COST: n/a **BUDGETED:** Yes X No ___

COST TO COUNTY: n/a **SOURCE OF FUNDS:** GRANT

REVENUE PRODUCING: Yes N/A No _ **AMOUNT PER:** **MONTH:** **YEAR:**

APPROVED BY: County Atty. OMB/Purchasing ✓ Risk Management

DOCUMENTATION: Included X Not Required ___ To Follow ___

AGENDA ITEM # ___

BACK UP

NOTICE OF PUBLIC HEARING

ALL INTERESTED PARTIES WITHIN MONROE COUNTY, FLORIDA are hereby advised that the Board of County Commissioners of Monroe County, Florida, is considering applying to the Florida Department of Transportation for a capital grant under Section 5310 of the Federal Transit Act of 1991, as amended, for the purchase of one (1) 21' Glaval para-transit bus, made by Getaway Bus, Inc., approximate cost $75,000.00, to be used for the provision of public transit services within Monroe County, Florida.

A public hearing has been scheduled for **January 16, 2014, at 3:00 P.M. at the Harvey Government Center, 1200 Truman Avenue, Key West, Monroe County, Florida,** to advise all interested parties of service being contemplated if a grant is awarded, and to ensure that contemplated services would not represent a duplication of current or proposed services provided by existing transit or para-transit operators in the area.

Any person requesting a hearing must notify the applicant, Sheryl Graham, Social Services Director, Monroe County Social Services, 1100 Simonton Street, 2-257, Key West, FL 33040 of the request, **in writing**, and send a copy of the request for a hearing to Dionne Richardson, Manager, FDOT District Office, 1000 N. W. 111th Avenue, Room 6111, Miami, FL 33172. The request for a hearing must be received no later than two (2) days prior to the scheduled public hearing.

Pursuant to Section 286.0105, Florida Statutes, notice is given that if a person decides to appeal any decision made by the Board with respect to any matter considered at such hearings or meetings, he will need a record of the proceedings, and that, for such purpose, he may 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.

Florida Law and Title VI of the Civil Rights Act of 1964 prohibits Discrimination in Public Accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status. Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging).

Dated at Key West, Florida, this 12th day of December, 2013.

AMY HEAVILIN, Clerk of the Circuit Court
and ex officio Clerk of the Board of County
Commissioners of Monroe County, Florida

Publication dates:

Key West Citizen	**(Fr) 12/20/13**
Keynoter	**(Sa) 12/21/13**
Reporter	**(Fr) 12/20/13**

2015

U.S.C. Section 5310

Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities

20.513

5 3 1 0

OPERATING AND CAPITAL ASSISTANCE

APPLICATION MANUAL

FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSIT OFFICE

EXHIBIT C

Public Hearing

An opportunity for a public hearing is required ONLY for Public Agencies requesting Capital grants under Section 5310. An application for Section 5310 submitted by a public agency should contain a copy of the notice of public hearing (identified as Exhibit C) and an affidavit of publication. If Exhibit C is not applicable, this should be stated in the application.

A sample public notice is located in the Appendix of this manual. A public notice should contain all pertinent information relating to the project (such as number and types of vehicles as well as the estimated cost of the vehicles) and should be published at least one time in a newspaper of general circulation in the applicant's service area, no less than 15 or more than 30 days prior to the submission of an application. The notice should state that persons requesting a hearing must notify the applicant of the request, in writing, and send a copy of the request for a hearing to the FDOT District Office.

The deadline for hearing requests **must** be prior to the date applications are due at the District Office. If a hearing is requested:

1. A hearing must be conducted;
2. The FDOT District Office must be notified of the date, time, and location of the hearing; and
3. A copy of the minutes of the hearing (to include a discussion of issues raised and resolution of issues) must be submitted to the FDOT District Office, before a Section 5310 award can be made.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1-21-15

Division: Social Services

Bulk Item: Yes X No ___

Department: Social Services

Staff Contact Person: Sheryl Graham
(305) 292-4511
12/31/2014

AGENDA ITEM WORDING: Request approval to apply for a Florida Department of Transportation (FDOT) FTA Section 5310 Program Federal Fiscal Year (40) 2015-2016 Capital Assistance Grant for the purposes of purchasing two (2) para transit vehicles (bus) to serve the transportation needs of the elderly and persons with disabilities in Monroe County.

ITEM BACKGROUND: The Florida Department of Transportation Section 5310 Grant is generally applied for on an annual basis by the Monroe County Social Services Transit Department. This grant is intended to enhance mobility for seniors and persons with disabilities by providing funding for programs to serve the special needs of transit dependent populations beyond traditional public transportation and in accordance with the Americans with Disabilities Act (ADA).

PREVIOUS RELEVANT BOCC ACTION: Approval granted by the BOCC on 1/16/14 to hold public input meeting to purchase one transportation bus and acceptance of any subsequent grant awards.

CONTRACT/AGREEMENT CHANGES: not applicable

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $130,000 (maximum) **BUDGETED:** Yes X No ___

COST TO COUNTY: $13,000 (cash match required-maximum) **SOURCE OF FUNDS: FDOT 5310 Grant Funds**

REVENUE PRODUCING: Yes N/A No _ **AMOUNT PER: MONTH:** **YEAR:**

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

DOCUMENTATION: Included X Not Required ___ To Follow ___

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 8/06

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: State of Florida, Department of Transportation (FDOT)

Contract:

Effective Date:

Expiration Date:

Contract Purpose/Description: Request approval to apply for a Florida Department of Transportation (FDOT) FTA Section 5310 Program Federal Fiscal Year (40) 2015-2016 Capital Assistance Grant for the purposes of purchasing two (2) para transit vehicles (bus) to serve the transportation needs of the elderly and persons with disabilities in Monroe County.

Contract Manager: Sheryl Graham (Name) 12/31/2014 | 292-4511 (Ext.) | Social Services/Stop 1 (Department/Stop #)

For BOCC meeting on 1/21/15 | Agenda Deadline: 1/6/15

CONTRACT COSTS

Total Dollar Value of Contract: approx. $130,000 (maximum)

Current Year Portion: $_____

Budgeted? Yes ☐ No ☐

Account Codes: 001-61525-_____-_____-_____-_____-_____-_____-_____-_____-_____-_____-_____-_____-_____

County Match: $13,000 (maximum)
Additional Match: -0-

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
Division Director	1/6/15	Yes ☐ No ☒		1/6/15
Risk Management		Yes ☐ No ☑		1.5.15
O.M.B./Purchasing	12/31/14	Yes ☐ No ☑	Christina Bartelle	1/6/15
County Attorney	12/31/14	Yes ☐ No ☒		1/5/15

Comments: _____

OMB Form Revised 2/27/01 MCP #2

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/2016 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services

Staff Contact Person: Sheryl Graham
(305) 292- 4510
Graham 12/30/2015

AGENDA ITEM WORDING: 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 1/1/15 to 12/31/15 to decrease funding from $462,507.23 to $433,888.25.

ITEM BACKGROUND: The purpose of Amendment #005 of OAA contract AA-1529 is to decrease allocation by $28,618.98 which changes the contract amount to $433,888.25.

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted by the BOCC for the Older Americans Act (OAA) Contract #AA-1529, Amendment #004 on 11/17/2015.

CONTRACT/AGREEMENT CHANGES: Decrease allocation by $28,618.98.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $433,888.25 **BUDGETED:** Yes ___ No ___

COST TO COUNTY: 10 % CASH MATCH **SOURCE OF FUNDS: Grant funds**

REVENUE PRODUCING: Yes _ No _ **AMOUNT PER:** **MONTH:** **YEAR:** Client Donations

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

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-1529
Effective Date: 01/01/15
Expiration Date: 12/31/15

Contract Purpose/Description: 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 1/1/15 to 12/31/15 to decrease funding from $462,507.23 to $433,888.25.

Contract Manager:	Sheryl Graham (Name) Graham 12/30/2015	305-292-4510 (Ext.)	Social Services/Stop 1 (Department/Stop #)

For BOCC meeting on 1/20/2016 Agenda Deadline: 1/5/2016

CONTRACT COSTS

Total Dollar Value of Contract: approx. $433,888.25.

Current Year Portion: $_____

Budgeted Yes ☐ No ☐

Account Codes: _125-6153015__-_____-_____-
_125-6153115__-_____-_____-

County Match: $ **10% CASH MATCH**
__125-6153215__-_____-_____-

Additional Match:
__125-6153415__-_____-_____-

Total Match $ **10% CASH 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	12/18/15	Yes ☐ No ☒	Graham	12/30/15
Risk Management	1.5.16	Yes ☐ No ☑		1.5.16
O.M.B./Purchasing	12/30/15	Yes ☐ No ☑	Gloria Buckell	12/30/15
County Attorney	1/4/16	Yes ☐ No ☒		1/4/16

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, C1, C2,IIIE, and IIIES funding of the OAA contract.

- → **To de-obligate $2,405 from IIIB Chore Services. This is a one-time de-obligation.**
- → **To de-obligate $2,213.98 from IIIES Chore Services. This is a one time de-obligation.**
- → **To de-obligate $24,000 in congregate C1 meals. This is a one time de-obligation.**
- → **To transfer $2,000 in C2 from Frozen Meals to Hot Meals. This is a one-time transfer.**
- → **To transfer $15,000 IIIE from In-Home Respite to Facility Based Respite. This is a on-time transfer.**

This amendment changes the total OAA contract funding from **$462,507.23** to **$433,888.25**

The Budget Summary by Title for the whole Fiscal Year (January 01 - December 31, 2015) 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	$14,591.01
Older American Act Administration Title IIIC1 - Congregate Meals	U.S. Health and Human Services	93.045	$133,568.46
Older American Act Administration Title IIIC2- Home Delivered Meals	U.S. Health and Human Services	93.045	$225,998.04
Older American Act Administration Title III E-Caregiver Support Services Title III ES-Caregiver Support Services	U.S. Health and Human Services	93.052	$59,730.74 $0.00
TOTAL FEDERAL AWARD			**$433,888.25**

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:

Service to be Provided	Service Unit Rate	Maximum Units of Service			Maximum Dollars
		Prior Units	Additional	Total	
CHORE IIIB	$22.00	292	-109	**183**	**$4,017.38**
Homemaker/Psnal Care IIB	$22.00	453	0	**453**	**$9,966.63**
Screening & Assessment IIIB	$25.00	24	0	**24**	**$607.00**
Congregate Meals C1	$9.25	16,657	-2,595	**14,063**	**$130,080.46**
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 Dlvd Meals Frozen C2	$6.00	34,870	-333	**34,537**	**$207,222.68**
Home Dlvd Meals Hot C2	$6.00	1,845	333	**2,179**	**$13,072.36**
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	-750	**249**	**$4,974.00**
Respite In-Facility IIIE	$10.50	3,687	1,429	**5,115**	**$53,712.74**
Screening & Assessment IIIE	$25.00	42	0	**42**	**1,044.00**
CHORE IIIES	$22.00	101	-101	**0**	**0.00**
CONTRACT TOTAL AS AMENDED					**$433,888.25**

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.

PROVIDER: **ALLIANCE FOR AGING, INC.**

Monroe County Board of County Commissioners, Social Services/In-Home Services

SIGNED BY: Graham

NAME: SHERYL GRAHAM

TITLE: ACTING COUNTY ADMINISTRATOR

DATE: 12/18/2015

SIGNED BY:

NAME: Max B. Rothman, JD, LL.M.

TITLE: President & CEO

DATE: 12/24/15

SIGNED BY: _____

NAME: MAYOR HEATHER CARRUTHERS

TITLE: MAYOR OF MONROE COUNTY

DATE: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/23/15

AMENDMENT 004 Fully Executed **CONTRACT AA - 1529** ORIGINAL

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."

BACKUP

Net Increases from 2015 Awards, Carry Forward, and Internal Funds:

The purpose of this amendment is to make the following changes to the existing contract for IIIB additional funding. These funds are a combination of Recurring and Non-Recurring:

	IIIB Dollars	IIIE Dollars
→ Increase for Homemaker by	$912.81	
→ Increase for Personal Care by	$912.82	
→ Increase for Respite In-Facility by		$4,123.60
TOTAL INCREASE:	$1,825.63	$4,123.60

This amendment changes the total OAA contract funding from $456,558.00 to $462,507.23

The Budget Summary by Title for the whole Fiscal Year (January 01 - December 31, 2015) 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	$16,996.01
Older American Act Administration Title IIIC1 - Congregate Meals	U.S. Health and Human Services	93.045	$157,568.46
Older American Act Administration Title IIIC2- Home Delivered Meals	U.S. Health and Human Services	93.045	$225,998.04
Older American Act Administration Title III E-Caregiver Support Services	U.S. Health and Human Services	93.052	$59,730.74
Title III ES-Caregiver Support Services			$2,213.98
TOTAL FEDERAL AWARD			**$462,507.23**

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:

Service to be Provided	Service Unit Rate	Maximum Units of Service			Maximum Dollars
		Prior Units	Additional	Total	
CHORE IIIB	$22.00	292		292	$6,422.38
Homemaker/Psnal Care IIB	$22.00	370	83	453	$9,966.63
Screening & Assessment IIIB	$25.00	24		24	$607.00
Congregate Meals C1	$9.25	16,657		16,657	$154,080.46
Congregate Meals Screen C1	$20.00	96		96	$1,925.00
Nutrition Counseling Ind C1	$47.50	19		19	$926.00
Nutrition Education C1	$0.20	3,185		3,185	$637.00
Home Dlvd Meals Frozen C2	$6.00	34,776		34,776	$209,222.68
Home Dlvd Meals Hot C2	$6.00	1,845		1,845	$11,072.36
Nutrition Counseling Ind C2	$47.50	4		4	$190.00
Nutrition Education C2	$0.20	1,810		1,810	$362.00
Screening & Assessment C2	$25.00	206		206	$5,151.00
Respite In-Home IIIE	$20.00	999		999	$19,974.00
Respite In-Facility IIIE	$10.50	3,294	393	3,687	$38,712.74
Screening & Assessment IIIE	$25.00	42		42	1,044.00
CHORE IIIES	$22.00	101		101	2,213.98
CONTRACT TOTAL AS AMENDED					**$462,507.23**

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.

PROVIDER: Monroe County Board of County Commissioners, Social Services/In-Home Services

SIGNED BY: Graham

NAME: Sheryl Graham

TITLE: Acting County Administrator

DATE: 10/28/2015

ALLIANCE FOR AGING, INC.

SIGNED BY: Karlene Peyton for

NAME: Max B. Rothman, JD, LL.M.

TITLE: President & CEO

DATE: 10/30/15

SIGNED BY:

NAME: Heather Carruthers

TITLE: MAYOR

DATE: November 17th, 2015

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
LISA GRANGER
ASSISTANT COUNTY ATTORNEY
Date 11/4/15

MONROE COUNTY (SEAL) ATTEST: AMY HEAVILIN, CLERK
DEPUTY CLERK Cheryl Robertson

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services

Staff Contact Person: Sheryl Graham
(305) 292- 4510

E Graham 1/4/2016

AGENDA ITEM WORDING: 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 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 Amendment #004 to the Older Americans Act (OAA) Contract #AA-1529 on 11/17/2015.

CONTRACT/AGREEMENT CHANGES: None

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. JP OMB/Purchasing CB Risk Management

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
Effective Date: 1/1/2016
Expiration Date: 12/31/2016

Contract Purpose/Description: 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 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 1/20/2016 Agenda Deadline: 1/5/2016

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	12/17/15	Yes ☐ No ☒	Graham	1/4/2016
Risk Management	1.4.16	Yes ☐ No ☑		1.4.16
O.M.B./Purchasing	1/5/16	Yes ☐ No ☑	Christina Bucknell	1/5/16
County Attorney	1/4/16	Yes ☐ No ☒	Derek J. Mercer	1/4/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

ORIGINAL

OAA Contract AA-1629

Alliance FOR AGING, INC.
STANDARD CONTRACT

DEC 30 2015

OLDER AMERICANS ACT PROGRAM TITLE III

THIS CONTRACT is entered into between the **Alliance for Aging, Inc.**, hereinafter referred to as the "Alliance," and **Monroe County Social Services** hereinafter referred to as the "Provider", and collectively referred to as the "Parties." The term contractor for this purpose may designate a vendor, sub-grantee or sub-recipient, the status to be further identified in **ATTACHMENT III, Exhibit-2** as necessary.

WITNESSETH THAT:
WHEREAS, the Alliance has established through the Area Plan on Aging that it is in need of certain services as described herein; and
WHEREAS, the Provider has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent contractor of the Alliance.
NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **Purpose of Contract**
The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

1.1 **Definitions**
ADL – Activities of Daily Living
APS – Adult Protective Services
ADA – Americans with Disabilities Act
Alliance – Area Agency on Aging
APCL – Assessed Priority Consumer List
CIRTS – Client Information and Registration Tracking System
DOEA – Department of Elder Affairs (The Department)
I&R – Information and Referral
IADL – Instrumental Activities of Daily Living
MOA – Memorandum of Agreement
MOU – Memorandum of Understanding
OAA – Older Americans Act
PSAs – Planning and Service Areas corresponding to Miami-Dade and Monroe Counties
SPA – Service Provider Application

2. **Incorporation of Documents within the Contract**
The contract incorporates by reference attachments, proposal(s), solicitation(s), Provider's Service Provider Application, and the current DOEA Programs and Services Handbook. Any and all contracts or agreements executed between the Provider and the Alliance during the effective period of this contract shall be governed in accordance with the applicable laws and statutes.

Incorporation of Reference Memoranda
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

3. **Term of Contract**
This contract shall begin on January 1, 2016 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Miami, Florida, on December 31, 2016, unless renewed or extended as provided herein.

4. **Contract Amount**
The Alliance agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **$ 445,101.65** subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. **Renewals**
By mutual agreement of the parties, the Alliance for Aging, Inc. may renew the contract for two additional one year renewal periods. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Alliance for Aging and the availability of funds. This contract may be extended upon mutual agreement for one extension period not to exceed six months. The contractor must submit a budget within the first 30 days of this executed contract detailing how funding will be spend, budget must be service specific and must include the projected number of units and the total number of unduplicated clients that will be served and monthly basis.

6. **Compliance with Federal Law**

6.1 This contract contains federal funds. The following shall apply:

6.1.1 The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over $100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The contractor shall report any violations of the above to the Alliance.

6.1.3 The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of $100,000.00, the contractor must, prior to contract execution, complete the Certification Regarding Lobbying form, **ATTACHMENT II**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this contract.

6.1.4 In accordance with Appendix A to 2 CFR 215, the contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

6.1.5 If this contract contains federal funds and provides services to children up to age 18, the contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

6.1.6 A contract award with an amount expected to equal or exceed $25,000.00 and certain other contract awards shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The

Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Provider shall complete and sign **ATTACHMENT V** prior to the execution of this contract.

6.2 The Provider shall not employ an unauthorized alien. The Alliance shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation of this contract by the Alliance.

6.3 If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify the Alliance in writing within thirty (30) days of receiving the IRS notice of revocation.

6.4 The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

6.5 Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.

6.6 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the contract term. Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

7. <u>Compliance with State Law</u>

7.1 This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.

7.2 The Provider shall comply with the requirements of s. 287.058, F.S. as amended.

7.2.1 The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s.215.971, F.S. (1) and (2).

7.2.2 The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

7.2.3 If itemized payment for travel expenses is permitted in this contract, the contractor will submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.

7.2.4 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision shall constitute an immediate breach of contract for which the Alliance for Aging, Inc. may unilaterally terminate the contract.

7.3 If clients are to be transported under this contract, the Provider shall comply with the provisions of Chapter 427,

F.S., and Rule 41-2, F. A. C.

7.4 Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.

7.5 The Provider will comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

7.6 In accordance with s. 287.135 F.S., any contractor on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473 F.S., is ineligible to enter into or renew a contract funded through a DOEA contract for goods or services of $1 million or more. The Alliance may terminate this contract if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Provider is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. If this contract contains $1 million or more, the Provider shall complete and sign **ATTACHMENT H**, Certification Regarding Scrutinized Companies Lists, prior to the execution of this contract.

8. Background Screening

8.1 The Provider shall ensure that the requirements of s. 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and Chapter 435, F.S.

8.2 Further information concerning the procedures for background screening is found at http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

8.3 Background Screening Affidavit of Compliance - To demonstrate compliance with this contract, the Provider shall submit **ATTACHMENT D**, Background Screening Affidavit of Compliance annually, by January 15th.

9. Grievance Procedures

The Provider shall comply with and ensure subcontractor compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

9.1. Complaint Procedures

The Provider shall develop and implement complaint procedures and ensure that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint.

10. Audits, Inspections, Investigations, Public Records and Retention

10.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Alliance under this contract. Provider shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be

related to performance and unit cost data.

10.2 The Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Alliance.

10.3 Upon demand, at no additional cost to the Alliance for Aging, Inc., the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 10.2.

10.4 The Provider shall assure that the records described in Paragraph 10.1 shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Alliance.

10.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Alliance, DOEA and Federal auditors, pursuant to 45 CFR 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

10.6 The Provider shall provide a financial and compliance audit to the Alliance as specified in this contract and in **ATTACHMENT III** and to ensure that all related party transactions are disclosed to the auditor.

10.7 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the DOEA's Inspector General pursuant to s. 20.055, F.S.

11. <u>Nondiscrimination-Civil Rights Compliance</u>

11.1 The Provider shall execute assurances in **ATTACHMENT VI** that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

11.2 During the term of this contract, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist (**ATTACHMENT B**).

11.3 The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

11.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Alliance may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

12. **Provision of Services**
The Provider shall provide the services referred to in **ATTACHMENT VII** in the manner described in the DOEA Programs & Services Handbook and the Provider's Service Provider Application (SPA). In the event of a conflict between the Service Provider Application and this contract, the contract language prevails.

13. **Monitoring by the Alliance**
The Provider shall permit persons duly authorized by the Alliance for Aging, Inc. to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Alliance of the satisfactory performance of the terms and conditions of this contract. Following such review, the Alliance will deliver to the Provider a written report of its findings and request for development, by the Provider, a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

14. **Coordinated Monitoring with Other Agencies**
If the Provider receives funding from one or more of the State of Florida human service agencies, in addition to Alliance funding, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to s. 287.0575, F.S. as amended, Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Provider shall comply and cooperate with all monitors, inspectors, and/or investigators.

15. **Indemnification**
The Provider shall indemnify, save, defend, and hold harmless the Alliance and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the Provider is not required to indemnify the Alliance for claims, demands, actions or causes of action arising solely out of the Alliance's negligence.

15.1 Except to the extent permitted by s. 768.28, F.S., or other Florida law, Paragraph 15 is not applicable to contracts executed between the Alliance and state agencies or subdivisions defined in s. 768.28(2), F.S.

16. **Insurance and Bonding**

16.1 The Provider shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The Alliance shall be included as an additional insured on the provider's liability insurance policy or policies and a copy of the Certificate of Insurance shall be provided annually or when any changes –occur. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. The Provider shall ensure that the Alliance has copy of the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Alliance reserves the right to require additional insurance as specified in this contract.

16.2 Throughout the term of this agreement, the Provider shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Provider authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

17. **Confidentiality of Information**
The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

18. **Health Insurance Portability and Accountability Act**
Where applicable, the Provider shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164).

19. **Incident Reporting**
The Provider shall notify the Alliance immediately but no later than forty-eight (48) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider or Subcontractor's ability to perform the services required to be performed under any contract. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.

The Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Provider, Subcontractors, and their employees.

20. **Bankruptcy Notification**
If, at any time during the term of this contract, the Provider, its assignees, subcontractors or affiliates files a claim for bankruptcy, the Provider must immediately notify the Alliance. Within ten (10) days after notification, the Provider must also provide the following information to the Alliance: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e. g., Northern District of Florida, Tallahassee Division); and, (4) the name, address, and telephone number of the bankruptcy attorney.

21. **Sponsorship and Publicity**

21.1 As required by s. 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider's name), the State of Florida Department of Elder Affairs and the Alliance for Aging, Inc." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs" and "Alliance for Aging, Inc." shall appear in at least the same size letters or type as the name of the organization.

21.2 The Provider shall not use the words "The State of Florida Department of Elder Affairs" or "Alliance for Aging, Inc." to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Alliance prior to use.

22. **Assignments**

22.1 The Provider shall not assign the rights and responsibilities under this Contract without the prior written approval of the Alliance, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Alliance will constitute a material breach of the contract.

22.2 The Alliance shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another agency upon giving prior written notice to the Provider. In the event the Alliance approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all

expenses incurred in connection with the contract.

22.3 This contract shall remain binding upon the successors in interest of either the Provider or the Alliance.

23. Subcontracts

23.1 The Provider is responsible for all work performed pursuant to this contract and the Service Provider Application in response to the 2012 OAA RFP. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Alliance for Aging deems necessary. The Provider further agrees that the Alliance shall not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, shall defend the Alliance against any such claims.

23.2 The Provider shall promptly pay any subcontractors upon receipt of payment from the Alliance. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor, will result in a penalty as provided by statute.

24. Funding Obligations

24.1 The Alliance acknowledges its obligation to pay the Provider for the performance of the Provider's duties and responsibilities set forth in any contract or agreement incorporating in this agreement.

24.2 The Alliance shall not be liable to the Provider for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the parties, which incorporates this Contract, including but not limited to terms, governing the Provider's promised performance and unit rates and/or reimbursement capitations specified.

24.3 The Alliance shall not be liable to the Provider for any expenditures which are not allowable costs as defined in the C.F.R., Title 45, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.

24.4 The Alliance shall not be liable to the Provider for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating in this Contract.

25. Independent Capacity of Provider

It is the intent and understanding of the Parties that the Provider, or any of its subcontractors, are independent contractors and are not employees of the Alliance and shall not hold themselves out as employees or agents of the Alliance without specific authorization from the Alliance. It is the further intent and understanding of the Parties that the Alliance does not control the employment practices of the Provider and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider shall be the sole responsibility of the Provider.

26. Payment

26.1 Payments will be made to the Provider pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Provider. The Alliance will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Alliance's fiscal section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in

accordance with the provisions of s. 215.422 F.S.

26.2 The Provider agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating in this Contract by reference: (a) paragraph (16) (b) of section 216.181, F.S., regarding advances; (b) Rule 691-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State Expenditures from the Department of Financial Services at:
http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf

The Provider will certify that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Contract by reference, including paid Subcontractor invoices, and will be produced upon request by the Alliance. The Provider will further certify that reimbursement requests are only for allowable expenses as defined in the laws and guiding circulars cited in Sections 4 and 5 of this Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Provider's approved area plan as developed in accordance with and pursuant to section 306(a) of the Older Americans Act of 1965, as amended.

26.3 The Provider and Subcontractors shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this Contract and the area plans developed by the Provider (pursuant to section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.

26.4 Payments will be made to the Provider **based on a complete and correct invoice, invoices that are incomplete or with incorrect total will not be processed and will be returned to the Provider for correction.** Fiscal staff will not be able to correct or make changes to the invoices. Returning invoices for corrections may result in failure to receive payment for that month. Invoices shall be submitted timely as per **ATTACHMENT VIII** in order to avoid any payment delays.

26.5 Each service performed shall be recorded as specified in the client information and registration tracking system (CIRTS) guidelines. Supporting documentation of services provided must be adequate to permit fiscal and programmatic evaluation, and ensure internal management.

27. Return of Funds

The Provider will return to the Alliance any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the Provider by the Alliance. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Alliance. In the event that the Alliance first discovers an overpayment has been made, the Contract Manager, on behalf of the Alliance, will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after Alliance notification or Provider discovery.

28. Data Integrity and Safeguarding Information

The Provider and its subcontractors shall insure an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the

protection required of the primary systems. The Provider shall ensure all Subcontractors maintain written procedures for computer system back-up and recovery. The Provider shall complete and sign **ATTACHMENT IV** prior to the execution of this contract.

29. Computer Use and Social Media Policy

The DOEA has implemented a new Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, OPS and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the DOEA's computer resource systems must comply with the DOEA's policy regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as Flickr and YouTube (**ATTACHMENT C**). This policy is available on the Department's website at:
http://elderaffairs.state.fl.us/doea/financial.php

30. Conflict of Interest

The Provider shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or subcontractor shall participate in selection, or in the award of an agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Provider or any subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Provider's board members and management must disclose to the Alliance any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Provider's employees and subcontractors must make the same disclosures described above to the Provider's board of directors. Compliance with this provision will be monitored.

31. Public Entity Crime

Pursuant to s. 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Alliance. 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, 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 in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

32. Emergency Preparedness and Continuity of Operations

32.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Provider shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan (Continuity of Operations Plan.) In the event of an emergency, the Provider shall notify the Alliance of emergency provisions.

33. Use of Contract Funds to Purchase Equipment

No funds under this contract will be used by the Provider to purchase equipment.

Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or $5,000.00 [for federal funds], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of $1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of $250.00 or more [for state funds].

34. The PUR 1000 Form is hereby incorporated by reference and available at: http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement terms or conditions the contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

35. **Use of State Funds to Purchase or Improve Real Property**
Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

36. **Dispute Resolution**
Any dispute concerning performance of the contract shall be decided by the Contract Manager, who shall reduce the decision to writing and serve a copy on the Provider.

37. **Financial Consequences of Non-Performance**
If the Provider fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then the Alliance may apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to contract suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of contract and reacquiring services from an alternate source.

37.1 The Provider shall not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Alliance.

38. **No Waiver of Sovereign Immunity**
Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

39. **Venue**
If any dispute arises out of this contract, the venue of such legal recourse will be Miami-Dade County, Florida.

40. **Entire Contract**
This contract contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon the Alliance or the Provider unless expressly contained herein or by a written amendment to this contract signed by both Parties.

41. **Force Majeure**

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

42. **Severability Clause**
The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

43. **Condition Precedent to Contract: Appropriations**
The Parties agree that the Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

44. **Addition/Deletion**
The Parties agree that, notwithstanding the terms of the procurement documents and actions leading to this contract, the Alliance reserves the right to add or to delete any of the services required under this contract when deemed to be in the best interest of the elder population targeted by the Area Plan and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

45. **Waiver**
The delay or failure by the Alliance to exercise or enforce any of its rights under this contract shall not constitute or be deemed a waiver of the Alliance'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.

46. **Compliance**
The Provider shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The Parties agree that failure of the Provider to abide by these laws shall be deemed an event of default of the Provider, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of the Alliance for Aging, Inc.

47. **Final Invoice**
The Provider shall submit the final invoice for payment to the Alliance for Aging, Inc. as specified in section ~~3.3.7.~~ 3.3.6 (date for final request for payment) of **ATTACHMENT I.** If the Provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Alliance may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Alliance.

48. **Renegotiations or Modifications**
Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently reflected in the Alliance's contract with DOEA pursuant to which the Alliance administers funding under this contract.

49. **Suspension of Work:**
The Alliance may in its sole discretion suspend any or all activities under this Contract and any Contract or agreement incorporating in this Contract, at any time, when in the best interests of the State to do so. The Alliance shall provide the Provider 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 Provider shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Provider, the Alliance shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or

purchase order. Suspension of work shall not entitle the Provider to any additional compensation.

50. Termination

50.1 This contract may be terminated by either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the contract.

50.2 In the event funds for payment pursuant to this contract become unavailable, the Alliance may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the Provider. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the contract. The Alliance will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed prior to the date of termination.

50.3 Termination for Cause

This contract may be terminated for cause by the Alliance upon no less than twenty-four (24) hours' notice in writing to the Provider. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Alliance's or the Provider's rights to remedies at law or in equity.

50.4 Failure to have performed any contractual obligations with the Alliance in a manner satisfactory to the Alliance will be a sufficient cause for termination. To be terminated as a contractor under this provision, the Provider must have (1) previously failed to satisfactorily perform in a contract with the Alliance, been notified by the Alliance of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the Alliance; or (2) had a contract terminated by the Alliance for cause.

50.5 Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Alliance's right to remedies at law or to damages of a legal or equitable nature.

51. Electronic Records and Signature

The Alliance authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Contract. A contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, s. 668.50, Fla. Stat. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, ch. 119, Fla. Stat.; must comply with section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Contract.

51.1 The Alliance's authorization pursuant to this section does not authorize electronic transactions between the Provider and the Alliance. The Provider is authorized to conduct electronic transactions with the Alliance only upon further written consent by the Alliance.

51.2 Upon request by the Alliance, the Provider shall provide the Alliance or DOEA with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Alliance of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who

electronically signed the document on any non-electronic copy of the document.

52. **Special Provisions**:
The Provider agrees to the following provisions:

52.1 **Investigation of Criminal Allegations:**
Any report that implies criminal intent on the part of the Provider or any Subcontractors and referred to a governmental or investigatory agency must be sent to the Alliance. If the Provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Provider shall notify the Alliance immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Provider or Subcontractors, must be sent to the Alliance's contract manager with a summary of the investigation and allegations.

52.2 **Volunteers:**
The Provider shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

53 **Enforcement:**

53.1 In accordance with Section 430.04, F.S., the Alliance may, without taking any intermediate measures available to it against this Contract rescind this Contract if the Alliance finds that:

53.2 An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;

53.3 The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

53.4 The Provider has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Alliance, or the Provider has committed or repeated violations of Alliance standards;

53.5 The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency; and/or

53.6 The Provider has failed to adhere to the terms of any contract or agreement incorporating in this Contract.

53.7 In the alternative, the Department may, at its sole discretion, in accordance with section 430.04, F.S., take immediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.

53.8 In making any determination under this provision the Alliance may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Miami-Dade County.

54. **Training**
The Provider will attend all required trainings and meetings schedule by the Alliance.

55. **Official Payee and Representatives** (Names, Addresses, and Telephone Numbers):

a.	The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Provider's name and address Monroe County Social Services Gato Building 1100 Simonton Street, Suite 2-~~256~~ 257 Key West, FL 33040
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Finance person for contractor and address Sheryl Graham 1100 Simonton Street, Suite 2-~~256~~ 257 Key West, FL 33040
c.	The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:	Providers CEO Info. Sheryl Graham 1100 Simonton Street, Suite 2-~~256~~ 257 Key West, FL 33040 305-292-4510
d.	The section and location within the Alliance where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Associate Vice President Finance Alliance for Aging, Inc. 760 NW 107th Avenue, Suite214 Miami, Florida 33172-3155
e.	The name, address, and telephone number of the Contract Manager for the Alliance for this contract is:	Contract Manager Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.		

56. All Terms and Conditions Included

This contract and its Attachments, I through X, A, B, D, E, F, G, H and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the Parties hereto have caused this 89 page contract, to be executed by their undersigned officials as duly authorized.

Monroe County Social Services

SIGNED BY: Graham

NAME: Sheryl Graham

TITLE: Acting County Administrator

DATE: 12/17/15

Alliance for Aging, Inc.

SIGNED BY:

NAME: MAX B. ROTHMAN, JD, LL.M.

TITLE: PRESIDENT AND CEO

DATE: 12/30/15

SIGNED BY: _____

NAME: MAYOR HEATHER CARRUTHERS

TITLE: MAYOR OF MONROE COUNTY

DATE: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/29/15

INDEX TO CONTRACT ATTACHMENTS

ATTACHMENT	ATTACHMENT DESCRIPTION	PAGE
ATTACHMENT I	STATEMENT OF WORK	18-29
ATTACHMENT II	CERTIFICATION REGARDING LOBBYING	30
ATTACHMENT III	FINANCIAL COMPLIANCE AUDIT ATTACHMENT	31-34
ATTACHMENT III EXHIBIT 1	FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT	35
ATTACHMENT III EXHIBIT 2	AUDIT REPLATIONSHIP DETERMINATION	36
ATTACHMENT IV	CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE	37
ATTACHMENT V	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS	38-39
ATTACHMENT VI	ASSURANCES – NON-CONSTRUCTION PROGRAMS	40-41
ATTACHMENT VII	CONTRACT BUDGET SUMMARY BY SERVICE AND TITLE	42
ATTACHMENT VIII	OLDER AMERICANS ACT CONTRACT REPORT CALENDAR	43
ATTACHMENT IX	REQUEST FOR PAYMENT	44
ATTACHMENT X, EXHIBIT 1	RECEIPTS AND EXPENDITURES, TITLE IIIB, IIIC1, AND IIIC2	45
ATTACHMENT X, EXHIBIT 2	RECEIPTS AND EXPENDITURES, TITLE IIIE	46
ATTACHMENT A	DEPARTMENT OF ELDER AFFAIRS' PROGRAMS & SERVICES HANDBOOK (ON Alliance FOR AGING, INC. INTERNET SITE)	47
ATTACHMENT B	DEPARTMENT OF ELDER AFFAIRS' CIVIL RIGHTS COMPLIANCE CHECKLIST AND INSTRUCTIONS	48-54
ATTACHMENT C	DEPARTMENT'S COMPUTER USE POLICY AND ITS SOCIAL MEDIA POLICY, PROVIDED ON CD INSTRUCTIONS	55
ATTACHMENT D	BACKGROUND SCREENING – AFFIDAVIT OF COMPLIANCE	56
ATTACHMENT E	VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION	57
ATTACHMENT F	BUSINESS ASSOCIATE AGREEMENT	58-65
ATTACHMENT G	ADRC POLICY AND PROCEDURES FOR OUTSOURCED FUNCTIONS	66-72
ATTACHMENT H	CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST	73

ATTACHMENT I

Alliance FOR AGING, INC.
STATEMENT OF WORK
OLDER AMERICANS ACT PROGRAM TITLE III

SECTION I: SERVICES TO BE PROVIDED

1.1 Alliance FOR AGING, INC. MISSION STATEMENT

The Alliance for Aging Inc.'s mission is to promote and advocate for the optimal quality of life for older adults and their families.

1.2 PROGRAM SPECIFIC TERMS

Area Plan: A plan developed by the area agency on aging outlining a comprehensive and coordinated service delivery system in its planning and service area in accordance with the Section 306 (42 U.S.C. 3026) of the Older Americans Act and DOEA instructions.

Area Plan Update: A revision to the area plan wherein the area agency on aging enters OAA specific data in the Client Information and Registration Tracking System (CIRTS). An update may also include other revisions to the area plan as instructed by the DOEA.

Child: An individual who is not more than 18 years of age or an individual with disability.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is unable to perform at least two activities of daily living (ADLs) without substantial human assistance, including verbal reminding, physical cueing or supervision; or due to cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption and who lives with the child; is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

1.3 GENERAL DESCRIPTION

1.3.1 General Statement

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. The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective, improving the quality of life for all older individuals by helping them to remain independent and productive. The primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of self-care with appropriate supportive services.

1.3.2 Authority

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, 2102;

(2) CFO Memo No. 06: 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, 2006.

1.3.3 Scope of Service

The Provider is responsible for coordinating and assessing the needs of older persons, and assuring the availability of quality services. The services shall be provided in a manner consistent with, and described in, both the current DOEA Programs and Services Handbook and the Provider's Service Provider Application(s) submitted in response to the 2012 OAA RFP.

1.3.4 Major Program Goals

The major goals of the OAA program are to improve the quality of life for older individuals, preserve their independence and prevent or delay more costly institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives that meet the diverse needs of elders and their caregivers.

1.3.5 Leadership and Advocacy

As a designated Focal Point, a provider is encouraged to provide coordination of services for older individuals. The Provider must also provide community leadership on aging issues and serve as the advocate and focal point for the elderly within the community in cooperation with agencies, organizations and individuals participating in activities funded by the Alliance. Advocacy should include initiating positive changes in public or private policies and attitudes towards older persons, taking action to improve, modify, or eliminate situations which adversely impact on lives of older persons, or expressing support for older persons and their interests. Advocacy activities may be broadly supportive of the general interests of older persons or may involve specific activities on behalf of individuals."

1.4 CLIENTS TO BE SERVED

1.4.1 General Description

Preference shall be given to those with the greatest economic and social needs, with particular attention to low-income older individuals, including those that are low-income minorities, have limited English proficiency, and older individuals residing in rural areas.

1.4.1.1 OAA Title III, General Client Eligibility

Consumers shall not be dually enrolled in an OAA program and a Medicaid capitated long-term care program, with the exception of consumers in need of OAA Legal Assistance services. Individuals enrolled in SMMC LTC may receive congregate meals if coordinated by the managed care plan and paid for by OAA funds, as per DOEA Notice of Instruction, NOTICE #: 032515-2-PC-SCBS. Additionally, transportation funded through Title IIIB can be provided to SMMC LTC enrollees attending congregate meal sites, in accordance with the Department's Programs and Services Handbook.

1.4.1.2 OAA Title IIIB, Supportive Services, Client Eligibility

(1) Individuals age 60 or older

1.4.1.3 OAA Titles IIIC1 and IIIC2, Nutrition Services, Client Edibility

General factors that should be considered in establishing priority for nutrition services include those older persons who meet the following:

(1) Cannot afford to eat adequately;

(2) Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;

(3) Have limited mobility which may impair their capacity to shop and cook for themselves; or

(4) Have a disabling illness or physical condition requiring nutritional support or have been screened at a high nutritional risk.

1.4.1.4 OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in **ATTACHMENT I, Paragraph 1.4.1.3** individuals must be mobile, not homebound and physically, mentally and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include:

(1) Individuals age 60 or older; and

(2) Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;

(3) Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;

(4) Disabled persons who reside at home with and accompany an eligible person to the dining center; and

(5) Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

1.4.1.5 OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in **ATTACHMENT I, Paragraph 1.4.1.3**, individuals must be homebound and physically, mentally or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

(1) Individuals age 60 or older who are homebound by reason of illness, disability or isolation;

(2) The spouse of a homebound eligible individual, regardless of age, if the provision of the collateral meal supports maintaining the person at home;

(3) Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and

(4) Persons at nutritional risk who have physical, emotional or behavioral conditions, which would make their presence at the congregate site inappropriate; and persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.

1.4.1.6 OAA Title IIIE, Caregiver Support Services, Client Eligibility

(1) Family caregivers of individuals age 60 or older;

(2) Grandparents (age 55 or older) or older individuals (age 55 or older) who are relative caregivers;

(3) Priority will be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and for grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities; and

(4) For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" in OAA, Section 102 Paragraph 22.

SECTION II – MANNER OF SERVICE PROVISION

2.1 SERVICE TASKS

In order to achieve the goals of the OAA program, the Provider shall ensure the following Service Tasks are

performed at the level specified in this contract.

(1) **Client Eligibility Determination**: The Provider shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this Contract.

(2) **Targeting and Screening of Service Delivery for New Clients**: The Provider shall develop and implement policies and procedures consistent with OAA targeting and screening criteria.

(3) **Delivery of Services to Eligible Clients:** The Provider shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Provider shall ensure the performance and report performance of the following services are in accordance with the current DOEA Programs and Services Handbook. The services funded pursuant to this contract are in accordance with the OAA, Title III, Section 321, 331, 336, 361, and 373 as follows:

Section 321, Title IIIB Supportive Services;

Section 331, Title IIIC1 Congregate Nutrition Services;

Section 336, Title IIIC2 Home Delivered Nutrition Services;

Section 373, Title IIIE Caregiver Support Services; and

(4) Use of volunteers to expand the provision of available services;

(5) Monitoring the performance of its subcontractors; and

(6) Document service delivery in accordance to the current DOEA Program and Services Handbook.

2.1.1 **Supportive Services (IIIB Program)**

Supportive services include a variety of community-based and home-delivered services that support the quality of life for older individuals by helping them remain independent and productive. Services include the following:

(1) Adult Day Care/Adult Day Health Care;
(2) Caregiver Training/Support;
(3) Case Aid/Case Management;
(4) Chore Services;
(5) Companionship;
(6) Counseling (Gerontological and Mental Health);
(7) Education/Training;
(8) Legal Assistance;
(9) Material Aid;
(10) Occupational Therapy;
(11) Outreach;
(12) Personal Care;
(13) Physical Therapy;
(14) Shopping Assistance;
(15) Skilled Nursing;
(16) Specialized Medical Equipment, Services, and Supplies;
(17) Recreation;
(18) Emergency Alert Response;
(19) Escort;
(20) Health Support;
(21) Home Health Aid;
(22) Homemaker;
(23) Housing Improvement;
(24) Information;
(25) Intake;
(26) Interpreter/Translating;
(27) Referral/Assistance;
(28) Respite Services;
(29) Screening/Assessment;
(30) Speech Therapy;
(31) Telephone Reassurance; and
(32) Transportation

Services authorized under this contract are listed on **ATTACHMENT VII,** Contract Budget Summary by Service and Title.

2.1.1.2 Congregate Nutrition Services (IIIC1 Program)

Nutrition services are provided in congregate settings and are designed to reduce hunger and food insecurity, promote socialization and the health and well-being of older individuals by assisting them to gain access to nutrition and other disease prevention and health promotion services. Services include the following:

(1) Congregate meals;
(2) Congregate meals screening;
(3) Nutrition education and nutrition counseling;
(4) Outreach.

Services authorized under this contract are listed on **ATTACHMENT VII,** Contract Budget Summary by Service and Title.

2.1.1.3 Home Delivered Nutrition Services (IIIC2 Program)

In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:

(1) Home delivered meals;
(2) Nutrition education and counseling;
(3) Outreach; and
(4) Screening/Assessment.

Services authorized under this contract are listed on **ATTACHMENT VII,** Contract Budget Summary by Service and Title.

2.1.1.4 Caregiver Support Services (IIIE Program)

The following services are intended to provide direct help to caregivers, assist in the areas of health, nutrition and financial literacy and assist caregivers in making decisions and problem solving related to their caregiving roles and responsibilities:

(1) Adult Day Care/Adult Day Health Care;
(2) Caregiver Training/Support;
(3) Counseling (Gerontological and Mental Health);
(4) Education/Training;
(5) Financial Risk Reduction (Assessment and Maintenance);
(6) Information;
(7) Intake;
(8) Outreach;
(9) Powerful Tools for Caregivers;
(10) Referral/Assistance;
(11) Respite Services;
(12) Screening/Assessment;
(13) Stress-Busting Program for Family Caregivers; and
(14) Transportation.

Services authorized under this contract are listed on **ATTACHMENT VII,** Contract Budget Summary by Service and Title.

2.1.15 **Caregiver Support Supplemental Services (IIIES Program):** At least 10 percent, but no more than 20 percent, of the total Title IIIE funds shall be used to provide supplemental support services. The following services are provided to complement the care provided by caregivers:

(1) Chore Services;
(2) Housing Improvement;
(3) Material Aid; and
(4) Specialized Medical Equipment, Services and Supplies.

Services authorized under this contract are listed on **ATTACHMENT VII,** Contract Budget Summary by Service and Title.

2.1.1.6 **Caregiver Support Grandparent Services (IIIEG Program):** At least 5 percent, but no more than 10 percent, of the total Title IIIE funds shall be used to provide support services to grandparents and older individuals who are relative caregivers. Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include the following:

(1) Caregiver Training/Support;
(2) Sitter.

Services authorized under this contract are listed on **ATTACHMENT VII,** Contract Budget Summary by Service and Title.

2.1.2 **Use of Volunteers to Expand the Provision of Available Services**

2.1.2.1 **Use of Volunteers to Expand the Provision of Available Services**
The Provider shall make use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings.

Report Period	**Report Due Date**
January 1 - March 31	April 30, 2016
April 1- June 30	July 31, 2016
July 1- September 30	October 31, 2016
October 1 - December 31	January 31, 2016

2.1.3 **Monitoring the Performance of Subcontractors**
The Provider shall conduct at least one monitoring per year of each subcontractor and/or vendors paid from funds provided under this contract. The Provider shall perform fiscal, administrative and programmatic monitoring of each sub-contractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.

2.1.4 **Subcontractor Outreach Reporting Requirements**
The Provider shall document its performance of outreach activities, by submitting a uniform reporting format provided by the Alliance that includes the following: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. The Provider shall complete and submit this report on outreach activities at least semi-annually.

2.2 SERVICE LOCATION

2.2.1 Service Times

The Provider shall ensure the provision of the services listed in the contract during normal business hours unless other times are more appropriate to meet the performance requirements of the contract, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community.

2.3 DELIVERABLES

2.3.1 Services

The contractor shall provide the services described in the contract in accordance with the current DOEA Program and Services Handbook. Units of service will be paid pursuant to the rates established in **ATTACHMENT VII.**

2.4 REPORTS

The Provider is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Alliance. The Provider must establish due dates for any subcontractors that permit the Provider to meet the Alliance's reporting requirements.

2.4.1 Service Cost Reports

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 identifying the specific unit rates it seeks to change and the proposed adjustment to such rates when submitting the Annual Service Cost Report.

2.4.2 Surplus/Deficit Report

The Provider will respond to the consolidated Surplus/Deficit report in a format provided by the Alliance to the Alliance's contract manager. Surplus/Deficit reports must be submitted with the monthly request for payment. This report is for all services provided in this agreement incorporating in this Contract between the Provider and the Alliance. The report will include the following:

(1) A list of all Services and their current status regarding surplus or deficit, and why they differ from its original budget projections.

(2) A detailed plan on how the surplus or deficit spending exceeding the 1% threshold will be resolved. The plan must include specific budget numbers to reflect how the Provider plans to address the variance.

(3) Number of clients currently on the waitlist (APCL).

2.5 CIRTS

2.5.1 Client Information and Registration Tracking System (CIRTS) Reports

The Provider shall input OAA-specific data into CIRTS to ensure CIRTS data accuracy. The Provider shall use CIRTS-generated reports which include the following:

(1) Client Reports;
(2) Monitoring Reports;
(3) Services Reports; and
(4) Outcome Measures Reports.

2.5.2 Program Highlights

The Provider shall submit Program Highlights referencing specific events that occurred in FFY 2015 by September 15, 2016. The Provider shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Provider shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The Provider shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Alliance.

2.6 RECORDS AND DOCUMENTATION

The Provider shall maintain documentation to support Request for Payment that shall be available to the Alliance or authorized individuals, such as DOEA and Department of Financial Services, upon request.

2.6.1 CIRTS Maintenance

The Provider will ensure the accurate collection and maintenance of client and service information on a monthly basis from the CIRTS or any such system designated by the Alliance. Maintenance includes valid exports and backups of all data and systems according to Alliance and DOEA standards. The Provider must adhere to the Alliance CIRTS Data Integrity Policies & Procedures in order to ensure data accuracy.

2.6.2 Data Integrity and Back-up Procedures

The Provider shall anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.

2.7 PERFORMANCE SPECIFICATIONS

2.7.1 Outcomes and Outputs (Performance Measures) – At a minimum, the Provider must:

(1) The Provider shall ensure the provision of the services described in this contract are in accordance with the current DOEA Programs and Services Handbook and in the Manner of Service Provision described in this contract.

(2) The Provider shall timely submit to the Alliance all information described in this contract.

(3) The Provider shall develop and document strategies in the Service Provider Application (SPA) to support the Department's standard of performance achievement (as referenced on the Department website http://floridafiscalportal.state.fl.us/PDFDoc.aspx?ID=9126) including the following:

a) Percent of elders assessed with high or moderate risk environments who improved their environment score;

b) Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;

c) Percent of new service recipients whose ADL assessment score has been maintained or improved;

d) Percent of new service recipients whose IADL assessment score has been maintained or improved;

e) Percent of family and family-assisted caregivers who self-report they are very likely to provide care;

f) Percent of caregivers whose ability to continue to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor);

g) Any other outcome measures as listed in the Provider's Service Application in response to the 2012

OAA RFP.

2.7.2 Monitoring and Evaluation Methodology

The Alliance will review and evaluate the performance of the Provider under the terms of this contract. Monitoring shall be conducted through direct contact with the Provider through telephone, in writing, and/or an on-site visit. The Alliance's determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with the Alliance in monitoring the progress of completion of the service tasks and deliverables. The Alliance may use, but is not limited to, one or more of the following methods for monitoring:

a) Desk reviews and analytical reviews;
b) Scheduled, unscheduled, and follow-up on-site visits;
c) Client visits;
d) Review of independent auditor's reports;
e) Review of third-party documents and/or evaluation;
f) Review of progress reports;
g) Review of customer satisfaction surveys;
h) Agreed-upon procedures review by an external auditor or consultant;
i) Limited-scope reviews; and
j) Other procedures as deemed necessary.

2.7.3 Remedies-Nonconforming Services

The Provider shall ensure that all participants served under this agreement are eligible for the program, and that all monthly and/or quarterly performance reports and financial records are maintained for each reporting period and submitted as stipulated in 2.4, 2.5, 2.6, and 2.7.

Any nonconforming program services, performance reports or financial records not meeting the requirements of this Contract shall not be eligible for reimbursement under this program. The costs associated with hiring, training, reporting and/or managing the program shall be borne solely by the Provider. The Alliance requires immediate notice of any significant and/or systemic infractions that compromise the Provider's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

2.8 CONTRACTOR'S FINANCIAL OBLIGATIONS

2.8.1 Matching, Level of Effort, and Earmarking Requirements

The Provider shall provide match of at least 10 percent of the federal administrative funds received. The Provider's match will be made in the form of cash, general revenue administrative funds, and/or in-kind resources. The Provider will assure, through a provision in subcontracts, a match requirement of at least 10 percent of the cost for services funded through this contract. The subcontractor's match will be made in the form of cash and/or in-kind resources. The Provider shall report match by title each month. At the end of the contract period, the Provider must properly match OAA funds that require a match.

2.8.2 Consumer Contributions

Consumer contributions are to be used under the following terms:

1) The Provider assures compliance with Section 315 of the OAA as amended in 2006, in regard to consumer contributions;
2) Voluntary contributions are not to be used for cost sharing or matching;
3) Accumulated voluntary contributions are to be used prior to requesting federal reimbursement; and
4) Voluntary contributions are to be used only to expand services.

2.8.3 **Use of Service Dollars**
The Provider is expected to spend all federal, state and other funds provided by the Alliance for the purpose specified in the contract. The Provider must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Provider. Program surpluses must be reported to the Alliance.

2.8.4 **Surplus Recapture**
In accordance with its surplus/deficit management policies, in order to maximize available funding and minimize the time that potential clients must wait for services, the Alliance in its sole discretion can reduce funding awards if the Provider is not spending according to monthly plans and is projected to incur a surplus at the end of the year.

2.8.5 The Provider agrees to distribute funds as detailed in the Budget Summary, **ATTACHMENT VII**. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment. Providers must adhere to Alliance's Modified Spending Policy when requesting changes to the budget Summary Form.

2.8.6 **Title III Funds**
The Provider assures compliance with Section 306 of the Older Americans Act, as amended in 2006, that funds received under Title III will not be used to pay any part of a cost (including an administrative cost) incurred by the Provider to maintain a contractual or commercial relationship that is not carried out to implement Title III.

2.9 ALLIANCE'S RESPONSIBILITIES:

2.9.1 **Program Guidance and Technical Assistance**
The Alliance will provide to the Provider guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the Provider. The Providers must attend all required training session and meetings.

SECTION III: METHOD OF PAYMENT

3.1 **General Statement of Method of Payment**
The Method of Payment for this contract is a combination of fixed-fee/unit rate, cost reimbursement, and advanced payments, subject to the availability of funds. The Provider shall ensure include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required.

3.2 **Advance Payments**

3.2.1 The Provider may request up to two months of advances at the start of the contract period, if available, to cover program service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Alliance. The Provider shall provide the Alliance's Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed.

3.2.2 The Provider's requests for advance require the approval of the Alliance's Contract Manager. If sufficient budget is available, the Alliance will issue approved advance payments after January 1, 2016.

3.2.3 Requests for the first through the twelfth months shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests, if available is shown on **ATTACHMENT VIII** of this contract.

3.2.4 All advanced payments made to the Provider shall be recouped in accordance with the **Reporting Schedule, ATTACHMENT VIII** of this contract.

3.2.5 Interest earned on advances must be identified separately by source of funds, state or federal. Providers shall maintain advances of federal funds in interest bearing accounts unless otherwise exempted in accordance with 45 CFR 74.22(k). Earned interest must be returned to the Alliance at the end of each quarter.

3.3 **Invoice Submittal and Requests for Payment**
All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106A **(ATTACHMENT IX)**, 105AS **(ATTACHMENT X-EXHIBIT 1)**, and 105AE **(ATTACHMENT X-EXHIBIT 2)**.

3.3.1 The Provider shall submit all payment requests based on the submission of the Provider's actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is **ATTACHMENT VIII** to this contract.

3.3.2 Any payment due by the Alliance under the terms of this contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the Provider and any adjustments thereto.

3.3.3 The Alliance will authorize payment only for allowable expenditures, which are in accordance with the limits specified in **ATTACHMENT VII, Budget Summary**. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

3.3.4 Monthly review of the Receipt and Expenditure Report and the Request for Payment Form by the Alliance will focus on:

(1) Line item comparison of year-to-date expenditures with the budget to monitor rate of expenditures;
(2) Allowable total reimbursement, on a service by service level, does not exceed budgeted/contractual amount (No unilateral modified spending authority.);
(3) Validation of service units reported against CIRTS.
(4) Validation of service units reported against the Area Plan on Aging, fiscal module contract data housed in CIRTS.

3.3.5 In order to properly manage the program budget, the Provider must submit invoices for payment no later than 90 days after the end of the month in which the expense was incurred, except that invoices cannot be submitted after Close Out Report date. Invoices submitted late will require the approval of the Alliance's contract manager. Approvals must be requested prior to the invoicing deadline. Late invoices will not be paid unless justification is submitted and approved by the contract manager.

3.3.6 **Date for Final Request for Payment**
The Provider shall submit the final request for payment to the Alliance no later than February 15, 2016.

3.4 **Documentation for Payment**
The Provider shall maintain documentation to support payment requests that shall be available to the Alliance or authorized individuals, such as Department of Financial Services, upon request. Supporting documentation of services provided must be adequate to permit fiscal and programmatic evaluation and ensure internal management.

3.4.1 Payments will be made to the Provider based on a complete and correct invoice, invoices that are incomplete or with incorrect total will not be processed and will be returned to the Provider for correction. Fiscal staff will not be able to correct or make changes to the invoices. Returning invoices for corrections may result in failure

to receive payment for that month. Invoices shall be submitted timely as per **ATTACHMENT VIII** in order to avoid any payment delays.

3.4.2 The Provider must enter all required data following DOEA's CIRTS Policy Guidelines for clients and services in the CIRTS database. Data must be entered into CIRTS before the Providers submit their request for payment and expenditure reports.

3.4.3 The Provider shall run monthly CIRTS reports and verify that client and service data in CIRTS is accurate. This report must be submitted to the Alliance with the monthly request for payment and expenditure report and must be reviewed by the Alliance before the Provider's request can be approved by the Alliance.

3.5. Remedies for Nonconforming Services

The Provider shall ensure that all goods and/or services provided under this contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.

If the Provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Provider's signature on the request for payment form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Alliance requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients

3.5.1 Financial Consequences of a Provider Surplus

The Provider shall ensure the provision of services to the projected number of clients in accordance with the Service Provider Application and within the contract amount. The Provider shall ensure expenditure of 100% of the contract amount budgeted for services to clients at the unit rates established in this contract. On a service-by-service basis, in the event the Provider has a surplus of 1% or more during the last quarter of the contract term, the Alliance may reallocate the surplus to other provider agencies in accordance with its policies. Consecutive surpluses for the same service for consecutive years may result in permanent de-obligations of funds.

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ATTACHMENT II

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

S Graham
Signature

12/22/2015
Date

Sheryl Graham
Name of Authorized Individual

AA-1629
Contract Number

MONROE COUNTY SOCIAL SERVICES
Name and Address of Organization
1100 SIMONTON ST, SUITE 2-257
KEY WEST, FL. 33040

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/29/15

DOEA Form 103
(Revised Nov 2002)

ATTACHMENT III

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Elder Affairs or the Alliance for Aging, Inc. to the provider may be subject to audits and/or monitoring by the Department of Elder Affairs or the Alliance for Aging, Inc., as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the department of staff, limited scope audits as defined by OMB Circular A- 133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Elder Affairs or the Alliance for Aging, Inc. In the event the Department of Elder Affairs or the Alliance for Aging, Inc. determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Elder Affairs or the Alliance for Aging, Inc. to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the provider expends $500,000 or more in Federal awards during its fiscal year, the provider 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 agreement indicates Federal resources awarded through the Department of Elder Affairs or the Alliance for Aging, Inc. by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Elder Affairs or the Alliance for Aging, Inc. 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 provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the provider 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 provider 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 audit must be paid from provider resources obtained from other than Federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Elder Affairs or the Alliance for Aging, Inc. shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Elder Affairs or the Alliance for Aging, Inc. shall be fully disclosed in the audit report with reference to the Department of Elder Affairs or the Alliance for Aging, Inc. agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Elder Affairs or the

Alliance for Aging Inc. in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes

In the event that the provider expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider 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 I to this agreement indicates state financial assistance awarded through the Department of Elder Affairs or the Alliance for Aging, Inc. by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Elder Affairs or the Alliance for Aging, Inc., 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.

In connection with the audit requirements addressed in Part II, paragraph 1; the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the provider expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Elder Affairs or the Alliance for Aging Inc. shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Elder Affairs or the Alliance for Aging, Inc. shall be fully disclosed in the audit report with reference to the Department of Elder Affairs or the Alliance for Aging Inc. agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Elder Affairs or the Alliance for Aging, Inc. in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Elder Affairs or the Alliance for Aging, Inc. retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Avenue, Suite 214
Miami, FL 33172-3155

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

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Alliance for Aging, Inc. at each of the following addresses:

Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Avenue, Suite 214
Miami, FL 33172-3155

Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

The Alliance for Aging, Inc. at each of the following addresses:

Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Avenue, Suite 214
Miami, FL 33172-3155

The Auditor General's Office at the following address:

State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street
Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Department of Elder Affairs pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to the Department of Elder Affairs 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 provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Alliance for Aging, Inc. or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Alliance for Aging, Inc., or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Alliance for Aging, Inc.

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ATTACHMENT III

EXHIBIT I

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

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**

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EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:
_____ Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.
__X__ Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:
2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (Formerly OMB Circular A-87)*
OMB Circular A-102 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:
2 CFR Part 230 Cost Principles for Non-Profit Organizations (Formerly OMB Circular A-122 – Cost Principles)*
2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements) Requirements)
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:
2 CFR Part 220 Cost Principles for Educational Institutions OMB (Formerly Circular A-21 – Cost Principles)*
2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

Section 215.97, Fla. Stat.
Chapter 69I-5, Fla. Admin. Code
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT IV

CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned, an authorized representative of the contractor named in the contract or agreement to which this form is an attachment, hereby certifies that:

(1) The contractor and any sub-contractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

(2) Management Information Systems used by the contractor, sub-contractor(s), or any outside entity on which the contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, contractor(s) will take immediate action to assure data integrity.

(3) If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the contractor (represented by the undersigned) and purchased by the State will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the State, and without interruption to the ongoing business of the state, time being of the essence.

(4) The contractor and any sub-contractor(s) of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

The contractor shall require that the language of this certification be included in all subagreements, subgrants, and other agreements and that all sub-contractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by OMB Circulars A-102 and 2 CFR Part 215 (formerly OMB Circular A-110).

Monroe County Social Services
1100 Simonton Street, Suite 2-257
Key West, FL 33040
Name and Address of Provider

Signature | Sr. Director Social Services (Title) | 12/22/2015 (Date)

Sheryl Graham
Name of Authorized Signer

(Revised June 2008)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/29/15

ATTACHMENT V

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS

(1) **The prospective contractor certifies, by signing this certification, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.**

(2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Signature

12/22/2015
Date

Sr. Director, Social Services
Title

Monroe County Social Services
Agency/Organization

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/29/15

(Certification signature should be same as Contract signature.)

Instructions for Certification

1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," and "voluntarily excluded," as used herein, have the meanings set out in the sections of rules implementing Executive Order 12549. (2 CFR 180.5-180.1020, as supplemented by 2 CFR 376.10-376.995). You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
2. This certification is a material representation of facts upon which reliance was placed when the parties entered into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department may pursue available remedies, including suspension and/or debarment.
3. The contractor will provide immediate written notice to the Contract Manager if at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The contractor may decide the method and frequency by which it determines the eligibility of its principals. Each participant to a lower tier covered transaction may, but is not required to, check the Excluded Parties List System (EPLS).
4. The contractor will include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" in all its lower tier covered transactions and in all solicitations for lower tier covered transactions.
5. The contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation, unless otherwise authorized by the federal government.
6. If the contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department may pursue available remedies, including suspension, and/or debarment.

7. The contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

(Revised June 2000)

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ATTACHMENT VI

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 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; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) 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; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Graham	Sr. Director, Social Services
APPLICANT ORGANIZATION	**DATE SUBMITTED**
Monroe County Social Services	12/22/2015

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/29/15

ATTACHMENT VII

CONTRACT BUDGET SUMMARY BY SERVICE AND TITLE

CIRTS SUMMARY FOR THE AGENCY

Service to be Provided	Service Unit Rate	Maximum Units of Service	Maximum Dollars	No. of Clients
Chore IIIB	$22.00	292	$6,422.38	10
Homemaker/Personal Care IIIB	$22.00	391	$8,608.51	15
Screening & Assessment IIIB	$25.00	24	$607.00	5
Congregate Meals C1	$9.25	15,694	$145,166.45	105
Congregate Meals Screening C1	$20.00	96	$1,925.00	10
Nutrition Counseling Ind. C1	$47.50	19	$926.00	5
Nutrition Education C1	$0.20	3,185	$637.00	3185
Home Delivered Meals Frozen C2	$6.00	34,347	$206,081.13	160
Home Delivered Meals Hot C2	$6.00	1,818	$10,906.88	10
Nutrition Counseling Ind. C2	$47.50	4	$190.00	4
Nutrition Education C2	$0.20	1,810	$362.00	1810
Screening & Assessment C2	$25.00	206	$5,151.00	140
In-Home Respite IIIE	$20.00	999	$19,974.00	10
Respite In Facility IIIE	$10.50	3,323	$34,886.32	15
Screening $ Assessment IIIE	$25.00	42	$1,044.00	8
Chores IIIES	$22.00	101	$2,213.98	5
Total Contract			**$445,101.65**	

ATTACHMENT VIII

OLDER AMERICANS ACT CONTRACT REPORT CALENDAR
ADVANCE BASIS CONTRACT

Report Number	Based On	Submit to Alliance On This Date
1	January Advance*	January 1
2	February Advance*	January 1
3	January Expenditure Report	February 5
4	February Expenditure Report	March 5
5	March Expenditure Report	April 5
6	April Expenditure Report	May 5
7	May Expenditure Report	June 5
8	June Expenditure Report	July 5
9	July Expenditure Report	August 5
10	August Expenditure Report	September 5
11	September Expenditure Report	October 5
12	October Expenditure Report	November 5
13	November Expenditure Report	December 5
14	December Expenditure Report	January 5
15	Final Expenditure and Request for Payment	February 15
16	Close Out Report	February 29

Legend: * Advance based on projected cash need.

Note # 1: Report #1 for Advance Basis Agreements cannot be submitted to the Department of Financial Services (DFS) prior to January 1 or until the agreement with the Alliance has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 5 through 14 shall reflect an adjustment of one-tenth of the total advance amount, on each of the reports, repaying advances issued the first two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report (ATTACHMENT IX).

Note #3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Alliance payment is to accompany the report.

ATTACHMENT IX

REQUEST FOR PAYMENT
OLDER AMERICANS ACT

PROVIDER NAME, ADDRESS, PHONE AND FED ID NUMBER	TYPE OF REPORT:	THIS REQUEST PERIOD:
	Advance _____	Report # _____
	Reimbursement_____	Agreement # _____
		Agreement Period: _____
		PSA : _____

CERTIFICATION: I hereby certify to the best of my knowledge that this request conforms with the terms and the purposes set forth in the above agreement.

Prepared By: _____ Date: _____ Approved By: _____ Date: _____

PART A: BUDGET SUMMARY	(1) ADMIN.	(2) III B	(3) IIIC1	(4) IIIC2	(7) Title IIIE	(6) TOTAL
1. Approved Agreement Amount.	0.00	0.00	0.00	0.00	0.00	0.00
2. Previous Funds RECEIVED for Agreement period.	0.00	0.00	0.00	0.00	0.00	0.00
3. Agreement Balance	0.00	0.00	0.00	0.00	0.00	0.00
4. Previous Funds REQUESTED and Not Received.	0.00	0.00	0.00	0.00	0.00	0.00
5. Agreement Balance	0.00	0.00	0.00	0.00	0.00	0.00
PART B: FUNDS REQUESTED						
1. 1st-2nd Months Request Only	0.00	0.00	0.00	0.00	0.00	0.00
2. Net Expenditures For Month	0.00	0.00	0.00	0.00	0.00	0.00
3. Additional Cash Needs (Attach Doc.)	0.00	0.00	0.00	0.00	0.00	0.00
4. Total	0.00	0.00	0.00	0.00	0.00	0.00
PART C: NET FUNDS REQUESTED:						
1. Less: Over-Advance	0.00	0.00	0.00	0.00	0.00	0.00
2. Agreement Funds are Hereby Requested For	0.00	0.00	0.00	0.00	0.00	0.00

DOEA FORM 108A revised 5/10

ATTACHMENT X
EXHIBIT-1

RECEIPTS AND EXPENDITURE REPORT
OLDER AMERICAN ACT

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	Program Funding Source : IIIB _____ IIIC1_____ IIIC2 _____	THIS REPORT PERIOD FROM: TO: CONTRACT PERIOD: CONTRACT # REPORT # PSA#

CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.

Prepared by : _____ Date : _____ Approved by : _____ Date : _____

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Federal Funds	$0.00	$0.00	$0.00	_____ %
2. State Funds	$0.00	$0.00	$0.00	_____ %
3. Program Income	$0.00	$0.00	$0.00	_____ %
4. Local Cash Match (CCE, HCE and Other)	$0.00	$0.00	$0.00	_____ %
5. SUBTOTAL: CASH RECEIPTS	$0.00	$0.00	$0.00	_____ %
6. Local In-Kind Match	$0.00	$0.00	$0.00	_____ %
7. TOTAL RECEIPTS	$0.00	$0.00	$0.00	_____ %

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Meals / Meal Agreements	$0.00	$0.00	$0.00	_____ %
2. Service Subcontractor	$0.00	$0.00	$0.00	_____ %
3. Other	$0.00	$0.00	$0.00	_____ %
4. Indirect Cost	$0.00	$0.00	$0.00	_____ %
5. TOTAL EXPENDITURES	$0.00	$0.00	$0.00	_____ %

PART C : OTHER EXPENDITURES (For Tracking Purposes only)				
1. Match				
a. Other and In-Kind	$0.00	$0.00	$0.00	_____ %
b. Local Match	$0.00	$0.00	$0.00	_____ %
2. USDA Cash Received	$0.00	$0.00	$0.00	_____ %
3. TOTAL OTHER	$0.00	$0.00	$0.00	_____ %

PART D : OTHER REVENUE AND EXPENDITURES	2. Addition Cost Alternative Program Income	3. Interest
1. Program Income (PI)	a. Approved Budget $_____	a. Earned on GR Advances $_____
a. OAA Unbudgeted PI Receipts YTD $_____	b. Received YTD $_____	b. Return of GR Advance $_____
	c. Expenditures $_____	c. Other Earned $_____

DOEA FORM 105as revised 11/09

ATTACHMENT X
EXHIBIT 2

RECEIPTS AND EXPENDITURE REPORT
OLDER AMERICAN ACT

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	Program Funding Source: Title III E ____	THIS REPORT PERIOD FROM TO: CONTRACT PERIOD: CONTRACT # REPORT # PSA#

CERTIFICATION: I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.

Prepared by: _____ Date: _____ Approved by: _____ Date: _____

PART A: BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Federal Funds	$0.00	$0.00	$0.00	_____ %
2. State Funds	$0.00	$0.00	$0.00	_____ %
3. Program Income	$0.00	$0.00	$0.00	_____ %
4. Local Cash Match	$0.00	$0.00	$0.00	_____ %
5. SUBTOTAL CASH RECEIPTS	$0.00	$0.00	$0.00	_____ %
6. Local In-Kind Match	$0.00	$0.00	$0.00	_____ %
7. TOTAL RECEIPTS	$0.00	$0.00	$0.00	_____ %

PART B: EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
A: Direct Services				
1. Personnel	$0.00	$0.00	$0.00	_____ %
2. Travel	$0.00	$0.00	$0.00	_____ %
3. Building Space	$0.00	$0.00	$0.00	_____ %
4. Communication / Utilities	$0.00	$0.00	$0.00	_____ %
5. Printing / Supplies	$0.00	$0.00	$0.00	_____ %
6. Equipment	$0.00	$0.00	$0.00	_____ %
7. Other	$0.00	$0.00	$0.00	_____ %
B: Agreement Services				
8. Services Subcontracted	$0.00	$0.00	$0.00	_____ %
9. TOTAL EXPENDITURES	$0.00	$0.00	$0.00	_____ %
10. DEDUCTIONS				
a. Total Local Match	$0.00	$0.00	$0.00	_____ %
b. Program Income Used	$0.00	$0.00	$0.00	_____ %
c. TOTAL DEDUCTIONS	$0.00	$0.00	$0.00	_____ %
11. NET EXPENDITURES	$0.00	$0.00	$0.00	_____ %

PART C: EXPENDITURES ANALYSIS A. Expenditures by Services Year to Date.		2. Units of Services Year to Date	3. Number of People Served Year to Date
1. Information	$0.00	$0.00	0.00
2. Assistance	$0.00	$0.00	0.00
3. Counseling	$0.00	$0.00	0.00
4. Respite	$0.00	$0.00	0.00
5. Supplemental Services	$0.00	$0.00	0.00
6. TOTAL	$0.00		
Part B Line 11, column 3 should be equal to this total.			

PART D: GRANDPARENT SERVICES (reported by Federal Fiscal Year)

FFY _____ $_____ FFY_____ $_____ FFY_____ $_____

Match $ _____ Match $ _____ Match $ _____

DOEA FORM 105AE revised 12/08

ATTACHMENT A

Department of Elder Affairs Programs & Services Handbook,
Available at the Alliance for Aging Internet site under, "Downloads".

ATTACHMENT B

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name: Monroe County Social Services	County: Monroe	Alliance/Provider
Address 1100 Simonton St., Suite 2-257	Completed By K. W. Wean	
Key West, FL 33040	Date 12/22/15	Telephone (305) 292-4588

PART I.

READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

Monroe County, the Florida Keys, is approximately 120 miles long, the Keys are considered rural with some urban characteristics, Social Services provides transportation, In Home Services, rental assistance, case management and nutritional services

2. POPULATION OF AREA SERVED. Source of data: 2011 census

Total #	% White	% Black	% Hispanic	% Other	% Female		
73,165	72.3	5.7	19.6	2	45.6		

3. STAFF CURRENTLY EMPLOYED. Effective date: 10/1/15

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
39	59	18	14	6	76	0	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED Effective date: 10/1/15

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
226	91	8	1		71	100	100

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
5	100	0	0	0	40	0	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with DOEA? If NA or NO, explain. NA ☐ YES ☒ NO ☐

7. Compare the staff composition to the population. Is staff representative of the population? If NA or NO, explain. NA ☐ YES ☒ NO ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain. NA ☐ YES ☒ NO ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain. NA ☐ YES ☒ NO ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☒ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain.

NA YES NO
☒ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.
yes

13. Are employees, applicants and participants informed of their protection against discrimination? If yes, how? Verbal ☒ Written ☒ Poster ☒ If NA or NO, explain.

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. ϕ

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain.
yes

NA YES NO
☐ ☒ ☐

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.
yes

17. Is there and established grievance procedure that incorporates due process in the resolution of

complaints? If NO, explain.

YES NO
☒ ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain.

YES NO
☒ ☐

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.

Yes

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO
☒ ☐

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain.

YES ☒ NO ☐

Alliance USE ONLY		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ___/___/___
Date	Telephone	Response Due ___/___/___
On-Site ☐ Desk Review ☐		Response Received ___/___/___

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.

2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.

4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.

5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.

6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).

7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR
80.3 (b) (6).

9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR
80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).

12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).

14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:

    - ☐ With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    - ☐ Modify policies and practices that do not meet Section 504 requirements.
    - ☐ Take remedial steps to eliminate any discrimination that has been identified.
    - ☐ Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.

17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

18. Programs or facilities that employ 15 or more persons must designate at least one person to

coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).

20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d).

21. Programs/facilities with 50 or more employees and $50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

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ATTACHMENT C

Department's Computer Use Policy and its Social Media Policy
Available at the Department's website at http://elderaffairs.state.fl.us/doea/financial.php

DEPARTMENT OF ELDER AFFAIRS STATE OF FLORIDA

BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. *See* §§ 435.02, 430.0402, Fla. Stat.

- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of Monroe County Social Services
Employer Name

located at 1100 Simonton St. Suite 2-257 Key West, FL 33040
Street Address *City* *State* *ZIP code*

I, Sheryl Graham do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Graham
Signature of Representative

12/22/2015
Date

STATE OF FLORIDA, COUNTY OF Monroe

Sworn to (or affirmed) and subscribed before me this 22nd day of December, 2015, by Sheryl Graham (Name of Representative) who is personally known to me ~~or has produced~~ N/A ~~as proof of identification.~~

MARITZA DANIELLA LANDERSON
MY COMMISSION # FF 917741
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

Print, Type, or Stamp Commissioned Name of Notary Public

maritza Landerson
Notary Public

DOEA Form 235, Affidavit of Compliance - Employer, Effective April 2012 Section 435.05(3), F.S.
Form available at: http://elderaffairs.state.fl.us/english/backgroundscreening.php

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MARCADO
ASSISTANT COUNTY ATTORNEY
Date 12/29/15

ATTACHMENT E

Verification of Employment Status Certification

As a condition of contracting with the Alliance for Aging, Inc.,
MONROE COUNTY Social Services, hereby referred to as contractor, certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Provider during the contract term to perform employment duties pursuant to this Agreement and (b) that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Graham
Signature
(Same as contract signature)

12/22/2015
Date

Sr. Director, Social Services
Title

Monroe County Social Services
Company Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Pedro J. Mercado
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
12/29/15

ATTACHMENT F

Alliance for Aging, Inc.
Business Associate Agreement

This Business Associate Agreement is dated by the **Alliance for Aging, Inc** (**"Covered Entity"**) and **Monroe County Social Services**, (**"Business Associate"**), a not-for-profit Florida corporation.

1.0 **Background**

1.1 Covered Entity has entered into one or more contracts or agreements with Business Associate that involves the use of Protected Health Information (PHI).

1.2 Covered Entity, recognizes the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and has indicated its intent to comply in the County's Policies and Procedures.

1.3 HIPAA regulations establish specific conditions on when and how covered entities may share information with contractors who perform functions for the Covered Entity.

1.4 HIPAA requires the Covered Entity and the Business Associate to enter into a contract or agreement containing specific requirements to protect the confidentiality and security of patients' PHI, as set forth in, but not limited to the Code of Federal Regulations (C.F.R.), specifically 45 C.F.R. §§ 164.502(e), 164.504(e), 164.308(b), and 164.314(a-b)(2010) (as may apply) and contained in this agreement.

1.5 The Health Information Technology for Economic and Clinical Health Act (2009), the American Recovery and Reinvestment Act (2009) and Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010) require business associates of covered entities to comply with the HIPAA Security Rule, as set forth in, but not limited to 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 (2009) and such sections shall apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

The parties therefore agree as follows:

2.0 **Definitions.** For purposes of this agreement, the following definitions apply:

2.1 **Access**. The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.

2.2 **Administrative Safeguards**. The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information (ePHI) and to manage the conduct of the covered entity's workforce in relation to the protection of that information.

2.3 **ARRA**. The American Recovery and Reinvestment Act (2009)

2.4 **Authentication**. The corroboration that a person is the one claimed.

2.5 **Availability**. The property that data or information is accessible and useable upon demand by an authorized
person.

2.6 **Breach.** The unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.

2.7 **Compromises the Security**. Posing a significant risk of financial, reputational, or other harm to individuals.

2.8 **Confidentiality**. The property that data or information is not made available or disclosed to unauthorized persons or processes.

2.9 **Electronic Protected Health Information.(ePHI)** Health information as specified in 45 CFR §160.103(1)(i) or

(1)(ii), limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2.10 **HITECH**. The Health Information Technology for Economic and Clinical Health Act (2009)

2.11 **Information System**. An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.

2.12 **Integrity**. The property that data or information have not been altered or destroyed in an unauthorized manner.

2.13 **Malicious software**. Software, for example, a virus, designed to damage or disrupts a system.

2.14 **Part I**. Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C §§ 17931 and 17934 (2010).

2.15 **Password**. Confidential authentication information composed of a string of characters.

2.16 **Physical Safeguards**. The physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

2.17 **Privacy Rule**. The Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.

2.18 **Protected Health Information. (PHI)** Health information as defined in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2.19 **Required By Law**. Has the same meaning as the term "required by law" in 45 CFR § 164.103.

2.20 **Secretary**. The Secretary of the Department of Health and Human Services or his or her designee.

2.21 **Security incident**. The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2.22 **Security or Security measures**. All of the administrative, physical, and technical safeguards in an information system.

2.23 **Security Rule**. The Security Standards for the protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, and amendments thereto.

2.24 **Technical Safeguards**. The technology and the policy and procedures for its use that protect electronic protected health information and control access to it.

2.25 **Unsecured PHI**. Protected health information that is not secured through the use of technology or methodologyspecified by the Secretary in guidance issued under 42 U.S.C. section 17932(h)(2).

2.26 All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

3.0. **Obligations and Activities of Business Associate.**

3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this agreement or as Required by Law.

3.2 Business Associate agrees to:

(a) Implement policies and procedures to prevent, detect, contain and correct Security violations in accordance with 45 CFR § 164.306;

(b) Prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by law;

(c) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and

(d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.

3.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Business Associate agrees to promptly report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. This includes any requests for inspection, copying or amendment of such information and including any security incident involving PHI.

3.5 Business Associate agrees to notify Covered Entity without unreasonable delay of any security breach pertaining to:

(a) Identification of any individual whose unsecured PHI has been, or is

reasonably believed by the

Business Associate to have been, accessed, acquired, or disclosed during such security breach; and

(b) All information required for the *Notice to the Secretary of HHS of Breach of Unsecured Protected Health Information.*

3.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.7 If Business Associate has PHI in a Designated Record Set:

(a) Business Associate agrees to provide access, at the request of Covered Entity during regular business hours, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524; and

(b) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual within 10 business days of receiving the request.

3.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary upon request of either for purposes of determining Covered Entity's compliance with the Privacy Rule.

3.9 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

3.10 Business Associate agrees to provide to Covered Entity or an individual, upon request, information collected in accordance with Paragraphs h and i above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and ARRA § 13404.

3.11 Business Associate specifically agrees to use security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in electronic or any other form, that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

3.12 Business Associate agrees to implement security measures to secure passwords used to access ePHI that it accesses, maintains, or transmits as part of this Agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

3.13 Business Associate agrees to implement security measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

3.14 Business Associate agrees to comply with:

(a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts);

(b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information); and

(c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations).

4.0 **Permitted Uses and Disclosures by Business Associate**. Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any and all contracts with Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

5.0 **Specific Use and Disclosure Provisions.**

5.1 Except as otherwise limited in this agreement or any related agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5.2 Except as otherwise limited in this agreement or any related agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5.3 Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B),only when specifically authorized by Covered Entity.

5.4 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

6.0 **Obligations of Covered Entity.**

6.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate as Attachment I to this Agreement. Future Notices and/or modifications to the NPP shall be posted on Covered Entity's website at www.Allianceforaging.org.

6.2 Covered Entity shall notify Business Associate of any restriction to the use or

disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7.0 **Permissible Requests by Covered Entity.** Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

8.0 **Effective Date and Termination.**

8.1 The Parties hereby agree that this agreement amends, restates and replaces any other Business Associate Agreement currently in effect between Covered Entity and Business Associate and that the provisions of this agreement shall be effective as follows:

(a) These Business Associate Agreement provisions, with the exception of the electronic security provisions and the provisions mandated by ARRA, HITECH and Part I shall be effective upon the later of April 14, 2003, or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI;

(b) The electronic security provisions hereof shall be effective the later of April 21, 2005 or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI; and

(c) Provisions hereof mandated by ARRA, HITECH and/or Part I shall be effective the later of February 17, 2010 or the effective date of the earliest contract entered into between covered entity and business associate that involves the use of PHI or ePHI.

8.2 **Termination for Cause**. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

8.3 **Effect of Termination**. Except as provided in subparagraph (b) of this section, upon termination of this agreement, for any reason, Business Associate shall return all PHI and ePHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.

(a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.

(b) In the event that Business Associate or Covered Entity determines that returning the PHI or ePHI is infeasible, notification of the conditions that make return of PHI or ePHI infeasible shall be provided to the other party. Business Associate shall extend the protections of this Agreement to such retained PHI and ePHI and limit further uses and disclosures of such retained PHI and ePHI, for a minimum of six years and so long as Business Associate maintains such PHI and ePHI, but no less than six (6) years after the termination of this agreement.

9.0 **Regulatory References**. A reference in this agreement to a section in the Privacy Rule or Security Rule means the section then in effect or as may be amended in the future.

10.0 **Amendment.** The Parties agree to take such action as is necessary to amend this agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

11.0 **Survival**. Any term, condition, covenant or obligation which requires performance by either party hereto subsequent to the termination of this agreement shall remain enforceable against such party subsequent to such termination.

12.0 **Interpretation**. Any ambiguity in this agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and Security Rule.

13.0 **Incorporation by reference**. Any future new requirement(s), changes or deletion(s) enacted in federal law which create new or different obligations with respect to HIPAA privacy and/or security, shall be automatically incorporated by reference to this Business Associate Agreement on the respective effective date(s).

14.0 **Notices**. All notices and communications required, necessary or desired to be given pursuant to this agreement, including a change of address for purposes of such notices and communications, shall be in writing and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Covered Entity:
Alliance for Aging, Inc.
Attention: Max B. Rothman, JD, LL.M.
760 NW 107th Avenue, Suite 214
Miami, Florida 33172-3155

To Business Associate:
Sheryl Graham
c/o Monroe County Social Services
1100 Simonton St, Suite 2-257
Key West, FL 33040

Any such notice shall be deemed delivered upon actual receipt. If any notice cannot be delivered or delivery thereof is refused, delivery will be deemed to have occurred on the date such delivery was attempted.

15.0 **Governing Law**. The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement.

16.0 **Severability**. If any provision in this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

17.0 **Successors**. Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this agreement and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate's obligations shall be by written agreement satisfactory to Covered Entity.

18.0 **Entire Agreement**. This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 10.0 of this agreement.

Covered Entity: Alliance for Aging, Inc.

By: _____ Date: 12/30/15
(signature)

Business Associate: Monroe County Social Services

By: _____ Date: 12/22/2015
(signature)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
_____
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date: 12/29/15

ATTACHMENT G

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline

AGING AND DISABILITY RESOURCE CENTER (ADRC) – OUTSOURCED FUNCTIONS

I. **If applicable, the provider agrees to the following:**

A. Perform ADRC outsourced functions in accordance with the Alliance's policies and procedures.

i. Policies and Procedures for Outsourced Function-Screening
ii. Policies and Procedures for Outsourced Function-Triage
iii. Policies and Procedures for Activation from Waitlist- Client Services
iv. Policies and Procedures for Termination from Waitlist- Client Services

B. Maintain wait lists in CIRTS in accordance with DOEA requirements.

C. Report number of client contacts to the Aging and Disability Resource Center.

D. Adhere to prioritization policy as set forth by DOEA on a monthly basis. Reference DOEA Notice of Instruction: Assessed Priority Consumer List#:062906-1-I-OVCS as applicable.

E. Ensure the agency's Disaster Plan reflects ADRC Outsourced Functions, annually or as needed to incorporate ADRC outsourced functions.

F. Ensure against conflicts of interest and inappropriate self-referrals by referring consumers in need of options counseling or long-term care services beyond the provider's scope of services to the Aging and Disability Resource Center.

G. Ensure that services provided are in the clients' best interest, are the most cost effective, of high quality, and are responsive and appropriate to the assessed needs.

The Assessed Priority Consumer List (APCL) is maintained when services funded by the department are not available. Contracted providers of registered services for Alzheimer's Disease Initiative (ADI) and Older American's Act (OAA) maintain waiting lists in the CIRTS database for registered services when funding is not available.

Registered Services for the above listed programs are as follows: Adult Day Care (ADC), Adult Day Health Care (ADHC), Chore (CHO), Escort (ESC), Home Delivered Meals (HDM), Home Health Aide (HHA), Homemaker (HMK), Model Day Care (MDC), Personal Care (PECA), Facility-Based Respite (RESF), In-Home Respite (RESP).

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Outsourced function - Screening

Creation Date: March 5, 2008

Revision Date: May 2012

Objective: To ensure that a comprehensive list of clients in need of services is maintained in CIRTS by appropriate funding source and that the ADRC is thereby able to effectively gauge the level of elder service need in Miami-Dade and Monroe Counties.

Policy: To obtain necessary information from clients in order to assist in determining level of need and eligibility for DOEA funded services

Procedure:

1. ADRC Contracted Providers will collect information from callers and conduct a 701A assessment. Alternatively, if a 701B assessment already exists or is provided from another source (i.e. CARES) the information from the 701B can be utilized.

2. Based on the information provided via the 701A(B) assessment, the ADRC Contracted Provider will make a determination as to the services that the caller is in need of receiving .

3. The ADRC Contracted Provider will determine the appropriate funding source(s) that provides the needed services.

4. If the caller is in need of a service(s) that is not provided by the ADRC Contracted Provider, the ADRC Contracted Provider will refer caller to the ADRC Elder Helpline utilizing the ADRC Referral Form and/or to an ADRC Contracted Provider that provides the needed service.

5. The caller will be provided with general information regarding the ADRC as well as the ADRC Elder Helpline contact number.

6. The caller will be informed of the services and funding sources that they are being placed on the wait list for in CIRTS.

7. ADRC Contracted Provider will create a client record in CIRTS (if there is no existing record) and enter the services needed for the caller by funding source and service. [If there is an existing record in CIRTS, the appropriate fields will be updated].

8. If the ADRC Contracted Provider determines that the caller may qualify for more than one funding source, ADRC Contracted Provider is encouraged to enter the appropriate information under multiple

funding sources. [If there is an existing client record in CIRTS, the client record in CIRTS will be updated with appropriate information].

9. ADRC Contracted Provider will inform caller that they will receive a follow-up call (or home visit in case of active client) to check on their status based on DOEA Wait List Reassessment Standards and encourage caller to contact the ADRC Elder Helpline with any questions.

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Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Outsourced function - Triage

Creation Date: March 5, 2008

Revision Date: May 2012

Objective: To ensure that clients in need of DOEA funded services receive services based on the highest level of need, first, as funding becomes available.

Policy: To assist clients in obtaining DOEA funded services as funding becomes available, based on level of need as determined by a CIRTS priority score.

Procedure:

1. ADRC Contracted Provider will conduct periodic follow-up calls (or home visit in case of active client) to check on client status based on DOEA Wait List Reassessment Standards.

2. Based on the information provided via the 701A(B) assessment, the ADRC Contracted Provider will update the client information in CIRTS specifically as it pertains to level of need for services by funding source.

3. The ADRC Contracted Provider will ensure that the CIRTS prioritization score is accurately maintained, according to DOEA Standards.

4. If the caller is in need of a service(s) that is not provided by the ADRC Contracted Provider, the ADRC Contracted Provider will refer caller to the ADRC Elder Helpline utilizing the ADRC Referral Form and/or to an ADRC Contracted Provider that provides the needed service.

5. The caller will be informed of the services and funding sources that they remain on the wait list for and/or have been removed from the wait list for.

6. ADRC Contracted Provider will advise client of any change in their CIRTS priority score based on the updated information.

7. ADRC Contracted Provider will remind client of the ADRC Elder Help Line contact number and to contact the ADRC Elder Help Line with any questions or concerns.

8. As funding becomes available, ADRC Contracted Provider will run CIRTS Prioritization Report and activate clients according to DOEA Standards (refer to ADRC Client Activation Policies and Procedures). The Contracted Provider will apply targeting criteria, as appropriate, to prioritized clients to ensure activations meet programmatic requirements.

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Activation From Wait List – Clients/Services

Creation Date: March 5, 2008

Revision Date: May 2012

Objective: To ensure that elders in need of DOEA funded services in Miami-Dade and Monroe Counties and on the CIRTS wait list begin to receive services as funding becomes available.

Policy: ADRC will work with ADRC Contracted Providers to ensure that clients waiting for DOEA funded services begin to receive those services as funding becomes available.

Procedure:

1. ADRC Contracted Provider will activate clients on CIRTS wait list based on DOEA prioritization polices and funding availability.

2. ADRC Contracted Provider will update CIRTS status by funding source and service for any services being activated for the client using appropriate CIRTS codes.

3. Client may be left on wait list of a different funding source than the one being activated if ADRC Contracted Provider determines that it is appropriate.

4. Client may also be left on wait list in CIRTS if they are being activated by the ADRC Contracted Provider under a temporary non-DOEA funding source and ADRC Contracted Provider determines that the clients' need will persist after the temporary funding source is exhausted.

5. ADRC Contracted Provider will inform the client of any services/funding source that they are being activated for as well as those services and funding sources that they will continue to be wait listed for.

6. ADRC Contracted Provider will inform client to contact the ADRC Elder Helpline if they have any questions or concerns regarding the status of any of their services.

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Termination From Wait List – Clients/Services

Creation Date: March 5, 2008

Revision Date: May 2012

Objective: To ensure that the comprehensive list of clients in need of services in CIRTS is appropriately maintained by funding source and that the ADRC is thereby able to effectively gauge the current level of elder service need in Miami-Dade and Monroe Counties.

Policy: ADRC will maintain an accurate and current list of clients in need of elder services in Miami-Dade and Monroe Counties with the assistance of the ADRC Contracted Providers.

Procedure:

1. ADRC Contracted Provider will re-screen clients which the ADRC Contracted Provider initially placed on the CIRTS wait list for services based on DOEA Reassessment Standards.

2. The re-screening may be in the form of a phone screening or a home visit depending on the clients status (i.e. active/pending)

3. ADRC Contracted Provider will determine if the client is no longer in need (or eligible) for any of the services they were wait-listed for.

4. ADRC Contracted Provider will terminate the client from the wait list (entirely or by specific service) using the appropriate CIRTS termination code for any services or funding source for which the client is determined to no longer be eligible for or no longer in need of.

5. ADRC Contracted Provider will inform the client of any services/funding source that they are being removed from the wait list for.

6. ADRC Contracted Provider will inform client of their ability to be re-added to the wait list if their level of need should change.

7. ADRC Contracted Provider will inform client to contact the ADRC Elder Helpline if they have any questions or concerns regarding their wait list status.

8. Reference DOEA Notice of Instruction: Assessed Priority Consumer List#:062906-1-I-OVCS as applicable.

Aging and Disability Resource Center

Monthly Client Data Report Instructions

NOTE: All Service Providers are required to submit the Client Data Report on a monthly basis at the same time that they submit the Surplus Deficit Report and related expenditure plan to the Contract Manager.

Total # of Personal Contacts (Calls, Walk-ins, Mail, E-mails or Faxes): This is a count of all contacts during the reporting period from individuals seeking information, referral or assistance for themselves or others received by the ADRC, satellite office, any outsourced entity, or, to the extent possible, all access points with which the ADRC has an agreement. Contacts include telephone calls, walk-ins, mail, e-mails or faxes for the entire planning and service area. These are communications related to ADRC functions, including ADRC-related one-to-one outreach contacts when consumers are provided with information, referral or assistance for themselves or others. They do not include ADRC public education activities. Administrative and personal contacts are excluded. This number is not an unduplicated count. Documentation for the total count by type of contact and source receiving the contact must be maintained by the ADRC.

THE REST OF THE PAGE WAS LEFT BLANK INTENTIONALLY

ATTACHMENT H

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

The undersigned, an authorized representative of the Provider named in the contract or agreement to which this form is an attachment, hereby certifies that:

(1) The Provider understands that pursuant to s. 287.135 F.S., any company at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, that is on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Sector List (collectively, "the Lists") is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract pursuant to which funding is provided by the Department of Elder Affairs (Department) for goods or services of $1 million or more.

(2) The Provider understands that, pursuant to s. 287.135 F.S., any company that submits a false certification is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification.

(3) The Provider understands that the contract to which this form is an attachment may be terminated by the Alliance if the Provider submits a false certification or has been placed on the Lists.

This certification, required by Florida law, is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Graham — 12/22/2015

Signature — Date
(Same as contract signature)

Sr. Director, Social Services
Title

Monroe County Social Services
Company Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. TEJERADO
ASSISTANT COUNTY ATTORNEY
12/29/15
Date

AMENDMENT 004 Fully Executed **CONTRACT AA - 1529** ORIGINAL

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."

BACKUP

Net Increases from 2015 Awards, Carry Forward, and Internal Funds:

The purpose of this amendment is to make the following changes to the existing contract for IIIB additional funding. These funds are a combination of Recurring and Non-Recurring:

	IIIB Dollars	IIIE Dollars
→ Increase for Homemaker by	$912.81	
→ Increase for Personal Care by	$912.82	
→ Increase for Respite In-Facility by		$4,123.60
TOTAL INCREASE:	$1,825.63	$4,123.60

This amendment changes the total OAA contract funding from $456,558.00 to $462,507.23

The Budget Summary by Title for the whole Fiscal Year (January 01 - December 31, 2015) 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	$16,996.01
Older American Act Administration Title IIIC1 - Congregate Meals	U.S. Health and Human Services	93.045	$157,568.46
Older American Act Administration Title IIIC2- Home Delivered Meals	U.S. Health and Human Services	93.045	$225,998.04
Older American Act Administration Title III E-Caregiver Support Services	U.S. Health and Human Services	93.052	$59,730.74
Title III ES-Caregiver Support Services			$2,213.98
TOTAL FEDERAL AWARD			**$462,507.23**

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:

Service to be Provided	Service Unit Rate	Maximum Units of Service			Maximum Dollars
		Prior Units	Additional	Total	
CHORE IIIB	$22.00	292		292	$6,422.38
Homemaker/Psnal Care IIB	$22.00	370	83	453	$9,966.63
Screening & Assessment IIIB	$25.00	24		24	$607.00
Congregate Meals C1	$9.25	16,657		16,657	$154,080.46
Congregate Meals Screen C1	$20.00	96		96	$1,925.00
Nutrition Counseling Ind C1	$47.50	19		19	$926.00
Nutrition Education C1	$0.20	3,185		3,185	$637.00
Home Dlvd Meals Frozen C2	$6.00	34,776		34,776	$209,222.68
Home Dlvd Meals Hot C2	$6.00	1,845		1,845	$11,072.36
Nutrition Counseling Ind C2	$47.50	4		4	$190.00
Nutrition Education C2	$0.20	1,810		1,810	$362.00
Screening & Assessment C2	$25.00	206		206	$5,151.00
Respite In-Home IIIE	$20.00	999		999	$19,974.00
Respite In-Facility IIIE	$10.50	3,294	393	3,687	$38,712.74
Screening & Assessment IIIE	$25.00	42		42	1,044.00
CHORE IIIES	$22.00	101		101	2,213.98
CONTRACT TOTAL AS AMENDED					**$462,507.23**

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.

PROVIDER:

Monroe County Board of County Commissioners, Social Services/In-Home Services

SIGNED BY: Graham

NAME: Sheryl Graham

TITLE: Acting County Administrator

DATE: 10/28/2015

SIGNED BY: Heather Carruthers

NAME: Heather Carruthers

TITLE: MAYOR

DATE: November 17th, 2015

ALLIANCE FOR AGING, INC.

SIGNED BY: Kathleen Rothman for

NAME: Max B. Rothman, JD, LL.M.

TITLE: President & CEO

DATE: 10/30/15

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
LISA GRANGER
ASSISTANT COUNTY ATTORNEY
Date 11/4/15

MONROE COUNTY 1823 SEAL FLORIDA

KEVIN MADOK, CLERK
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/2016 Department: Social Services

Bulk Item: Yes X No ___ Staff Contact /Phone #: Sheryl Graham 305-292-4510

AGENDA ITEM WORDING: Approval of implementation for free countywide transportation on all Monroe County Transit vehicles for senior citizens aged 60 and over beginning February 1, 2016.

ITEM BACKGROUND: After a sounding board discussion at the November 17, 2015, BOCC meeting discussing the need for free transportation for senior citizens aged 60 and older, Mayor Kolhage brought an item (K-5) to the BOCC on December 9, 2015, for consideration of same.

PREVIOUS RELEVANT BOCC ACTION: Item K-5, BOCC on December 9, 2015 for free transportation for senior citizens aged 60 and older was APPROVED.

CONTRACT/AGREEMENT CHANGES: None

STAFF RECOMMENDATIONS: Approval

TOTAL COST: approx.. $15,000 **INDIRECT COST:** 0 **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $15,000 **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

Implementation Plan

• Signage posted throughout all MCT vehicles, notifying clients of free fare for 60 and older starting February 1, 2016.	Completed
• Age verification of all clients through new registration process	Ongoing through January and into the future
• Confirmation of age for all currently registered clients through current reservation process	Ongoing through January and into the future
• Education of all MCT staff regarding pending fare change	Ongoing through January
• Education of all Social Services staff regarding pending fare change	Ongoing through January
• Updating of all printed materials & website	Ongoing through January with release after BOCC approval
• Update manifests to reflect appropriate free rates	February 1, 2016 and ongoing

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Social Services

Bulk Item: Yes X No ___ Staff Contact Person: Sheryl Graham 292-4510

Graham 1/5/2016

AGENDA ITEM WORDING: 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 Commissioners (BOCC)/Monroe County Social Services/In Home Services.

ITEM BACKGROUND: Amendment #0001 was previously approved at the December 9, 2015 BOCC meeting as item C-15; however, DCF did not include the cover page summarizing the changes to the Contract which make up the Amendment. This summary page is the one page that DCF indicates needs to be signed by the Mayor, not the page that was actually signed by the Mayor after the December 9, 2015 meeting. Therefore, the Amendment #0001 page is being added to entire agreement, before Page 1, and brings the total number of pages to the contract to 47.

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted by the BOCC on 12/11/2014 for the Florida Department of Children and Families Standard Grant Agreement #KG070, Community Care for the Disabled Adults (CCDA), contract year FY15. Prior approval granted on 12/9/2015 of Item C-15 of Amendment #0001 to Contract #KG070.

CONTRACT/AGREEMENT CHANGES: Adding summary page prior to Page 1 of agreement.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST $226,065.50 **INDIRECT COST:** ___ **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $10% Cash Match **SOURCE OF FUNDS:** Grant Funds

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

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

DOCUMENTATION: Included X Not Required ___

DISPOSITION:_____ **AGENDA ITEM #**_____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Dept of Children & Families

Contract: KG070 Amendment #0001
Effective Date: 01/01/2016
Expiration Date: 12/31/2018

Contract Purpose/Description: 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 Commissioners (BOCC)/Monroe County Social Services/In Home Services.

Contract Manager: Sheryl Graham (305) 292-4510 Social Services #1
(Name) (Ext.) (Department/Stop #)

For BOCC meeting on 1/20/2016 1/5/2016 Agenda Deadline: 1/5/2016

CONTRACT COSTS

Total Dollar Value of Contract: approx. $226,065.50

Current Year Portion: $_____

Budgeted Yes ☐ No ☐ Account Codes: 125_-_6153715

_____-_____-_____-_____-_____

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
Director	1/5/2016	Yes ☐ No ☐	Sheryl Graham	1/5/2016
Risk Management	1.5.16	Yes ☐ No ☑		1.5.16
O.M.B./Purchasing	1/5/16	Yes ☐ No ☑		1/5/16
County Attorney	1/5/16	Yes ☐ No ☒		1/5/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

THIS AMENDMENT, entered into between the State of Florida, **Department of Children and Families**, hereinafter referred to as the **"Department,"** and **Monroe County Board of County Commissioners**, hereinafter referred to as the **"Provider,"** amends and restates **Contract No. KG070.**

The purpose of this Amendment #0001 is to replace the CF Standard Contract 2014, Exhibits A-F and Attachments 1-2 with the CF Standard Contract 2015, Exhibits A-F and Attachments 1-2. Furthermore, this amendment decreases the contract funding to align with the AOB; revises the Deliverables; adds required language pursuant to Section 215.971, F.S.; and corrects the additional financial consequences language.

1. The Department is amending the existing contract to incorporate the new CF Standard Integrated Contract 2015 and revised Exhibits A-F, and Attachments 1-2, as follows:

   1.1 **Pages 1-17, CF Standard Integrated Contract 2014, Inclusive of Exhibit A,** are hereby deleted in their entirety and **Pages 1-19, CF Standard Integrated Contract 2015, Inclusive of Exhibit A,** are inserted in lieu thereof, and attached hereto.

   1.2 The replacement of page 11 of the CF Standard Integrated Contract 2014 does not affect the original execution of this contract.

   1.3 **Pages 18-35, CF Integrated Contract 2014, Exhibits B-F,** are hereby deleted in their entirety and **Pages 20-39, CF *Integrated Contract 2015*, Exhibits B-F,** are inserted in lieu thereof, and attached hereto.

   1.4 **Pages 36-38, CF Integrated Contract 2014, Attachment 1, Finance and Compliance Audit (5/4/2015),** are hereby deleted in their entirety and **Pages 40-42, CF Integrated Contract 2015, Attachment 1, Finance and Compliance Audit (5/4/2015),** are inserted in lieu thereof, and attached hereto.

   1.5 **Pages 39-42, CF Integrated Contract 2014, Attachment 2, Health Insurance and Accountability Act (HIPAA),** are hereby deleted in their entirety and **Pages 43-46, CF Integrated Contract 2015, Attachment 2, Health Insurance and Accountability Act (HIPAA),** are inserted in lieu thereof, and attached hereto.

This amendment shall begin on **January 1, 2016** or the date on which the amendment has been signed by both parties, whichever is later. All provisions of the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment. All provisions of the contract not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment is hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this **forty-seven (47) page** amendment to be executed by their officials' thereunto duly authorized.

PROVIDER:
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____

NAME: Heather Carruthers

TITLE: Monroe County Mayor

DATE: _____

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED BY: _____

NAME: Bronwyn Stanford

TITLE: Regional Managing Director

DATE: _____

Federal ID Number: 59-6000 749

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Date 1/5/16

Contract No. KG070 Client ☒ Non-Client ☐

CFDA No. ____
CSFA No. 60.008

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the "Provider". The Department and Provider agree as follows:

*If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT.

1.1 Purpose and Contract Amount.

The Department is engaging the Provider for the purpose of **providing in-home Community Care for Disabled Adults (CCDA) services to all eligible permanently disabled adults aged 18-59 who are in need of assistance to maintain reasonably independent lives in the community in Monroe County and to prevent unnecessary institutionalization**, as further described in Section 2 hereof, payable as provided in Section 3 hereof, in an amount not to exceed **$226,065.50.**

1.2 Official Payee and Party Representatives.

a. The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:	**c.** The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:
Name: **Monroe County BOCC**	Name: **Debra Allan Kuhn**
Address: **500 Whitehead Street**	Address: **Contract Management Administrator**
	401 NW 2ns Avenue, Suite N-1007
City: **Key West** State:**FL** Zip Code:**33040**	City: **Miami** State: **FL** Zip Code: **33128**
Phone: **305-292-4500**	Phone: **786-257-5081**
Ext: **N/A**	Ext:
E-mail: **N/A**	E-mail: **debra.kuhn@myflfamilies.com**
b. The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:	**d.** The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:
Name: **Sheryl Graham**	Name: **Sheryl Graham**
Address: **1100 Simonton Street**	Address: **1100 Simonton Street**
City: **Key West** State:**FL** Zip Code:**33040**	City: **Key West** State:**FL** Zip Code:**33040**
Phone: **305-292-4510**	Phone: **305-292-4510**
Ext:	Ext:
E-mail: **graham-sheryl@monroecounty-fl.gov**	E-mail:**graham-sheryl@monroecounty-fl.gov**

Per section 402.7305(1)(a), F.S., the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.3 Effective and Ending Dates.

This Contract shall be effective on **January 1, 2015** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **January 1, 2015** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2018**, subject to the survival of terms provisions of Section 7.4 hereof.

☒ This Contract may not be renewed.

☐ This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, costs for the renewal may not be charged to this Contract.

☐ The renewal price(s) set forth in the bid, proposal, or reply are shown in Exhibit F__, subject to negotiation at renewal per section 287.057(13), Florida Statutes (F.S.).

☐ Not applicable.

1.4 Contract Document.

This Contract is composed of Sections 1 through 7 hereof, as well as Exhibits A through F and Attachments 1 through 2 and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

1.4.1 The definitions found in the Standard Contract Definitions, located at: http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 7 hereof, as provided therein.

1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

a. Exhibits A through F;
b. Any documents incorporated into any exhibit by reference;
c. This Standard Integrated Contract;
d. Any documents incorporated into this Contract by reference.
e. Attachments 1 through 2.

2. STATEMENT OF WORK.

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Except for advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. The Department's determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work.

The Scope of Work is described in Exhibit B.

2.2 Task List.

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3 Deliverables.

Deliverables shall be as described in Exhibit D.

2.4 Performance Measures.

2.4.1 Performance Measures for Acceptance of Deliverables. The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-3.

2.4.2 Minimum Performance Measures. To avoid contract termination, Provider's performance must meet the minimum performance standards set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS.

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1 hereof, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1 Method of Payment.

The Provider shall be paid in accordance with Exhibit F, Method of Payment and Invoices.

3.2 Invoices.

3.2.1 Generally. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

3.2.2 Final Invoice. The final invoice for payment shall be submitted to the Department no more than 45 days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.3 Financial Consequences.

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1 hereof. The parties agree that the penalties provided for under Section 6.1 hereof constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2.3 hereof and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.4 hereof, to the extent of such error.

3.4 Overpayments and Offsets.

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement.

3.5 MyFloridaMarketPlace Transaction Fee.

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE.

4.1 Compliance with Statutes, Rules and Regulations.

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in Exhibit A1, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 Independent Contractor, Subcontracting and Assignments.

4.2.1 In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

4.2.2 The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.2.3 The Provider shall not assign its responsibilities under this Contract to another party, in whole or part, without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest. No payment shall be made under this Contract to any factor or other person who has been assigned or transferred the right to receive payment in lieu of or on behalf of the Provider except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld.

4.2.4 The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

4.2.5 The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.2.6 The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

4.3 Provider Indemnity.

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

4.3.1 If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

4.3.2 Further, the Provider shall indemnify the Department for all costs and attorneys fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 5.3. hereof, including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.4 Insurance.

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

4.5 Notice of Legal Actions.

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Department's Contract Manager will be notified within 10 days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.6 Intellectual Property.

It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.6.1 If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.6.2 All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.7 Transition Activities.

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

4.8 Real Property.

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

4.9 Publicity.

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.10 Sponsorship.

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.11 Employee Gifts.

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.12 Mandatory Reporting Requirements.

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in Children and Families Operating Procedure (CFOP) 180-4, which can be obtained from the Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY.

5.1 Records, Retention, Audits, Inspections and Investigations.

5.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3 Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2 hereof.

5.1.4 These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 Code of Federal Regulations (CFR) s. 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.6 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.

5.1.7 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2 Inspections and Corrective Action.

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 6.2.3 hereof.

5.3 Provider's Confidential and Exempt Information.

5.3.1 By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider agrees that, upon written request of the Department, it shall promptly provide to the

Department a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2 Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 5.3.2.a. hereof.

a. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

b. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.a hereof. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.a. hereof, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.4 Health Insurance Portability and Accountability Act.

☐ The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. s.1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

☒ In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment 2 to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5 Confidential Client and Other Information. Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

5.6 Data Security. The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to Department data systems or maintain any client or other confidential information in electronic form:

5.6.1 An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.

5.6.2 The Provider shall provide the latest Departmental security awareness training to its staff who have access to departmental information.

5.6.3 All Provider employees who have access to Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

5.6.4 The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices.

5.6.5 The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential Departmental data.

5.6.6 The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, F.S. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Departmental data.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 5.6 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION.

6.1 Financial Penalties for Failure to Take Corrective Action.

6.1.1 In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

6.1.2 The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.3 Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

6.1.4 The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

6.2 Termination.

6.2.1 In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2 In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

6.2.3 In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

6.2.4 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract

terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

In the event of termination under Sections 6.2.1 or 6.2.2 hereof, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.3 Dispute Resolution.

Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 6.2 hereof.

All notices provided under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.d hereof by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

7. OTHER TERMS.

7.1 Governing Law and Venue.

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2 No Other Terms.

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3 Severability of Terms.

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4 Survival of Terms.

The parties agree that, unless a provision of this Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to the Department are intended to survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.

7.5 Modifications.

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6 Preferred Pricing Affidavit.

The Provider represents and warrants that the prices and terms for its services under this Contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within 90

days of Provider entering into a contract or contract amendment or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in this Contract, the Provider will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to this Contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective date of this Contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31st of each year during the term of this Contract attesting that the Provider is in compliance with this provision, as required by section 216.0113, F.S.

7.7 Anticompetitive Agreements.

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.8 Communications.

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

7.9 Accreditation.

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

7.10 Transitioning Young Adults.

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.11 DEO and Workforce Florida.

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.12 Purchases by Other Agencies.

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.13 Client Risk Prevention.

If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

7.14 Emergency Preparedness Plan

If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in

their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4 hereof.

IN WITNESS THEREOF, the parties hereto have caused this **46** page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Monroe County Board of County Commissioners

Signature:		**Signature:**	
Print/Type Name:	Heather Carruthers	**Print/Type Name:**	Bronwyn Stanford
Title:	Monroe County Mayor	**Title:**	Regional Managing Director
Date:		**Date:**	

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

STATE AGENCY 29 DIGIT FLAIR CODE: ____
Federal Tax ID # (or SSN): **59-6000749**

Provider Fiscal Year Ending Date: **09/30**.

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Sections 1 through 7, above, as provided herein:

SECTION 1: ENGAGEMENT, TERM AND CONTRACT DOCUMENT

N/A

SECTION 2: STATEMENT OF WORK.

N/A

SECTION 3: PAYMENT, INVOICE AND RELATED TERMS

N/A

SECTION 4: GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

N/A

SECTION 5: RECORDS, AUDITS AND DATA SECURITY

N/A

SECTION 6: PENALTIES, TERMINATION AND DISPUTE RESOLUTION

N/A

SECTION 7: OTHER TERMS

A-7.1. Program or Service Specific Terms

This contract falls under the Adult Protective Services Program (APS), Community Care for Disabled Adults (CCDA). Service specific terms used in this document are defined as follows:

A-7.1.1 Activities of Daily Living - Basic activities performed in the course of daily living, such as dressing, bathing, grooming, eating, using a commode or urinal, and ambulating around one's own home.

A-7.1.2 Adult Protective Services - Adult Protective Services is the State agency that provides funding for the CCDA program.

A-7.1.3 CCDA – Community Care for Disabled Adults.

A-7.1.4 Case Management - a client centered series of activities which includes planning, arrangement for and coordination of appropriate community-based services for an eligible Community Care for Disabled Adult client and is an approved service. It includes intake and referral, comprehensive assessment, development of a service plan, arrangement for service and monitoring of client's progress to assure the effective delivery of services and reassessment.

A-7.1.5 Client - Any person who is eligible and is at least eighteen (18) years through age fifty-nine (59), has one (1) or more permanent physical or mental limitations that restrict the client's ability to perform normal activities of daily living, and impede the client's capacity to live independently or with relatives or friends without the provision of community-based services.

A-7.1.6 Home Delivered Meals – Provision of meals delivered to the home for those who have difficulty shopping for groceries or preparing nutritious meals.

A-7.1.7 Homemaker Service - Performance of or assistance in accomplishing household tasks including housekeeping, meal planning and preparation, shopping assistance, and routine household activities by a trained homemaker.

A-7.1.8 Personal Care Services - Individual assistance with or supervision of essential activities of daily living, such as bathing, dressing, ambulating, supervision of self-administered medication, eating, and assistance with securing health care from appropriate sources. Personal care services shall not be construed to mean the provision of medical, nursing, dental or mental health services by the personal care service staff.

A-7.2. Fees

A-7.2.1 The case management provider will collect fees for services provided according to Rule 65C-2.007, F.A.C.

A.7.2.2 No fees shall be assessed other than those established by the Department. Fees collected in compliance with the department directives will be reinvested in a manner prescribed by the Department.

A-7.3. Policy and Procedures Manuals

Comprehensive Policy and Procedures Manuals must be developed and maintained by the provider. All manuals must include the specific requirements necessary to address accounting, purchasing, personnel and programmatic components of the agency's current business practices. All manuals should contain an overview page describing the purpose of the manual, a table of contents, numbered pages, be revised/updated regularly and should reflect approval (with date) by the board of directors (or designee).

EXHIBIT A1- STATE AND FEDERAL LAWS, RULES AND REGULATIONS RELATING TO PERFORMANCE

As provided in Section 4.1 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract, as they may be enacted or amended from time to time. Provider acknowledges that it is independently responsible for investigating and complying with all State and Federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the State and Federal laws, rules and regulations that may govern its performance under this Contract.

A1-1 Federal Law.

A1-1.1 If this Contract contains Federal Funds, the Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 45 CFR, Parts 74 and 92, and other applicable regulations.

A1-1.2 If this Contract contains $10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

A1-1.3 If this Contract contains over $100,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

A1-1.4 No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of $100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

A1-1.5 If this Contract contains Federal Funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

A1-1.6 Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employee assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

A1-1.7 If this Contract is with a sub-recipient of federal financial assistance, the Provider shall comply with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the "Super Circular"), Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200).

A1-2 Civil Rights Requirements. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

A1-3 Use of Funds for Lobbying Prohibited. The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

A1-4 Public Entity Crime and Discriminatory Contractors. Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate 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 the 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; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business 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.

A1-5 Whistleblower's Act Requirements. In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

A1-6 Public Records.

A1-6.1 As required by section 287.058(1)(c), F.S., the Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

A1-6.2 As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider 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, F.S., 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 Provider 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.

A1-7 Support to the Deaf or Hard-of-Hearing.

A1-7.1 Where direct services are provided, the Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

A1-7.2 If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the

month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.

A1-7.3 The Provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

A1-7.4 The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

A1-7.5 The Provider's Single-Point-of-Contact 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 customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice can be downloaded through the Internet at: http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters.

A1-7.6 The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

A1-7.7 If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

A1-7.8 The Department requires each contract/subcontract provider agency's direct service employees to complete Serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

A1-8 Client and Other Confidential Information. State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162,. 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

A1-9 PRIDE. Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

A1-10 Recycled Products. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

A1-11 Scrutinized Companies. If this Contract is for an amount of $1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

A1-12 Federal Funding Accountability and Transparency Act (FFATA). An act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

A1-12.1 FFATA 2006. The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes $25,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.

A1-12.2 Digital Accountability and Transparency Act (DATA)2014. An expansion of the FFATA 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

A1-13 Prompt Payment and Vendor Ombudsman. Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. Any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

A1-14 Timely Payment of Subcontractors. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

A1-15 Employment Screening

A1-15.1. The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

a. Employment history checks;

b. Fingerprinting for all criminal record checks;

c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

f. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

A1-15.2 The Provider shall sign an affidavit each State fiscal year for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

A1-15.3 The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract Provider Agency, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Department or a Contract Provider, or if that individual is being promoted, transferred or demoted within the Department or Agency."

A1-16 Human Subject Research. The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

A1-17 Coordination of Contracted Services. Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with Section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

- Name of each contracting State agency and the applicable office or program issuing the contract.
- Identifying name and number of the contract.
- Starting and ending date of each contract.
- Amount of each contract.
- A brief description of the purpose of the contract and the types of services provided under each contract.
- Name and contact information of each Contract Manager.

A1-18 State Policies. The Provider shall comply with the polices set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

See N/A for additional laws, rules and regulations affecting performance of this Contract.

EXHIBIT B - SCOPE OF WORK

B-1 Scope of Service

This is a forty-two month contract, pursuant to the Adult Protective Services Program established under the authority of sections 410.601-410.606, Florida Statutes, Chapter 65C-2, Florida Administrative Code (F.A.C.), and the annual appropriations act, with any proviso language or instructions to the Department, constituting the legal basis for services to be delivered through the Community Care for Disabled Adults Program. In addition, the Provider shall provide in-home services to all eligible permanently disabled adults ages 18-59 who are in need of assistance to maintain reasonably independent lives in the community in Monroe County.

B-2 Major Contract Goals

The goal of the Community Care for Disabled Adults (CCDA) Program is to prevent unnecessary institutionalization of disabled adults aged 18-59 through the provision of Case Management Services to coordinate such in-home community-based services as Homemaker Services, Personal Care Services and Home Delivered Meals. The program is designed to serve totally and permanently disabled persons who are not eligible for assistance from other programs and it fills the gap in the services for adults with disabilities.

B-3 Service Area/Locations/Times

The Provider for this service must be able to provide both coordination and delivery of in-home community-based services based on the identified days and times in the client care plan. If the Provider can only provide coordination, they must have the ability to coordinate with home health agencies to provide the delivery of in-home community-based services based on the days and times in the client care plan.

SERVICE	LOCATION	TIME
Case Management	Client's Home & Provider's Office	Determined by care plan
Home Delivered Meals	Client's Home	Determined by care plan
Homemaker	Client's Home	Determined by care plan
Personal Care	Client's Home	Determined by care plan

Details of the services to be provided under this contract and the negotiated parameters of those services are included in the descriptions and minimum requirements for each service listed in the "CFOP 140-8, Community Care for Disabled Adults Operating Procedures".

B-3.1 Changes in Location

The Provider must notify the Department of changes in the location of service delivery. Once the service delivery location is agreed upon, any proposed change must be presented in writing to the Contract Manager for approval, fifteen (15) working days prior to implementation of that proposed change. In the event of an emergency, temporary changes in location may necessitate waiver of this designated standard by the Region's program office. Such a waiver will take into consideration the continuity, safety, and welfare of the Department's clients, and is at the Department's sole discretion.

B-4 Clients to be Served

Adults with disabilities, age eighteen (18) through fifty-nine (59), who are no longer eligible to receive children's services and are not eligible for the Long Term Care Managed Care Program, may be served under the provisions of this contract.

B-5 Client Eligibility

B-5.1 Applicants must have one or more permanent physical or mental limitations, that restrict the ability to perform normal activities of daily living, as determined through the initial functional assessment and medical documentation of disability. Determination of a permanent disability must be established and evidenced in one of the following manners:

B.5.1.1 An applicant may present a check, award letter, or other proof showing receipt of Social Security Disability Income, or some other disability payment (e.g., Worker's Compensation); or

B.5.1.2 An applicant may present a written statement from a licensed physician, licensed nurse practitioner, or mental health professional, which meets the Region's criteria for evidence of a disability. This written statement must, at a minimum, include the applicant's diagnosis, prognosis, a broad explanation of level of functioning, and the

interpretation of need for services based on identified functional barriers caused by the applicant's disabling condition.

B5.2 Applicants must have an individual income at or below the prevailing MICP eligibility standard in order to receive free CCDA services.

B-5.3 Applicants with incomes above the standard will be assessed a fee for a share of the costs, or may be required to provide volunteer services in lieu of payment.

B-6 Client Determination

B-6.1 Clients will be assessed for eligibility determination, and prioritized for services by Department case management staff, in accordance with subsection 410.604 (2), Florida Statutes.

B-6.2 The Adult Protective Services Program Office will make the final determination of client eligibility and service authorization.

B-7 Equipment

The Provider will be responsible for supplying, at its own expense, all equipment necessary to perform under, conduct and complete the contract, including but not limited to computers, telephones, copier and fax machines, including supplies and maintenance, as well as needed office supplies.

B-8 Contract Limits

B-8.1 The total annual cost estimated or actual, for an individual receiving CCDA services, shall not exceed the average, annual general revenue portion of a Medicaid nursing home bed within the Regional area.

B-8.2 Clients must not be receiving comparable services from any other entity. In order to prevent duplication of services, client files must contain documentation verifying that all comparable community services and funding sources have been explored and exhausted.

B-8.3 To the extent that funds are available, the Provider will receive referrals for clients on whom the Human Service counselors have completed an Adult Services Screening for Consideration for Community Based Services.

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EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1 Service Tasks

C-1.1 Service Providers will ensure that appropriate community-based services are provided to clients in a manner designed to meet the client's changing needs, to assist the client in avoiding or reducing unnecessary dependence on the delivered service(s), and to increase the client's self-reliance.

C-1.1.1 Each CCDA client must receive case management services and at least one other CCDA In-Home service each month.

C-1.2 The community-based services that shall be performed under this contract, as defined in CFOP 140-8, Community Care for Disabled Adults Operating Procedures, which is incorporated by reference and available from the contract manager, include:

C-1.2.1 Case Management provides ongoing assessment of the client's needs, ongoing review of the care plan and the client's satisfaction with the services provided. Case Management consists of identifying, organizing, documenting, coordinating, monitoring and modifying services needed by the client. Case Management requires extensive knowledge of the existing service network and the skills and the willingness to seek out additional service options that may benefit the client. Case Management must maintain at a minimum, monthly telephone contact with the client to verify satisfaction and receipt of services; review the care plan in a face to face visit every three (3) months and if necessary, update the client's care plan and have an annual face to face visit with the client to complete the annual assessment and determine the client's functional status; satisfaction with services; changes in service needs and develop a new care plan. The Case Manager must clearly document in the case narrative the above scheduled visits to the client. The Case Manager may combine the quarterly visits with the monthly contact requirement.

C-1.2.1.1 A unit of service is one hour of elapsed time involved in the above-described case management activities.

C-1.2.2 Home Delivered Meals are hot or other appropriate, nutritionally sound meals that meet one-third of the Daily Recommended Dietary Allowances (RDA) served in the home to a disabled person who is homebound and at nutritional risk. Home delivered meals are for clients who have difficulty in shopping for groceries or preparing meals and have no caregiver capable of providing the services. A choice of meals from a menu provided in advance should be provided to the client. The meals should be appropriate for the client and they are satisfied with the meals.

C-1.2.2.1 A unit of service is one delivered meal.

C-1.2.3 Homemaker Service means the performance of or assistance in accomplishing specific home management duties including housekeeping, laundry, meal planning and preparation, shopping assistance, and routine household activities by a trained homemaker. With district/region approval, it may include the purchase of home and/or cleaning supplies needed for the delivery of services. Otherwise, clients are responsible for purchasing their own cleaning supplies. Time does not include time spent in transit to and from the client's place of residence except when providing shopping assistance, performing errands or other tasks on behalf of the client.

C-1.2.3.1 Aides providing Homemaker services must not engage in work that is not specified in the care plan; accept gifts from clients; lend or borrow money or articles from clients; handle money, unless authorized in writing by a supervisor or Case Manager (documented in the personnel file) and unless bonded or insured by the employer and transport clients, unless authorized in writing by a supervisor or Case Manager.

C-1.2.3.2 The unit of service is one hour (or quarter hour portion) of time spent in the provision of designated homemaker duties by a trained homemaker. It does not include time in transit to and from the client's place of residence except when providing shopping assistance, performing errands or other tasks on behalf of the client. If the service is to be provided to a couple, the unit of service must be assigned to either the eligible husband or wife, preferably the one who usually performs homemaking duties.

C-1.2.4 Personal Care means services to assist the disabled adult with bathing, dressing, ambulating, housekeeping, supervision, emotional security, eating, supervision of self-administered medications and assistance with securing health care from appropriate sources. Personal care services do not include medical services. Personal care services will not substitute for the care usually provided by a registered nurse, licensed practical nurse, therapist or home health aide. The personal care aide will not change sterile dressings, irrigate body cavities, administer medications or perform other activities prohibited by Chapter 59A-8, F.A.C.

C-1.2.4.1 A unit of service is one hour (or quarter hour) of elapsed time spent in providing designated personal care services by a qualified personal care aide.

C-1.2.5 Other parameters of services delivery, by type of service; are detailed in the "CFOP 140-8, Community Care for Disabled Adults Operating Procedures".

C-2 Administrative Tasks

C-2.1 Staffing Requirements

C-2.1.1 The Provider will meet the minimum staffing requirements for each service, as specified in CFOP 140-8, Community Care for Disabled Adults Operating Procedures.

C-2.1.2 The Provider will notify the Department, in writing, within thirty calendar (30) days whenever the Provider is unable, or expects to be unable to provide the required quality or quantity of service due to staff turnovers or shortages.

C-2.2 Professional Qualifications

The Provider will ensure that staff meets the professional qualifications for each service, as specified in the "CFOP 140-8, Community Care for Disabled Adults Operating Procedures".

C-2.3 Staff Changes

The Provider agrees to notify the Department's Contract Manager within two (2) working days if a key administrative position (e.g., executive director) becomes vacant. Planned staffing changes that may affect service delivery, as stipulated in this contract, must be presented in writing to the Contract Manager for approval at least ten (10) working days prior to the implementation of the change.

C-2.4 Subcontracting

This contract allows the Provider to subcontract for the provision of all services under this contract except Case Management, subject to the provisions of Section 4.2 of CF Integrated Contract 2015. **The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime contractor.**

C-2.5 Records and Documentation.

C-2.5.1 The Provider shall complete and submit the Reports as described in Section C-2.6.

C-2.5.2 Providers shall maintain information on each client served by this contract, which includes the following:

C-2.5.2.1 documentation of the client by name or unique identifier;

C-2.5.2.2 current documentation of eligibility for services;

C-2.5.2.3 dates of service provision, delivery and service billing;

C-2.5.2.4 information documenting the client's need to receive services;

C-2.5.2.5 information documenting the client's need for service increase;

C-2.5.2.6 the number of service units provided; and

C-2.5.2.7 all other forms or records necessary for program operation and reporting, as set forth by the Department

C-2.5.3 Case Management Provider individual client files shall contain the following:

C-2.5.3.1 a completed Adult Protective Services Client Assessment (not more than one [1] year old);

C-2.5.3.2 an Adult Protective Services Program Office approved CCDA Care Plan Services (**Exhibit C1**) (not more than [1] year old);

C-2.5.3.3 an Adult Protective Services Program Office approved Request for Approval of CCDA Care Plan Services Increase (when needed) (**Exhibit C2**);

C-2.5.3.4 a Department release of information form;

C-2.5.3.5 a copy of a completed Adult Services Information System (ASIS) printout;

C-2.5.3.6 documentation of the client's age, disability, and income;

C-2.5.3.7 a completed and scored copy of the Adult Services Screening for Consideration for Community Based Services; and

C-2.5.3.8 an ongoing, specific dated case narrative section.

C-2.5.4 Providers must ensure that all client records accurately match the invoices submitted for payment. Records must cross reference to each invoice for payment.

C-2.5.5 Providers must maintain documentation necessary to facilitate monitoring and evaluation by the Department.

C-2.5.6 The Case Management Provider must maintain documentation in the client's file that all comparable community services and funding sources have been explored and exhausted before using CCDA funding.

C-2.6 Reports (programmatic and to support payment)

Reports				
Report Title	**Reporting Frequency**	**Report Due Date**	**# of Copies Due**	**DCF Office to Receive Report**
Monthly Cumulative Summary Report	Monthly	25th day of each month immediately following the month being reported	One	Contract Manager
CCDA Performance Data Monthly Report	Monthly	25th day of each month immediately following the month being reported	One	Contract Manager
CCDA Performance Data Annual Report	Annually	30th day of the month following the end of each Fiscal Year Contract Period	One	Contract Manager
Invoice	Monthly	25th day of each month immediately following the month being reported	One	Contract Manager

Reports				
Report Title	**Reporting Frequency**	**Report Due Date**	**# of Copies Due**	**DCF Office to Receive Report**
Civil Rights Compliance Checklist	Annually	Within 30 days of contract execution and annually thereafter	One	Contract Manager
Proof of Liability Insurance	Annually	Within 30 days of contract execution and annually thereafter	One	Contract Manager
Support of the Deaf and Hard of Hearing as specified in Exhibit A-1, Section 7 of the 2014 Standard Contract	Monthly	5th business day of each month immediately following the report period	The Office of Civil Rights Form Site: https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html	E-Mail Verification Receipt from System to Contract Manager
Emergency Preparedness Plan	Annually	Within 30 days of contract execution and every July 1.	One	Contract Manager

C-2.6.1 Reporting requirements for this contract include:

C-2.6.1.1 The Monthly Cumulative Summary Report (**Exhibit C3**), if applicable. Regions will negotiate with the Provider on specific submission requirement criteria for these reports.

C-2.6.1.2 Providers of case management services agree to submit Monthly Cumulative Summary Reports, which include management program data (e.g., client identifiable data) to the Department, according to negotiated instructions provided by the Adult Protective Services Program Office.

C-2.6.1.3 The CCDA Performance Data Monthly Report (**Exhibit C4**) and the CCDA Performance Data Annual Report (**Exhibit C5**) verifying enrolled active clients and nursing home placement data.

C-2.6.1.4 In the event of early termination of this contract, the Provider will submit the final Monthly Cumulative Summary Report within forty-five (45) days after the contract is terminated.

C-2.6.1.5 **Acceptance of Reports:** Where the contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance in writing of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the contract. The Department, at its option, may allow additional time within which the Provider may remedy the objections noted by the Department or the opportunity to complete, make adequate, or acceptable, or declare the resulting contract to be in default.

C-3 Standard Contract Requirements. Provider will perform all acts required by Sections 4, 5 and 7 of the Standard Contract.

C-3.1 Provider Unique Activities

C-3.1.1 The Provider will be required to use volunteers to the fullest extent feasible in the provision of services and program operations. The Provider is required to train, supervise, and appropriately support all volunteers with insurance coverage.

C-3.1.2 The Provider will maintain an accurate and current active caseload list.

C-3.1.3 The Provider will maintain a current monthly billing ledger of all Provider claims submitted to the Department, including all corrected claims and adjustments to claims for services that were delivered to clients being served through this contract.

C-3.1.4 The Provider will notify the APS local office of all service terminations, service increase requests and monthly expenditure trends with regards to the terms of this contract.

C-3.1.5 The Provider will explain to each individual requesting consideration for CCDA services that the program maintains a centralized Waiting List on which the individual will be placed according to his or her score received through an Adult Protective Services Screening conducted by an Adult Protective Services Counselor.

C-3.1.6 The Provider shall provide to individuals requesting services a contact name and phone number to the nearest APS Regional Program Office.

C-3.2 Case Management Provider Unique Activities

C-3.2.1 The CCDA case management Provider will accept all referrals through the APS Regional Program Office.

C-3.2.2 The CCDA case management Provider will complete ongoing face-to-face assessments on all pre-screened individuals referred by the APS Regional Program Office for service consideration and program application, using the Adult Services Client Assessment, CF-AA 3019.

C-3.2.3 The CCDA case management Provider will maintain an accurate and current active caseload list.

C-3.2.4 The CCDA case management Provider will maintain a current monthly billing ledger of all Provider claims submitted to the Department, including all corrected claims and adjustments to claims for services that were delivered to consumers being served through this contract.

C-3.2.5 The CCDA case management agency will notify the APS local office of all service terminations, service increase requests and monthly expenditure trends with regards to the terms of this contract.

C-3.2.6 The CCDA case management Provider will explain to each individual requesting consideration for CCDA services that the program maintains a centralized Waiting List on which the individual will be placed according to their score received through an Adult Protective Services Screening.

C-3.2.7 The CCDA case management Provider shall provide to individuals requesting services a contact name and phone number to the APS Regional Program Office.

C-3.3 Coordination with Other Providers/Entities

The CCDA case management Provider must coordinate, as necessary, with the Agency for Persons with Disabilities, the Department of Children and Families, the Department of Education, the Department of Elder Affairs and the Department of Health to serve those clients who are eligible for services through two (2) or more service delivery continuums.

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EXHIBIT C1
CCDA CARE PLAN SERVICES

CCDA CARE PLAN SERVICES

CLIENT NAME: _____

SOCIAL SECURITY #: _____

GOAL (check all goals that apply):

☐1. Self Support ☐2. Prevent abuse/neglect/exploitation ☐3. Prevent institutionalization
☐4. Institutionalization ☐5. Personal goals ☐6. Other: _____

CASE MANAGER: _____

DATE OF INITIAL CARE PLAN: _____

CARE PLAN REVIEW DATE (initial for each Review):

_____ _____ _____ _____
_____ _____ _____ _____

Problems			Desired Outcomes	Service and Provider (Formal and Informal)	Pattern of Delivery (Frequency & Duration)		Date Service Began (B) Ended (E)	Date Problem Resolved (RS) Revised (RV)
No.	Date	Problem			Need	Actual		

This Care Plan has been discussed with me (client) and/or significant family members or friends and I accept the services described in the plan. (For Medicaid Waiver Clients, also read) I accept the service described and discussed with me in this Care Plan instead of nursing home Placement.

CLIENT/RESPONSIBLE PARTY: _____ DATE: _____

CASE MANAGER: _____ DATE: _____

EXHIBIT C2
REQUEST FOR APPROVAL OF CCDA CARE PLAN SERVICES INCREASE

Part I: Recipient Information

Name: Last name, first name, middle name or initial	Date of birth:
Social security number:	Medicaid/Medicare Medical assistance number:
Current Address: County:	Address where services will be received: County:
Status (Transfer/Existing): If individual is a transfer, indicate originating district/agency: If individual is an existing consumer with your agency, indicate current monthly authorized units of service by service type(s): Medicaid waiver eligibility date: _____	Describe reason for service funding increase. An Adult Services client reassessment was completed on _____ by _____ and respective revised care plan revisions made on _____ by _____ , to reflect that this Recipient is justifiably in need of increased Service(s) based on (check all situations which apply): ☐ Failing Support System ☐ Decrease in Functional Capacity ☐ Rapidly Deteriorating Health

Provider Information

Agency name:	Agency contact person:
Agency address:	Phone: _____ Fax: _____ E-mail address:

Part II: Summary of Recipient's Presenting Situation. (Refer to form instructions for details about the type of information required here. Use the space below or include attachment.)

Part III: Proposed New Service Request. (Please indicate the new care plan services being requested and the corresponding, anticipated service start dates.)

Service	Anticipated st	Service	Anticipated start date

Part IV: Specific Description of Proposed New Service(s) As Tailored To Meet Recipient's Need. (Refer to the form instructions for details about the type of information required here. Use the space below or include attachment.)

Part V: Cost Detail for Proposed New Care Plan Service(s).

A. Attach a Cost Detail page for each service requested in Part III. Each Cost Detail page should reflect the total annual cost of serving the consumer for that service type.

Part VI: Care Plan Modification of Number of Service Units. The Budget Entity Team will not consider authorization to increase service unit quantity of an authorized service on a Recipient's care plan for any of the following documented reasons unless this section is accurately and fully completed.

[To justify unit service rates, please present comparative information: unit rate quotes from a minimum of three other service agencies providing this same service within a ten mile radius; reasons for choosing this specific vendor; a statement attesting to the fact that selected vendor is a sole source provider of this service in this geographic area, etc. Attach information as necessary (e.g., agency administrative costs, your agency salary scale, etc.). Refer to the form instructions.]

☐ Failing Support System: List proposed add-on number of monthly service units by service component with annualized service costs projected to safely maintain Recipient at home and to ameliorate this risk factor.

☐ Decrease in Functional Capacity: List proposed add-on number of monthly service units by service component with annualized service costs projected to safely maintain Recipient at home and to ameliorate this risk factor.

☐ Rapidly Deteriorating Health: List care plan add-on number of monthly service units by service component with annualized service costs projected to safely maintain Recipient at home and to ameliorate this risk factor.

Part VII. Signatures. (Please note: Final approval of all requests for Care Plan increases rest with the Budget Entity Team. Providers will receive an Award Letter from the Budget Entity Team (or one of its members) when the plan has been approved.)

Provider Agency: (Signature indicates that the information presented in this Request for Care Plan Services Increase and attachments are accurate and complete.)	Date:
Recipient/Representative: (Signature indicates that the Recipient/Representative has reviewed the Request for Care Plan Services Increase and attachments.)	Date:
District/Regional Program Staff: (Signature indicates that the district/regional program staff and provider have agreed upon the services to be funded.)	Date:
District/Regional Adult Services Program Director: (Signature indicates district/regional approval of the Service Funding Plan.)	Date:

EXHIBIT C3
CCDA MONTHLY CUMULATIVE SUMMARY REPORT

CCDA MONTHLY CUMULATIVE SUMMARY REPORT

REPORT MONTH: _____
DCF CIRCUIT/REGION: _____
PROVIDER NAME: _____

ANNUAL ALLOCATION: _____

	Recipient Name	ID #	CCDA Service Received (one line per service)	Date(s) of Service (by service)	Monthly # Units Billed (per service)	Cost Per Unit (by service)	Total Monthly Costs Billed (by service)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
				TOTAL MONTHLY ALLOCATION EXPENDITURES			_____

PROVIDER BILLING FOR SERVICES DELIVERED TO DCF COMMUNITY CARE FOR DISABLED ADULTS CONSUMERS

Person Completing This Report _____ Date _____

(Name and Position Title)

REPORT DUE TO THE DISTRICT THE 30TH DAY OF THE MONTH IMMEDIATELY FOLLOWING THE MONTH BEING REPORTED ON

Provider End Balance: _____
Circuit/Region End Balance: _____

EXHIBIT C4
PERFORMANCE DATA MONTHLY REPORT

Agency/County Reporting _____

Reporting Month/Year _____/_____

CCDA Active Clients_____
CCDA Client YTD _____
CCDA Unduplicated YTD _____
CCDA Waiting List YTD _____

Monthly Nursing Home Placements_____
Nursing Home placements YTD_____

Prepared By:_____ Date:_____

Phone Number:_____

DUE THE 25TH OF EACH MONTH

EXHIBIT C5
PERFORMANCE DATA ANNUAL REPORT

Agency/County Reporting _____

Reporting Fiscal Year _____

CCDA Active Clients at the end of the Fiscal Year _____
CCDA Unduplicated Clients at the end of the Fiscal Year _____

Nursing Home Placements at the end of the Fiscal Year _____

Prepared By:_____ Date:_____

Phone Number:_____

DUE THE 30TH OF THE MONTH FOLLOWING THE END OF THE FISCAL YEAR OR CONTRACT

EXHIBIT D – DELIVERABLES

D-1 Service Units. A Service Unit is defined in CFOP 140-8, Community Care for Disabled Adults Operating Procedures, and described in Sections C-1.2.

D-1.1 The following services are available to all CCDA clients if required in the client's care plan.

SERVICES	UNIT
Case Management	1 hour
Home Delivered Meals	1 meal delivered
Homemaker	1 hour
Personal Care	1 hour

D-2 Service Targets

D-2.1 Service provision is based upon the individual needs of the clients as detailed in each clients' care plan and is therefore variable. Each client must receive case management services and one additional in-home service each month.

D-3 Performance Measures for Acceptance of Deliverables. Failure to comply with the following provisions will result in additional financial consequences detailed in Section **F-4.**

D-3.1 At a minimum, every client shall receive case management services and one additional CCDA In-Home service monthly.

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 Minimum Performance Measures

E-1.1 Ninety percent (90%) of active clients with disabilities receiving services will not be placed in a nursing home by the end of the contract period.

E-1.2 One-hundred percent (100%) of active clients who are suspected of being a victim of abuse, neglect or exploitation will be reported to the Abuse Hotline and an incident report will be sent to the Case Manager and copied to the Adult Protective Services Specialist and Contract Manager.

E-1.3 One-hundred percent (100%) of active clients served through this contract will be provided case management and at least one other CCDA in-home service each month.

E-2 DESCRIPTION OF PERFORMANCE MEASUREMENT TERMS

Placed - The result of an assessment of an individual who is no longer able to remain in their present place of residence. (To place a client involves preparation for and follow up of moving a client into a more restrictive alternative living environment).

E-3 PERFORMANCE EVALUATION METHODOLOGY

The calculation of the performance standards shall be determined annually for each Fiscal Year (FY) within the contract period. For any and all performance measures suggested in the proposal, the following format shall be used:

E-3.1 For the measure in Section E-1.1, the percentage of completion that meets standards will be determined by dividing the number of active clients not admitted to a nursing home by the total number of active clients receiving services.

$$\text{Numerator / Denominator} = \frac{\text{\# of Active Clients Not Admitted to A Nursing Home}}{\text{Total \# of Active Clients Receiving Services}} = 90\%$$

E-3.2 For the measure in Section E-1.2, the percentage of completion that meets standards will be determined by dividing the number of active clients reported to the Abuse Hotline by the total number of active clients suspected of being abused, neglected or exploited.

$$\text{Numerator / Denominator} = \frac{\text{\# of Active Clients Reported to the Abuse Hotline}}{\text{Total \# of Active Clients Suspected of Being Abused, Neglected or Exploited}} = 100\%$$

E-3.3 For the measure in Section E-1.3, the percentage of completion that meets standards will be determined by dividing the number of active clients receiving case management and at least one other CCDA in-home service each month by the total number of active clients receiving services each month.

$$\text{Numerator / Denominator} = \frac{\text{\# of Active Clients Receiving Case Management And At Least One Other CCDA In-Home Service Each Month}}{\text{Total \# of Active Clients Receiving Services Each Month}} = 100\%$$

E-4 Performance Standards Statement

E-4.1 By execution of this contract the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards as negotiated with the Department and shall be bound by the conditions set forth in the contract. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed 6 months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances.

E-4.2 The Department may conduct random surveys or contract with an outside entity to conduct random or structured surveys during the term of the contract to gauge a variety of factors including client satisfaction, location, Provider responsiveness, professionalism, and cultural and linguistic accommodations.

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EXHIBIT F - METHOD OF PAYMENT

F-1 Payment Clause

F-1.1 This is a fixed price (unit cost) contract. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed **$226,065.50**, subject to the availability of funds. The annual contract totals shall be, **$40,866.50** for **State Fiscal Year 2014-2015; $61,733.00** for **State Fiscal Year 2015-2016; $61,733.00** for **State Fiscal Year 2016-2017**, and **$61,733.00** for **State Fiscal Year 2017-2018** subject to the availability of funds.

F-1.1.1 Pursuant to section 215.971, F. S., as a recipient or subrecipient of federal or state financial assistance, the Provider may expend funds only for allowable costs resulting from obligations incurred from January 1, 2015 through June 30, 2018.

F-1.1.2 Pursuant to section 215.971, F. S., any balance of unobligated funds which has been advanced or paid must be refunded to the Department.

F-1.1.3 Pursuant to section 215.971, F. S., any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of this contract must be refunded to the Department.

F-1.2 The Department shall make payments to the Provider for the provision of services at the units and rates shown below, in accordance with the client's care plan. A Service Unit is defined in CFOP 140-8, Community Care for Disabled Adults Operating Procedures, and listed in Sections C-1.2 and D-1.

SERVICES	UNIT	RATE
Case Management	1 hour	$50.96
Home Delivered Meals	1 meal delivered	$6.33
Homemaker	1 hour	$23.47
Personal Care	1 hour	$23.25

F-1.3 The Provider agrees to provide local matching funds in the amount of **$4,590.00** for **State Fiscal Year 2014-2015; $6,858.89** for **State Fiscal Year 2015-2016;** of **$6,858.89** for **State Fiscal Year 2016-2017** and of **$6,858.89** for **State Fiscal Year 2017-2018,** totaling **$25,166.67** for the contract period.

F-1.5 Cash or in kind resources may be used to meet this match requirement.

F-2 Invoice Requirements

F-2.1 The Provider shall request payment through submission of a properly completed Invoice (**Exhibit F1**), within **twenty-five (25)** days following the end of the month for which payment is being requested. The Provider shall submit to the Contract Manager an original Invoice (**Exhibit F1**), along with supporting documentation as previously identified in **Paragraph C-2.6.1 and Paragraph C-2.6.3**. Payment due under this contract will be withheld until the Department has confirmed delivery of negotiated services.

F-2.2 Payments may be authorized only for service units on the invoice which are in accordance with the above list and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

F-3 Other Payment Consequences

F-3.1 It is expressly understood by the Provider that any payment due the Provider under the terms of this contract may be withheld pending the receipt and approval by the Department of all financial and program reports due from the Provider as

a part of this contract and any adjustments thereto. Requests for payment, which cannot be documented with supporting evidence, will be returned to the Provider upon inspection by the Department.

F-3.2 The Provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the dates the services were provided so that an audit trail documenting service provision can be maintained.

F-4 Refer to Exhibit F2 - Additional Financial Consequences

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EXHIBIT F1

MONTHLY REQUEST FOR PAYMENT AND EXPENDITURE REPORT

DEPARTMENT OF CHILDREN AND FAMILIES
OFFICE OF ADULT SERVICES
MONTHLY REQUEST FOR PAYMENT AND EXPENDITURE REPORT

PROVIDER FED. ID # _____

NAME AND MAILING ADDRESS OF PAYEE:

CONTRACT AMNT.:_____
REIMBURSEMENT YTD.:_____
CONTRACT BALANCE:_____
DATE:_____
CONTRACT #:_____

PERIOD OF SERVICE PROVISION:_____

Name of Service or Description of Materials	Units/ Quantity	Amount Per Unit/ Episode	Total Amount Due
Less Any Financial Consequences as per Section F2.1			
		Total Payment Requested	

Total Match Required for Contract:_____

		This Month	YTD
Local Cash Match			
Local In-Kind			
Total Deductions			
Remaining Match Balance			

Signature of Preparer:_____ Date Completed:_____

Approved By:_____ Title:_____

* If this invoice is for a fixed price contract, the request for payment will be determined by dividing the length of the contract into the contracted amount (example: $12,000 [allocation] divided by 12 months [the length of the contract] = $1,000 payment request). On a cost reimbursement contract, the payment request will be the monthly request expense.

CHILDREN AND FAMILIES USE ONLY

Date Invoice Received:_____
Approved By:_____ Date:_____

ORG	EO	OBJ	DESC.	AMNT.	OCA	

EXHIBIT F2 – ADDITIONAL FINANCIAL CONSEQUENCES

F2.1 The following financial consequences apply in addition to the Other Payment Consequences provided in Section F-3 of this Contract. The following payment adjustments are detailed below for noncompliance with the Performance Measures in Exhibit E-1.

	Performance Measures	Non-Compliance Trigger	Financial Consequence	Payment Adjustment Applicable Timeframe
1	Ninety percent (90%) of active clients with disabilities receiving services will not be placed in a nursing home by the end of the contract period.	<90%	2% of total contract award expended	Funds will be returned to the Department within 30 days of being notified by the Adult Protective Services Program Office of non-compliance.
2	One-hundred percent (100%) of active clients who are suspected of being a victim of abuse, neglect or exploitation will be reported to the Abuse Hotline and an incident report will be sent to the case manager and copied to the Adult Protective Services Specialist & Contract Manager.	<100%	2% of total contract award expended	Funds will be returned to the Department within 30 days of being notified by the Adult Protective Services Program Office of non-compliance.
3	One-hundred percent (100%) of active clients served through this contract will be provided case management and at least one other CCDA in-home service monthly.	<100%	10% reduction of the amount of each client's total monthly charges who do not receive at least one case management contact and at least one other CCDA in-home service monthly.	To be deducted from the reporting month invoice when the non-compliance occurred.

F2.2 Failure of the Provider to perform under the terms of the contract and pursuant to Chapter 201-154, Laws of Florida and section 215.971(1)(c), Florida Statues, shall result in a financial penalty being assess on the Grantee. The Department, after determining the absence of mitigating circumstances, shall assess a penalty as outlined above.

F2.2 When notified of noncompliance or pending financial consequences, the Provider's representative shall attest to and document the adverse circumstances beyond the Provider's control to the regional contract manager.

F2.4 The Provider shall provide the reasons for the noncompliance, demonstrate that the issue has been corrected as quickly as reasonably possible and detail the steps that the Provider has put into place to avoid a future recurrence of the noncompliance. In addition, when applicable, the Provider shall demonstrate that any error in reporting of a measure was inadvertent and detail the steps that the Grantee has put into place to ensure accurate reporting.

F2.5 Receipt of the attestation by the regional contract manager does not constitute acceptance of the attestation. It is specifically agreed by the parties that written acceptance by the regional contract manager of the sufficiency of the adverse circumstances beyond the Provider's control is a condition of agreeing to waive any or all of the Financial Consequences provided for hereunder.

ATTACHMENT 1

FINANCE AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (also known as the OMB Uniform Guidance), Section 200.500- 200.521 and Section 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Uniform Guidance, Section 200.331, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Uniform Guidance, Section 200.500-200.521, as revised.

In the event the recipient expends $500,000 *($750,000 for fiscal years beginning on or after December 26, 2014)* or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB 133 Uniform Guidance, Section 200.500-200.521, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Uniform Guidance, Section 200.500-200.521, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Uniform Guidance, Section 200.500-200.521, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508 of OMB Uniform Guidance, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

CF 1120 (5/4/2015)

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends $500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted 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. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, 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.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (1 copy)

B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: HQW.IG.Single.Audit@myflfamilies.com

C. Reporting packages for audits conducted in accordance with Uniform Guidance, Section 200.500-200.521, as revised, and required by Part I of this agreement shall be submitted, when required by Section 200.512 (d), OMB Uniform Guidance, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

http://harvester.census.gov/fac/collect/ddeindex.html
and other Federal agencies and pass-through entities in accordance with Section 200.512 (e), OMB Uniform Guidance, as revised.

CF 1120 (5/4/2015)

D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with OMB Uniform Guidance, Section 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department 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 or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

ATTACHMENT 2
HEALTH INSURANCE AND ACCOUNTABILITY ACT (HIPPA)

This exhibit contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function , activity, service , other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;

2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

Backup

Contract No. KG070, Amendment 001
CFDA No. ____
CSFA No. 60.008

Client ☒ Non-Client ☐

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the "Provider". The Department and Provider agree as follows:

*If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT.

1.1 Purpose and Contract Amount.

The Department is engaging the Provider for the purpose of **providing in-home Community Care for Disabled Adults (CCDA) services to all eligible permanently disabled adults aged 18-59 who are in need of assistance to maintain reasonably independent lives in the community in Monroe County and to prevent unnecessary institutionalization**, as further described in Section 2 hereof, payable as provided in Section 3 hereof, in an amount not to exceed **$226,065.50**.

1.2 Official Payee and Party Representatives.

a. The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:
Name: **Monroe County BOCC**
Address: **500 Whitehead Street**
City: **Key West** State:**FL** Zip Code:**33040**
Phone: **305-292-4500**
Ext: **N/A**
E-mail: **N/A**

b. The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:
Name: **Sheryl Graham**
Address: **1100 Simonton Street**
City: **Key West** State:**FL** Zip Code:**33040**
Phone: **305-292-4510**
Ext:
E-mail: **graham-sheryl@monroecounty-fl.gov**

c. The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:
Name: **Debra Allan Kuhn**
Address: **Contract Management Administrator**
401 NW 2nd Avenue, Suite N-1007
City: **Miami** State: **FL** Zip Code: **33128**
Phone: **786-257-5081**
Ext:
E-mail: **debra.kuhn@myflfamilies.com**

d. The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:
Name: **Sheryl Graham**
Address: **1100 Simonton Street**
City: **Key West** State:**FL** Zip Code:**33040**
Phone: **305-292-4510**
Ext:
E-mail:**graham-sheryl@monroecounty-fl.gov**

Per section 402.7305(1)(a), F.S., the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.3 Effective and Ending Dates.

This Contract shall be effective on **January 1, 2015** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **January 1, 2015** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2018**, subject to the survival of terms provisions of Section 7.4 hereof.

☒ This Contract may not be renewed.

☐ This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, costs for the renewal may not be charged to this Contract.

☐ The renewal price(s) set forth in the bid, proposal, or reply are shown in Exhibit F__, subject to negotiation at renewal per section 287.057(13), Florida Statutes (F.S.).

☐ Not applicable.

1.4 Contract Document.

This Contract is composed of Sections 1 through 7 hereof, as well as Exhibits A through F and Attachments 1 through 2 and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

1.4.1 The definitions found in the Standard Contract Definitions, located at: http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 7 hereof, as provided therein.

1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

a. Exhibits A through F;
b. Any documents incorporated into any exhibit by reference;
c. This Standard Integrated Contract;
d. Any documents incorporated into this Contract by reference.
e. Attachments 1 through 2.

2. STATEMENT OF WORK.

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Except for advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. The Department's determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work.

The Scope of Work is described in Exhibit B.

2.2 Task List.

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3 Deliverables.

Deliverables shall be as described in Exhibit D.

2.4 Performance Measures.

2.4.1 Performance Measures for Acceptance of Deliverables. The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-3.

2.4.2 Minimum Performance Measures. To avoid contract termination, Provider's performance must meet the minimum performance standards set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS.

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1 hereof, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1 Method of Payment.

The Provider shall be paid in accordance with Exhibit F, Method of Payment and Invoices.

3.2 Invoices.

3.2.1 Generally. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

3.2.2 Final Invoice. The final invoice for payment shall be submitted to the Department no more than 45 days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.3 Financial Consequences.

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1 hereof. The parties agree that the penalties provided for under Section 6.1 hereof constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2.3 hereof and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.4 hereof, to the extent of such error.

3.4 Overpayments and Offsets.

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement.

3.5 MyFloridaMarketPlace Transaction Fee.

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE.

4.1 Compliance with Statutes, Rules and Regulations.

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in Exhibit A1, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 Independent Contractor, Subcontracting and Assignments.

4.2.1 In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

4.2.2 The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.2.3 The Provider shall not assign its responsibilities under this Contract to another party, in whole or part, without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest. No payment shall be made under this Contract to any factor or other person who has been assigned or transferred the right to receive payment in lieu of or on behalf of the Provider except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld.

4.2.4 The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

4.2.5 The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.2.6 The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

4.3 Provider Indemnity.

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

4.3.1 If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

4.3.2 Further, the Provider shall indemnify the Department for all costs and attorneys fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 5.3. hereof, including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.4 Insurance.

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

4.5 Notice of Legal Actions.

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Department's Contract Manager will be notified within 10 days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.6 Intellectual Property.

It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.6.1 If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.6.2 All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.7 Transition Activities.

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

4.8 Real Property.

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

4.9 Publicity.

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.10 Sponsorship.

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.11 Employee Gifts.

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.12 Mandatory Reporting Requirements.

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in Children and Families Operating Procedure (CFOP) 180-4, which can be obtained from the Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY.

5.1 Records, Retention, Audits, Inspections and Investigations.

5.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3 Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2 hereof.

5.1.4 These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 Code of Federal Regulations (CFR) s. 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.6 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.

5.1.7 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2 Inspections and Corrective Action.

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 6.2.3 hereof.

5.3 Provider's Confidential and Exempt Information.

5.3.1 By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider agrees that, upon written request of the Department, it shall promptly provide to the

Department a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2 Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 5.3.2.a. hereof.

a. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

b. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.a hereof. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.a. hereof, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.4 Health Insurance Portability and Accountability Act.

☐ The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. s.1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

☒ In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment 2 to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5 Confidential Client and Other Information. Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

5.6 Data Security. The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to Department data systems or maintain any client or other confidential information in electronic form:

5.6.1 An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.

5.6.2 The Provider shall provide the latest Departmental security awareness training to its staff who have access to departmental information.

5.6.3 All Provider employees who have access to Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

5.6.4 The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices.

5.6.5 The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential Departmental data.

5.6.6 The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, F.S. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Departmental data.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 5.6 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION.

6.1 Financial Penalties for Failure to Take Corrective Action.

6.1.1 In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

6.1.2 The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.3 Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

6.1.4 The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

6.2 Termination.

6.2.1 In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2 In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

6.2.3 In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

6.2.4 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract

terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

In the event of termination under Sections 6.2.1 or 6.2.2 hereof, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.3 Dispute Resolution.

Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 6.2 hereof.

All notices provided under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.d hereof by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

7. OTHER TERMS.

7.1 Governing Law and Venue.

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2 No Other Terms.

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3 Severability of Terms.

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4 Survival of Terms.

The parties agree that, unless a provision of this Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to the Department are intended to survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.

7.5 Modifications.

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6 Preferred Pricing Affidavit.

The Provider represents and warrants that the prices and terms for its services under this Contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within 90

days of Provider entering into a contract or contract amendment or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in this Contract, the Provider will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to this Contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective date of this Contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31st of each year during the term of this Contract attesting that the Provider is in compliance with this provision, as required by section 216.0113, F.S.

7.7 Anticompetitive Agreements.

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.8 Communications.

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

7.9 Accreditation.

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

7.10 Transitioning Young Adults.

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.11 DEO and Workforce Florida.

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.12 Purchases by Other Agencies.

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.13 Client Risk Prevention.

If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

7.14 Emergency Preparedness Plan

If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in

their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4 hereof.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Monroe County Board of County Commissioners		**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**	
Signature:		**Signature:**	
Print/Type Name:	Heather Carruthers	**Print/Type Name:**	Bronwyn Stanford
Title:	Monroe County Mayor	**Title:**	Regional Managing Director
Date:		**Date:**	

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

STATE AGENCY 29 DIGIT FLAIR CODE: ____
Federal Tax ID # (or SSN): **59-6000749**

Provider Fiscal Year Ending Date: **09/30**.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
ASSISTANT COUNTY ATTORNEY
Date

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Sections 1 through 7, above, as provided herein:

SECTION 1: ENGAGEMENT, TERM AND CONTRACT DOCUMENT

N/A

SECTION 2: STATEMENT OF WORK.

N/A

SECTION 3: PAYMENT, INVOICE AND RELATED TERMS

N/A

SECTION 4: GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

N/A

SECTION 5: RECORDS, AUDITS AND DATA SECURITY

N/A

SECTION 6: PENALTIES, TERMINATION AND DISPUTE RESOLUTION

N/A

SECTION 7: OTHER TERMS

A-7.1. Program or Service Specific Terms

This contract falls under the Adult Protective Services Program (APS), Community Care for Disabled Adults (CCDA). Service specific terms used in this document are defined as follows:

A-7.1.1 Activities of Daily Living - Basic activities performed in the course of daily living, such as dressing, bathing, grooming, eating, using a commode or urinal, and ambulating around one's own home.

A-7.1.2 Adult Protective Services - Adult Protective Services is the State agency that provides funding for the CCDA program.

A-7.1.3 CCDA – Community Care for Disabled Adults.

A-7.1.4 Case Management - a client centered series of activities which includes planning, arrangement for and coordination of appropriate community-based services for an eligible Community Care for Disabled Adult client and is an approved service. It includes intake and referral, comprehensive assessment, development of a service plan, arrangement for service and monitoring of client's progress to assure the effective delivery of services and reassessment.

A-7.1.5 Client - Any person who is eligible and is at least eighteen (18) years through age fifty-nine (59), has one (1) or more permanent physical or mental limitations that restrict the client's ability to perform normal activities of daily living, and impede the client's capacity to live independently or with relatives or friends without the provision of community-based services.

A-7.1.6 Home Delivered Meals – Provision of meals delivered to the home for those who have difficulty shopping for groceries or preparing nutritious meals.

A-7.1.7 Homemaker Service - Performance of or assistance in accomplishing household tasks including housekeeping, meal planning and preparation, shopping assistance, and routine household activities by a trained homemaker.

A-7.1.8 Personal Care Services - Individual assistance with or supervision of essential activities of daily living, such as bathing, dressing, ambulating, supervision of self-administered medication, eating, and assistance with securing health care from appropriate sources. Personal care services shall not be construed to mean the provision of medical, nursing, dental or mental health services by the personal care service staff.

A-7.2. Fees

A-7.2.1 The case management provider will collect fees for services provided according to Rule 65C-2.007, F.A.C.

A.7.2.2 No fees shall be assessed other than those established by the Department. Fees collected in compliance with the department directives will be reinvested in a manner prescribed by the Department.

A-7.3. Policy and Procedures Manuals

Comprehensive Policy and Procedures Manuals must be developed and maintained by the provider. All manuals must include the specific requirements necessary to address accounting, purchasing, personnel and programmatic components of the agency's current business practices. All manuals should contain an overview page describing the purpose of the manual, a table of contents, numbered pages, be revised/updated regularly and should reflect approval (with date) by the board of directors (or designee).

EXHIBIT A1- STATE AND FEDERAL LAWS, RULES AND REGULATIONS RELATING TO PERFORMANCE

As provided in Section 4.1 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract, as they may be enacted or amended from time to time. Provider acknowledges that it is independently responsible for investigating and complying with all State and Federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the State and Federal laws, rules and regulations that may govern its performance under this Contract.

A1-1 Federal Law.

A1-1.1 If this Contract contains Federal Funds, the Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 45 CFR, Parts 74 and 92, and other applicable regulations.

A1-1.2 If this Contract contains $10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

A1-1.3 If this Contract contains over $100,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

A1-1.4 No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of $100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment **N/A**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

A1-1.5 If this Contract contains Federal Funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

A1-1.6 Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employee assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

A1-1.7 If this Contract is with a sub-recipient of federal financial assistance, the Provider shall comply with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the "Super Circular"), Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200).

A1-2 Civil Rights Requirements. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

A1-3 Use of Funds for Lobbying Prohibited. The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

A1-4 Public Entity Crime and Discriminatory Contractors. Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate 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 the 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; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business 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.

A1-5 Whistleblower's Act Requirements. In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

A1-6 Public Records.

A1-6.1 As required by section 287.058(1)(c), F.S., the Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

A1-6.2 As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider 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, F.S., 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 Provider 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.

A1-7 Support to the Deaf or Hard-of-Hearing.

A1-7.1 Where direct services are provided, the Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

A1-7.2 If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the

month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.

A1-7.3 The Provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

A1-7.4 The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

A1-7.5 The Provider's Single-Point-of-Contact 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 customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice can be downloaded through the Internet at: http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters.

A1-7.6 The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

A1-7.7 If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

A1-7.8 The Department requires each contract/subcontract provider agency's direct service employees to complete Serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

A1-8 Client and Other Confidential Information. State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162,. 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

A1-9 PRIDE. Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

A1-10 Recycled Products. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

A1-11 Scrutinized Companies. If this Contract is for an amount of $1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

A1-12 Federal Funding Accountability and Transparency Act (FFATA). An act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

A1-12.1 FFATA 2006. The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes $25,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.

A1-12.2 Digital Accountability and Transparency Act (DATA)2014. An expansion of the FFATA 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

A1-13 Prompt Payment and Vendor Ombudsman. Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. Any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

A1-14 Timely Payment of Subcontractors. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

A1-15 Employment Screening

A1-15.1. The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

a. Employment history checks;

b. Fingerprinting for all criminal record checks;

c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

f. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

A1-15.2 The Provider shall sign an affidavit each State fiscal year for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

A1-15.3 The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract Provider Agency, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Department or a Contract Provider, or if that individual is being promoted, transferred or demoted within the Department or Agency."

A1-16 Human Subject Research. The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

A1-17 Coordination of Contracted Services. Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with Section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

- Name of each contracting State agency and the applicable office or program issuing the contract.
- Identifying name and number of the contract.
- Starting and ending date of each contract.
- Amount of each contract.
- A brief description of the purpose of the contract and the types of services provided under each contract.
- Name and contact information of each Contract Manager.

A1-18 State Policies. The Provider shall comply with the polices set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

See N/A for additional laws, rules and regulations affecting performance of this Contract.

Contract No. KG070
CFDA No. N/A

FULLY EXECUTED ORIGINAL CCDA Backup

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **Monroe County**, hereinafter referred to as the "Provider". The Department and Provider agree as follows:

"If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager."

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT.

1.1 Purpose and Contract Amount.

The Department is engaging the Provider for the purpose of **providing in-home services to eligible disabled adults ages 18-59 to prevent inappropriate institutionalization**, as further described in Section 2 hereof, payable as provided in Section 3 hereof, in an amount not to exceed **$286,065.50**.

1.2 Effective and Ending Dates.

This Contract shall be effective on **January 1, 2015** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **January 1, 2015** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2018**, subject to the survival of terms provisions of Section 7.4 hereof.

☒ This Contract may not be renewed.

☐ This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, costs for the renewal may not be charged to this Contract.

☐ The renewal price(s) set forth in the bid, proposal, or reply are shown in Exhibit F__, subject to negotiation at renewal per section 287.057(13), Florida Statutes (F.S.). ☒ Not applicable.

1.3 Official Payee and Party Representatives.

a. The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:
Name: **Monroe County BOCC**
Address: **500 Whitehead Street**
City: **Key West** State:**FL** Zip Code:**33040**
Phone: **305-292-4500**
ext:
e-mail: **N/A**

b. The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:
Name: **Sheryl Graham**
Address: **1100 Simonton Street**
City: **Key West** State:**FL** Zip Code:**33040**
Phone: **305-292-4510**
ext:
e-mail: **graham-sheryl@monroecounty-fl.gov**

c. The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:
Name: **Theresa Phelan**
Address: **1111 12th Street #304**
City: **Key West** State: **FL** Zip Code: **33040**
Phone: **305-293-6350**
ext:
e-mail: **trixie_phelan@dcf.state.fl.us**

d. The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:
Name: **Sheryl Graham**
Address: **1100 Simonton Street**
City: **Key West** State:**FL** Zip Code:**33040**
Phone: **305-292-4510**
ext:
e-mail:**graham-sheryl@monroecounty-fl.gov**

Per section 402.7305(1)(a), F.S., the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.4 Contract Document.

This Contract is composed of Sections 1 through 7 hereof, as well as Exhibits A through F and attachments 1 through 2 and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

1.4.1 The definitions found in the Standard Contract Definitions, located at: http://www.dcf.state.fl.us/admin/contracts/docs/StandardContractTerms2014.pdf are incorporated into and made a part of this Contract. Additional definitions may be forth in Exhibit A, Special Provisions.

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 7 hereof, as provided therein.

1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

a. Exhibits A through F;
b. Any documents incorporated into any exhibit by reference;
c. This Standard Contract;
d. Any documents incorporated into this Contract by reference.
e. Attachments 1 through 2.

2. STATEMENT OF WORK.

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Except for advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. The Department's determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work.

The Scope of Work is described in Exhibit B.

2.2 Task List.

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3 Deliverables.

Deliverables shall be as described in Exhibit D.

2.4 Performance Measures.

2.4.1 **Performance Measures for Acceptance of Deliverables**. The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-2.

2.4.2 **Minimum Performance Measures.** To avoid contract termination, Provider's performance must meet the minimum performance standards set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed 6 months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the

Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS.

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1 hereof, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1 Method of Payment.

The Provider shall be paid in accordance with Exhibit F Method of Payment and Invoices.

3.2 Invoices.

3.2.1 Generally. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

3.2.2 Final Invoice. The final invoice for payment shall be submitted to the Department no more than 45 days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.3 Financial Consequences.

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1 hereof. The parties agree that the penalties provided for under Section 6.1 hereof constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2.3 hereof and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.4 hereof, to the extent of such error.

3.4 Overpayments and Offsets.

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement.

3.5 MyFloridaMarketPlace Transaction Fee.

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE.

4.1 Compliance with Statutes, Rules and Regulations.

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in Exhibit A1, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 Independent Contractor, Subcontracting and Assignments.

4.2.1 In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

4.2.2 The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.2.3 The Provider shall not assign its responsibilities under this Contract to another party, in whole or part, without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest. No payment shall be made under this Contract to any factor or other person who has been assigned or transferred the right to receive payment in lieu of or on behalf of the Provider except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld.

4.2.4 The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

4.2.5 The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.2.6 The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

4.3 Provider Indemnity.

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

4.3.1 If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

4.3.2 Further, the Provider shall indemnify the Department for all costs and attorneys fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 5.3. hereof, including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the

Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.4 Insurance.

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

4.5 Notice of Legal Actions.

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Department's Contract Manager will be notified within 10 days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.6 Intellectual Property.

It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.6.1 If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.6.2 All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.7 Transition Activities.

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

4.8 Real Property.

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

4.9 Publicity.

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.10 Sponsorship.

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.11 Employee Gifts.

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.12 Mandatory Reporting Requirements.

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@dcf.state.fl.us. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY.

5.1 Records, Retention, Audits, Inspections and Investigations.

5.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3 Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2 hereof.

5.1.4 These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 Code of Federal Regulations (CFR) s. 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.6 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.

5.1.7 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2 Inspections and Corrective Action.

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 6.2.3 hereof.

5.3 Provider's Confidential and Exempt Information.

5.3.1 By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential or exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential or exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2 Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 5.3.2.a. hereof.

a. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

b. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.a hereof. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.a. hereof, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.4 Health Insurance Portability and Accountability Act.

☐ The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. s.1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) Incidental to performance of this Contract.

☒ In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment 2 to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5 Confidential Client and Other Information. Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

5.6 Data Security. The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to Department data systems or maintain any client or other confidential information in electronic form:

5.6.1 An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.

5.6.2 The Provider shall provide the latest Departmental security awareness training to its staff who have access to departmental information.

5.6.3 All Provider employees who have access to Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

5.6.4 The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices.

5.6.5 The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential Departmental data.

5.6.6 The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, F.S. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Departmental data.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 5.6 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION.

6.1 Financial Penalties for Failure to Take Corrective Action.

6.1.1 In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

6.1.2 The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.3 Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

6.1.4 The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

6.2 Termination.

6.2.1 In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2 In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

6.2.3 In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

6.2.4 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

In the event of termination under Sections 6.2.1 or 6.2.2 hereof, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.3 Dispute Resolution.

Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 6.2 hereof.

All notices provided under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.3.d hereof by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

7. OTHER TERMS.

7.1 Governing Law and Venue.

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2 No Other Terms.

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3 Severability of Terms.

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4 Survival of Terms.

The parties agree that, unless a provision of this Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to the Department are intended to survive the "ending date" or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.

7.5 Modifications.

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6 Most Favored Party Status.

The Provider represents and warrants that the prices and terms for its services under this Contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within 90 days of Provider entering into a contract or contract amendment or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in this Contract, the Provider will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to this Contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective date of this Contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31st of each year during the term of this Contract attesting that the Provider is in compliance with this provision, as required by section 216.0113, F.S.

7.7 Anticompetitive Agreements.

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.8 Communications.

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

7.9 Accreditation.

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

7.10 Transitioning Young Adults.

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.11 DEO and Workforce Florida.

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.12 Purchases by Other Agencies.

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon

such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4 hereof.

IN WITNESS THEREOF, the parties hereto have caused this **42** page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Monroe County Board of County Commissioners

Signature:
Print/Type Name: Danny Kohlage
Title: Monroe County Mayor
Date: 12/11/2014

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature:
Print/Type Name: Bronwyn Stanford
Title: Regional Managing Director
Date: 12-11-14

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

STATE AGENCY 29 DIGIT FLAIR CODE: N/A
Federal Tax ID # (or SSN): **59-6000749** Provider Fiscal Year Ending Date: **09/30**.

(SEAL)
ATTEST: ANN HEMMUN, CLERK
BY, Deputy Clerk
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 11/19/14

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Sections 1 through 7, above, as provided herein:

SECTION 1: ENGAGEMENT, TERM AND CONTRACT DOCUMENT

SECTION 2: STATEMENT OF WORK.

SECTION 3: PAYMENT, INVOICE AND RELATED TERMS

SECTION 4: GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.13 Client Risk Prevention.

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

4.14 Emergency Preparedness Plan.

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency.

4.14.1 For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

4.14.2 No later than twelve months following the Department's original acceptance of a plan and every twelve months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.

4.14.3 The Department agrees to respond in writing within 30 days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

SECTION 5: RECORDS, AUDITS AND DATA SECURITY

SECTION 6: PENALTIES, TERMINATION AND DISPUTE RESOLUTION

SECTION 7: OTHER TERMS

A-7.1. Program or Service Specific Terms

This contract falls under the Adult Protective Services Program (APS), Community Care for Disabled Adults (CCDA). Service specific terms used in this document are defined as follows:

A-7.1.1 Activities of Daily Living - Basic activities performed in the course of daily living, such as dressing, bathing, grooming, eating, using a commode or urinal, and ambulating around one's own home.

A-7.1.2 Adult Protective Services - Adult Protective Services is the State agency that provides funding for the CCDA program.

A-7.1.3 CCDA – Community Care for Disabled Adults.

A-7.1.4 Case Management - a client centered series of activities which includes planning, arrangement for and coordination of appropriate community-based services for an eligible Community Care for Disabled Adult client and is an approved service. It includes intake and referral, comprehensive assessment, development of a service plan, arrangement for service and monitoring of client's progress to assure the effective delivery of services and reassessment.

A-7.1.5 Client - Any person who is eligible and is at least eighteen (18) years through age fifty-nine (59), has one (1) or more permanent physical or mental limitations that restrict the client's ability to perform normal activities of daily living, and impede the client's capacity to live independently or with relatives or friends without the provision of community-based services.

A-7.1.6 Home Delivered Meals – Provision of meals delivered to the home for those who have difficulty shopping for groceries or preparing nutritious meals.

A-7.1.7 Homemaker Service - Performance of or assistance in accomplishing household tasks including housekeeping, meal planning and preparation, shopping assistance, and routine household activities by a trained homemaker.

A-7.1.8 Personal Care Services - Individual assistance with or supervision of essential activities of daily living, such as bathing, dressing, ambulating, supervision of self-administered medication, eating, and assistance with securing health care from appropriate sources. Personal care services shall not be construed to mean the provision of medical, nursing, dental or mental health services by the personal care service staff.

A-7.2. Fees

A-7.2.1 The case management provider will collect fees for services provided according to Rule 65C-2.007, F.A.C.

A.7.2.2 No fees shall be assessed other than those established by the Department. Fees collected in compliance with the department directives will be reinvested in a manner prescribed by the Department.

A-7.3. Policy and Procedures Manuals

Comprehensive Policy and Procedures Manuals must be developed and maintained by the provider. All manuals must include the specific requirements necessary to address accounting, purchasing, personnel and programmatic components of the agency's current business practices. All manuals should contain an overview page describing the purpose of the manual, a table of contents, numbered pages, be revised/updated regularly and should reflect approval (with date) by the board of directors (or designee).

EXHIBIT A1- STATE AND FEDERAL LAWS, RULES AND REGULATIONS RELATING TO PERFORMANCE

As provided in Section 4.1 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract, as they may be enacted or amended from time to time. Provider acknowledges that it is independently responsible for investigating and complying with all State and Federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the State and Federal laws, rules and regulations that may govern its performance under this Contract.

A1-1 Federal Law.

A1-1.1 If this Contract contains Federal Funds, the Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 45 CFR, Parts 74 and 92, and other applicable regulations.

A1-1.2 If this Contract contains $10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

A1-1.3 If this Contract contains over $100,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), Executive Order 11738, as amended and where of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

A1-1.4 No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of $100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

A1-1.5 If this Contract contains Federal Funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

A1-1.6 Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. "Employee assigned to the contract" means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

A1-2 Civil Rights Requirements. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 90 days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

Use of Funds for Lobbying Prohibited. The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

Public Entity Crime and Discriminatory Contractors. Pursuant to sections 287.133 and 287.134, F.S., the following restrictions placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has

been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate 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 the 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; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business 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.

A1-5 Whistleblower's Act Requirements. In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

A1-6 Public Records.

A1-6.1 As required by section 287.058(1)(c), F.S., the Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

A1-6.2 As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider 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, F.S., 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 Provider 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.

A1-7 Support to the Deaf or Hard-of-Hearing.

A1-7.1 Where direct services are provided, the Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard-of-Hearing."

A1-7.2 If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.

A1-7.3 The Provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor

customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

A1-7.4 The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

A1-7.5 The Provider's Single-Point-of-Contact 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 customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice can be downloaded through the Internet at: http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters.

A1-7.6 The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

A1-7.7 If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

A1-7.8 The Department requires each contract/subcontract provider agency's direct service employees to complete Serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

A1-8 Client and Other Confidential Information. State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162,. 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

A1-9 PRIDE. Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

A1-10 Recycled Products. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

A1-11 Scrutinized Companies. If this Contract is for an amount of $1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

A1-12 Federal Funding Accountability and Transparency Act. The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes $25,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.

A1-13 Prompt Payment and Vendor Ombudsman. Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. Any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one (1) dollar will not be paid unless the

Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

A1-14 Timely Payment of Subcontractors. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

A1-15 Employment Screening.

A1-15.1 The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

a. Employment history checks;

b. Fingerprinting for all criminal record checks;

c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

f. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

A1-15.2 The Provider shall sign an affidavit each State fiscal year for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

A1-16 Human Subject Research. The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

A1-17 Coordination of Contracted Services. Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with Section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

- Name of each contracting State agency and the applicable office or program issuing the contract.
- Identifying name and number of the contract.
- Starting and ending date of each contract.
- Amount of each contract.
- A brief description of the purpose of the contract and the types of services provided under each contract.
- Name and contact information of each Contract Manager.

__N/A__ **for additional laws, rules and regulations affecting performance of this Contract.**

EXHIBIT B - SCOPE OF WORK

B-1 Scope of Service

This is a forty-two month contract, pursuant to the Adult Protective Services Program established under the authority of sections 410.601-410.606, Florida Statutes, Chapter 65C-2, Florida Administrative Code (F.A.C.), and the annual appropriations act, with any proviso language or instructions to the Department, constituting the legal basis for services to be delivered through the Community Care for Disabled Adults Program. In addition, the Provider shall provide in-home services to all eligible permanently disabled adults ages 18-59 who are in need of assistance to maintain reasonably independent lives in the community in Monroe County.

B-2 Major Contract Goals

The goal of the Community Care for Disabled Adults (CCDA) Program is to prevent unnecessary institutionalization of disabled adults aged 18-59 through the provision of Case Management Services to coordinate such in-home community-based services as Homemaker Services, Personal Care Services and Home Delivered Meals. The program is designed to serve totally and permanently disabled persons who are not eligible for assistance from other programs and it fills the gap in the services for adults with disabilities.

B-3 Service Area/Locations/Times

The Provider for this service must be able to provide both coordination and delivery of in-home community-based services based on the identified days and times in the client care plan. If the Provider can only provide coordination, they must have the ability to coordinate with home health agencies to provide the delivery of in-home community-based services based on the days and times in the client care plan.

SERVICE	LOCATION	TIME
Case Management	Client's Home & Provider's Office	Determined by care plan
Home Delivered Meals	Client's Home	Determined by care plan
Homemaker	Client's Home	Determined by care plan
Personal Care	Client's Home	Determined by care plan

Details of the services to be provided under this contract and the negotiated parameters of those services are included in the descriptions and minimum requirements for each service listed in the "CFOP 140-8, Community Care for Disabled Adults Operating Procedures".

B-3.1 Changes in Location

The Provider must notify the Department of changes in the location of service delivery. Once the service delivery location is agreed upon, any proposed change must be presented in writing to the Contract Manager for approval, fifteen (15) working days prior to implementation of that proposed change. In the event of an emergency, temporary changes in location may necessitate waiver of this designated standard by the Region's program office. Such a waiver will take into consideration the continuity, safety, and welfare of the Department's clients, and is at the Department's sole discretion.

B-4 Clients to be Served

Adults with disabilities, age eighteen (18) through fifty-nine (59), who are no longer eligible to receive children's services and are not eligible for the Long Term Care Managed Care Program, may be served under the provisions of this contract.

B-5 Client Eligibility

B-5.1 Applicants must have one or more permanent physical or mental limitations, that restrict the ability to perform normal activities of daily living, as determined through the initial functional assessment and medical documentation of disability. Determination of a permanent disability must be established and evidenced in one of the following manners:

B.5.1.1 An applicant may present a check, award letter, or other proof showing receipt of Social Security Disability Income, or some other disability payment (e.g., Worker's Compensation); or

B.5.1.2 An applicant may present a written statement from a licensed physician, licensed nurse practitioner, or mental health professional, which meets the Region's criteria for evidence of a disability. This written statement must, at a minimum, include the applicant's diagnosis, prognosis, a broad explanation of level of functioning, and the interpretation of need for services based on identified functional barriers caused by the applicant's disabling condition.

B5.2 Applicants must have an individual income at or below the prevailing MICP eligibility standard in order to receive free CCDA services.

B-5.3 Applicants with incomes above the standard will be assessed a fee for a share of the costs, or may be required to provide volunteer services in lieu of payment.

B-6 Client Determination

B-6.1 Clients will be assessed for eligibility determination, and prioritized for services by Department case management staff, in accordance with subsection 410.604 (2), Florida Statutes.

B-6.2 The Adult Protective Services Program Office will make the final determination of client eligibility and service authorization.

B-7 Equipment

The Provider will be responsible for supplying, at its own expense, all equipment necessary to perform under, conduct and complete the contract, including but not limited to computers, telephones, copier and fax machines, including supplies and maintenance, as well as needed office supplies.

B-8 Contract Limits

B-8.1 The total annual cost estimated or actual, for an individual receiving CCDA services, shall not exceed the average, annual general revenue portion of a Medicaid nursing home bed within the Regional area.

B-8.2 Clients must not be receiving comparable services from any other entity. In order to prevent duplication of services, client files must contain documentation verifying that all comparable community services and funding sources have been explored and exhausted.

B-8.3 To the extent that funds are available, the Provider will receive referrals for clients on whom the Human Service counselors have completed an Adult Services Screening for Consideration for Community Based Services.

The following task limits apply to the services specified in Section B-3 above.

B-8.3.1 Case Management provides ongoing assessment of the client's needs, ongoing review of the care plan and the client's satisfaction with the services provided. Case Management consists of identifying, organizing, documenting, coordinating, monitoring and modifying services needed by the client. Case Management requires extensive knowledge of the existing service network and the skills and the willingness to seek out additional service options that may benefit the client. Case Management must maintain at a minimum, monthly telephone contact with the client to verify satisfaction and receipt of services; review the care plan in a face to face visit every three (3) months and if necessary, update the client's care plan and have an annual face to face visit with the client to complete the annual assessment and determine the client's functional status; satisfaction with services; changes in service needs and develop a new care plan. The Case Manager must clearly document in the case narrative the above scheduled visits to the client. The Case Manager may combine the quarterly visits with the monthly contact requirement.

B-8.3.2 Home Delivered Meals are for clients who have difficulty in shopping for groceries or preparing meals and have no caregiver capable of providing the services. The meals should be appropriate for the client.

B-8.3.3 Homemaker service time does not include time spent in transit to and from the client's place of residence except when providing shopping assistance, performing errands or other tasks on behalf of the client.

B-8.3.3.1 Aides providing Homemaker services must not engage in work that is not specified in the care plan; accept gifts from clients; lend or borrow money or articles from clients; handle money, unless authorized in writing by a supervisor or Case Manager (documented in the personnel file) and unless bonded or insured by the employer and transport clients, unless authorized in writing by a supervisor or Case Manager.

B-8.3.4 Personal Care services will not substitute for the care usually provided by a registered nurse, licensed practical nurse, therapist or home health aide. The personal care aide will not change sterile dressings, irrigate body cavities, administer medications or perform other activities prohibited by Chapter 59A-8, F.A.C.

B-8.3.5 Other parameters of services delivery, by type of service; are detailed in the "CFOP 140-8, Community Care for Disabled Adults Operating Procedures".

EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1 Service Tasks

C-1.1 Service Providers will ensure that appropriate community-based services are provided to clients in a manner designed to meet the client's changing needs, to assist the client in avoiding or reducing unnecessary dependence on the delivered service(s), and to increase the client's self-reliance.

C-1.2 The following tasks, with units designated, shall be performed under this contract include:

C-1.2.1 Case Management – unit is one hour of service
C-1.2.2 Personal Care – unit is one hour of service
C-1.2.3 Homemaker – unit is one hour of service
C-1.2.4 Home Delivered Meals – unit is one meal

C-1.3 Each CCDA program must include case management services and at least one other service.

C-2 Administrative Tasks

C-2.1 Staffing Requirements

C-2.1.1 The Provider will meet the minimum staffing requirements for each service, as specified in CFOP 140-8, Community Care for Disabled Adults Operating Procedures.

C-2.1.2 The Provider will notify the Department, in writing, within thirty calendar (30) days whenever the Provider is unable, or expects to be unable to provide the required quality or quantity of service due to staff turnovers or shortages.

C-2.2 Professional Qualifications

The Provider will ensure that staff meets the professional qualifications for each service, as specified in the "CFOP 140-8, Community Care for Disabled Adults Operating Procedures".

C-2.3 Staff Changes

The Provider agrees to notify the Department's Contract Manager within two (2) working days if a key administrative position (e.g., executive director) becomes vacant. Planned staffing changes that may affect service delivery, as stipulated in this contract, must be presented in writing to the Contract Manager for approval at least ten (10) working days prior to the implementation of the change.

C-2.4 Subcontracting

This contract allows the Provider to subcontract for the provision of all services under this contract except Case Management, subject to the provisions of Section 4.2 of CF Integrated Contract 2014. **The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime contractor.** .

C-2.5 Records and Documentation The Provider shall complete and submit the Reports as described in Section C-2.6.

C-2.5.1 Providers shall maintain information on each client served by this contract, which includes the following:

C-2.5.1.1 documentation of the client by name or unique identifier;

C-2.5.1.2 current documentation of eligibility for services;

C-2.5.1.3 dates of service provision, delivery and service billing;

C-2.5.1.4 information documenting the client's need to receive services;

C-2.5.1.5 information documenting the client's need for service increase;

C-2.5.1.6 the number of service units provided; and

C-2.5.1.7 all other forms or records necessary for program operation and reporting, as set forth by the Department

C-2.5.2 Case Management Provider individual client files shall contain the following:

C-2.5.2.1 a completed Adult Protective Services Client Assessment (not more than one [1] year old);

C-2.5.2.2 an Adult Protective Services Program Office approved CCDA Care Plan Services (Exhibit C1) (not more than [1] year old);

C-2.5.2.3 an Adult Protective Services Program Office approved Request for Approval of CCDA Care Plan Services Increase (when needed) (Exhibit C2).

C-2.5.2.4 a Department release of information form;

C-2.5.2.5 a copy of a completed Adult Services Information System (ASIS) printout;

C-2.5.2.6 documentation of the client's age, disability, and income;

C-2.5.2.7 a completed and scored copy of the Adult Services Screening for Consideration for Community Based Services; and

C-2.5.2.8 an ongoing, specific dated case narrative section.

C-2.5.3 Providers must ensure that all client records accurately match the invoices submitted for payment. Records must cross reference to each invoice for payment.

C-2.5.4 Providers must maintain documentation necessary to facilitate monitoring and evaluation by the Department.

C-2.5.5 The Case Management Provider must maintain documentation in the client's file that all comparable community services and funding sources have been explored and exhausted before using CCDA funding.

C-2.6 Reports (programmatic and to support payment)

Reports				
Report Title	Reporting Frequency	Report Due Date	# of Copies Due	DCF Office to Receive Report
Monthly Cumulative Summary Report	Monthly	25th day of each month immediately following the month being reported	One	Contract Manager
CCDA Performance Data Monthly Report	Monthly	25th day of each month immediately following the month being reported	One	Contract Manager
CCDA Performance Data Annual Report	Annually	30th day of the month following the end of each Fiscal Year Contract Period	One	Contract Manager
Invoice	Monthly	25th day of each month immediately following the month being reported	One	Contract Manager
Civil Rights Compliance Checklist	Annually	Within 30 days of contract execution and annually thereafter	One	Contract Manager

Reports				
Report Title	Reporting Frequency	Report Due Date	# of Copies Due	DCF Office to Receive Report
Proof of Liability Insurance	Annually	Within 30 days of contract execution and annually thereafter	One	Contract Manager
Support of the Deaf and Hard of Hearing as specified in Exhibit A-1, Section 7 of the 2014 Standard Contract	Monthly	5th business day of each month immediately following the report period	The Office of Civil Rights Form Site: https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html	E-Mail Verification Receipt from System to Contract Manager
Emergency Preparedness Plan	Annually	Within 30 days of contract execution and every July 1.	One	Contract Manager

Reporting requirements for this contract include:

C-2.6.1 The Monthly Cumulative Summary Report **(Exhibit C3)**, if applicable. Regions will negotiate with the Provider on specific submission requirement criteria for these reports.

C-2.6.2 Providers of case management services agree to submit Monthly Cumulative Summary Reports, which include management program data (e.g., client identifiable data) to the Department, according to negotiated instructions provided by the Adult Protective Services Program Office.

C-2.6.3 The CCDA Performance Data Monthly Report **(Exhibit C4)** and the CCDA Performance Data Annual Report **(Exhibit C5)** verifying enrolled active clients and nursing home placement data.

C-2.6.4 In the event of early termination of this contract, the Provider will submit the final Monthly Cumulative Summary Report within forty-five (45) days after the contract is terminated.

C-2.6.5 **Acceptance of Reports:** Where the contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance in writing of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the contract. The Department, at its option, may allow additional time within which the Provider may remedy the objections noted by the Department or the opportunity to complete, make adequate, or acceptable, or declare the resulting contract to be in default

C-3 Standard Contract Requirements. Provider will perform all acts required by Sections 4, 5 and 7 of the Standard Contract.

C-3.1 Provider Unique Activities

C-3.1.1 The Provider will be required to use volunteers to the fullest extent feasible in the provision of services and program operations. The Provider is required to train, supervise, and appropriately support all volunteers with insurance coverage.

C-3.1.2 The Provider will maintain an accurate and current active caseload list.

C-3.1.3 The Provider will maintain a current monthly billing ledger of all Provider claims submitted to the Department, including all corrected claims and adjustments to claims for services that were delivered to clients being served through this contract.

C-3.1.4 The Provider will notify the APS local office of all service terminations, service increase requests and monthly expenditure trends with regards to the terms of this contract.

C-3.1.5 The Provider will explain to each individual requesting consideration for CCDA services that the program maintains a centralized Waiting List on which the individual will be placed according to his or her score received through an Adult Protective Services Screening conducted by an Adult Protective Services Counselor.

C-3.1.6 The Provider shall provide to individuals requesting services a contact name and phone number to the nearest APS Regional Program Office.

C-3.2 Case Management Provider Unique Activities

C-3.2.1 The CCDA case management Provider will accept all referrals through the APS Regional Program Office.

C-3.2.2 The CCDA case management Provider will complete ongoing face-to-face assessments on all pre-screened individuals referred by the APS Regional Program Office for service consideration and program application, using the Adult Services Client Assessment, CF-AA 3019.

C-3.2.3 The CCDA case management Provider will maintain an accurate and current active caseload list.

C-3.2.4 The CCDA case management Provider will maintain a current monthly billing ledger of all Provider claims submitted to the Department, including all corrected claims and adjustments to claims for services that were delivered to consumers being served through this contract

C-3.2.5 The CCDA case management agency will notify the APS local office of all service terminations, service increase requests and monthly expenditure trends with regards to the terms of this contract.

C-3.2.6 The CCDA case management Provider will explain to each individual requesting consideration for CCDA services that the program maintains a centralized Waiting List on which the individual will be placed according to their score received through an Adult Protective Services Screening.

C-3.2.7 The CCDA case management Provider shall provide to individuals requesting services a contact name and phone number to the APS Regional Program Office.

C-3.3 Coordination with Other Providers/Entities

The CCDA case management Provider must coordinate, as necessary, with the Agency for Persons with Disabilities, the Department of Children and Families, the Department of Education, the Department of Elder Affairs and the Department of Health to serve those clients who are eligible for services through two (2) or more service delivery continuums.

C-3.4 Client Risk Prevention

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

CCDA CARE PLAN SERVICES

CLIENT NAME: _____

SOCIAL SECURITY #: _____

CASE MANAGER: _____

DATE OF INITIAL CARE PLAN: _____

GOAL (check all goals that apply):
Review):

CARE PLAN REVIEW DATE (initial for each

☐1. Self Support ☐2. Prevent abuse/neglect/exploitation ☐3. Prevent institutionalization
☐4. Institutionalization ☐5. Personal goals ☐6. Other: _____

Problems			Desired Outcomes	Service and Provider (Formal and Informal)	Pattern of Delivery (Frequency & Duration)		Date Service Began (B) Ended (E)	Date Problem Resolved (RS) Revised (RV)
No.	Date	Problem			Need	Actual		

This Care Plan has been discussed with me (client) and/or significant family members or friends and I accept the services described in the plan. (For Medicaid Waiver Clients, also read) I accept the service described and discussed with me in this Care Plan instead of nursing home Placement.

CLIENT/RESPONSIBLE PARTY: _____ DATE: _____

CASE MANAGER: _____ DATE: _____

EXHIBIT C2
REQUEST FOR APPROVAL OF CCDA CARE PLAN SERVICES INCREASE

Part I: Recipient Information

Name: Last name, first name, middle name or initial	Date of birth:
Social security number:	Medicaid/Medicare Medical assistance number:
Current Address: County:	Address where services will be received: County:
Status (Transfer/Existing): If individual is a transfer, indicate originating district/agency: If individual is an existing consumer with your agency, indicate current monthly authorized units of service by service type(s): Medicaid waiver eligibility date: _____	Describe reason for service funding increase. An Adult Services client reassessment was completed on _____ ___ by _____ and respective revised care plan revisions made on _____ by ___ _____. to reflect that this Recipient is justifiably in need of increased Service(s) based on (check all situations which apply): ☐ Failing Support System ☐ Decrease in Functional Capacity ☐ Rapidly Deteriorating Health

Provider Information

Agency name:	Agency contact person:
Agency address:	Phone: _____ _____ Fax: _____ E-mail address:

Part II: Summary of Recipient's Presenting Situation. (Refer to form instructions for details about the type of information required here. Use the space below or include attachment.)

Part III: Proposed New Service Request. (Please indicate the new care plan services being requested and the corresponding, anticipated service start dates.)

Service	Anticipated st	Service	Anticipated start date

Part IV: Specific Description of Proposed New Service(s) As Tailored To Meet Recipient's Need. (Refer to the form instructions for details about the type of information required here. Use the space below or include attachment.)

Part V: Cost Detail for Proposed New Care Plan Service(s).

A. Attach a Cost Detail page for each service requested in Part III. Each Cost Detail page should reflect the total annual cost of serving the consumer for that service type.

Part VI: Care Plan Modification of Number of Service Units. The Budget Entity Team will not consider authorization to increase service unit quantity of an authorized service on a Recipient's care plan for any of the following documented reasons unless this section is accurately and fully completed.

[To justify unit service rates, please present comparative information: unit rate quotes from a minimum of three other service agencies providing this same service within a ten mile radius; reasons for choosing this specific vendor; a statement attesting to the fact that selected vendor is a sole source provider of this service in this geographic area, etc. Attach information as necessary (e.g., agency administrative costs, your agency salary scale, etc.). Refer to the form instructions.]

☐ Failing Support System: List proposed add-on number of monthly service units by service component with annualized service costs projected to safely maintain Recipient at home and to ameliorate this risk factor.

☐ Decrease in Functional Capacity: List proposed add-on number of monthly service units by service component with annualized service costs projected to safely maintain Recipient at home and to ameliorate this risk factor.

☐ Rapidly Deteriorating Health: List care plan add-on number of monthly service units by service component with annualized service costs projected to safely maintain Recipient at home and to ameliorate this risk factor.

Part VII. Signatures. (Please note: Final approval of all requests for Care Plan increases rest with the Budget Entity Team. Providers will receive an Award Letter from the Budget Entity Team (or one of its members) when the plan has been approved.)

Provider Agency: (Signature indicates that the information presented in this Request for Care Plan Services Increase and attachments are accurate and complete.)	Date:
Recipient/Representative: (Signature indicates that the Recipient/Representative has reviewed the Request for Care Plan Services Increase and attachments.)	Date:
District/Regional Program Staff: (Signature indicates that the district/regional program staff and provider have agreed upon the services to be funded.)	Date:
District/Regional Adult Services Program Director: (Signature indicates district/regional approval of the Service Funding Plan.)	Date:

EXHIBIT C3
CCDA MONTHLY CUMULATIVE SUMMARY REPORT

CCDA MONTHLY CUMULATIVE SUMMARY REPORT

REPORT MONTH:
DCF CIRCUIT/REGION:
PROVIDER NAME:

ANNUAL ALLOCATION

	Recipient Name	ID #	CCDA Service Received (one line per service)	Date(s) of Service (by service)	Monthly # Units Billed (per service)	Cost Per Unit (by service)	Total Monthly Costs Billed (by service)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
				TOTAL MONTHLY ALLOCATION EXPENDITURES			

PROVIDER BILLING FOR SERVICES DELIVERED TO DCF COMMUNITY CARE FOR DISABLED ADULTS CONSUMERS

Person Completing This Report

(Name and Position Title)

Date

REPORT DUE TO THE DISTRICT THE 30TH DAY OF THE MONTH IMMEDIATELY FOLLOWING THE MONTH BEING REPORTED ON

Provider End Balance:
Circuit/Region End Balance:

EXHIBIT C4
PERFORMANCE DATA MONTHLY REPORT

Agency/County Reporting _____

Reporting Month/Year _____/_____

CCDA Active Clients_____
CCDA Client YTD _____
CCDA Unduplicated YTD _____
CCDA Waiting List YTD _____

Monthly Nursing Home Placements_____
Nursing Home placements YTD_____

Prepared By:_____ **Date:**_____

Phone Number:_____

DUE THE 25TH OF EACH MONTH

EXHIBIT C5
PERFORMANCE DATA ANNUAL REPORT

Agency/County Reporting _____

Reporting Fiscal Year _____

CCDA Active Clients at the end of the Fiscal Year _____
CCDA Unduplicated Clients at the end of the Fiscal Year _____

Nursing Home Placements at the end of the Fiscal Year _____

Prepared By:_____ Date:_____

Phone Number:_____

DUE THE 30TH OF THE MONTH FOLLOWING THE END OF THE FISCAL YEAR OR CONTRACT

EXHIBIT D – DELIVERABLES

D-1 Service Units

D-1.1 A service unit is the provision of eligible services, as defined in section C-1.2.

D-2 Service Targets

D-2.1 The Provider shall deliver personal care services to a minimum of 1 unduplicated individual in each month for the lifetime of the contract.

D-2.2 The Provider shall deliver homemaker services to a minimum of 5 unduplicated individuals in each month for the lifetime of the contract.

D-2.3 The Provider shall deliver case management services to a minimum of 5 unduplicated individuals in each month for the lifetime of the contract.

D-2.4 The Provider shall deliver home delivered meals to a minimum of 4 unduplicated individuals in each month for the lifetime of the contract.

D-3 Deliverables. The Provider shall demonstrate compliance with the service unit targets in Section D-1 through the submission of the Performance Data Monthly Report as specified in Section C-2.6.3.

D-4 Performance Measures for Acceptance of Deliverables.

During the lifetime of this contract, the Provider shall demonstrate 100% of the Service Targets in D-2.1 – D-2.4 are met each month.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 Minimum Performance Measures

E-1.1 Ninety percent (90%) of active clients with disabilities receiving services will not be placed in a nursing home by the end of the contract period.

E-1.2 One-hundred percent (100%) of active clients who are suspected of being a victim of abuse, neglect or exploitation will be reported to the Abuse Hotline and an incident report will be sent to the Case Manager and copied to the Adult Protective Services Specialist and Contract Manager.

E-1.3 One-hundred percent (100%) of active clients served through this contract will be provided case management and at least one other CCDA in-home service each month.

E-2 DESCRIPTION OF PERFORMANCE MEASUREMENT TERMS

Placed - The result of an assessment of an individual who is no longer able to remain in their present place of residence. (To place a client involves preparation for and follow up of moving a client into a more restrictive alternative living environment).

E-3 PERFORMANCE EVALUATION METHODOLOGY

The calculation of the performance standards shall be determined annually for each Fiscal Year (FY) within the contract period. For any and all performance measures suggested in the proposal, the following format shall be used:

E-3.1 The calculation for the sample performance standard detailed in **Section E-1.1** is

$$\frac{\text{\# of active clients not admitted to nursing home}}{\text{\# of active clients receiving services}} \geq 90\%$$

E-3.2 The calculation for the sample performance standard detailed in **Section E-1.2** is:

$$\frac{\text{\# of active clients suspected of being abused, neglected or exploited.}}{\text{\# of active clients reported to the Abuse Hotline}} = 100\%$$

E-3.3 The calculation for the sample performance standard detailed in **Section E-1.3** is:

$$\frac{\text{\# of clients provided case management and one other CCDA in-home service}}{\text{\# of active clients receiving case management and one other CCDA in-home service.}} = 100\%$$

E-4 Performance Standards Statement

E-4.1 By execution of this contract the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards as negotiated with the Department and shall be bound by the conditions set forth in the contract. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed 6 months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances.

E-4.2 The Department may conduct random surveys or contract with an outside entity to conduct random or structured surveys during the term of the contract to gauge a variety of factors including client satisfaction, location, Provider responsiveness, professionalism, and cultural and linguistic accommodations.

EXHIBIT F - METHOD OF PAYMENT

F-1 Payment Clause

F-1.1 This is a fixed price (unit cost) contract. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed **$286,065.50**, subject to the availability of funds. The annual contract totals shall be **$40,866.50** for **State Fiscal Year 2014-2015**; **$81,733.00** for **State Fiscal Year 2015-2016**, **$81,733.00** for **State Fiscal Year 2016-2017** and **$81,733.00** for **State Fiscal Year 2017-2018** subject to the availability of funds.

F-1.2 The Department shall make payments to the Provider for the provision of services at the rates shown below.

F-1.3 The Department agrees to pay for the service units for each fiscal year at the unit prices listed below. A Service Unit is defined as one (1) hour of service, or one (1) meal, as described in CFOP 140-8, Community Care for Disabled Adults Operating Procedures.

Service Units	Unit Price
Case Management	$50.96 / hour
Home Delivered Meals	$6.33 / meal
Homemaker	$23.47 / hour
Personal Care	$23.25 / hour

F-1.4 The Provider agrees to provide local matching funds in the amount of **$4,590.50** for **State Fiscal Year 2014-2015**; **$9,081.00** for **State Fiscal Year 2015-2016** and **$9,081.00** for **State Fiscal Year 2016-2017, and $9,081.00 for State Fiscal Year 2017-2018**, totaling **$31,833.50** for the contract period.

F-1.5 Cash or in kind resources may be used to meet this match requirement.

F-2 Invoice Requirements

F-2.1 The Provider shall request payment through submission of a properly completed Invoice (**Exhibit F1**), within **twenty-five (25)** days following the end of the month for which payment is being requested. The Provider shall submit to the Contract Manager an original Invoice (**Exhibit F1**), along with supporting documentation as previously identified in **Paragraph C-2.6.1 and Paragraph C-2.6.3.** Payment due under this contract will be withheld until the Department has confirmed delivery of negotiated services.

F-2.2 Payments may be authorized only for service units on the invoice which are in accordance with the above list and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

F-3 Other Payment Consequences

F-3.1 It is expressly understood by the Provider that any payment due the Provider under the terms of this contract may be withheld pending the receipt and approval by the Department of all financial and program reports due from the Provider as a part of this contract and any adjustments thereto. Requests for payment, which cannot be documented with supporting evidence, will be returned to the Provider upon inspection by the Department.

F-3.2 The Provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the dates the services were provided so that an audit trail documenting service provision can be maintained.

F-4 Refer to Exhibit F2 - Additional Financial Consequences

EXHIBIT F1

MONTHLY REQUEST FOR PAYMENT AND EXPENDITURE REPORT

DEPARTMENT OF CHILDREN AND FAMILIES
OFFICE OF ADULT SERVICES
MONTHLY REQUEST FOR PAYMENT AND EXPENDITURE REPORT

PROVIDER FED. ID # _____

NAME AND MAILING ADDRESS OF PAYEE:

CONTRACT AMNT.:_____
REIMBURSEMENT YTD.:_____
CONTRACT BALANCE:_____
DATE:_____
CONTRACT #:_____
PERIOD OF SERVICE PROVISION:_____

Name of Service or Description of Materials	Units/ Quantity	Amount Per Unit/ Episode	Total Amount Due

Total Match Required for Contract:_____

		Total Payment Requested	

		This Month	YTD
Local Cash Match			
Local In-Kind			
Total Deductions			
Remaining Match Balance			

Signature of Preparer:_____ Date Completed:_____

Approved By:_____ Title:_____

* If this invoice is for a fixed price contract, the request for payment will be determined by dividing the length of the contract into the contracted amount (example: $12,000 [allocation] divided by 12 months [the length of the contract] = $1,000 payment request). On a cost reimbursement contract, the payment request will be the monthly request expense.

CHILDREN AND FAMILIES USE ONLY

Date Invoice Received:_____
Approved By:_____ Date:_____

ORG	EO	OBJ	DESC.	AMNT.	OCA	

EXHIBIT F2 – ADDITIONAL FINANCIAL CONSEQUENCES

The following financial consequences apply in addition to the Other Payment Consequences provided in Section F-3 of this Contract

This Exhibit implements the following payment adjustments as financial consequences for the following noncompliance with the Performance Measures in Exhibit E-1. using the Performance Evaluation Methodology in Exhibit E-3.

	Performance Measures	Non-Compliance Trigger	Financial Consequence	Payment Adjustment Applicable Timeframe
1	Ninety percent (90%) of active clients with disabilities receiving services will not be placed in a nursing home by the end of the contract period.	<90%	2% of total contract award expended	Funds will be returned to the Department within 30 days of being notified by the Adult Protective Services Program Office of non-compliance.
2	One-hundred percent (100%) of active clients who are suspected of being a victim of abuse, neglect or exploitation will be reported to the Abuse Hotline and an incident report will be sent to the case manager and copied to the Adult Protective Services Specialist & Contract Manager.	<100%	2% of total contract award expended	Funds will be returned to the Department within 30 days of being notified by the Adult Protective Services Program Office of non-compliance.
3	One-hundred percent (100%) of active clients served through this contract will be provided case management and at least one other CCDA in-home service monthly.	<100%	$10 per each individual who does not receive at least one hour of case management and at least one other CCDA in-home service monthly.	Next monthly invoice following non-compliance trigger.

1) Failure of the Provider to perform under the terms of the contract and pursuant to Chapter 201-154, Laws of Florida and section 215.971(1)(c), Florida Statues, shall result in a financial penalty being assess on the Grantee. The Department, after determining the absence of mitigating circumstances, shall assess a penalty as outlined above.

2) When notified of noncompliance or pending financial consequences, the Provider's representative shall attest to and document the adverse circumstances beyond the Provider's control to the regional contract manager.

3) The Provider shall provide the reasons for the noncompliance, demonstrate that the issue has been corrected as quickly as reasonably possible and detail the steps that the Provider has put into place to avoid a future recurrence of the noncompliance. In addition, when applicable, the Provider shall demonstrate that any error in reporting of a measure was inadvertent and detail the steps that the Grantee has put into place to ensure accurate reporting.

4) Receipt of the attestation by the regional contract manager does not constitute acceptance of the attestation. It is specifically agreed by the parties that written acceptance by the regional contract manager of the sufficiency of the adverse circumstances beyond the Provider's control is a condition of agreeing to waive any or all of the Financial Consequences provided for hereunder.

ATTACHMENT 1
FINANCE AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits 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, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight 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, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

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.

In the event the recipient expends $500,000 or more in Federal awards during 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. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with 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. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at http://www.whitehouse.gov/omb/circulars/a102/a102.html.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB

Circular A–133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends $500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted 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. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, 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.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (1 copy)

Theresa Phelan
Department of Children and Families
1111 12th Street
Key West, FL 33040

B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: single_audit@dcf.state.fl.us

C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:
http://harvester.census.gov/fac/collect/ddeindex.html
and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department 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 or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

ATTACHMENT 2
HEALTH INSURANCE AND ACCOUNTABILITY ACT (HIPPA)

This exhibit contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function , activity, service , other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any Investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;

2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 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 January 20, 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 receipt of unanticipated funds for Fund 207 87608 KLWTD Mayfield Loan	Set up Budget	Approved grant agreement	$1,000,000.00
2	Approval of a resolution concerning the receipt of unanticipated funds for Fund 158 06047 Climate Summit	Additional Funds	Approved agreements	$84,400.00
3	Approval of a resolution amending resolution #301-2015 for Fund 125 61001 MC Canal Mst Plan	Set up Budget	Approved grant agreement	$19,543.09
4	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 13544 GE1505 UASI 14 Grant	Set up Budget	Approved grant agreement	$6,000.00
5	Approval of a resolution concerning the transfer of funds for Fund fm 85504 to 22555 Garrison Bight Bridge	Set up Budget	None	$7,817.00
6	Approval of a resolution concerning the receipt of unanticipated funds for Fund 406 636155 GAKAP147 Wetland Mitigation Monitoring	Set up Budget	Approved grant agreement	$500,000.00
7	Approval of a resolution concerning the transfer of funds for Fund 502 fm 08002 to 08001 Group Insurance	Transfer Funds	None	$10,000.00
8	Approval of a resolution concerning the transfer of funds for Fund 160 fm 85556 to 20516 Old Settlers Park	Rollover Budget	None	$9,083.00
9	Approval of a resolution concerning the receipt of unanticipated funds for Fund 158 Crim Add Cost FY16 Qtr 1	None	None	$16,273.81
10	Approval of a resolution concerning the receipt of unanticipated funds for Fund 158 Ct Tech FY16 Qtr 1	None	None	$33,664.00
11	Approval of a resolution concerning the receipt of unanticipated funds for Fund 158 Lib Fines FY16 Qtr 1	None	None	$2,290.57
12	Approval of a resolution concerning the receipt of unanticipated funds for Fund 158 52501,52503,04558,12002 FY16 Qtr 1	None	None	$20,299.79
13	Approval of a resolution concerning the receipt of unanticipated funds for Fund 001 Lib don FY16 Qtr 1	None	None	$3,520.09
14	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 6153016 OAA 3B	Set up Budget	Approved grant agreement	$17,375.43
15	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 6153116 OAA c1	Set up Budget	Approved grant agreement	$165,171.61
16	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 6153116 OAA c2	Set up Budget	Approved grant agreement	$247,434.46
17	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 6153116 OAA 3E	Set up Budget	Approved grant agreement	$64,575.89
18	Approval of a resolution concerning the receipt of unanticipated funds for Fund 001 045906 GCC JIP	Additional Funding	Approved Adopted Budget	$16,667.00

OMB Schedule Item Number 1

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 #207 2003 Revenue Bonds
Cost Center # 87608 KLWTD - Mayfield Loan
Function #5100
Activity #5170
Official/Division #1000

Revenue:		
207-381304GT	**Transfer Fm Fund 304**	**$1,000,000.00**
Total Revenue:		**$1,000,000.00**
Appropriations:		
207-87608-570710	**Principal**	**$1,000,000.00**
Total Appropriations:		**$1,000,000.00**

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 20th day of January, 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 #158 Special Revenue
Cost Center #06047 Climate Summit

Revenue:		
158-06047-366001OE	**Contribution & Donation from Private Source**	**$84,400.00**
Total Revenue:		**$84,400.00**
Appropriations:		
158-06047-530490	**Miscellaneous**	**$84,400.00**
Total Appropriations:		**$84,400.00**

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 20th day of January, 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 AMENDING RESOLUTION NUMBER 301-2015

WHEREAS, Resolution Number 301-2015, heretofore enacted for the purpose of the rollover of unanticipated funds, 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. 301-2015 previously set up in the Monroe County Budget for the purpose of the rollover of unanticipated funds in Fiscal Year 2016 contained certain erroneous information and said resolution, passed and adopted on October 21st, 2015 is hereby amended:

Fund #125 – Governmental Fund Type Grants
Cost Center #61001 MC Canal Mstr Pln Edu Pgm — Funding Opportunity Number: EPA-EE-13-01
Function #5300 Physical Environment — CFDA# 66.951 Environmental Education Grant
Activity #5390 Other Phy. Environment — Grant Period: July 1, 2014 to June 30, 2015

Revenue:		
125-61001-331390OP	Fed Grant-Physical Environment	**$19,543.09**
Total Revenue:		**$19,543.09**
Appropriations:		
125-5390-61001-530490	Miscellaneous	**$19,543.09**
Total Appropriations:		**$19,543.09**

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 20th day of January, 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

_____

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 Public Safety — **Grant Period: April 2015 –April 30, 2016**
Activity #5250 Emergency Disaster Relief
Official/Division #1012 Public Safety

Revenue:		
125-13544-331200OS-GE1505	**Federal Grants-Public Safety**	**$6,000.00**
Total Revenue		**$6,000.00**
Appropriations:		
125-5250-13544-530490-GE1505-560640	**Capital Outlay-Equipment**	**$6,000.00**
Total Appropriations:		**$6,000.00**

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 20th day of January, 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 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 #102 Road and Bridge Fund

From: 102-5130-85504-590990	**Other Uses**
Cost Center #85504 Reserves 102	
For the amount: $7,817.00	
To: 102-5410-22555-560630	**Capital Outlay-Infrastructure**
Cost Center #22555 Garrison Bight Bridge	

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 20th day of January, 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 #406 PFC & Operating Restirctions
Cost Center #636155 Wetland Mitigation Monitoring
Project #GAKAP147 Wetland Mitigation Monitoring
Function #5400
Activity #5420 Offcl/Div #1018

Revenue:

406-636155-331410OT-GAKAP147	**Federal Grants-Transportation**	**$500,000.00**
Total Revenue:		**$500,000.00**

Appropriations:

406-636155-530490-GAKAP147-530310	**Professional Svcs**	**$500,000.00**
Total Appropriations:		**$500,000.00**

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 the 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 20th day of January, 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 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 #502 Group Insurance Fund

From: 502-5620-08002-530310 **Professional Svs**
Cost Center #08002 Group Insurance Operations
For the amount: $10,000.00
To: 502-5620-08001-560640 **Capital-Equipment**
Cost Center #08001 Group Insurance Admin

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 20th day of January, 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 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 #160 Environmental Restoration Fund

From: 160-5130-85556-590990	**Other Uses**
Cost Center #85556 Reserves 160	
For the amount: $9,083.00	
To: 160-5720-20516-560630	**Capital Outlay Infrastructure**
Cost Center #20516 Settler's Park	

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 20th day of January, 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 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 Misc. Spec. Revenue Fund

Revenue:		
158-348922SC	**Crim Add Costs-Legal Aid**	**$4,068.46**
Total Revenue		**$4,068.46**
Appropriations:		
158-5640-04586-530340	**Other Contractual Service**	**$4,068.46**
Total Appropriations		**$4,068.46**
Revenue:		
158-348923SC	**Crim Add Costs-Law Lib**	**$4,068.45**
Total Revenue		**$4,068.45**
Appropriations:		
158-5810-86549-590001	**Budgeted Transfers**	**$4,068.45**
Total Appropriations		**$4,068.45**
Revenue:		
158-348924SC	**Crim Add Costs-Juv Alt**	**$4,068.45**
Total Revenue		**$4,068.45**
Appropriations:		
158-5210-68627-530340	**Other Contractual Service**	**$4,068.45**
Total Appropriations		**$4,068.45**

Revenue:		
158-348921SC	**Crim Add Costs-Ct Systems**	**$4,068.45**

Total Revenue		**$4,068.45**
		=======
Appropriations:		
158-6010-82506-530340	**Other Contractual Service**	**$4,068.45**

Total Appropriations		**$4,068.45**
		=======

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 20th day of January, 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 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 Misc Spec Rev Fund
Cost Centers# 82507 Judicial Ct. Tech FS 28.24(12)(e) 50%
69601 St Atty Ct. Tech FS 28.24(12)(e) 30%
69801 Pub Def Ct. Tech FS 28.24(12)(e) 20%

Revenue:		
158-341165SC	**Svcs-Ct. Tech**	**$16,832.00**
Total Revenue		**$16,832.00**
Appropriations:		
158-6010-82507-560640	**Capital Outlay Equipment**	**$16,832.00**
Total Appropriations:		**$16,832.00**

Revenue:		
158-341166SC	**Svcs-Ct. Tech**	**$10,099.20**
Total Revenue		**$10,099.20**
Appropriations:		
158-6020-69601-560640	**Capital Outlay Equipment**	**$10,099.20**
Total Appropriations:		**$10,099.20**

Revenue:		
158-341167SC	**Svsc-Ct. Tech**	**$6,732.80**
Total Revenue		**$6,732.80**
Appropriations:		
158-6030-69801-560640	**Capital Outlay Equipment**	**$6,732.80**
Total Appropriations:		**$6,732.80**

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 20th day of January, 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 #158 Misc Spec Rev Fund

Revenue:

158-352100SR	**(Lost Books)**	**$344.03**
158-352200SR	**(Fines)**	**$1,946.54**
Total Revenue		**$2,290.57**

Appropriations:

158-62036-560660	**Lib Mat**	**$2,290.57**
Total Appropriations		**$2,290.57**

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 the 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 20th day of January, 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 #158 Misc Spec Rev Fund

Revenue:

158-322005SG	**Building Permits**	**$7,109.49**
158-322006SG	**Bldg Permit-Bio Educ Fee**	**$12,220.30**
158-322007SG	**Bldg Permit-Fire Educ Fee**	**$970.00**
158-354009SS	**Fines**	**$0.00**
Total Revenue		**$20,299.79**

Appropriations:

158-5240-52501-530540	**Books**	**$7,109.49**
158-5240-52503-530540	**Books**	**$12,220.30**
158-5240-12002-530540	**Books**	**$970.00**
158-5690-04558-530490	**Misc**	**$0.00**
Total Appropriations		**$20,299.79**

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 the 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 20th day of January, 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 # 001 General Fund

Revenue:		
001-366801OR	**Donations-KW Lib**	**$ 2,161.69**
001-366802OR	**Donations-BP Lib**	**500.00**
001-366803OR	**Donations-Marathon Lib**	**858.40**
001-366804OR	**Donations-Islamorada Lib**	**0.00**
001-366805OR	**Donations-KL Library**	**0.00**
Total Revenue		**$3,520.09**
Appropriations:		
001-62025-560660	**KW Library Materials**	**$ 2,161.69**
001-62033-560660	**BP Library Materials**	**500.00**
001-62027-560660	**Marathon Library Materials**	**858.40**
001-62029-560660	**Islamorada Library Materials**	**0.00**
001-62031-560660	**KL Library Materials**	**0.00**
Total Appropriations:		**$3,520.09**

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 the 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 20th day of January, 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 #6153016 – Older Americans Act –III B **Contract #AA-1629**
Offcl/Div #1016 **Grant period: 1/1-12/31/2016**
Function 5600 Activity 5640 **CFDA #93.044**

Revenue:		
125-6153016-331690OH	**Federal Grants**	**$15,637.89**
125-6153016-381001GT	**Transfer fm Gen Fund**	**1,737.54**
Total Revenue		**$17,375.43**
Appropriations:		
125-6153016-510120	**Regular Salary**	**$4,000.00**
125-6153016-510210	**FICA**	**350.00**
125-6153016-510220	**Retirement**	**350.00**
125-6153016-510230	**Group Insurance**	**200.00**
125-6153016-510240	**Worker's Comp**	**100.00**
125-6153016-530340	**Other Contractual Svcs**	**12,225.43**
125-6153016-530400	**Travel**	**150.00**
Total Appropriations:		**$17,375.43**

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 20th day of January, 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

_____

Item 14 unant fund 125 OAA 3b AA-1629 6153016 FY16-17

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 #125 – Governmental Fund Type Grants
Cost Center #6153116 – Older Americans Act –C1 **Contract# AA-1629**
Offcl/Div# 1016 **Grant Period: 1/1-12/31/16**
Function 5600 Activity 5640 **CFDA#93.045**

Revenue:		
125-6153116-331690OH	**Federal Grants**	**$148,654.45**
125-6153116-381001GT	**Transfer fm Gen. Fund**	**16,517.16**
Total Revenue:		**$165,171.61**
Appropriations:		
125-6153116-510120	**Salaries**	**$60,000.00**
125-6153116-510210	**FICA**	**5,500.00**
125-6153116-510220	**Retirement**	**4,600.00**
125-6153116-510230	**Group Insurance**	**5,000.00**
125-6153116-510240	**Worker's Comp**	**1,000.00**
125-6153116-530310	**Professional Svcs**	**1,000.00**
125-6153116-530400	**Travel**	**100.00**
125-6153116-530410	**Phone & Postage**	**1,500.00**
125-6153116-530430	**Utilities**	**1,500.00**
125-6153116-530491	**Food & Dietary**	**84,971.61**
Total Appropriations:		**$165,171.61**

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 20th day of January, 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

_____

Item 15 unant fund 125 OAA C1 AA-1629 6153116 FY16-17

OMB Schedule Item Number 16

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 #6153216 – Older Americans Act –C2 **Contract# AA-1629**
Offcl/Div#1016 **Grant period: 1/1-12/31/2016**
Function 5600 Activity 5640 **CFDA#93.045**

Revenue:		
125-6153216-331690OH	**Federal Grants**	**$222,691.01**
125-6153216-381001GT	**Transfer fm Gen. Fund**	**24,743.45**
Total Revenue:		**$247,434.46**
Appropriations:		
125-6153216-510120	**Salaries**	**$60,000.00**
125-6153216-510210	**FICA**	**4,000.00**
125-6153216-510220	**Retirement**	**4,000.00**
125-6153216-510230	**Group Insurance**	**6,000.00**
125-6153216-510240	**Worker's Comp**	**1,000.00**
125-6153216-530310	**Professional Svcs**	**700.00**
125-6153216-530400	**Travel**	**500.00**
125-6153216-530410	**Phone & Postage**	**1,500.00**
125-6153216-530430	**Utilities**	**700.00**
125-6153216-530460	**Repair & Maintenance**	**500.00**
125-6153216-530491	**Food & Dietary**	**162,434.46**
125-6153216-530510	**Office Supplies**	**1,000.00**
125-6153216-530521	**Gasoline**	**100.00**
125-6153216-530528	**Internal Fuel**	**5,000.00**
Total Appropriations:		**$247,434.46**

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 20th day of January, 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

_____

Item 16 unant fund 125 OAA C2 AA-1629 6153216 FY16-17

OMB Schedule Item Number 17

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 #6153416 – Older Americans Act –IIIE **Contract# AA-1629**
Offcl/Div#1016 **Grant period: 1/1-12/31/16**
Function 5600 **CFDA#93.052**
Activity 5640

Revenue:		
125-6153416-331690OH	**Federal Grants**	**$58,118.30**
125-6153416-381001GT	**Transfer fm Gen. Fund**	**6,457.59**
Total Revenue:		**$64,575.89**
Appropriations:		
125-6153416-510120	**Salaries**	**$13,000.00**
125-6153416-510210	**FICA**	**900.00**
125-6153416-510220	**Retirement**	**800.00**
125-6153416-510230	**Group Insurance**	**2,500.00**
125-6153416-510240	**Worker's Comp**	**100.00**
125-6153416-530340	**Other Contractual**	**47,275.89**
Total Appropriations:		**$64,575.89**

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 20th day of January, 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 18

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 # 045906 GCC JIP
Function# 5600 Activity# 5630 Official Division# 1000

Revenue:		
001-045906-381101GT	**Transfer fm 101**	**$16,667.00**
Total Revenue:		**$16,667.00**
Appropriations:		
001-045906-530340	**Other Contractual Services**	**$16,667.00**
Total Appropriations:		**$16,667.00**

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 20th day of January, 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: January 20, 2016 Department: OMB

Bulk Item: X No ___ Staff Contact /Phone #: Laura deLoach-Hartle x4482

AGENDA ITEM WORDING: Approval of agreement with Guidance Care Center for the Jail In-House Program for FY 2016.

ITEM BACKGROUND: The Jail In-House Program (JIP) direct program cost for FY16 is $213,640. The program will be funded in part by a FDLE Byrne JAG grant in the amount of $37,331 for the Women's Jail In-House Program. This year FDLE did not fund the Men's JIP. The Sheriff's office will be providing funds to help meet the funding shortfall in the Men's JIP. The balance remaining necessary to support the direct program is $133,284. The full program budget including the Sheriff's office anticipated funds is attached. (Additional indirect program costs will be funded by the Guidance Care Center (GCC)).

PREVIOUS RELEVANT BOCC ACTION: For FY15, the BOCC funded the JIP in the amount of $107,680. For FY16, the BOCC approved the funding amounts during the budget process, $116,617 from the General Fund and $16,667 (budgeted match for Men's JIP) from Fine and Forfeiture.

CONTRACT/AGREEMENT CHANGES: None

STAFF RECOMMENDATIONS: Approval

TOTAL COST: JIP $133,284 **Baker Act $**_____**/Trnsp. Disadv. $**_____ **SAMH $**_____
INDIRECT COST: _____ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: NA

COST TO COUNTY: $133,284 **SOURCE OF FUNDS:** Ad Valorem, Fine & Forfeiture.

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

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

DOCUMENTATION: Included X Not Required___

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 7/09

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Guidance/Care Center

Effective Date: 10/01/15

Expiration Date: 9/30/16

Contract Purpose/Description: Provides services to persons in the Jail In-House Program affected by substance abuse in Monroe County Detention Center.

Contract Manager: Laura deLoach-Hartle (Name) 4482 (Ext.) OMB/Grants (Department)

for BOCC meeting on 01/20/16 Agenda Deadline: 01/05/16

CONTRACT COSTS

Total Dollar Value of Contract: $133,284 Current Year Portion: $133,284

Budgeted? Yes ☒ No ☐ Account Codes: 001-045906-530340

Grant: $0.00 ____-____-____-____-____

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
Department Head	____	Yes ☐ No ☐	____	____
Risk Management	1.5.16	Yes ☐ No ☑	[signature]	1.5.16
O.M.B./Purchasing	1/5/16	Yes ☐ No ☑	[signature]	1/5/16
County Attorney	1/5/16	Yes ☐ No ☑	[signature]	1/5/16

Comments: ____

GUIDANCE/CARE CENTER INC.
Jail Programs
FY 2016

	Total	Men's Program	Women's Program
Jail Staff			
Program Director	13,050	8,700	4,350
Clinical Supervision Lead Counselor	45,000	30,000	15,000
Counselor/Case Manager	42,000	27,720	14,280
Counselor/Case Manager	35,000	23,450	11,550
Clinical Evaluation	35,000	23,100	11,900
Fiscal Support (Billing, Payroll, AP)	6,125	4,655	1,470
Data Entry and Reporting	5,265	3,510	1,755
Total Wages	1,680	1,120	560
	183,120	122,255	60,865
Fringe benefits @ 10%	18,310	12,224	6,086
Total Wages & Fringe Benefits	201,430	134,479	66,951
Program Maintenance/Supplies			
MRT Workbooks (@ $24.00)	2,160	1,440	720
SSC Workbooks (@ $25.00)	2,250	1,500	750
Drug Tests	1,800	1,200	600
Educational materials and training	6,000	4,000	2,000
	12,210	8,140	4,070
Total Direct Expenses	$ 213,640	$ 142,619	$ 71,021
FDLE Revenues			
FDLE/Byrne JAG	37,331	0	37,331
Monroe County BOCC	**133,284**	**99,594**	**33,690**
Monroe County Sheriff	43,025	43,025	0
Total	$ 213,640	$ 142,619	$ 71,021

Percentage of Participation - Men's Program	
Monroe County BOCC	**70%**
Monroe County Sheriff	30%

AGREEMENT

This Agreement is made and entered into this 20th day of January, 2016, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and Guidance/Care Center, hereinafter referred to as "PROVIDER."

WHEREAS, the PROVIDER is a not-for-profit corporation established for the provision of behavioral health services throughout the Florida Keys, and

WHEREAS, it is a legitimate public purpose to provide behavioral health services including comprehensive substance abuse services for individuals in the Jail In-House Program at the Monroe County Detention Center, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

FUNDING

1. AMOUNT OF AGREEMENT. The Board, in consideration of the PROVIDER substantially and satisfactorily performing and carrying out the duties and obligations of the Board, shall reimburse the Provider for a portion of the Provider's expenditures for the Jail In-House Program services (including substance abuse and mental health services, such as psychosocial assessment, individual counseling, group therapy and case management, to those incarcerated individuals that qualify for the program), as billed by the Provider. This cost shall not exceed a total reimbursement of ONE HUNDRED THIRTY THREE THOUSAND TWO HUNDRED EIGHTY FOUR AND NO/100 DOLLARS ($133,284) during the fiscal year 2016.

2. TERM. This Agreement shall commence on October 1, 2015, and terminate September 30, 2016, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment will be made periodically, but no more frequently than monthly, as hereinafter set forth. Reimbursement requests will be submitted to the Board via the Clerk's Finance Office. The County shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with Monroe County Code of Ordinances, State laws and regulations and Attachment A - Expense Reimbursement Requirements. Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as Attachment B. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Article 2 above.

After the Clerk of the Board examines and approves the request for reimbursement, the Board shall reimburse the PROVIDER. However, the total of said reimbursement expense payments in the aggregate sum shall not exceed the total amount shown in Article 1, above, during the term of this agreement.

4. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the PROVIDER. The Board shall not be obligated to pay for any services or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

5. CLAIMS FOR FEDERAL OR STATE AID. PROVIDER 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.

6. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County and shall be accounted for pursuant to statutory requirements.

RECORDKEEPING

7. RECORDS. PROVIDER 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 PROVIDER pursuant to this Agreement were spent for purposes not authorized by this Agreement, the PROVIDER shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to PROVIDER.

8. PUBLIC ACCESS. The County and PROVIDER 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 PROVIDER in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by PROVIDER.

9. COMPLIANCE WITH COUNTY GUIDELINES. The PROVIDER must furnish to the County the following (items A-I must be provided prior to the payment of any invoices):

(a) IRS Letter of Determination and GUIDESTAR printout indicating current 501(c)(3) status;
(b) List of the Organization's Board of Directors of which there must be at least 5 and for each board member please indicate when elected to serve and the length of term of service;
(c) Evidence of annual election of Officers and Directors;
(d) Unqualified audited financial statement from the most recent fiscal year for all organizations that expend $150,000 a year or more; if qualified, include a statement of deficiencies with corrective actions recommended/taken;
(e) Copy of a filed IRS Form 990 from most recent fiscal year with all attached schedules;
(f) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
(g) Organization's Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol free workplace provisions, and equal employment opportunity provisions;
(h) Specific description or list of services to be provided under this contract with this grant (see Attachment C);
(i) Annual Performance Report describing services rendered during the most recently completed grant period (to be furnished within 30 days after the contract end date.) The performance report shall include statistical information regarding the types and frequencies of services provided, a profile of clients (including residency) and numbers served, and outcomes achieved;
(j) Cooperation with County monitoring visits that the County may request during the contract year; and
(k) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may request during the contract year.

RESPONSIBILITIES

10. SCOPE OF SERVICES. The PROVIDER, for the consideration named, covenants and agrees with the Board to substantially and satisfactorily perform and provide the services outlined in Attachment C to residents of Monroe County, Florida.

11. ATTORNEY'S FEES AND COSTS. The County and PROVIDER 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.

12. BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and PROVIDER and their respective legal representatives, successors, and assigns.

13. 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.

14. NO SOLICITATION/PAYMENT. The County and PROVIDER 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 PROVIDER 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. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

COMPLIANCE ISSUES

16. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision 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 PROVIDER.

17. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

18. NON-DISCRIMINATION. County and PROVIDER 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 PROVIDER 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.

AMENDMENTS, CHANGES, AND DISPUTES

19. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by the County.

20. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. County and PROVIDER 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.

21. 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 PROVIDER 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 PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ASSURANCES

22. COVENANT OF NO INTEREST. County and PROVIDER 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.

23. NO ASSIGNMENT. The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein.

Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

24. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the PROVIDER 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.

25. ATTESTATIONS. PROVIDER 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. 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.

INDEMNITY ISSUES

27. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

28. 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.

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.

30. 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.

31. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms 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 PROVIDER agree that neither the County nor the PROVIDER 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.

GENERAL

32. 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.

33. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:
Grants Administrator
1100 Simonton Street
Key West, FL 33040

and

Monroe County Attorney
PO Box 1026
Key West, FL 33041

For PROVIDER
Frank Rabbito, Senior Vice President
Guidance/Care Center
1205 Fourth Street
Key West, FL 33040

34. 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 PROVIDER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and PROVIDER 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.

35. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

36. 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 PROVIDER 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.

37. 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 PROVIDER and the Board.

[THIS SPACE INTENTIONALLY LEFT BLANK WITH SIGNATORY PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

By_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman

Witness

Witness

Guidance/Care Center

(Federal ID No. 59-1458324)

By _____
Area Director
Guidance/Care Center

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT BARROWS
ASSISTANT COUNTY ATTORNEY
Date 4/5/16

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, and support for applicable paid payroll taxes.

Postage, Overnight Deliveries, Courier, etc.

A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.

For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.
A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel reimbursement requests must be submitted and will be paid in accordance with Monroe County Code of Ordinances and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting, a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Non-allowable Expenses
The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of_____ to_____.

Check #	Payee	Reason	Amount
101	Company A	Rent	$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	XXX.XX
(A)	Total		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Chief Executive Officer

Attachments (supporting documentation)

Sworn to and subscribed before me this _____ day of _____ 20__ by_____ who is personally known to me.

_____
Notary Public

Notary Stamp

ATTACHMENT C

Services to be provided:

Guidance Care Center will provide substance abuse services, including assessment, case management, individual and group therapy, drug testing, and educational, parenting, and vocational workshops to men and women in the Monroe County Detention Center (also known as the Jail In-House program).

ATTACHMENT D

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, 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 Maureen Kemp (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

Date: 1/5/16

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on Jan. 5 2016 (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

Carol A Dochow
NOTARY PUBLIC

My Commission Expires: _____

CAROL A. DOCHOW
Notary Public - State of Florida
My Comm. Expires Jun 7, 2018
Commission # FF 104268

ATTACHMENT E

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"GUIDANCE CARE CENTER INC"
(Company)

"...warrants that he/it has not employed, retained or otherwise had act on his/her 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."

(Signature)

Date: 1/5/16

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on Jan 5 2016

(date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

CAROL A. DOCHOW
Notary Public - State of Florida
My Comm. Expires Jun 7, 2018
Commission # FF 104268

ATTACHMENT F

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

GUIDANCE/CARE CENTER INC

(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' 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.

(Signature)

Date: 1/5/16

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on Jan. 5 2016 (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

Carol A Dochow

NOTARY PUBLIC

CAROL A. DOCHOW
Notary Public - State of Florida
My Comm. Expires Jun 7, 2018
Commission # FF 104268

My Commission Expires: _____

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: OMB/Grants

Bulk Item: Yes X No ___ Staff Contact /Phone #: Laura deLoach-Hartle/Ext. 4482

AGENDA ITEM WORDING: 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.

ITEM BACKGROUND: Federal funds are provided through the Florida Department of Law Enforcement. The Substance Abuse Policy Advisory Board (SAPAB) reviews proposals and makes recommendations to BOCC for local funding programs.

PREVIOUS RELEVANT BOCC ACTION: Approval to apply for grant funds was given at the October 21, 2015 meeting.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $37,331 **INDIRECT COST:** ___ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $0 **SOURCE OF FUNDS:** FDLE

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

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

DOCUMENTATION: Included ___ Not Required ___

DISPOSITION: ___ **AGENDA ITEM #** ___

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Guidance/Care Center

Effective Date: 10/01/15
Expiration Date: 09/30/16

Contract Purpose/Description: Funds provided through FDLE Agreement for Guidance/Care Center Women's Jail Incarceration Drug Abuse Treatment program.

Contract Manager: Laura deLoach-Hartle (Name) 4482 (Ext.) OMB/Grants Admin. (Department)

for BOCC meeting on: 01/20/16 Agenda Deadline: 01/05/16

CONTRACT COSTS

Total Dollar Value of Contract: $37,331
Budgeted? Yes X No
Grant: $37,331
County Match: $0

Current Year Portion: $37,331
Account Codes: 125-06057-530490-GG1602

ADDITIONAL COSTS

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	____	Yes☐ No☐	_____	____
Risk Management	1.5.16	Yes☐ No☑	[signature]	1.5.16
O.M.B./Purchasing	1/5/16	Yes☐ No☑	[signature]	1/5/16
County Attorney	1/5/16	Yes☐ No☑	[signature]	1/5/16

Comments: _____

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FUNDS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of January, 2016, by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, hereinafter referred to as "COUNTY," and Guidance/Care Center hereinafter referred to as "AGENCY."

WITNESSETH

WHEREAS, the Florida Department of Law Enforcement has awarded a sub-grant of Edward Byrne Memorial Justice Assistance to the COUNTY to implement a program that provides substance abuse treatment services to women offenders held in local correctional facilities who have at least six months and no more than twelve months of their sentence left to serve; and

WHEREAS, the COUNTY is in need of an implementing agency to provide said services under this Program; and

WHEREAS, the AGENCY is the sole provider of this program; and

WHEREAS, the COUNTY has agreed to disburse the Edward Byrne Memorial Justice Assistance Grant funds to the AGENCY in accordance with the COUNTY'S application for the Edward Byrne Memorial Assistance Grant.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and the AGENCY agree as follows:

1. TERM - The term of this Agreement is from October 1, 2015 through September 30, 2016, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.

2. SERVICES - The AGENCY will provide services, in compliance with all provisions, as outlined in the COUNTY'S Edward Byrne Memorial Justice Assistance Sub-grant Award, attached and made a part hereof (Attachment B).

3. FUNDS - The total project budget to be expended by the AGENCY in performance of the services set forth in Section 2 of this agreement shall be the total sum of $37,331. All funds shall be distributed and expended in accordance with the Project Budget Narrative as outlined in the grant agreement.

4. INCORPORATION BY REFERENCE - The provisions of those certain documents entitled "State of Florida Office of Criminal Justice Grants Florida Department of Law Enforcement Sub-grant Award Certificate and Application" and all laws, rules and regulations relating thereto are incorporated by reference (Attachment B).

5. BILLING AND PAYMENT

(a) The AGENCY shall comply with the program and expenditure reporting requirements for Byrne Grant funds. The AGENCY shall render to the COUNTY **a detailed quarterly performance report not later than 7 days after the end of each quarter**. The quarterly performance reports must include a response to all objectives included in your project, as described in the Performance section in the grant agreement. A detailed narrative, reflecting on accomplishments, challenges, etc. is required as part of this quarterly report. The AGENCY shall render to the COUNTY, **monthly itemized invoices, not later than 30 days after the end of each month**, properly dated, describing the

services rendered, the unit cost of the services, and all other information required including supporting documentation validating delivery of services. The original invoice shall be sent to:

Grants Administrator
1100 Simonton Street
Key West, FL 33040

(b) Payment shall be made after review and approval by the COUNTY within thirty (30) days of receipt of the correct and proper invoice submitted by the AGENCY.

(c) The County shall only make payment subject to the funded amounts above, those documented services provided which are reviewed and approved as complying with Monroe County Code of Ordinances, State laws and regulations and Attachment B – Edward Byrne Memorial Justice Assistance Sub-grant Award. Evidence of services rendered by the PROVIDER shall be in the form of a letter, summarizing the units of services with supporting documentation of service delivery attached. The letter should contain a notarized certification statement. An example of a payment request cover letter is included as Attachment A.

6. TERMINATION - This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party. The COUNTY shall not be obligated to pay for any services provided by the AGENCY after the AGENCY has received notice of termination.

7. ACCESS TO FINANCIAL RECORDS - The AGENCY shall maintain appropriate financial records which shall be open to the public at reasonable times and under reasonable conditions for inspection and examination and which comply with the Agreement incorporated in Section 4 of this Agreement.

8. AUDIT - The AGENCY shall submit to the COUNTY an audit report covering the term of this Agreement, within one-hundred twenty (120) days following the Agreement's lapse or early termination and shall also comply with all provisions of the Agreement incorporated in Section 4 of this Agreement.

9. NOTICES - Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY:
Grants Administrator
1100 Simonton Street
Key West, FL 33040

FOR PROVIDER:
Frank Rabbito, Senior Vice President
Guidance Care Center
1205 Fourth Street
Key West, FL 33040

Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

10. UNAVAILABILITY OF FUNDS - If the COUNTY shall learn that funding from the Florida Department of Law Enforcement cannot be obtained or cannot be continued at a level sufficient to allow for the services 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 AGENCY at its address specified above. The COUNTY shall not be obligated to pay for any services provided by the AGENCY after the AGENCY has received notice of termination.

11. COMPLIANCE WITH LAWS AND REGULATIONS - In providing all services pursuant to this Agreement, the AGENCY shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted, and particularly Article 1, Section 3 of the Constitution of the State of Florida and Article 1 of the United States Constitution, which provide that no revenue of the state or any political subdivision shall be utilized, directly or indirectly, in aid of any church, sect or religious denomination or in aid of any sectarian institution. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement immediately upon delivery of written notice of termination to the AGENCY. If the AGENCY receives notice of material breach, it will have thirty days in order to cure the material breach of the contract. If, after thirty (30) days, the breach has not been cured, the contract will automatically be terminated.

12. ASSIGNMENTS AND SUBCONTRACTING - Neither party to this Agreement shall assign this Agreement or any interest under this Agreement, or subcontract any of its obligations under this Agreement, without the written consent of the other.

13. EMPLOYEE STATUS – The AGENCY is an independent contractor. Persons employed by the AGENCY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

14. INDEMNIFICATION - The AGENCY agrees to hold harmless, indemnify, and defend the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the AGENCY.

15. ENTIRE AGREEMENT

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed at Monroe County, Florida, on the day and year first written above.

(SEAL)
ATTEST: AMY HEAVILIN, Clerk

By:_____
Deputy Clerk

Witness

Witness

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

Guidance/Care Center, Inc.

By:_____

Title: Area Director

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/5/16

ATTACHMENT A

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the units of services provided for (Organization name) for the period of _____.

Unit Type	Number of Units Provided for Program	Unit Cost	Amount Due
Service provided	XX.XXX	$ XX.XX	$ XXX.XX
Service provided	XX.XXX	$ XX.XX	$ XXX.XX

(A)	Total	$ X,XXX.XX
(B)	Total prior payments	$ X,XXX.XX
(C)	Total requested and paid (A + B)	$ X,XXX.XX
(D)	Total contract amount	$ X,XXX.XX
	Balance of contract (D C)	$ X,XXX.XX

I certify that the above services have been provided to the clients and that the units are accurate and in agreement with the records of this organization. Furthermore, these units are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for payment to any other funding source.

_____
Authorized Signatory

Attachments (supporting documentation)

Sworn to and subscribed before me this _____ day of _____ 20__

by_____ who is personally known to me.

_____
Notary Public

Notary Stamp

ATTACHMENT B

SUBGRANT AWARD CERTIFICATE

Subgrantee: Monroe County Board of Commissioners

Date of Award: 1/8/2016

Grant Period: From: 10/01/2015 TO: 09/30/2016

Project Title: WOMEN'S JAIL INCARCERATION DRUG ABUSE TREATMENT PROGRAM

Grant Number: 2016-JAGC-MONR-1-H3-184

Federal Funds: $ 37,331.00

State Agency Match:

Local Agency Match: $ 0.00

Total Project Cost: $ 37,331.00

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, Common Rule for State and Local Governments, or OMB Uniform Grant Guidance (2 CFR Part 200), in their entirety. It is also subject to the attached standard conditions and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This award is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables. Expenditures must be supported with documentation and verified during annual monitoring. Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

/ Petrina T. Herring

Authorized Official
Petrina Tuttle Herring
Bureau Chief

1/8/2016

Date

( ) This award is subject to special conditions (attached).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1- Administration

Subgrant Recipient

Organization Name: Monroe County Board of Commissioners
County: Monroe

Chief Official

Name: Danny Kolhage
Title: Mayor
Address: 530 Whitehead Street
Suite 102
City: Key West
State: FL **Zip:** 33040-6547
Phone: 305-292-3440 **Ext:**
Fax:
Email: boccdis1@monroecounty-fl.gov

Chief Financial Officer

Name: Amy Heavilin
Title: Clerk of Court
Address: 500 Whitehead Street
City: Key West
State: FL **Zip:** 33040-3110
Phone: 305-295-3130 **Ext:**
Fax:
Email: aheavilin@monroe-clerk.com

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1 - Administration

Implementing Agency

Organization Name: Monroe County Board of Commissioners

County: Monroe

Chief Official

Name: Danny Kolhage

Title: Mayor

Address: 530 Whitehead Street
Suite 102

City: Key West

State: FL **Zip:** 33040-6547

Phone: 305-292-3440 **Ext:**

Fax:

Email: boccdis1@monroecounty-fl.gov

Project Director

Name: Laura Deloach-Hartle

Title: Senior Administrator- Grants & Special Projects

Address: 1100 Simonton Street
Room 2-285

City: Key West

State: FL **Zip:** 33040-3110

Phone: 305-292-4482 **Ext:**

Fax:

Email: deloachhartle-laura@monroecounty-fl.gov

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: WOMEN'S JAIL INCARCERATION DRUG ABUSE TREATMENT PROGRAM

Subgrant Recipient: Monroe County Board of Commissioners

Implementing Agency: Monroe County Board of Commissioners

Project Start Date: 10/1/2015 **End Date:** 9/30/2016

Problem Identification

South Florida, including Monroe County and the Florida Keys, continues to have the unfortunate distinction of being designated as a high-intensity drug trafficking area and, as such, is a leading illicit drug importation area. This has increased the availability of illicit drugs in Monroe County resulting in drug abuse rates higher than both the state and national averages. Specifically in regards to the female population of Monroe County which is the population of focus for this grant request, the latest Behavioral Risk Factor Surveillance Survey compiled by the Florida Department of Health reports rates of drug involvement as over twice that of the state average and four times that of the much larger Miami-Dade County to the north. The Agency for Healthcare Administration in its Emergency Department and Inpatient Hospitalization Data of 2011 publication indicates that female residents of our county had over twice the state rate per 100,000 populations for emergency room treatment for acute drug intoxication. In addition, Monroe has over twice the state average for DUI arrests and, consequently, almost three times the state average for vehicular deaths involving drug use. Opioid and crack cocaine addiction also continues to ravage the community and lead addicts quickly into the criminal justice system. The GAINS Center estimates that US jails admit approximately 1.1 million people with serious mental illness annually and among these admissions, 72% also meet criteria for co-occurring substance use disorders. Monroe County Sheriff's Department reports that between January 2012 and March 2015, there were over 3,000 females who were rearrested for substance related crimes.

For many drug involved women, the obsession surrounding use and attainment of illicit and legal drugs of abuse often lead to legal involvement, criminal conduct, neglect of family and self, and ultimately incarceration. In addition; the destruction of parent-child relationships, increased domestic violence, increased crime, child abuse and neglect, foster care placement, divorce, stress on the legal and medical systems of a county with very limited resources, and global negative effects on our communities and quality of life are also directly affected. Recognizing the significant need for appropriate treatment among greater numbers of incarcerated women whose level of drug involvement is such that they would not benefit from available outpatient treatment, the Guidance/Care Center along with the Monroe County Sheriff's Office created the Jail Incarceration Drug Treatment Program located within the Monroe County Detention Center in 1992. It remains today as one of the few such programs operated within a county jail in Florida and the only opportunity for women to receive intensive drug abuse treatment within Monroe County. Moreover, these women are able to get treatment quickly instead of being one of the 66% of substance abusing Florida residents who desire help but are unable to access treatment due to Florida's lengthy waiting list for substance abuse services as reported by the Florida Department of Children and Families. Increasingly, the behavioral health field is moving toward treatment of co-occurring disorders, which means recognizing that substance abuse also goes hand in hand with a mental illness, including Post Traumatic Stress Disorder. This program has been able to attain and maintain a very low recidivism rate (under 25%) for women participants in the last 5

Section 2: Project Overview

years with the addition of evidenced-based practices and special attention to the unique needs of substance abusing women who also may have mental health needs. The program has a very close relationship with county judges, attorneys, and the administration and staff of the Monroe County Detention Center as well as city and county authorities. Women who complete treatment are often granted early release from incarceration to return to their families and begin rebuilding their lives and the lives of their loved ones thereby saving the county the expense of their continued detainment. Skills attained within the context of treatment increases the chances of sustained recovery, healthier family and other personal relationships, healthier children, and safer communities.

Project Summary (Scope of Work)

In 1997, The Jail In-House Program (JIP), as it was initially named, was developed in the Monroe County Detention Center and began providing substance abuse treatment services to county inmates to lay the foundation for sustained recovery. The majority of clients are court ordered by the Drug Court, Circuit Court and County Court Judges in Monroe County. The rest enter the program as volunteers who have met the criteria for drug/alcohol treatment and will be in the county jail a minimum of 182 days. The program has established a positive reputation county wide, working closely with judges, prosecutors and defense attorneys throughout the county. DCF audits for the past three years reported that this program meets or exceeds Best Practice standards with 100% compliance. This year's funding will allow services begun with last year's grant to continue for this population in the detention center.

In May 2010, the Commission on Accreditation of Rehabilitative Facilities (CARF) evaluated the JIP program for accreditation. The program was received renewed three year accreditation in June 2013. The Jail Incarceration Program met the highest CARF standards and received recognition for its positive relationships between correctional staff and treatment/clinical staff.

Client-centered individualized treatment plans tailored to the needs of women are a cornerstone of gender-responsive treatment. After developing these plans in partnership with the program participant, treatment plan reviews, case management services to provide community linkages and monthly self-reports of progress continue to refine the plan. On-going program review occurs through monthly focus groups with administrative staff and participants. An assessment provides a comprehensive assessment of client needs and assists in developing a person-centered Wellness Plan that is updated with the participant every 30 days. A licensed clinician also provides a Brief Behavioral Status Exam upon admission to diagnose and make appropriate recommendations. Admission policies are welcoming to individuals with co-occurring disorders, learning disabilities, and illiteracy, as well as other special individualized needs. This allows access for all who probably otherwise would not receive services.

Treatment in the program is a minimum of six months and a maximum of one year. Aftercare services are encouraged as a part of re-entry planning and last up to six months once the participant is released. The Guidance/Care Center provides aftercare throughout the county in community-based facilities. Aftercare is given priority and participants are enrolled before they are released. These services are available to all participants regardless of ability to pay.

The Guidance/Care Center employs all program staff and has a forty two year history of

providing substance abuse counseling and mental health services. The program will require 1 full time counselor to provide all core program services to no less than 30 women for the one-year grant period. Administrative support to conduct regular case staffing, provide services, collect and report data, and monitor program outcomes will be billed at .25 FTE.

Program services will be delivered using several evidence based practices including a Cognitive Behavioral Therapy (CBT) based curriculum entitled Substance Abuse and Criminal Conduct: Strategies for Self Improvement and Change - Pathways to Responsible Living. Throughout the treatment episode participants use a client workbook that belongs to them. Additionally, Moral Reconation Therapy, another systematic treatment strategy that seeks to decrease recidivism among criminal offenders by increasing moral reasoning is included. Treatment in the correctional setting will incorporate trauma-informed and gender-responsive treatment through the use of the evidenced-based "Seeking Safety" treatment model that incorporates treatment of PTSD into traditional treatment of substance use disorders. Seeking Safety offers 25 treatment topics, each with a clinician guide and client handouts. In addition, four combination topics are Introduction to Treatment / Case Management, Safety, The Life Choices Game (Review), and Termination. These relational models support the development of healthy relationships with self, significant others, and the community at large in order to reduce the risk of relapse and recidivism. Staff will use individual and group formats to deliver core services. Relapse Prevention Therapy incorporates Motivational Interviewing to facilitate movement through the stages of change, and helps participants develop real life tools to cope with relapse triggers. The program staff, in conjunction with the corrections staff, conduct random drug testing on all participants and positive tests can result in 30 days in lock-up and a return to court for judicial review of the case. Tests used are a 10 panel dip stick testing for amphetamine, benzodiazepines, cocaine, opiates, synthetic opiates, THC, PCP, barbiturates, MDMA and methadone. These tests also include adulteration and temperature strips to ensure the sample has not been tampered or masked.

Monroe County Board of Commissioners will subcontract with a service provider to offer substance abuse treatment services to female inmate in the Monroe County Detention Center. Grant funds will be used to pay a portion of the unit costs for Guidance/Care Center to provide services as discussed in the scope of work above. The provider's minimum performance required for payment by the county will be established in the local agency contractual services agreement, and accounted for through monthly invoices reflecting units of service provided along with Event Reports and Unit Reports. The provider will conduct a minimum of 60 quarter hours of assessments and 296 quarter hours of case management services for each defendant. Case management will be provided to each participant and include a minimum of the following: 60 quarter hours of Assessments, 346 quarter hours of Individual therapy, 2,458 quarter hours of Group Therapy, 296 quarter hours of Case Management. Documentation to support costs and activities will be maintained for all grant-funded expenditures for reimbursement. All documentation to support use and expenditure of grant funds, including a copy of the local subcontract agreement and records that the provider met minimum performance requirements, will be available for review during grant monitoring or upon request.

The deliverable for this agreement is the quarterly performance of the tasks and activities described in the scope of work in accordance with the local agency contractual agreement and/or position description. Monroe County will request reimbursement of

allowable costs identified in Section 4, pages 1-3 on a quarterly basis.

Monthly invoices are provided to Monroe County by the treatment provider, Guidance/Care Center, summarizing activities for which they seek payment, Monroe County will enter into an agreement with Guidance/Care Center to provide the services identified.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 62

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)

Answer: Monroe County

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the most recent census)?

Answer: 73090

Question: What is the address of the location being used to provide services for this project?

Answer: Monroe County Detention Center
5501 College Road
Key West, FL 33040

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: Local government agency who contracts with a local non-profit to provide the services.

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee?
If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: N/A

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: Yes

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: Yes

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3 - Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 10 - Behavioral Health

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: Unfunded units are paid through a partnership with Monroe County.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of the above.

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Attend community meetings (suicide prevention taskforce).

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: N/A

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Section 3: Performance

Goal: Educate participants about substance abuse and the relationship to criminal thinking and behavior, assist participants in developing healthy coping skills and support networks, reduce recidivism due to substance use related crimes.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes.

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: Barriers have typically involved courts ordering individuals into the program who cannot complete the 6 months of required programming due to jail release.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes.

State Purpose Area: 5C - Consultants/Contracts

Objectives and Measures

Objective: Consultants/Contracts - Questions for all recipients using consultants/contracts.

Measure: Consultants1

Please describe what consultants/contracts will be paid for with JAG funds during the grant period. Include names, titles and areas of expertise where applicable.

Goal: Monroe County will enter into an agreement with the service provider, Guidance/Care Center.

State Purpose Area: R25 - Questions for recipients of an award $25,000 or more.

Objectives and Measures

Objective: B1 General - Behavioral health questions for recipients of an award $25,000 or more.

Measure: B01

Section 3: Performance

If you will operate a behavioral health program with JAG funds during the grant period, what percentage of the program's total costs will be paid for with sources other than this JAG award? If you operated more than one program, answer for each separately.

Goal: 62%

Measure: B02

What is the name of your behavioral health program? If you will operate more than one program/service, answer for each separately.

Goal: JIP (Jail Incarceration Program)

Measure: B03

If you will operate a behavioral health program with JAG funds during the grant period, what was the initiation year of that program, regardless of when it received JAG funding? If you will operate more than one program, answer for each separately.

Goal: 1997

Measure: B04

What behavioral health services will you provide during the grant period? If you will operate more than one program, answer for each separately. Choose all that apply from the following list: Substance abuse treatment, Mental health treatment, Co-occuring treatment (includes both substance abuse and mental health treatment).

Goal: Substance abuse treatment, Mental health treatment, Co-occurring. (Comprehensive behavioral health evaluations, treatment planning, case management, group and individual therapy, court communication and representation if required, discharge planning.)

Measure: B05

Are you or a partner planning or conducting an evaluation of your behavioral health program? If you will operate more than one program, answer for each separately.

Goal: Yes

Measure: B06

If you or a partner are planning or conducting an evaluation of your program, describe the current status of the evaluation, its purpose, who is conducting the evaluation and the evaluation results if applicable. If you will operate more than one program being evaluated, answer for each separately.

Goal: Our agency has a performance improvement plan that evaluates programming and outcomes. Evaluation data is compiled through WestCare and includes fidelity on evidence based programs, outcome measures for Seeking Safety and satisfaction surveys.

Section 4: Performance

Measure: B07

Regardless of JAG funding, how many treatment staff on the program are currently licensed and/or certified in substance abuse treatment? If you operate more than one program, answer for each separately.

Goal: 1

Measure: B08

Regardless of JAG funding, how many treatment staff are currently licensed and/or certified in mental health treatment? If you operate more than one program, answer for each separately.

Goal: 1

Measure: B09

Regardless of JAG funding, how many treatment staff on the program are currently licensed and/or certified in co-occuring treatment? If you operate more than one program, answer for each separately.

Goal: 1

Measure: B10

How many treatment employees does your office currently have on staff? Please count both full- and part-time employees.

Goal: 5

Measure: B11

Of the treatment employees your office currently has on staff, how many are JAG funded?

Goal: 3

Measure: B12

Regardless of JAG funding, approximately how many new participants will be added to the program for only substance abuse treatment during the grant period? If you will operate more than one program, answer for each separately.

Goal: 30

Measure: B13

Regardless of JAG funding, approximately how many total participants will receive only substance abuse treatment services during the grant period? If you will operate more than one program, answer for each separately.

Goal: 30

Measure: B14

Regardless of JAG funding, approximately how many new participants will be added to the program for only mental health treatment during the grant

Section 3: Performance

period? If you will operate more than one program, answer for each separately.

Goal: 0

Measure: B15

Regardless of JAG funding, approximately how many total participants will receive only mental health treatment services during the grant period? If you will operate more than one program, answer for each separately.

Goal: 0

Measure: B16

Regardless of JAG funding, approximately how many new participants will be added to the program for co-occuring treatment during the reporting period? If you will operate more than one program, answer for each separately.

Goal: 30

Measure: B17

Regardless of JAG funding, approximately how many total participants will receive co -occuring treatment services during the grant period? If you will operate more than one program, answer for each separately.

Goal: 30

Measure: B18

Are you aware that you will be required to complete the behavioral health questionnaire and submit it to your grant manager alongside each performance report.

Goal: Yes

Objective: B2 Med. Assist - Behavioral health questions for recipients engaged in medication assisted services who receieve an award of $25,000 or more.

Measure: B19

If your treatment program includes medication-assisted treatment (MAT), which of the following medications will you utilize, regardless of JAG funding? If you are operating more than one program, answer for each separately. Choose all that apply from the following list: Naltrexone, Buprenorphine, Methadone.

Goal: None

Measure: B20

If your treatment program includes medication-assisted treatment (MAT), approximately how many of your total program participants will be deemed eligible for MAT? If you operate more than one program, answer for each separately.

Goal: N/A

Section 3: Performance

Measure: B21

If your treatment program includes medication-assisted treatment (MAT), approximately how many of your total program participants will receieve at least one MAT treatment? If you operate more than one program, answer for each separately.

Goal: N/A

Objective: B3 Group - Behavioral health questions for recipients engaged in group treatment services who receieve an award of $25,000 or more.

Measure: B22

If your treatment program utilizes group treatment, regardless of JAG funding, what is the average group size? If you operate more than one program, answer for each separately.

Goal: 7

Measure: B23

Regardless of JAG funding, how many participants are currently active in your program? If you will operate more than one program, answer for each separately.

Goal: 9

Objective: B4 Sub. Abuse - Behavioral health questions for recipients engaged in substance abuse treatment services who receieve an award of $25,000 or more.

Measure: B24

Does your treatment agency offer a continuum of care for substance abuse treatment, including detoxification, residential, sober living, day treatment, intensive outpatient, and outpatient treatment services?

Goal: Yes

Measure: B25

Of those enrolled in a substance abuse treatment program for at least 90 days, how many participants were tested for the presence of alcohol or illegal substances during the reporting period, regardless of the number of times tested? If you operate more than one program, answer for each separately.

Goal: All participants are tested randomly.

Measure: B26

Of those enrolled in a substance abuse treatment program for at least 90 days, how many participants tested positive for the presence of alcohol or illegal substances during the reporting period, regardless of the number of times tested.

Goal: 0

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

Objective: B5 Co-Occuring - Behavioral health questions for recipients engaged in co-occuring treatment services who receieve an award of $25,000 or more.

Measure: B27

Which of the following co-occuring treatment models do you follow, regardless of JAG funding? If you are operating more than one program, answer for each separately. Choose from the following: Sequential (providing services for one disorder and then another), Parallel (concurrent treatment for mental health and substance abuse), Integrated (treating both in the same setting).

Goal: Integrated

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000749

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$37,331.00	$0.00	$37,331.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$37,331.00**	**$0.00**	**$37,331.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial (cont.)

Budget Narrative:

Budget Detail

Contractual Services:(Guidance/Care Center)
- Assessments 96 quarter hours @ $17.2025 1,651
- Individual Therapy 462 quarter hours @ $20.1100 9,291
- Group Therapy 3,762 quarter hours @ $5.0275 18,914
- Case Management 395 quarter hours @ $18.925 7,475

Total Contractual Services: $37,331

Budget Narrative:
The budget reflects costs directly associated with the provision of substance abuse treatment, mental health and educational services to inmates of Monroe County jail. The unit cost rates were derived by using the hourly rates from the FY 2015-16 state funding contract for Substance Abuse and Mental Health services and dividing by 4 to arrive at the quarter hour rates. A contract with the treatment provider will be developed to be utilized during the established grant period.

Psychosocial Assessment: Monroe County through a contracted treatment provider will interview all program participants for the purposes of data collection of educational, employment, criminal, medical, family, substance abuse and mental health histories to assist in the determination of the inmates appropriateness for the program and to update treatment plans.
Unit of Service: Client direct service quarter hour
Unit Rate $17.20
Units Requested 96 quarter hours to be paid for by this grant.
Total Cost $1,651

Individual Counseling: Monroe County through its contracted treatment provider will provide counseling to all program participants to review progress and develop treatment plans and work on treatment plan goals and objectives.
Unit of Service: Client direct service quarter hour:
Unit Rate $20.11
Units Requested 462 quarter hours to be paid for by this grant.
Total Cost $9,291

Group Therapy: Monroe County through its contracted treatment provider will provide group therapy to all program participants weekly. Group counseling among program participants will be conducted to include the introduction of "Self-help groups" and their attendance to establish an ongoing support network.
Unit of Service: Client direct service quarter hour
Unit Rate $5.0275
Units Requested 3,762 quarter hours to be paid for by this grant.
Total Costs $18,914

Case Management: Monroe County through its contracted treatment provider will provide the coordination of adjunctive services, discharge planning, communication with collateral contacts, linkage with other treatment resources to all program participants.
Unit of Service: Client direct service quarter hour

Budget Narrative (Continued):

Unit Rate $18.925
Units Requested 395 quarter hours to be paid for by this grant.
Total Cost $7,475

Monroe County will reimburse Guidance/Care Center for program expenses not covered by the grant.

TOTAL PROGRAM COST $37,331.00

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: N/A

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: Contractual Services:
- Assessments 96 quarter hours @ $17.2025□□ 1,651
-Individual Therapy 462 quarter hours @ $20.1100□ 9,291
- Group Therapy 3,762 quarter hours @ $5.0275□□8,914
- Case Management 395 quarter hours @ $18.925□ 7,475
Total Contractual Services- $37,331

Total Budget- $37,331

The budget reflects costs directly associated with the provision of substance abuse treatment, mental health and educational services to inmates of Monroe County jail. The unit cost rates were derived by using the hourly rates from the FY 2015-16 state funding contract for Substance Abuse and Mental Health services and dividing by 4 to arrive at the quarter hour rates. A contract with the treatment provider will be developed to be utilized during the established grant period.
The unit cost plan was provided by the treatment provider, Guidance/Care Center in September 2015.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 criminaljustice@fdle.state.fl.us

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

STANDARD CONDITIONS

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Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 19 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (www.bja.gov/ProgramDetails.aspx?Program_ID=59) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**

   - **Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": www.flrules.org/**
   - **Office of Management and Budget (OMB) Circulars: www.whitehouse.gov/omb/circulars**
     - **A-21 (2 CFR 220), "Cost Principles for Educational Institutions"**
     - **A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"**
     - **A-102, "Grants and Cooperative Agreements with State and Local Governments"**
     - **A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"**
     - **A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"**
     - **A-133, "Audits of States, Local Governments, and Non-Profit Organizations"**
   - **Code of Federal Regulations: www.gpo.gov/fdsys/**
     - **2 CFR 175.15(b), "Award Term for Trafficking in Persons"**
     - **28 CFR 38, "Equal Treatment for Faith-Based Organizations"**
     - **28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)**
     - **28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"**
     - **28 CFR 18, 22, 23, 30, 35, 42, 61, and 63**
   - **Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: www.bja.gov/ProgramDetails.aspx?Program_ID=59.**
   - **United States Code: www.gpo.gov/fdsys/**
     - **42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"**
   - **State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf**
   - **State of Florida Statutes 215.971 (Agreements funded with federal or state assistance) and 215.985 (Transparency in government spending)**

2. **Requirements for Contractors of Subgrant Recipients**

   The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at www.gpo.gov/fdsys/); the provisions of the current edition of the Office of Justice Programs Financial Guide (www.ojp.usdoj.gov/financialguide/index.htm); and all other applicable federal and state laws, orders, circulars, or regulations.

3. **Allowable Costs**

   a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."

   b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

4. **Reports**

   a. Project Performance Reports

      (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

      Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 19, Performance of Agreement Provisions.

      (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

      (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

   b. Financial Reports

      (1) Project Expenditure Reports

         (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted.

         (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management ON-line)

         (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

         (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

         (e) Reports are to be submitted even when no reimbursement is being requested.

(f) The report must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(2) Financial Closeout Audit

(a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant expiration date.

(b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(3) Project Generated Income (PGI)

(a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)

(b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

5. **Fiscal Control and Fund Accounting Procedures**

a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.

b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.

c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.

d. All funds not spent in accordance with this agreement shall be subject to repayment by the subgrant recipient.

6. **Payment Contingent on Appropriation and Available Funds**

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

7. **Obligation of Subgrant Recipient Funds**

Subgrant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the subgrant award period. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subgrant recipient's

project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

8. **Advance Funding**

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

9. **Trust Funds**

a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.

b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

10. **Travel and Training**

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, Fla. Stat. Any foreign travel must obtain prior written approval.

11. **Program Income (also known as Project Generated Income)**

a. All income generated as a direct result of a subgrant project shall be deemed program income.

b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

12. **Approval of Consultant Contracts**

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

13. **Property Accountability**

a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.

b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

14. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

15. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

a. The copyright in any work developed under an award or subaward, and

b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

16. Patents

If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

a. Unless there is a prior agreement between the subgrant recipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.

b. The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).

c. Government regulations have been issued in Title 37 CFR Part 401 by the U.S. Department of Commerce.

17. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date. The subgrantee understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at
www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

All materials publicizing or resulting from award activities shall contain the following statements:

"This project was supported by Award No._____ awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice".

18. **Audit**

a. Subgrant recipients that expend $500,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.

c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.

d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

f. Subgrant recipients that expend less than $500,000 in federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

h. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to criminaljustice@fdle.state.fl.us or mailed to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

19. **Performance of Agreement Provisions**

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

20. **Commencement of Project**

a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.

c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

21. **Excusable Delays**

a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.

b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:

(1) Supplies or services to be furnished by the consultant were obtainable from other sources,

(2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and

(3) The subgrant recipient failed to reasonably comply with such order.

c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

22. **Grant Adjustments**

a. Subgrant recipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget, Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

c. Under no circumstances can transfers of funds increase the total budgeted award.

d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.

23. Disputes and Appeals

a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.

b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

24. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

25. Access to Records

a. The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.

b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., unless specifically exempted and/or made confidential by operation of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

26. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency or any contact information to include mailing address, phone number, email or title change, project staff must notify the SIMON help desk to update the organizational information in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.

b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

(1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.

(2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

a. The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.

b. The subgrantee understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subgrantee agrees the these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

32. **Confidential Funds**

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. **Civil Rights Compliance**

a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subgrant recipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.

c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.

d. Equal Employment Opportunity Plans

(1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of $25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.

(2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of $500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

(3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of $25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.

(4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.

h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489 or online at info@fdle.state.fl.us, Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

i. The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.

j. The subgrant recipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subgrantee/implementing agency with FDLE or the OCR.

k. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

l. Americans with Disabilities Act
Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

m. Rehabilitation Act of 1973 (28 C.F.R. Part 42, Subpart G)
If the subgrant recipient has 50 or more employees and receives DOJ funding of $25,000 or more, the subgrant recipient must take the following actions:

(1) Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.

(2) Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.

(3) Notify participants, beneficiaries, employees, applicants, and others that the subgrantee/implementing agency does not discriminate on the basis of disability.

n. Limited English Proficiency (LEP)
In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in

providing language services to LEP individuals, please see the website at www.lep.gov. FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

o. Title IX of the Education Amendments of 1972 (28 C.F.R. Part 54)
If the subgrant recipient operates an education program or activity, the subgrant recipient must take the following actions:

(1) Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

(2) Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.

(3) Notify applicants for admission and employment, employees, students, parents, and others that the subgrantee/implementing agency does not discriminate on the basis of sex in its educational programs or activities.

p. Equal Treatment for Faith Based Organizations
The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. The subgrantee also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal_fbo.htm.

34. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

35. National Environmental Policy Act (NEPA)

a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds, Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact FDLE OCJG.

(1) New construction

(2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

(3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and

(4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

(5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

36. **Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories**

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

a. General Requirement: The subgrant recipient agrees to comply with federal, state, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories. The subgrant recipient also agrees to complete a Methamphetamine Mitigation Plan (MMP) that includes the nine protective measures or components required by BJA and submit the plan to FDLE's Office of Criminal Justice Grants.

b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest. Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant

recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

(1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure if of clandestine methamphetamine laboratories;

(2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;

(3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;

(4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;

(5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

(6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;

(7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;

(8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and

(9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is $100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this application been convicted of or had a civil

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

38. **Federal Restrictions on Lobbying**

a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of $100,000 or more.

b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure to file.

c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR 69, the applicant certifies that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

39. **State Restrictions on Lobbying**

In addition to the provisions contained in Item 38, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. **Additional Restrictions on Lobbying**

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon as offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

43. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

44. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

45. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

46. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

47. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

48. Global Standards Package

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all

constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

49. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

50. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

51. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to
www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046

52. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

53. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

54. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

55. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

56. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

57. **Additional Required Certifications**

Employees Working Solely on a Single Federal Award

For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period.

Sole Source

If the project requires a purchase of services or equipment from a sole source, the subgrant recipient must complete the Sole Source Justification for Services and Equipment Form. This form must be submitted upon application if applicable and pre-approval must be obtained. If the cost is below $100,000, the form must be kept on file for review at monitoring. If the subgrantee is a state agency and the cost is at least $150,000, then the agency must submit a copy of the approval from the Department of Management Services (F.S. 287.057(5)).

ADP Justification

The subgrant recipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained.

Confidential Funds Certificate

For all projects involved with confidential funds the subgrant recipient must submit a confidential funds certificate. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Chapter 8 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable.

Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

58. **Timesheets**

Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.

59. **Additional Documentation of Personnel for Department of Financial Services**

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.

60. **Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct**

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

61. **Task Force Training Requirement**

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well

as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE award funds to support a task force, the subgrant recipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

62. **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable**

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

63. **High Risk Subgrant Recipients**

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

64. **Text Messaging While Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

65. **System for Award Management (SAM)**

The subgrant recipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

66. **Maximum Allowable Salary**

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at http://www.opm.gov/oca/payrates/index.asp. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.). This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

67. **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database**

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

68. **Interoperable Communications Guidance**

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

69. **Ballistic-Resistant and Stab Resistant Body Armor**

Subgrant recipients that wish to purchase armor with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf.

JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, body armor purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

70. **BJA or FDLE Sponsored Events**

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

71. **Expenses Related to Conferences, Meetings, Trainings, and Other Events**

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at
http://ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm

72. **Environmental Requirements and Energy**

For subgrants in excess of $100,000, the subgrant recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.

1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The subgrant recipient must comply with 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), if any.

73. **Other Federal Funds**

The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subgrantee will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

74. **Monitoring**

The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures, and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and /or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with FDLE grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of an award(s).

75. **Unmanned Aerial Vehicles**

The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 6 Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Peter T. Heinz

Typed Name and Title:

Date: 1/8/2016

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Monroe County Board of County Commissioners

Signature:

Typed Name and Title: Danny L. Kolhage, Mayor

Date: 01.04.2016

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Monroe County Board of County Commissioners

Signature:

Typed Name and Title: Danny L. Kolhage, Mayor

Date: 01.04.2016

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 7- Certifications and Authorizations

Insert Certifications and Authorizations here.

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

*Please read carefully the Instructions (see below) and then complete Section A **or** Section B **or** Section C, not all three.*

Recipient's Name: Monroe County Board of County Commissioers		DUNS Number: 073876757
Address: 1100 Simonton Street, Key West, FL 33040-3110		
Grant Title: Women's Jail Incarceration Drug Abuse Treatment Program	Grant Number: 2016-JAGC-2853	Award Amount: 37,331
Name and Title of Contact Person: Laura deLoach-Hartle		
Telephone Number: 305.292.4482	E-Mail Address: deloachhartle-laura@monroecounty-fl.gov	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- ☐ Recipient has less than fifty employees.
- ☐ Recipient is a nonprofit organization.
- ☐ Recipient is an Indian tribe.
- ☐ Recipient is an educational institution.
- ☐ Recipient is a medical institution.
- ☐ Recipient is receiving an award less than $25,000.

I, _____ [*responsible official*], certify that _____ [*recipient*] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

I further certify that _____ [*recipient*] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

_____ _____ _____

Print or Type Name and Title *Signature* *Date*

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Danny L Kolhage, Mayor

certify that Monroe County BOCC [*responsible official*], [*recipient*], which has fifty or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Calvin Allen, EEO Officer, Monroe County [*organization*],

1100 Simonton Street, Key West, FL 33040-3110 [*address*].

Danny L. Kolhage, Mayor — 10/09/2015

Print or Type Name and Title *Signature* *Date*

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [*responsible official*], certify that _____ [*recipient*], which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [*date*] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

_____ _____ _____

Print or Type Name and Title *Signature* *Date*

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Form Provided by the U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) 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 calendar days after the conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted-

(1) 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; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check here ___ If there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here ___ If the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

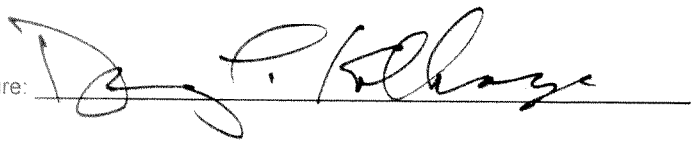
B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: Monroe County BOCC, 1100 Simonton Street, Key West, FL 33040

2. Project Name: Women's Jail Incarceration Drug Abuse Treatment Program

3. Typed Name and Title of Authorized Representative: Danny L. Kolhage, Mayor

4. Signature:  5. Date: 10/09/2015

ATTACHMENT C

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, 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 Maureen Kempa (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

Date: 1/5/16

STATE OF: FLORIDA

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me on Jan. 7, 2016 (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

Carol A. Dochow
NOTARY PUBLIC

My Commission Expires: _____

CAROL A. DOCHOW
Notary Public - State of Florida
My Comm. Expires Jun 7, 2018
Commission # FF 104268

ATTACHMENT D

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"GUIDANCE CARE CENTER INC"
(Company)

"...warrants that he/it has not employed, retained or otherwise had act on his/her 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."

(Signature)

Date: 1/5/16

STATE OF: FLORIDA

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on

Jan. 5, 2016

(date) by _____ (name of affiant). He/She is personally known to me or has produced

_____ (type of identification) as

identification.

Carol A Dochow

NOTARY PUBLIC

My Commission Expires: _____

CAROL A. DOCHOW
Notary Public - State of Florida
My Comm. Expires Jun 7, 2018
Commission # FF 104268

ATTACHMENT E

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

GUIDANCE CARE CENTER INC

(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' 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.

(Signature)

Date: 1/5/16

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on Jan. 5 2016 (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

Carol A Dochow

NOTARY PUBLIC

CAROL A. DOCHOW
Notary Public - State of Florida
My Comm. Expires Jun 7, 2018
Commission # FF 104268

My Commission Expires: _____

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Airports

Bulk Item: Yes X No ___ Staff Contact Person/#: Don DeGraw/305-809-5200

AGENDA ITEM WORDING: 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 BACKGROUND: The County was informed by letter dated December 1, 2015 that the Fixed Based Operator at the Key West International Airport who provides aircraft fueling and general aviation aircraft services in the process of being sold from Piedmont Hawthorne Aviation, LLC d/b/a/ Landmark Aviation to BBA US Holdings, Inc. The FBO will be rebranded as Piedmont Hawthorne Aviation LLC, d/b/a/ Signature Flight Support.

The transaction has not yet been completed therefore the lease assumption and consent is contingent upon the transaction closing. The parties are currently scheduled to close on or about January 15, 2016 and have provided the county with an Intent to Sell letter dated 12-1-15 (attached). This Consent of Assignment shall be effective upon the closing of the sale.

PREVIOUS RELEVANT BOCC ACTION: January 21, 2015 - Approval of Consent of Assignment of Lease from Island City Flying Service, Inc., to Piedmont Hawthorne Aviation, LLC d/b/a/ Landmark Aviation, a Delaware Limited Liability Company.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: N/A **BUDGETED:** Yes XX No ___

COST TO COUNTY: $0 **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes XX No __ **AMOUNT PER MONTH** $12,958.75
Year $155,505.05 plus Fuel Flowage Fees

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

DOCUMENTATION: Included X Not Required ___

DISPOSITION: ___ **AGENDA ITEM #** ___

LEASE ASSUMPTION AND CONSENT

This **LEASE ASSUMPTION AND CONSENT** (the "Consent") is made and entered into as of January 20, 2016, by and 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 the Board of County Commissioners of Monroe County, Florida ("Landlord").

WITNESSETH:

WHEREAS, Assignor and Landlord are all of the parties to the leases, amendments, modifications, addendums, and agreements set forth on Exhibit A (collectively, the "Leases"); and,

WHEREAS, the ultimate parent company of Assignor has entered into a purchase agreement to sell the interests of Landmark Aviation to the affiliates of BBA Aviation plc, which is the ultimate parent company of Assignee (the "Transaction"); and,

WHEREAS, the operation pursuant to the Leases will be branded Signature Flight Support such that the tenant entity thereunder will be Piedmont Hawthorne Aviation, LLC, d/b/a Signature Flight Support (the "Rebranding"); and,

WHEREAS, the Transaction requires the consent of the Landlord pursuant to the Leases and the Assignor and the Assignee desire to execute this Consent to memorialize the foregoing and Landlord desires to consent to the Transaction, all upon the terms and conditions set forth here;

NOW, THEREFORE, for valid consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. *Assumption.* Assignee, as the parent company of Assignor following the closing of the Transaction, hereby confirms and ratifies, Assignor shall remain liable and obligated hereby assumes and agrees to pay, discharge and perform in a full and timely manner all of Assignor's liabilities and obligations under the Leases, effective upon the date the Transaction closes.

2. *Consent.* Landlord hereby consents to the Transaction and Rebranding. Landlord also hereby acknowledges and confirms to Assignor and Assignee that:

(i) Assignor and Landlord are all of the parties to each of the Leases;

(ii) the Leases represent the entire understanding of the parties with respect to the matters that are the subject thereof, and have not been amended or otherwise modified;

(iii) the Leases are in full force and effect in accordance with their terms, which terms have not been further modified;

(iv) Assignor has paid to Landlord all amounts due and payable under the Leases to date and has performed all non-monetary obligations under the Leases to date;

(v) to Landlord's knowledge, no defaults on behalf of either Assignor or Landlord have occurred and are continuing under the Leases, nor have any events occurred which with the giving of notice, the passage of time or both would constitute defaults under the Leases;

(vi) there are no present charges, liens or claims of offset under the Leases;

(vii) the address for notices to be sent to Landlord is as expressly set forth in the Leases;

(viii) no sums have been deposited with Landlord other than the security deposit as expressly set forth, as applicable, in the Leases;

(ix) Landlord has no cause of action against Assignor arising out of any of the Leases, nor to the best of Landlord's knowledge does the basis for any cause of action exist;

(x) the term of the Leases shall terminate July 31, 2036;

(xi) the rent under the Leases currently is $13,930.66 ($12,958.75 rent plus $971.91 sales tax) per month;

(xii) there are no additional capital expenditures other than those expressly stated in the Leases.

3. *Full Force and Effect.* The Leases shall continue in full force and effect and the Leases are ratified. In the event of a conflict between the terms of the Leases and this Consent, this Consent shall prevail.

4. *Binding Effect.* This Consent shall not be effective unless and until the transaction between Assignor and Assignee closes. Thereafter, it be binding upon and shall inure to the benefit of Assignor, Assignee, Landlord, and their respective and permitted successors and assigns.

5. *Counterparts.* This Consent may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page.

[Signature Page Follows]

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

Piedmont Hawthorne Aviation, LLC d/b/a Landmark Aviation

Witnesses

_____

_____

By: _____
Name: _____
Title: _____

BBA US Holdings, Inc., a Delaware corporation

Witnesses

Maggie Maxwell

_____

By: _____
Name: JEFFREY T. BANKOWITZ
Title: Secretary

(SEAL)
ATTEST: AMY HEAVILIN
CLERK

By: _____
Deputy Clerk

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 1/12/16

EXHIBIT A

AGREEMENT

THIS CONTRACT OF LEASE is made and entered into this 20th day of January, 1994, by and between the COUNTY OF MONROE, STATE OF FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as Lessor, and ISLAND CITY FLYING SERVICE, INC., a corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the Company.

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W I T N E S S E T H:

WHEREAS, Lessor owns an airport known as the Key West International Airport located in Key West, Monroe County, State of Florida, hereinafter called the "AIRPORT"; and

WHEREAS, the Company is a corporation primarily engaged in commercial aeronautical activities and the general activities of a full service fixed base operation; and

WHEREAS, the conduct of quality fixed base operator services as hereinafter set forth is advantageous to the operation of said "Airport" for public airport purposes; and

WHEREAS, Lessee desire to obtain certain rights, services and privileges in connection with the use of the Airport and its facilities; and the Lessor is willing to grant and lease the same to Lessee on a non-exclusive basis upon the terms and conditions hereinafter stated;

NOW, THEREFORE, for and in consideration of the premises and

of the mutual covenants and agreements herein contained, and other valuable considerations, Lessor does hereby grant and lease unto Lessee, and Lessee does hereby hire and take from Lessor, certain premises, facilities, rights, licenses, services and privileges in connection with and on the Airport, as follows, to-wit:

1. PREMISES LEASED. The Lessor does hereby lease to the Lessee that space as marked on Exhibit "A", "B" and "C" attached hereto and made a part hereof at the Key West International Airport located in Key West, Monroe County, Florida, in accordance with the terms and conditions as set forth in this Agreement. Parcel A shall hereinafter be referred to as General Aviation Parcel. In space marked on Exhibit "B" shall be referred to as the Fuel Farm Parcel or Parcel "B", and the space marked on Exhibit "C" shall be referred to as the additional General Aviation Parking Apron or Parcel "C". Said parcels shall collectively be referred to as the Demised Premises.

2. USE OF THE AIRPORT. Lessee shall be entitled to use, in common with others authorized to do so, the Airport and appurtenances, together with all facilities and equipment.

3. COMMERCIAL AVIATION USE AND PRIVILEGES. The Company shall have the non-exclusive right in connection with its use of the lease premises and subject to the conditions provided in this Lease Agreement and/or contained in the Monroe County Minimum Standards for Fixed Base Operators, as amended from time to time, to engage in the following commercial aviation activities:

a. The unloading and loading of aircraft in any lawful

activity as incidental to the conduct of any services or operations outlined in this section.

b. The maintenance, storing and servicing of aircraft which shall include overhauling, rebuilding, repairing, inspecting, licensing, flying, purchasing and selling including parts, equipment and accessories thereof.

c. The sale of aircraft fuels, lubricants and propellants at the Airport. The sale of said fuel, lubricants and propellants at any locations shall include the right to use vehicles necessary for the servicing of aircraft provided they are operated in accordance with reasonable rules and regulations established by the Lessor.

d. The operation of a business of buying and selling new or used aircraft, aircraft parts and accessories thereof and aviation merchandise and equipment of all descriptions either at retail, wholesale or as a dealer or distributor.

e. The rental of aircraft.

f. The operation of air transportation and/or charter services for the transportation of passengers, cargo and mail.

g. The operation and sale of air taxi, ambulance and sightseeing services.

h. The operations and sale of aerial surveying, photographic and mapping services.

i. The operation of flight instruction services in accordance with Federal Aviation Administration standards.

j. The maintenance of coin-operated vending machines on the leased premises.

k. Any other aeronautical activity, of any category, permitted by the Minimum Standards for Fixed Base Operators, as amended from time to time, upon the conditions stated therein. If Lessee desires to engage in a legitimate aeronautical activity not provided for in the Minimum Standards for Fixed Base Operators, it shall apply in writing to the Lessor for an amendment to such Standards, and such Standards may be amended to allow, with appropriate conditions, any legitimate aeronautical activity which will not be adverse to the public interest or the safe and efficient operation of the Airport.

4. GENERAL RIGHTS AND PRIVILEGES. The Company shall enjoy the following general non-exclusive rights on the Airport premises subject to the conditions provided in this Lease Agreement and/or contained in the Minimum Standards for Fixed Base Operators, as amended from time to time:

a. The general use of all public facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport to be used by Company for the general aviation commercial activities contemplated hereunder. For the purpose of this Lease Agreement public airport facilities shall mean all necessary landing area including but not limited to approach areas, runways, taxiways, aprons, aircraft parking areas, and all roadways, sidewalks, navigational aids, lighting facilities or other public facilities appurtenant to the Airport. Such use of

public facilities by company shall be in all ways and at all time subject to control by the Monroe County Director of Airports or acting Airport Director, as well as all applicable laws and Federal Aviation Administration rules and regulations.

b. The right of ingress to and egress from the demised premises over airport roadways including the use of common used roadways subject only to such reasonable rules and regulations as may be established by the Lessor and its Director of Airports.

c. The right to install, operate and maintain, repair and store on the leased premises all equipment necessary for the conduct of Company's business, including identifying signs which shall be subject to the written prior approval of the Lessor in the interest of safety and convenience of all concerned, which approval shall not be unreasonably withheld.

d. The use in common with others of the public airport parking area for automobiles and/or aircraft subject to revenues imposed generally, control by the Director of Airports and all applicable laws and Federal Aviation Administration rules and regulations.

e. The Company shall not exercise any rights or privileges described in this Section of this Lease Agreement in any manner which, in the opinion of the Director of Airports, restricts in any way the exercise of the same rights by others. Company shall use its own leased premises, whenever practical and feasible, for automobile and aircraft parking.

5. MINIMUM REQUIRED SERVICES AND INVESTMENT. As part of the

consideration hereunder, Company shall, when and as requested, provide at a minimum those services, facilities, and functions required by the Minimum Standards for Fixed Base Operators, as amended from time to time, as conditions of each aeronautical activity engaged in by Company.

6. TERM. This Agreement shall be binding upon execution and the term and rents hereunder shall commence on January 1, 1994 and terminate on December 31, 2004. The Company shall have the option to renew this Lease for two (2) additional five (5) year terms on the same terms and conditions as contained herein with the exception of the base rent for Parcel A which shall be redetermined pursuant to Paragraph 42 hereof.

7. RENT. The lease amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index (CPI) for Wage Earners and Clerical Workers in the Miami, Florida, area, and shall be based upon the annual average CPI computation from January 1 through December 31 of the previous year.

Base Rent for Parcel A shall be computed at the rate of 11 cents per square foot per year for the 5.97 acres (260,053 sq. ft.) of land leased pursuant to this Agreement, less the acreage used as county easements. The Base Rent shall be 44 cents per square foot per year for the 5,625 square foot or 75' x 75' tract of land known as the Fuel Farm as designated on Exhibit "B". The Base Rent for the additional General Aviation Parking Apron shall be .11 cents per square foot per year for 35,955 sq. ft.

a. Regardless of the percentage increase in the National Consumer Price Index, the monthly rental payable hereunder shall be redetermined every year in the same manner as provided in the first paragraph of Section 7.

8. FUEL FLOWAGE FEES. Lessor shall be entitled to collect, and Company agrees to pay as additional consideration under the Agreement, as amended by any future Addenda, all fuel flowage fees as are imposed generally by the Minimum Standards for Fixed Base Operators, as amended from time to time. The fuel flowage fee shall be Six Cents per gallon upon the effective date of this Lease Agreement and shall be paid by the fifteenth (15th) day of each month for each gallon of aircraft fuel received or bought by the Company at the Airport during the preceding month, less the number of gallons pumped that month into aircraft exempt from fuel flowage fees pursuant to agreement with the Lessor.

An investment credit of One Cent per gallon shall be allowed to the Company until such time as the cumulative investment credit has reached the Company's investment which was necessary to initially bring the tanks and facility into compliance with FDEP and EPA standards. The remaining dollars credited to Tenant from said percentage investment credit is $34,160.05 as of October, 1993. Once the Investment Credit has reached said amount, the Investment Credit of One Cent per gallon shall no longer be available , and the fuel flowage fee shall be Six Cents per gallon.

The Company shall provide to Lessor by the tenth (10th) day of each month a report of all aircraft fuel received or bought during

the preceding month and all aircraft fuel pumped into exempt aircraft during the preceding month, which report shall include copies of invoices supporting both amounts. Company shall authorize all of its suppliers to furnish to the Lessor any information required by the Lessor concerning fuel deliveries to the Company. The fuel flowage fee will be reviewed every five (5) years and may be increased to compensate for improvements made at the Airport that benefit the Company.

9. MAINTENANCE. The Company shall make its own arrangements for janitorial services including the care of interior and exterior maintenance of the areas and premises to be occupied under this Lease and all operating facilities installed or acquired by it. It shall make all repairs and improvements as may be necessary to maintain and keep same in good condition as at the beginning of this lease period or at the time of installation or modification, ordinary wear and tear accepted.

10. OWNERSHIP OF IMPROVEMENTS. It is agreed that title to all fixed improvements constructed hereafter on the leased premises by the Company shall at all times during the term of said Agreement remain in the Company. Upon termination, whether by expiration of the term, cancellation or forfeiture, said improvements shall become the property of the Lessor. Title to fixed improvements constructed by the Company on the Airport prior to the execution of this Agreement shall remain in the Company until termination.

11. UTILITY CHARGES. The Company agrees to pay for all utilities consumed on the leased premises, as well as its own

water, sewer and garbage pickup. Electricity and water consumption shall be metered through instruments fixed in place. Any expense for installation of meters or for connection or similar charges shall be paid by Company.

12. PEACEFUL POSSESSION AND QUIET ENJOYMENT. The Company and its customers shall have, at all time,s the right of ingress, egress and a free access to the premises, and the Lessor guarantees to them the peaceful possession and quiet enjoyment thereof. The Lessor covenants that it will continue to operate the Airport as a public facility.

13. TERMINATION PRIOR TO EXPIRATION.

a. The Lessor shall have the right to terminate this lease in whole or in part upon the occurrence of any of the following events:

(1) Failure on the part of the Company to pay rent, fuel flowage fees or usage fees when due.

(2) Filing by or the final adjudication against the Company of any petition of bankruptcy or the making of any transfer or general assignment for the benefit of creditors which has not been previously authorized by the Lessor.

(3) The failure of the Company to perform or keep or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this lease after the expiration of any period of warning or ultimatum given by the Lessor to the Company to correct any deficiency of default.

(4) The abandonment of the leased premises or

discontinuance of the business operations.

(5) The failure of the Company to abide by the terms of any law governing its business or operations under this lease; rules and regulations of the Federal Aviation Administration; rules and regulations established by the Director of Airports; or a direct order of the Director of Airports concerning the movement or parking of aircraft or vehicles anywhere on the Airport or the relative rights, obligations and duties of the Company and other fixed base operators at the Airport.

b. In the event of default of any of the above, except for a failure to abide by a direct order of the Airport Director or acting Airport Director concerning the movement or parking of aircraft or vehicles, the Lessor shall give the Company written notice specifying with particularity the nature of the alleged default or other ground for termination. The Company shall have fifteen (15) days from the receipt of said notice to correct any default; and the failure to so correct the default within fifteen (15) days shall result in absolute termination. Upon a failure of the Company to abide by any direct order of the Director of Airports concerning the movement or parking of aircraft or vehicles anywhere on the Airport, the Lessor shall have the authority to move, or to have moved, at the Company's sole expense (including any liability for such acts), any aircraft or vehicles impeding the safe, orderly, and efficient use and control of the airport premises and to take all other actions the Company has not taken, at the Company's sole expense, which are necessary to effectuate

the order or orders not complied with. Company agrees to pay such expenses within ten (10) days after being billed for same.

14. RATES AND PRICES. All rates and prices shall be established by the Company. However, they shall be fair and reasonable and in no case exorbitant and shall be subject to review by the Lessor. Reasonableness and fairness of prices shall be determined by whether they are comparable to prices charged for similar services or products of similar caliber or quality at other airports similarly situated.

15. ASSIGNMENTS.

a. Except for sale or assignment of this lease to a bank or lending institution for financing purposes, no sublease, transfer or assignment by the Lessee of this lease or any part hereof or interest herein, directly or indirectly, voluntarily or involuntarily, shall be made unless such sub-lease, transfer or assignment is first approved by the Lessor in writing, which approval shall not be unreasonably withheld. Lessee shall not at any time assign this Agreement or any part thereof, nor sublet all or any portion of the leased premises herein without written approval of County; provided, however, that County shall not unreasonably withhold approval. The prohibitions above stated include assignment of this Agreement to any corporation with which Lessee may merge or consolidate or which may succeed all or any portion of the business of Lessee.

b. The Lessor reserves the right prior to any assignment of this lease or any interest herein, or prior to possession by any

Mortgagee or Lessor of improvements of the Company through default by the Company, to approve any proposed Assignee, Mortgagee or Lessor of improvements of the Company, (collectively referred to in this paragraph as Assignee), which approval shall not be unreasonably withheld. The Lessor shall consider, in approving such proposed Assignee, the ability of such proposed Assignee to perform the duties required of the Company as set out in this lease, the financial ability and capacity of such proposed Assignee to meet the obligations requiredby this lease and the general reputation of the proposed Assignee in the area in which the proposed Assignee has done business in the past. No assignment of any kind or nature shall be valid until the same has the prior approval of the Lessor, and when such approval is granted by the Lessor, then, and only then, will the Company be released from the obligations required by this Lease Agreement.

c. In constructing improvements on the leased premises the Company may be required to mortgage such improvements. In the event a default should occur in any of the terms of any such mortgage or other agreement encumbering such improvements, the Mortgagee or Lessor of such improvements may have the right and option to take possession of the leased property and all improvements located thereon to the exclusion of the Company. Such right and option shall be subject to the conditions of approval as set forth in Paragraphs 16 a. and b, regarding the assignment of this lease, or possession by Mortgagees or Lessors of improvements. If for any reason said Mortgagee or Lessor does not take possession

after the default, the Lessor shall have the right to occupy and use such improvements itself or to enter into any agreement or agreements with other persons or parties as to their uses subject only to the payment of any monies owed and outstanding against such improvements. In the event the Lessor should not elect to so take possession of all improvements located thereon as set forth above, the Lessor or any Mortgagee of such improvements under default as the case might be, shall have the right to remove all of said improvements from the leased property without obligation to the Lessor or damage to the leased property or any other Airport property.

16. EMPLOYEES OF THE COMPANY. The Company shall, if so directed by the Lessor in writing, require its employees who come in direct contact with the public on the Airport to wear a uniform or badge by which they may be known and distinguished as employees of the Company.

17. FEDERAL, STATE AND LOCAL LAW. The Company shall comply with all federal, state and local laws, county and local ordinances, rules and regulations now and hereafter in force which may be applicable to the operation of its business at the Airport, including the Minimum Standards for Fixed Base Operators, as amended from time to time.

18. PAYMENT OF TAXES. The Company shall be liable for any and all taxes, penalties and interest herein assessed, levied or charged by any governmental agency against the Company's tangible personal property situated on the Lessor's premises and ad valorem

taxes, if any, assessed against the Company's leasehold interest under this Agreement. However, Company shall not be deemed in default of this obligation pending the outcome of any legal proceeding by it contesting such tax liability.

19. FIRE LOSS - INSURANCE. The Company shall replace any buildings or facilities destroyed by fire and return them in predamage condition so that the replacement will be equivalent in value to the original facilities. Lessor shall permit a proportionate abatement of rent during a reasonable time for the repair or replacement of such buildings or facilities. The Company agrees to supply at its own cost and expense fire and extended coverage of at least 80% of the value of the property and to maintain hangar keeper's liability coverage with insurance companies approved by the Lessor.

20. WORK STOPPAGE OR STRIKE. In the event operations of the Company are substantially curtailed or interrupted for any reason beyond the control of the Company, including employees strikes against the Company or damage to or destruction to the assigned premises by fire or other casualty including war, civil insurrection or act of God, such condition shall operate to relieve the Company of its obligations to pay charges and fees required under this lease by creating a moratorium on payments to the extent of and in the same proportion as Company's operations are curtailed or interrupted; provided, the Company shall at all times use its best efforts to prevent, minimize, or remedy such curtailment or interruption.

21. WAIVER OF PERFORMANCE. Failure of the Lessor to insist in any one or more instances upon a strict performance by the Company of any of the provisions, terms, covenants, reservations, conditions or stipulations herein shall not be deemed to have been made, in any instance, unless specifically expressed in writing by the Lessor as an amendment to this lease.

22. NOTICES TO THE LESSOR AND THE COMPANY. Notices to the Lessor shall be sufficient as sent by certified mail, postage prepaid, addressed to the Monroe County Board of County Commissioners, c/o County Administrator, 5100 College Road, Wing 2-PSB, Key West, Florida 33040, and notices to the Company shall be sufficient if sent by certified mail, postage prepaid, addressed to the Company at the leasehold address set forth in this lease or to other respective addresses as the parties hereto may designate in writing from time to time.

23. STANDARDS OF SERVICE. It is expressly understood and agreed as a condition of this Agreement that the Company, its tenants and sublessees, shall conduct a first-class commercial aviation service adequate at all times to meet the reasonable demands for such service on the Airport, in accordance with the Minimum Standards for Fixed Base Operators adopted by the Lessor and as amended from time to time. The Company, its tenants and sublessees agree to conduct said business in a proper and courteous manner, to furnish good, prompt and efficient services at all times and to provide at a minimum and at all times during the term of this lease. In the event the Company fails to perform its duties

in accordance with this Section and to the reasonable satisfaction of the Lessor, then the Lessor shall so inform Company in writing describing the particulars of the unsatisfactory performance and giving the Company a thirty (30) day period within which to correct the conditions to the satisfaction of the Lessor. In the event the Company fails to correct the default, the Lessor reserves the right to terminate this Agreement thirty (30) days after the written notice to the Company hereunder.

24. INDEMNIFICATION.

a. The Company agrees to indemnify fully and save and hold harmless Lessor, its officers, agent and employees from and against all loss of damages, claims, liabilities and causes of action of every kind, character and nature as well as costs and fees, including reasonable attorneys fees connected therewith and the expense of any investigation thereof based upon or arising out of damages or injuries to third persons or their property to the extent they are caused by the negligence of the Company, its officers, agents or employees. Lessor shall give the Company prompt and reasonable notice of any such claims or actions and the Company shall have the right to investigate, compromise, and defend the same to the extent of its own interest.

b. The Lessor agrees to indemnify fully and save and hold harmless Company, its officers, agents and employees from and against all loss of damage, claims, liabilities, causes of action of every kind or character and nature as well as costs and fees including reasonable attorneys' fees connected therewith and the

expenses of the investigation thereof based upon or arising out of damages or injuries to third persons or their property to the extent caused by the negligence of the Lessor. Company shall give to the Lessor prompt and reasonable notice of any such claims or actions, and the Lessor shall have the right to investigate, compromise, and defend the same to the extent of its own interest.

c. Company agrees to carry and keep in force comprehensive general liability insurance covering personal injury and property damage and such other insurance as may be necessary to protect Lessor herein from such claims and actions set forth in the above indemnity clause. The limits of said insurance shall be as required by the Lessor's Standards for Fixed Base Operators, as amended from time to time. The Company shall furnish the Lessor with proper certification that such insurance is in force and will furnish additional certificates as evidence of changes of such insurance.

d. Lessor agrees to carry and keep in force public liability insurance covering personal injury and property damage, and such other insurance as may be necessary to protect Lessor herein from such claims and actions aforesaid. Lessee agrees to carry and keep force such insurance within minimum limits of liability for personal injury in a sum not less than $300,000 for any one person, and $500,000 for any one accident; and for property damage in a sum not less than $200,000; and Comprehensive General Liability coverage with combined single limits for bodily injury and property damage in the amount of $1,000,000; and to furnish

Lessor with proper certificate certifying that such insurance is in force. Lessee shall carry its insurance coverages with insurance companies authorized to do business in the State of Florida.

25. NON-EXCLUSIVE RIGHTS. It is further covenanted and agreed that nothing contained in this Agreement shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

26. GRANT AGREEMENTS. The leased premises and the Airport are subject to the terms of those certain sponsors' assurances made to guarantee the public use of the airport as incident to grant agreements between the Lessor and the United States of America as amended and the Quit Claim Deed from the United States of America, predecessor in title to the leased premises. The parties represent that none of the provisions of this Agreement violate any of the provisions of the sponsors' assurance agreement or said Quit Claim Deed.

27. RIGHT TO DEVELOP THE AIRPORT. It is further covenanted and agreed that the Lessor reserves the right to further develop and improve the Airport and all landing areas and taxiways as it may see fit regardless of the desires or the views of the Company and without interference and hindrance provided, however, that such development or improvement does not adversely affect Company's use and occupancy under this Agreement.

28. NON-DISCRIMINATION. The Company for itself, its personal representative, successors in interest and assigns as part of consideration hereof, does hereby covenant and agree, as a covenant

running with the land that:

1. No person on the grounds of sex, age, religion, physical handicaps, race, color and national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.

2. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from the participation in, denied the benefits of, or otherwise be subjected to discrimination.

3. Company shall use the premises in compliance with other requirements imposed by and pursuant to Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation, Effectuation of title 6 of the Civil Rights Act of 1964, and as the regulations may be amended.

29. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successors require modification or change in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, the Company agrees to consent to such amendments, modifications or requirements of this Agreement as may be reasonably required to obtain such funds provided, however, that in no event will the Company be required pursuant to this paragraph to agree to an increase in the rent provided for

hereinunder; or to agree to a reduction in size of the leased premises or to a change in the use to which the Company has put the leased premises (provided it is an authorized use hereunder) without an adjustment in rent.

30. REGULATIONS OF THE LESSOR. The occupancy and use of the Company of the leased premises and the rights herein conferred upon the Company shall be subject to the Lessor's Standards for Fixed Base Operators, as amended from time to time, and to valid rules and regulations as are or may hereafter be prescribed by the Lessor through the lawful exercise of its powers provided, however, that no such rule or regulation or standard shall be of such nature as to interfere with or cause any derogation or infringement with or upon the rights and privileges herein in this agreement granted to the Company. The Company shall be given advance notice of any proposed change or addition to such rules or regulations and an opportunity to be heard thereon. All the terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon he successors and assigns of the parties hereto.

31. CONSTRUCTION OF AGREEMENT. This Agreement is made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Lessor and Company with respect to the leased premises are expressly set forth herein, and this Agreement can only be amended in writing and agreed to by both parties.

32. RECORDING. This Agreement when executed and delivered

will be recorded in the Public Records, Monroe County, Florida, and cost of said recording shall be paid for by the Lessor.

33. WASTE. The Lessee agrees to commit no waste nor permit any waste to be committed to the leased premises, and Lessee shall keep the premises at all times in a clean condition, free from the accumulation of trash and other waste materials, and shall protect said premises from any and all fire hazards and surrender the same at the termination of this lease in as good condition as they now are, ordinary wear and tear and damage by the elements excepted. The Lessor shall have the right at any time to enter upon the leased facilities for the purpose of inspecting same.

34. NON-INTERFERENCE. The Lessor may at any time during the effective period of this lease enter into contracts with any passenger or freight-carrying airlines for the use of the Airport facilities, or with other fixed base operators, and nothing herein contained shall be construed to preclude the Lessor from so doing, and the Lessee agrees to cooperate with the Lessor and with any and all airlines contracted with by the Lessor for the use of said airport facilities in a manner so as to encourage and not to in anyway interfere with the use of the said Airport facilities by any airline operating there or by other fixed base operators.

35. LITIGATION EXPENSES. In the event either party is required to enforce any of the terms of this Agreement against the other party, the defaulting party shall pay all costs and expenses applicable thereto, including reasonable attorneys' fees, whether initial court, appellate court, or any other proceeding.

36. INTERPRETATION. This Lease Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the unconstitutionality or unenforceability of any part hereof shall not affect the enforceability of any other part.

37. OTHER FIXED BASE OPERATORS. The Lessor agrees that it shall comply with the provisions of 49 USC §1718(a)(1), with all FAA rules, and with all other laws,rules or regulations concerning entering into contracts with other fixed base operators on terms more favorable than those herein granted. No lease agreement for a similar fixed base operation on the Airport shall be entered into by the Lessor with any other person, firm, corporation, or partnership on terms which are more advantageous or upon conditions less stringent or at a lower rental for comparable lands and buildings than for those herein devised, in accordance with 49 USC §1718(a)(1).

38. NON-COMPETITION BY LESSOR. The Lessor agrees that it will not itself provide any of the services herein contracted for, nor otherwise enter into competition with the Company's business herein authorized, unless and until this Agreement has been breached by the Company and has been declared in default and terminated by the Lessor.

39. PARCEL C TERMINATION. The Lessor reserves the right to terminate this lease only as to the additional General Aviation Apron parcel as described on Exhibit "C" with thirty (30) days written notice to Lessee if the Lessor determines that the lease of the additional General Aviation Apron parcel is a violation of FAA

directives concerning competition opportunities for additional FBOs. In the event the Lessor exercises the right to terminate this lease as to the space described on Exhibit "C", all other provisions of this lease shall remain in full force and effect except those provisions specifically regarding the space described on Exhibit "C".

40. REDETERMINATION OF RENT FOR GENERAL AVIATION PARCEL DESCRIBED ON EXHIBIT "A". In the event the Company exercises one or both of its options to renew this lease for an additional term as provided in Paragraph 6 hereof the base rent for Parcel A the General Aviation Parcel shall be adjusted to reflect a fair rental on the leased Airport land. Fair rental value is a market based concept established by appraisal then multiplying the appraised value by ten percent (10%) (eg, if the appraised value is $100,000, the annual fair rental value will be $10,000). In determining the fair market value the parties agree that an appraisal shall be based upon usage of the land by a fixed base operator as opposed to the highest and best use appraisal method. It shall be the Company's responsibility to obtain and pay for said appraisal.

41. The Company's right to exercise the two (2) options to renew referred to in Paragraph 6 above shall be conditioned upon the Company making capital improvements during the initial term, i.e., ten (10) years, of this lease in an amount not less than $269,000. These additional improvements shall not be included in the appraised value for Rent Redetermination in Paragraph 42 above.

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

COUNTY OF MONROE,

BY: _____
MAYOR

(SEAL)
Danny L. Kolhage,
Clerk

Attest: _____
CLERK

ISLAND CITY FLYING SERVICE, INC.,

BY: _____
PRESIDENT

(SEAL)

Attest: _____
SECRETARY

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APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

BY _____
Attorney's Office

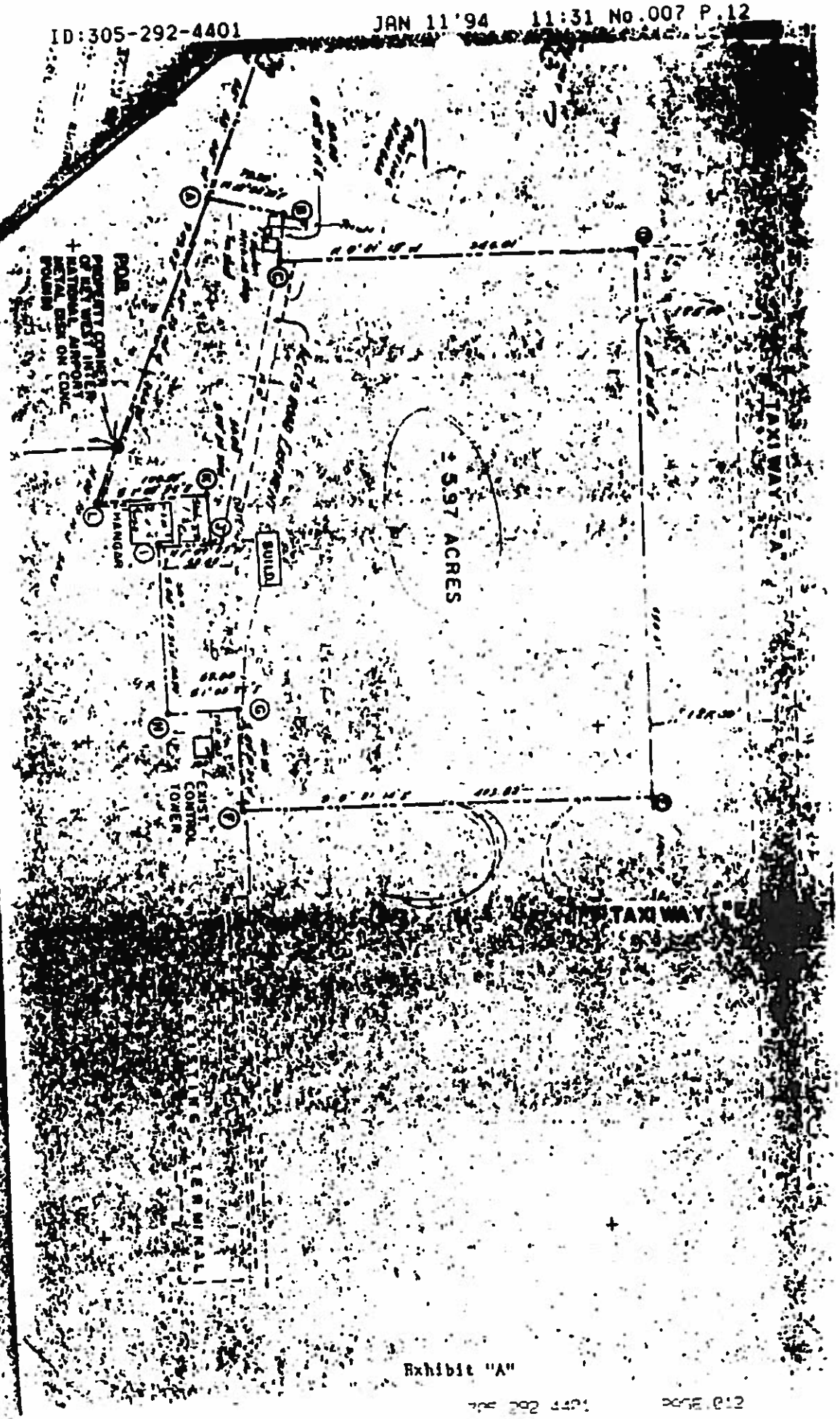
POB
FOUND CONCRETE MONUMENT AT KEY WEST INTERNATIONAL AIRPORT METAL DISK ON CONC POWER
HANGAR
BUILDING
EXIST. CONTROL TOWER
EXISTING TERMINAL
TAXI WAY "A"
TAXI WAY "B"
5.97 ACRES

Exhibit "A"

LEGAL DESCRIPTION

A parcel of land within KEY WEST INTERNATIONAL AIRPORT property located on the island of Key West, Monroe County, Florida, being more particularly described as follows:

COMMENCE at the Point of Beginning of KEY WEST INTERNATIONAL AIRPORT property, located at the northerly curb line of South Roosevelt Boulevard, lying N 74 53'02"W and 674.36 feet of the U.S. Army Corps of Engineers Reference Monument (USAE-2) also located at said South Roosevelt Boulevard;

THENCE run N 01 35'42"W along the property line of said KEY WEST INTERNATIONAL AIRPORT for 436.14 feet to a point, said point being the POINT OF BEGINNING of the parcel of land herein being described;

Thence run N 68 55'45"W along the southerly property line of said KEY WEST INTERNATIONAL AIRPORT, for 264.75 feet to a point on said southerly property line;

Thence run N 12 52'33"E, for 79.29 feet to a point;

Thence run S 82 59'17"E, for 50.00 feet to a point;

Thence run N 00 21'13"W, for 346.01 feet to a point;

Thence run N 89 38'46"E, along a line 125.00 feet South and parallel with the center line of TAXIWAY "A", for 550.67 feet to a point;

Thence run S 00 21'14"E, along a line 225.00 feet West and parallel with the center line of TAXIWAY "E", for 403.82 feet to a point;

Thence run S 89 51'30"W, for 101.93 feet to a point;

Thence run S 01 09'26"E, for 69.00 feet to a point;

Thence run S 88 50'36"W, for 166.99 feet to a point;

Thence run N 01 09'25"W, for 50.00 feet to a point;

Thence run S 88 50'36"W, for 50.00 feet to a point;

Thence run S 01 09'26"E, for 109.55 feet to a point;

Thence run N 68 55'45"E, for 58.93 feet to the POINT OF BEGINNING of the herein described parcel of land;

Containing 5.97 acres more or less.

Exhibit "A"

EXHIBIT "B" - Parcel "D"
Fuel Farm Only (10)

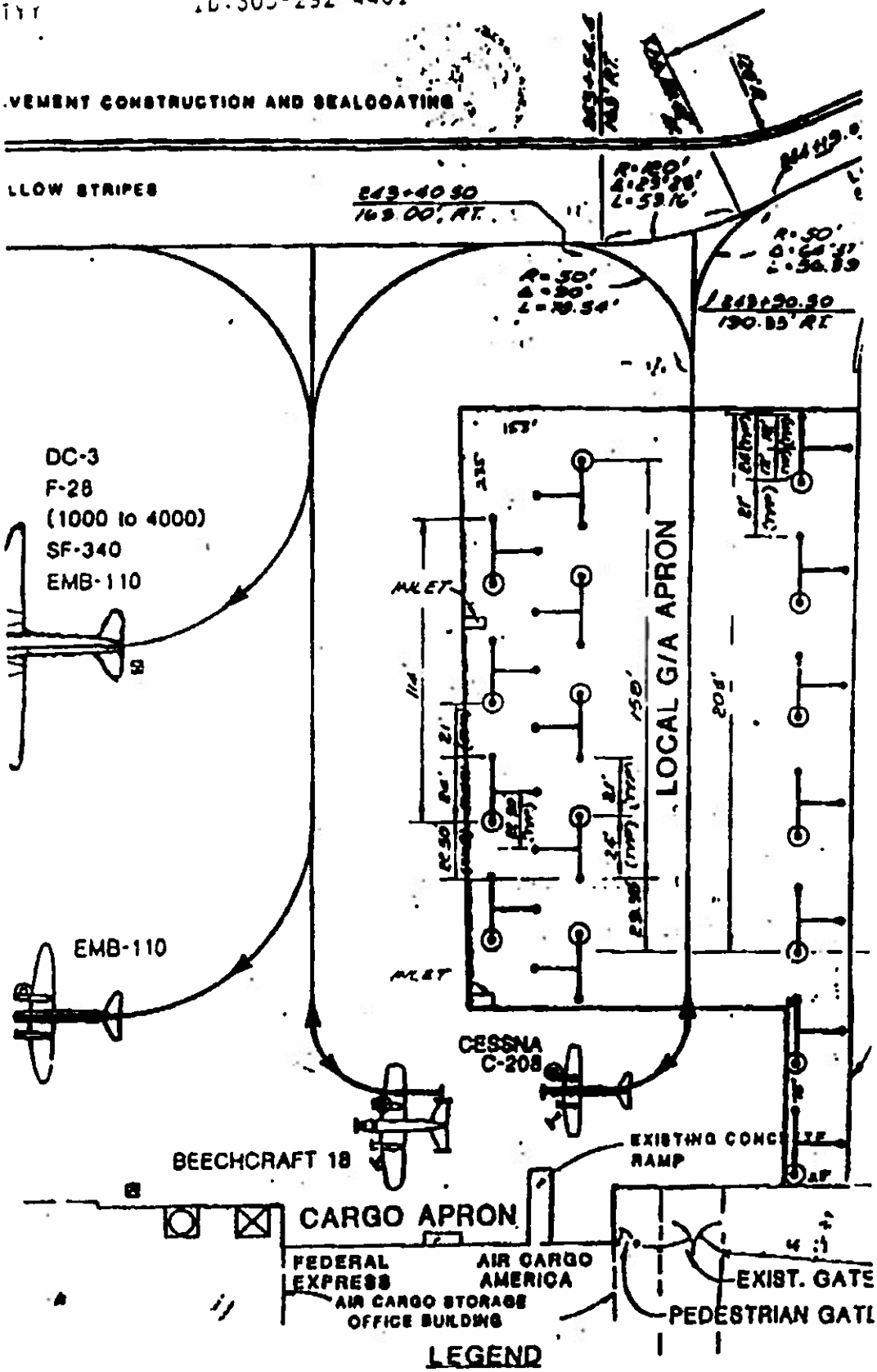

EXHIBIT "C" - Parcel "C"
East General Aviation Ramp

April 22, 1993
1st Printing

GENERAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

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.

April 22, 1993
1st Printing

AIRPORT LIABILITY AND HANGARKEEPERS LEGAL LIABILITY INSURANCE REQUIREMENT FOR

CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves the repair, servicing, maintenance, fueling, or storage of aircraft, the Contractor will be required to purchase and maintain, throughout the life of the contract, Airport Liability and Hangarkeepers Legal Liability Insurance naming the Monroe County Board of County Commissioners as Additional Insured.

The minimum limits of liability shall be $500,000.

April 22, 1993
1st Printing

WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR

CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

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:

$1,000,000 Bodily Injury by Accident
$1,000,000 Bodily Injury by Disease, policy limits
$1,000,000 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 and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

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.

April 22, 1993
1st Printing

VEHICLE LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

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.

LEASE AMENDMENT

Island City Flying Service, Inc.

THIS LEASE AMENDMENT is entered into on the 21st day of AUGUST, 2002, by and between BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, hereafter Lessor, and ISLAND CITY FLYING SERVICE, INC. a corporation, hereafter Lessee.

WHEREAS, in a Lease Amendment dated April 18, 2001, a copy of which is attached hereto and incorporated herein by reference, the Lessor agreed to provide to Lessee 92,447 square feet of additional land to Lessee known as the "West Ramp" as shown on EXHIBIT D in exchange for Lessee's agreement to devote the Air Cargo area exclusively to Air Cargo and large general aviation aircraft operations; and

WHEREAS, the area of the West Ramp included the access road, which is used by Airport staff and others to reach sites beyond the ramp; and

WHEREAS, the parties desire to delete from the lease the road area included in the West Ramp, leaving an area of 56,770 square feet as the West Ramp; now, therefore,

IN CONSIDERATION of the mutual promises and it is agreed as follows:

1. Paragraph 3 of the April 18, 2001 lease amendment and modification agreement is amended to read:

> 3. At such time as Lessor has paved and made ready for occupancy the West Ramp shown on EXHIBIT D, the West Ramp shall be included within the Lease premises, and Lessee shall pay for the 56,770 square feet comprising the West Ramp TWENTY-SEVEN CENTS ($0.27) per foot on an annual basis, payable monthly.

2. Except as provided in this amendment, in all other respects, the terms and conditions of the original lease 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: DANNY L. KOLHAGE, CLERK

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairperson

FILED FOR RECORD
2002 SEP -4 PM 4:41
DANNY L. KOLHAGE
CLK CIR. CT
MONROE COUNTY, FLA.

(SEAL)
Attest:

By _____
Title _____

ISLAND CITY FLYING SERVICE, INC.

By _____
Title _____

JdairICFSA3

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
ROBERT N. WOLFE
DATE 5-24-02

LEASE AMENDMENT AND MODIFICATION AGREEMENT

THIS LEASE AMENDMENT is entered into on the 18th day of APRIL, 2001, by and between BOARD OF COUNTY COMMISSIONERS OF **MONROE COUNTY,** a political subdivision of the State of Florida, hereafter Lessor, and **ISLAND CITY FLYING SERVICE, INC.** a corporation, hereafter Lessee.

WHEREAS, Lessor and Lessee are parties to a Lease Agreement together with all amendments and modifications thereto (the "Lease"), a copy of which is attached hereto; and

WHEREAS, under the Lease, Lessee presently occupies the site shown on EXHIBIT A and the East Ramp as shown on EXHIBIT B ("East Ramp"); and

WHEREAS, Lessor desires that Lessee utilize a portion of the East Ramp (the "Air Cargo area") for air cargo operations, and the Lessee is willing to manage and sublease to air cargo operators the Air Cargo area; and

WHEREAS, the Lessor is willing to provide 92,447 square feet of additional land to Lessee known as the West Ramp as shown on EXHIBIT D ("West Ramp") in exchange for Lessee's agreement to devote the Air Cargo area exclusively to Air Cargo and large general aviation aircraft operations; and

WHEREAS, the area of the West Ramp exceeds the area of the East Ramp, but because of their respective locations the rental value of the East Ramp exceeds the rental value of the West Ramp; and

WHEREAS, as a result of the amendment and modifications hereby authorized, the rent to be received by the Lessor will increase approximately Fifty Thousand Dollars ($50,000.00) (i.e., from less then Twenty-five Thousand Dollars ($25,000.00) to SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00)); and

WHEREAS, these modifications and amendments will provide Lessor a fair benefit, and the airport facility will be improved; and

WHEREAS, Lessor has an opportunity to obtain federal and state funds for airport improvement for a hangar area and ramp, a portion of which land is now occupied by Lessee under the Lease; and

WHEREAS, Lessee is willing to surrender a portion of its existing leased site (shown as Hangars 19 and 20) as shown on EXHIBIT C in order to help facilitate the development of said facility; and

WHEREAS, the parties contemplate such a reduction of the leased premises to allow for the relocation of hangars and construction of new hangars pursuant to a future RFP (the "Hangar Development Proposal"); and

WHEREAS, there has been some confusion as to which entities and/or airplanes are subject to the County's Fuel Flowage Fee, and the parties desire to clarify same; now, therefore,

IN CONSIDERATION of the mutual promises and covenants herein contained and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. That the recitals contained herein are true and correct and incorporated herein by reference.

2. The leasehold premises described on EXHIBIT A is hereby deleted and in lieu thereof the property shown on EXHIBIT A-1 is substituted. At such time as Monroe County paves the shaded area shown on EXHIBIT A-1, then Lessee shall begin paying rent at FORTY-ONE CENTS ($0.41) per square foot on an annual basis, payable monthly to the County, for the shaded area. The shaded area is approximately 20,000 square feet.

3. At such time as Lessor has paved and made ready for occupancy the West Ramp shown on EXHIBIT D, the West Ramp shall be included within the Lease premises, and Lessee shall pay for the 83,407 square feet comprising the West Ramp TWENTY-SEVEN CENTS ($0.27) per foot on an annual basis, payable monthly.

4. At such time as all of the necessary plans, permits and other conditions precedent to the implementing of the Hangar Development Proposal have been approved, and the consent of no fewer than 100% of all existing hangar tenants within the Hangar Development Proposal boundaries has been obtained, then the property, shown as Hangars 19 and 20 on EXHIBIT A-1, shall be deleted from the Lease and the approximate 44' x 246' strip shown on EXHIBIT D-1 shall be added and the leased premises shall be amended to include the property shown on EXHIBIT C and D-1. Lessee shall then increase its existing rent to FORTY-ONE CENTS ($0.41) per square foot for the property shown on EXHIBIT C and TWENTY-SEVEN CENTS ($0.27) per square foot for the property shown on EXHIBIT D-1 on an annual basis, payable monthly, and the expiration of the Lease shall be extended to the same expiration date as the expiration date under the Lease entered into pursuant to the Hangar Development Proposal.

5. In addition to the other rent due Lessor, Lessee shall pay to Lessor monthly as additional rent Ten Percent (10%) of the gross rents on ramp fees received by Lessee from all sublessees and tenants engaged in air cargo and like operations on the East Ramp. Lessee shall provide Lessor monthly with backup documentation sufficient for Lessor to verify Lessee's gross receipts from such air cargo and like operations.

6. The exemption for the fuel flowage fee shall only be applicable to aircraft operated by airlines providing regularly scheduled service to Key West International Airport, and to aircraft owned or operated by Island City Flying

Service. By way of illustration and not exclusion, the airplanes operated by Seaplanes of Key West, an affiliate of Island City, shall be exempt.

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

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By
Mayor/Chairman

(SEAL)
Attest:

By
Title President

ISLAND CITY FLYING SERVICE, INC.

By
Title President

jdairportICFSA

FILED FOR RECORD
01 JUN -7 PM 1:11
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY:
ROBERT B. [illegible]
DATE 4-6-01

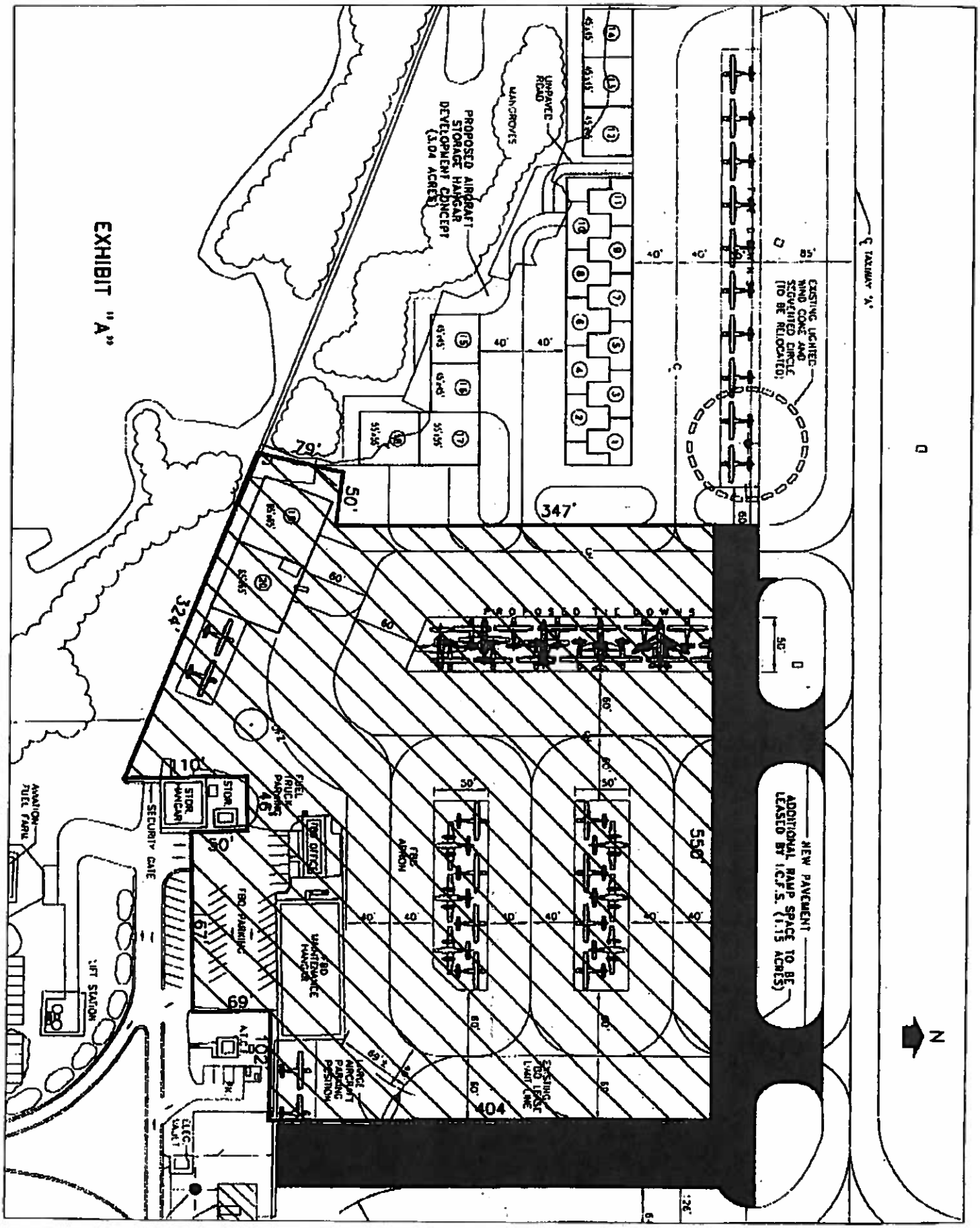
EXHIBIT "A"
PROPOSED AIRCRAFT STORAGE HANGAR DEVELOPMENT CONCEPT (3.04 ACRES)
UNPAVED ROAD
MANGROVES
EXISTING LIGHTED WIND CONE AND SEGMENTED CIRCLE (TO BE RELOCATED)
TAXIWAY 'A'
NEW PAVEMENT
ADDITIONAL RAMP SPACE TO BE LEASED BY I.C.F.S. (1.15 ACRES)
PROPOSED TIEDOWNS
347'
550'
404'
79'
50'
110'
90'
62'
69'
102'
STOR HANGAR
STOR
FUEL TRUCK PARKING
FBO OFFICE
FBO APRON
FBO MAINTENANCE HANGAR
FBO PARKING
LARGE AIRCRAFT PARKING POSITION
EXISTING FBO LEASE LIMIT LINE
SECURITY GATE
AVIATION FUEL FARM
LIFT STATION
ELEC. VAULT
N

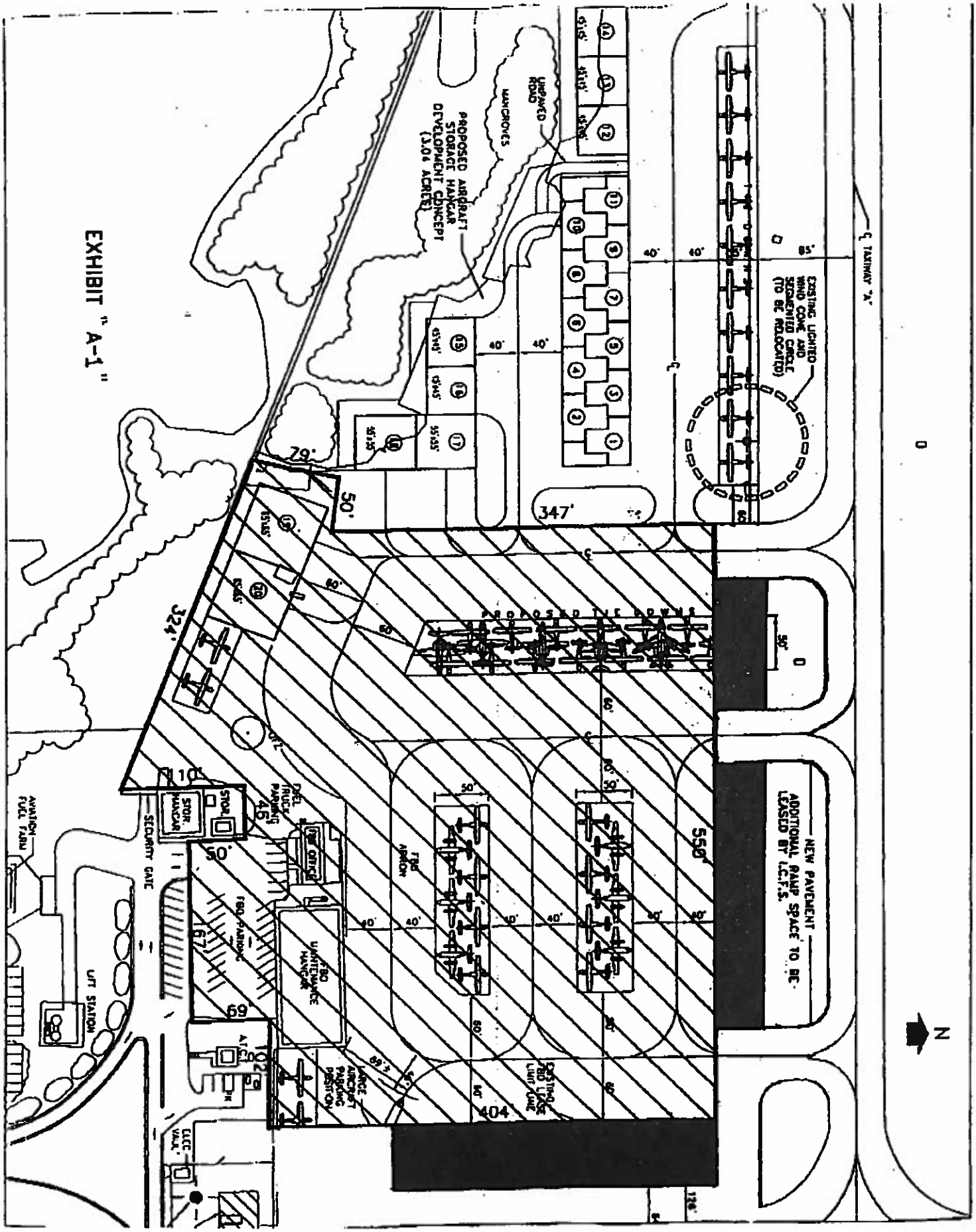
EXHIBIT "A-1"
PROPOSED AIRCRAFT STORAGE HANGAR DEVELOPMENT CONCEPT (3.06 ACRES)
MANGROVES
UNPAVED ROAD
EXISTING LIGHTED WIND CONE AND SEGMENTED CIRCLE (TO BE RELOCATED)
℄ TAXIWAY "A"
NEW PAVEMENT ADDITIONAL RAMP SPACE TO BE LEASED BY I.C.F.S.
EXISTING FBO LEASE LIMIT LINE
LARGE AIRCRAFT PARKING POSITION
FBO MAINTENANCE HANGAR
FBO APRON
FBO PARKING
DEL TRUCK PARKING
STOR HANGAR
STOR
SECURITY GATE
AVIATION FUEL FARM
LIFT STATION
ELEC VAULT
OFF
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550'
404'
50'
79'
32'
67'
69'
N

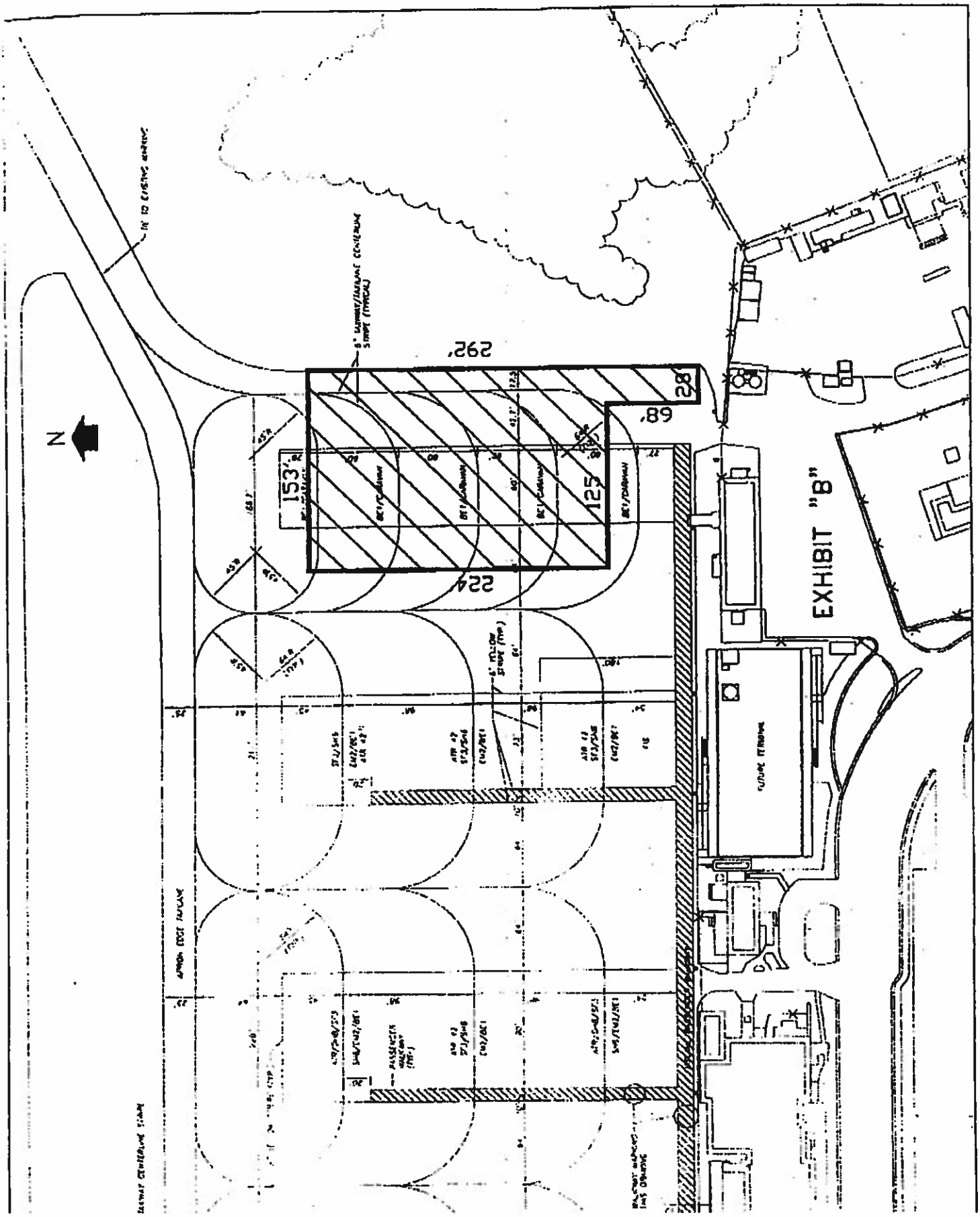
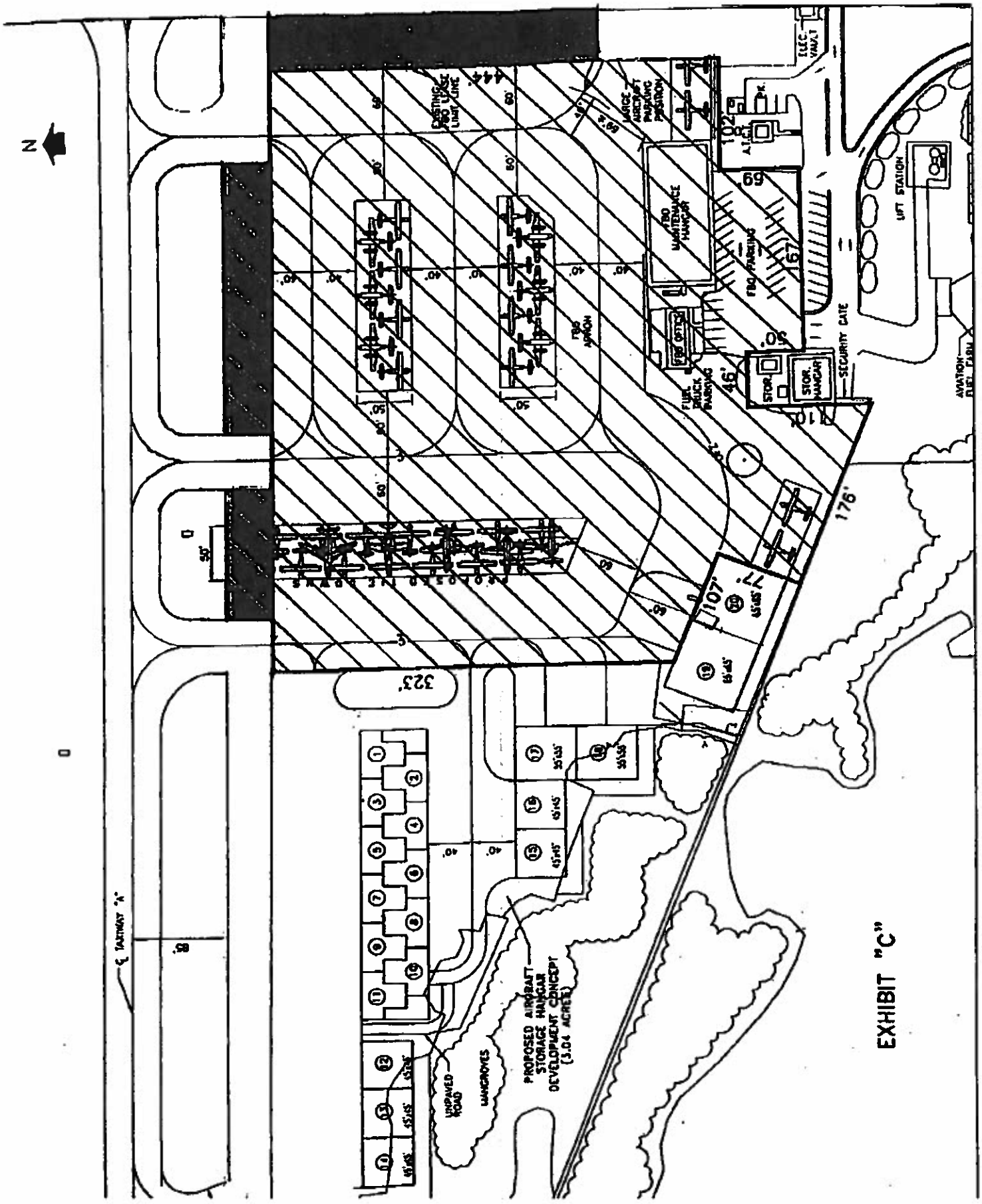


EXHIBIT "B"
N
292'
89'
153'
125'
224'
28'


N
EXISTING FBO LEASE LIMIT LINE
LARGE AIRCRAFT PARKING POSITION
ELEC. VAULT
A.T.C.T.
102'
69'
FBO MAINTENANCE HANGAR
FBO PARKING
167'
LIFT STATION
FBO APRON
FBO OFFICE
STOR. HANGAR
SECURITY GATE
AVIATION FUEL FARM
46'
FUEL TRUCK PARKING
10'
176'
107'
77'
323'
PROPOSED AIRCRAFT STORAGE HANGAR DEVELOPMENT CONCEPT (3.04 ACRES)
MANGROVES
UNPAVED ROAD
℄ TAXIWAY "A"
EXHIBIT "C"

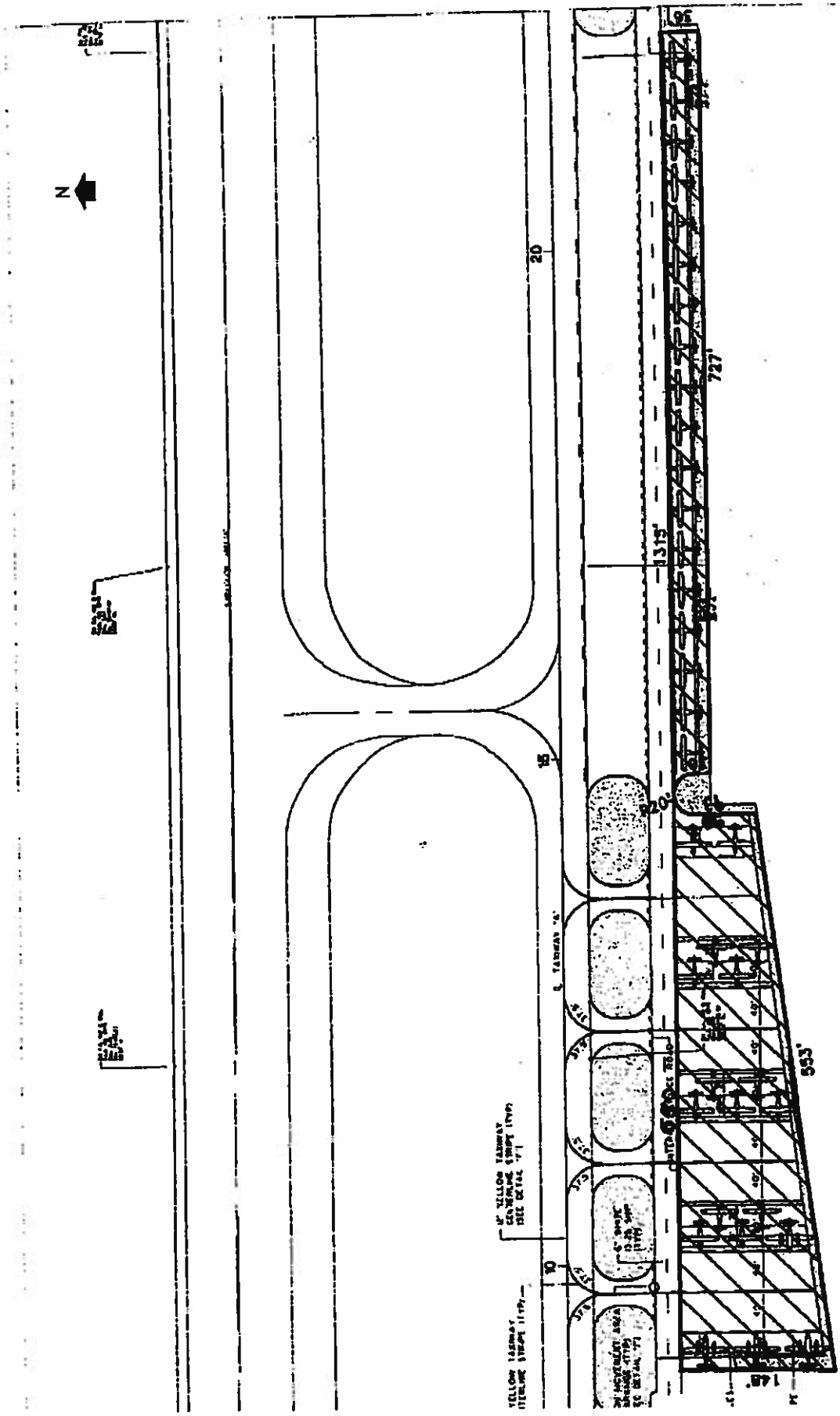
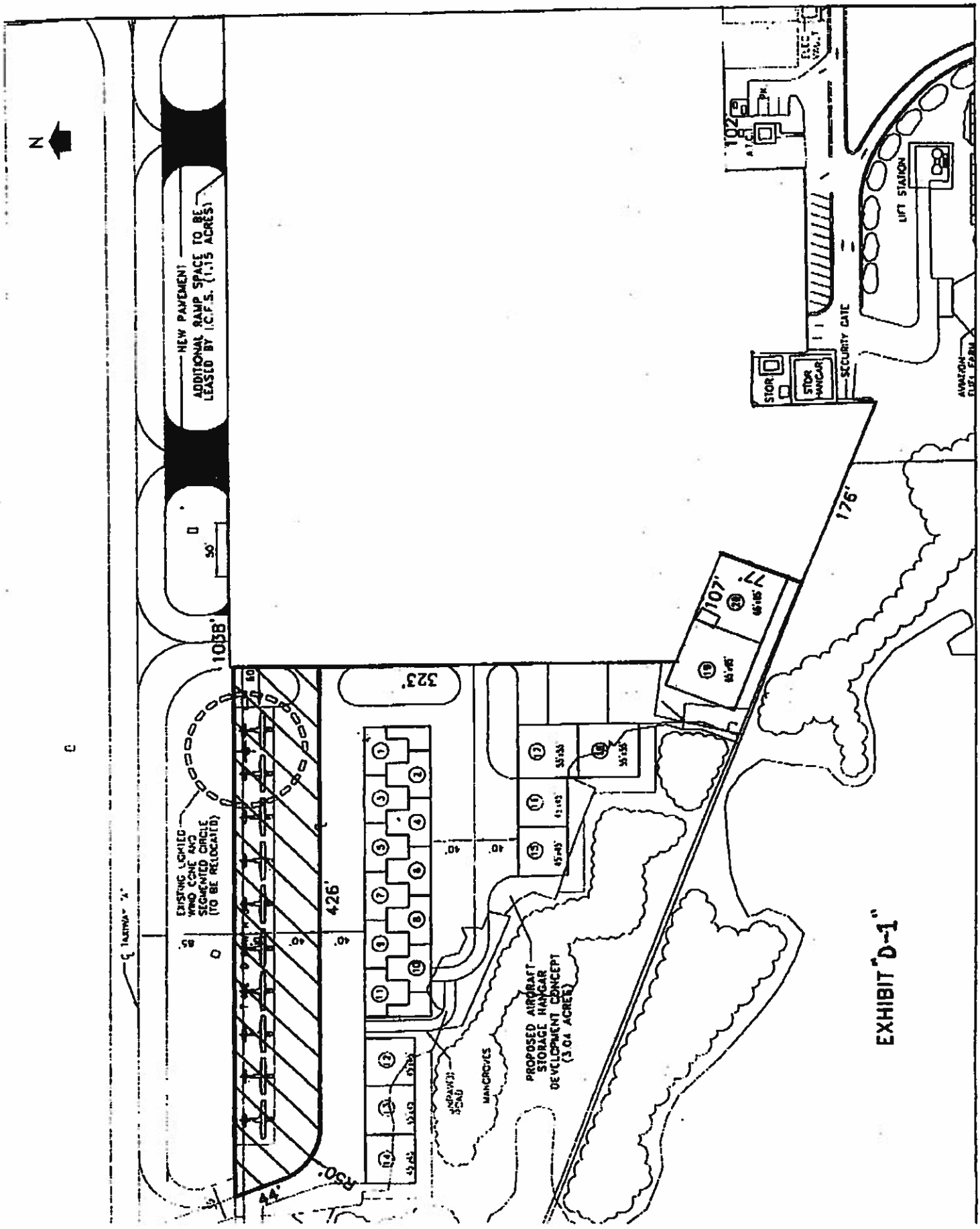


EXHIBIT "D"


N
NEW PAVEMENT
ADDITIONAL RAMP SPACE TO BE LEASED BY I.C.F.S. (1.15 ACRES)
1038'
323'
426'
176'
107'
77'
EXISTING LIGHTED WIND CONE AND SEGMENTED CIRCLE (TO BE RELOCATED)
PROPOSED AIRCRAFT STORAGE HANGAR DEVELOPMENT CONCEPT (3.04 ACRES)
MANGROVES
LIFT STATION
SECURITY GATE
STOR HANGAR
STOR
AVIATION FUEL FARM
R50'
44'
EXHIBIT "D-1"

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: TDC

Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan 305-296-1552

AGENDA ITEM WORDING:
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 BACKGROUND:
DAC III approved same at their meeting of December 2, 2015
TDC approved same at their meeting of December 15, 2015

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $40,000 **INDIRECT 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 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: Greater Marathon Chamber of Commerce, Inc. Contract# 1646

Effective Date: 1/20/16

Expiration Date: 5/30/16

Contract Purpose/Description:
Approval of a 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.

Contract Manager: Ammie Machan (Name) 3523 (Ext.) TDC #3 (Department/Stop #)

for BOCC meeting on: 1/20/16 Agenda Deadline: 1/5/16

CONTRACT COSTS

Total Dollar Value of Contract: $ 40,000 Current Year Portion: $ _____

Budgeted? Yes ☒ No ☐ Account Codes:

Grant: $ _____ 115-75360-530340-TM65453X-530340

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	12/7/15	Yes ☐ No ☑		12/7/15
Risk Management	12-15-15	Yes ☐ No ☑		12-15-15
O.M.B./Purchasing	12/15/15	Yes ☐ No ☑		12/16/15
County Attorney	12/11/15	Yes ☐ No ☑	C.Limbert-Barows	12/11/15

Comments: _____

OMB Form Revised 2/27/01 MCP #2

Destination Event Agreement

THIS Agreement is made and entered into by and between Monroe County, Florida, a political subdivision of the State of Florida (County), and **Greater Marathon Chamber of Commerce, Inc.** (Event Contractor) on this ____ day of _____, 2015.

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to pay up to $40,000 (Forty Thousand Dollars – Monroe County Tourist Development Council TDC District III Funding Allocation) for **The Original Marathon Seafood Festival in March 2016**; from tourist development tax funds (**see Exhibit C**). Of this amount, no more than 10% or $4,000 of the total allocated funds shall be expended on advertising media costs attributable to in-county placement. **The general non-allocated section of an event budget shall not exceed 15% of the total budget and may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. No amendments shall be made to Exhibit C after approval of contract. A list of Acceptable Event Marketing Expenses is attached to the agreement as Exhibit A.**

2. Scope of Services: The Event Contractor agrees to provide the County with an event as specified below:

a) A two (2) day seafood festival to include food; art and crafts vendors; boat show exhibits; live music entertainment; activities and rides for children.

3. Event Budget: Exhibit C attached hereto shall be reviewed and approved by the TDC Agencies of record.

4. Invoicing: Event Contractor agrees to submit all invoices and support documentation as required by the County's Finance Department rules and policies no later than **May 30, 2016** unless the date of the event is amended upon approval of the Advisory Committee and TDC Director. Event Contractor shall not be reimbursed nor will Event Contractor's vendors be paid directly for any invoices received by the County after **May 30, 2016** unless the date of the event is amended upon approval of the Advisory Committee and TDC Director, and the County shall not be obligated to pay for any services provided by Event Contractor under this agreement if documentation as noted above is not received on or before this reimbursement deadline date. To be eligible for reimbursement, the request for reimbursement and supporting documents (checks, invoices, credit card statements, bank statements, etc.) must show that the items were paid for directly by the same entity named on the contract with the County. For clarification on reimbursements, please refer to the reimbursement packet provided to you upon execution of your funding agreement.

5. Expiration of Agreement: This agreement expires on **May 30, 2016** unless the date of the event is amended upon approval of the Advisory Committee and TDC Director and the County shall not be obligated to pay for any services provided by Event Contractor under this agreement if documentation as noted above is not received on or before this reimbursement deadline date.

Event Name: The Original Marathon Seafood Festival
Destination Event: FY 2016
Contract ID#: 1646

6. Duties of Event Contractor: Event Contractor shall provide promotion and related services as described in paragraph 2 – Scope of Services, and outlined in Exhibit C (Event Budget). All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the TDC and County.

7. Accounting and Records: Event Contractor shall maintain records pursuant to generally accepted accounting principles for four (4) years after the event and shall permit County and its agents and employees access to said records at reasonable times.

8. Modification: The event name, time & date of the event and Schedule of Activities may be amended upon written approval of the Advisory Committee and TDC Director. Any changes to said contract other than stated above require approval by the Advisory Committee, TDC and the County.

9. Reimbursement to County: Event Contractor shall reimburse County for any amount of funds expended by County in connection with an event which does not occur as a result of any act or omission by Event Contractor.

10. Breach and Penalties: The parties agree to full performance of the covenants contained in this agreement, and the County reserves the right at its discretion, provided such breach is material, to terminate this agreement for any misfeasance, malfeasance or nonperformance of the agreement terms or negligent performance of the agreement terms by the Event Contractor.

11. Non Occurrence of Event: The Event Contractor shall give written notice to the TDC if it is found necessary to cancel an event. The notice shall contain the reason for the cancellation. If the event does not take place for any reason under control of Event Contractor except for those reasons in paragraph 21, then Event Contractor agrees to refund to the County any amounts already paid to them under this agreement, and relieve the County from any further payments.

12. Claims and Venue: Event Contractor agrees to notify County immediately of any claims, suits or action made against the Event Contractor that is related to the activity under this agreement, and will cooperate with County in the investigation arising as a result of any action, suit or claim related to this agreement. Any legal proceedings arising out of this agreement shall be in accordance with the laws of the State of Florida in the 16th Judicial Circuit for Monroe County; venue shall be in Monroe County, Florida.

13. Indemnification and Hold Harmless: The Event Contractor covenants and agrees to indemnify and hold harmless and defend Monroe County, its officers, employees and agents including the TDC and Visit Florida Keys from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided by Event Contractor, or other activities and funding associated with this agreement, except those losses or damages caused by County or its agents.

14. Permits: The Event Contractor will secure all required permits, licenses and shall pay all appropriate business taxes.

15. Taxes: The County and TDC are exempt from Federal Excise and State of Florida Sales Tax, but this in no way exempts the Event Contractor from applicable Federal and State taxes.

16. Finance Charges: The County and TDC shall not be responsible for any finance charges.

17. Relation of County/TDC: It is the intent of the parties hereto that the Event Contractor shall be legally considered as an independent Event Contractor and that neither it nor its employees shall, under any circumstances, be considered employees, servants or agents of the County and TDC and the County and TDC shall at no time be legally responsible for any negligence on the part of said Event Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

18. Disclosure: The Event Contractor shall be required to list any or all potential conflicts of interest, as defined by Florida Statutes Chapter 112 and Monroe County Code. The Event Contractor shall disclose to the County and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the County and TDC.

19. Assignment: The Event Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its rights, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior consent of the County.

20. Compliance with Laws - Nondiscrimination: The Event Contractor shall comply with all Local, State and Federal laws, regulations 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. This agreement shall be subject to all Local, State and Federal laws and regulations and ordinances.

21. Force Majeure: The Event Contractor shall not be liable for delay in performance or failure to perform in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war whether an actual declaration thereof if made or not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where the Event Contractor has exercised reasonable care in the prevention or mitigation of damages and delay, any such delay or failure shall not constitute a breach of the agreement. Upon demand of TDC or County, the Event Contractor must furnish evidence of the causes of such delay or failure. County shall not pay for any services or activities, promotional or otherwise, connected with an event produced after the date(s) described in paragraph 1 and Scope of Services.

22. 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 the agreement, the County and Event Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This agreement shall not be subject to arbitration.

23. Security Protection: The Event Contractor agrees to provide adequate security for the event. No TDC funds will be used for this purpose.

Event Name: The Original Marathon Seafood Festival
Destination Event: FY 2016
Contract ID#: 1646

24. Media Rights: The TDC shall have the right under this agreement to broadcast or rebroadcast, for any purpose whatsoever, radio, television, sound, video or film production, and still photographs, paid by the TDC and County, and produced by the TDC agencies of record.

25. Logo: **Logo Usage guidelines are attached to this contract as Exhibit B.** All promotional literature and display advertising must display the "The Florida Keys - Marathon" logo/trademark (**as per attached logo sample**). This logo/trademark was adopted by the TDC and County in April, 2010.

26. Severability: If any provision of this agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby; and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

27. Authority: Each of the signatories for the Event Contractor below certifies and warrants that: a) the Event Contractor's name in the agreement is the full name as designated in its corporate charter, and b) they are empowered to act and execute the agreement for the Event Contractor and c) this agreement has been approved by the Event Contractor's governing board.

28. Ethics Clause: The Event Contractor warrants that it has not employed, retained or otherwise had act on its behalf, any former County office 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.

29. 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 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.

30. Laws and Regulations: Any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

31. Termination of Agreement: County may terminate this agreement without cause by providing written notice to Event Contractor, through its officer, agent or representative, no less than sixty (60) days prior to the event and may terminate for breach upon providing to Event Contractor, through its officer, agent or representative, notice at least seven (7) days prior to the effective date of the termination. Notice is deemed received by Event Contractor when hand delivered, delivered by national courier with proof of delivery, or by U.S. mail upon verified receipt or upon the date of refusal or non-acceptance of delivery.

33. Notice: Any notice required or permitted under this agreement shall be in writing and hand delivered, emailed or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee:
Daniel Samess
12222 Overseas Highway
Marathon, FL 33050

For Grantor:
Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

And

Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

32. Miscellaneous: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

33. Entire Agreement: The parties agree that the agreement above constitutes the entire agreement between the County and Event Contractor.

REMAINDER OF PAGE 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

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

Greater Marathon Chamber of Commerce, Inc.

By
President

Wm J Kelly III
Print Name

Date: 12-14-15

AND TWO WITNESSES

(1)

Print Name: Daniel Santos

Date: 12-14-15

(2)

Print Name: Leigha Fox

Date: 12.14.15

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 12/11/15

Event Name: The Original Marathon Seafood Festival
Destination Event: FY 2016
Contract ID#: 1646

Acceptable Event Marketing Expenses for Destination Events

Only the TDC expenses listed below may be included in the proposed budget. A general non-allocated line item is not to exceed 15% of the total budget and can only be utilized for acceptable TDC marketing items listed in this section. There cannot be more than a 10% deviation from the approved line item budget. The following are the only acceptable expenses:

Media Placement & Production Costs: Newspapers and magazines (inserts will also be considered) radio, and TV. The TDC will pay for the following digital advertising on websites, website links, pre roll video, banners, mobile and email blasts. Digital advertising links may go to the event website. The TDC Logo must be placed on all print, TV, websites, pre roll video, banners and email blasts. Radio advertising does not require the logo but all radio announcements must say "Brought to you by the Monroe County Tourist Development Council". No more than 10% of the total allocated funds shall be expended on advertising media costs attributable to in-county placement.

Promotional Signs: Posters and banners (hanging and displayed outdoors).

Promotional Items: T-shirts and hats*.

***Sales/Resale of TDC funded items:** Items funded, including creative and resulting work product, by the BOCC/TDC, in accordance with Florida Public Records Law, are owned by the BOCC/TDC and as such may not be sold.

Direct Mail Promotions: Brochures, postcards and pamphlets including postage/shipping. This is a direct mail promotional brochure/postcard/pamphlet utilized for pre-event advertising.

Programs: TDC will pay up to fifty percent (50%) of the cost of production and printing of an event program showing scheduled activities and information on the event, as outlined in contract budget.

Public Relations (PR): Print and electronic public relations materials for distribution to media, such as, but not limited to, press releases, public service announcements, photography and videography **as approved** by the public relations agency of record. Only permissible PR material produced by the TDC agency of record and/or a professional public relations agency shall be acceptable.

In-House Production: In-house production of any permissible expenditure will not be considered for reimbursement.

Event Marketing Reimbursement: TDC will only consider reimbursement of permissible marketing expenditures that highlight the special event versus the regular programming of a business, organization or the facility.

Amendments to Contract Budgets: No amendments to the line item budgets will be permitted after the contract has been reviewed and approved.

Event Name: The Original Marathon Seafood Festival
Destination Event: FY 2016
Contract ID#: 1646

Logo/Acknowledgement Usage Guidelines For District III Destination Events

Color ads four (4) color processing printing
Black & white ads shall include the Florida Keys and Key West logo in high resolution
Use on all printed material as listed under the Acceptable Event Marketing Expenses list
TV: logo must appear at the conclusion of commercial
Hats and t-shirts: must carry the "The Florida Keys - Marathon" Out-of-County logo

Radio Advertising: No logo is required. All radio announcements must say "Brought to you by the Monroe County Tourist Development Council"

In-County Logo

The logo below indicating the "Monroe County Tourist Development Council" designation is to be utilized on in-county print newspaper and magazine ads, brochures, postcards, pamphlets, programs, posters, banners (hanging and displayed outdoors), and digital advertising on websites, website links, pre roll video, banners, mobile and email blasts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (eps or jpg file), contact Ashley Miller or John Underwood with Tinsley Advertising at 305-856-6060.

The Florida Keys
Marathon
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

Out-of-County Logo

The logo below that does NOT include the "Monroe County Tourist Development Council" designation is to be utilized in out-of-county newspapers and magazines, brochures, postcards, pamphlets, programs, posters and digital advertising on websites, website links, pre roll video, banners, mobile and email blasts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (eps or jpg file), contact Ashley Miller or John Underwood at Tinsley Advertising at 305-856-6060.

The Florida Keys
Marathon

Event Name: The Original Marathon Seafood Festival
Destination Event: FY 2016
Contract ID#: 1646

EXHIBIT C

DESTINATION EVENT BUDGET - FISCAL YEAR 2016

Applicant is advised prior to completing this budget to refer to Exhibit A of the Sample Contract showing the Allowable Marketing Expenses. This can be found online at:
http://www.monroecounty-fl.gov/DocumentCenter/Home/View/7673

THERE WILL BE NO AMENDMENTS TO THIS BUDGET {EXHIBIT C} AFTER BOCC APPROVAL OF AGREEMENT

The Original Marathon Seafood Festival
EVENT NAME

MEDIA PLACEMENT & PRODUCTION COST:	$31,000
PROMOTIONAL SIGNS:	
PROMOTIONAL ITEMS:	$3,000
DIRECT MAIL PROMOTIONS:	
PROGRAMS	
PUBLIC RELATIONS:	
*GENERAL NON-ALLOCATED:	$6,000
TOTAL	$40,000

*The General Non-Allocated line item should not exceed 15% of the total funding allocation, and may only be utilized for acceptable event marketing expenses (see Exhibit A of application).

Actual expenditures may deviate no more than 10% from the budgeted line items noted above.

TDC will only consider reimbursement of permissible marketing expenditures that highlight the special event versus the regular programming of a business, organization or the facility.

The County shall pay no more than 10% of the total allocated funds on advertising media costs attributable to in-county placement.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: County Administrator

Bulk Item: Yes X No Staff Contact /Phone #: Elaine Ferda x4441

AGENDA ITEM WORDING: Approval of one "At Large" appointment to the Tourist Development Council District V Advisory Committee.

ITEM BACKGROUND: This position was advertised due to the end of term for Ms. Valerie Barth.

Applicants are: John J. Curlett was the sole applicant

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: December 22, 2015

TO: Mr. Roman Gastesi, County Administrator

FROM: Laura Hamm, Administrative Secretary

RE: **DAC V 'AT LARGE' VACANCY**

Please bring forward the attached District V Advisory Committee "At Large" application to the January 2016 BOCC meeting.

This position was advertised due to the end of term for DAC V member, Ms. Valerie Barth..

DISTRICT V ADVISORY COMMITTEE - Mile Marker 90.940 to the Dade/Monroe County Line and any Mainland portions of Monroe County

"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:

- John J. Curlett

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
DEC 02 2015
By

DISTRICT V 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)

[X] **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: John J.(Jack) Curlett

WORK ADDRESS: 31 Ocean Reef Drive, Suite A-100
Key Largo, FL 33037

HOME ADDRESS: 5 Caloosa Rd.
Key Largo, FL 3037

WORK PHONE: (305) 367-2727 **CELL:** (305) 522-0745
(please select)

FAX NO: (305) 367-2938 ***E-MAIL:** jackcurlett@bellsouth.net

Current Employment:

Card Sound Yachts, Inc - President 1989 to present
Ocean Reef Club, Key Largo, FL 33037

Employment History:

Richard Bertram & Co. 1984-1989

Organization/Membership Affiliation(s):

Florida Keys National Marine Sanctuary Advisory Council
Fish and Wildlife Foundation of Florida
South Florida National Parks Trust
Bonefish & Tarpon Trust
Ocean Reef Rod & Gun Club
Ocean Reef Environmental Committee
Ocean Reef Conversation Association

Brief summary as to your qualifications to serve on this committee:

I have been a resident of Monroe County for the past 31 years and would like to further volunteer my time and experience in endeavors to see that our county gets the greatest return and exposure for those funds that are supposed to do just that, i.e. bed tax revenues. I have worked in retail operations all of my adult life and have owned and managed numerous businesses and feel this experience will enable me to assist the Monroe County Tourist Development Council with it's mission.

*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:** December 1, 2015

APPLICATION TO BE RECEIVED NO LATER THAN 5:00 P.M., FRIDAY DECEMBER 18, 2015

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: January 20, 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 December 9, 2015 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

December 9, 2015 Meeting Minutes

The Governing Board of the Monroe County Comprehensive Plan Land Authority held a regular meeting on Wednesday, December 9, 2015 at the Murray E. Nelson Government Center located at 102050 Overseas Highway, Key Largo, Florida. Chairman David Rice called the meeting to order at 9:19 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 the selection of the Chairman and Vice Chairman of the Governing Board. Commissioner Murphy nominated Commissioner Kolhage to serve as Chairman. Commissioner Kolhage declined the nomination and nominated Commissioner Rice to continue serving as Chairman. Mayor Carruthers nominated Commissioner Kolhage to serve as Vice Chairman. There were no other nominations.

The next item was approval of a resolution electing the Chairman and Vice Chairman of the Governing Board. This resolution documents the Board's selections of David Rice as Chairman and Danny Kolhage as Vice Chairman. A motion was made by Commissioner Neugent and seconded by Mayor Carruthers to approve the resolution. There being no objections, the motion carried (5/0). [Resolution 08-2015]

The next item was approval of a resolution regarding the execution of all warrants, legal documents and papers, and other instruments on behalf of the Land Authority. A motion was made by Commissioner Neugent and seconded by Mayor Carruthers to approve the resolution. There being no objections, the motion carried (5/0). [Resolution 09-2015]

The next item was approval of the minutes for the meetings held on September 3, 2015, September 11, 2015, and November 17, 2015. A motion was made by Commissioner Neugent and seconded by Mayor Carruthers to approve the minutes as submitted. There being no objections, the motion carried (5/0).

The next item was approval of a contract to purchase Block 3, part of Lot 1 and all of Lot 2, Punta Brisa, Big Pine Key for conservation. A motion was made by Commissioner Murphy and seconded by Commissioner Neugent to approve the item. There being no objections, the motion carried (5/0).

The next item was approval of a resolution concerning waiving the surcharge on admission to the State parks in unincorporated Monroe County on Veterans Day. A motion was made by Commissioner Murphy and seconded by Commissioner Kolhage to approve the resolution. Mr. Rosch addressed the Board. Following Board discussion, there were no objections and the motion carried (5/0). [Resolution 10-2015]

Mr. Rosch reported that 34 applications were received for the position of Executive Director and the Review Committee established by the Board to rank the applicants is scheduled to meet on December 16, 2015. Following Board discussion, a motion was made by Commissioner

Murphy and seconded by Commissioner Kolhage to request the Review Committee to rank the 34 applicants and provide a list of the 11 who rank the highest. After further discussion, an amendment to the motion was proposed by Commissioner Kolhage and accepted by Commissioner Murphy to request the Review Committee to select the top 11 candidates from the 34 applications received and to rank those 11 candidates in numeric order. There being no objections, the motion carried (5/0). The Board also discussed having the Review Committee identify strengths and weaknesses of the candidates.

The Board discussed the fact that one of the applicants is an in-house candidate in the Planning and Environmental Resources Department. A motion was made by Commissioner Neugent and seconded by Commissioner Murphy to remove Assistant County Administrator Christine Hurley from the Review Committee and replace her with Employee Services Director Teresa Aguiar. Roll call was as follows: Mayor Carruthers, no; Commissioner Kolhage, yes; Commissioner Murphy, yes; Commissioner Neugent, yes; and Chairman Rice, yes. The motion carried (4/1).

The Board discussed different scenarios for scheduling interviews and special meetings but took no action.

There being no further business, the meeting was adjourned at 9:45 AM.

Minutes prepared by: _____
Mark J. Rosch
Executive Director

Approved by the Board on: _____

LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY

Meeting Date: January 20, 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 4, Lot 37, Eden Pines Colony, 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 5,000 square foot canal lot on Cedar Drive 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 with an overlay of Area of Critical County Concern, and vegetation consisting of a mix of tropical hardwood hammock and 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 36-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 stewardship requirements for this property may include periodic trimming of vegetation to maintain navigation along the canal.

The property owner has agreed to sell the property for the price of $25,000. The estimated closing costs for this transaction are listed in the agenda documentation.

Advisory Committee Action: On December 16, 2015 the Committee voted 4/0 to approve purchasing this property for the price of $25,000.

Previous Governing Board Action: The Board has approved the purchase of many conservation properties in this subdivision.

Contract/Agreement Changes: N/A

Staff Recommendation: Approval

Total Cost: $ 25,929.25 **Indirect Cost:** $_____ **Budgeted:** Yes _X_ No ___.

Cost to Land Authority: $ 25,929.25 **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_.

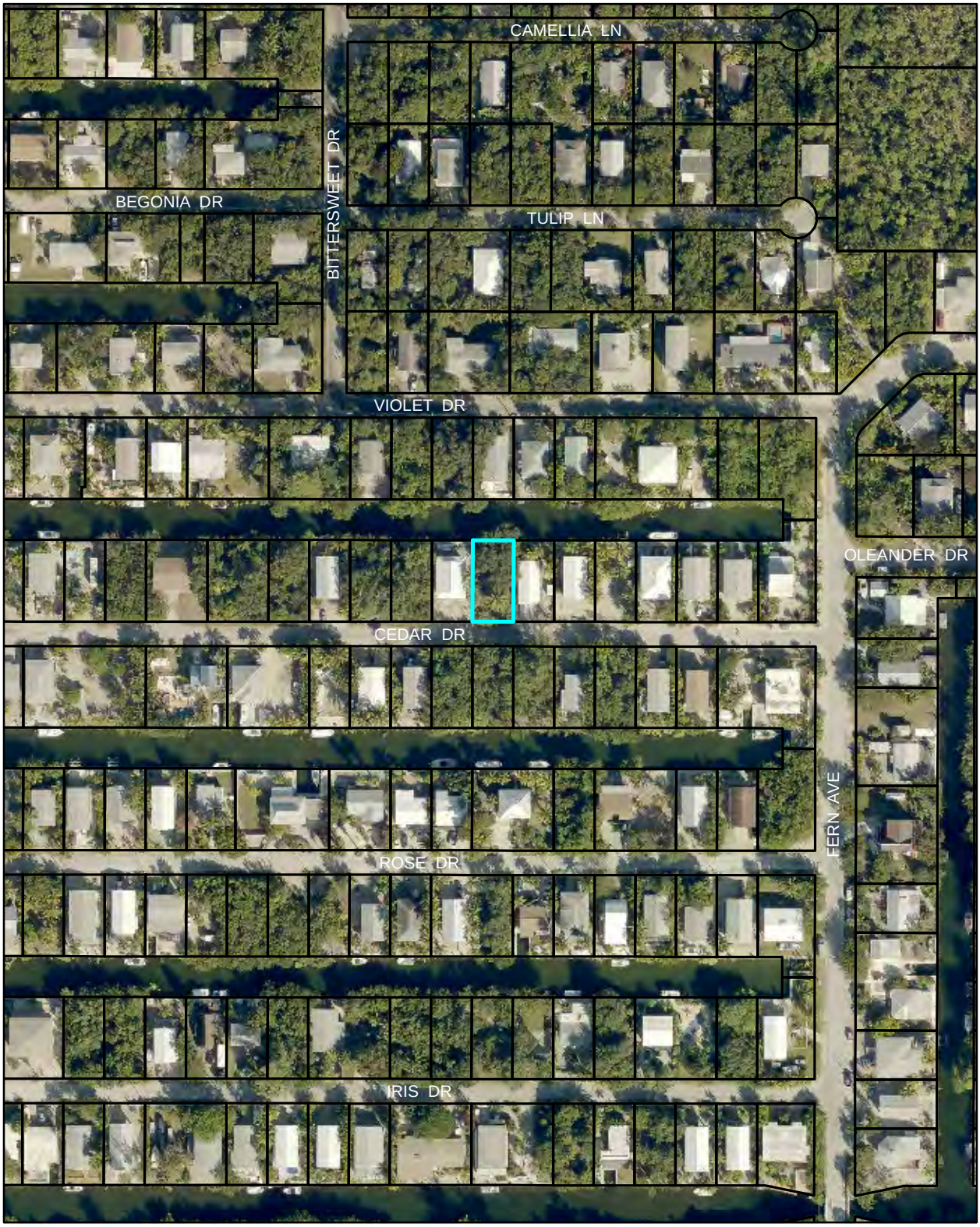
Documentation: Included: _X_ Not Required: ___.

Disposition: _____ Agenda Item ____

PURCHASE CONTRACT
01/20/16

Property	Purchase Price	Survey	Title Fees & Insurance	Attorney Fee	Recording Fee	Total Costs
Block 4, Lot 37 Eden Pines Colony Big Pine Key Seller: Lester G. Schott, Jr.	$25,000.00	N/A	$518.75	$375.00	$35.50	$25,929.25

Aerial Photograph of Subject Property
Block 4, Lot 37, Eden Pines Colony
Big Pine Key



AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, is by and between

Lester G. Schott, Jr.

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 **$25,000.00** 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 4, Lot 37, Eden Pines Colony (PB 4-158)
   RE# 00265860-000000

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 **$25,000.00**. 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:

    5848 Hurricane Creek Road
    Woodbury, TN 37190

    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 **December 13, 2015** 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/ **Lester G. Schott, Jr.**

_____	_____	_____
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 _____, 2015.

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

_____
Mark J. Rosch, Executive Director

LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY

Meeting Date: January 20, 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 - Lot 5, part of Tract A, Ramrod Shores Third Addition, Ramrod Key.

Item Background: This acquisition is proposed to protect property rights and the natural environment.

The subject property consists of a 1.09 acre open water site on Brown Drive on the bay side of Ramrod Key near mile marker 27. The property has a tier designation of Tier 3 – Infill Area, zoning designations of Improved Subdivision and Native Area, and vegetation consisting of mangrove, salt marsh, and buttonwood. 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 most (1.01 acre) of this property will have a 25.1% to 100% probability of being inundated.

The property owner has agreed to sell the property for the price of $12,214. The estimated closing costs for this transaction are listed in the agenda documentation.

Advisory Committee Action: On December 16, 2015 the Committee voted 4/0 to approve purchasing this property for the price of $12,214.

Previous Governing Board Action: The Board has approved the purchase of many conservation properties in the nearby subdivision of Ramrod Shores Marina Section.

Contract/Agreement Changes: N/A

Staff Recommendation: Approval

Total Cost: $ 13,099.50 **Indirect Cost:** $_____ **Budgeted:** Yes _X_ No ___.

Cost to Land Authority: $ 13,099.50 **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
01/20/16

Property	Purchase Price	Survey	Title Fees & Insurance	Attorney Fee	Recording Fee	Total Costs
Lot 5, part of Tract A Ramrod Shores Third Addition Ramrod Key Seller: Carol A. Lewis	$12,214.00	N/A	$475.00	$375.00	$35.50	$13,099.50

Aerial Photograph of Subject Property
Lot 5, Part of Tract A, Ramrod Shores Third Addition
Ramrod Key

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, is by and between

Carol A. Lewis

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 **$12,214.00** 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:

   Lot 5, Part of Tract A, Ramrod Shores Third Addition (PB 6-108) more particularly described in Exhibit A.
   RE# 00209971-004604

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 **$12,214.00**. 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:

    176 Sugarloaf Drive
    Sugarloaf Key, FL 33042

    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 **December 9, 2015** 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/ **Carol A. Lewis**

_____	_____	_____
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 _____, 2015.

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

_____
Mark J. Rosch, Executive Director

EXHIBIT A

Lot 5, A portion of tract A, Ramrod Shores, Third addition, P.B. 6-108 of Monroe County Public Records. Commence at the intersection of the centerline of Brown Drive and the centerline of Mariposa Rd., thence S77°22'45"W for 35.35 feet; thence North 12°37'15" W for 25 feet to an intersection with a line 25.00 ft. Northerly of, as measured at right angles and parallel to said centerline of Brown Dr., thence N 41°14'18" E for 206.23 feet more or less to an intersection of the platted shore line of Niles Bay as shown on a plat of Ramrod Shores third addition. Said intersection being the Point of Beginning of Lot 5; thence S 41°14'18" W for 206.23 ft. more or less to said intersection of the last described parallel line; thence S 77°22'45" W along said parallel line for 259.71 feet; thence N 41°14'18" E for 415.96 feet more or less to an intersection with said platted shore line of Niles Bay thence meander shoreline S 48°45'42"E for 153.17 feet more or less to the point of beginning.

Lot 5 contains 1.09 Acres more or less.

LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 **Department:** Land Authority

Bulk Item: Yes __ No _X_ **Staff Contact / Phone #:** Carol Schreck / 292-3430

Agenda Item Wording: Mayor Carruthers - Approval to appoint Teri Johnston to the Land Authority Advisory Committee.

Item Background: Ms. Johnston is a resident of Key West and will serve as the Key West representative on the Committee. She is co-owner of Affiliated Design and Construction and a former two (2) term Key West City Commissioner.

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 ___.

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 Boards and Committees
Appointment Information

Board or Committee:		**Land Authority Advisory Committee**
Commissioner Appointing Member:		**Heather Carruthers**
Name of Member:		**Teri Johnston**
Address:		**1503 Washington Street** **Key West, FL 33040**
Mailing Address:		**same**
Phone Numbers:	Home:	**305-797-0955**
	Work:	
	Fax:	
	Email:	**terijohnston@att.net**
Date of Appointment:		**01/20/2016**
Reappointment:		**No**
Date Term Expires:		**10/20/2016**
Name of Person Being Replaced:		**Bryan Green**
Fulfilling Term of:		**Bryan Green**

BOARD OF GOVERNORS FIRE AND AMBULANCE DISTRICT 1
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Emergency Services

Bulk Item: Yes ____ No X Staff Contact/Phone # Holly Pfiester 289-6088

AGENDA ITEM WORDING: Election of chairperson and vice-chairperson for the Board of Governors.

ITEM BACKGROUND: Under Ordinance 45-1988, the composition of the Board of Governors (BOG) consists of 2 members designated by the City of Layton, and 3 members designated by the BOCC. In January 2015, the two members appointed by the City of Layton to sit on the BOG were Norm Anderson and Clark Snow, with Kate Scott designated to serve as an alternate. The three Commissioners designated by the BOCC to sit on the BOG were Commissioner Neugent, Commissioner Rice, and Mayor Kolhage.

Per Ordinance 45-1998, a new chairperson of the BOG is chosen each year. The Chairperson and Vice-Chair may be either from the BOCC or the City of Layton. In January 2015, Commissioner Neugent was elected by the BOG to serve as Chairperson and Commissioner Rice was chosen as Vice-Chair

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PREVIOUS RELEVANT BOG ACTION: At its January 2015 meeting, the Board of Governors elected Commissioner Neugent to sit as the Chairperson and Commissioner Rice to sit as the Vice Chair.

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 CB Risk Management MS

DOCUMENTATION: Included _____ Not Required X

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 6/15

BOARD OF GOVERNORS FIRE AND AMBULANCE DISTRICT 1
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Emergency Services

Bulk Item: Yes ____ No X Staff Contact/Phone # Jim Callahan 289-6088

AGENDA ITEM WORDING: Approval 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").

ITEM BACKGROUND: On November 16, 2015, Underwriters Laboratories (UL) conducted the annual testing to Monroe County Fire Rescue apparatus as mandated by NFPA. The 2007 Pierce Ladder Truck did not receive re-certification. The frame and undercarriage was deemed unsafe due to excessive rusting and did not pass inspection. Once repaired, certification will be attained and returned to full service. The purchase is exempt from normal procurement requirement as a sole source purchase under Chapter 7(A) of the Monroe County Purchasing Policy, because there is no other company in South Florida qualified to do this type of repair to the ladder truck. The purchase is also exempt because it is an emergency purchase under Chapter 7(B) of the Purchasing Policy and Section 2-347(k)(1) of the Monroe County Code, because having the ladder truck out of service would constitute an immediate danger to public health or safety; a danger of loss of public or private property requiring immediate governmental action; and/or an interruption in the delivery of an essential governmental service.

PREVIOUS RELEVANT BOG ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $144,746 **INDIRECT COST:** _____ **BUDGETED:** Yes ____ No X

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $144,746 **SOURCE OF FUNDS:** Fund 141 Cost Center 11500-530460

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

APPROVED BY: County Attorney CH OMB/Purchasing MW Risk Management MW

DOCUMENTATION: Included X Not Required ____

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 6/15

Monroe County Fire Rescue

Marathon, FL

Proposal for Refurbishment of:

One (1) – 2007 Pierce Dash 2000 75' Ladder "19539TR"

Date: December 23, 2015 **Quote is good for 90 days**

Prepared by: Alan Boushley

PIERCE MANUFACTURING, INC.

MIDWEST REGIONAL SERVICE CENTER

816 COMMERCIAL AVENUE * WEYAUWEGA, WI 54983 * (920) 867-2142

Pierce Manufacturing, Inc. is pleased to submit to the **Monroe County Fire Rescue** a proposal for the refurbishment of your **2007 Pierce Dash 2000 75' Ladder 19539TR.** The following paragraphs will describe in detail the apparatus additions and modifications proposed.

QUALIFICATIONS

PIERCE MANUFACTURING was incorporated in 1917. Since then we have been building bodies with one philosophy, **"BUILD THE FINEST".** Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 50 years of experience in the fire apparatus market. Our plant is located in Appleton, Wisconsin with over 474,000 total square feet of floor space situated on approximately 93 acres of land. A multi-million dollar inventory of parts is available to keep your unit in service long after it has left the factory.

The Pierce Refurbishment Center has achieved the very same reputation for fire apparatus repair and refurbishing. Located just 30 miles west of Appleton in Weyauwega, Wisconsin, the Pierce Refurbishment Center facility is dedicated exclusively to the refurbishing and repairs of all makes and models of fire apparatus and emergency vehicles. Pierce Manufacturing has produced fire apparatus for over 55 years and has been refurbishing apparatus for more than 35 years.

The 40,000 square foot Refurbishment Center has 16 well-equipped bays staffed by 52 certified, highly skilled mechanics. Fabrication and refinishing is done at the main manufacturing facilities to assure our customers the same fine quality that new Pierce apparatus is famous for.

ISO COMPLIANCE

The manufacturer will operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that will be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance will be included with the bid.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing is a single source apparatus manufacturer. The definition of single source is a manufacturer that designs and manufactures their products using an integrated approach, including the chassis, cab and body being fabricated and assembled on the bidders premises. The warranties relative to the chassis and body design (excluding component warranties such as engine, transmission, axles, pump, etc.) will be from a single source manufacturer and not split between manufacturer (i.e. body and chassis).

WARRANTY

A separate warranty page detailing the warranty coverage will be provided with the proposal.

WELDING REQUIREMENTS

Pierce Manufacturing follows American Welding Society D1.1-96 standards for structural steel welding. All aluminum welding will be done to American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum. Flux core arc welding will use alloy rods, type 7000, American Welding Society standards A5.20-E70T1.

PAYMENT TERMS

Payment is to be made to Pierce Manufacturing, in full, within 30 days after completion and final acceptance.

SHIPPING PRECAUTIONS

The following shipping precautions must be completed before transportation of the fire department's apparatus to Pierce Manufacturing for refurbishment or repair. ***Failure to complete the listed items below may result in additional costs to the fire department.***

1. All water tanks, foam tanks, pumps, all inlets and discharge plumbing, all drains, and any other plumbing are to be completely drained prior to being driven or flat-bedded.

2. Strip down all loose equipment unless arranged with Pierce prior to shipping in order to make the repair process easier and to eliminate the potential for lost equipment while the unit is being refurbished or repaired.

3. All loose or potentially loose items should be taped or strapped to ensure they do not come loose during transit.

INCOMING EMERGENCY PARKING BRAKE TEST

The following inspection will be performed by a qualified Pierce technician to insure this apparatus is safe to drive and perform work on. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

INCOMING BATTERY LOAD TEST

All truck starting system batteries and battery cables will be visually inspected for cracks, acid leaks, corrosion and overall condition. Along with the visual inspection a load test will be performed to verify the batteries cold cranking amps, voltage and shorted cells. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

INCOMING VEHICLE INSPECTION

The following inspections will be performed before the removal of any components and before any disassembly. A detailed inspection report will be forward to the fire department for disposition. **Additional repairs will be open: subject to inspection.**

- **Incoming Electrical inspection**
- **Generator Load test**
- **Incoming Chassis Inspection and Road test**
- **Incoming Pump Test**
- **Incoming Body Inspection**
- **Air Conditioning unit**
- **Aerial Inspection**

Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

SCOPE of WORK

Replace frame rails and frame liners; Repair accident damage.

FRAME and WATER TANK CRADLE CORROSION PUMPER

- Remove the water tank, tank cradle, grating, hosebed dividers and all plumbing attached to and/or through the tank area.
- Disassemble the body components, unstring electrical harness and remove the body from the apparatus.
- Remove the pump house assembly.
- Remove the cab assembly to include all wiring, air lines, and hoses.
- Remove all mounting brackets, power steering, cab lifts, ext.
- Remove front suspension assembly to include suspension and wheels to gain access to frame.
- Remove the front bumper extension.
- Remove front body mounting supports, running board supports, crossmembers.

- Remove the rear axle assembly to include suspension and wheels to gain access to frame and water tank area.

- Remove the fuel tank.

- Remove frame rails and frame liners

- Replace all removed crossmembers, running board supports and body mounting supports. All replaced items are to be E-Coated and painted matching the original job color (Black).

- New chassis air tanks and mounting brackets will be provided from the pump house back.

- Replace the following brake system components and air tank PPV valves.

    - Double check valve
    - Relay valve R-14
    - Relay valve R-12
    - Parking brake valve
    - Rubber hoses to the brake cans

- Replace the fuel tank and stainless steel straps.

- The front and rear axle assembly to include suspensions are to be steam cleaned / corrosion removed and painted matching the original color (Black).

- Reinstall rear axle assembly to include new U-bolts.

- Reinstall front axle assembly to include new U-bolts.

- Reinstall the pump house and all components.

- Reinstall the body and all components.

- Reinstall the cab assembly to include all wiring, air lines, and hoses.

- Reinstall water tank cradle assembly.

- Reinstall body mounting supports.

- Reinstall the grating, hosebed dividers and all plumbing attached to and/or through the tank area.

- Install new universal U-Joints on the drive line

- Check alignment and road test apparatus.

- Check all DOT lighting, emergency warning lights.

FRAME RAIL REPLACEMENT
The Frame Rails will be replaced with two (2) steel channels. The frame shall be stepped down behind the cab for a lower center of gravity and increased vehicle stability. The side rails shall have a 13.38" tall web and shall be constructed of 120,000 psi yield strength heat-treated .38" thick steel, with 3.50" wide flanges.

FRAME LINER REINFORCEMENT, REPLACEMENT
In addition, a full-length mainframe inverted "C-L" liner will be provided.

TIE RODS
Front axle tie rods will be removed and replaced.

LADDER AND TORQUE BOX
Ladder and torque box assembly will be removed/installed. All wiring and hoses will be removed and inspected for wear/deformities.

Stabilizer housing will needle to remove corrosion the bottom side of the housings.

Corrosion will be removed from the extension cylinder, lift cylinders and rear water way mounting bracket.

Areas of corrosion on stabilizer housings, extension/lift cylinders and waterway brackets will be treated with an anti-rust inhibitor, primed and painted matching the original color.

COMPARTMENT LIGHTING
Remove all existing compartment lights and mounting brackets and replace all body compartment lights with AMDOR, LED strip lights.

Opening the compartment door will automatically turn the compartment lighting on.

STEP LIGHTS
Remove and replace all exterior cab and body step lights.

LADDER FLOOD LIGHT
Remove and replace driver side ladder tip Flood light matching the original light.

LADDER SPOT LIGHT
Remove and replace passenger side ladder tip spot light matching the original light.

RUBRAILS
Remove and replace four (4) rubrails. Two (2) rear wall; one (1) driver side rear body; one (1) passenger side rear body.

MONITOR LOGIC BOX
Inspect inside Monitor logic box for corrosion. (Corrosion on outside of logic box)

PUMP
Pump casing is to be separated to inspect impeller and casing for corrosion and deformities.

MUFFLER, TAILPIPE
Remove and replace exhaust muffler, muffler rings, tailpipe and mounting hardware.

TOW HOOKS
Remove and replace the two (2) front chrome tow hooks.

PAINT/SEAL CHASSIS FRAME ASSEMBLE
The following components will be treated with epoxy E-coat protection prior to finish paint:

- Two (2) C-channel frame rails
- Two (2) C-L frame liners
- Two (2) front body mounting supports
- Two (2) running board supports
- Crossmembers

The E-coat process will meet the technical properties shown.

Before the frame rails are finish painted, all areas will be sealed with a 3M 2084 metal sealant after the components are torqued to the frame rails:

- The joint between the main frame and the liner

- The joint between all crossmembers and the frame

- The joint between all spring hangers and the frame.

The chassis frame assembly will be finish painted before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be finish painted are:

- Frame rails
- Frame liners
- Cross members
- Axles

- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Air tanks
- Fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

UNDERCOATING, CAB & BODY

The apparatus will be properly treated by an authorized Ziebart dealer.

The underside of the apparatus will be undercoated with an asphalt petroleum based material, dark in color.

The undercoating material utilized on the apparatus will be formulated to resist corrosion and deaden unwanted sound or road noise.

Coating texture will appear firm, flexible, and resistant to abrasion. Minimum dry film thickness will be in the range of 8.00 to 12.00 mils.

The material will be applied to the following areas:

-Body and cab wheel well fender liners, on the back side only.

-Underside of body and cab sheet metal, and structural components.

-Underside and vertical sides of all sheet metal compartmentation, including support angles.

-Structural support members under running boards, rear platforms, battery boxes, walkways, etc.

-Inside surfaces of the pump heat enclosure. (when installed)

-Suspension mounts.

-Transmission cooler fittings.

TRANSIT COATING

All non-painted metal surfaces on the exterior of the vehicle will be sprayed with a corrosion protective coating provided by Carwell. The coating can be removed with soap and water. The coating is made of a linseed oil base and is biodegradable.

The underside non-painted metal surfaces will also be coated with a corrosion protective coating.

FINALIZATION and DETAILING
Prior to delivery the entire vehicle will be washed to include the interior and exterior
All fluid levels will be checked on topped off if needed.
The vehicle will be fully fueled.
Net $115,535.00 (Includes transportation by Ten-8 driver to and from Wisconsin)

Options

ACCIDENT DAMAGE REPAIR.
Repair accident damage to the following areas:

- Passenger side rear lower bulkhead.
- Driver side rear lower bulk head.
- Passenger side bottom fender panel.
- Driver side fender panel.
- Passenger side crew cab door radius.

Damaged areas will be fully disassembled to ensure proper paint coverage.

PAINT
The following areas will be metal finished; primed; painted and buffed:

- Passenger side rear bulkhead.
- Passenger side P1 lower compartment flange.
- Driver side rear bulkhead.
- Driver side D1 lower compartment flange.
- Driver side fender panel
- Passenger side fender panel
- Passenger side crew cab door.

GRAPHICS
All reflective stripping, Chevron, Emblems will be replaced as needed.
Net $8,865.00

PUMP OVERHAUL WATEROUS

The pump drive unit and drivelines will be removed. The pump body will be split and the impeller assembly will be removed for bench service. The pump sections will be carefully cleaned and inspected for abnormal wear on the stripping edges or other damage. **Any damage to the center case will be identified in writing and forward to the fire department with a parts and labor estimate if replacement is needed.**

An entirely new impeller assembly will be installed, to include new impellers, wear rings, impeller shaft and seals/gaskets. Standard packing is included. The pump body will be

reassembled following the manufacturers tightening sequence and fastener torque specifications. The pump drive unit and driveline will be reinstalled. The driveline and drive unit will be serviced, including oil change in the drive unit and greasing of the U-joints.

The pump will be dynamically tested for leaks and to insure the performance meets the manufacturers flow and pressure standards. The transfer valve, and any indicators, will be checked for correct operation within the manufacturers operating parameters. A Pierce Manufacturing pump certification will be provided when the work is complete.
Net $8,722.00

VALVE OVERHAUL
All discharge, tank fill, tank to pump and auxiliary inlet valves will be removed from the adjacent piping to facilitate cleaning and allow bench rebuilding. The valve seals and ball will be removed and carefully inspected for wear or abnormal operation. New seals and O-rings will be installed per manufacturer's recommendation, including a new ball if required. The valves will be reinstalled and dynamically tested for internal and external leakage.
Net $8,149.00

3rd PARTY PUMP CERTIFICATION
The pump test will be witnessed by a 3rd party testing company, UL an Underwriters Laboratory technician and a certification document will be issued.
Net $ 633.00

AERIAL INSPECTION
Underwriters Laboratories (UL), a third party testing company, will perform an operational test and inspection of the aerial device. The test results will be evaluated and forwarded to the fire department for review. If any defects are found the fire department will be advised immediately. A parts and labor estimate for the repair of the defects will be submitted for approval prior to proceeding with any additional work.
Net $2,842.00

11/15/15

Monroe County Fire Rescue
Mr. Michael Elias
490 63Rd St. Ocean
Marathon, FL 33050

Our Reference: File: FS481360; Project: 15FES15136

Subject: Aerial Examination; 2007 Pierce Mfg. Inc. 75 ft. Aluminum Aerial Ladder, Client Vehicle No. - Ladder 9

Dear Mr. Michael Elias:

The examinations and tests of the subject aerial device covered under our Reference No. 15FES15136 were conducted on 11/15/15. The test program was conducted in accordance with the applicable provisions of Chapter 19 of the National Fire Protection Association (NFPA) Standard No. 1911, "Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus," current Edition.

The enclosed Report outlines the tests conducted, the methods used, and the results of such tests. The Conclusion Page of the Report summarizes the areas of noncompliance and explains the repairs that need to be made to the subject aerial device.

During the inspection we were unable to conduct the load test, water system tests, and several additional test due to other issues including Delamanation corrosion on main frame. These tests will need to be conducted by UL in order to meet the inspection requirements of the Chapter 19 of NFPA 1911.

Since a reinspection is required, please contact UL customer service at 877-854-3577, prompt 2, to arrange a mutually convenient time for the reinspection.

If you should have any questions or comments concerning this investigation, please do not hesitate to contact the undersigned.

Very Truly Yours,

Jeff Yarbrough

Jeff Yarbrough
Fire Equipment Services
Phone No. (877)UL-HELPS (Option 2)

FIRE EQUIPMENT SERVICES

Project 15FES15136

File FS481360

11/15/15

REPORT

On

Aluminum Aerial Ladder

Monroe County Fire Rescue
Marathon, FL 33050

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PRODUCT COVERED:

Client - Monroe County Fire Rescue

Telephone - 305-289-6047

Address - 490 63Rd St. Ocean

City - Marathon

State - FL

Zip - 33050

Client Vehicle No. - Ladder 9

Test Date - 11/15/15

Inspection Type - Annual

Unit Mfr. - Pierce Mfg. Inc.

Model - 75HAL; Serial No. - 19539

Year - 2007

Chassis Manufacturer - Pierce Mfg. Inc.

Vehicle Identification No. (VIN) - 4P1CD01H47A007860

Aerial Manufacturer - Pierce Mfg. Inc.

Refurbished - No

Ladder Type and Material - Aluminum Aerial Ladder

Maximum Recommended Extended Length - 75 ft.

No. of Sections - 3

Mileage - 20,710

Engine Hours - 2149.7

Examination and Tests by - Jeff Yarbrough

PURPOSE AND SCOPE:

The sole purpose of this examination and test is to determine that the aerial device identified in the Agreement conforms to the applicable provisions of Chapter 19 of the National Fire Protection Association (NFPA) Standard No. 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus, current Edition.

RESULTS:

A detailed Report containing results of examination and tests required by Chapter 19 of NFPA 1911 follows. Test methods are outlined in Chapter 19 of NFPA Standard 1911 and the UL Fire Department Aerial Device Examination and Test Specifications.

Results of each test are to be considered in compliance with the Standard unless comment is made to the contrary. A summary of noncompliant results is provided in the conclusion of this Report.

LIMITATION OF LIABILITY:

By the issuance and receipt of this report, the Client agrees that UL in performing its inspection does not undertake to discharge any responsibility of the Client to any other party. UL makes no representations or warranties of any kind, express or implied, with respect to its services. UL's findings represent its judgment given with due consideration to the necessary limitations of practical operation and the Client agrees that UL does not warrant or guarantee that its findings will be recognized or accepted. The Client agrees that UL is not an insurer and assumes no liability which might result directly or indirectly from the inspection of the aerial device, failure of the aerial device, or that the aerial device will in all cases operate as intended except to the extent such liability results from the sole negligence of UL in examining and testing the aerial device identified in this report.

T E S T R E C O R D N O. 1

Turntable Examination and Test

UPPER ROTATION BEARING MOUNTING BOLTS:

Upper bearing bolts were identified by the UL Field representative as 3.4 in., Grade 8, with a torque specification of 380 ft-lb.

Number of bolt(s) less than the specified torque: None

Number of bolt(s) inaccessible to torque verification: Two

All bolts were present.

TORQUE BOX MOUNTING TO FRAME:

Torque box to frame mounting bolts were identified by the UL Field Representative as 7/8 in., Grade 8, with a torque specification of 576 ft-lb.

Number of bolt(s) less than the specified torque: None

Number of bolt(s) inaccessible to torque verification: Four

All bolts were present.

Inspection of the torque box to frame mounting plate weldments was conducted. No defects were found.

TORQUE BOX:

Inspection of all accessible torque box structural weldments was conducted. No defects were found.

No delaminating corrosion was found.

ROTATION GEAR REDUCTION BOX MOUNTING:

Rotation gear reduction box mounting bolts were identified by the UL Field Representative as 3/4 in., Grade 8, with a torque specification of 357 ft-lb.

Number of bolt(s) inaccessible to torque verification: All

All bolts were present.

Inspection of the rotation gear reduction box mounting weldments was conducted. No defects were found.

TURNTABLE STRUCTURAL COMPONENTS:

Inspection of the turntable structural weldments was conducted. No defects were found.

ROTATION HYDRAULIC SWIVEL:

No hydraulic fluid leakage was detected.

The rotation hydraulic swivel was securely mounted.

HYDRAULIC LINES AND HOSES IN CHASSIS AND TORQUE BOX:

All hydraulic lines, valves, fittings and other components were undamaged.

All hydraulic lines exhibited no signs of hydraulic fluid leakage.

HYDRAULIC LINES AND HOSES IN TURNTABLE:

All hydraulic lines, valves, fittings and other components were undamaged.

All hydraulic lines exhibited no signs of hydraulic fluid leakage.

POWER TAKEOFF:

The power takeoff showed no signs of external hydraulic fluid leakage.

The power take off engaged properly.

HYDRAULIC PUMP:

The hydraulic pump showed no signs of external hydraulic fluid leakage.

ELEVATION CYLINDER(S):

The elevation cylinder rod(s) were undamaged.

The rod to barrel seals did not leak hydraulic fluid.

The elevation cylinder(s) was/were then subjected to a drift test. The aerial was properly leveled, elevated to 60°, fully extended, and the fly locks, if any, engaged. The hydraulic cylinder lock valve, if any, was closed tightly and dial indicators attached to the cylinder rods. The aerial was allowed to stand with the motor shut off for 1 hr. Any cylinder drift can be determined by reading the dial indicator.

The left elevation cylinder drift was recorded at 0.045 in. in 1 hour.

The right elevation cylinder drift was recorded at 0.044 in. in 1 hour.

HOLDING VALVES ON ELEVATION CYLINDER(S):

The holding valves on all cylinders showed no signs of external hydraulic fluid leakage.

EXTENSION CYLINDER ANCHOR EARS AND PLATES:

Inspection of the extension cylinder anchor ear mounting plate weldments was conducted. No defects were found.

EXTENSION CYLINDER(S):

The extension cylinders were then subjected to a drift test. The aerial device was properly leveled, fully elevated and extended 10 ft. The second section was marked and the device was allowed to stand for 1 hr. Cylinder drift was then determined by observing second section movement in relation to the base section.

The left extension cylinder drift was recorded at 0.000 in. in 1 hour.

The right extension cylinder drift was recorded at 0.000 in. in 1 hour.

UNIT MAIN FRAME:

Inspection of the unit main frame weldments was conducted. The following defects were found. These results are noncompliant.

Delaminating corrosion various sections throughout the frame. Several measurments were taken of the frame rail at various locations of the corrosion. The single section of the frame rail was measured to be roughly 0.410", at the worst point above the exhaust on the passenger side frame rail the frame was measured at about 0.189". This shows that the frame rail has rusted through over half of its original thickness. This main section of rust ran longitudinally the length of the frame rail roughly 18" long. On this same section on the inside of the frame channel delamination corrosion was found roughly 75% of the height of the frame and about 9 inches wide at the widest point. The rust runs along both sides of the lower flange of the frame rail varying in severity. The frame cross member above the rear axle is also showing signs of severe delamination corrosion also. In the attached pictures it will show two long pieces of rust that were pulled from this cross member. They ran the entire width of the cross member and measured at roughly 0.450" thick.

UNIT MAIN FRAME SUSPENSION:

Inspection of the unit main frame suspension weldments was conducted. No defects were found.

Stabilizer Examination and Test

STABILIZER STRUCTURAL COMPONENTS:

Inspection of the stabilizer structural component weldments was conducted. No defects were found.

STABILIZER PLATES:

Stabilizer plates were present and of proper construction.

STABILIZER MOUNTING TO TORQUE BOX:

Inspection of the stabilizer mounting to torque box weldments was conducted. No defects were found.

HYDRAULIC LINES AND HOSES IN STABILIZER SYSTEM:

All hydraulic lines were undamaged.

All hydraulic lines exhibited no signs of external hydraulic fluid leakage.

STABILIZER EXTENSION CYLINDER:

The stabilizer extension cylinder rods were undamaged.

The rod to barrel seals did not leak hydraulic fluid.

The extension cylinders were then tested for drift by setting the stabilizers and attaching dial indicators to the stabilizers. The unit was then allowed to stand for 1 hr. with the motor shut off. Cylinder drift was then detected by reading the dial indicator.

The stabilizer cylinder drift was recorded in inches per hour at:

Left Rear	0.014	Right Rear	0.019

HOLDING VALVES ON EXTENSION CYLINDERS:

The holding valves on the extension cylinders exhibited no signs of external hydraulic fluid leakage.

DIVERTER VALVE:

The diverter valve exhibited no signs of external hydraulic fluid leakage.

Aerial Ladder Examination and Test

LADDER CRADLE:

The ladder cradle was properly aligned.

The cradle pad was undamaged.

Inspection of the ladder cradle weldments was conducted. No defects were found.

The ladder cradle bolts were identified by the UL Field Representative as 3/4 in., Grade 8, with a torque specification of 357 ft-lb.

Number of bolt(s) less than the specified torque: None

Number of bolt(s) inaccessible to torque verification: None

All bolts were present.

C O N C L U S I O N

The aerial device covered by this Report has been evaluated for compliance with the applicable provisions of Standard NFPA 1911, current Edition. Issuance of a UL Certificate of Inspection for Aerial Devices is contingent upon correction in accordance with the manufacturer's recommendations of those items found not to be in accordance with the Standard and meeting the requirements of all test work not yet completed, if any.

Specifically, Certification of the subject aerial device is contingent upon:

Repair of the unit main frame defects.

Delaminating corrosion various sections throughout the frame. Several measurments were taken of the frame rail at various locations of the corrosion. The single section of the frame rail was measured to be roughly 0.410", at the worst point above the exhaust on the passenger side frame rail the frame was measured at about 0.189". This shows that the frame rail has rusted through over half of its original thickness. This main section of rust ran longitudinally the length of the frame rail roughly 18" long. On this same section on the inside of the frame channel delamination corrosion was found roughly 75% of the height of the frame and about 9 inches wide at the widest point. The rust runs along both sides of the lower flange of the frame rail varying in severity. The frame cross member above the rear axle is also showing signs of severe delamination corrosion also. In the attached pictures it will show two long pieces of rust that were pulled from this cross member. They ran the entire width of the cross member and measured at roughly 0.450" thick. Recommend contacting Peirce Manufacturing to discuss repair or replacement options.

Comments / Observations for Informational Purposes Only:

For details, such as bolt torque, specific weldments requiring repair, and other problem areas, see the Report text.

Very Truly Yours,

Jeff Yarbrough

Fire Equipment Services
Phone No. (877)UL-HELPS (Option 2)

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016

Bulk Item: Yes ☒ No ☐ **Department:** Building

Staff Contact Person: Rick Griffin, Sr. Director / Building Official **Phone:** 305.289.2500

AGENDA ITEM WORDING:
Approval of 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 BACKGROUND:
The current Licensing Coordinator will be resigning. Personnel policies allow up to a 30 day overlap for replacements and require BOCC approval for any new position establishment. With BOCC approval, a new Customer Service Representative position will be established in lieu of replacing a Coordinator Licensing position (recruitment expected January 1, 2016 with overlap of the retiring employee). Upon the current employee's resignation, the newly created overlap position will be abolished. A longer overlap period will allow sufficient time for training and familiarization of required duties and establishment of working relationships with other departments and agencies with whom he/she will be required to work. Additional cost of the additional FTE for 6 months in FY15-16 is estimated to be $34,268. There is adequate funding in the budget, due to vacancy savings as we are recruitment two other positions.

Following the Licensing Coordinator position's resignation, the new 6 month FTE position would be eliminated and the Licensing Coordinator position would continue under the Building Department, Marathon Office (GMBLG-034).

PREVIOUS RELEVANT BOCC ACTION:
N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: **$34,268** **INDIRECT COST:** **$** **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 #:**

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Planning & Environmental Resources

Bulk Item: Yes __X__ No_____ Staff Contact /Phone#: Mitzi Crystal/2523

AGENDA ITEM WORDING: 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.

ITEM BACKGROUND:
Monroe County entered into a Contract for Professional Services with URS March 16, 2011. The contract allows for two, one-year extensions. A one-year extension was approved by the BOCC, which is set to expire March 15, 2016. This request for extension will allow for continued review of development applications, assistance with general transportation planning tasks and the completion of various planning studies. This is the final time extension allowed under the original contract.

PREVIOUS RELEVANT BOCC ACTION:
March 6, 2011- Approval of a 4-year continuing service contract with options to review on an annual basis for two additional years.
January 21, 2015- Approval of one-year time extension. Contract set to expire March 15, 2016.

CONTRACT/AGREEMENT CHANGES:
Final one-year contract extension, which will expire March 15, 2017.

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: 0 **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: 0 **SOURCE OF FUNDS:** JPA AQN 53 Grant

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

APPROVED BY: County Attorney 12/29 OMB/Purchasing MW Risk Management MF

DOCUMENTATION: Included __X__ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: URS Corp Southern Contract # Continuing Services

Effective Date: 03/15/11

Expiration Date: 03/15/16

Contract Purpose/Description:

Final one year time extension for the Transportation Planning Continuing Services Contract. This would extend the current contract through 03/15/2017.

Contract Manager: Mitzi Crystal (Name) 2523 (Ext.) Planning/Stop #11 (Department/Stop #)

for BOCC meeting on 1/20/16 Agenda Deadline: 01/05/16

CONTRACT COSTS

Total Dollar Value of Contract: $ Current Year Portion: $

Budgeted? Yes☒ No☐ Account Codes: _____-50519-GW1201

Grant: $ JPA AQN 53 _____-_____-_____-_____-_____

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

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $0/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	12/28/15	Yes☐ No☑		12/28/15
Risk Management	1-8-16	Yes☐ No☑		1-8-16
O.M.B./Purchasing	1/8/16	Yes☐ No☑		1/8/16
County Attorney	12/29/15	Yes☐ No☑		12/29/15

Comments: Already requested

OMB Form Revised 2/27/01 MCP #2

2nd Amendment to Contract for Professional Services between Owner and Engineer Extension of the Continuing Contract For Transportation Planning Services

The second amendment to Contract (herein, after "Amendment") between Owner and Engineer for the Continuing Contract for Professional Services ("Contract") entered into between Monroe County ("Owner" or "County") and URS Corporation Southern is made and entered into this 4th day of December, 2015, in order to amend the contract as follows:

Witnesseth

WHEREAS, on March 16, 2011, the parties entered into a continuing contract for Professional Services, pursuant to Florida Statute 287.055(2)(g) where services are to be rendered for projects in which the estimated construction costs of each individual project under the contract does not exceed Two Million Dollars ($2,000,000.00), or for a study activity if the fee for Professional Services for each individual study under the contract does not exceed Two Hundred Thousand Dollars ($200,000.00); and

WHEREAS, the continuing contract indicates that a separate task order shall be issued to the Engineer by the Owner, and the specific task orders will be determined by the Owner and agreed to by the Engineer and will contain a specific scope of work, time schedule, charges and payment conditions, and additional terms and conditions applicable to that specific task order; and

WHEREAS, the Continuing Contract was issued for a period of four years, with options for the Owner to renew on an annual basis for two additional years; and

WHEREAS, the requirement to perform an annual US 1 Arterial Travel Time and Delay Study has changed to a biennial reporting cycle, with the next scheduled study to be initiated in February 2017; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated, herein, and for other good and valuable consideration, the sufficiency of which hereby acknowledged, the Owner and the Engineer agree as follows:

1) The Continuing Contract for Professional Services dated March 16, 2011 and terminating on March 15, 2015 shall be renewed for the second of two one-year periods. The new termination date will be March 15, 2017.

2) Article II, 2.1. Task 1 – Annual US 1 Arterial Travel Time and Delay Study was revised to "Biennial US 1 Travel Time and Delay Study" under Amendment 1. The next study is scheduled to begin in February 2017.

3) Hourly fees under this amendment shall remain at the 2014/15 billing rate as stated in Exhibit A of the original contract.

4) In all other respects, the original Continuing Contract dated March 16, 2011 remains unchanged.

IN WITNESS WHEREOF, each party caused this Agreement to be executed by its duly authorized representative on the day and year first written above.

(SEAL)
Attest: Amy Heavilin, CPA, Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By:_____
Deputy Clerk

By:_____
Mayor/Chairman

Date:_____

(Seal)
Attest:

CONSULTANT

By: Lisa Pollock

By:

Title: Administrative

Title: VICE PRESIDENT

LISA POLLOCK
Notary Public - State of Florida
My Comm. Expires Mar 4, 2016
Commission # EE 175461
Bonded Through National Notary Assn.

END OF AGREEMENT

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 12/29/15

1st Amendment to Contract for Professional Services between Owner and Engineer Extension of the Continuing Contract For Transportation Planning Services

The first amendment to Contract (herein, after "Amendment") between Owner and Engineer for the Continuing Contract for Professional Services ("Contract") entered into between Monroe County ("Owner" or "County") and URS Corporation Southern is made and entered into this 21st day of January, 2014, in order to amend the contract as follows:

Witnesseth

WHEREAS, on March 16, 2011, the parties entered into a continuing contract for Professional Services, pursuant to Florida Statute 287.055(2)(g) where services are to be rendered for projects in which the estimated construction costs of each individual project under the contract does not exceed Two Million Dollars ($2,000,000.00), or for a study activity if the fee for Professional Services for each individual study under the contract does not exceed Two Hundred Thousand Dollars ($200,000.00); and

WHEREAS, the continuing contract indicates that a separate task order shall be issued to the Engineer by the Owner, and the specific task orders will be determined by the Owner and agreed to by the Engineer and will contain a specific scope of work, time schedule, charges and payment conditions, and additional terms and conditions applicable to that specific task order; and

WHEREAS, the Continuing Contract was issued for a period of four years, with options for the Owner to renew on an annual basis for two additional years; and

WHEREAS, the requirement to perform an annual US 1 Arterial Travel Time and Delay Study has changed to a biennial reporting cycle, with the next scheduled study to be initiated in February 2015; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated, herein, and for other good and valuable consideration, the sufficiency of which hereby acknowledged, the Owner and the Engineer agree as follows:

1) The Continuing Contract for Professional Services dated March 16, 2011 and terminating on March 15, 2015 shall be renewed for the first of two one-year periods. The new termination date will be March 15, 2016.

2) Article II, 2.1. Task 1 – Annual US 1 Arterial Travel Time and Delay Study shall be revised to "Biennial US 1 Travel Time and Delay Study". The next study is scheduled to begin in February 2015.

3) Hourly fees under this amendment shall remain at the 2014/15 billing rate as stated in Exhibit A of the original contract.

4) In all other respects, the original Continuing Contract dated March 16, 2011 remains unchanged.

IN WITNESS WHEREOF, each party caused this Agreement to be executed by its duly authorized representative on the day and year first written above.

(SEAL)
Attest: Amy Heavilin, CPA, Clerk

By: Lindsay Ballard
Deputy Clerk

Date: January 21st, 2015

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: D. P. Kolhage
Mayor/Chairman

(Seal)
Attest:

BY: _____

Title: _____

CONSULTANT

By: Luis Costa

Title: LUIS COSTA / VICE PRESIDENT

END OF AGREEMENT

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Lambert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 12/2/14

CONTRACT FOR
PROFESSIONAL SERVICES
BETWEEN OWNER AND ENGINEER

THIS CONTRACT FOR PROFESSIONAL SERVICES BETWEEN OWNER AND ENGINEER (the "Contract" or "Agreement") is made and entered into by Monroe County ("Owner" or "County"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, its successors and assigns through the Monroe County Board Of County Commissioners ("BOCC"), and **URS Corporation Southern**, a California corporation ("Engineer"), whose address is 3343 W. Commercial Boulevard, Suite 100, Fort Lauderdale, FL 33309, its successors and assigns on the 16 day of February, 2011.

This contract is issued as a continuing contract pursuant to Florida Statute 287.055(2) (g). The professional services required by this Contract are to be rendered for projects in which the estimated construction costs of each individual project under the contract does not exceed Two Million Dollars ($2,000,000.00), or for study activity if the fee for professional services for each individual study under the contract does not exceed Two Hundred Thousand Dollars ($200,000.00).

The parties shall enter into a separate task order for each study awarded to the Engineer by the Owner. The specific services to be performed under these separate task orders will be determined by the Owner and agreed to by the Engineer. Each separate task order will contain specific scope of work, time schedule, charges and payment conditions, and additional terms and conditions applicable to that specific task order.

The professional services required by this contract will be for services in the form of a continuing contract, commencing on the effective date of this contract and ending four years thereafter, with options for Owner to renew on an annual basis for two additional years.

The terms and conditions of this Contract shall apply to any task order or separate contract, if required, unless expressly modified in the provisions of the separate contract. Where the terms of this Contract differ from the terms of the separate contract, the terms of the separate contract shall take precedence. The separate contract will contain its specific scope of work and it is anticipated by this Contract that the scope of work in the separate contract will be in addition to the scope of work outlined in this Contract

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which hereby acknowledged, the Owner and the Engineer agree:

FORM OF AGREEMENT

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Contract, Engineer makes the following express representations and warranties to the Owner:

1.1.1 The Engineer is a professional qualified to act as the Engineer for the assignment and is licensed to practice Engineerure/Engineering by all public entities having jurisdiction over the Engineer and the assignment;

1.1.2 The Engineer shall maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the assignment until the Engineer's duties hereunder have been fully satisfied;

1.1.3 The Engineer shall prepare all documents that may be developed under this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be in conformity and comply with all applicable law, codes and regulations. The Engineer warrants that any documents prepared as a part of this Contract will be adequate and sufficient to accomplish the purposes of the task order, therefore, eliminating any additional construction cost due to missing or incorrect design elements in the contract documents;

1.1.4 The Engineer assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ as Engineer of Record.

1.1.5 The Engineer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Engineer shall submit, for the Owner's and Monroe County Growth Management Division's information, a schedule for the performance of the Engineer's services which may be adjusted as task order proceeds if approved by the Owner, and shall include allowances for periods of time required for the Owner's and Monroe County Growth Management Division's review, and for approval of submission by authorities having jurisdiction over the task order. Time limits established by this schedule and approved by the Owner may not be exceeded by the Engineer except for delay caused by events not within the control of the Engineer or foreseeable by him.

1.1.6 In providing all services pursuant to this agreement, the Engineer shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating 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 COUNTY to terminate this agreement immediately upon delivery of written notice of termination to the Engineer.

ARTICLE II

SCOPE OF ENGINEER'S BASIC SERVICE

2.1 DEFINITION

Engineer's Basic Services consist of:

Task 1 – Annual US 1 Arterial Travel Time and Delay Studies

1. Purpose

The travel time studies will be used to monitor the level of service on US 1 based on Monroe County Comprehensive Plan Policies and Land Development Codes for concurrency management purposes pursuant to Chapter 163, Florida Statutes. The studies will be conducted in accordance with the methodology that was developed by the US 1 LOS Task Force and approved by the County, the Florida Department of Transportation, and the Florida Department of Community Affairs.

2. Minimum Activities to Complete Study

A. Using the floating car method, the County will record travel time, speed, and delay data for:
   a. Each of the 24 segments of US 1 from Florida City to Stock Island, and
   b. The length of US 1 from Miami-Dade County line to Cow Key Channel.

B. The data will be recorded by date, day of week, time of day, and direction.

C. The study will be conducted over 14 days within the six week period from February 15 to March 31. The study will consist of 14 round trip runs, sampling each day of the week twice.

D. The study schedule will be coordinated with seven day, 24 hour traffic counts to be conducted by FDOT in Islamorada, Marathon, and Big Pine Key.

E. The study will employ the staggered schedule of departure times previously approved by the Task Force so as to record peak hour conditions in as many different locations as possible.

F. The study results will be summarized in a report format including a series of tables and graphs. A statistical analysis of the mean, median, standard deviation, and range of speeds for each segment and for the overall distance will be provided. Excess roadway capacity and deficiencies in capacity will be reported.

Task 2: General Transportation Planning Assistance

1. Purpose

The purpose of this task is to provide assistance to the Monroe County Growth Management Division staff for the purpose of maintaining and updating the Long Range Transportation Plan, to ensure that transportation concurrency requirements are met by public and private development, and other tasks necessary to maintain a high level of coordination between land use planning and transportation planning activities in the Florida Keys. This task will provide assistance for general transportation planning and analysis activities, including data collection and technical support.

2. Activities

The transportation planning consultant will provide assistance to Monroe County Growth Management Division in the following areas:

a) Review of private development site plans for internal traffic flows and access;
b) Preparation of traffic impact reports;
c) Review of access management issues;
d) Development of access management plans;
e) Origin-destination studies;
f) Attendance at appropriate public meetings and hearings;
g) Trip generation rates for land uses;
h) Provision of review comments on relevant transportation documents prepared by other agencies;
i) Review of transportation element of reports and plans prepared by County staff in support of the comprehensive plan amendments;
j) Systems planning analysis (including running the FSUTMS model or other transportation planning models deemed as appropriate by Client and Consultant;
k) Reevaluation of the level of service methodology for US 1; and
l) Special transportation projects to implement the comprehensive plan.

ARTICLE III
ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article III are not included in Basic Services. They shall be paid for by the Owner as provided in this agreement as an addition to the compensation paid for the Basic Services but only if approved by the Owner before commencement, and as follows:

A. Providing services of Engineer for other than the previously listed consulting scope of Project provided as a part of Basic Services.

B. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted consulting practice.

C. Providing representation before public bodies in connection with the task order, upon approval by the Owner.

3.2 If Additional Services are required, such as those listed above, the Owner shall issue a letter requesting and describing the requested services to the Engineer. The Engineer shall respond with a fee proposal to perform the requested services. Only after receiving a task order and a notice to proceed from the Owner shall the Engineer proceed with the Additional Services.

ARTICLE IV
OWNER'S RESPONSIBILITIES

4.1 The Owner shall designate Monroe County Growth Management Division Director (Director) or designee to act on the Owner's behalf with respects to the task orders. The Owner or Director shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services. However, the parties acknowledge that due to Monroe County Policy, Ordinances or State or Federal Statute there may be times when a decision must be made by the BOCC, in which case any delay shall not be attributed to Monroe County or its representative.

4.2 The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Engineer's services and work of the contractors.

4.3 The Owner's review of any documents prepared by the Engineer or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's criteria, as and if, modified. No review of such documents shall relieve the Engineer of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS

5.1 Pursuant to Section 725.08 of the Florida Statutes, the Consultant shall indemnify and hold harmless the Owner, its employees and officers, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.

5.2 In the event the completion of the task assignment is delayed or suspended as a result of the Engineer's failure to purchase or maintain the required insurance, the Engineer shall indemnify County from any and all increased expenses resulting from such delays. Should any claims be asserted against County by virtue of any deficiencies or ambiguity in the plans and specifications provide by the Engineer the Engineer agrees and warrants that Engineer 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.

5.3 The extent of liability is in no way limited to, reduced or lessened by the insurance requirements contained elsewhere within the Agreement.

5.4 This indemnification shall survive the expiration or early termination of the Agreement.

ARTICLE VI

6.1 PERSONNEL

The Engineer shall assign only qualified personnel to perform any service concerning the project.

ARTICLE VII

7.1 COMPENSATION AND PAYMENT

Compensation shall be made according to the rates on Exhibit A. Payment shall be made according to the Florida Local Government Prompt Payment Act. Claims for payment are deemed received upon receipt by the Clerk of Court for payment. All invoices shall be detailed enough to show the task performed, the services rendered, and the amount due with all appropriate documentation indicating personnel and hours worked.

7.2 REIMBURSABLE EXPENSES

Reimbursable expenses (travel, meals, mileage, or other expenses) are not allowed as part of this contract.

7.3 BUDGET

7.3.1 The Engineer 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 Agreement 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.

7.3.2 If funding cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified in this Contract or in the separate contracts for individual projects, the agreement may be terminated immediately at the option of the County by written notice of termination delivered to the Engineer. The County shall not be obligated to pay for any services provided by the Engineer after the Engineer has received written notice of termination, unless otherwise required by law.

7.3.3 The County does not guarantee Engineer any specific amount of work under this agreement. The parties shall enter into a task order for each assignment awarded to the Engineer by the County. The specific services to be performed under these separate task orders will be determined by the County and agreed to by the Engineer. Each separate task order will contain specific scope of work, time schedule, charges and payment conditions, and additional terms and conditions applicable to that specific contract.

7.3.4 Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the transportation funding agency, the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

ARTICLE VIII

8.1 APPLICABLE LAW

This contract is governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and performed entirely in the State. Venue for any mediation, dispute conferences or litigation arising under this contract must be in Monroe County, Florida. The Parties waive their rights to a trial by jury.

ARTICLE IX

9.1 SUCCESSORS AND ASSIGNS

The Engineer shall not assign its right hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

ARTICLE X

NO THIRD PARTY BENEFICIARIES AND INDEPENDENT CONTRACTOR RELATIONSHIP

10.1 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, between the parties which creates or gives rise to any rights in favor of, any third party.

10.2 INDEPENDENT CONTRACTOR RELATIONSHIP

The Engineer is and shall be an independent contractor in the performance of all work, services, and activities under this Agreement and is not an employee, agent or servant of the County. The Engineer shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Engineer's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Engineer does not have the power or authority to bind the County in any promise, agreement or representation other than such power and authority that is specifically provided for in this Agreement.

ARTICLE XI

11.1 INSURANCE

11.1.1 The Engineer shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. Professional Liability Insurance shall also be maintained as specified. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Engineer's failure to purchase or maintain the required insurance, the Engineer shall indemnify the County from any and all increased expenses resulting from such delay.

11.1.2 The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to do business in the State of Florida and that has an agent for service of process within the State of Florida. The insurance certificate shall contain an endorsement providing thirty (30) days notice to the County prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County.

11.1.3 Engineer shall obtain and maintain the following policies:

A. Workers' Compensation insurance as required by the State of Florida.

B. Employers Liability Insurance with limits of $100,000 per Accident, $500,000 Disease, policy limits, $100,000 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 Three Hundred Thousand Dollars ($300,000.00) combined single limit and Three Hundred Thousand Dollars ($300,000.00) annual aggregate.

D. Commercial general 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 Engineer or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with Five Hundred Thousand Dollars ($500,000.00) per occurrence and annual aggregate.

E. Professional liability insurance of Five Hundred Thousand Dollars ($500,000.00) per claim and One Million Dollars ($1,000,000.00) annual aggregate. If the policy is a "claims made" policy, Engineer 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 Engineer's liabilities hereunder in insurance coverage identified in Paragraphs C and D.

G. Engineer shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of Engineer if so required by County during the term of this Agreement. County will not pay for increased limits of insurance for subconsultants.

H. Engineer shall provide to the County certificates of insurance including those showing the County as a named insured as required above. County reserves the right to require a certified copy of such policies upon request.

ARTICLE XII
TERMINATION

12.1 Either party hereto may terminate this contract prior to expiration upon giving seven (7) days written notice to the other in the event that such other party negligently or for any reason substantially fails to perform its material obligations set forth herein. No termination expenses shall be paid by the Owner after the date of notice of termination.

12.2 The Owner may terminate this Contract without cause by giving the other party fifteen (15) days written notice of its intention to do so. Termination expenses shall include expenses available under the contract through the date on the notice of termination and shall not include any additional services required in order to stop performance of services, unless agreed to in writing by the County and subject to audit for the purpose of verification.

ARTICLE XIII
ENTIRE AGREEMENT

13.1 This contract constitutes of the form of agreement, the exhibits that are attached and made a part of the contract, the response document, and the documents referred to in the form of agreement as a part of this contract. In the event any conflict between any of those contract documents, the one imposing the greater burden on the Engineer will control.

13.2 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 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 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE XIV
DISPUTE RESOLUTION

14.1 County and Engineer agree that all disputes and disagreements shall first 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 submitted to mediation before a mediator mutually agreed to by the parties. The cost of mediation shall be shared equally. The parties agree that mediation is a condition precedent to the institution of legal or equitable proceedings by either party. Request for mediation shall be in writing and sent to the other party. The parties shall agree on a mediator to hear the dispute.

14.2 Mediation shall be held in Monroe County, Florida in a location in Key West; the location may be moved only by mutual agreement of the parties.

14.3 Agreements reached in mediation shall be reduced to writing and signed by the representative of each party; however agreements must be approved by the Board of County Commissioners to be enforceable. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction in Monroe County.

14.4 Nothing in this Agreement shall be construed to interfere with a subsequent order from any court of competent jurisdiction ordering the parties to enter into mediation after institution of legal or equitable proceedings.

14.5 Arbitration is specifically rejected by the parties as a method of settling disputes which arise under this agreement; neither of the parties shall be compelled by the other to arbitrate a dispute which may arise under this Agreement.

ARTICLE XV
Additional Requirements

15.1 The following items are part of this contract:

a) Engineer 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 Engineer pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Engineer shall repay the monies together with interest calculated pursuant to F.S. Sec. 55.03, running from the date the monies were paid to County.

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 Engineer agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The Parties waive their rights to a trial by jury. The County and Engineer 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 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 Engineer 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 Engineer 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, each party shall pay its own attorneys' fees and costs.

e) Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Engineer 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. Engineer 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 Engineer agree that all disputes and disagreements shall be attempted to be resolved under Section XIV of this agreement. If no resolution can be agreed upon within 30 days after mediation, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

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 Engineer 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 Engineer specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

j) Nondiscrimination. Engineer 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. Engineer or County 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.

k) Covenant of No Interest. Engineer 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 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 Engineer 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 Engineer 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 Engineer 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 Engineer and County in conjunction with this Agreement; and the Engineer shall have the right to unilaterally cancel this Agreement upon violation of this provision by County.

o) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Engineer 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 Engineer and the County agree that neither the Engineer 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.

s) Attestations. Engineer agrees to execute such documents as the County may reasonably require including 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) Americans with Disabilities Act of 1990 (ADA). The Engineer will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the Engineer pursuant thereto.

v) 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 Engineer 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 the Engineer and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

w) 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 singing any such counterpart.

x) 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.

y) Notwithstanding any other provision to the contrary in this Contract and to the fullest extent permitted by law, neither Owner nor Engineer shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Engineer hereby releases Owner and Owner hereby releases Engineer from any such liability.

BALANCE OF PAGE INTENTIALLY LEFT BLANK.

Signatures on Following Page

SEAL

Attest: [illegible]HAGE, Clerk

By: Isabel R. DeSantis
Deputy Clerk
3-16-11

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

URS CORPORATION SOUTHERN

By: _____
Signature

Vice-President
Title
Carlos Garcia
Print Name

Date: February 7, 2011

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 3-16-11

[illegible] FOR RECORD
2011 MAR 21 PM 2:18
[illegible]

1) WITNESS:

By: _____
Signature

Julio Boucle
Print Name

2) WITNESS

By: Gigi Bechara
Signature

Gigi BECHARA
Print Name

STATE OF Florida

COUNTY OF Miami-Dade

On this 7 day of February 2011, before me the person whose name is subscribed above, and who produced (personally known) as identification, acknowledged that he/she is the person who executed the above Contract for the purposes therein contained.

Genevieve Cave-Hunt
Notary Public

Geneviève Cavé-Hunt
Print Name

GENEVIEVE CAVE-HUNT
Notary Public - State of Florida
My Commission Expires Feb 3, 2012
Commission # DD 753616
Bonded Through National Notary Assn.

My commission expires: February 3, 2012 Seal

EXHIBIT A

HOURLY FEES

Position	Billing Rate (in Dollars)			
	02/16/2011 to 12/31/2011	1/1/2012 to 12/31/2012	1/1/2013 to 12/31/2013	1/1/2014 to 02/15/2015
Project Manager	$206.41	$212.60	$218.98	$225.55
Senior Transportation Engineer/Planner	$172.69	$177.87	$183.21	$188.70
Transportation Engineer/Planner	$96.76	$99.66	$102.65	$105.73
CADD/Graphic Technician	$89.16	$91.83	$94.59	$97.43
Clerical	$51.22	$52.76	$54.34	$55.97

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Code Compliance
Bulk Item: Yes X No Staff Contact Phone #: Cynthia McPherson 305-289-2508

AGENDA ITEM WORDING: Approval of a resolution authorizing Code Compliance Inspector(s) Mallory Jones and Ariel Coll to issue citations for disposition in county court.

ITEM BACKGROUND:
Code Section 8-4 requires designation, by resolution of Code Compliance Department personnel authorized to issue citations for dispositions in county court. Most code sections require issuance of such citations.

PREVIOUS RELEVANT BOCC ACTION: Designation by resolution has been made previously, but new personnel have been hired since that date.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: N/A **INDIRECT COST:** **BUDGETED:** Yes X No

DIFFERENTIAL OF LOCAL REFERENCE:

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

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

APPROVED BY: County Atty SRW 1/16 OMB/Purchasing Risk Management

DOCUMENTATION: Included Not Required X

DISPOSITION: **AGENDA ITEM #**

RESOLUTION NO. ___-2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AUTHORIZING CERTAIN CODE COMPLIANCE INSPECTORS TO ISSUE CITATIONS FOR VIOLATIONS OF THE MONROE COUNTY CODE FOR DISPOSITION IN COUNTY COURT.

WHEREAS, Monroe County Code Section 8-4 provides that Monroe County Code Inspectors may be authorized by the Board of County Commissioners (BOCC) to issue citations for Violations of the Monroe County Code for disposition in county court; and;

WHEREAS, Florida Statute 162 provides for the disposition of Monroe County Codes in county court; and

WHEREAS, in order to enforce violations of Monroe County Codes in county court, Monroe County code inspectors must first be authorized by a resolution of the Board of County Commissioners to issue citations for the violations of the Monroe County Code for disposition in county court,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

That the following code compliance inspectors are authorized to issue citations for violations of The Monroe County Code for disposition in county court:

Mallory Jones
Ariel Coll

PASSED AND ADOPTED at a regular meeting of the Board of County Commissioners of Monroe County, Florida, held on the 20th day of January 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

By: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 1/6/16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2106
Bulk Item: Yes ___ No X

Department: Planning & Environmental Resources
Staff Contact /Phone #: Christine Hurley 289-2517
Mayté Santamaria 289-2562

AGENDA ITEM WORDING: 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."

ITEM BACKGROUND: The 2014 ACSC Annual Report (excerpt attached) demonstrates the progress the County and cities have made meeting the Rule Work Program requirements. The report also discusses the hurricane evacuation time limit and the fact that the number of allocations awarded County-wide through the year 2023 are not enough to provide building permits for all vacant parcels in the Florida Keys. The report demonstrates almost 8,000 parcels will remain Keys-wide with 6,198 remaining in unincorporated Monroe County. The DEO recognizes this is a challenge in the annual report. DEO encourages each jurisdiction to work with the Department of Environmental Protection through the Florida Forever program for land acquisition.

The DEO requested and the Administrative Commission authorized rulemaking for the DEO proposed "Vacant Lot Retirement and Hotel Unit Allocation Rule." This proposed rule is discussed beginning on page 16 of the attached 2014 Florida Keys Annual Report. In general, this rule provides:

- 300 hotel units (this does not increase evacuation time in the model) be granted to up to 3 Keys communities who:
  - Establish a hotel Unit Allocation Program that requires:
    - an application for the units;
    - award;
    - tracking/record keeping for distribution to developers;
    - development of affordable housing units or a fee in lieu of contribution for affordable housing in exchange for the hotel units; and
    - the extinguishment of residential development rights in Marathon, Islamorada, or unincorporated Monroe County at a 3:1 ratio – meaning for every hotel unit awarded, development rights are extinguished on 3 private buildable platted lots that are either:
      - Tier I or II; or
      - Targeted for acquisition by the Florida Department of Environmental Protection (DEP); or
      - Scored between 4-5 under the Florida Keys Wetland Identification Program (KWEP)
    - an approval of a conditional use for the development (with a condition that the extinguished residential development rights be completed within 2 years of approval of the conditional use);
    - no building permit for hotel units be issued prior to residential development rights being extinguished
    - the local government rezone the lots with extinguished development rights as "Conservation"
    - reporting to DEO annually by July 30 of each year

The DEO will begin rulemaking over the next year and they will be holding public input workshops.

In order for the Commission to develop their policy direction related to the proposed DEO rule, staff is seeking direction from the BOCC prior to the rulemaking effort by DEO. DEO is anticipating holding initial public input meetings in late January 2016.

Assuming this Rule is adopted and goes into effect, it is important to note that the County currently prohibits new transient residential units (hotel/motel units) and if the BOCC wishes to participate in the "Vacant Lot Retirement and Hotel Unit Allocation Program" the County would need to amend the Comprehensive Plan. See existing policy below in double underline.

Objective 101.2
Monroe County shall reduce hurricane evacuation clearance times to 24 hours by the year 2010.

Policy 101.2.1
Monroe County shall establish a Permit Allocation System for new residential development. The Permit Allocation System shall limit the number of permits issued for new residential development. THIS POLICY IS SUPERSEDED BY POLICY 101.2.13 FOR AN INTERIM PERIOD OF TIME.

Policy 101.2.2
Applicants shall be required to obtain letters of coordination confirming the availability of potable water and electricity, and applicable permits from HRS prior to submitting a building permit application for new residential development to the Monroe County Growth Management Division through the Permit Allocation System. Applicants shall be required to obtain all other applicable agency permits prior to the issuance of a County permit.

Policy 101.2.3
The Permit Allocation System for new residential (ROGO) development shall specify procedures for:

1. annual adjustment of the number of permits for new residential units to be issued during the next year based upon, but not limited to the following:

a. expired allocations and building permits in previous year;
b. allocations available, but not allocated in previous year;
c. number of allocations borrowed from future quarters;
d. vested allocations;
e. modifications required or provided by this plan or agreement pursuant to Chapter 380, Florida Statutes; and
f. receipt or transfer of affordable housing allocations by intergovernmental agreement.

2. allocation of affordable and market rate housing units in accordance with Policy 101.2.4; and
3. timing of the acceptance of applications, evaluation of applications, and issuance of permits for new residential development during the calendar year.

Policy 101.2.4
Monroe County shall allocate at least 20 percent of residential (non-transient) growth to affordable housing units as part of the Permit Allocation System. Any portion of the 20 percent allocation not used for affordable housing shall be retained and be made available for affordable housing from ROGO year to ROGO year. Affordable housing eligible for this separate allocation shall meet the criteria specified in Policy 601.1.7, but shall not be subject to the competitive Residential Permit Allocation and Point System in Policy 101.5.4. The parcel proposed for affordable housing shall not be located within an area designated as Tier I

Policy 101.2.5
Monroe County recognizes the discrepancy of units between the County's proposed allocation to the Cities and the Cities' vested development assumptions. By January 4, 1997, the County shall initiate an interlocal agreement with the Cities to resolve the discrepancy within three (3) years.

Policy 101.2.6
Monroe County shall prohibit new transient residential units including hotel or motel rooms, campground spaces, or spaces for parking a recreational vehicle or travel trailer until May 1, 2022.
(Ordinance 005-2014)

PREVIOUS RELEVANT BOCC ACTION:

On May 21st, 2014 the BOCC passed and adopted Ordinance 005-2014 amending Policy 101.2.6 extending the moratorium on transient unit allocations until May 1, 2022.

On October 21, 2015 BOCC meeting there was a discussion agenda item to review the 2014 Florida Keys Areas of Critical State Concern (ACSC) Annual Report by the DEO including the proposed "Vacant Lot Retirement and Hotel Unit Allocation Rule." BOCC directed staff to begin a county outreach program to gather public input and develop a county commission policy direction.

On November 17, 2015 BOCC meeting there was an initial public input and discussion agenda item in regards to the proposed Florida Department of Economic Opportunity (DEO) "Vacant Lot Retirement and Hotel Unit Allocation Rule" to gain input from the community.

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 SKP 11/4 OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included ____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

The proposed rule language is as follows:

Rule _____. Hotel Unit Allocation Program for the Florida Keys and City of Key West Areas of Critical State Concern.

(1) **Purpose.** This rule establishes a program to award to Florida Keys local governments Hotel Unit Allocations for hotel development in exchange for extinguishment of residential development rights on vacant buildable environmentally sensitive lots. The purpose of the program is to reduce residential development entitlements and increase acquisition of vacant buildable environmentally sensitive platted lots, reduce state and local government exposure to potential takings claims, and ensure the safe evacuation of residents of the Florida Keys and City of Key West Areas of Critical State Concern during tropical hurricane events.

(2) **Definitions.** As used in this rule the following terms have the following meanings:
- (a) "Florida Keys" means the Florida Keys Area of Critical State Concern and the City of Key West Area of Critical State Concern.
- (b) A "Hotel Unit Allocation" means an allocation for development of one Hotel Unit consisting of one bedroom and up to two bathrooms.
- (c) "Recipient(s)" means a non-government entity or an individual who receives a Hotel Unit Allocation award from a local government.
- (d) Department and DEO means the State Land Planning Agency
- (e) "Environmentally Sensitive" means lands targeted for acquisition by the Florida Department of Environmental Protection, lands designated Tier I and Tier II under the Monroe County comprehensive plan, or wetlands scoring 4 to 5 on the Keys Wetland Evaluation Program (KEYWEP)

(3) **Communities; Local Government Hotel Unit Allocation Awards; Expiration.** The Department of Economic Opportunity may designate up to three local governments in the Florida Keys as communities under this rule. The Department shall issue a Hotel Unit Allocation Award Letter to the community or communities awarding a combined total of up to 300 Hotel Unit Allocations. If more than one community is designated, the Department may award all Hotel Unit Allocations simultaneously or may stagger the Hotel Unit Allocation awards.

(4) **Use of Hotel Unit Allocations for Development.**
- (a) **Local Hotel Unit Allocation Program.** A local government in possession of Hotel Unit Allocations may award those Hotel Unit Allocations to a Recipient for development of hotel units. Prior to any award to a Recipient, the local government shall establish a Hotel Unit Allocation Program that:
  1. includes application, award, tracking, and record-keeping requirements,
  2. requires development of affordable housing units or, if authorized by the local government's comprehensive plan or land development regulations, contribution of a fee for each hotel unit built, and

3. requires the extinguishment of residential development rights as provided in this rule.

(b) **Conditional Use Approval; Expiration of Hotel Unit Allocation to a Recipient.** Hotel Unit Allocations shall be awarded pursuant to a conditional use approval conditioning the award on the Recipient extinguishing development rights on three vacant buildable environmentally sensitive platted residential lots for each one Hotel Unit Allocation awarded. For the purpose of this rule, an environmentally sensitive platted residential lot is a platted lot designated as Tier I or II, targeted for acquisition by the Florida Department of Environmental Protection, or a lot that scores between 4.0 and 5.0 under the Florida Keys Wetland Identification Program and must have been platted on or before the effective date of this rule. The lots on which development rights are extinguished must be located within unincorporated Monroe County, Islamorada, or Marathon exclusive of offshore islands and Mainland Monroe. Residential development rights shall be extinguished within two years after the date of the conditional use approval or the Hotel Unit Allocation award shall automatically expire. Upon expiration, the Hotel Unit Allocations shall revert to the Department for further award pursuant to its adopted Hotel Unit Allocation program. Once the required residential development rights are extinguished in a manner consistent with this rule, the Hotel Unit Allocations are the sole property of the Recipient.

(c) **Extinguishing Residential Development Rights.** Residential development rights shall be extinguished by the Recipient recording a written instrument in the public records of Monroe County, Florida, extinguishing such development rights. The instrument shall be in a form acceptable to the local government in which the lots are located. The Recipient shall provide a copy of the recorded instrument to the Department and to the local government in which the lots are located no later than 10 days after the recording information is made available to the Recipient by the Clerk's Office. The Recipient shall not be entitled to receive a building permit for hotel units to be developed pursuant to a Hotel Unit Allocation award until the required residential development rights have been extinguished.

(d) **Plan Amendment Designating Lots as Conservation.** The local government in whose jurisdiction the lots on which development rights have been extinguished are located shall amend its comprehensive plan to designate the lots as "Conservation" on its Future Land Use Map within six months after the receipt of the recorded written instrument extinguishing such development rights. The local government in whose jurisdiction the lots are located may require the Recipient to apply for the plan amendment required by this section.

(e) **Land Management.** For the purpose of land management, the Recipient may convey the lots on which development rights have been extinguished to the Monroe County Land Authority or to the local government in which they are located to manage the lots.

(5) **Evaluation and Report to the Administration Commission.** Local governments participating in the program shall provide DEO an annual Report by July 30 of each year indicating the status of the program and reporting the number of units that have been transferred or acquired. Adjustments to the ten year building permit allocation shall be reflected in a plan amendment by the donor and receiver local governments within 12 months of adoption of a resolution to transfer units to another local government. Department of Economic Opportunity shall include in its Florida Keys annual report an assessment of the success or failure of the program and a recommendation whether the program should be expanded.

Rulemaking Authority: 380.05(22)(b), FS; Law Implemented: 380.05, 380.0552, FS; New.

Recommendations

Staff at DEO recommend promulgation of the above rule.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 | Department: Planning & Environmental Resources
Bulk Item: Yes ___ No X | Staff Contact Person/Phone #: Mayté Santamaria 289-2562

AGENDA ITEM WORDING: Discussion of text amendments to allow maintenance dredging in canals with seagrasses to maintain navigability.

ITEM BACKGROUND: At the October 21, 2015 BOCC meeting, there was a Sounding Board item to "speak to the County Commissioners in regards to Duck Key Property Owner's Association concerns regarding decreasing water quality and accessibility in the renowned free flowing waterways that intersect the five islands that compromise Duck Key" by Sherry Popham. Mrs. Popham, representing Duck Key residents and Duck Key Property Owner's Association, provided a hand-out to the BOCC regarding Duck Key Canal Restoration (attached), which identified 8 areas in Duck Key that have silted up to less than 5ft of depth at low tide. Mrs. Popham noted that no appreciable maintenance has been performed since construction of the canals 60+ years ago. Mrs. Popham described the canal system as free-flowing, teaming with sea life and seagrass, and with good water quality. Ms. Popham also described the creation of an attractive nuisance with the white sand deposition in the entrance canal (described in the hand-out as Area F), creating a white sandy beach within the canal. The movement of deposits of sand from storm events, water quality, property value impacts and navigability issues were mentioned. The Duck Key residents, represented by Ms. Popham, asked the BOCC to consider modifying the current County prohibitions (i.e. allow maintenance dredging where there are seagrasses and hardbottom communities) that prevent the restoration of the canals. Duck Key representatives have reviewed the various governmental agency requirements and noted that they believe the requirements of the state and federal agencies can be met but cannot move forward with the County's prohibition on maintenance dredging in areas with seagrass beds or characterized by hardbottom communities.

The BOCC discussed the possibility of a specific Comprehensive Plan amendment to address canal maintenance and asked County staff to bring back potential options (not to open uncontrolled dredging or to allow the creation of new canals) for consideration. If the BOCC is considering the potential amendments of the Comprehensive Plan and Land Development Code, staff suggests that the Duck Key residents apply for text amendments to the Comprehensive Plan and Land Development Code.

Attached are excerpts of the current, adopted Monroe County Comprehensive Plan and Land Development Code related to maintenance dredging. Additionally, attached is a potential Comprehensive Plan and Land Development Code amendment option.

PREVIOUS RELEVANT BOCC ACTION:

On April 18, 2013, the BOCC reviewed a private application for a proposed text amendment to the Comprehensive Plan to establish sub-area policies applicable to a specific geographic area of submerged lands, create site-specific parameters for the re-dredging of privately-owned submerged lands with benthic resources to facilitate navigational access and to define the specific, limited circumstances and conditions which must be met to allow the re-dredging. The BOCC voted to not transmit the amendment.

On March 21, 2014, the BOCC reviewed draft amendments to the Comprehensive Plan for the 2030 Comprehensive Plan update project and directed staff to develop a text amendment to allow maintenance dredging the mouth of a canal to restore navigational access.

On July 23, 2014, the BOCC reviewed draft amendments to the Comprehensive Plan for the 2030 Comprehensive Plan update project, including text amendments to allow maintenance dredging the mouth (entrance) of a canal. The BOCC recommended maintaining the proposed amendment in the 2030 Comprehensive Plan update draft.

On October 7, 2014, the BOCC reviewed draft amendments to the Comprehensive Plan for the 2030 Comprehensive Plan update project, including text amendments to allow maintenance dredging the mouth of a canal. The BOCC directed deletion of the proposed amendments relating to maintenance dredging the mouth (entrance) of a canal.

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 __x_____ **AMOUNT PER MONTH**____ **Year** _____

APPROVED BY: County Atty SW 11/5 OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included __x__ Not Required_____

DISPOSITION: _____ **AGENDA ITEM #**_____

Existing Adopted Dredging Policies and Code

Comprehensive Plan

Objective 202.8
Monroe County shall maintain Land Development Regulations which implement county policies preventing the continued loss of benthic resources, improving water quality and controlling pollutant discharges into surface waters from dredge and fill activities.

Policy 202.8.1
Monroe County shall support state and federal policies and regulations concerning the permitting of dredge and fill activity, except in those instances where more stringent regulations adopted by Monroe County shall be maintained.

Policy 202.8.2
No new dredging shall be permitted in Monroe County

Policy 202.8.3
No maintenance dredging shall be permitted within areas vegetated with seagrass beds or characterized by hardbottom communities except for maintenance in public navigation channels.

Policy 202.8.4
In order to facilitate establishment and prevent degradation of bottom vegetation, maintenance dredging in artificial waterways shall not exceed depths greater than minus six (-6) feet mean low water. This policy does not apply to the entrance channels into Key West Harbor and Safe Harbor.

Land Development Code

Sec. 118-10. - Environmental design for specific habitat types.
In addition to the general criteria set forth in this chapter, specific criteria shall apply to individual habitats as outlined in this section.
(4) Mangroves, wetlands, and submerged lands.
All structures developed, used or occupied on land classified as mangroves, wetlands or submerged lands (all types and all levels of quality) shall be designed, located and constructed such that:

a. Generally. Only docks and docking facilities, boat ramps, walkways, water access walkways, water observation platforms, boat shelters, nonenclosed gazebos, riprap, seawalls, bulkheads, and utility pilings shall be permitted on or over mangroves, wetlands, and submerged lands, subject to the specific restrictions of this subsection. These restrictions shall not apply to disturbed wetlands that have been lawfully converted into uplands through filling. Trimming and/or removal of mangroves shall meet Florida Department of Environmental Protection requirements.
b. Protection of circulation patterns. Shoreline structures shall be designed to protect tidal flushing and circulation patterns.
c. **Dredging.** The following restrictions shall apply to dredging activities:
1. No new dredging shall be allowed in the county except as specified for boat ramps in section 118-12(1) (shoreline setback, boat ramps).

2. No maintenance dredging shall be permitted within areas vegetated with seagrass beds or characterized by hard bottom communities except for maintenance dredging in public navigation channels.

3. In order to facilitate establishment and prevent degradation of bottom vegetation, maintenance dredging in artificial waterways shall not exceed depths greater than six feet at mean low water (MLW). This restriction does not apply to the entrance channels into Key West Harbor and Safe Harbor.

4. All dredged spoil materials shall be placed on permitted upland sites designed and located to prevent runoff of spoil material into wetlands or surface waters.

5. All dredge activities require approvals by the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers prior to issuance of a county permit.

6. Exemptions:

a. Pursuant to Policy 202.8.6, canal restoration projects developed to determine the effectiveness of water quality strategies of the Florida Keys National Marine Sanctuary Water Quality Protection Program that meet the following criteria are exempt from the restrictions in [subsection] (4)c.2:

i. Projects are limited to previously dredged artificial canals characterized as having poor or fair water quality within the 2013 Monroe County Canal Management Master Plan;

ii. Projects are performed or funded by public entities (county, state, or federal) for organic material removal; and

iii. Projects are backfilled to a depth of six to eight feet, or an alternative depth as determined by best available scientific data and authorized by the state and federal permitting agencies; and

iv. Hydraulic (vacuum) dredging shall be considered the preferred means of removal of the organic material. If hydraulic dredging is not proposed to accomplish the organic material removal, a public hearing before the board of county commissioners (BOCC) shall be required prior to issuance of a county permit.

b. Pursuant to Policy 202.8.6, two demonstration pilot canal restoration projects to remove decomposing organic material from previously dredged artificial canals (down to the bedrock) without backfilling will be performed and evaluated for effectiveness. Water quality monitoring of these two organic removal pilot projects shall be conducted at a two-year point of time and a ten-year point of time after completion of the pilot projects, and a water quality report shall be reviewed to determine the effectiveness in improving dissolved oxygen concentrations, as identified in the surface water quality criteria in Chapter 62-302.530, F.A.C., in the two organic removal pilot projects canals.

d. Placement of fill. No fill shall be permitted in any mangroves, wetlands, or submerged lands except:

1. As specifically allowed by this section or by section 118-12(k) and (l) shoreline setbacks, bulkheads, seawalls, riprap and boat ramps);

2. To fill a manmade, excavated water body such as a canal, boat ramp, boat slip, boat basin or swimming pool if the county biologist determines that such

filling will not have a significant adverse impact on marine or wetland communities;

3. As needed for shoreline stabilization or beach renourishment projects with a valid public purpose that furthers the goals of the Monroe County Comprehensive Plan, as determined by the county biologist;

4. For bridges extending over salt marsh and/or buttonwood association wetlands that are required to provide automobile or pedestrian access to dwelling units located on upland areas within the same property for which there is no alternate means of access. Such bridges shall be elevated on pilings so that the natural movement of water, including volume, rate and direction of flow shall not be disrupted or altered; or

5. As approved for Disturbed Salt Marsh and Buttonwood Association Wetlands with appropriate mitigation as defined by the wetland regulations of subsection (d)(6) of this section.

All such projects shall require approval by the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers prior to issuance of a county building permit.

e. After-the-fact exclusion. No after-the-fact permits shall be issued that violate the county dredge and filling regulations. All fill shall be removed and all damages mitigated.

Section 101-1:

Dredging means excavation below water level or in wetlands.

Maintenance means that action taken to restore or preserve the functional intent of any facility or system.

Florida Department of Environmental Rule 18-21.003, F.A.C., provides definitions for private and public channel, as follows:

Rule 18-21.003 Definitions.

When used in these rules, the following definitions shall apply unless the context clearly indicates otherwise:

(46) **"Private channel"** means a channel that is dredged or maintained by private entities to provide access to or from such locations as private residences, marinas, yacht clubs, vessel repair facilities, or revenue-generating facilities.

(50) **"Public channel"** means a channel that is constructed or maintained by a public entity such as a federal or state agency, local government, or inland navigation district listed in Chapter 374, F.S., or that is part of a public navigation project, public water management project, or a deepwater port listed in Section 403.021(9)(b), F.S.

(52) **"Public navigation project"** means an activity primarily for the purpose of navigation which is authorized and funded by the United States Congress or by port authorities as defined by Section 315.02(2), F.S.

Section 373.403, F.S. Definitions.—

When appearing in this part or in any rule, regulation, or order adopted pursuant thereto, the following terms mean:

(8) "Maintenance" or "repairs" means remedial work of a nature as may affect the safety of any dam, impoundment, reservoir, or appurtenant work or works, but excludes routine custodial maintenance.

(13) "Dredging" means excavation, by any means, in surface waters or wetlands, as delineated in s. 373.421(1). It also means the excavation, or creation, of a water body which is, or is to be, connected to surface waters or wetlands, as delineated in s. 373.421(1), directly or via an excavated water body or series of water bodies.

(14) "Filling" means the deposition, by any means, of materials in surface waters or wetlands, as delineated in s. 373.421(1).

403.803 Definitions.—When used in this act, the term, phrase, or word:

(2) "Canal" is a manmade trench, the bottom of which is normally covered by water with the upper edges of its sides normally above water.

(3) "Channel" is a trench, the bottom of which is normally covered entirely by water, with the upper edges of its sides normally below water.

Rule 62-312.020 Definitions.

(7) "Dredging" is the excavation, by any means, in waters of the state. It is also the excavation (or creation) of a water body which is, or is to be, connected to any of the waters listed in subsection 62-312.030(2), F.A.C., directly or via an excavated water body or series of excavated water bodies.

Potential Text Comprehensive Plan Amendment Option

Objective 202.~~4~~8

Monroe County shall ~~adopt~~ maintain ~~L~~land ~~D~~development ~~R~~regulations which implement county policies controlling pollutant discharges into surface waters from dredge and fill activities. ~~[9J-5.012(3)(b)2; 9J-5.013(2)(b)2]~~ [§163.3177(6)d.2.b., F.S; §163.3177(6)d.2.e., F.S.]

Policy 202.~~8~~4.1

~~Monroe County shall support state and federal policies and regulations concerning the permitting of dredge and fill activity, except in those instances where more stringent regulations adopted by Monroe County shall be maintained. [9J-5.012(3)(c)1,2,3 and 8; 9J-5.013(2)(c)1 and 6]~~ [§163.3177(6)d.2.b., F.S; §163.3177(6)d.2.e., F.S.]

Policy 202.~~8~~4.2

No new dredging shall be permitted in Monroe County. ~~[9J-5.012(3)(c)1,~~ [§163.3177(6)d.2~~,3 and 8; 9J-5.013~~(.b., F.S; §163.3177(6)d.2~~)(c)1 and 6]~~.e., F.S.]

Policy 202.~~8~~4.3

Channels: No maintenance dredging shall be permitted within areas vegetated with seagrass beds or characterized by hardbottom communities except for maintenance in public navigation channels.

Canals: Maintenance dredging may be permitted within a previously dredged artificial canal, including areas vegetated with seagrass beds or characterized by hardbottom communities, to restore navigational access due to storm depositions and preserve the function of the artificial canal, subject to the requirements in Policy 202.4.4. ~~[9J-5.012(3)(c)1,2,3 and 8; 9J-5.013(2)(c)1 and 6]~~ [§163.3177(6)d.2.b., F.S; §163.3177(6)d.2.e., F.S.]

Policy 202.~~8~~4.4

In artificial canals with deposits of sand from storm events, maintenance dredging may be permitted to facilitate navigational access and/or restore the function of the canal provided that:

- Shoaling and sedimentation has reduced the reasonable access to open water.
- The maintenance dredging cannot be used to dredge natural barriers (areas that have not been previously dredged) separating a canal or canal system from adjacent wetlands and/or other surface waters.
- The maintenance dredging shall not exceed depths greater than minus six (-6) feet mean low water, or to the depths of refusal (rock), whichever is more restrictive (e.g. the shallowest depth shall control).
- The maintenance dredging methodology shall not cause degradation of water quality or secondary and/or cumulative impacts to surrounding benthic resources.
- Turbidity controls shall be used to prevent reduction of light availability to seagrasses and increased sedimentation in adjacent surface waters and benthic resources.

- The quantity of mitigation for seagrass/hardbottom community resource impacts shall meet the requirements specified by the State of Florida's Uniform Mitigation Assessment Method (UMAM).
- The applicants shall provide justification that the proposed maintenance dredge is in the 'public interest.' (Public Interest means demonstrable environmental, social, and economic benefits which would accrue to the public at large as a result of a proposed action.)

Policy 202.~~8~~4.~~5~~4

In order to ~~facilitate establishment~~prevent degradation of bottom vegetation, maintenance dredging in artificial waterways shall not exceed depths greater than minus six (-6) feet mean low water. This policy does not apply to the entrance channels into Key West Harbor and Safe Harbor. ~~[9J-5.012(3)(c)1,2,3 and 8; 9J-5.013(2)(c)1 and 6]~~ [§163.3177(6)d.2.b., F.S; §163.3177(6)d.2.e., F.S.]

Policy 202.~~8~~4.~~6~~5

All dredged spoil resulting from maintenance dredging shall be placed on permitted upland sites where drainage can be contained on-site. ~~[9J-5.012(3)(c)1,2,3 and 8; 9J-5.013(2)(c)1 and 6]~~ [§163.3177(6)d.2.b., F.S; §163.3177(6)d.2.e., F.S.]

Policy 202.~~8~~4.~~7~~6

No "after-the-fact" permits shall be issued that violate Monroe County dredge and fill regulations. All illegal structures and fill shall be removed and damages mitigated. ~~[9J-5.012(3)(c)1,2,3 and 8; 9J-5.013(2)(c)1 and 6]~~ [§163.3177(6)d.2.b., F.S; §163.3177(6)d.2.e., F.S.]

Potential Text Land Development Code Amendment Option

Sec. 118-10. - Environmental design for specific habitat types.

In addition to the general criteria set forth in this chapter, specific criteria shall apply to individual habitats as outlined in this section.

(4) Mangroves, wetlands, and submerged lands.

All structures developed, used or occupied on land classified as mangroves, wetlands or submerged lands (all types and all levels of quality) shall be designed, located and constructed such that:

a. Generally. Only docks and docking facilities, boat ramps, walkways, water access walkways, water observation platforms, boat shelters, nonenclosed gazebos, riprap, seawalls, bulkheads, and utility pilings shall be permitted on or over mangroves, wetlands, and submerged lands, subject to the specific restrictions of this subsection. These restrictions shall not apply to disturbed wetlands that have been lawfully converted into uplands through filling. Trimming and/or removal of mangroves shall meet Florida Department of Environmental Protection requirements.

b. Protection of circulation patterns. Shoreline structures shall be designed to protect tidal flushing and circulation patterns.

c. **Dredging.** The following restrictions shall apply to dredging activities:

1. No new dredging shall be allowed in the county except as specified for boat ramps in section 118-12(1) (shoreline setback, boat ramps).

2. Channels: No maintenance dredging shall be permitted within areas vegetated with seagrass beds or characterized by hard bottom communities except for maintenance dredging in public navigation channels.

3. Canals: Maintenance dredging may be permitted within a previously dredged artificial canal, including areas vegetated with seagrass beds or characterized by hardbottom communities, to restore navigational access due to storm depositions and preserve the function of the artificial canal, subject to the requirements in Policy 202.4.4.

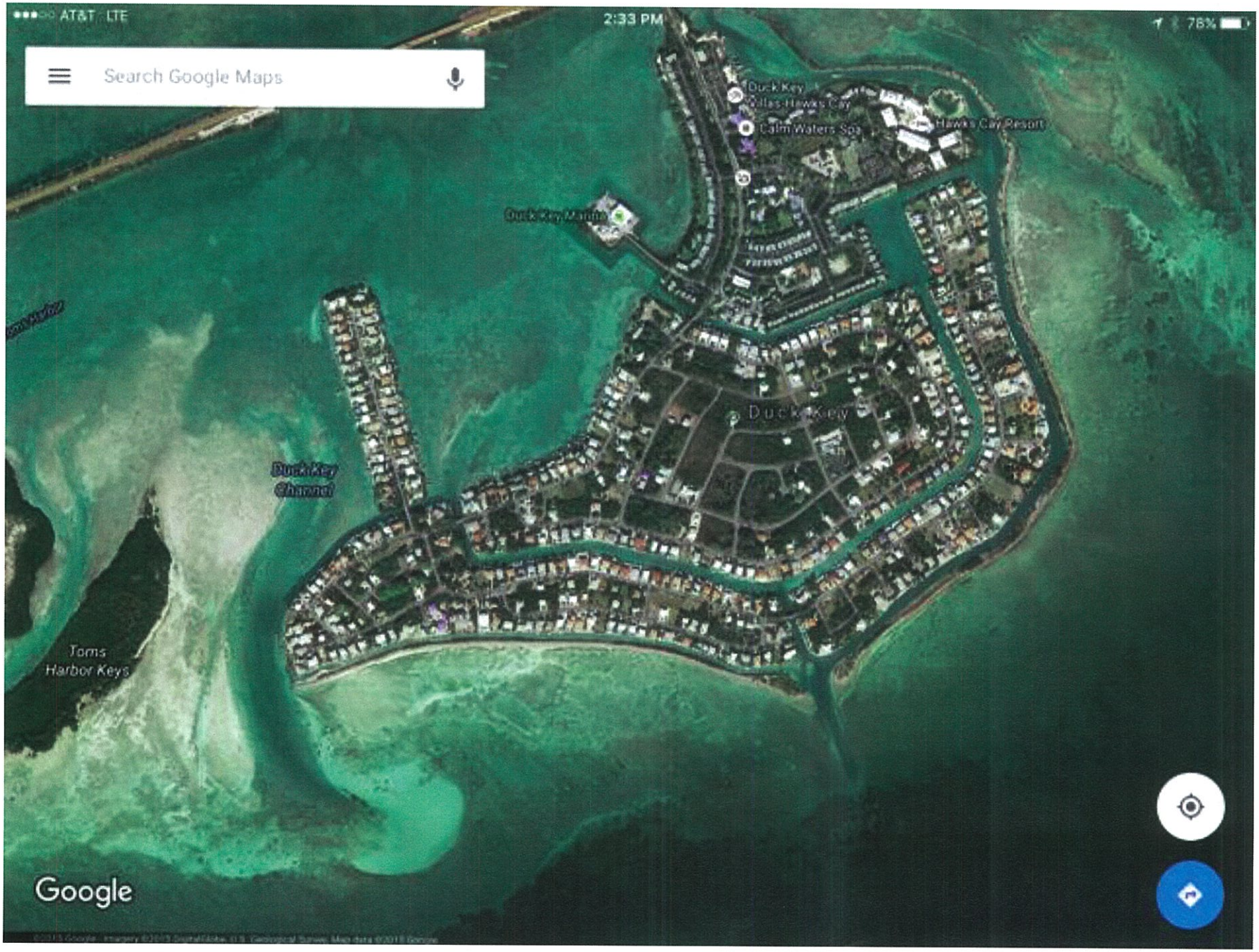
~~4~~3. In order to facilitate establishment and prevent degradation of bottom vegetation, maintenance dredging in artificial waterways shall not exceed depths greater than six feet at mean low water (MLW). This restriction does not apply to the entrance channels into Key West Harbor and Safe Harbor.

54. All dredged spoil materials shall be placed on permitted upland sites designed and located to prevent runoff of spoil material into wetlands or surface waters.

~~6~~5. All dredge activities require approvals by the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers prior to issuance of a county permit.

Duck Key Canal Restoration

Plan 2015-2017


AT&T LTE
2:33 PM
76%
Search Google Maps
Duck Key
Villas Hawks Cay
Calm Waters Spa
Hawks Cay Resort
Duck Key Marina
Duck Key
Duck Key Channel
Toms Harbor Keys
Google

Situation

- Duck Key canals created more than 60 years ago
- 3 miles of canals and perimeter waterways (created by a breakwall)
- DK canals are open at both ends allowing tidal currents to course through – one of only 3 keys with 'clean' water
- While in general the canals are in good shape, some are silting up due to currents and storms
- Hurricanes Georges and Wilma accelerated silting and damaged the south breakwall, partially repaired
- No appreciable maintenance performed since construction

DKPOA Involvement

- The Duck Key Property Owners Association conducted a survey of the DK residents' community priorities
- Canal maintenance was the second highest priority item, with more than 80% support
- A team of DKPOA directors was asked to study the feasibility of restoring the canals
- DKPOA commissioned an engineering survey to determine the extent of the silting

ACoE/DEP Rules

- Maximum canal depth 5’ at low tide
- Must mitigate damage to the environment (live coral and sea grass)
- May not dredge new channels
- Must drain silt before transportation
- Use of removed material as fill only in approved locations

Bathymetric survey results

- 8 areas were identified that have silted up to less than 5' depth at low tide:
  - Hawk's Cay marina basin center and under docks (A)
  - South/east perimeter canal south of the HK pond (B)
  - South/east inside canal near the main south entry (C)
  - South/west perimeter canal at the main south entry and about 1/3 of its length from the west entry (D+F)
  - South/west inside canal at elbow bend opposite the Halliburton property (E)
  - North shore along Bimini Drive (G)
  - West shore of Harbour Island (H)

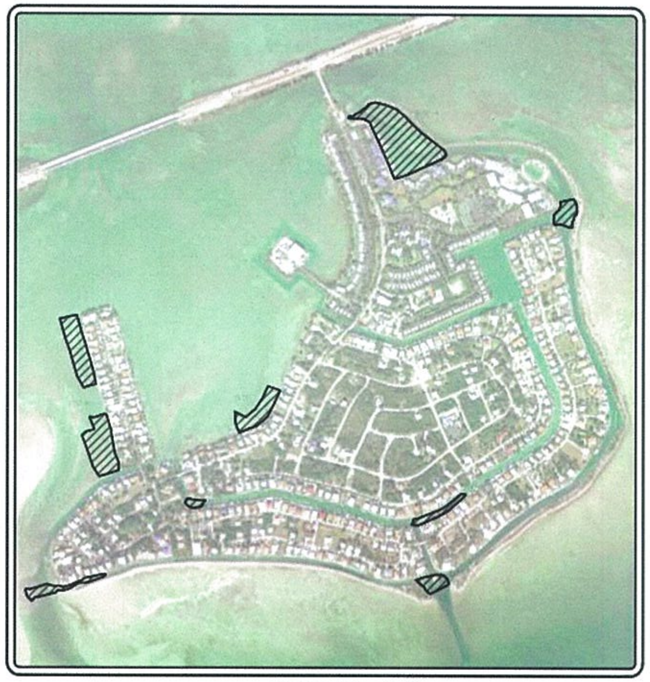
Surveyed Areas

SPECIFIC PURPOSE SURVEY
DUCK KEY, FLORIDA

NOT TO SCALE

INDEX OF SHEETS:

Sheet 1	Cover
Sheet 2–6	Plan Sheets
Sheet 7–15	Cross Section Sheets



LOCATION/KEY MAP
(NOT TO SCALE)
N

LEGEND:

- = Benchmark
- = Cross Section
- = Cut Area (to feet Below Mean Low Water)
- × 0.0 = Cut Depth (to 5 feet Below Mean Low Water)
- MLW = Mean Low Water
- NAD = North American Datum
- NAVD = North American Vertical Datum
- NGS = National Geodetic Survey
- No. = Number

SURVEYORS NOTES:

1. The survey date is 08/15/14.
2. This is a Specific Purpose Survey, as defined in Chapter 5J-17.050(10)(a)-(k) of the Florida Administrative Code.
3. This survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
4. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
5. Copyright © 2014 by Reece & Associates, Inc.
6. Elevations shown hereon were established using a Real Time Global Positioning System (RTK GPS) and referenced to the North American Vertical Datum of 1988 (NAVD 88), as established by National Geodetic Survey (NGS) benchmark "872 3922 TIDAL 2" having a published elevation of 3.53' (NAVD 88).
7. Cut Quantities shown hereon were established by volume calculations between data collected by bathymetric survey techniques and an arbitrary surface that was created five feet below Mean Low Water (MLW). Mean low water was obtained from tide station number 872-3927 (Duck Key) dated 05-18-2004 having a published elevation of Mean Lower Water of −1.58' (NAVD 88).
8. The coordinates shown hereon are referenced to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983, 2007 adjustment (NAD83/2007), as established using Real-Time Kinematic Global Positioning System (RTK GPS) survey methods. The corrected positions computed were verified through a redundancy of measurements to meet or exceed closure for Rural; Linear 1 foot in 5,000 feet. All distances shown hereon are in U.S. Survey Feet.
9. Aerial imagery shown hereon was obtained from the Land Boundary Information System (LABINS) dated 2012 and is shown for informational purposes only.
10. Points shown hereon are cut depths to 5 feet below Mean Low Water Elevation.

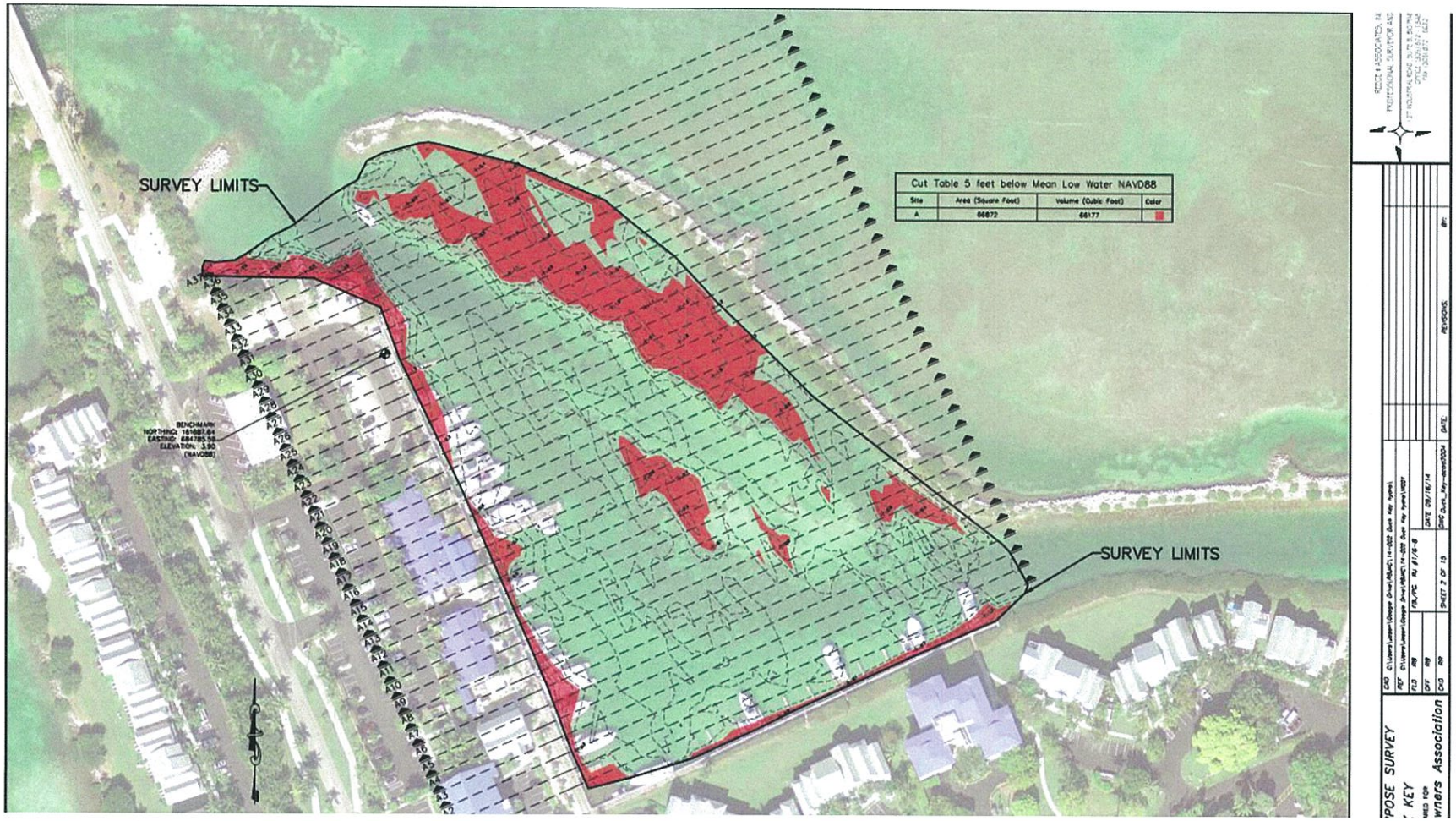
CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARD OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.

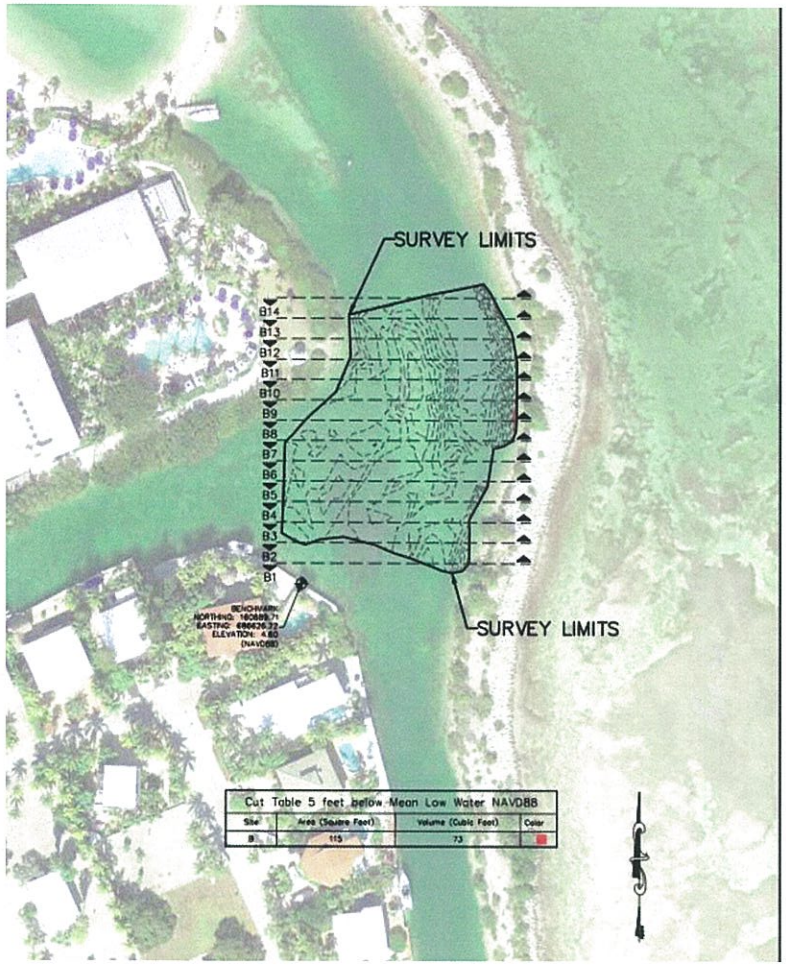
OSE SURVEY
KEY
ners Association

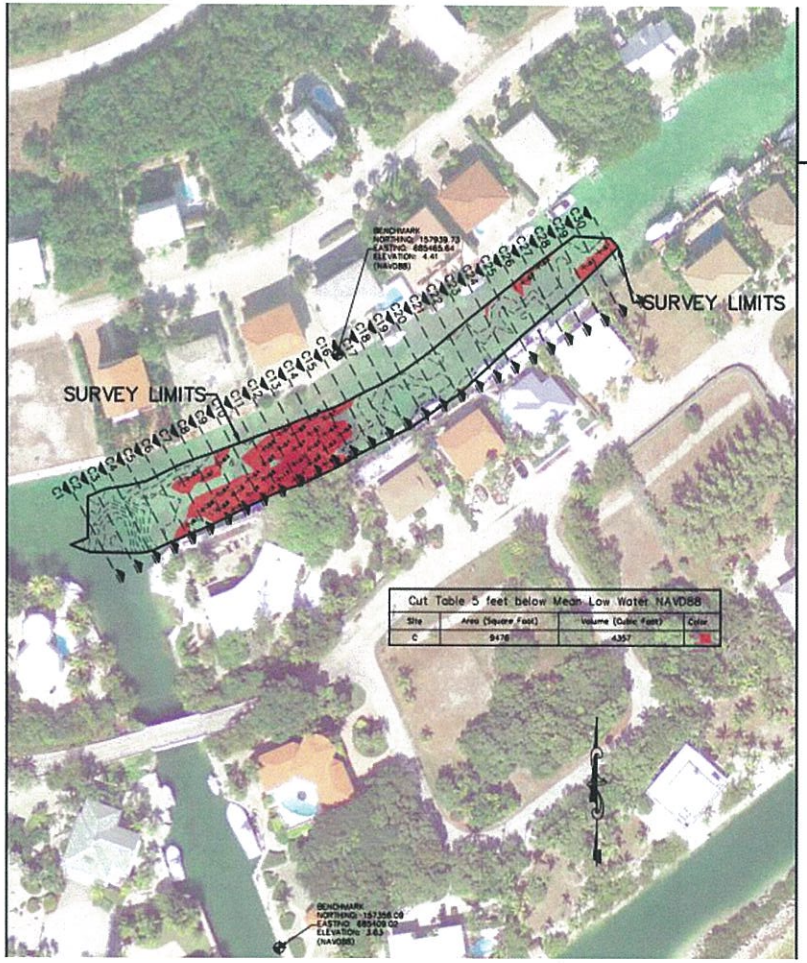
SHEET 1 OF 15
DATE 08/18/14
REVISIONS
DATE
BY

Area A

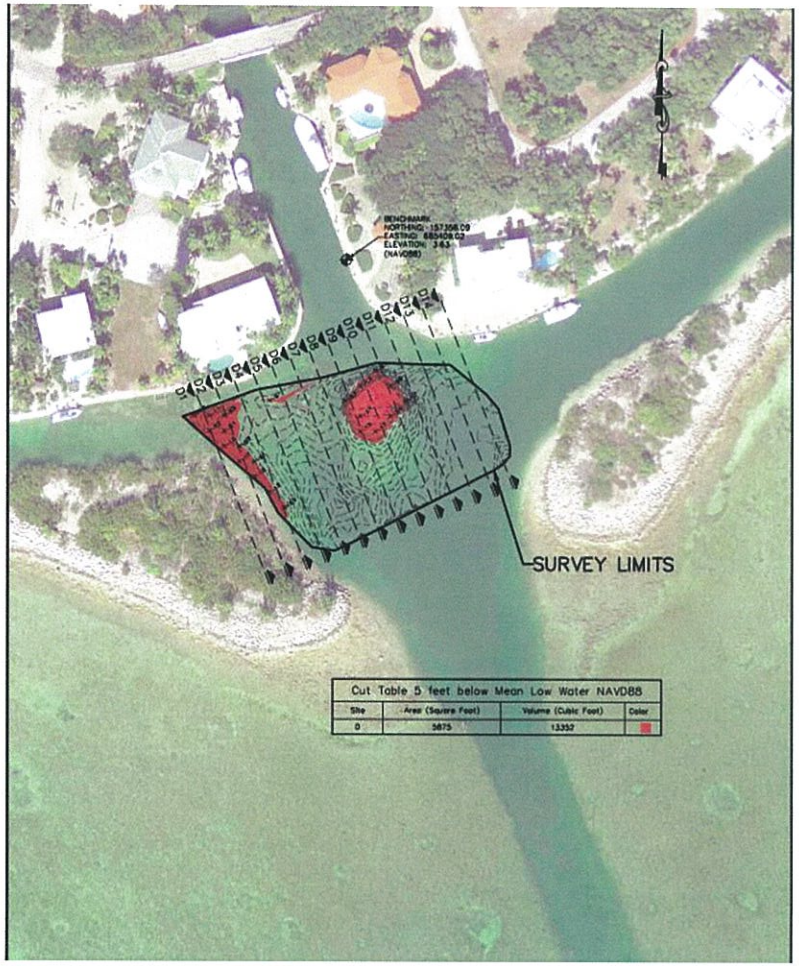

SURVEY LIMITS
Cut Table 5 feet below Mean Low Water NAVD88
Site
Area (Square Feet)
Volume (Cubic Feet)
Color
A
66872
66177
SURVEY LIMITS

Area B and C


SURVEY LIMITS
B14
B13
B12
B11
B10
B9
B8
B7
B6
B5
B4
B3
B2
B1
SURVEY LIMITS
Cut Table 5 feet below Mean Low Water NAVD88
Site | Area (Square Feet) | Volume (Cubic Feet) | Color
B | 115 | 73


SURVEY LIMITS
SURVEY LIMITS
Cut Table 5 feet below Mean Low Water NAVD88
Site | Area (Square Feet) | Volume (Cubic Feet) | Color
C | 9478 | 4357

Area D and E


SURVEY LIMITS
Cut Table 5 feet below Mean Low Water NAVD88
Site | Area (Square Feet) | Volume (Cubic Feet) | Color
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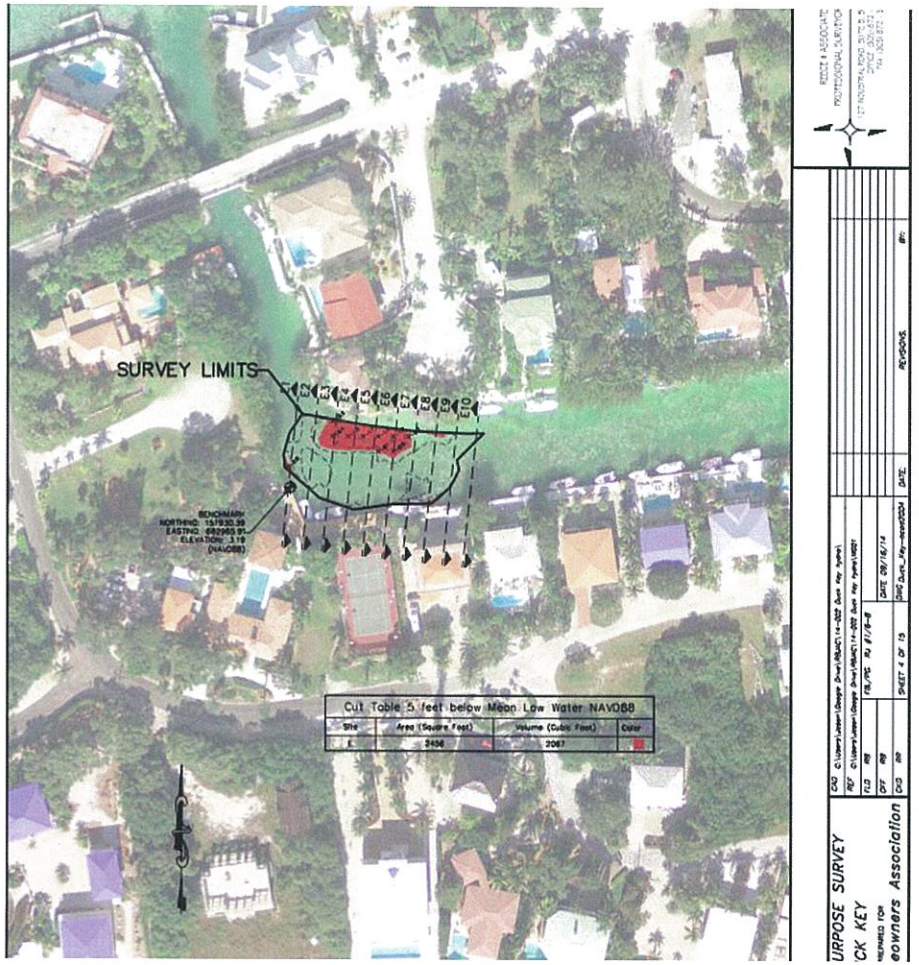
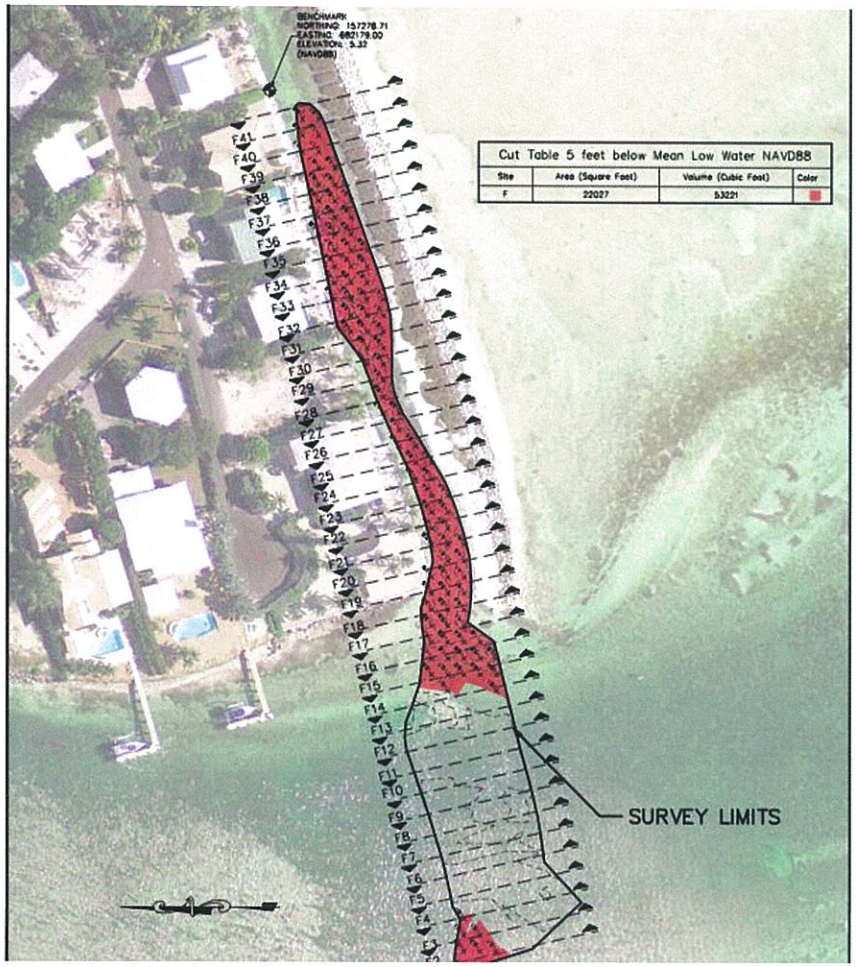

SURVEY LIMITS
Cut Table 5 feet below Mean Low Water NAVD88
Site | Area (Square Feet) | Volume (Cubic Feet) | Color
E | 3456 | 2067
URPOSE SURVEY
CK KEY
owners Association

Area F and G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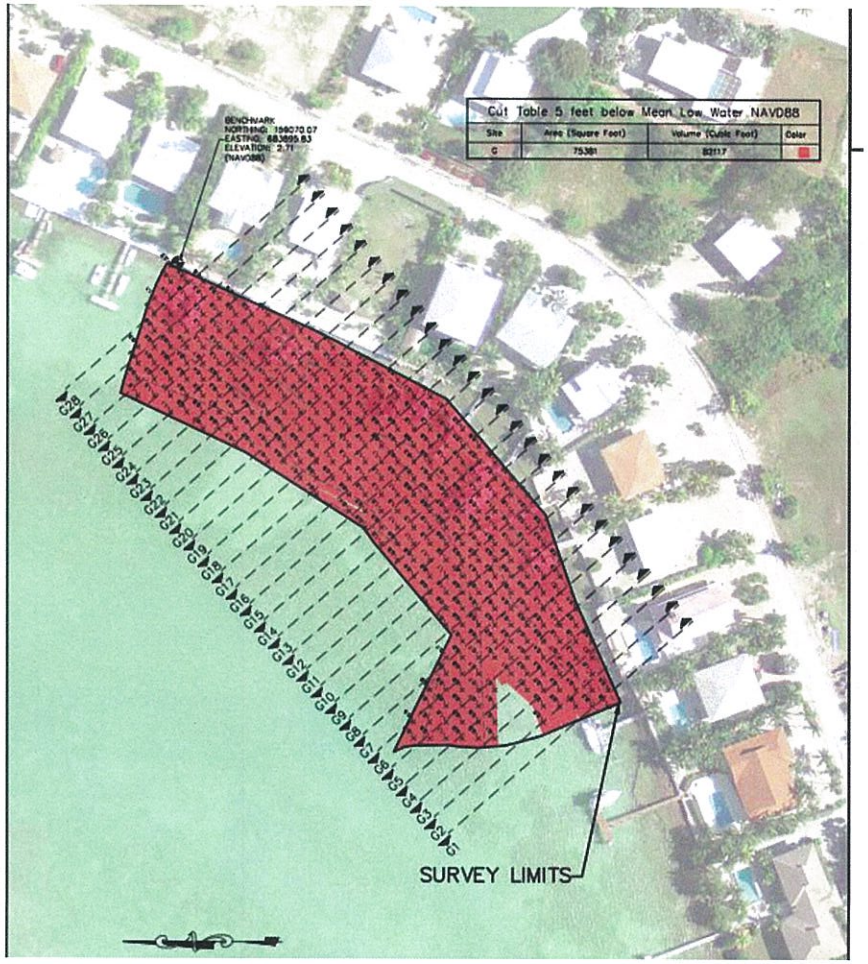
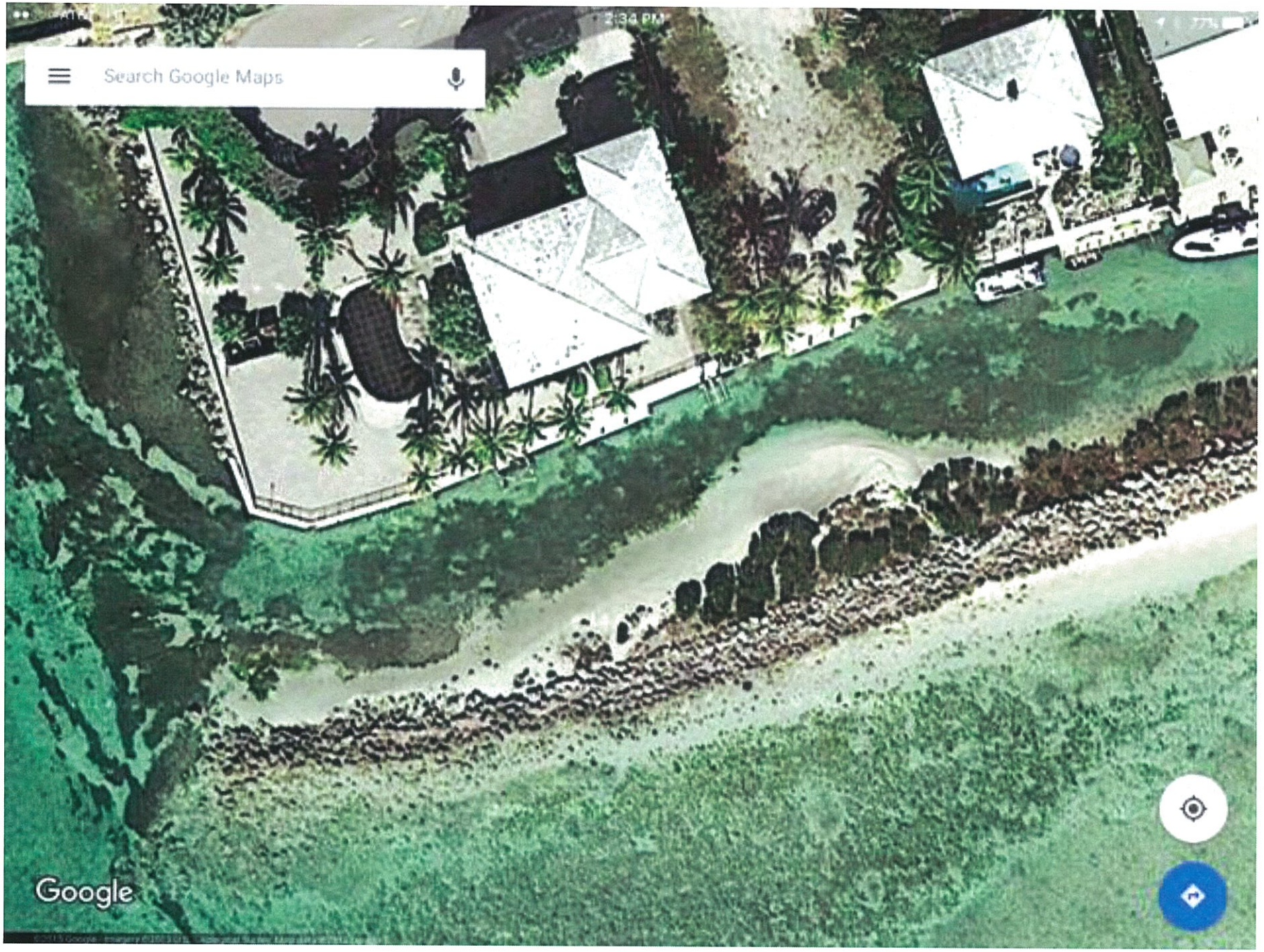
Site | Area (Square Feet) | Volume (Cubic Feet) | Color
F | 22027 | 53221
SURVEY LIMITS


Cut Table 5 feet below Mean Low Water NAVD88
Site | Area (Square Feet) | Volume (Cubic Feet) | Color
G | 75381 | 82117
SURVEY LIMITS

Area H

SURVEY LIMITS
SURVEY LIMITS
Cut Table 5 feet below Mean Low Water NAVD88
Site
Area (Square Foot)
Volume (Cubic Foot)
Color
H
240334
347429
REVISIONS
DATE
DATE 08/16/14
SHEET 8 OF 13
CK KEY
Owners Association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BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 Department: Public Works/Solid Waste

Bulk Item: Yes ___ No X Staff Contact /Phone #: Will Thompson x4432

AGENDA ITEM WORDING: Discussion, 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.

ITEM BACKGROUND: The County received notice via a letter from Wheelabrator to WM indicating that WM had exceeded the annual delivery of Municipal Solid Waste (MSW) at the Wheelabrator South Broward (WSB) facility and that WSB must cease receipt of any additional MSW from WM at the WSB facility effective immediately. Waste Management has advised staff that they are currently taking the County's MSW to the WTE in Palm Beach County.

PREVIOUS RELEVANT BOCC ACTION: 8/21/13: Discussion and direction on solid waste management program and related contracts.

10/16/13: Presentation and discussion of the current offers from the solid waste vendors. 30 day extension to negotiations authorized and more cost effective offers requested.

11/20/13: Presentation and discussion of the semi-final offers from the solid waste vendors. 3 week extension to negotiations authorized and more cost effective offers requested.

12/11/13: Presentation and discussion of the final offers for solid waste and a potential incineration demonstration project. BOCC authorized moving forward with drafting of the solid waste contracts and also consideration of an incineration demonstration project in Ramrod.

02/19/14: Discussion on the incineration demonstration project and moving forward with a solicitation for processing of yard waste. No formal vote taken.

03/19/14: Discussion, recommendation and direction on the County's yard waste processing. Vote to proceed with RFP for yard waste processing.

5/21/14: The Board approved the *Amended and Restated Haul Out, Operation and Maintenance Agreement* with Waste Management Inc. of Florida (WM)

03/18/15: the Board approved *Amendment 1* designating a yard Waste Processing area at the County's transfer stations.

04/15/15: The Board directed staff to bring back an agenda item to discuss the haul-out rate in the *Amended and Restated Haul Out, Operation and Maintenance Agreement* with Waste Management Inc. of Florida

05/20/15: The Board approved *Amendment 2* clarifying the haul-out rates for municipal solid waste and yard waste and disposal methods for each.

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

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 01/20/2016 Division: Monroe County Sheriff's Office

Bulk Item: Yes X No ___ Department: Monroe County Sheriff's Office

Staff Contact Person/Phone #: Donatella Kelly 305-292-7003

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: $ 2,000.00 **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

December 01, 2015

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:

$ 2,000.00: Samuel's House Inc. to help with the operating funds for the only program in the county providing emergency shelter and permanent supportive housing for women, women with children, men with children and intact families. The Samuel's House provides programs to individuals assisting them overcome adversities and move forward with a strong sense of purpose.

TOTAL: $ 2,000.00

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

RAR/dvk

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 Division: BOCC

Bulk Item: Yes X No Department: Heather Carruthers / DIST 3

Staff Contact Person/Phone #: C.Schreck 292-3430

AGENDA ITEM WORDING:
Approval of reappointment of Alexsandra Corsi Leto to the Shared Asset Forfeiture Fund Advisory Board.

ITEM BACKGROUND: Ms. Leto has served on this board since 2000 with the last reappointment in 01/2014.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST: 0 **INDIRECT COST:** **0** **BUDGETED:** Yes No

COST TO COUNTY: 0 **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 1/09

Monroe County Boards and Committees
Appointment Information

Board or Committee:		**Shared Asset Forfeiture Fund Advisory Bd**
Commissioner Appointing Member:		**Heather Carruthers**
Name of Member:		**Alexsandra Corsi Leto**
Address:		**Juvenile Justice Center** **5503 College Road # 206** **Key West, FL 33040**
Mailing Address:		**same**
Phone Numbers:	Home: Work: Fax: Email:	**305-294-6023** **305-292-3485** **corsila@keysso.net**
Date of Appointment:		**01/20/2016**
Reappointment:		**Yes**
Date Term Expires:		**01/20/2018**
Name of Person Being Replaced:		**n/a**
Fulfilling Term of:		**n/a**

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016

Department: Mayor Heather Carruthers

Bulk Item: Yes ___ No _x_

Staff Contact: Carol Schreck 305-292-3430

AGENDA ITEM WORDING: 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.

ITEM BACKGROUND: The County currently funds fire and rescue services and non-profit entities receiving funding through the Human Services Advisory Board (HSAB) through *ad valorem* property taxes. Through the HSAB process, the County provides funding for more than 2 dozen non-profit entities, which provide services for underserved populations throughout the county.

The Florida Legislature recently adopted F.S. 212.055(8), which authorized local governments to enact an "Emergency Fire Rescue Services and Facilities Surtax" of up to one penny, similar to the infrastructure sales surtax. Using the revenue numbers from infrastructure sales surtax as a guide, if the county were to adopt a fire rescue surtax, an additional penny of surtax would raise approximately $34 million county-wide. Of that $34 million, it is estimated that tourists would pay approximately 60% of those funds or $20.4 million. In 2014, the county and the cities providing emergency fire and rescue services spent approximately $29 million, all of which was funded by local property owners through property taxes. Under the law, if the fire rescue sales surtax is adopted, property taxes must be reduced by the amount raised by the new sales surtax.

Due to our tourist based economy, the cities and counties in Monroe County are in the unique situation of being able to raise significantly more money (approximately $5 million) through sales surtax than they collectively spend on fire rescue services county-wide. This situation creates an opportunity to potentially reallocate some of the excess funds raised through sales surtax to fund human services entities which are also currently funded through property taxes. Several of the human services providers report vast unmet needs which could be served with additional funding.

This proposal would require clarification of F.S. 212.055(8), which is a relatively new statute that has yet to be implemented by any county in the state. Because of the statute's novelty, neither the Attorney General nor the Courts have provided guidance yet regarding its implementation or limitations. Board authorization would be required in order to seek such clarification of F.S. 212.055(8) and possibly other laws either through an Attorney General's Opinion or the Legislature, or both.

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: no **AMOUNT PER MONTH Year**

APPROVED BY: County Atty R OMB/Purchasing N/A Risk Management N/A

DOCUMENTATION: Included X Not Required ___

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 1/09

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. 212.054.

(1) CHARTER COUNTY AND REGIONAL TRANSPORTATION SYSTEM SURTAX.—

(a) Each charter county that has adopted a charter, each county the government of which is consolidated with that of one or more municipalities, and each county that is within or under an interlocal agreement with a regional transportation or transit authority created under chapter 343 or chapter 349 may levy a discretionary sales surtax, subject to approval by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

(b) The rate shall be up to 1 percent.

(c) The proposal to adopt a discretionary sales surtax as provided in this subsection and to create a trust fund within the county accounts shall be placed on the ballot in accordance with law at a time to be set at the discretion of the governing body.

(d) Proceeds from the surtax shall be applied to as many or as few of the uses enumerated below in whatever combination the county commission deems appropriate:

1. Deposited by the county in the trust fund and shall be used for the purposes of development, construction, equipment, maintenance, operation, supportive services, including a countywide bus system, on-demand transportation services, and related costs of a fixed guideway rapid transit system;

2. Remitted by the governing body of the county to an expressway, transit, or transportation authority created by law to be used, at the discretion of such authority, for the development, construction, operation, or maintenance of roads or bridges in the county, for the operation and maintenance of a bus system, for the operation and maintenance of on-demand transportation services, for the payment of principal and interest on existing bonds issued for the construction of such roads or bridges, and, upon approval by the county commission, such proceeds may be pledged for bonds issued to refinance existing bonds or new bonds issued for the construction of such roads or bridges;

3. Used by the county for the development, construction, operation, and maintenance of roads and bridges in the county; for the expansion, operation, and maintenance of bus and fixed guideway systems; for the expansion, operation, and maintenance of on-demand transportation services; and for the payment of principal and interest on bonds issued for the construction of fixed guideway rapid transit systems, bus systems, roads, or bridges; and such proceeds may be pledged by the governing body of the county for bonds issued to refinance existing bonds or new bonds issued for the construction of such fixed guideway rapid transit systems, bus systems, roads, or bridges and no more than 25 percent used for nontransit uses; and

4. Used by the county for the planning, development, construction, operation, and maintenance of roads and bridges in the county; for the planning, development, expansion, operation, and maintenance of bus and fixed guideway systems; for the planning, development, construction, operation, and maintenance of on-demand transportation services; and for the payment of principal and interest on bonds issued for the construction

of fixed guideway rapid transit systems, bus systems, roads, or bridges; and such proceeds may be pledged by the governing body of the county for bonds issued to refinance existing bonds or new bonds issued for the construction of such fixed guideway rapid transit systems, bus systems, roads, or bridges. Pursuant to an interlocal agreement entered into pursuant to chapter 163, the governing body of the county may distribute proceeds from the tax to a municipality, or an expressway or transportation authority created by law to be expended for the purpose authorized by this paragraph. Any county that has entered into interlocal agreements for distribution of proceeds to one or more municipalities in the county shall revise such interlocal agreements no less than every 5 years in order to include any municipalities that have been created since the prior interlocal agreements were executed.

(e) As used in this subsection, the term "on-demand transportation services" means transportation provided between flexible points of origin and destination selected by individual users with such service being provided at a time that is agreed upon by the user and the provider of the service and that is not fixed-schedule or fixed-route in nature.

(2) LOCAL GOVERNMENT INFRASTRUCTURE SURTAX.—

(a)1. The governing authority in each county may levy a discretionary sales surtax of 0.5 percent or 1 percent. The levy of the surtax shall be pursuant to ordinance enacted by a majority of the members of the county governing authority and approved by a majority of the electors of the county voting in a referendum on the surtax. If the governing bodies of the municipalities representing a majority of the county's population adopt uniform resolutions establishing the rate of the surtax and calling for a referendum on the surtax, the levy of the surtax shall be placed on the ballot and shall take effect if approved by a majority of the electors of the county voting in the referendum on the surtax.

2. If the surtax was levied pursuant to a referendum held before July 1, 1993, the surtax may not be levied beyond the time established in the ordinance, or, if the ordinance did not limit the period of the levy, the surtax may not be levied for more than 15 years. The levy of such surtax may be extended only by approval of a majority of the electors of the county voting in a referendum on the surtax.

(b) A statement which includes a brief general description of the projects to be funded by the surtax and which conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing authority of any county which enacts an ordinance calling for a referendum on the levy of the surtax or in which the governing bodies of the municipalities representing a majority of the county's population adopt uniform resolutions calling for a referendum on the surtax. The following question shall be placed on the ballot:

FOR the	-cent sales tax
AGAINST the	-cent sales tax

(c) Pursuant to s. 212.054(4), the proceeds of the surtax levied under this subsection shall be distributed to the county and the municipalities within such county in which the surtax was collected, according to:

1. An interlocal agreement between the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population, which agreement may include a school district with the consent of the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population; or

2. If there is no interlocal agreement, according to the formula provided in s. 218.62.

Any change in the distribution formula must take effect on the first day of any month that begins at least 60 days after written notification of that change has been made to the department.

(d) The proceeds of the surtax authorized by this subsection and any accrued interest shall be expended by the school district, within the county and municipalities within the county, or, in the case of a negotiated joint county agreement, within another county, to finance, plan, and construct infrastructure; to acquire land for public recreation, conservation, or protection of natural resources; to provide loans, grants, or rebates to residential or commercial property owners who make energy efficiency improvements to their residential or commercial property, if a local government ordinance authorizing such use is approved by referendum; or to finance the closure of county-owned or municipally owned solid waste landfills that have been closed or are required to be closed by order of the Department of Environmental Protection. Any use of the proceeds or interest for purposes of landfill closure before July 1, 1993, is ratified. The proceeds and any interest may not be used for the operational expenses of infrastructure, except that a county that has a population of fewer than 75,000 and that is required to close a landfill may use the proceeds or interest for long-term maintenance costs associated with landfill closure. Counties, as defined in s. 125.011, and charter counties may, in addition, use the proceeds or interest to retire or service indebtedness incurred for bonds issued before July 1, 1987, for infrastructure purposes, and for bonds subsequently issued to refund such bonds. Any use of the proceeds or interest for purposes of retiring or servicing indebtedness incurred for refunding bonds before July 1, 1999, is ratified.

1. For the purposes of this paragraph, the term "infrastructure" means:

a. Any fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years and any related land acquisition, land improvement, design, and engineering costs.

b. A fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, or any other vehicle, and the equipment necessary to outfit the vehicle for its official use or equipment that has a life expectancy of at least 5 years.

c. Any expenditure for the construction, lease, or maintenance of, or provision of utilities or security for, facilities, as defined in s. 29.008.

d. Any fixed capital expenditure or fixed capital outlay associated with the improvement of private facilities that have a life expectancy of 5 or more years and that the owner agrees to make available for use on a temporary basis as needed by a local government as a public emergency shelter or a staging area for emergency response equipment during an emergency officially declared by the state or by the local government under s. 252.38. Such improvements are limited to those necessary to comply with current standards for public emergency evacuation shelters. The owner must enter into a written contract with the local government providing the improvement funding to make the private facility available to the public for purposes of emergency shelter at no cost to the local government for a minimum of 10 years after completion of the improvement, with the provision that the obligation will transfer to any subsequent owner until the end of the minimum period.

e. Any land acquisition expenditure for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing. The local government or special district may enter into a ground lease with a public or private person

or entity for nominal or other consideration for the construction of the residential housing project on land acquired pursuant to this sub-subparagraph.

2. For the purposes of this paragraph, the term "energy efficiency improvement" means any energy conservation and efficiency improvement that reduces consumption through conservation or a more efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to, air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; installation of solar panels; building modifications to increase the use of daylight or shade; replacement of windows; installation of energy controls or energy recovery systems; installation of electric vehicle charging equipment; installation of systems for natural gas fuel as defined in s. 206.9951; and installation of efficient lighting equipment.

3. Notwithstanding any other provision of this subsection, a local government infrastructure surtax imposed or extended after July 1, 1998, may allocate up to 15 percent of the surtax proceeds for deposit into a trust fund within the county's accounts created for the purpose of funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development. The ballot statement must indicate the intention to make an allocation under the authority of this subparagraph.

(e) School districts, counties, and municipalities receiving proceeds under the provisions of this subsection may pledge such proceeds for the purpose of servicing new bond indebtedness incurred pursuant to law. Local governments may use the services of the Division of Bond Finance of the State Board of Administration pursuant to the State Bond Act to issue any bonds through the provisions of this subsection. Counties and municipalities may join together for the issuance of bonds authorized by this subsection.

(f)1. Notwithstanding paragraph (d), a county that has a population of 50,000 or less on April 1, 1992, or any county designated as an area of critical state concern on the effective date of this act, and that imposed the surtax before July 1, 1992, may use the proceeds and interest of the surtax for any public purpose if:

a. The debt service obligations for any year are met;

b. The county's comprehensive plan has been determined to be in compliance with part II of chapter 163; and

c. The county has adopted an amendment to the surtax ordinance pursuant to the procedure provided in s. 125.66 authorizing additional uses of the surtax proceeds and interest.

2. A municipality located within a county that has a population of 50,000 or less on April 1, 1992, or within a county designated as an area of critical state concern on the effective date of this act, and that imposed the surtax before July 1, 1992, may not use the proceeds and interest of the surtax for any purpose other than an infrastructure purpose authorized in paragraph (d) unless the municipality's comprehensive plan has been determined to be in compliance with part II of chapter 163 and the municipality has adopted an amendment to its surtax ordinance or resolution pursuant to the procedure provided in s. 166.041 authorizing additional uses of the surtax proceeds and interest. Such municipality may expend the surtax proceeds and interest for any public purpose authorized in the amendment.

3. Those counties designated as an area of critical state concern which qualify to use the surtax for any public purpose may use only up to 10 percent of the surtax proceeds for any public purpose other than for infrastructure purposes authorized by this section. A county that was designated as an area of critical state concern for at least 20 consecutive years

prior to removal of the designation, and that qualified to use the surtax for any public purpose at the time of the removal of the designation, may continue to use up to 10 percent of the surtax proceeds for any public purpose other than for infrastructure purposes for 20 years following removal of the designation, notwithstanding subparagraph (a)2. After expiration of the 20-year period, a county may continue to use up to 10 percent of the surtax proceeds for any public purpose other than for infrastructure if the county adopts an ordinance providing for such continued use of the surtax proceeds.

(g) Notwithstanding paragraph (d), a county having a population greater than 75,000 in which the taxable value of real property is less than 60 percent of the just value of real property for ad valorem tax purposes for the tax year in which an infrastructure surtax referendum is placed before the voters, and the municipalities within such a county, may use the proceeds and interest of the surtax for operation and maintenance of parks and recreation programs and facilities established with the proceeds of the surtax throughout the duration of the surtax levy or while interest earnings accruing from the proceeds of the surtax are available for such use, whichever period is longer.

(h) Notwithstanding any other provision of this section, a county shall not levy local option sales surtaxes authorized in this subsection and subsections (3), (4), and (5) in excess of a combined rate of 1 percent.

(3) SMALL COUNTY SURTAX.—

(a) The governing authority in each county that has a population of 50,000 or less on April 1, 1992, may levy a discretionary sales surtax of 0.5 percent or 1 percent. The levy of the surtax shall be pursuant to ordinance enacted by an extraordinary vote of the members of the county governing authority if the surtax revenues are expended for operating purposes. If the surtax revenues are expended for the purpose of servicing bond indebtedness, the surtax shall be approved by a majority of the electors of the county voting in a referendum on the surtax.

(b) A statement that includes a brief general description of the projects to be funded by the surtax and conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing authority of any county that enacts an ordinance calling for a referendum on the levy of the surtax for the purpose of servicing bond indebtedness. The following question shall be placed on the ballot:

FOR the	-cent sales tax
AGAINST the	-cent sales tax

(c) Pursuant to s. 212.054(4), the proceeds of the surtax levied under this subsection shall be distributed to the county and the municipalities within the county in which the surtax was collected, according to:

1. An interlocal agreement between the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population, which agreement may include a school district with the consent of the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population; or

2. If there is no interlocal agreement, according to the formula provided in s. 218.62.

Any change in the distribution formula shall take effect on the first day of any month that begins at least 60 days after written notification of that change has been made to the department.

(d)1. If the surtax is levied pursuant to a referendum, the proceeds of the surtax and any interest accrued thereto may be expended by the school district or within the county and municipalities within the county, or, in the case of a negotiated joint county agreement, within another county, for the purpose of servicing bond indebtedness to finance, plan, and construct infrastructure and to acquire land for public recreation or conservation or protection of natural resources. However, if the surtax is levied pursuant to an ordinance approved by an extraordinary vote of the members of the county governing authority, the proceeds and any interest accrued thereto may be used for operational expenses of any infrastructure or for any public purpose authorized in the ordinance under which the surtax is levied.

2. For the purposes of this paragraph, "infrastructure" means any fixed capital expenditure or fixed capital costs associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years and any land acquisition, land improvement, design, and engineering costs related thereto.

(e) A school district, county, or municipality that receives proceeds under this subsection following a referendum may pledge the proceeds for the purpose of servicing new bond indebtedness incurred pursuant to law. Local governments may use the services of the Division of Bond Finance pursuant to the State Bond Act to issue any bonds through the provisions of this subsection. A jurisdiction may not issue bonds pursuant to this subsection more frequently than once per year. A county and municipality may join together to issue bonds authorized by this subsection.

(f) Notwithstanding any other provision of this section, a county shall not levy local option sales surtaxes authorized in this subsection and subsections (2), (4), and (5) in excess of a combined rate of 1 percent.

(4) INDIGENT CARE AND TRAUMA CENTER SURTAX.—

(a)1. The governing body in each county the government of which is not consolidated with that of one or more municipalities, which has a population of at least 800,000 residents and is not authorized to levy a surtax under subsection (5), may levy, pursuant to an ordinance either approved by an extraordinary vote of the governing body or conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum, a discretionary sales surtax at a rate that may not exceed 0.5 percent.

2. If the ordinance is conditioned on a referendum, a statement that includes a brief and general description of the purposes to be funded by the surtax and that conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing body of the county. The following questions shall be placed on the ballot:

FOR THE. . . .CENTS TAX
AGAINST THE. . . .CENTS TAX

3. The ordinance adopted by the governing body providing for the imposition of the surtax shall set forth a plan for providing health care services to qualified residents, as defined in subparagraph 4. Such plan and subsequent amendments to it shall fund a broad range of health care services for both indigent persons and the medically poor, including, but not limited to, primary care and preventive care as well as hospital care. The plan must also address the services to be provided by the Level I trauma center. It shall emphasize a continuity of care in the most cost-effective setting, taking into consideration both a high quality of care and geographic access. Where consistent with these objectives, it shall include, without limitation, services rendered by physicians, clinics, community hospitals, mental health centers, and alternative delivery sites, as well as at least one regional referral hospital where appropriate. It shall provide that agreements negotiated between the county

and providers, including hospitals with a Level I trauma center, will include reimbursement methodologies that take into account the cost of services rendered to eligible patients, recognize hospitals that render a disproportionate share of indigent care, provide other incentives to promote the delivery of charity care, promote the advancement of technology in medical services, recognize the level of responsiveness to medical needs in trauma cases, and require cost containment including, but not limited to, case management. It must also provide that any hospitals that are owned and operated by government entities on May 21, 1991, must, as a condition of receiving funds under this subsection, afford public access equal to that provided under s. 286.011 as to meetings of the governing board, the subject of which is budgeting resources for the rendition of charity care as that term is defined in the Florida Hospital Uniform Reporting System (FHURS) manual referenced in s. 408.07. The plan shall also include innovative health care programs that provide cost-effective alternatives to traditional methods of service delivery and funding.

4. For the purpose of this paragraph, the term "qualified resident" means residents of the authorizing county who are:

a. Qualified as indigent persons as certified by the authorizing county;

b. Certified by the authorizing county as meeting the definition of the medically poor, defined as persons having insufficient income, resources, and assets to provide the needed medical care without using resources required to meet basic needs for shelter, food, clothing, and personal expenses; or not being eligible for any other state or federal program, or having medical needs that are not covered by any such program; or having insufficient third-party insurance coverage. In all cases, the authorizing county is intended to serve as the payor of last resort; or

c. Participating in innovative, cost-effective programs approved by the authorizing county.

5. Moneys collected pursuant to this paragraph remain the property of the state and shall be distributed by the Department of Revenue on a regular and periodic basis to the clerk of the circuit court as ex officio custodian of the funds of the authorizing county. The clerk of the circuit court shall:

a. Maintain the moneys in an indigent health care trust fund;

b. Invest any funds held on deposit in the trust fund pursuant to general law;

c. Disburse the funds, including any interest earned, to any provider of health care services, as provided in subparagraphs 3. and 4., upon directive from the authorizing county. However, if a county has a population of at least 800,000 residents and has levied the surtax authorized in this paragraph, notwithstanding any directive from the authorizing county, on October 1 of each calendar year, the clerk of the court shall issue a check in the amount of $6.5 million to a hospital in its jurisdiction that has a Level I trauma center or shall issue a check in the amount of $3.5 million to a hospital in its jurisdiction that has a Level I trauma center if that county enacts and implements a hospital lien law in accordance with chapter 98-499, Laws of Florida. The issuance of the checks on October 1 of each year is provided in recognition of the Level I trauma center status and shall be in addition to the base contract amount received during fiscal year 1999-2000 and any additional amount negotiated to the base contract. If the hospital receiving funds for its Level I trauma center status requests such funds to be used to generate federal matching funds under Medicaid, the clerk of the court shall instead issue a check to the Agency for Health Care Administration to accomplish that purpose to the extent that it is allowed through the General Appropriations Act; and

d. Prepare on a biennial basis an audit of the trust fund specified in sub-subparagraph a. Commencing February 1, 2004, such audit shall be delivered to the governing body and to the chair of the legislative delegation of each authorizing county.

6. Notwithstanding any other provision of this section, a county shall not levy local option sales surtaxes authorized in this paragraph and subsections (2) and (3) in excess of a combined rate of 1 percent.

(b) Notwithstanding any other provision of this section, the governing body in each county the government of which is not consolidated with that of one or more municipalities and which has a population of less than 800,000 residents, may levy, by ordinance subject to approval by a majority of the electors of the county voting in a referendum, a discretionary sales surtax at a rate that may not exceed 0.25 percent for the sole purpose of funding trauma services provided by a trauma center licensed pursuant to chapter 395.

1. A statement that includes a brief and general description of the purposes to be funded by the surtax and that conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing body of the county. The following shall be placed on the ballot:

FOR THE. . . .CENTS TAX
AGAINST THE. . . .CENTS TAX

2. The ordinance adopted by the governing body of the county providing for the imposition of the surtax shall set forth a plan for providing trauma services to trauma victims presenting in the trauma service area in which such county is located.

3. Moneys collected pursuant to this paragraph remain the property of the state and shall be distributed by the Department of Revenue on a regular and periodic basis to the clerk of the circuit court as ex officio custodian of the funds of the authorizing county. The clerk of the circuit court shall:

a. Maintain the moneys in a trauma services trust fund.

b. Invest any funds held on deposit in the trust fund pursuant to general law.

c. Disburse the funds, including any interest earned on such funds, to the trauma center in its trauma service area, as provided in the plan set forth pursuant to subparagraph 2., upon directive from the authorizing county. If the trauma center receiving funds requests such funds be used to generate federal matching funds under Medicaid, the custodian of the funds shall instead issue a check to the Agency for Health Care Administration to accomplish that purpose to the extent that the agency is allowed through the General Appropriations Act.

d. Prepare on a biennial basis an audit of the trauma services trust fund specified in sub-subparagraph a., to be delivered to the authorizing county.

4. A discretionary sales surtax imposed pursuant to this paragraph shall expire 4 years after the effective date of the surtax, unless reenacted by ordinance subject to approval by a majority of the electors of the county voting in a subsequent referendum.

5. Notwithstanding any other provision of this section, a county shall not levy local option sales surtaxes authorized in this paragraph and subsections (2) and (3) in excess of a combined rate of 1 percent.

(5) COUNTY PUBLIC HOSPITAL SURTAX.—Any county as defined in s. 125.011(1) may levy the surtax authorized in this subsection pursuant to an ordinance either approved by extraordinary vote of the county commission or conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum. In a county as defined in s. 125.011(1), for the purposes of this subsection, "county public

general hospital" means a general hospital as defined in s. 395.002 which is owned, operated, maintained, or governed by the county or its agency, authority, or public health trust.

(a) The rate shall be 0.5 percent.

(b) If the ordinance is conditioned on a referendum, the proposal to adopt the county public hospital surtax shall be placed on the ballot in accordance with law at a time to be set at the discretion of the governing body. The referendum question on the ballot shall include a brief general description of the health care services to be funded by the surtax.

(c) Proceeds from the surtax shall be:

1. Deposited by the county in a special fund, set aside from other county funds, to be used only for the operation, maintenance, and administration of the county public general hospital; and

2. Remitted promptly by the county to the agency, authority, or public health trust created by law which administers or operates the county public general hospital.

(d) Except as provided in subparagraphs 1. and 2., the county must continue to contribute each year an amount equal to at least 80 percent of that percentage of the total county budget appropriated for the operation, administration, and maintenance of the county public general hospital from the county's general revenues in the fiscal year of the county ending September 30, 1991:

1. Twenty-five percent of such amount must be remitted to a governing board, agency, or authority that is wholly independent from the public health trust, agency, or authority responsible for the county public general hospital, to be used solely for the purpose of funding the plan for indigent health care services provided for in paragraph (e);

2. However, in the first year of the plan, a total of $10 million shall be remitted to such governing board, agency, or authority, to be used solely for the purpose of funding the plan for indigent health care services provided for in paragraph (e), and in the second year of the plan, a total of $15 million shall be so remitted and used.

(e) A governing board, agency, or authority shall be chartered by the county commission upon this act becoming law. The governing board, agency, or authority shall adopt and implement a health care plan for indigent health care services. The governing board, agency, or authority shall consist of no more than seven and no fewer than five members appointed by the county commission. The members of the governing board, agency, or authority shall be at least 18 years of age and residents of the county. No member may be employed by or affiliated with a health care provider or the public health trust, agency, or authority responsible for the county public general hospital. The following community organizations shall each appoint a representative to a nominating committee: the South Florida Hospital and Healthcare Association, the Miami-Dade County Public Health Trust, the Dade County Medical Association, the Miami-Dade County Homeless Trust, and the Mayor of Miami-Dade County. This committee shall nominate between 10 and 14 county citizens for the governing board, agency, or authority. The slate shall be presented to the county commission and the county commission shall confirm the top five to seven nominees, depending on the size of the governing board. Until such time as the governing board, agency, or authority is created, the funds provided for in subparagraph (d)2. shall be placed in a restricted account set aside from other county funds and not disbursed by the county for any other purpose.

1. The plan shall divide the county into a minimum of four and maximum of six service areas, with no more than one participant hospital per service area. The county public

general hospital shall be designated as the provider for one of the service areas. Services shall be provided through participants' primary acute care facilities.

2. The plan and subsequent amendments to it shall fund a defined range of health care services for both indigent persons and the medically poor, including primary care, preventive care, hospital emergency room care, and hospital care necessary to stabilize the patient. For the purposes of this section, "stabilization" means stabilization as defined in s. 397.311(41). Where consistent with these objectives, the plan may include services rendered by physicians, clinics, community hospitals, and alternative delivery sites, as well as at least one regional referral hospital per service area. The plan shall provide that agreements negotiated between the governing board, agency, or authority and providers shall recognize hospitals that render a disproportionate share of indigent care, provide other incentives to promote the delivery of charity care to draw down federal funds where appropriate, and require cost containment, including, but not limited to, case management. From the funds specified in subparagraphs (d)1. and 2. for indigent health care services, service providers shall receive reimbursement at a Medicaid rate to be determined by the governing board, agency, or authority created pursuant to this paragraph for the initial emergency room visit, and a per-member per-month fee or capitation for those members enrolled in their service area, as compensation for the services rendered following the initial emergency visit. Except for provisions of emergency services, upon determination of eligibility, enrollment shall be deemed to have occurred at the time services were rendered. The provisions for specific reimbursement of emergency services shall be repealed on July 1, 2001, unless otherwise reenacted by the Legislature. The capitation amount or rate shall be determined prior to program implementation by an independent actuarial consultant. In no event shall such reimbursement rates exceed the Medicaid rate. The plan must also provide that any hospitals owned and operated by government entities on or after the effective date of this act must, as a condition of receiving funds under this subsection, afford public access equal to that provided under s. 286.011 as to any meeting of the governing board, agency, or authority the subject of which is budgeting resources for the retention of charity care, as that term is defined in the rules of the Agency for Health Care Administration. The plan shall also include innovative health care programs that provide cost-effective alternatives to traditional methods of service and delivery funding.

3. The plan's benefits shall be made available to all county residents currently eligible to receive health care services as indigents or medically poor as defined in paragraph (4)(d).

4. Eligible residents who participate in the health care plan shall receive coverage for a period of 12 months or the period extending from the time of enrollment to the end of the current fiscal year, per enrollment period, whichever is less.

5. At the end of each fiscal year, the governing board, agency, or authority shall prepare an audit that reviews the budget of the plan, delivery of services, and quality of services, and makes recommendations to increase the plan's efficiency. The audit shall take into account participant hospital satisfaction with the plan and assess the amount of poststabilization patient transfers requested, and accepted or denied, by the county public general hospital.

(f) Notwithstanding any other provision of this section, a county may not levy local option sales surtaxes authorized in this subsection and subsections (2) and (3) in excess of a combined rate of 1 percent.

(6) SCHOOL CAPITAL OUTLAY SURTAX.—

(a) The school board in each county may levy, pursuant to resolution conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum, a discretionary sales surtax at a rate that may not exceed 0.5 percent.

(b) The resolution shall include a statement that provides a brief and general description of the school capital outlay projects to be funded by the surtax. The statement shall conform to the requirements of s. 101.161 and shall be placed on the ballot by the governing body of the county. The following question shall be placed on the ballot:

FOR THE	CENTS TAX
AGAINST THE	CENTS TAX

(c) The resolution providing for the imposition of the surtax shall set forth a plan for use of the surtax proceeds for fixed capital expenditures or fixed capital costs associated with the construction, reconstruction, or improvement of school facilities and campuses which have a useful life expectancy of 5 or more years, and any land acquisition, land improvement, design, and engineering costs related thereto. Additionally, the plan shall include the costs of retrofitting and providing for technology implementation, including hardware and software, for the various sites within the school district. Surtax revenues may be used for the purpose of servicing bond indebtedness to finance projects authorized by this subsection, and any interest accrued thereto may be held in trust to finance such projects. Neither the proceeds of the surtax nor any interest accrued thereto shall be used for operational expenses.

(d) Surtax revenues collected by the Department of Revenue pursuant to this subsection shall be distributed to the school board imposing the surtax in accordance with law.

(7) VOTER-APPROVED INDIGENT CARE SURTAX.—

(a)1. The governing body in each county that has a population of fewer than 800,000 residents may levy an indigent care surtax pursuant to an ordinance conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum. The surtax may be levied at a rate not to exceed 0.5 percent, except that if a publicly supported medical school is located in the county, the rate shall not exceed 1 percent.

2. Notwithstanding subparagraph 1., the governing body of any county that has a population of fewer than 50,000 residents may levy an indigent care surtax pursuant to an ordinance conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum. The surtax may be levied at a rate not to exceed 1 percent.

(b) A statement that includes a brief and general description of the purposes to be funded by the surtax and that conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing body of the county. The following questions shall be placed on the ballot:

FOR THE. . . .CENTS TAX
AGAINST THE. . . .CENTS TAX

(c)1. The ordinance adopted by the governing body providing for the imposition of the surtax must set forth a plan for providing health care services to qualified residents, as defined in paragraph (d). The plan and subsequent amendments to it shall fund a broad range of health care services for indigent persons and the medically poor, including, but not limited to, primary care and preventive care, as well as hospital care. It shall emphasize a continuity of care in the most cost-effective setting, taking into consideration a high quality of care and geographic access. Where consistent with these objectives, it shall include, without limitation, services rendered by physicians, clinics, community hospitals, mental health centers, and alternative delivery sites, as well as at least one regional referral

hospital where appropriate. It shall provide that agreements negotiated between the county and providers shall include reimbursement methodologies that take into account the cost of services rendered to eligible patients, recognize hospitals that render a disproportionate share of indigent care, provide other incentives to promote the delivery of charity care, and require cost containment, including, but not limited to, case management. The plan must also include innovative health care programs that provide cost-effective alternatives to traditional methods of service delivery and funding.

2. In addition to the uses specified or services required to be provided under this subsection, the ordinance adopted by a county that has a population of fewer than 50,000 residents may pledge surtax proceeds to service new or existing bond indebtedness incurred to finance, plan, construct, or reconstruct a public or not-for-profit hospital in such county and any land acquisition, land improvement, design, or engineering costs related to such hospital, if the governing body of the county determines that a public or not-for-profit hospital existing at the time of issuance of the bonds authorized under this subparagraph would, more likely than not, otherwise cease to operate. The plan required under this paragraph may, by an extraordinary vote of the governing body of such county, provide that some or all of the surtax revenues and any interest earned must be expended for the purpose of servicing such bond indebtedness. Such county may also use the services of the Division of Bond Finance of the State Board of Administration pursuant to the State Bond Act to issue bonds under this subparagraph. A jurisdiction may not issue bonds under this subparagraph more frequently than once per year. Any county that has a population of fewer than 50,000 residents at the time any bonds authorized in this subparagraph are issued retains the authority granted under this subparagraph throughout the terms of such bonds, including the term of any refinancing bonds, regardless of any subsequent increase in population which would result in such county having 50,000 or more residents.

(d) For the purpose of this subsection, the term "qualified residents" means residents of the authorizing county who are:

1. Qualified as indigent persons as certified by the authorizing county;

2. Certified by the authorizing county as meeting the definition of the medically poor, defined as persons having insufficient income, resources, and assets to provide the needed medical care without using resources required to meet basic needs for shelter, food, clothing, and personal expenses; not being eligible for any other state or federal program or having medical needs that are not covered by any such program; or having insufficient third-party insurance coverage. In all cases, the authorizing county shall serve as the payor of last resort; or

3. Participating in innovative, cost-effective programs approved by the authorizing county.

(e) Moneys collected pursuant to this subsection remain the property of the state and shall be distributed by the Department of Revenue on a regular and periodic basis to the clerk of the circuit court as ex officio custodian of the funds of the authorizing county. The clerk of the circuit court shall:

1. Maintain the moneys in an indigent health care trust fund.

2. Invest any funds held on deposit in the trust fund pursuant to general law.

3. Disburse the funds, including any interest earned, to any provider of health care services, as provided in paragraphs (c) and (d), upon directive from the authorizing county.

4. Disburse the funds, including any interest earned, to service any bond indebtedness authorized in this subsection upon directive from the authorizing county, which directive may be irrevocably given at the time the bond indebtedness is incurred.

(f) Notwithstanding any other provision of this section, a county may not levy local option sales surtaxes authorized in this subsection and subsections (2) and (3) in excess of a combined rate of 1 percent or, if a publicly supported medical school is located in the county or the county has a population of fewer than 50,000 residents, in excess of a combined rate of 1.5 percent.

(8) EMERGENCY FIRE RESCUE SERVICES AND FACILITIES SURTAX.—

(a) The governing authority of a county, other than a county that has imposed two separate discretionary surtaxes without expiration, may, by ordinance, levy a discretionary sales surtax of up to 1 percent for emergency fire rescue services and facilities as provided in this subsection. As used in this subsection, the term "emergency fire rescue services" includes, but is not limited to, preventing and extinguishing fires; protecting and saving life and property from fires or natural or intentional acts or disasters; enforcing municipal, county, or state fire prevention codes and laws pertaining to the prevention and control of fires; and providing prehospital emergency medical treatment.

(b) Upon the adoption of the ordinance, the levy of the surtax must be placed on the ballot by the governing authority of the county enacting the ordinance. The ordinance will take effect if approved by a majority of the electors of the county voting in a referendum held for such purpose. The referendum shall be placed on the ballot of a regularly scheduled election. The ballot for the referendum must conform to the requirements of s. 101.161.

(c) Pursuant to s. 212.054(4), the proceeds of the discretionary sales surtax collected under this subsection, less an administrative fee that may be retained by the Department of Revenue, shall be distributed by the department to the county. The county shall distribute the proceeds it receives from the department to each local government entity providing emergency fire rescue services in the county. The surtax proceeds, less an administrative fee not to exceed 2 percent of the surtax collected, shall be distributed by the county based on each entity's average annual expenditures for fire control and emergency fire rescue services in the 5 fiscal years preceding the fiscal year in which the surtax takes effect in proportion to the average annual total of the expenditures for such entities in the 5 fiscal years preceding the fiscal year in which the surtax takes effect. The county shall revise the distribution proportions to reflect a change in the service area of an entity receiving a distribution of the surtax proceeds. If an entity declines its share of surtax revenue, such revenue shall be redistributed proportionally to the entities that are participating in the sharing of such revenue based on each participating entity's average annual expenditures for fire control and emergency fire rescue services in the preceding 5 fiscal years in proportion to the average annual total of the expenditures for the participating entities in the preceding 5 fiscal years.

(d) If a local government entity requests personnel or equipment from any other service provider on a long-term basis and the personnel or equipment is provided, the local government entity providing the service is entitled to payment from the requesting service provider from that provider's share of the surtax proceeds for all costs of the equipment or personnel.

(e) Upon the surtax taking effect and initiation of collections, each local government entity receiving a share of surtax proceeds shall reduce the ad valorem tax levy or any non-ad valorem assessment for fire control and emergency rescue services in its next and subsequent budgets by the estimated amount of revenue provided by the surtax.

(f) Use of surtax proceeds authorized under this subsection does not relieve a local government entity from complying with chapter 200 and any related provision of law that establishes millage caps or limits undesignated budget reserves and procedures for establishing rollback rates for ad valorem taxes and budget adoption. If surtax collections

exceed projected collections in any fiscal year, any surplus distribution shall be used to further reduce ad valorem taxes in the next fiscal year. These proceeds shall be applied as a rebate to the final millage, after the TRIM notice is completed in accordance with this provision. If a local government entity receiving a share of the surtax is unable to further reduce ad valorem taxes because the millage rate is zero, the funds shall be applied to reduce any non-ad valorem assessments levied for the purposes described in this section. If no ad valorem or non-ad valorem reduction is possible, the surplus surtax collections shall be returned to the county, and the county shall reduce the county millage rates to offset the surplus surtax proceeds.

(g) Surtax collections shall be initiated on January 1 of the year following a successful referendum in order to coincide with s. 212.054(5).

(h) Notwithstanding s. 212.054, if a multicounty independent special district created pursuant to chapter 67-764, Laws of Florida, levies ad valorem taxes on district property to fund emergency fire rescue services within the district and is required by s. 2, Art. VII of the State Constitution to maintain a uniform ad valorem tax rate throughout the district, the county may not levy the discretionary sales surtax authorized by this subsection within the boundaries of the district.

White paper on the financial impacts to Monroe County residents of the Emergency Fire Rescue Services and Facilities Surtax

Introduction

Monroe County is unique in many ways, including its geography and economy. The county is sparsely populated over a string of islands 120 miles in length. This presents cost challenges in providing fire and rescue protection services. Insurance discounts favor all properties that are within 5 miles of a fire station. With Monroe County's geography and population densities, this results in relatively few properties supporting the cost of each fire/rescue facility.

Florida Statute 212.055(8) enables counties to adopt a discretionary sales surtax of up to one percent to help fund emergency fire and rescue services, subject to approval by a majority of qualified electors in a referendum. The statute requires any local government that receives surtax revenues to lower its ad valorem tax levy and non-ad valorem assessments by the same amount.

Like its geography, Monroe County is unique among Florida counties as to its economy. Monroe County's economy is far more dependent on tourism than that of any other Florida county. It is estimated that in excess of 60% of all Monroe County sales tax revenues are generated by tourists and visitors.

While the cost burden on property owners to fund fire rescue services is unusually high due to the unique geographic factors, the capacity to provide fire/rescue services to the roughly 4 million visitors must still be in place. The visitors pay little for these necessary services. Adoption of the Emergency Fire Rescue Services and Facilities Surtax will shift the cost burden of funding fire/rescue services from the current status of essentially 100% residents / 0% visitors to a ratio of roughly 40% residents / 60% visitors.

Financial Impacts

Adoption of the Fire/Rescue surtax will impact Monroe County residents in two ways. The surtax will result in a reduction in property taxes for all property owners. At the same time, all residents will pay more in sales taxes.

The tables below summarize the 2014 financial impact on property owners in each of the 8 taxing districts within Monroe County. The following assumptions were used.

- Assessed value of $350,000
- One percent sales tax generates $34 million countywide
- Countywide fire/rescue spending equals $29 million
- Ambulance revenues of $3 million are offset against fire/rescue spending

District	Total Millage	Fire/Rescue or Municipal Millage	Fire/Rescue or Municipal Tax	Fire/Rescue Portion of Muni Tax (%)*	Fire/Rescue Tax
Unincorp MC	10.1055	2.1403	$ 749	N/A	$ 749
Ocean Reef	7.9652	0	0	N/A	0
Key Largo	8.7875	.8223	$ 288	N/A	$ 288
Islamorada	10.0282	2.6459	$ 926	56 %	$ 519
Layton	12.1149	2.1403	$ 749	N/A	$ 749
Key Colony Bch	9.6336	2.2513	$ 788	42 %	$ 331
Marathon	9.6823	2.3000	$ 805	70 %	$ 564
Key West	9.9731	2.5908	$ 907	55 %	$ 499

* For Islamorada, Marathon and Key West, percentages determined by analysis of Annual Finance Reports filed with the State CFO, per FL Statute 218. Key Colony Beach contracts with the City of Marathon for fire/rescue services. Current fee is $550,000 per year, or approximately 42% of ad valorem levy.

The statue defines a distribution formula for the surtax revenues based upon the average of five years historical spending on fire/rescue services in each district. A complete analysis of the ultimate financial impact on each property owner is not possible due to unclear statute language.

The Emergency Fire Rescue Services and Facilities Surtax statue requires any excess revenues generated by the tax that exceed projected collections to be used to further reduce ad valorem taxes in the next fiscal year. The statute does not define the projection to use. The DOR does publish projections but the statute does not mandate the use of this projection. Nor does the statute address the situation where projected collections exceed aggregate county-wide fire/rescue expenditures. For Monroe County, projected collections will materially exceed budgeted expenditures but, as the statute is written, the disposition of these excess funds cannot be determined.

The final piece of the financial impact on the residents of Monroe County by the adoption of the fire/rescue surtax is the added sales tax burden. The IRS publishes tables showing the average sales tax paid per wage bracket. Using the median household income for Monroe County[1] of $54,000 as an example, this household will pay approximately $125 in additional sales taxes per year as a result of the adoption of the surtax.

Although we cannot determine the ultimate financial impact of property owners in Monroe County, the adoption of the fire/rescue surtax does result in a significant financial benefit for virtually all property owners in Monroe County. Ocean Reef is a special situation. Their fire rescue services are funded entirely by donations and charges for service. Also, since they are not a governmental entity, they would not be eligible for a direct distribution of the surtax revenues. Property owners in Ocean Reef will benefit from a reduction in county-wide millage. Since the average property value in Ocean Reef is high relative to the rest of the County, this financial benefit will not be negligible.

Madok, Kevin – Sr. Director of Strategic Planning
Monroe County BOCC
Key West, Florida
White paper on the financial impacts to Monroe County residents of the Emergency Fire Rescue Services and Facilities Surtax
December, 2015
Revised January, 2016

[1] U.S. Census Bureau; American Factfinder

MEMORANDUM

Office of the Monroe County Attorney

TO: Bob Shillinger, County Attorney

FROM: Cynthia L. Hall, Assistant County Attorney CH

DATE: June 17, 2015

SUBJECT: Fire Rescue Surtax

This memo provides information regarding the procedure by which Monroe County could adopt a fire rescue surtax in accordance with Section 212.055(8), Fla. Stat., as amended by HB 209 in the 2015 session of the Florida legislature.[1]

1. Overview of the Surtax

The Emergency Fire Rescue Services and Facilities Surtax ("Surtax") was originally authorized in 2009 via Ch. 2009-182, Laws of Florida, and is now codified in Section 212.055(8). The Surtax may be levied at the rate of up to one cent pursuant to an ordinance enacted by a majority vote of the county's governing body, subsequently approved by voters in a countywide referendum during a regularly scheduled election. The Surtax may only be levied by a county that not yet imposed two separate discretionary surtaxes without expiration.[2] (Section 212.055(8)(a)-(b), Fla. Stat.)

Section 212.055(8) was amended by the Florida legislature in the 2015 session via HB 209. The bill was presented to the Governor on June 1, 2015 and signed into law on June 16, 2015.

The key points of the surtax are as follows:

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[1] HB 209 was passed with amendments by both the House and the Senate in April 2015 and signed into law by the Governor on June 16, 2015 . The effective date of the bill is July 1, 2015.

[2] According to the Florida Department of Revenue, a total of 65 counties are currently eligible to levy the Surtax. *See* 2015LDSSrates.xls, available at: http://edr.state.fl.us/Content/revenues/index.cfm; *see also* Office of Economic and Demographic Research, *2014 Local Government Financial Information Handbook*, at p. 193. According to the same source, no counties have levied the surtax so far. However, one county (Duval) has passed an ordinance and Managing Deputy General Counsel Margaret Sidman advises that the county is ready to place a referendum on the ballot for a general election.

Monroe County currently levies a one-cent local government infrastructure surtax per F.S. 212.055(2), with an expiration date of December 31, 2033. In addition, the local school district levies a half-penny school district surtax per F.S. 212.055(6), with a December 31, 2026 expiration. http://edr.state.fl.us/Content/local-government/data/county-municipal/2015LDSSrates.pdf.

- Funds raised through the Surtax can be used for fire emergency medical services and facilities (note however that the term "facilities" is not defined in the statute);[3]
- The surtax must be approved in a referendum in a regularly scheduled general election;[4]
- HB 209 dispensed with the need for the ILA between participating jurisdictions, previously required by F.S. 212.055(8). The proceeds must now be distributed according to a statutory formula;[5] and
- Ad valorem taxes and non-ad valorem assessments must be reduced in the participating jurisdictions by the same estimated amount of revenue to be raised by the surtax.

2. Referendum

The Surtax can be collected beginning on January 1 of the year following a successful referendum. Section 212.055(8)(i).

The referendum must be placed on a ballot of a regularly scheduled election. (Section 212.055(8)(b).) The next three county-wide upcoming regularly scheduled elections[6] are:

Presidential Preference Primary Election	March 15, 2016
Primary Election.....	August 30, 2016
General Election.....	November 8, 2016

The ballot for the referendum must meet the following requirements from Section 101.61, Fla. Stat.: a ballot title of no more than 15 words and a ballot summary of no more than 75 words.[7] The Supervisor of Elections advises that the ballot title and ballot summary should be submitted to her office by no later than **December 18, 2015**, for the March 2016 election.

The ordinance passed by the BOCC will take effect if the levy is approved by a majority of electors voting in the referendum.

3. Distribution of Proceeds

The proceeds of the Surtax will be distributed by the Department of Revenue, less an administrative fee that may be retained by the Department. The county must distribute the net proceeds to the participating jurisdictions. The county may charge an administrative fee for

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[3] Section 212.055(8)(a), F.S.
[4] Section 212.055(8)(b), F.S.
[5] Section 212.055(8)(c), F.S.
[6] http://www.keys-elections.org/Upcoming-Elections; http://election.dos.state.fl.us/calendar/elecdate.shtml.
[7] For a referendum, the requirements are (a) a ballot title not more than 15 words in length, and (b) a ballot summary not more than 75 words in length, printed in clear and unambiguous language, which has also been incorporated within the enabling ordinance, followed by the words "yes" and "no," with "yes" meaning approval and "no" meaning rejection.

receiving and distributing the Surtax in the amount of actual costs incurred, not to exceed 2% of surtax collected.[8]

Each participating jurisdiction receives a share of the Surtax equal to its average annual expenditures for fire rescue services over the past 5 years divided by the total of expenditures by all participating jurisdictions.

Each jurisdiction receiving a share of the surtax proceeds must reduce its ad valorem taxes by estimated amount to be raised through the surtax. If the local government entity is unable to reduce its ad valorem taxes because its millage rate is zero, then it must reduce any non-ad valorem assessments raising funds for the same fire rescue/EMS purpose by the same amount in each budget year in which it receives the surtax. If neither ad valorem taxes nor non-ad valorem assessments can be reduced, the local government entity must return the surtax, and the county will reduce the county millage rates to offset the surplus surtax proceeds.[9]

HB 209 adds new language clarifying that if a participating jurisdiction declines its share of the Surtax proceeds, the remainder is distributed proportionately to the remaining entities.

4. Ordinance and Notice to DOR

The governing body enacting the ordinance must comply with Section 125.66(2), Fla Stat. This requires notice of at least 10 days in a newspaper of general circulation. The county levying the Surtax must notify the Department of Revenue of the Surtax within ten (10) days within final adoption by ordinance or referendum, but no later than November 16 prior to the effective date (i.e., one week after the last general election of the year). The notice to DOR must specify the time period within which the Surtax will be in effect and the rate, and include a copy of the ordinance. Failure to provide the notice to DOR shall result in the delay of the effective date of the ordinance by one year.[10]

If the referendum is scheduled to be held after October 1, the county must notify DOR of the upcoming referendum by October 1. Failure to provide this advance notice will also result in the delay of the effective date by one year.[11]

5. Funds Raised Through the Surtax May Be Used for Emergency Fire Rescue Services and Facilities.

The permissible uses for the Surtax are *emergency fire rescue services* and *facilities*. The term "emergency fire rescue services" is defined in Section 212.055(8)(a):

> As used in this subsection, the term "emergency fire rescue services" includes, but is not limited to, preventing and extinguishing fires; protecting and saving life and

[8] Section 212.055(8)(c), Fla. Stat. HB 209 changes this to read "not to exceed 2 percent" (eliminating the "actual costs incurred" language).
[9] Section 212.055(8)(f), Fla. Stat.
[10] Section 212.054(7)(a), Fla. Stat.
[11] Section 212.054(7)(b), Fla. Stat.

property from fires or natural or intentional acts or disasters; enforcing municipal, county, or state fire prevention codes and laws pertaining to the prevention and control of fires; and providing prehospital emergency medical treatment.

The term "facilities" is not defined in Section 212.055(8). No cases or Attorney General opinions have reached this issue.

Other subsections of 212.055 use the word facilities. Subsection (2) of the statute (Local Government Infrastructure Surtax)[12] defines the term "infrastructure" to *include* facilities "as defined in Section 29.008 (Court-related functions)", in addition to other items.[13] Section 29.008 in turn defines the term "facilities" in an expansive way, which includes "reasonable and necessary buildings and office space and appurtenant equipment and furnishings, structures, real estate, easements, and related interests in real estate,. . .."

Similarly, subsection (3) ("Small County Surtax") states that the surtax may be used for the purpose of servicing bond indebtedness to finance, plan, and construction infrastructure or to acquire land for public recreation or for conservation or protection. Subsection (3) in turn defines "infrastructure" to mean capital expenditures or fixed capital costs associates with construction, reconstruction or improvement of public facilities; however, the subsection provides no further definition of the word "facilities."

Subsection (6) ("School Capital Outlay Surtax") states that the surtax can be levied for the construction, reconstruction, or improvement of "school facilities and campuses which have a useful life expectancy of 5 or more years, and any land acquisition, land improvement, design, and engineering costs related thereto." The subsection does not provide a definition of the term "facilities."

In the absence of a definition for the word "facility" within subsection (8), the Attorney General has opined that it is also acceptable to look to the use of the word in other statutes.[14] Within Chapter 163 (the Community Planning Act), the term is defined to mean "major capital improvements, including transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational facilities."[15] *See also* Section 163.3221(13), Fla. Stat. (same).

Thus, while the statute contains no precise definition of the term, and the legislative history does not discuss the term, it is more likely than not that the Surtax could capital

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[12] Monroe County currently levies the one-cent infrastructure surtax (subsection 2) and the half-cent school capital outlay surtax (subsection 6).

[13] In addition to "facilities as defined in Section 29.008," Section 212.055(2)(d)1. defines the term "infrastructure" to mean (a) fire department, EMS and law enforcement vehicles; (b) private facilities with a life expectancy of 5 years or more, where the owner agrees to make the building available for use during an emergency on a temporary basis; and (c) land acquisition for residential housing projects, where at least 30% of units are set aside as affordable housing.

[14] Fla. AGO 2007-51, 2007 WL 3357170 ("Recognizing that s. 212.055(2), Fla. Stat., did not contain a definition of 'public facilities,' this office in the opinion reviewed other statutes where the term is used and defined.").

[1515] Section 163.3164(38), F.S.

construction, furnishings, and possibly even land acquisition in additional to fire rescue and emergency medical services.

Monroe County, Florida, 2012

Household SURVIVAL Budget, Monroe County, Florida, 2012

	Single Adult	Married Couple	Adult, One Child	Adult, One Child Care	Two Adults, 2 Children	Two Adults, 2 Child Care
Housing	$946	$1,152	$1,152	$1,152	$1,419	$1,419
Childcare	0	0	$625	$625	$1,250	$1,250
Food	$176	$365	$355	$301	$609	$531
Transportation	$350	$437	$437	$437	$699	$699
Healthcare	$107	$213	$267	$267	$426	$426
Miscellaneous	$182	$245	$313	$307	$477	$469
Tax	$242	$283	$297	$293	$367	$368
Monthly Total	$2,002	$2,695	$3,440	$3,382	$5,248	$5,164
Annual Total	$24,020	$32,342	$41,282	$40,588	$62,981	$61,962

Note: One childcare refers to an infant; two childcare refers to one infant and one 4 year old.
For an additional infant add 14 percent; for an additional 4 year old add 7 percent; and for an additional child add 10 percent.
Sources: HUD, NACARRA, USDA, BLS, IRS and state treasury.

Household STABILITY Budget, Monroe County, Florida, 2012

	Single Adult	Married Couple	Adult, One Child	Adult, One Child Care	Two Adults, 2 Children	Two Adults, 2 Child Care
Housing	$1,440	$1,774	$1,774	$1,774	$1,866	$1,866
Childcare	0	0	$383	$613	$767	$1,179
Food	$325	$664	$671	$575	$1,160	$1,002
Transportation	$347	$694	$694	$694	$1,110	$1,110
Healthcare	$204	$461	$791	$791	$951	$951
Miscellaneous	$232	$359	$431	$445	$585	$611
Savings	$232	$359	$431	$445	$585	$611
Tax	$298	$330	$428	$421	$664	$813
Monthly Total	$3,077	$4,641	$5,603	$8,142	$7,689	$8,142
Annual Total	$36,929	$55,697	$67,236	$69,076	$92,264	$97,708

Note: One childcare refers to an infant; two childcare refers to one infant and one 4 year old.
For an additional infant add 29 percent; for an additional 4 year old add 3 percent; and for an additional child add 4 percent.
Sources: HUD, NACARRA, USDA, BLS, IRS and state treasury.

School of Public Affairs and Administration, Rutgers: https://spaa.newark.rutgers.edu/united-way-ALICE
UNITED WAY ALICE REPORT – FLORIDA: http://www.unitedwayalice.org/index.php

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Commissioner Kolhage, Dist. 1

Bulk Item: Yes X No Staff Contact/Phone #: Isabel DeSantis, Ext. 3440

AGENDA ITEM WORDING: 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.

ITEM BACKGROUND: Heather Roberts contacted staff last month to notify them that she will need to resign from the AHAC due to an illness in her family. Mr. Lewin works in the banking and mortgage industry.

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 Attorney ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included _____ Not Required____

DISPOSITION:_____ AGENDA ITEM #_____

Revised 6/15

Monroe County Boards and Committees
Appointment Information

Board or Committee: Affordable Housing Advisory Committee

Mayoral Appointment: Danny L. Kolhage

Name of Member: Kurt Lewin

Address: PO Box 1579
Key West, FL 33041

Mailing Address: Same as above

Phone Numbers:
Home: N/A
Work: 305-293-7102
Cell: 305-304-4187
Email: kurtl@keysbank.com
kurtlconch@aol.com

Date of Appointment: 01/20/2016
(The date of this BOCC agenda item)

Is this a Reappointment? Yes __ No x

New Term Expiration Date: 11/20/2016
Name of Person Being Replaced: Heather Roberts – (resigned)

Fulfilling Term of: SAA

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: Wed., January 20, 2016 Division: BOCC

Bulk Item: Yes ____ No XX Department: Comm. David Rice

Staff Contact /Phone #: Tamara Lamarche
PH: 305 289-6000

AGENDA ITEM WORDING: Approval to reappoint David Paul Horan to the Sheriff's Shared Asset Fine and Forfeiture (SAFF) Advisory Board.

ITEM BACKGROUND: Mr. Horan has served on the SAFF since its inception in 2000. Term will expire February 19, 2018.

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 Atty ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included XX Not Required____

DISPOSITION:_____ AGENDA ITEM #_____

Revised 7/09

Monroe County Boards and Committees
Appointment Information

Board or Committee: Shared Asset Fine & Forfeiture (SAFF) Advisory Board

Commissioner Appointing Member: Comm. David Rice, (BOCC District 4)

Name of Member: David Paul Horan

Address: 608 Whitehead St.
Key West, FL 33040

Mailing Address: Same

Phone Numbers: Work: 305 294-4585
Home: *
Cell: *
Fax: 305 294-7822
E-mail: dph@horan-wallace.com

Date of Appointment: January 20, 2016

Reappointment: Yes

Date Term Expires: February 19, 2018

Name of Person Being Replaced: N/A

Fulfilling Term of: N/A

Misc. Info: Mr. Horan has served on the SAFF since it's inception in 2000.

David Paul Horan

Bio

DAVID PAUL HORAN believes that a true Patriot must always be ready to defend his country against its government. David Paul's innovative use of Constitutional Law and the Civil Rights Act has earned him a national and international reputation in admiralty and maritime law, environmental law and fisheries law.

Born to a U.S. Air Force family in Rome Georgia, he lost his father to a mid-air collision at the age of 15. After graduating with a degree in science (Marine Biology, Chemistry and Physics), he had a short work history as a Naval Aviation Cadet (NAVCAD), teacher, personnel manager and skin and scuba diving instructor. He remains an avid diver and enjoys spearfishing during his infrequent escapes from his office. He owns a twin engine Piper Seneca II and has logged over 3500 hours of flight time.

Mr. Horan's community involvement includes serving as a Director of the Greater Key West Chamber of Commerce since 1973 (President in 1998), Member of the Key West Military Affairs Committee (Chairman in 1991), Member of the Florida Keys National Marine Sanctuary Counsel (1997/2000), Mote Marine Keys Advisory Board (2000 to Present) and numerous other Boards and Commissions. In 2001 Mr. Horan was inducted into the Key West Chamber of Commerce Hall of Fame, Key West's highest community service award.

Mr. Horan is licensed to practice in all Florida State Courts, Florida Southern and Middle District courts, four (4) United States Courts of Appeal, and the United States Supreme Court.

Representing most of the modern-salvors, he fought the seven (7) year-long case for Mel Fisher/Treasure Salvors that culminated in his successful oral argument before the United States Supreme Court. His salvage cases include the Spanish Galleon Nuestra Senora de Atocha of the 1622 Fleet and aircraft, including recently, a Boeing B-17 G recovered from a Lake in Northern Labrador, Canada.

In 1979, Mr. Horan hired a great legal secretary and by 1981, she had become his best friend who, in 1982 became his wife. Karen Horan continues to work as his secretary. Mr. Horan is the proud father of five (5) children.

Law offices of Horan, Wallace, and Higgins, LLP
608 Whitehead St.
Key West, FL 33050
PH: 305 294-4585
EM: dph@horan-wallace.com

Admiralty & Maritime, Constitutional Law, Criminal, Environmental Law, Fisheries & Wildlife, Government Agencies, Natural Resources, State and Local

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Division: BOCC

Bulk Item: Yes ____ No XX Department: Comm. David Rice

Staff Contact /Phone #: Tamara Lamarche
PH: 305 289-6000

AGENDA ITEM WORDING: Approval to reappoint James Bernardin as the District 4 Representative to the Tourist Development Council.

ITEM BACKGROUND: Mr. Bernardin was first appointed to the TDC in May of 2009. This will be his third term on the Council.

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 Atty ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included XX Not Required____

DISPOSITION:_____ AGENDA ITEM #_____

Revised 7/09

Monroe County Boards and Committees
Appointment Information

Board or Committee: Tourist Development Council (TDC)

Commissioner Appointing Member: David Rice, (District 4)

Name of Member: James Bernardin

Address: 148 Gulfside Dr.
Islamorada, FL 33036

Mailing Address: Same

Phone Numbers:
Work: 305 664-4343
Home: *
Cell: 305 393-8682
Fax: *
E-mail: jamesbernardin@mac.com

Date of Appointment: January 20, 2016

Reappointment: Yes

Date Term Expires: February 1, 2020

Name of Person Being Replaced: N/A

Fulfilling Term of: N/A

Misc. Info: Mr. Bernardin was first appointed in May of 2009, and reappointed to a full term in January 2012. This will be his third term.

James Bernardin
148 Gulfside Dr.
Islamorada, FL 33036
Cell: 305-393-8682
Off: 305-664-4343

Mr. Bernardin has served on the TDC since May of 2009. This will be his third term on the TDC, and second full-term appointment.

Full-time resident of Islamorada for 18 years in 2016. Married with three children. Owner of Pines and Palms Resort at MM 80.4, a 26-unit old Keys style resort on the oceanfront.

He is a member of the Islamorada Chamber of Commerce, the Lodging Association of the Florida Keys and Key West. Previously served on the District 4 Advisory Committee, the Fishing Umbrella, and the Islamorada Water Quality Improvement Committee.

He is a lifelong outdoorsman, fisherman, and hunter. Previous professional experience includes 16 years in major market radio, television, and advertising, with expertise in sales, media planning, station management, group representation, and production.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Mayor Heather Carruthers District 3

Bulk Item: **Yes X** No Staff Contact : Carol Schreck 305-292-3430

AGENDA ITEM WORDING: Approval of a resolution supporting a proposed amendment to the Florida Constitution entitled "Limits or Prevents Barriers to Local Solar Electric Supply" which is being supported by *Floridians for Solar Choice.*

ITEM BACKGROUND: *Floridians for Solar Choice* is seeking to place an initiative on the November 2016 ballot, which seeks to amend the Florida Constitution to prohibit regulatory barriers from blocking Florida property owners from harnessing clean, renewable solar power and reselling it to neighbors and others. The proposed constitutional amendment would expand choice in solar power providers, offering customers more choice and freedom in selecting solar power and who provides it to them. The Florida Supreme Court approved the ballot title and language for this petition on October 22, 2015. If a sufficient number of signatures are obtained on petitions in support of this initiative, the item will appear on the November 2016 ballot.

According to *Floridians for Solar Choice,* Florida is one of only 4 states that by law expressly denies citizens and businesses the freedom to buy solar power from anyone other than their current utility company. Florida law currently denies property owners the right to sell power to tenants, or to neighbors.

There currently is a competing petition to amend the Constitution which is supported by the power companies that seeks to maintain the status quo, restricting property owners to only one option -- selling excess energy to utilities at retail prices. The counter petition is pending before the Supreme Court.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: n/a

STAFF RECOMMENDATIONS: n/a

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 /BS 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 IN SUPPORT OF REMOVING BARRIERS TO CUSTOMER-SITED SOLAR POWER AND SUPPORTING THE *FLORIDIANS FOR SOLAR CHOICE* BALLOT PETITION.

WHEREAS, unlike conventional power generation, solar power generates electricity with zero air emissions and no water use, thereby moving the county, state, and country to a cleaner and more sustainable energy future; and

WHEREAS, Florida has the greatest potential for rooftop solar power of any state in the eastern United States but lags in realizing that potential; with 9 million electric utility customer accounts, Florida has only 6,678 customer-sited solar systems.[1] Less sunny states, like New Jersey, have over 30,000 customer-sited solar systems but only half the population of Florida; and

WHEREAS, Florida is one of only five (5) states in the United States that, by law, expressly denies citizens and businesses the freedom to buy solar power electricity directly from someone other than a power company,[2] and

WHEREAS, allowing non-utility solar providers to provide solar generated electricity, through a Power Purchase Agreement (PPA), directly to customers can remove the upfront cost for solar power systems to homeowners and expand solar power options to residential and commercial tenants – thereby expanding the choice for solar power to all Floridians; and

WHEREAS, in states such as New York or New Jersey, where non-utilities can provide solar generated power directly to customers, there has been significant solar development in the residential sector and such arrangements have driven anywhere from 67% (New York) to 92% (New Jersey) of residential installations in those states;[3] and

WHEREAS, Florida spends about 58 trillion dollars each year buying carbon-based fuels from other states and countries to power our homes, businesses and cars, while solar power will keep energy dollars here at home and create good paying local jobs; and

WHEREAS, in a recent poll, 74% of Florida voters said they support a proposal to change the state's current law and allow Floridians to contract directly with solar power providers for their electricity, and removing barriers to solar choice will allow more Floridians to take advantage of the power of the sun;[4] and

WHEREAS, *Exhibit A* to this Resolution is the text of the proposed new Section 29 to Article X of the Florida Constitution; and

WHEREAS, on October 22, 2015, the Florida Supreme Court approved the proposed amendment for placement on the ballot provided that a sufficient number of valid signatures are obtained;[5]

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Board of County Commissioners of Monroe County, Florida hereby urges the Florida Legislature to remove the barrier that limits the sale of solar-generated electricity directly to a customer by anyone other than a power company, and alternatively supports the Floridians for Solar Choice ballot petition to amend the Florida Constitution to remove the barrier to customer-sited solar power.

Section 2. This resolution shall become effective immediately upon adoption by vote of the County Commission.

Section 3. The Clerk is directed to send a copy of this resolution to:

Governor Rick Scott
Senate President Andy Gardiner
House Speaker Steve Crisafulli
Senator Dwight Bullard
Representative Holly Raschein

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 20th day of January, 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:
_____
ROBERT B. SHILLINGER, JR.
COUNTY ATTORNEY
Date 1-12-16

[1] Florida Public Service Commission, *Overview of Solar Energy in Florida*, http://www.psc.state.fl.us/Files/PDF/Agendas/InternalAffairs/lapdfs/IA-03-03-15.pdf

[2] Department of Energy, et. al, *Database of State Incentives for Renewables and Efficiency*, http://ncsolarcen-prod.s3.amazonaws.com/wp-content/uploads/2015/08/3rd-Party-PPA_072015.pdf

[3] SEIA-GTM. *U.S. Solar Market Insight Report*: Q3 2014, http://www.seia.org/research-resources/solar-market-insight-report-2014-q3

[4] Northstar Opinion Research, Survey of Florida Registered Voters, October 2014, www.cleanenergy.org/wp-content/uploads/FL_Energy_Presentation_for_Release.pdf

[5] *Advisory Opinion to the Attorney General re: Limits or Prevents Barriers to Local Solar Electricity Supply*, 177 So.3d 235 (Fla. 2015)

Exhibit A

ARTICLE X, SECTION 29. Purchase and sale of solar electricity.—

(a) PURPOSE AND INTENT. It shall be the policy of the state to encourage and promote local small-scale solar-generated electricity production and to enhance the availability of solar power to customers. This section is intended to accomplish this purpose by limiting and preventing regulatory and economic barriers that discourage the supply of electricity generated from solar energy sources to customers who consume the electricity at the same or a contiguous property as the site of the solar electricity production. Regulatory and economic barriers include rate, service and territory regulations imposed by state or local government on those supplying such local solar electricity, and imposition by electric utilities of special rates, fees, charges, tariffs, or terms and conditions of service on their customers consuming local solar electricity supplied by a third party that are not imposed on their other customers of the same type or class who do not consume local solar electricity.

(b) PURCHASE AND SALE OF LOCAL SMALL–SCALE SOLAR ELECTRICITY.

(1) A local solar electricity supplier, as defined in this section, shall not be subject to state or local government regulation with respect to rates, service, or territory, or be subject to any assignment, reservation, or division of service territory between or among electric utilities.

(2) No electric utility shall impair any customer's purchase or consumption of solar electricity from a local solar electricity supplier through any special rate, charge, tariff, classification, term or condition of service, or utility rule or regulation, that is not also imposed on other customers of the same type or class that do not consume electricity from a local solar electricity supplier.

(3) An electric utility shall not be relieved of its obligation under law to furnish service to any customer within its service territory on the basis that such customer also purchases electricity from a local solar electricity supplier.

(4) Notwithstanding paragraph (1), nothing in this section shall prohibit reasonable health, safety and welfare regulations, including, but not limited to, building codes, electrical codes, safety codes and pollution control regulations, which do not prohibit or have the effect of prohibiting the supply of solar-generated electricity by a local solar electricity supplier as defined in this section.

(c) DEFINITIONS. For the purposes of this section:

(1) "local solar electricity supplier" means any person who supplies electricity generated from a solar electricity generating facility with a maximum rated *241 capacity of no more than 2 megawatts, that converts energy from the sun into thermal or electrical energy, to any other person located on the same property, or on separately owned but contiguous property, where the solar energy generating facility is located.

(2) "person" means any individual, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, government entity, and any other group or combination.

(3) "electric utility" means every person, corporation, partnership, association, governmental entity, and their lessees, trustees, or receivers, other than a local solar electricity supplier, supplying electricity to ultimate consumers of electricity within this state.

(4) "local government" means any county, municipality, special district, authority, or any other subdivision of the state.

(d) ENFORCEMENT AND EFFECTIVE DATE. This amendment shall be effective on January 3, 2017.

ADDITIONAL BACK-UP

5

Resolution No. _____

A Resolution of the City of South Miami in support of removing barriers to customer-sited solar power and support for the Floridians for solar choice ballot petition.

WHEREAS, Unlike conventional power generation, solar power generates electricity with zero air emissions and no water use, thereby moving the county, state, and country to a cleaner and more sustainable energy future; and

WHEREAS, Florida has the greatest potential for rooftop solar power of any state in the eastern United States but lags in realizing that potential; with 9 million electric utility customer accounts, Florida has only 6,000 customer-sited solar systems.[1] Less sunny states like New Jersey have over 30,000 customer-sited solar systems but only half the population of Florida; and

WHEREAS, Florida is one of only five states in the United States that by law expressly denies citizens and businesses the freedom to buy solar power electricity directly from someone other than a power company[2]; and

WHEREAS, allowing non-utility solar providers to provide solar generated electricity, through a Power Purchase Agreement (PPA), directly to customers can remove the upfront cost for solar power systems to homeowners and expand solar power options to residential and commercial tenants – thereby expanding the choice for solar power to all Floridians; and

WHEREAS, in states, such as New York or New Jersey, where non-utilities can provide solar generated power directly to customers, there has been significant solar development in the residential sector. Such arrangements have driven anywhere from 67% (New York) to 92% (New Jersey) of residential installations in those states;[3] and

WHEREAS, Florida spends about 58 billion dollars each year buying carbon-based fuels from other states and countries to power our homes, businesses and cars, while solar power will keep energy dollars here at home and create good paying local jobs; and

WHEREAS, In a recent poll, 74% of Florida voters said they support a proposal to change the state's current law and allow Floridians to contract directly with solar power

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[1] Florida Public Service Commission, *Reporting Requirements for Interconnection and Net Metering Customer-owned Renewable Generation*, at: http://www.psc.state.fl.us/utilities/electricgas/customerrenewable/2013/2013%20Net%20Metering%20Summary%20Spreadsheet/2013%20Net%20Metering%20Chart.pdf

[2] Department of Energy, et. al, *Database of State Incentives for Renewables and Efficiency*, at http://www.dsireusa.org/documents/summarymaps/3rd_Party_PPA_Map.pdf

[3] SEIA-GTM. *U.S. Solar Market Insight Report: Q3 2014.*

providers for their electricity. Removing barriers to solar choice will allow more Floridians to take advantage of the power of the sun;[4]

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The Mayor and City Commission of the City of South Miami hereby urges the Florida Legislature to remove the barrier that limits the sale of solar-generated electricity directly to a customer by anyone other than a power company, and alternatively supports the Floridians for Solar Choice ballot petition to amend the Florida Constitution to remove the barrier to customer-sited solar power.

Section 2. This resolution shall become effective immediately upon adoption by vote of the City Commission.

PASSED AND ADOPTED this ____ day of _____, 2015.

ATTEST:

_____
CITY CLERK

APPROVED:

_____
MAYOR

READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF

_____
CITY ATTORNEY

COMMISSION VOTE:
Mayor Stoddard:
Vice Mayor Harris:
Commissioner Edmond:
Commissioner Liebman:
Commissioner Welsh:

[4] Northstar Opinion Research, Survey of Florida Registered Voters, October 2014, at: http://www.cleanenergy.org/wp-content/uploads/FL_Energy_Presentation_for_Release.pdf

CONSTITUTIONAL AMENDMENT PETITION FORM

Note:

- *All information on this form, including your signature, becomes a public record upon receipt by the Supervisor of Elections.*
- *Under Florida law, it is a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.08, Florida Statutes, to knowingly sign more than one petition for an issue. [Section 104.185, Florida Statutes]*
- *If all requested information on this form is not completed, the form will not be valid.*

Your Name: _____
(Please Print Name *as it appears on your Voter Information Card*)

Your Address: _____

City: _____ Zip: _____ County: _____

☐ *Please change my legal residence address on my voter registration record to the above residence address (check box, if applicable).*

Voter Registration Number: _____ **(or) Date of Birth** _____

I am a registered voter of Florida and hereby petition the Secretary of State to place the following proposed amendment to the Florida Constitution on the ballot in the general election.

BALLOT TITLE: Limits or Prevents Barriers to Local Solar Electricity Supply

BALLOT SUMMARY: Limits or prevents government and electric utility imposed barriers to supplying local solar electricity. Local solar electricity supply is the non-utility supply of solar generated electricity from a facility rated up to 2 megawatts to customers at the same or contiguous property as the facility. Barriers include government regulation of local solar electricity suppliers' rates, service and territory, and unfavorable electric utility rates, charges, or terms of service imposed on local solar electricity customers.

ARTICLE AND SECTION BEING CREATED OR AMENDED: Add new Section 29 to Article X

FULL TEXT OF PROPOSED AMENDMENT:

Section 29. Purchase and sale of solar electricity. –

(a) PURPOSE AND INTENT. It shall be the policy of the state to encourage and promote local small-scale solar-generated electricity production and to enhance the availability of solar power to customers. This section is intended to accomplish this purpose by limiting and preventing regulatory and economic barriers that discourage the supply of electricity generated from solar energy sources to customers who consume the electricity at the same or a contiguous property as the site of the solar electricity production. Regulatory and economic barriers include rate, service and territory regulations imposed by state or local government on those supplying such local solar electricity, and imposition by electric utilities of special rates, fees, charges, tariffs, or terms and conditions of service on their customers consuming local solar electricity supplied by a third party that are not imposed on their other customers of the same type or class who do not consume local solar electricity.

(b) PURCHASE AND SALE OF LOCAL SMALL-SCALE SOLAR ELECTRICITY.

(1) A local solar electricity supplier, as defined in this section, shall not be subject to state or local government regulation with respect to rates, service, or territory, or be subject to any assignment, reservation, or division of service territory between or among electric utilities.

(2) No electric utility shall impair any customer's purchase or consumption of solar electricity from a local solar electricity supplier through any special rate, charge, tariff, classification, term or condition of service, or utility rule or regulation, that is not also imposed on other customers of the same type or class that do not consume electricity from a local solar electricity supplier.

(3) An electric utility shall not be relieved of its obligation under law to furnish service to any customer within its service territory on the basis that such customer also purchases electricity from a local solar electricity supplier.

(4) Notwithstanding paragraph (1), nothing in this section shall prohibit reasonable health, safety and welfare regulations, including, but not limited to, building codes, electrical codes, safety codes and pollution control regulations, which do not prohibit or have the effect of prohibiting the supply of solar-generated electricity by a local solar electricity supplier as defined in this section.

(c) DEFINITIONS. For the purposes of this section:

(1) "local solar electricity supplier" means any person who supplies electricity generated from a solar electricity generating facility with a maximum rated capacity of no more than 2 megawatts, that converts energy from the sun into thermal or electrical energy, to any other person located on the same property, or on separately owned but contiguous property, where the solar energy generating facility is located.

(2) "person" means any individual, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, government entity, and any other group or combination.

(3) "electric utility" means every person, corporation, partnership, association, governmental entity, and their lessees, trustees, or receivers, other than a local solar electricity supplier, supplying electricity to ultimate consumers of electricity within this state.

(4) "local government" means any county, municipality, special district, district, authority, or any other subdivision of the state.

(d) ENFORCEMENT AND EFFECTIVE DATE. This amendment shall be effective on January 3, 2017.

Date: _____ **X** _____
(Date of signature) *(Signature of registered voter)*

Initiative petition sponsored by Floridians for Solar Choice, Inc., 120 E. Oakland Blvd., Suite 105, Ft. Lauderdale, FL 33334

If paid petition circulator is used:
Circulator's Name _____
Circulator's Address _____
_____

For official use only:
Serial number: 14-02
Date approved: 12/23/2014

Floridians for Solar Choice

Florida Solar Ballot Initiative Fact Sheet

WHAT: This measure – to be placed on the 2016 ballot - removes barriers that block Florida families and businesses from harnessing clean, renewable solar power. It expands choice in solar power providers, offering customers more choice and freedom in selecting solar power and who provides it to them.

HOW: Amends the Florida Constitution to allow the sale of solar-generated electricity to Florida families and businesses by persons other than monopoly power companies and government-owned utilities.

WHY: Florida has the greatest potential for solar energy of any state east of the Mississippi. Yet the Sunshine State lags in solar power development. It has 9 million electric utility customers, yet a paltry 6,000 customer-sited solar systems – dwarfed by less sunny states like New Jersey which has over 30,000 customer-sited solar systems but only half the population of Florida. Why aren't Florida families and businesses harnessing the benefits of clean, renewable solar power?

For one thing, Florida is one of only four states in the United States that by law expressly denies citizens and businesses the freedom to buy solar power electricity directly from someone other than a monopoly electric utility, or a local electric utility. Having the choice to buy solar power from someone other than your current electricity company has been the major driver of solar development in other states.

Florida law also denies property owners the right to sell power to tenants, or to a neighbor with a common boundary line. That means that a landlord can't offer solar generated electricity to families that rent their home, nor can a shopping center owner offer solar-generated electricity to their tenants. These laws restrict solar choice for a large portion of Florida's families and businesses. Big power companies such as Duke Energy and Florida Power & Light profit by maintaining their monopoly on the state's energy market. Florida's solar market is held back by these monopoly utilities that do everything in their vast power to stomp out potential competition and deny Floridians their right to choose their energy sources.

In a recent poll, 74% of Florida voters said they support a proposal to change the state's current law and allow Floridians to contract directly with solar power providers for their electricity. Removing barriers to solar choice will allow more Floridians to take advantage of the power of the sun.

It's clear: Floridians support solar power but they are being denied their right to choose it as their power source! ***That's why Floridians for Solar Choice is bringing this issue directly to the people.*** **Join us! Sign the petition TODAY!** Visit www.FLsolarchoice.org to learn more about the benefits of customer solar choice. Sign up for free updates and help spread the word. Together we can remove unfair state policies that block competition and encourage monopoly control of our energy choices.

Floridians for Solar Choice
120 E. Oakland Park Blvd. Suite 105, Fort Lauderdale, FL 33334

Floridians for Solar Choice Partners

Floridians for Solar Choice, Inc. is a registered Florida political committee that is sponsoring the ballot initiative. It's a grassroots effort whose supporters include Floridians from across the political spectrum and the business community.

Founding Members:

Conservatives for Energy Freedom
Florida Retail Federation
Florida Solar Energy Industries Association (FlaSEIA)
Florida Alliance for Renewable Energy (FARE)
Christian Coalition of America
Republican Liberty Caucus of Florida
Libertarian Party of Florida
Southern Alliance for Clean Energy (SACE)

Supporting Members:

350.org
All WoMen Rising
Audubon Society of the Everglades
Central Florida Solar Advocates
Clean Water Action
The Cleo Institute
The Climate Reality Project
Collier Citizens for Sustainability
Conservancy of Southwest Florida
Conservatives for Responsible Stewardship
Earth Ethics, Inc.
Earthjustice
Ecology Party of Florida
Environmental Coalition of Miami & the Beaches (ECOMB)
Environmental Defense Fund
Environment Florida
Evangelical Environmental Network
Everglades Coalition
Florida Alliance for Retired Americans
Florida Green Chamber of Commerce
Florida Renewable Energy Association (FREA)
Florida Restaurant and Lodging Association
Florida Wildlife Federation
Friends of the Everglades
Green Party of Florida
Greenpeace USA
H & H Design and Construction Inc.
Hands Across the Sand
IDEAS for Us
Interfaith Justice League
League of Women Voters of Florida
Libertarian Party of Seminole County
Mosaic
Oceana
Organize Now
Physicians for Social Responsibility, Florida
Progress Florida
ReThink Energy Florida
Sanibel-Captiva Conservation Foundation
SEIA
Sierra Club Florida
South Florida Audubon Society
South Florida Wildlands Association
Space Coast Climate Change Initiative
Space Coast Progressive Alliance
Stewards Of Sustainability (SoS)
Sunshine State Interfaith Power and Light
Surfrider Foundation
The Tea Party Network
Tropical Audubon Society
Union of Concerned Scientists
Unitarian Universalist Justice Florida
Venice Area Audubon Society
Women4Solar
WISE – Women in Solar Energy

Floridians for Solar Choice

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Florida Renewable Energy Association (FREA)
Florida Restaurant and Lodging Association
Florida Wildlife Federation
Friends of the Everglades
Green Party of Florida
Greenpeace USA
H & H Design and Construction Inc.
Hands Across the Sand
IDEAS for Us
Interfaith Justice League
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Surfrider Foundation
The Tea Party Network
Tropical Audubon Society
Union of Concerned Scientists
Unitarian Universalist Justice Florida
Venice Area Audubon Society
Women4Solar
WISE – Women in Solar Energy

Floridians for Solar Choice

Floridians for
Solar Choice

Floridians for Solar Choice Garners Editorial Support from Around Florida

Bradenton Herald: Editorial: Don't be fooled on Florida solar energy petition drives: One friendly to consumers; other to utilities (November 2, 2015)
Floridians would be well advised to learn to stark differences in the two diametrically opposed petitions seeking constitutional amendments on solar energy. One would eliminate the ban on property owners who want to sell electricity generated by solar panels to neighboring homes and businesses. The other merely seeks to maintain the status quo, restricting property owners to only one option -- selling excess energy to utilities at retail prices. Confusion arises when the people paid to gather petition signatures misrepresent the utility-supported initiative as a consumer-friendly measure. Don't be fooled.

Ocala Star Banner: Editorial: An inconvenient truth in Florida (October 8, 2015)
Florida's major utilities have gutted solar rebate programs and energy-efficiency goals, and now are fighting an initiative that would create solar competition for them. "The utilities use their legacy power and wealth ... to absolutely control the state Legislature and the governor's office," Gore said, denying residents "the opportunity to take advantage of buying electricity at a cheaper price by turning away a monopoly."

Daily Commercial: Editorial: An inconvenient truth for Florida (October 7, 2015)
Florida is ranked third in its potential to produce solar energy yet is just one of four states that limit electric sales to utilities, according to the Herald. Florida's major utilities have gutted solar rebate programs and energy-efficiency goals, and now are fighting an initiative that would create solar competition for them. A coalition of environmental and conservative groups called Floridians for Solar Choice is seeking to put an initiative on the ballot that would change the status quo. The initiative would allow solar companies to install rooftop panels on homes and businesses at little or no cost, selling the power back to the customer at a long-term fixed rate.

Gainesville Sun: Editorial: An inconvenient truth (October 6, 2015)
But fossil-fuel interests are trying to confuse voters with their own group, deceptively called Consumers for Smart Solar. The group is largely being financially supported by the big utilities as well as out-of-state front groups funding by the Koch brothers, according to the Energy and Policy Institute and the Center for Media Democracy. The group is pushing an initiative giving Floridians the right to use solar power in the state — a right they already have. As Politico reported, Gore rightly referred to the second initiative as a "wolf ... in sheep's clothing" that merely keeps utility monopolies in place.

Tampa Bay Times: Editorial: Court should allow solar amendment on ballot (September 1, 2015)
The investor-owned electric utilities and Attorney General Pam Bondi's office failed to make a compelling argument Tuesday for the Florida Supreme Court to block a referendum next year on expanding public access to solar power. They gave the court no reason to reject the ballot language of a 2016 constitutional amendment that would enable small-scale solar producers to resell energy in a limited market. The electric monopolies instead used Tuesday's oral arguments to further test a misinformation campaign that already is kicking into gear. At the moment, the future of solar, the fate

Pd. pol. adv. paid for and sponsored by Floridians for Solar Choice, 120 E. Oakland Park Blvd, Suite 105, Fort Lauderdale, FL 33334.
Contributions are not tax deductible for Federal income tax purpose.

of next year's elections and the direction of energy policy is not the issue. The ballot supporters for the straightforward Floridians for Solar Choice effort have presented a clean and fair amendment. The opponents may not like the ballot language, but they have offered nothing to justify the court knocking it off the ballot. Let the voters decide the issue.

The Ledger: A ray of light in Florida's impending battle over solar power (August 23, 2015)
But there is another initiative that could help the Sunshine State rank higher than 14th nationally in terms of solar power production. As former Republican state Sen. Paula Dockery of Lakeland reminds us in her weekly column today, forces are gathering for a showdown of competing amendments to the state Constitution regarding solar energy. The upcoming battle to revise the Constitution for control of solar power likely will not be pretty. The important thing, however, is that both municipal systems like Lakeland's and the solar industry no longer see energy from the sun as something that is far-fetched or unsustainable. It is worth fighting for, and that is good for the future.

Palm Beach Post: Conflicting ballot measure clouds Florida's solar future (August 16, 2015)
The future of solar energy in Florida is beclouded by a battle of two amendments that are trying to make their way onto the 2016 ballot. One strives to open up the tight grip of power companies, and allow Floridians to buy solar energy from enterprising suppliers. The other, heavily funded by utilities, exists for apparently no other purpose than to thwart the first one. If voters are confused, then the second initiative has done its job. This is bare-knuckled politics. And if it delays the rise of solar power in a state that rightfully ought to be known for it, we're all the worse for it. Because, while Florida may be the Sunshine State, we're far from being the Sunshine-Power State.

Tampa Bay Times: Editorial: Don't confuse solar energy debate (August 7, 2015)
The first proposed amendment (by Floridians for Solar Choice) is a genuine attempt to address an issue the Legislature has failed to resolve, but the second one is an underhanded attempt to confuse voters. Floridians for Solar Choice has proposed a constitutional amendment that would allow small-scale power sales. Last month, a rival group aligned with the utilities filed its own proposed amendment. The measure by the misnamed Consumers for Smart Solar would merely codify in the state Constitution what's already in state law — provisions that allow consumers to own or lease solar equipment on their property. It doesn't expand solar one bit or rewrite state regulations an iota, because its purpose is not to stoke the solar market but to confuse voters and preserve the status quo.

Port Charlotte Sun: Standoff looms on Florida's solar growth (July 24, 2015)
Confused over "Solar Choice" and "Smart Solar"? That's the aim. Florida's utility companies have dusted off an old ploy from the political ploy-book to ward off threats to their business posed by the expansion of standalone rooftop solar power. Responding to a drive for a constitutional amendment that would open up the solar market, an industry-backed group has cooked up a competing amendment that would reinforce the status quo. There's likely little chance that it will attract enough signatures for the ballot, but that's not really the point. To voters, it will be "Solar Choice" vs. "Smart Solar." The confusion alone could be enough to kill both, which only means a "win" for the utilities.

TC Palm: Fight shows solar power has bright future (July 17, 2015)
By removing barriers that have closed the market to small producers of solar energy — 2 megawatts or less and focused on providing electricity for their own or adjacent property — the amendment would create competition for major utilities. They have responded by also asking the high court to nullify the

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amendment's language. Floridians for Solar Choice says on its website that it resorted to a constitutional amendment because "past legislative efforts to overcome barriers to solar choice have been thwarted by large monopoly power companies."

Sun Sentinel: Fight shows solar power has bright future (July 14, 2015)
Disputes about the proposed ballot language aside, we agree with the principles that motivate Floridians for Solar Choice. As technology makes solar power more feasible and more available to small producers, Florida — the Sunshine State — should regulate and deregulate to promote innovation and competition. Perhaps there will come a day when small producers can mount the sort of challenge in energy production that Uber has posed to established taxi companies. That kind of creative disruption needs to be managed, not blocked. It is encouraging that, even with that kind of dominance, big utilities are afraid of competition from the little guys. It means that they know solar power finally is becoming a viable option.

Palm Beach Post: Solar amendment deserves to see light of day (June 22, 2015)
As you have surely noticed, we have a lot of sunshine in the Sunshine State. Yet ours is not nearly the top state in solar energy. It's not even close. We're, at best, 18th, as ranked by the Florida Solar Energy Industries Association. A grass-roots coalition of advocates is out to change this...They are gathering signatures for an amendment that would allow third parties — other than major utilities — to sell electricity from solar power to businesses or property owners and adjacent properties, up to 2 megawatts (enough to power a Wal-Mart for a day). We hope the Supreme Court sees past the utilities' arguments, and lets the state's voters have the ultimate say. We'd love to see the free market set loose to move Florida's solar industry out of the shadows.

Bradenton Herald: Floridians, utilities forging ahead on two solar energy fronts (June 4, 2015)
Today, Floridians for Solar Choice aim to place a constitutional amendment proposal on renewable energy onto the November 2016 ballot. This common-sense, free-market proposal simply asks voters to change state policy and promote small-scale, local solar energy by eliminating barriers, chiefly the one banning neighbor-to-neighbor sales of excess power. The surprising element to this is a broad-based coalition of political opponents has united behind this petition drive. Republicans, Democrats, tea party activists, libertarians, businesses, Christian Coalition conservatives, liberal environmentalists and others joined hands under Floridians for Solar Choice. We hope the proposed amendment makes the 2016 ballot.

Northwest Florida Daily News: Cooling off the solar monopoly (May 28, 2015)
The problem isn't a lack of sunshine in the Sunshine State; in fact, Gulf Power plans to build three solar energy "farms" to catch some rays right here in Okaloosa, Santa Rosa and Escambia counties.
No, the problem is that Florida is one of a few states which ban residents from buying electricity from companies that put solar panels on homes or businesses. The proposed amendment would end that prohibition.

Daily Commercial: Solar in the Sunshine State (May 27, 2015)
Florida residents should have the choice to purchase solar power without having to purchase expensive solar panels. States that have seen a large expansion in solar energy use allow rooftop solar systems to be owned by separate entities than the customer using the electricity, the Herald-Tribune reported.

Pd. pol. adv. paid for and sponsored by Floridians for Solar Choice, 120 E. Oakland Park Blvd, Suite 105, Fort Lauderdale, FL 33334.
Contributions are not tax deductible for Federal income tax purpose.

These power purchase agreements save homeowners the upfront costs of buying solar panels while providing savings on their utility bills. It's a win-win.

The Ledger: The Sunshine State: Interests in Solar Energy (May 27, 2015)
The problem is that Florida is one of the few states that ban residents from buying electricity from companies that put solar panels on homes or businesses. The proposed amendment would end the prohibition. More than 86,000 verified signature have been collected in support of the measure, and another 70,000 are waiting to be verified, the Herald-Tribune reported.

Ocala Star Banner: Solar in the Sunshine State (May 25, 2015)
Groups as different as Sierra Club Florida and the Christian Coalition of America are supporting an effort to expand the use of solar energy in the Sunshine State. Whether for free-market or environmental principles, these disparate groups share an interest in seeing competition apply to the sale of solar energy in Florida. Not surprisingly, big utilities are fighting to protect their big monopolies and big profits.

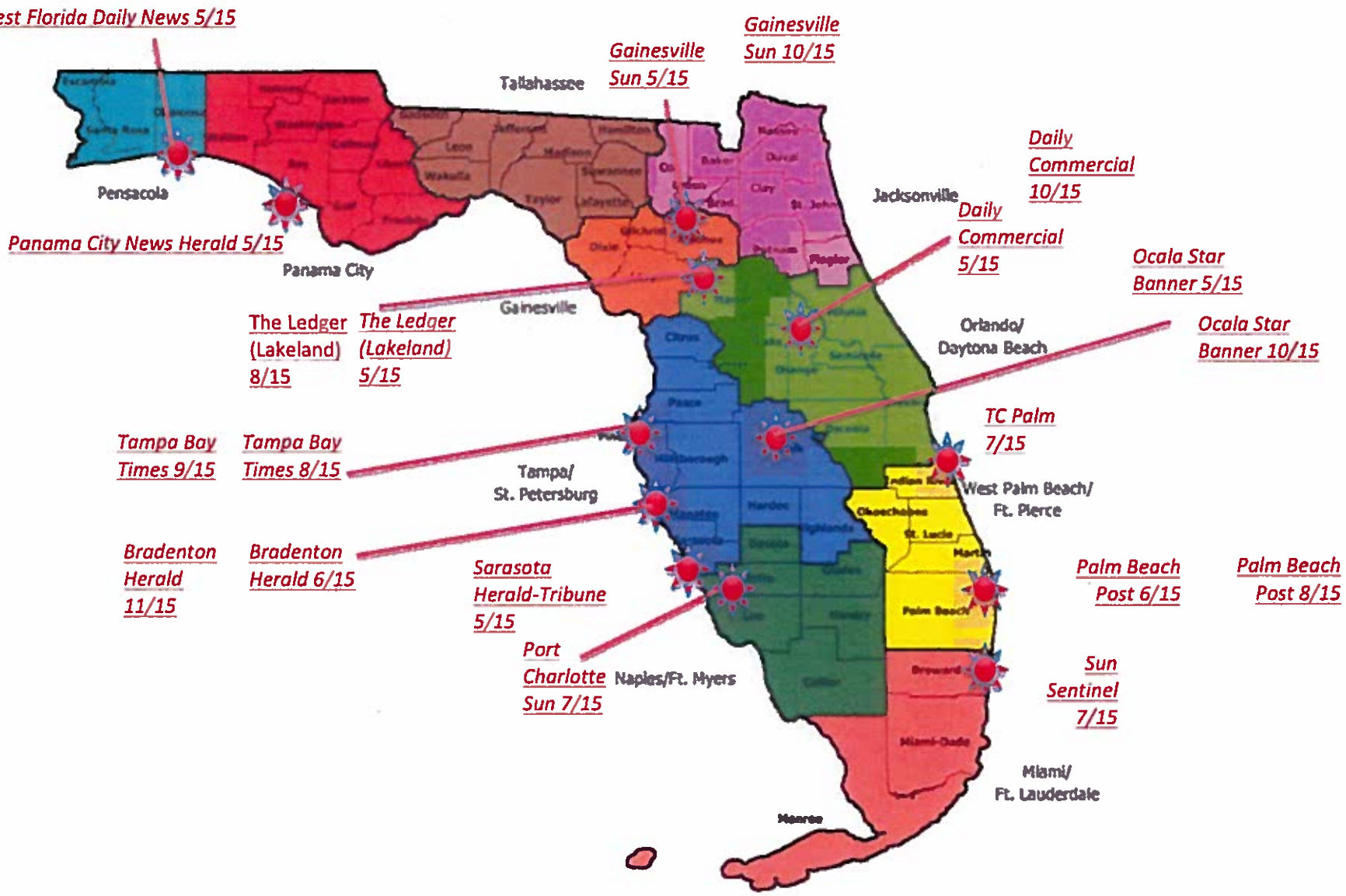
Sarasota Herald-Tribune: (Solar) power to the people (May 24, 2015)
The Legislature did it again. Or rather, the Legislature did nothing -- again. Given the opportunity in this year's session to address an important and popular demand -- in this case, greater access to solar energy -- the Legislature in essence looked the other way. Increased use of solar energy means a lot to Florida's bottom line, too. Diversifying the state's energy sources would equip it to better handle future swings in fuel prices. Florida would become less dependent on fossil fuel, a major contributor to climate change. It shouldn't take a constitutional amendment to make the Legislature recognize the long-term value of promoting solar power. But the proponents of third-party sales feel the Legislature -- whether because of ideological objections or the influence of the big utilities -- gave them no choice.

Gainesville Sun: Supporting solar (May 21, 2015)
A recent state analysis found the amendment would mean less money for utilities, resulting in fewer dollars from taxes and fees for state and local governments. Those cuts are outweighed by the benefits that solar energy provides. Consumers could save money while saving the planet from the fossil-fuel emissions that contribute to climate change. Jobs would be created in the growing solar industry. Whether for environmental or economic reasons, the solar amendment makes sense. We encourage voters to sign the petition to put the measure on the November 2016 ballot.

Panama City News Herald: Time to let sunshine in (May 20, 2015)
It seems to us that there is a clear bottom line. Between now and 2016, Florida's Legislature has a chance to get all the stakeholders together and see if they can come up with a solution that benefits everyone. Florida's government works best when its leaders listen to the people and then respond by drafting appropriate legislation that solves the issue. Although they are popular, constitutional amendments often create more problems and are open to wider interpretation from the Legislature and the courts than most people expect. However, if the Legislature doesn't act there's a good chance that — whether Florida's lawmakers and power companies are ready or not — the voters will decide it is time to let the sunshine in.

Pd. pol. adv. paid for and sponsored by Floridians for Solar Choice, 120 E. Oakland Park Blvd, Suite 105, Fort Lauderdale, FL 33334.
Contributions are not tax deductible for Federal income tax purpose.

Solar Choice Supportive Editorials 2015



BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: ~~12/9/15~~ 1/20/16 Department: County Clerk

Bulk Item: Yes ___ No ___ Staff Contact /Phone #: Cheryl Robertson 305-292-3532

AGENDA ITEM WORDING:

Official Approval of August 5, 2015 Special BOCC Meeting Minutes

ITEM BACKGROUND:

see attached

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

State Representative Holly Raschein's Environmental Stewardship Workshop
Wednesday August 5, 2015 3:00 pm
Marathon Government Center, Marathon, Florida

On August 5, 2015, Representative Holly Raschein convened a meeting of interested public officials including local governments and special districts (FKAA and KLWTD) to discuss funding sources for Waste Water, Land Acquisition, Canal Maintenance Drudging, and other Environmental issues. Holly Raschein provided a brief synopsis of last year draft of Legislation Florida Keys Environmental Stewardship Act (drafted by Kenneth Lee and Frank Bernardino) which provides a foundation to move forward.

Frank Bernardino (Landscape Consultant representing Monroe County) presented background of what we had and an action which requires support and a consensus for a comprehensive plan to address all the needs of communities forward.

Kenneth Lee (Capital's Insight representing Islamorada and Monroe County) elaborated further on these issues. After a presentation, officials were permitted the opportunity to make remarks.

State representative Holly Raschein suggested that everyone return to discuss this and speak to your state representative from Tallahassee.

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: 12/9/15 Department: County Clerk

Bulk Item: Yes ___ No ___ Staff Contact /Phone #: Cheryl Robertson 305-292-3532

AGENDA ITEM WORDING:

Official Approval of Oct 21, 2015 BOCC Meeting Minutes

ITEM BACKGROUND:

see attached

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, October 21, 2015
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 Heather Carruthers, Commissioner Sylvia Murphy, Commissioner George Neugent, Commissioner David Rice and Mayor Danny Kolhage. Also present at the meeting were Roman Gastesi, County Administrator; Bob Shillinger, County Attorney; Amy Heavilin, County Clerk; Cheryl Robertson, Deputy Clerk; county staff and members of the general public.

ADDITIONS, CORRECTIONS, DELETIONS

Item A1 Motion was made by Commissioner Rice 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.***

Item B **Presentation of excess fee check by Tax Collector**, Honorable Danise Hernandez; Monroe County Tax Collector as well as an update of the Tourist Development Council and Audit Enforcement.

PRESENTATION OF AWARDS

Item C1 EMERGENCY SERVICES: Presentation of Years of Service Award for 25 years of service to Stanley Webb Ill, Firefighter Paramedic. Chief Callihan shared his appreciation and thanks of Stantley Webb's service and commitment as a Firefighter Paramedic.

Item C2 EMPLOYEE SERVICES : One Grand Prize Drawing by Commissioner Murphy out of all employees who participated in the 2015 Health & Wellness Fair. Commissioner Carruthers spunned the wheel and Commissiner Murphy announced the winner. Marty Slavik of the Public Works Department was the winner of a brand new bicycle.

BULK APPROVALS

Commissioner Murphy addressed the audience regarding the Rules of Bulk Approval's items. Motion was made by Commissioner Carruthers and seconded by Commissioner Rice granting approval of the following bulk items. Motion passed unanimously.

Item D1 Board granted approval of the filing of a grant application and agreement for State Aid to Libraries from the Florida Department of State, Division of Library and Information Services, and execution of same with the proper County authorities.

Item D2 Board granted approval for the Key West, Marathon and Key Largo Branch Libraries to close at 6:00p.m. on Wednesday , November 25,2015.

Item D3 Board granted approval to declare library books, which are valued at less than $5,000 as surplus property, and allow for the books to be disposed of for value and/or donations at the library's discretion with the monies to be deposited into the Library's donation account.

Item D6 Board granted approval of the Amendment to Administrative Services Agreement with Blue Cross and Blue Shield of Florida (BCBSF) effective November 1, 2015.

Item D7 Board granted ratification and approval of Transportation Security Administration Award Modification No. P00003 extending Grant Agreement No. HSTS0213HSLR041 for four (4) additional months (October 1, 2015 to January 31, 2016) and providing an additional $6,872.42 in grant funds for Law Enforcement Officer Reimbursement at the Key West International Airport.

Item D8 Board granted approval of Jacobs Project Management Co.'s Task Order #12/ 15-39 for the Services Authorized: Commercial Apron Reconstruction Design PSO #39 in the amount of $259,400 to be funded by FAA (900/o), FDOT (5%)- grant pending, and Airport Operating funds (5%).

Item D9 Board granted approval of Jacobs Project Management Co.'s Task Order #12/14-45 for the Services Authorized: Drainage Reconstruction Phase 2 & 3 - EYW-PSO #45 in the amount of $239,000 to be funded by FAA (900/o), FDOT - grant pending (5%), and Airport Operating funds (5%).

Item D11 Board granted approval of Jacobs Project Management Co.'s Task Order #12114-48 for the Services Authorized: Marathon Miscellaneous Study PSO #48 in the amount of $258,247 to be funded by FAA (90%), FDOT (5%)- grant pending , and Airport Operating funds (5%).

Item D12 Board granted approval of Jacobs Project Management Co.'s Task Order #12/14-51 for the Services Authorized: Noise Program Coordinator for NIP Implementation Plan & Initial Testing PSO #51 in the amount of $88,000 to be funded by FAA (90%), and Key West Airport FY16 PFC funds 10% (application pending).

Item D13 Board granted approval of Jacobs Project Management Co.'s Task Order #12/ 14-55 for the Services Authorized: DBE Implementation Services PSO #55 in the amount of $65,810 to be funded by FDOT -grant pending and local match from Airport Operating funds (Planning Studies).

Item D14 Board granted approval of Jacobs Project Management Co.'s Task Order #12/14-56 for the Services Authorized: MTH Hangars Additional Design, FBC Update &

Phased Package PSO #56 in the amount of $58,702 to be funded by FDOT (80%), and Marathon Airport Operating funds (20%).

Item D15 Board granted approval of THC, Inc. Professional Service Order #1 for the: Implementation of Noise Insulation Program- (Phase 1 Design Services) in the amount of $494,010.60 to be funded FAA (90%), and Airport Operating funds (10%).PFC Application#16 pending.

Item D16 Board granted ratification and approval of State of Florida Department of Transportation Joint Participation Agreement Number G0553 providing funding for security fence upgrades and improvements at the Key West International Airport in the total amount of $555,480 to be funded 50% FDOT ($277,740) and 50% Airport operating funds ($277,740) .

Item D17 Board granted approval of Third Amendment to Management Agreement with USA Parking System, Inc., extending the agreement on a month to month basis pending bid opening and award of new contract for Parking Lot Management at Key West International Airport (KWIA).

Item D18 Board granted approval of amendment to lease to extend the commencement of construction deadline for the Marathon Landing & Flying Club, Inc. to construct a 4,800 square foot enclosed hangar for the storage of aircraft. TI1e deadline for commencement of construction will be extended by 12 months, from January 6, 2016 to January 6, 2017.

Item D19 Board granted approval of bid award, waiver of bid irregularities, and approval of contract with Douglas N. Higgins, Inc. (D.N. Higgins) for Terminal Force Main Connection and Tenant Sewer Laterals Project Florida Keys Marathon International Airport in the amount of $273,130 to be funded with FAA, FDOT and Airport Operating Funds. This project is required to bring the airport sewer connections in compliance with FDEP mandates.

Item D20 Board granted ratification and approval of State of Florida Department of Transportation Joint Participation Agreement Number G0562 providing funding for Master Plan update for the Key West International Airport in the total amount of $100,000 to be funded 50% FDOT ($50,000) and 50% Airport operating funds ($50,000).

Item D21 Board granted approval of a resolution by the Monroe County Board of County Commissioners providing for the payment out of the general fund to the airport enterprise fund the amount of $937.26 per month beginning September 15, 2015 for office space (Rooms 120, 121, 122) at the Florida Keys Marathon International Airport for the offices of Guardian Ad Litem.

RESOLUTION #255-2015 IS INCORPORATED HEREIN BY REFERENCE

Item D22 Board granted ratification of Community Care for the Elderly (CCE) Contract KC-1571 between the Alliance for Aging, Inc., and Monroe County BOCC/Monroe County Social Services for the contract year 2015-2016 (7/1/15-6/30/16) in the amount of $413,700.00.

Item D23 Board granted ratification of Nutrition Services Incentive Program (NSIP) Amendment 002 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/ 1/14 -services end on 9/30/ 15; contract ends on 12/31/ 15) to increase funding and level of service by $731.24.

Item D24 Board granted ratification of Nutrition Services Incentive Program (NSIP) ContractUS-1651 between the Alliance for Aging, Inc., and Monroe County BOCC/Monroe County Social Services for the contract year 2015-2016 (10/1/15 - services end on 9/30/16; contract ends on 12/31/ 16) in the amount of $27,245.93.

Item D25 Board granted ratification of Alzheimer's Disease Initiative Program (ADI) Contract KZ-1597 between the Alliance for Aging, Inc., (AAA) and Monroe County BOCC/Monroe County Social Services for the contract year 2015-2016 (711/15- 6/30/16) in the amount of $145,693.20.

Item D26 Board granted ratification of Home Care for the Elderly (HCE) Contract KH-1572 between the Alliance for Aging, Inc., and Monroe County BOCC/Monroe County Social Services for the contract year 2015-2016 (7/1/15- 6/30/16) in the amount of $10,622.00.

Item D27 Board granted ratification of Modification #1 of Weatherization Assistance Program (WAP) Agreement # 15WX-OG-ll-54-01-039 between the Department of Economic Opportunity (DEO) and the County of Monroe/Monroe County Social Services for the period of March 1, 2015 through March 31,2016, in the amount of$13,131.00.

Item D28 Board granted approval of Amendment to Agreement for Disposal of Remains between Dean-Lopez Funeral Home and Monroe County BOCC/Monroe County Social Services to extend the term of the agreement by one year to a contract period of 10/16/2015 through 10/15/2016.

Item D29 Board granted approval of Amendment to Agreement for Disposal of Remains between Castillo & Thurston's Key West Mortuary and Monroe County BOCC/Monroe County Social Services to extend the term of the agreement by one year to a contract period of 10/16/2015 through 10/15/2016.

Item D30 Board granted approval of Amendment to Agreement for Disposal of Remains between Allen Funeral Directors, LLC., d/b/a Allen Beyer Funeral Home and Monroe County BOCC/Monroe County Social Services to extend the term of the agreement by one year to a contract period of 10/16/2015 through 10/15/2016.

Item D31 Board granted ratification of Modification #3 of Low Income Home Energy Assistance Program (LIHEAP) Agreement # 15EA-OF-11-54-0l-019 between the Department of Economic Opportunity (DEO) and the County of Monroe/Monroe County Social Services for the period of April 1, 2015 through March 31,2016, in the amount of $212,598.00.

Item D32 Board granted approval of task order with Kisinger Campo & Associates , for professional design and permitting services for the Sugarloaf Boulevard Bridge Replacement Project. This task order is being awarded under the On Call contract for Professional Engineering Services in the lump sum fee of $398,496.69 with $8,625.50 in estimated expenses.

Item D33 Board granted receipt of monthly report on change orders reviewed by the County Administrator's Office.

Item D34 Board granted approval of the third and final Renewal and Amendment Agreement to the Administrative Agreement with the Florida Keys Council of the Arts (FKCA) to utilize 10% of the 1% Art in Public Places allocation for capital projects, to pay for administrative expenses.

Item D35 Board granted approval of a Second Amendment to the Agreement with Currie Sowards Aguila Architects (CSA) for the design through construction administration of a new P.K. Courthouse and Detention Center. This project is funded through fund 314 revenue bond.

Item D36 Board granted approval of a contract with Synalovski Romanik Saye, LLC (SRS) for the design through construction administration of a new library in the City of Marathon, funded by fund 314 revenue bond.

Item D37 Board granted ratification of the purchase of materials and labor required to replace the rooftop chiller at the Gato Building, funded by the one-cent infrastructure tax.

Item D38 Board granted approval of a First Amendment to the Agreement with Littlejohn Engineering Associates for the design of a scenic overlook at the Big Pine Key Swimming Hole. The project design is funded by the Florida Department of Transportation (FDOT).

Item D40 Board granted approval to advertise a Request for Proposal for retrofitting and pennanent installation of the generator at the Murray E.Nelson Building.

Item D41 Board granted approval to rescind Local Agency Program Agreement (LAP) with the Florida Department of Transportation (FDOT) for design of Rowell's Marina scenic overlook due to 3 scrivener's errors in project costs; and to execute corrected LAP. This project is funded 100% by FDOT through the Transportation Alternatives Program.

Item D42 Board granted approval to enter into a Continuing Services Contract for Professional Engineering and Surveying Services with Avirom and Associates, Inc. whereas, consultant has agreed will provide professional services for miscellaneous projects in which construction costs do not exceed $100,000.00 or for individual study where the fee for professional services do not exceed $.10,000.00. (REVISED WORDING & BACKUP 10/.13/15: Wording as edited/contract now signed.).

Item D43 Board granted approval to enter into a Continuing Services Contract for Professional Engineering and Suryeying Services with CPH, Inc. whereas, consultant will provide professional services for miscellaneous projects in •which construction costs do not exceed $100,000.00 or for individual study where the fee for professional services do not exceed $10,000.00. (REVISED WORDING & BACK-UP.10/13/15: Wording as edited/contract now signed).

Item D44 Board granted approval to enter into a Continuing Services Contract for Professional Engineering Services with CSA Central, Inc. whereas, consultant will provide professional services for miscellaneous projects in which construction costs do not exceed $100,000.00 or for individual study where the fee for professional services do not exceed $10,000.00. (REVISED .BACK-UP 10/13/15: Contract now signed).

Item D45 Board granted approval to enter into a Continuing Services Contract for Professional Engineering and Surveying Services with Florida Keys Land Surveying, Inc. whereas, consultant will provide professional services for miscellaneous projects in which construction costs do not exceed $100,000.00 or for individual study where the fee for professional services do not exceed $10,000.00. (REVISED BACK-UP 10/13/15: Contract now signed).

Item D46 Board granted approval to enter into a Continuing Services Contract for Professional Engineering and Surveying Services with FR Aleman and Associates, Inc. whereas, consultant wili provide professional services for miscellaneous projects in which construction costs do not exceed $100,000.00 or for individual study where the fee for professional services do not exceed $10,000.00. (REVISED BACK-UP 10/13/15: Contract now signed).

Item D47 Board granted approval to enter into a Continuing Services Contract for Professional Engineering and Surveying Services with Perez Engineering and Development, Inc., whereas consultant will provide professional services for miscellaneous projects in which construction costs do not exceed $100,000.00 or for individual study where the fee for professional services do not exceed $10,000.00. (REVISED WORDING & BACK-UP 10/13/15: Wording as edited/contract now signed).

Item D48 Board granted approval to enter into a Continuing Services Contract for professional engineering services with Thompson Youngross Engineering

Consultants, Inc., whereas consultant will provide professional services for miscellaneous projects in which construction costs do not exceed $100,000.00 or for individual study where the fee for professional services do not exceed $10,000.00. (REVISED WORDING & BACK-UP 10/13/ 15: Wording as edited/contract now signed).

Item D49 Board grantd approval to award bid and enter into a contract with Kenmar General Contracting, LLC for the Gato Building painting and repairs, funded through both ad valorem and the one-cent infrastructure tax. (REVISED BACK-UP 10/13/15: Contract now signed).

Item D50 Board granted approval to exercise the second option to renew the contact with Air Mechanical & Service Corp. for a full maintenance program for the two centrifugal chillers at Jackson Square.

Item D51 Board granted approval to exercise the second option to renew the contract with Culver's Cleaning Company for Janitorial Services at Veteran's Memorial Park Restrooms, Little Duck Key, Monroe County. This contract is funded in full by Tourist Development Funds.

Item D52 Board granted approval to award bid and execute a contract with Sub Zero, Inc., for Lower Keys facilities central air conditioning maintenance and repair.

Item D53 Board granted approval to renew the License Agreement with the United States Department of the Navy for use of Navy shoreline on Boca Chica Beach.

Item D54 Board granted approval to modify the fee structure for the use of Government meeting rooms, and Channel 76 televising costs for FY16.

Item D55 Board granted approval to execute an Interlocal Agreement with the City of Marathon for utilization of the County meeting room in Marathon for 24 City Council meetings.

Item D56 Board granted approval of First Renewal, Second Amendment Agreement with Stockton Maintenance Group, Inc. (SMG) for janitorial services at the May Hill Russell Library and Department of Juvenile Justice Building , second floor.

Item D57 Board granted approval of Consent to Assignment of Agreement for the Operation of the Marathon Animal Shelter and to provide animal control services from Mile Marker 16.7 to Mile Marker 70 between Safe Harbor Animal Rescue of the Keys, Inc., (SHARK), as the Assignor and Florida Keys Society for Prevention of Cruelty to Animals, Inc., (FKSPCA) as the Assignee.

Item D58 Board granted approval of an agreement with Physio-Control, Inc., commencing on November 1, 2015 running through October 31, 2016, with automatic renewals thereafter until terminated, for the for sole-source preventative maintenance and

inspection of existing medical LifePa.k equipment, and any additional medical LifePa.k equipment purchased from Phy sio, and approval for the Fire Chief to sign all documents as needed to complete the transaction.

Item D59 Board granted Issuance (renewal) of a Class B Certificate of Public Convenience and Necessity (COPCN) to National Health Transport, Inc. for the operation of a non-emergency medical transportation service for the period October 19,2015 through October 18,2017.

Item D60 Board granted approval of various resolutions for the transfer of funds and resolutions for the receipt of unanticipated revenue. (REVJSED BACK-UP 10/13/15: Resolutions now added to backup).

- **Resolution #256-2015 Amending Resolution 215-2015 Fund 403**
- **Resolution #257-2015 Amending Resolution 216-2015 trsf Fund 403**
- **Resolution #258-2015 Amending Resolution 219-2015 trsf Fund 406**
- **Resolution #259-2015 Transfer of Funds for Fund Various Cost Allocation**
- **Resolution #260-2015 Receipt of unanticipated funds for Fund 404**
- **Resolution #261-2015 Receipt of unanticipated funds for Fund 404**
- **Resolution #262-2015 Receipt of unanticipated funds for Fund 406**
- **Resolution #263-2015 Receipt of unanticipated funds for Fund 403**
- **Resolution #264-2015 Receipt of unanticipated funds for Fund 403**
- **Resolution #265-2015 Receipt of unanticipated funds for Fund 404**
- **Resolution #266-2015 Receipt of unanticipated funds for Fund 404**
- **Resolution #267-2015 Transfer of funds for Fund 403, 404, 406**
- **Resolution #268-2015 Transfer of funds for Fund 001**
- **Resolution #269-2015 Amending Resolution 045-2015 rollover Fund 125**
- **Resolution #270-2015 Transfer of funds for Fund 304**
- **Resolution #271-2015 Receipt of unanticipated for Fund 125**
- **Resolution #272-2015 Receipt of unanticipated funds for Fund 125**
- **Resolution #273-2015 Transfer of funds for Fund 160**
- **Resolution #274-2015 Receipt of unanticipated for Fund 125**
- **Resolution #275-2015 Rollover of unanticipated Fund 125**
- **Resolution #276-2015 Receipt of unanticipated funds for Fund 125**
- **Resolution #277-2015 Receipt of unanticipated funds for Fund 125**
- **Resolution #278-2015 Transfer of funds for Fund 102**
- **Resolution #279-2015 Receipt of unanticipated funds for Fund 125**
- **Resolution #280-2015 Receipt of unanticipated funds for Fund 125**
- **Resolution #281-2015 Receipt of unanticipated funds for Fund 125**
- **Resolution #282-2015 Rollover of unanticipated Fund 125**
- **Resolution #283-2015 Rollover of unanticipated Fund 125**
- **Resolution #284-2015 Rollover of unanticipated Fund 125**

- **Resolution #285-2015 Rollover of unanticipated Fund 125**
- **Resolution #286-2015 Rollover of unanticipated Fund 125**
- **Resolution #287-2015 Rollover of unanticipated Fund 125**
- **Resolution #288-2015 Rollover of unanticipated Fund 125**
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- **Resolution #292-2015 Rollover of unanticipated Fund 125**
- **Resolution #293-2015 Rollover of unanticipated Fund 125**
- **Resolution #294-2015 Rollover of unanticipated Fund 125**
- **Resolution #295-2015 Rollover of unanticipated Fund 125**
- **Resolution #296-2015 Rollover of unanticipated Fund 125**
- **Resolution #297-2015 Rollover of unanticipated Fund 125**
- **Resolution #298-2015 Rollover of unanticipated Fund 125**
- **Resolution #299-2015 Rollover of unanticipated Fund 125**
- **Resolution #300-2015 Transfer of funds for Fund 001 & 502**
- **Resolution #301-2015 Rollover of unanticipated Fund 125**
- **Resolution #302-2015 Receipt of unanticipated funds for Fund 125**
- **Resolution #303-2015 Rollover of unanticipated Fund 125**
- **Resolution #304-2015 Rollover of unanticipated Fund 125**
- **Resolution #305-2015 Rollover of unanticipated Fund 125**
- **Resolution #306-2015 Rollover of unanticipated Fund 125**
- **Resolution #307-2015 Rollover of unanticipated Fund 125**
- **Resolution #308-2015 Rollover of unanticipated Fund 125**
- **Resolution #309-2015 Rollover of unanticipated Fund 125**
- **Resolution #310-2015 Rollover of unanticipated Fund 125**
- **Resolution #311-2015 Receipt of unanticipated funds for Fund 125**
- **Resolution #312-2015 Rollover of unanticipated Fund 125**
- **Resolution #313-2015 Receipt of unanticipated funds for Fund 125**
- **Resolution #314-2015 Rollover of unanticipated Fund 125**
- **Resolution #315-2015 Rollover of unanticipated Fund 125**
- **Resolution #316-2015 Rollover of unanticipated Fund 403**
- **Resolution #317-2015 Rollover of unanticipated Fund 403**
- **Resolution #318-2015 Rollover of unanticipated Fund 403**
- **Resolution #319-2015 Rollover of unanticipated Fund 403**
- **Resolution #320-2015 Rollover of unanticipated Fund 403**
- **Resolution #321-2015 Rollover of unanticipated Fund 403**
- **Resolution #322-2015 Rollover of unanticipated Fund 403**
- **Resolution #323-2015 Rollover of unanticipated Fund 404**
- **Resolution #324-2015 Rollover of unanticipated Fund 404**
- **Resolution #325-2015 Rollover of unanticipated Fund 404**
- **Resolution #326-2015 Rollover of unanticipated Fund 404**
- **Resolution #327-2015 Rollover of unanticipated Fund 404**

- **Resolution #328-2015 Rollover of unanticipated Fund 404**
- **Resolution #329-2015 Rollover of unanticipated Fund 406**
- **Resolution #330-2015 Transfer of funds for Fund 403, 404, & 406**
- **Resolution #331-2015 Rollover of unanticipated Fund 403**
- **Resolution #332-2015 Transfer of funds for Fund 158**
- **Resolution #333-2015 Receipt of unanticipated funds for Fund 125**
- **Resolution #334-2015 Receipt of unanticipated funds for Fund 312**

Item D65 Board granted approval of an amendment to the Edward Byrne Memorial Justice Assistance Grant Program Funds Agreement with Samuel's House to extend the agreement period to November 30, 2015.

Item D66 Board granted approval of Agreements with Samuel's House, Boys and Girls Club of the Keys Area, Inc. and Florida Keys Outreach Coalition for the period from October 1, 2015 through September 30, 2016 to be funded by the Clerk's Drug Abuse Trust Fund, per Substance Abuse Policy Advisory Board recommendations.

Item D68 Board granted approval to enter into a Grant Agreement for a $39,512.00 grant awarded by the Environmental Protection Agency (EPA) in support of Florida Keys Water Watch, an environmental education program for canals, of which $25,867.00 was offered as in-kind personnel services from the UF IFAS Extension Service, and of which $13,645.00 is awarded in cash to the County. EPA Grant Award #OOD41115.

Item E1 Board granted approval of an Agreement with Key West Women's Club, Inc. covering the Hellings House Museum Phase I Repair & Restoration in an amount not to exceed $80,954, DAC I, FY 2016 Capital Resources.

Item E3 Board granted approval of an Agreement with Mote Marine Laboratory, Inc. covering the Coral Restoration in Key West project in an amount not to exceed $124,000, DAC I, FY 2016, Capital Resources.

Item E4 Board granted approval of an Agreement with Florida Keys Wild Bird Rehabilitation Center, Inc. covering the Mission Wild Bird permanent Street Signage project in an amount not to exceed $15,000, DAC IV, FY 2016, Capital Resources.

Item E5 Board granted approval of an Agreement with The Coral Restoration Foundation, Inc. covering the Coral Reef Restoration Key Largo project in an amount not to exceed $54,775, DAC V, FY 2016, Capital Resources.

Item E6 Board granted approval of an Agreement with Key West Players, Inc. covering the Waterfront Playhouse Dressing Rooms and Lighting Project in an amount not to exceed $91,300, DAC I, FY 2016, Capital Resources.

Item E7 Board granted approval of an Agreement with Islamorada, Village of Islands covering the Library Beach Playground Project in an amount not to exceed $12,739, DAC IV, FY 2016 Capital Resources.

Item E8 Board granted approval of an Agreement with The Studios of Key West, Inc. covering the Studios of Key West Rooftop Garden & Exhibition Space project, in an amount not to exceed $200,000, DAC I, FY 2016 Capital Resources.

Item E9 Board granted approval of an Agreement with Florida Keys Land & Sea Trust covering the Crane Point historic Adderley House Restoration project in an amount not to exceed $58,261, DAC III FY 2016 Capital Resources .

Item E10 Board granted approval of an Agreement with The Florida Keys History of Diving Museum, Inc. covering the Diving Museum Timeline Enhancement project in an amount not to exceed $28,150, DAC IV, FY 2016 Capital Resources.

Item E11 Board granted approval of an Agreement with The Coral Restoration Foundation , Inc. covering the Coral Restoration Foundation Coral Reef Restoration Marathon project, in an amount not to exceed $24,000, DAC III, FY 2016 Capital Resources.

Item E12 Board granted approval of an Agreement with The Coral Restoration Foundation, Inc. covering the Coral Restoration Foundation Coral Reef Restoration Key West project, in an amount not to exceed $12,000, DAQC I, FY 2016 Capital Resources.

Item E13 Board granted approval of an Agreement with Mote Marine Laboratory covering the Mote Marine Coral Restoration Big Pine and Lower Keys Project, in an amount not to exceed $49,000, DAC II, FY 2016 Capital Resources.

Item E14 Board granted approval of an Agreement with the Florida Keys Wild Bird Rehabilitation Center, Inc. covering the Florida Keys Wild Bird Parking Pavers project, in an amount not to exceed $21,900, DAC V, FY 2016 Capital Resources.

Item E15 Board granted approval of an Agreement with The Coral Restoration Foundation, Inc. covering the Coral Restoration Foundation Coral Reef Restoration Islamorada project, in an amount not to exceed $48,950, DAC IV, FY 2016 Capital Resources.

Item E16 Board granted approval of an Agreement with Key West Botanical Garden Society, Inc. covering the Botanical Garden Gate, Water Fountain, Sign and Kiosk project in an amount not to exceed $15,254, DAC I, FY 2016 Capital Resources.

Item E17 Board granted approval of an Agreement with the Key West Art and Historical Society, Inc. covering the Custom House Mechanical Upgrade project, in an amount not to exceed $189,816, DAC I, FY 2016 Capital Resources .

Item E18 Board granted approval of an Agreement with the City of Key West covering the Smathers and Rest Beach Maintenance Services project, in an amount not to exceed $520,000 per fiscal year through September 30, 2020, DAC I, FY 2016 Capital Resources.

Item E19 Board granted approval of an Amendment to Agreement with the City of Marathon to extend the termination date for the Marathon Ocean Front Park Phase 5- Boardwalk Project to March 31, 2016.

Item E20 Board granted approval of Fishing Umbrella event agreements for FY 2016 as per attached spreadsheet totaling $350,110.

Item E21 Board granted approval of Cultural Umbrella event agreements for FY 2016 as per attached spreadsheet totaling $597,120.

Item E22 Board granted approval of an Agreement with Rotary Club of Key Largo Charitable Events, Inc. covering Brew on the Bay in January 2016 in an amount not to exceed $15,000, DAC V, FY 2016 Event Resources.

Item E23 Board granted approval of an Agreement with Keys Area Interdenominational Resources, LLC covering Sombrero Beach Run in March 2016 in an amount not to exceed $20,000, DAC III, FY 2016 Event Resources.

Item E24 Board granted approval of an Agreement with Cl Management Group, Inc. covering Jimmy Johnson National Fishing Championship Week in March 2016 in an amount not to exceed $15,000, DAC V, FY 2016 Event Resources .

Item E25 Board granted approval of an Turnkey Event Agreement with The Storm Trysail Club, Inc. covering Quantum Key West Race Week in January 2016 in an amount not to exceed $100,000, DAC I, FY 2016 Event Resources.

Item E26 Board granted approval of an Agreement with Florida Powerboat Club, Inc. covering Winter Poker Run, 15th Annual in January 2016 in an amount not to exceed $20,000, DAC I, FY 2016 Event Resources.

Item E27 Board granted approval of an Agreement with Domestic Abuse Shelter, Inc. covering No Name Race in January 2016 in an amount not to exceed $7,500, DAC II, FY 2016 Event Resources .

Item E28 Board granted approval of an Agreement with Lower Keys Chamber of Commerce , Inc. covering 12th Annual Nautical Flea Market in January 2016 in an amount not to exceed $10,000, DAC II, FY 2016 Event Resources .

Item E29 Board granted approval of an Agreement with Key West Half Marathon LLC covering Key West Hlaf Marathon & 5K Run 18th Annual in January 2016 in an amount not to exceed $35,000, DAC I, FY 2016 Event Resources.

Item E30 Board granted approval of an Agreement with Monroe County Commercial Fishermen, Inc. covering Florida Keys Seafood Festival in January 2016 in an amount not to exceed $17,000, DAC I, FY 2016 Event Resources.

Item E31 Board granted approval of an Agreement with Key Largo Merchants Association Inc. covering Uncorked-Key Largo & Islamorada Food and Wine Festival in January 2016 in an amount not to exceed $45,000 (DAC IV= $20,000, DAC V = $25,000) FY 2016 Event Resources.

Item E32 Board granted approval of an Agreement with Key Largo Merchants Association, Inc. covering Key Largo Stone Crab & Seafood Festival in January 2016 in an amount not to exceed $40,000, DAC V, FY 2016 Event Resources.

Item E33 Board granted approval of an Agreement with Key West Business Guild, Inc. covering Key West Pride 2016 in June 2016 in an amount not to exceed $35,000, DAC I, FY 2016 Event Resources .

Item E34 Board granted approval of an Agreement with Key West Business Guild, Inc. covering Kamp Key West 2016 in May 2016 in an amount not to exceed $10,000, DAC I, FY 2016 Event Resources.

Item E35 Board granted approval on an Agreement with Mote Marine Laboratory, Inc. covering Florida Keys Ocean Festival & Waterfront Craft Show in April2016 in an amount not to exceed $17,000, DAC I, FY 2016 Event Resources .

Item E36 Board granted approval of an Agreement with Super Boat International Productions, Inc. covering Marathon Super Boat Grand Prix in June 2016 in an amount not to exceed $50,000, DAC III, FY 2016, Event Resources .

Item E37 Board granted approval of a Turnkey Agreement with Bauer Restaurant, Inc. covering Key West Songwriters Festival in May 2016 in an amount not to exceed $120,000, DAC I, FY 2016 Event Resources.

Item E38 Board granted approval of an Agreement with Key Largo Merchants Association, Inc. covering Key Largo's Original Music Festival in May 2016 in an amount not to exceed $25,000, DAC V, FY 2016 Event Resources.

Item E39 Board granted approval of an Agreement with Homes for Veterans , Inc.covering Keystock Music Festival in March 2016 in an amount not to exceed $10,000, DAC I, FY 2016 Event Resources.

Item E40 Board granted approval of an Agreement with Steele Blades, Inc. covering Miss Gay Southernmost USofA & Southernmost Classic Pageants in January 2016 in an amount not to exceed $10,000, DAC I, FY 2016 Event Resources.

Item E41 Board granted approval of an Agreement with Lush Key West LLC covering Key West Food and Wine Festival in January 2016 in an amount not to exceed $35,000, DAC I, FY 2016 Event Resources.

Item E42 Board granted approval of an Agreement with Reef Environmental Education Foundation Incorporated covering Reef Fest 2016 in Sept-Oct 2016 in an amount not to exceed $10,000, DAC V, FY 2016 Event Resources.

Item E43 Board granted approval of an Agrement with Phil Peterson's Key West Poker Run, L.L.C, covering Phil Peterson's 44th Key West Poker Run in September 2016 in an amount not to exceed $120,000 (DAC I :::;; $75,000, DAC II :::;; $15,000, DAC IV= $10,000), FY 2016 Event Resources.

Item E44 Board granted approval of an Agreement with Mad Dog Mandich Fishing Classic, LLC covering Mad Dog Mandich Fishing Classic in Sept- Oct 2016 in an amount not to exceed $10,000, DAC IV, FY 2016 Event Resources .

Item E45 Board granted approval of an Agreement with Exclusive Sports Marketing, Inc. of Florida covering Key West Halloween Half Marathon & SKin October 2016 in an amount not to exceed $10,000, DAC I, FY 2016 Event Resources.

Item E46 Board granted approval of an Agreement with Key Largo Baptist Church, Inc. covering Key Largo Bridge Run in November 2016 in an amount not to exceed $10,000, DAC V, FY 2016 Event Resources .

Item E47 Board granted approval of an Agreement with Key West Business Guild, Inc. covering Hot Pink Holidays 2016 in December 2016 in an amount not to exceed $10,000, DAC I, FY 2016 Event Resources.

Item E48 Board granted approval of an Agreement with Hawk's Cay Resort Sales, LLC covering Heroes Salute Weekend in September 2016 in an amount not to exceed $30,000, DAC III, FY 2016 Event Resources.

Item E49 Board granted approval of an Agreement with Hemingway Sunset Run & Paddleboard Race LLC covering Hemingway 5K Sunset Run and Paddleboard Race in July 2016 in an amount not to exceed $10,000, DAC I,FY 2016 Event Resources.

Item E50 Board granted approval of an Agreement with Islamorada Chamber of Commerce, Inc. covering Florida Keys Island Fest, 25th Annual in April2016 in an amount not to exceed $20,000, DAC IV, FY 2016 Event Resources.

Item E51 Board granted approval of an Agreement with Key West Business Guild, Inc. covering Womenfest Key West 2016 in September 2016 in an amount not to exceed $35,000, DAC I, FY 2016 Event Resources.

Item E52 Board granted approval of an Agreement with Lower Keys Chamber of Commerce, Inc. covering Underwater Music Festival, 32nd Annual in July 2016 in an amount not to exceed $15,000, DAC II,FY 2016 Event Resources.

Item E53 Board granted approval of an Agreement with Key West Business Guild, Inc. covering Tropical Heat 2016 in August 2016 in an amount not to exceed $10,000, DAC I, FY 2016 Event Resources.

Item E54 Board granted approval of an Agreement with Sunrise Rotary Foundation of Key West, Inc. covering Key West Brewfest in September 2016 in an amount not to exceed $25,000, DAC I, FY 2016 Event Resources.

Item E55 Board granted approval of a Turnkey Event Agreement with Hall of Fame Committee, of UM, Inc. covering University of Miami Sports Hall of Fame Celebrity Dolphin Tournament in June 2016 in an amount not to exceed $40,000, DAC IV, FY 2016 Event Resources .

Item E56 Board granted approval of a Turnkey Event Agreement with Super Boat International Productions, Inc. covering Key West World Championship Race in November 2016 in an amount not to exceed $120,000, DAC I, FY 2016 Event Resources.

Item E57 Board granted approval of an Agreement with Marvelous Pet Rescue, Inc. covering Keys WoofStock a Day of Peace Paws and Music in March 2016 in an amount not to exceed $10,000, DAC IV, FY 2016 Event Resources.

Item E58 Board granted approval of an Agreement with Naval Air Station Key West covering NAS Key West 2016 Southernmost Air Spectacular in April 2016 in an amount not to exceed $90,000 (DAC I=$75,000, DAC II;:; $15,000), FY 2016 Event Resources.

Item E59 Board granted approval of an Agreement with The Lodging Association of the Florida Keys and Key West, Inc. covering Key West Holiday Fest in December 2016 in an amount not to exceed $35,000, DAC I, FY 2016 Event Resources.

Item E60 Board granted approval of an Agreement with Key West Art and Historical Society, Inc. covering Papio's Kinetic Parade in May 2016 in an amount not to exceed $10,000, DAC I, FY 2016 Event Resources .

Item E61 Board granted approval of an Agreement with Multirace LLC covering Key West Triathlon (TRIKW) in December 2016 in an amount not to exceed $17,000, DAC I, FY 2016 Event Resources.

Item J1 Board granted approval of the 2015 US 1 Arterial Travel Time and Delay Study.

Item J2 Board granted approval of Work Order #17 for $30,352.45 under the URS Transportation Planning Continuing Services contract for a complete revision of the Monroe County Traffic Report Guidelines Manual.

Item J3 Board granted approval of Resolution for 6,850 square feet exemption from the Non-Residential Rate of Growth Ordinance (NROGO) pennit allocation system pursuant to Monroe Code Section 138- 50(4) for Mote Marine Laboratory, Inc., a not for profit 50l(c)(3) organization, located at 24244 US Highway 1, Summerland Key, Florida and is legally described as Lots 14 through 20, Block 2, Summerland Key Cove Addition Number 2, having real estate numbers: 00190870.000000; 00190880.000000; 00190890.000000; 00190900.000000; 00190910.000000; 00190920.000000; and 0190930.000000.

RESOLUTION #338-2015 IS INCORPORATED HEREIN BY REFERENCE

Item J4 Board granted approval of a resolution setting a public hearing for November 17, 2015, at the Harvey Government Center, Key West to consider a petition to renounce and disclaim any right of the County and the public in and to 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.

RESOLUTION #339-2015 IS INCORPORATED HEREIN BY REFERENCE

Item J5 Board granted approval of a resolution by the Monroe County Board of County Commissioners approving the 2014-2015 Annual Public Facilities Capacity Assessment Report.

RESOLUTION #340-2015 IS INCORPORATED HEREIN BY REFERENCE

Item J6 Board granted approval of SunGard Public Sector, Inc. contract to upgrade the CommunityPLUS v8.2 permitting, code compliance and planning system to version 9.1 for total of $44,540.

Item M1 Board granted approval for expenditure from the Law Enforcement Trust Fund.

$3, 250.00 Monroe Association for Remarcable Citizens, Inc.,

$2,000,00 Abate of Florida, Inc., Southernmost Chapter

Item M2 Board granted approval of First Amendment to Memorandum of Understanding (MOU) between the Monroe County Sheriff' Office and Monroe County Board of County Commissioners allocating funding from collection of court costs for crime prevention programs within the county, revising the list of law enforcement equipment to be purchased in Attachment A and reducing the total from $257,143.00 to $238,071.20.

Item N1 Board granted approval of the Contract between Monroe County Board of County Commissioners and the State of Florida, Department of Health for operation of the Monroe County Health Department- contract for 2015-2016.

Item O1 Board granted approval of the re-appointment of Matt Anderson to the Climate Change Advisory Committee as representative of District 1.

Item O2 Board granted approval of the appointment of Steve Wainstead to the Climate Change Advisory Committee as representative of District I.

Item P2 Board granted approval of 74 Additions for the Month of September 2015.

Item P3 Board granted approval of Four Assets for Interdepartmental Transfers.

Item P4 Board granted approval of Twenty-seven assets proposed for Surplus.

Item P5 Board granted approval of BOCC Warrants (Including Payroll) for the Month of September 2015.

• A/P and Grant Warrants	#10000756-10002327
• Payroll Warrants	#50000158-50000359
• Payroll Vouchers	#3057826-3058808
• W/Comp Warrants	#18816-19839

001 General Fund	$3,160,519.80
101 Fine & Forfeiture	282,969.98
102 Road/Bridges	610,949.54

115 TDC	392,510.72
116 TDC Admin	553,449.22
117 TDC District 1	570, 461.69
118 TDC District 2	123,503.72
119 TDC District 3	217,774.20
120 TDC District 4	246,184.47
121 TDC District 5	140,242.29
125 Grant Fund	462,580.54
130 Impact Fees/Roadways	21,288.18
141 Fire/Ambulance	1,170,101.62
144 Upper Keys Health Care	1,228.75
147 Unincorporated Service	96,849.57
148 Planning Building	663,670.97
149 Municipal Policing	33,895.90
150 E911 Enhancement Fund	118,691.21
152 Duck Key Security	1,088.32
153 Local Housing Assistance	3,696.00
157 Boating Improvement Fund	23,863.44
158 Miscellaneous Special Revenue Fund	285,518.61
160 Environmental Restoration	17,106.99
162 Law Enforcement Trust-600	-
163 Court Facilities	7,811.81
164 Drug Facilities Fees	10,414.62

166 Marathon Municipal Service	-
168 Bay Point Wastewater MSTU	117.33
169 Big Coppitt Wastewater	29.04
170 Key Largo Wastewater	-
171 Stock Island Wastewater	1,583.27
172 Cudjoe – Sugarloaf MSTU	-
175 Long Key-Layton MSTU	132.02
176 Duck Key MSTU	-
180 Building Funds	391,991.72
201 Building Dept. (PK)	-
207 2003 Revenue Bonds	703,483.87
301 Building Dept (MTH)	-
304 1 Cent Infrastructure	981,108.48
308 Infrastructure Sales Tax Revenue Bond	-
310 Big Coppitt Wastewater	492.03
311 Duck Key Wastewater	820.60
312 Cudjoe Regional WW Project	7,015,428.41
314 Series 2014 Revenue Bonds	173,621.25
401 Card Sound Bridge	69,666.61
403 Marathon Airport	288,665.75
404 Key West Int'l Airport	741,680.72
406 PFC & Operating Restrictions	135,305.53
414 MSD Solid Waste	1,433,963.55

501 Worker's Compensation	565,520.27
502 Group Insurance Fund	1,464,126.70
503 Risk Management Fund	139,251.75
504 Fleet Management Fund	169,612.76
512 Transit (KW)	-
610 Fire/EMS LOSAP Trust Fund	210.00
TOTAL SPENT IN AUGUST , 2015	**$23,493,183,82**

Item P6 Board granted approval of FKAA Invoices for the fiscal year (to include salaries), relating to the Cudjoe Regional Wastewater System Project. The invoices over $50,000.00 are being submitted for approval.

Item P7 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.

Item P8 Board granted approval of Tourist Development Council expenses for the Month of September 2015.

Item P9 Board granted official approval of Sept 2, 2015 BOCC Special Meeting Minutes.

Item P10 Board granted official approval of Sept. 3, 2015 BOCC Special Meeting Minutes.

Item P11 Board granted official approval of Sept. 9, 2015 BOCC Special Meeting Minutes.

Item P12 Board granted official approval of Sept. 11,2015BOCC Special Meeting Minutes.

Item Q3 Board Ratified approval of agreement with Bascom Communications and Consulting to create a proactive, strategic communications (informal/educational /promotional) plan to advance the Florida Keys Stewardship Act to dedicate funding to protect the environment of the Florida Keys and to support the legislative requirements and intent of the Florida Keys Protection Act designating the Florida Keys as an Area of Critical State Concern.

Item Q4 Board granted approval of First Amendments extending Professional Services Agreements with Van Scoyoc Associates, Inc. and PoliakotT, P.A. for federal lobbying services retroactive to September 30, 2015. (REVISED WORDING ONLY 10/13/15 - Added underlined language to match wording in agenda backup).

Item Q7 Board granted aproval of the appointment of Venita Garvin to the Health Council of South Florida for a two tear term in the category of Purchaser.

Item Q8 Board granted approval of the reappointment of Mr. Rudy Krause to the Career Service Council for a two year term.

Item Q9 Board granted approval of one "At Large" appointment to the Tourist Development Council District I Advisory Committee.

Item Q10 Board granted approval to enter into Grant Agreement X7-00D40915-0 for a $73,909.66 grant awarded by the Environmental Protection Agency (EPA) for the South Florida Geographic Initiative Grant Improving Water Quality in Residential Canals.

Item Q11 Board granted approval of Contract Renewal for Public Financial Management (PFM) on a month to month basis while an RFP for Financial Services is conducted. This is a professional service contract to provide financial planning, policy development, services related to debt transactions and other financial services.

Item Q12 Board granted approval to advertise a Request for Qualifications for financial advisory services.

Item R3 Board granted ratification of Professional Services Agreement with Pannone Lopes Devereaux & West LLC (PLDW) for legal services.

Item R4 Board granted approval of Third Amendment to agreement with law firm of Johnson, Anselmo in order to increase hourly rates for partner attorneys by $5 per hour.

Item R5 Board granted approval of contract rate with Division of Administrative Hearings (DOAH) from $148 per hour to $149 per hour effective retroactively to October 1, 2015, as provided by the contract and pursuant to F.S. 120.65.

Item R6 Board granted authorization to initiate litigation against Dennis E. Ellis and Majkan Ellis with the property located at 854 Ellen Dr., Key Largo, Florida, to seek compliance with the County Code and enforce a lien arising from Code Compliance case number CE13100146.

Item R7 Board granted authorization to initiate litigation against Nieves Financial Investment Corp. and 2003 Pirnilico Lane Trust and the property located at 203 Pimilico Lane, Key Largo, Florida, to seek compliance with the County Code and enforce a lien arising from Code Compliance case number CE13100189.

Item R8 Board granted authorization to initiate litigation against Vera McKinney and the property located at 20 Hibiscus Ln., Key Largo, Florida, to seek compliance

with the County Code and enforce a lien arising from Code Compliance case number C£14050074 .

Item R9 Board granted authorization to initiate litigation against James Howard and Patrick Howard and the property located at 29 Hibiscus Ln., Key Largo, Florida, to seek compliance with the County Code and enforce a lien arising from Code Compliance case number CE14050075.

Item R10 Board granted authorization to initiate litigation against Daniel T. Shalvatis and Cheryl Shalvatis and the property located at 886 LaPaloma Road, Key Largo, Florida, to seek compliance with the County Code and enforce a lien arising from Code Compliance case number CE14050103.

Item R11 Board granted authorization to initiate litigation against Larry M. McAlear and the property located at 252 Sands Road, Big Pine Key, to seek compliance with County Code and enforce a lien arising from Code Compliance case number CE 13100118.

Item R12 Board granted approval to advertise a public hearing to consider an ordinance amending the noise ordinance as found in Monroe County Code, Chapter 17, Sections 17-129 et seq.

Item R13 Board granted approval of a settlement agreement for a Code Compliance Lien Foreclosure Case styled Monroe County v. Ray W Jr., Thompson, Case No. CA-P-15-67, regarding real property located at 118 Buttonwood Avenue, Key Largo, FL.

Item R15 Board granted approval of one correction due to a scrivener's error in the Interlocal Agreement ("ILA") between Monroe County and the City of Marathon transferring 41 Low and 5 Very Low Affordable Housing ROGO Allocations from Monroe County to the City of Marathon, previously approved at the September 16, 2015 meeting of the Board of County Commissioners ("BOCC").

THE FIRE AND AMBULANCE DISTRICT 1 BOARD OF GOVERNOR'S BOARD MEETING

FIRE & AMBULANCE DISTRICT 1 BOARD OF GOVERNORS

Present and answering to the Roll Call was Mayor Danny Kolhage, Commissioner/Chairman George Neugent, Commissioner David Rice, Councilwoman Katie Scott, and Vice Mayor Clark Snow.

Item H2 A Motion was made by Commissioner Rice and seconded by Mayor Kolhage granting approval of an agreement with Physio-Control, Inc., commencing on November 1, 2015 running through October 31, 2016, with automatic renewals thereafter until terminated, for the for sole-source preventative maintenance and inspection of existing medical LifePak equipment, and any additional medical LifePak equipment purchased from Physio, and approval for the Fire Chief to sign all documents as needed to complete the transaction. Motion was approved unanimously.

Item H3 A Motion was made by Mayor Kolhage and seconded by Commissioner Rice granting approval of Resolution correcting Resolution 202-2015, in order to correct a scrivener's error in the Final Millage Rate for Lower and Middle Keys Fire and Ambulance District I for Fiscal Year 2016. Motion was approved unanimously.

RESOLUTION # 337-2015 IS INCORPORATED HEREIN BY REFERENCE

FIRE AND AMBULANCE DISTRICT 1 BOARD OF GOVERNORS ADJOURNED AND THE BOARD OF COUNTY COMMISSIONER'S MEETING RECONVENED

Item D4 A Motion was made by Commissioner Carruthers and seconded by Commissioner Neugent granting approval of the 2015 Blue Options Benefit Booklet for Covered Plan Participants of Monroe County BOCC Group Health Plan (a.k.a. Plan Document). Motion was approved unanimously.

Item D10 A Motion was made by Mayor Kolhage and seconded by Commissioner Neugent granting approval of Jacobs Project Management Co.'s Task Order #12/14-47 for the Services Authorized: EYW Master Plan Update PSO #47 in the amount of $855,598 to be funded by FAA (90%), FDOT- grant pending (5%), and Airport Operating funds (5%). Motion was approved unanimously.

Agenda Item D11 was previously approved Bulk but discussed by the Board following Agenda Item D10 briefly.

Item D39 A Motion was made by Commissioner Carruthers and seconded by Commissioner Rice granting approval of a 2nd Amendment to the contract with T.Y. Lin Intentational for professional services related to the relocation of Atlantic Boulevard at Higgs Beach Park. This project is funded by the one-cent infrastructure tax. (.REVISED BACKUP .10/13/15: Contract now signed). Motion was approved unanimously.

SOUNDING BOARD

Item U1 Sherry Popham requested to speak to the County Commissioners in regards to Duck Key Property Owner's Association concerns regarding decreasing water quality and accessibility in the renowned free flowing waterways that intersect the five islands that compromise Duck Key. Information and handouts provided to the Commissioners for discussion.

Item D61 A Motion was made by Commissioner Neugent and seconded by Commissioner Carruthers granting approval of Fiscal Year 2016 contracts with Monroe Council of the Arts Corporation d/b/a Florida Keys Council of the Arts and the Historic Florida Keys Foundation, Inc. for BOCC direct line-item funding.

A Roll-Call was taken by the Clerk with the following results:

Commissioner Carruthers	Yes
Commissioner Murphy	Yes
Commissioner Neugent	Yes
Commissioner Rice	Abstain, Voting Conflict
Mayor Kolhage	Yes

Motion carried.

Item D62 A Motion was made by Commissioner Neugent and seconded by Commissioner Carruthers granting approval of Fiscal Year 2016 contracts with non-profit organizations funded by the Board of County Commissioners through recommendations of the Human Services Advisory Board (HSAB).

A Roll-Call was taken by the Clerk with the following results:

Commissioner Carruthers	Yes
Commissioner Murphy	Yes
Commissioner Neugent	Yes
Commissioner Rice	Abstain, Voting Conflict
Mayor Kolhage	Yes

Motion carried.

Item D63 A Motion was made by Commissioner Neugent and seconded by Commissioner Carruthers granting approval of a Resolution ratifying submission of the Florida Department of Law Enforcement Residential Substance Abuse Treatment application for funding due to a submission deadline of October 9, 2015 and

authorizing the Mayor to execute acceptance of award and related documents. (REVISED BACK- UP 10/13/15: Section 1. in resoiution revised).

A Roll-Call was taken by the Clerk with the following results:

Commissioner Carruthers	Yes
Commissioner Murphy	Yes
Commissioner Neugent	Yes
Commissioner Rice	Abstain, Voting Conflict
Mayor Kolhage	Yes

Motion carried.

RESOLUTION #335-2015 IS INCORPORATED HEREIN BY REFERENCE

Item D64 A Motion was made by Commissioner Neugent and seconded by Commissioner Carruthers granting ratification of the Edward Byrne Memorial Justice Assistance Grant (JAG) funding distribution letter to the Florida Department of Law Enforcement (FDLE) for fiscal year 2015-2016 (Oct. 1, 2015 through Sept. 30, 2016) and Approval of a Resolution ratifying submission of the FDLE JAG applications for funding due to submission deadlines and further authorizing the Mayor to execute acceptance of award related documents.

A Roll-Call was taken by the Clerk with the following results:

Commissioner Carruthers	Yes
Commissioner Murphy	Yes
Commissioner Neugent	Yes
Commissioner Rice	Abstain, Voting Conflict
Mayor Kolhage	Yes

Motion carried.

RESOLUTION #336-2015 IS INCORPORATED HEREIN BY REFERENCE

Item D67 A Motion was made by Commissioner Carruthers and seconded by Commissioner Neugent granting approval of the County Administrator and Assistant County Administrator's appointment of James "Alan" MacEachern to the position of Department Head, Information Technology. Alan MacEachern addressed the Board showing his appreciation of the appointment. Motion was approved unanimously.

Item D69 A Motion was made by Commissioner Murphy and second by Commissioner Rice granting approval to enter into Agreement for Sale and Purchase with seller

Reliance Holdings, LLC. to purchase three parcels in Cutthroat Harbor for the proposed Summerland Fire Station location. Motion was approved unanimously.

TOURIST DEVELOPMENT COUNCIL

Item E2 A Motion was made by Commissioner Carruthers and seconded by Commissioner Neugent granting approval of an Agreement with Historic Florida Keys Foundation, Inc. covering the Oldest House Replace/Repair Foundation & Supports in an amount not to exceed $45,000, DAC I, FY 2016 Capital Resources.

A Roll-Call was taken by the Clerk with the following results:

Commissioner Carruthers	Yes
Commissioner Murphy	Yes
Commissioner Neugent	Yes
Commissioner Rice	Abstain, Voting Conflict
Mayor Kolhage	Yes

Motion carried.

PLANNING AND ENVIRONMENTAL RESOURCES, BUILDING CODE COMPLIANCE DEPARTMENTS

Item J8 Bill Hunter provides an update from the Affordable Housing Advisory Committee (AHAC) and submission of a resolution adopted by the AHAC providing recommendations to the BOCC on the three assignments to be completed by October 2015, as assigned to the AHAC pursuant to Resolution 189-2015. After Discussion, staff (Mayte Santamaria; Senior Director of Planning & Environmental Resources) seeked direction as to (a), (b), & (c) within the agenda item.

(a) A Motion was made by Commissioner Carruthers and seconded by Commissioner Murphy to direct staff to incorporate these definitions as mentioned into the Land Development Code. Motion was approved unanimously.
(b) A Motion was made by Commissioner Carruthers and seconded by Commissioner Murphy to accept the need within Monroe County for Affordable Housing. Motion was approved unanimously.
(c) A Motion was made by Commissioner Carruthers and seconded by Commissioner Murphy recommending BOCC take action to strengthen the county's ability to qualify and monitor affordable housing. Motion was approved unanimously and to include all bullets as described.

ENGINEERING

Item I — Linda Johnson presented a presentation of the Florida Department of Transportation (FDOT) Tentative Five Year Work Program for fiscal years 2016-2017 through 2020-2021. Gus Pego, P.E. District Six Secretary of FDOT addressed the Board.

PLANNING AND ENVIRONMENTAL RESOURCES, BUILDING AND CODE COMPLIANCE DEPARTMENTS

Item K2 — Michael DelCharco, P.E. presented a presentation on the updated schedule and scope of work regarding modeling being used in Monroe County's Coastal Flood Risk Study. The Coastal Flood Risk Study being conducted as part of FEMA's (Federal Emergency Management Agency's) flood hazard mapping currently underway for Monroe County. Christine Hurley, Assistant County Administrator Growth Management addressed the Board.

STAFF REPORTS

Item F — Kevin Wilson, Assistant County Administrator/Public Works & Engineering, provided a staff report with several updates; 30 day letter sewer connection and yard waste processing. Rhonda Haag, Sustainability Director provided an update on the gastification contract. Bob Shillinger; County Attorney and Romas Gastesi; County Administrator both addressed the Board.

CLOSED SESSION

Item L1 — Bob Shillinger, County Attorney announced an Attorney-Client Closed Session in the matter of Keith Cohen & Cheri Cohen v. Monroe County, Florida, Case No. 15-CV-10167, U.S. District Court.

Item L2 — Bob Shillinger, County Attorney announced an Attorney-Client Closed Session in the matter of Board of County Commissioners of Monroe County v. Rockland Investment Corporation, Inc., Case No. CA-K-15-717.

Item L3 — Bob Shillinger, County Attorney announced an Attorney-Client Closed Session in the matter of Mike Laudicina, Don Demaria , Cudjoe Gardens Property Owners Association and Sugarloaf Shores Property Owners Association v. FKAA, Florida Department of Environmental Protection and Monroe County, DOAH Case No. 15-1233/FDEP Case No. 14-0418.

Mayor Danny Kolhage declared the closed meeting ended and returned to the open session.

PUBLIC HEARINGS

Item T1 A Public Hearing to consider an ordinance rewriting Monroe County Code (MCC) Section 2-347(i) to reconcile the section with County Purchasing Policy Chapter 3, Part 5, incorporate certain statutory requirements, and provide clarifying terms and procedures for good faith bid security deposit procedure, forfeiture, and return in the competitive solicitation process for procurement of construction projects and water system or sewer improvements. No public speakers. A Motion was made by Commissioner Murphy and seconded by Commissioner Carruthers to adopt the following ordinance. The Motion was approved with Commissioner Rice not present.

ORDINANCE #020-2015 IS INCORPORATED HEREIN BY REFERENCE

Item T2 A public hearing to consider adoption of an ordinance amending Sections 2-79 and 2-81 of the Monroe County Code, regarding membership and meetings of the Monroe County Personnel Policies and Procedures Review Board. No public speakers. A Motion was made by Commissioner Murphy and seconded by Commissioner Carruthers to adopt the following ordinance. The Motion was approved with Commissioner Rice not present.

ORDINANCE #021-2015 IS INCORPORATED HEREIN BY REFERENCE

Item T3 A public hearing for an ordinance requmng the posting of Human Trafficking Public Awareness Signs at specified locations. Public speaker, Tim Gratz representing The Keys Coalition. A Motion was made by Commissioner Murphy and seconded by Commissioner Carruthers to adopt the following ordinance. The Motion was approved with Commissioner Rice not present.

ORDINANCE #022-2015 IS INCORPORATED HEREIN BY REFERENCE

Item T4 A public hearing to consider an ordinance amending Monroe County Code, Chapter 6, Sections 6-32:Working through a stop work order; 6-198: Definitions; 6-237(I)(a): Applications; Examinations; Issuance of contractor's certificate; 6-240(b): Fees; 6- 242: Request for renewal or reinstatement; 6-263: Created; and 6-20l(e)(2): Penalties. No public speakers. A Motion was made by Commissioner Murphy and seconded by Commissioner Neugent to adopt the following ordinance. The Motion was approved unanimously.

ORDINANCE #023-2015 IS INCORPORATED HERERIN BY REFERENCE

Item T5 A public hearing to approve an ordinance of the Monroe County Board of County Commission amending Section 2- 58 of the Monroe County Code (MCC) providing for the powers and duties of the County Administrator including authorizing the County Administrator to execute agreements under certain conditions. No public speakers. A Motion was made by Commissioner Neugent and seconded by Commissioner Murphy to adopt the following ordinance. The Motion was approved unanimously.

ORDINANCE #024-2015 IS INCORPORATED HEREIN BY REFERENCE

Item T6 A public hearing to adopt an ordinance amending the Monroe County Code to reflect changes in nomenclature as a result of the Table of Organization that was approved by the Board on July 15, 2015 and to provide definitions. No public speakers. A Motion was made by Commissioner Murphy and second by Commissioner Neugent to adopt the following ordinance. The Motion was approved unanimously.

ORDINANCE #025-2015 IS INCORPORATED HEREIN BY REFERENCE

Item T7 A Public Hearing to consider modifications to Monroe County Code of Ordinances Section 19-1 Abandonment of Right-of-Way. No public speakers. A Motion was made by Commissioner Murphy and seconded by Commissioner Rice to adopt the following ordinance. The Motion was approved unanimously.

ORDINANCE 026-2015 IS INCORPORATED HEREIN BY REFERENCE

Item T8 A Public hearing for a proposed abandonment of a portion of the right-of-way of 2nd Street that is adjacent to Lot 16, Block 30 and Lot 9, Block 29 both of Sand's Subdivision, Big Pine Key. No public speakers. A Motion was made by Commissioner Murphy and seconded by Commissioner Rice approving the proposed abandonment. The Motion was approved unanimously.

RESOLUTION #342-2015 IS INCORPORATED HEREIN BY REFERENCE

STAFF REPORTS

Item F Rhonda Hagg, Sustainability Director provided staff report to the Board .

PLANNING AND ENVIRONMENTAL RESOURCES, BUILDING AND CODE COMPLIANCE DEPARTMENTS

Item K1 Discussion of 2014 Florida Keys Areas of Critical State Concern (ACSC) Annual Report by the Florida Department of Economic Opportunity (DEO) to the Administration Commission; including the proposed "Vacant Lot Retirement and Hotel Unit AJlocation Rule.". No public speakers. Mayte Santamaria, Senior

Director of Planning and Environmental Resources, addressed the Board. Staff will be providing recommendations and seeking direction.

COUNTY ADMINISTRATOR

Item Q1 Roman Gastesi provided the County Administrator Report with one concern, the Ragnar Race. After discussion, a motion was made Commissioner Neugent and seconded by Commissioner Murphy to denie the Ragnar Race for this particular application.

A roll-call was taken by the Clerk with the following results:

Commissioner Carruthers	No
Commissioner Murphy	Yes
Commissioner Neugent	Yes
Commissioner Rice	Yes
Mayor Kolhage	Yes

Motion denied.

Item Q2 A Motion was made by Commissioner Neugent and seconded by Commissioner Murphy granting approval of draft legislation designed to establish specific appropriations to the Florida Keys for water quality and land acquisition needs, to be introduced by Representative Holly Raschein for the 2016 State Legislative Session. Lisa Tennyson, Intergovernmental Affairs, addressed the Board. Motion was approved unanimously.

Item Q5 A Motion was made by Commissioner Neugent and seconded by Commissioner Rice granting approval of Amendment No . 5 to the contract with AMEC Foster Wheeler Environment and Infrastructure, Inc. for the Engineering Design, Permitting, Field Assessments, Project Management and Engineering Support Services for the Canal Demonstration Projects to extend the scope of services at Canal #290 in the Avenues in Big Pine Key for additional Construction Administration and Construction Engineering Inspection Services. Rhonda Haag; Sustainability Director, Pedro Mercado; Assistant County Attorney, Bob Shillinger; County Attorney, Jerome with J & D Thomas Co., and Tina Boan; Director of Budget and Finance addressed the Board. First Public Speaker David Bell, his letter read into the record and second Public Speaker James Sutcliffe. Motion was approved unanimously but contingent on the fact of moving forward on canal 290's restoration. After discussioin, a Motion was made by Commissioner Murphy and seconded by Commissioner Neugent to offer the resident in questioned up to $700.00 a month for dry storage for his boats and up to the completion of the canal project.

A Roll-Call was taken by the Clerk with the following results:

Commissioner Carruthers	Yes
Commissioner Murphy	Yes
Commissioner Neugent	Yes
Commissioner Rice	Yes
Mayor Kolhage	No

Motion carried as amended.

PUBLIC HEARINGS

Item T9 A public hearing to consider approval of a resolution transmitting to the State Land Planning Agency an Ordinance by the Monroe County Board of County Commissioners amending the Livable Communikeys ProgramMaster Plan for Future Development of Big Pine Key and No Name Key by amending the Tier Designation for property owned by Longstock II, LLC, having Real Estate Numbers 00300090- 000000; 00300180-000000; 00300590-000000 and 00300670-000000 from Tier I to Tier III on Figure 2.1 (Tier Map For Big Pine Key And No Name Key). Alicia Putney and Doug Curlee addressed the Board as Public Speakers. Mike Roberts, Mayte Santamaria, Bart Smith, and Christine Hurley addressed the Board. A Motion was made by Murphy and seconded by Commissioner Carruthers adopting the following resolution but as represented on the record. Motion was approved unanimously.

RESOLUTION #341-2015 IS INCORPORATED HEREIN BY REFERENCE

COUNTY ADMINISTRATOR

Item Q6 A Motion was made by Commissioner Murphy and seconded by Commissioner Rice granting authorization entering into Amendment No. 5 with Erin L. Deady, P .A. for the development of the GreenKeys! Climate and Sustainability Plan to add additional modeling tasks and extend the contract at no cost. Motion was approved unanimously.

COUNTY ATTORNEY

Item R1 Bob Shillinger, County Attorney, provided the County Attorney's Report.

Item R2 Bob Shillinger; County Attorney requested 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 November 17, 2015 in Key West, FLat 1:30 p.m. or as soon thereafter as may be heard. A Motion was made by Commissioner Murphy and seconded by Commissioner Carruthers to hold an Attorney-Client Closed Session as stated. Motion was approved unanimously.

Item R17 Approval of a settlement agreement with Petitioners Cudjoe Gardens Property Owners Association, Inc., and Sugarloaf Shores Property Owners Association, Inc., in the case of Laudicina et al. v. Monroe County, et al., DOAH Case No. 14-1233. A Motion was made by Commissioner Neugent and seconded by Commissioner Carruthers to execute the settlement agreement. Cynthia Hall; Assistant County Attorney addressed the Board.

A Roll-Call was taken by the Clerk with the following results:

Commissioner Carruthers	Yes
Commissioner Murphy	Yes
Commissioner Neugent	Yes
Commissioner Rice	Yes
Mayor Kolhage	Yes

Motion Carried.

Item R14 A Motion was made by Commissioner Murphy and seconded by Commissioner Carruthers granting approval to advertise a public hearing for an ordinance pertaining to human trafficking by requiring that all adult entertainment workers obtain a worker identification card after providing age verification through the Tax Collector. Bob Shillinger; County Attorney addressed the Board.

A Roll-Call was taken by the Clerk with the following results:

Commissioner Carruthers	Yes
Commissioner Murphy	Yes
Commissioner Neugent	Yes
Commissioner Rice	Yes
Mayor Kolhage	Yes

Motion carried.

Item R16 A Motion was made by Commissioner Rice and seconded by Commissioner Murphy granting approval of corrections due to two scrivener's errors in the Interlocal Agreement ("ILA") between Monroe County and the City of Marathon transferring 32 Low and 4 Very Low Affordable Housing ROGO Allocations from Monroe County to the City of Marathon, previouslyapproved at the September 16, 2015 meeting of the Board of County Commissioners ("BOCC"). Motion was approved unanimously.

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: ~~December 9, 2015~~ 1/20/16 Department: FINANCE

Bulk Item: Yes X ___ No ___ Staff Contact /Phone #: William Chase/ 305-292-3573

AGENDA ITEM WORDING:
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.

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 Policy and Procedures, the BOCC shall retain final approval for all invoices/contracts. These involves (as per attached) are a total of all amounts submitted by the FKAA for the Cudjoe Regional Wastewater System. The Total of expenditures for the period of November is a total of $ 49,153.00 to be approved

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST:_____ **INDIRECT COST:** _____**BUDGETED:** Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $ 49,153.00 **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 #**_____

MONROE COUNTY INTERLOCAL AGREEMENT
FKAA INVOICES
CUDJOE REGIONAL WW PROJECT
UNDER $50,000.
DECEMBER MEETING

INVOICE NO	INVOICE DATE	FKAA VENDOR	AMOUNT REQUESTED	ALLOWABLE	DATE APPROVED
493C	9/30/2015	KEYS ENERGY	$7,596.88	$7,596.88	11/10/2015
512C	8/24/2015	KEYS ENERGY	$9,599.83	$9,599.83	11/10/2015
533C	9/11/2015	FLOWERS	$700.00	$700.00	11/10/2015
535C	9/11/2015	KEYS ENERGY	$6,391.03	$6,391.03	11/10/2015
550C	9/30/2015	FKAA WATER BILL	$37.45	$37.45	11/10/2015
551C	9/30/2015	KEYS ENERGY	$8,120.56	$8,120.56	11/10/2015
553C	9/30/2015	KEYS ENERGY	$396.30	$396.30	11/10/2015
560C	9/30/2015	FKAA PLANT	$625.00	$625.00	11/10/2015
561C	9/30/2015	FLOWERS	$9,900.00	$9,900.00	11/10/2015
562C	9/30/2015	FLOWERS	$855.00	$855.00	11/10/2015
563C	9/30/2015	FLOWERS	$570.00	$570.00	11/10/2015
534C	9/30/2015	CELL PHONE REIM	$2,750.00	$2,750.00	11/25/2015
567C	9/30/2015	COOKE COM.	$136.22	$136.22	11/25/2015
568C	9/30/2015	MIAMI HERALD	$274.73	$274.73	11/25/2015
570C	9/30/2015	FLOWERS	$1,200.00	$1,200.00	11/25/2015
			$49,153.00	$49,153.00	

County Staff

Submitted by:

William Chase

Reviewed by:

Pam Radloff

Approved by:

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: ~~December 9, 2015~~ 1/20/16 Department :FINANCE

Bulk Item: Yes X ___ No ___ Staff Contact /Phone #: William Chase/ 305-292-3573

AGENDA ITEM WORDING:
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.

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 Policy and Procedures, the BOCC shall retain final approval for all invoices/contracts. These involves (as per attached) are a total of all amounts submitted by the FKAA for the Cudjoe Regional Wastewater System. The Total of expenditures for the period of November is a total of $ 3,749,591.49 to be approved

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST:_____ **INDIRECT COST:** _____**BUDGETED:** Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $ 3,749,591.49 **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 #**_____

MONROE COUNTY INTERLOCAL AGREEMENT
FKAA INVOICES
CUDJOE REGIONAL WW PROJECT
OVER 50,000.
DECEMBER MEETING

INVOICE NO	INVOICE DATE	FKAA VENDOR	AMOUNT REQUESTED	ALLOWABLE	DATE APPROVED
537C	9/30/2015	WHARTON SMITH	$69,481.83	$69,481.83	11/10/2015
538C	9/30/2015	WHARTON SMITH	$235,529.00	$235,529.00	11/10/2015
545C	9/30/2015	CH2MHILL	$102,910.84	$102,910.84	11/10/2015
SALARIES	9/30/2015	FKAA JUNE	$85,688.20	$85,688.20	11/10/2015
552C	9/30/2015	GIANNETTI	$696,016.93	$696,016.93	11/10/2015
554C	9/30/2015	CH2MHILL	$216,990.38	$216,990.38	11/10/2015
556C	9/30/2015	CH2MHILL	$162,520.88	$162,520.88	11/10/2015
564C	9/30/2015	WHARTON SMITH	$72,224.75	$72,224.75	11/10/2015
565C	9/30/2015	LAYNE HEAVY	$2,108,228.68	$2,108,228.68	11/10/2015
			$3,749,591.49	$3,749,591.49	

County Staff

Submitted by:

William Chase

Reviewed by:

Pam Radloff

Approved by:

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

1/20/16

Meeting Date: ~~12/9-10/2015~~ Department: Finance Department

Bulk Item: Yes X No ___ Staff Contact /Phone #: Sharon Anaka (305) 292-3539
$1,020,377.80

AGENDA ITEM WORDING: Approval of Tourist Development Council expenses for the month of November 2015

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
CHECKS DISTRIBUTED FOR THE MONTH OF NOVEMBER 2015

VENDOR	CH #	DESCRIPTION	AMOUNT
ADVERTISING			
MOTION PICTURE ENT	10003599	FALL/WINTER 2015-2016	$104.70
TINSLEY ADVERTISING	10004084	DIVE UMBRELLA	$19,582.03
TINSLEY ADVERTISING	10003840	CULTURAL UMBRELLA	$3,997.00
TINSLEY ADVERTISING	10004084	FISHING UMBRELLA	$9,357.40
TINSLEY ADVERTISING	10003638	GENERAL ADVERTISING	$73,902.13
TINSLEY ADVERTISING	10004084	GENERAL ADVERTISING	$33,147.93
TINSLEY ADVERTISING	10004084	DAC 1 ADVERTISING	$72,285.96
TINSLEY ADVERTISING	10003840	DAC 2 ADVERTISING	$452.30
TINSLEY ADVERTISING	10004084	DAC 2 ADVERTISING	$6,555.00
TINSLEY ADVERTISING	10003840	DAC 3 ADVERTISING	$1,498.10
TINSLEY ADVERTISING	10004084	DAC 3 ADVERTISING	$2,610.60
TINSLEY ADVERTISING	10003840	DAC 4 ADVERTISING	$2,306.34
TINSLEY ADVERTISING	10004084	DAC 4 ADVERTISING	$57,152.76
TINSLEY ADVERTISING	10004084	DAC 5 ADVERTISING	$10,067.85
			$293,020.10
BRICKS & MORTAR PROJECTS			
BENDER AND ASSOCIATES	10004127	KEY WEST LIGHTHOUSE REPAIRS 93%	$1,700.00
CULVERS CLEANING	10003938	VET PARK OCT 15	$1,471.75
DL PORTER CONSTRUCTION	10004159	KW LIGHTHOUSE REPAIR	$197,712.04
EE&G ENVIRONMENTAL	10003955	HIGGS BEACH OCT15	$11,154.42
FL KEYS HISTORY & DIVING	10003723	SEGMENT 1 & 2	$29,729.00
			$241,767.21
EVENTS			
COOKE COMMUNICATIONS	10003547	HEROES & VILLIANS 15	$285.00
ELIZABETH N BULLARD	10003718	ISLA BONEFISH & PERMIT TRNY15	$1,800.00
FLORIDA KEYS COMMUNITY	10003965	SWIM AROUND KEY WEST 15	$9,743.30
ISLAMORADA CHARTERS	10003748	ISLAMORADA DOLPHIN TRNY 15	$440.00
KEY WEST FISHING TOURNAMENT	10003996	KW FISHING TOURNAMENT 15	$2,888.08
PHIL PETERSON' POKER RUN	10004213	PHIL PETERSON'S KW POKER RUN15	$120,000.00
THEME RUNS INC	10003837	HEROES & VILLIANS 15	$1,200.00
TINSLEY	10003638	FL KEYS & KW FILM COMM	$242.00
			$136,598.38
OFFICE SUPPLIES & OPER COSTS			
COOKE COMMUNICATIONS	10004152	DAC MTGS OCT 2015	$350.25
DESTI METRICS LLC	10004156	OCT 15 REPORTS	$501.00
DIVERSIFIED SERVICE	10003949	JANITORIAL SVCS OCT 15	$450.00
FEDERAL EXPRESS	10003564	SHIPPING	$295.98
FEDERAL EXPRESS	10003722	SHIPPING	$19.90
FEDERAL EXPRESS	10003961	SHIPPING	$89.09
FEDERAL EXPRESS	10004166	SHIPPING	$568.79
KEY WEST BUSINESS GIULD	10004189	OCT 2015 DUES	$4,166.00
MONROE COUNCIL OF THE ARTS	10004023	FKCOA OCT 2015	$5,020.50
OFFICE DEPOT INC	10003802	OFFICE SUPPLIES	$360.54
OFFICE DEPOT INC	10004032	OFFICE SUPPLIES	$328.80
SHI INTERNATIONAL	10004227	ADOBE ACROBAT PRO	$311.00
SHOW INSURANCE INC	10004058	6 MONS 2016 INSURANCE	$475.00
THE MIAMI HERALD MEDIA	10004233	DAC MTGS OCT 2015	$184.24
US TRAVEL ASSOCIATION	10004243	MEMBERSHIP 2016	$4,575.00
XEROX CORPORATION	10003855	COPYING	$367.21
			$18,063.30

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHECKS DISTRIBUTED FOR THE MONTH OF NOVEMBER 2015

PERSONNEL SERVICES

3406 NORTH ROOSEVELT BLVD		ADMIN SVC	
3406 NORTH ROOSEVELT BLVD		MARKET RESEARCH	
3406 NORTH ROOSEVELT BLVD		FILM LIASON	
3406 NORTH ROOSEVELT BLVD		PROMO STAFFING	
3406 NORTH ROOSEVELT BLVD		ADMIN SVC	
			$0.00

PUBLIC RELATIONS

STUART NEWMAN ASSOCIATES	10004229	PR EXP TRVL/ENTR	$1,706.40
STUART NEWMAN ASSOCIATES	10003829	PR GEN PROMO	$971.02
STUART NEWMAN ASSOCIATES	10004229	PR GEN PROMO	$6,940.38
STUART NEWMAN ASSOCIATES	10003829	PR PROF SERV	$55,587.50
STUART NEWMAN ASSOCIATES	10004229	PR PROF SERV	$55,437.50
STUART NEWMAN ASSOCIATES	10003928	PR STRINGER FEES OCT15	$6,531.00
			$127,173.80

SALES & MARKETING

AXIS TRAVEL MARKETING	W110315A	UK GERMAN FEES	$6,666.66
AXIS TRAVEL MARKETING	W110315A	TRAVEL EXPENSES	$5,539.21
AXIS TRAVEL MARKETING	W111015A	UK GERMAN FEES	$7,166.66
AXIS TRAVEL MARKETING	W111015A	TRAVEL EXPENSES	$7,598.55
COOKE COMMUNICATIONS	10003547	KEY LIME ACAD DATABASE & UPDATE	$7,200.00
DISCOVER AMERICA NORWAY	10003559	REISELIV 1/14-17/16	$3,894.00
FREEMAN DECORATING	10004172	BOOTH SUPPLIES NYT 1/8-10/16	$5,562.67
GET IT ACROSS	10003572	BROCHURE DISTRIBUTION 11/18-22/15	$548.00
GET IT ACROSS	10003572	SWITZERLAND SEMINAR 2/3/16	$4,866.38
INTL GAY & LESBIAN	10003579	CVB TOURIST BUREAUS	$745.00
METROPOLITAN EXPO	10004020	DALLAS SAN DIEGO 16	$7,934.22
NEVILLE BHADA	10004206	BOSTON FOCUS FORUM	$9,750.00
NSIGHT FOR TRAVEL	10004207	COMPETITIVE SETS	$6,750.00
ROBERT L ONEAL	10003619	2016 FL KEYS CALENDAR	$4,900.00
ROSEMONT EXPOSITION	10003813	CHICAGO 1/23-24/16	$2,965.00
TOURVEY LLC	10004235	SETUP FEE LITERARY REVIEW	$12,450.00
UNIGLOBE TRAVEL USA	10004240	PORT ST LUCIE 5/18-21/16	$3,000.00
VISIT FLORIDA	10004247	NYT TRAVEL SHOW 1/8-10/16	$3,350.00
			$100,886.35

TELEPHONE & UTILITIES

AMEUROP PHONE ASSIST	10003660	PHONE ASSIST OCT15	$1,500.00
AT&T	10003524	COC LINE CHARGES OCT15	$1,118.95
AT&T	10003523	30529419364040441	$191.39
AT&T	10003527	305W5041320010442	$515.60
AT&T	10004124	1717923405333	$620.12
FLORIDA KEYS AQUEDUCT AUTH	10003569	LIGHTHOUSE K10 OCT15	$232.00
FLORIDA KEYS AQUEDUCT AUTH	10003569	HH OCEAN OCT15	$227.31
FLORIDA KEYS AQUEDUCT AUTH	10003569	HH PARK E BEACH OCT15	$501.10
FLORIDA KEYS AQUEDUCT AUTH	10003569	HIGGS BCH RSTRM OCT15	$3,340.15
FLORIDA KEYS AQUEDUCT AUTH	10003569	TAP 79 OCT15	$153.60
FLORIDA KEYS ELECTRIC	10003731	HH PARK OCT15	$968.26
FLORIDA KEYS ELECTRIC	10003731	OCH BCH/HH PARK OCT15	$124.10
KEYS ENERGY SERVICES	10004191	1201 WHITE ST 102,103 & 104	$402.89
LYNDA STUART	10003774	CENT-LINK 9/18-10/17/15	$69.79
WASTE MANAGEMENT	10003646	HIGGS BCH PRJ NOV 15	$117.48
WASTE MANAGEMENT	10003646	HIGGS NOV15	$2,262.22
WASTE MANAGEMENT	10003646	L DUCK KEY NOV15	$409.52

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHECKS DISTRIBUTED FOR THE MONTH OF NOVEMBER 2015

$12,754.48

TRAVEL			
A JACK MEIER	10003513	FL ECONOMIC 11/29-12/2/15	$1,034.50
A JACK MEIER	10003873	CHICAGO 12/13-16/15	$931.50
AMMIE MACHAN	10003661	TDC MARATHON 11/3/15	$50.88
GUY ROSS	10004178	PALM SPRINGS 11/5-9/15	$2,305.10
HANNS EBENSTEN TRAVEL	10004179	PYNE NYC 11/14-17/15	$589.20
LIANA PYNE	10004194	WEDDING SALON NYC 11/14-17/15	$341.98
MAXINE PACINI	10003779	TDC MARATHON 11/3/15	$50.88
SABINE PONS-CHILTON	10003621	MONTREAL 10/21-25/15	$4,128.12
SABINE PONS-CHILTON	10004051	ORLANDO SHOW PREP	$120.56
STACEY MITCHELL	10004062	WTM LONDON 11/1-5/15	$813.41
STEVE K SMITH	10003630	RENTAL CAR FREIGHT RESEARCH	$638.20
STEVE K SMITH	10004063	PALM SPRINGS 11/3-9/15	$2,582.82
YVES VRIELYNCK	10004252	REISMAR 10/26-11/5/15	$1,183.67
			$14,770.82
VISITOR INFORMATION SERVICES			
GREATER KEY WEST CHAMBER	10003976	VIS OCT15	$27,813.36
GREATER MARATHON CHAMBER	10003977	VIS OCT15	$14,000.00
ISLAMORADA CHAMBER	10004183	VIS OCT15	$13,125.00
KEY LARGO CHAMBER	10003994	VIS OCT15	$12,425.00
LOWER KEYS CHAMBER	10004011	VIS OCT15	$7,980.00
			$75,343.36

$1,020,377.80

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: ~~December 9, 2015~~ 1/20/16 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 November 2015

ITEM BACKGROUND:

BOCC Warrants Issued for the Month Ending November 30, 2015 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: $8,212,472.12 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 November 2015

(1 page)

MONROE COUNTY CLERK'S OFFICE
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Accounts Payable/Grant Warrants	#10003499 - #10004252	$	5,796,382.08
Workers' Compensation Warrants	#20020 - #20115	$	103,383.52
Payroll Warrants	#50000566 - #50000683	$	1,425,694.64
Payroll Vouchers	#3060271 - #3061258	$	137,301.86
IRS Payroll Taxes	Electronic Payment	$	588,657.15
FRS Payroll Contributions	Electronic Payment	$	312,321.58
Payroll Transfers	Electronic Payment	$	62,309.32
Repayments of Bonds & Interest	Electronic Payment	$	8,888.04
Payments to State of Florida	Electronic Payment	$	7,824.09
Misc		$	226.50
NSF		$	205.35
Voided Checks		$	(23,808.78)
		$	8,419,385.35

Check Date	Check Number	Vendor		Amount
11/11/2015	10002728	INTERNATIONAL CONSULTING & EDUCATIO	$	(15,300.00)
11/11/2015	10003533	BAKER AND TAYLOR INC	$	(4,945.04)
11/11/2015	712659	MONROE COUNTY CLERK OF COURTS	$	(1,908.00)
11/18/2015	10003818	SHERWIN WILLIAMS - KEY WEST	$	(886.89)
11/4/2015	10001493	KEYS ENERGY SERVICES LIHEAP	$	(350.00)
11/18/2015	10003614	PURE HEALTH SOLUTIONS, INC.	$	(238.85)
11/23/2015	710219	THE LAW OFFICE OF ERSKINE & FLEISHE	$	(125.00)
11/23/2015	713171	MICHAEL PETCHEY	$	(50.00)
11/11/2015	712660	MONROE COUNTY CLERK OF COURTS	$	(5.00)
			$	(23,808.78)

November 2015
Summary (By Fund)
of
BOCC & TDC
Warrants, Voids
And Electronic Payments
(including Payroll)

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Fund	Expenditures by Fund	11/1/15-11/7/15 Week #1	11/8/15-11/14/15 Week #2	11/15/15-11/21/15 Week #3	11/22/15-11/28/15 Week #4	11/29/15-11/30/15 Week #5	TOTALS
001	General Fund	$ 162,681.85	$ 736,262.15	$ 323,933.81	$ 619,987.11	$ -	$ 1,842,864.92
101	Fine & Forfeiture	$ 1,958.12	$ 82,101.96	$ 46,980.80	$ 78,983.01	$ -	$ 210,023.89
102	Road/Bridges	$ 517.68	$ 55,290.25	$ 8,210.03	$ 52,449.00	$ -	$ 116,466.96
115	Tourist Development Council (TDC) - Two Penny	$ 1,961.97	$ 65,297.22	$ 31,834.76	$ 191,761.02	$ -	$ 290,854.97
116	TDC - Admin Promo 2 Cent	$ 102,362.98	$ 35,544.14	$ 200,558.75	$ 21,150.07	$ -	$ 359,615.94
117	TDC - District 1 Third Cent	$ 6,236.85	$ 8,442.61	$ 48,711.08	$ 209,639.67	$ -	$ 273,030.21
118	TDC - District 2 Third Cent	$ 563.12	$ 2,685.39	$ 9,451.75	$ 16,885.28	$ -	$ 29,585.54
119	TDC - District 3 Third Cent	$ -	$ 977.54	$ 14,000.00	$ 126.65	$ -	$ 15,104.19
120	TDC - District 4 Third Cent	$ -	$ 30,706.60	$ -	$ 23,239.52	$ -	$ 53,946.12
121	TDC - District 5 Third Cent	$ 728.41	$ 4,607.03	$ 12,425.00	$ 5,468.66	$ -	$ 23,229.10
125	Grant Fund	$ 25,831.41	$ 90,635.18	$ 51,774.16	$ 76,904.35	$ -	$ 245,145.10
130	Impact Fees/Roadways	$ 12,551.50	$ 80,652.51	$ -	$ -	$ -	$ 93,204.01
141	Fire/Ambulance	$ 20,262.62	$ 276,425.31	$ 27,800.00	$ 287,267.73	$ -	$ 611,755.66
144	Upper Keys Health Care	$ -	$ 403.05	$ -	$ 403.06	$ -	$ 806.11
147	Unincorporated Service	$ 3,014.62	$ 18,832.03	$ 27,058.22	$ 29,914.91	$ -	$ 78,819.78
148	Planning Building	$ 4,265.99	$ 157,620.13	$ 19,117.34	$ 154,834.52	$ -	$ 335,837.98
149	Municipal Policing	$ -	$ -	$ -	$ -	$ -	$ -
150	E911 Enhancement Fund	$ -	$ 36,781.77	$ -	$ 40,439.93	$ -	$ 77,221.70
152	Duck Key Security	$ -	$ 393.60	$ 4,755.85	$ -	$ -	$ 5,149.45
153	Local Housing Assistance	$ -	$ -	$ -	$ -	$ -	$ -
157	Boating Improvement Fund	$ -	$ 10,963.29	$ 1,140.00	$ 2,063.29	$ -	$ 14,166.58
158	Miscellaneous Special Revenue Fund	$ -	$ 225,783.99	$ 91,447.60	$ 28,063.94	$ -	$ 345,295.53
160	Environmental Restoration	$ 16,250.00	$ 2,380.27	$ -	$ 2,380.27	$ -	$ 21,010.54
162	Law Enforcement Trust-600	$ -	$ -	$ 500.00	$ 500.00	$ -	$ 1,000.00
163	Court Facilities	$ -	$ 2,187.74	$ 1,667.23	$ 2,187.76	$ -	$ 6,042.73
164	Drug Facilities Fees	$ -	$ -	$ -	$ -	$ -	$ -
166	Marathon Municipal Service	$ -	$ -	$ -	$ -	$ -	$ -
168	Bay Point Wastewater MSTU	$ -	$ 60.19	$ -	$ -	$ -	$ 60.19
169	Big Coppitt Wastewater	$ -	$ -	$ -	$ -	$ -	$ -
170	Key Largo Wastewater	$ -	$ -	$ -	$ -	$ -	$ -
171	Stock Island Wastewater	$ -	$ 240.77	$ -	$ 722.28	$ -	$ 963.05
172	Cudjoe - Sugarloaf MSTU	$ -	$ -	$ -	$ -	$ -	$ -
175	Long Key-Layton MSTU	$ -	$ 150.48	$ -	$ 30.09	$ -	$ 180.57
176	Duck Key MSTU	$ -	$ -	$ -	$ -	$ -	$ -
180	Building Funds	$ 3,150.00	$ 84,171.71	$ 597.30	$ 79,040.78	$ -	$ 166,959.79
201	Building Dept. (PK)	$ -	$ -	$ -	$ -	$ -	$ -
207	2003 Revenue Bonds	$ 8,888.04	$ -	$ -	$ -	$ -	$ 8,888.04
301	Building Dept (MTH)	$ -	$ -	$ -	$ -	$ -	$ -
304	1 Cent Infrastructure	$ -	$ 404,162.25	$ 112,707.58	$ 20,116.72	$ -	$ 536,986.55
308	Infrastructure Sales Tax Revenue Bond	$ -	$ -	$ -	$ -	$ -	$ -
310	Big Coppitt Wastewater	$ -	$ 120.38	$ -	$ 45.13	$ -	$ 165.51
311	Duck Key Wastewater	$ -	$ 535.57	$ -	$ 445.95	$ -	$ 981.52
312	Cudjoe Regional WW Project	$ -	$ 3,638.46	$ 1,875.00	$ 3,160.81	$ -	$ 8,674.27
314	Series 2014 Revenue Bonds	$ -	$ 6,009.65	$ 28,912.50	$ 85,979.47	$ -	$ 120,901.62
401	Card Sound Bridge	$ 455.15	$ 21,733.72	$ 1,801.95	$ 49,179.49	$ -	$ 73,170.31
403	Marathon Airport	$ 534.88	$ 27,892.46	$ 10,441.57	$ 23,884.74	$ -	$ 62,753.65
404	Key West Int'l Airport	$ 61,117.76	$ 334,533.01	$ 69,223.09	$ 120,346.86	$ -	$ 585,220.72
406	PFC & Operating Restrictions	$ -	$ -	$ -	$ -	$ -	$ -
414	MSD Solid Waste	$ 595,051.84	$ 262,575.00	$ 3,080.59	$ 108,221.13	$ -	$ 968,928.56
501	Workers' Compensation	$ 36,338.06	$ 40,590.29	$ 27,989.87	$ 25,857.33	$ -	$ 130,775.55
502	Group Insurance Fund	$ 85.00	$ 7,919.62	$ 767.60	$ 558,118.95	$ -	$ 566,891.17
503	Risk Management Fund	$ -	$ 14,026.77	$ 912.20	$ 7,123.03	$ -	$ 22,062.00
504	Fleet Management Fund	$ 25.90	$ 39,363.68	$ 39,308.54	$ 33,727.15	$ -	$ 112,425.27
512	Transit (KW)	$ -	$ -	$ -	$ -	$ -	$ -
610	Fire/EMS LOSAP Trust Fund	$ 225.00	$ -	$ -	$ 1,995.00	$ -	$ 2,220.00
		$ 1,065,058.75	**$ 3,172,697.77**	**$ 1,218,984.17**	**$ 2,962,644.66**	**$ -**	**$ 8,419,385.35**

Detail BOCC Warrant Listing

Accounts Payable

And Other

Warrants (Grants)

Including Voids Issued in

The Month of November 2015

(16 pages)

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
W110315A	11/3/2015	AXIS TRAVEL MARKETING LTD		$12,205.87
W11105A	11/10/2015	AXIS TRAVEL MARKETING LTD		$14,765.21
10003499	11/3/2015	AT&T		$41.14
10003500	11/3/2015	DEPARTMENT OF MANAGEMENT SERVICES		$533.02
10003502	11/3/2015	FLORIDA KEYS ELECTRIC COOP INC		$5,636.70
10003503	11/3/2015	GA FOOD SERVICE INC		$2,184.55
10003504	11/3/2015	JENNA L FREDERICK TUTTLE		$65.89
10003505	11/3/2015	JORGE A AGUINAGA MD		$500.00
10003507	11/3/2015	KEYS ENERGY SERVICES LIHEAP		$6,946.40
10003508	11/3/2015	LITTLEJOHN ENGINEERING ASSOCIATES		$2,600.00
10003509	11/3/2015	NEWTON & ASSOCIATES INC		$49,400.00
10003510	11/3/2015	OFFICE DEPOT INC		$246.71
10003511	11/3/2015	TONNY JOYCE		$55.12
10003512	11/3/2015	TRANQUILITY BAY AND ADULT DAY CARE		$7,021.88
10003513	11/4/2015	A JACK MEIER JR		$1,034.50
10003514	11/4/2015	ALEX BAGUER		$253.50
10003515	11/4/2015	ALL KEYS GAS DISTRIBUTION, LLC		$94.68
10003516	11/4/2015	AMAZON. COM		$416.71
10003517	11/4/2015	AMERICAN HEALTHCARE SUPPLY		$103.04
10003518	11/4/2015	AMERICAN PLANNING ASSOCIATION		$444.00
10003519	11/4/2015	ANNIE URBAY		$228.50
10003520	11/4/2015	ASSOC OF NATURAL RESOURCE EXT PROF		$95.00
10003521	11/4/2015	ASSOC OF NATURAL RESOURCE EXT PROF		$95.00
10003522	11/4/2015	AT&T		$889.61
10003523	11/4/2015	AT&T		$191.39
10003524	11/4/2015	AT&T		$1,118.95
10003525	11/4/2015	AT&T		$390.91
10003526	11/4/2015	AT&T		$264.47
10003527	11/4/2015	AT&T		$515.60
10003528	11/4/2015	AT&T		$24.63
10003529	11/4/2015	AT&T DATACOMM LLC		$127.44
10003530	11/4/2015	BAKER AND TAYLOR ENTERTAINMENT		$27.53
10003533	11/4/2015	BAKER AND TAYLOR INC		$4,945.04
10003534	11/4/2015	BEES HONEY POTS		$960.00
10003535	11/4/2015	BLUE CROSS & BLUE SHIELD OF FL INC.		$85.00
10003536	11/4/2015	BOUND TREE MEDICAL LLC		$2,407.38
10003537	11/4/2015	BRENDA H BECKMANN		$225.00
10003538	11/4/2015	CAROL SCHRECK		$50.88
10003539	11/4/2015	CHRIS AMBROSIO		$110.77
10003540	11/4/2015	CHRISTOPHER M. HAWKS		$834.58
10003541	11/4/2015	COMCAST		$72.40
10003542	11/4/2015	COMCAST		$72.40
10003543	11/4/2015	COMCAST		$78.40
10003544	11/4/2015	COMCAST		$78.40
10003545	11/4/2015	COMCAST		$35.88
10003546	11/4/2015	COMCAST		$6.66
10003547	11/4/2015	COOKE COMMUNICATIONS DBA FL KEYS.C		$7,485.00
10003548	11/4/2015	COOKE COMMUNICATIONS LLC		$149.00
10003549	11/4/2015	DANISE D HENRIQUEZ TAX COLLECTOR		$81.85

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10003550	11/4/2015	DANNY L KOLHAGE		$224.39
10003551	11/4/2015	DARREN JENSEN		$240.00
10003552	11/4/2015	DAVID EDWARD SMITH		$480.00
10003553	11/4/2015	DAVID FERNANDEZ		$300.00
10003554	11/4/2015	DAVID W CRUZ		$240.00
10003555	11/4/2015	DEMCO INC		$46.02
10003556	11/4/2015	DEPARTMENT OF MANAGEMENT SERVICES		$568.26
10003557	11/4/2015	DION OIL COMPANY, LLC		$2,184.49
10003558	11/4/2015	DIRECT TV INC		$150.42
10003559	11/4/2015	DISCOVER AMERICA NORWAY		$3,894.00
10003560	11/4/2015	DONALD M STULLKEN		$400.00
10003561	11/4/2015	EVAN CALHOUN		$220.00
10003562	11/4/2015	EVAN GRIFFIN		$228.50
10003563	11/4/2015	FCCMA		$558.00
10003564	11/4/2015	FEDERAL EXPRESS CORP		$295.98
10003565	11/4/2015	FIRE TECH REPAIR SERVICE INC		$2,288.35
10003566	11/4/2015	FLORIDA ASSOCIATION OF COUNTIES INC		$250.00
10003569	11/4/2015	FLORIDA KEYS AQUEDUCT AUTHORITY		$24,461.07
10003570	11/4/2015	FOREMOST PROMOTIONS		$2,144.50
10003571	11/4/2015	FREDDY RODRIGUEZ		$680.00
10003572	11/4/2015	GET IT ACROSS		$5,414.38
10003573	11/4/2015	GFS FL LLC DBA GFS FLORIDA DIVISION		$445.03
10003574	11/4/2015	GRAND PRIZE MOTORS INC		$59.64
10003575	11/4/2015	GREAT AMERICA LEASING CORPORATION		$598.00
10003576	11/4/2015	HAUBER INC		$600.00
10003577	11/4/2015	ICON ENTERPRISES, INC DBA CIVICPLUS		$2,558.89
10003578	11/4/2015	IDENTISYS, INC DBA CARD SOLUTIONS		$820.00
10003579	11/4/2015	INTL GAY & LESBIAN TRAVEL ASSOC INC		$745.00
10003580	11/4/2015	ISLAND MARINA OF MARATHON, INC.		$6,458.85
10003581	11/4/2015	JAYNES CLEANING SERVICE INC		$550.00
10003582	11/4/2015	JOHN GABAY		$220.00
10003583	11/4/2015	JOHN K SMITH-SMITH AUTO & MARINE		$17.75
10003584	11/4/2015	JOSE TEZANOS		$118.10
10003585	11/4/2015	KAREN R CAUSSIN		$1,125.00
10003586	11/4/2015	KEY WEST FAMILY MEDICAL CENTER		$85.00
10003587	11/4/2015	KEYS ENERGY SERVICES		$4,048.03
10003588	11/4/2015	KEYS ENERGY SERVICES LIHEAP		$350.00
10003589	11/4/2015	KEYS SANITARY SERVICE		$186,846.10
10003590	11/4/2015	KIM ERNEST TRULLENDER		$320.00
10003591	11/4/2015	LINDA MIXON		$220.00
10003592	11/4/2015	LINDSEY BALLARD		$50.88
10003593	11/4/2015	LIQUID O2 TRANSFILLS, INC		$738.00
10003594	11/4/2015	LISA TENNYSON		$50.88
10003595	11/4/2015	LOW KEY SUPPLY INC		$199.32
10003596	11/4/2015	MARATHON GARBAGE SERVICE, INC.		$159,465.90
10003597	11/4/2015	MICHAEL S WILES		$40.05
10003598	11/4/2015	MONROE COUNTY LAND AUTHORITY		$59,431.84
10003599	11/4/2015	MOTION PICTURE ENTERPRISES PUBL INC		$104.70
10003600	11/4/2015	NCRA-NATIONAL COURT REPORTERS ASSOC		$270.00

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10003601	11/4/2015	NELSON BIRMINGHAM		$101.76
10003602	11/4/2015	OCEAN REEF CLUB INC		$28,916.94
10003603	11/4/2015	OCEAN REEF CLUB INC		$3,150.00
10003604	11/4/2015	OFFICE DEPOT INC		$2,608.78
10003605	11/4/2015	OLD TOWN TROLLEY TOURS OF		$30,363.11
10003606	11/4/2015	PARADISE DISTRIBUTING CO.		$334.99
10003607	11/4/2015	PEDRO MERCADO		$50.88
10003608	11/4/2015	PENGUIN RANDOM HOUSE LLC		$68.70
10003609	11/4/2015	PITNEY BOWES BANK INC PURCHASE POWR		$417.98
10003610	11/4/2015	PLANTATION TREE AND LANDSCAPE		$16,250.00
10003611	11/4/2015	PROPLAZA LLC		$13,418.56
10003612	11/4/2015	PUBLIX SUPER MARKETS INC.(BUSINESS)		$904.95
10003613	11/4/2015	PUBLIX SUPERMARKETS INC (PHARMACY)		$51.60
10003614	11/4/2015	PURE HEALTH SOLUTIONS, INC.		$238.85
10003615	11/4/2015	QUIESCENCE DIVING SERVICES INC		$383.50
10003616	11/4/2015	RECORDED BOOKS LLC		$798.28
10003617	11/4/2015	RESCUE TRAINING ASSOCIATES INC		$6,000.00
10003618	11/4/2015	RHONDA HAAG		$150.00
10003619	11/4/2015	ROBERT L ONEAL		$4,900.00
10003620	11/4/2015	ROY KHANNA		$848.82
10003621	11/4/2015	SABINE M PONS-CHILTON		$4,128.12
10003622	11/4/2015	SARAH STEVES		$801.76
10003623	11/4/2015	SEAN MORAN		$160.00
10003624	11/4/2015	SEASHIME II LLC		$286.00
10003625	11/4/2015	SHIPS WAY INC		$1,238.21
10003626	11/4/2015	SMART SOUND INC		$250.00
10003627	11/4/2015	SPENCER CURRY		$220.00
10003628	11/4/2015	SPRINT		$20.50
10003629	11/4/2015	STANTEC CONSULTING SVC'S INC		$12,551.50
10003630	11/4/2015	STEVE K SMITH		$638.20
10003631	11/4/2015	SUMMERLAND ACE HARDWARE		$38.59
10003632	11/4/2015	SUN COMMUNICATIONS		$225.00
10003633	11/4/2015	TAV MOWER LLC		$101.95
10003634	11/4/2015	TERESA AGUIAR		$40.28
10003636	11/4/2015	THE HOME DEPOT COMMERCIAL CREDIT		$2,778.59
10003637	11/4/2015	THE HOME DEPOT COMMERCIAL CREDIT		$704.84
10003638	11/4/2015	TINSLEY ADVERTISING INC		$74,144.13
10003639	11/4/2015	UNITED MEDICAL INDUSTRIES CORP.		$3,952.00
10003640	11/4/2015	UNITED PARCEL SERVICE INC		$94.28
10003641	11/4/2015	UNITED STATES POSTAL SERVICE		$520.00
10003642	11/4/2015	USA AUTO GLASS INC		$295.00
10003643	11/4/2015	USA PARKING SYSTEM, INC.		$4,564.50
10003644	11/4/2015	VICKIE LOCKWOOD		$240.00
10003645	11/4/2015	WASTE MANAGEMENT INC OF FLORIDA		$219,822.90
10003646	11/4/2015	WASTE MANAGEMENT OF FL. KEYS, INC.		$10,691.20
10003647	11/4/2015	WENDY A DUBE		$35.60
10003648	11/4/2015	WINDSWEPT INC DBA		$128.77
10003649	11/4/2015	ZIRMED INC.		$124.70
10003650	11/10/2015	AFLAC GENERAL		$530.76

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10003651	11/10/2015	AFLAC SECTION 125		$3,402.49
10003652	11/10/2015	AIRPORT NOISE REPORT		$850.00
10003653	11/10/2015	AIRPORT NOISE REPORT		$850.00
10003654	11/10/2015	ALL KEYS BOAT LIFTS LLC		$158.85
10003655	11/10/2015	ALL KEYS GAS DISTRIBUTION, LLC		$42.00
10003656	11/10/2015	ALLEN ENTERPRISES INC		$5,026.01
10003657	11/10/2015	ALLY FINANCIAL INC		$255.07
10003658	11/10/2015	AMAZON. COM		$102.66
10003659	11/10/2015	AMERICAN LIBRARY ASSOCIATION		$18.00
10003660	11/10/2015	AMEUROP PHONE ASSIST		$1,500.00
10003661	11/10/2015	AMMIE MACHAN		$50.88
10003662	11/10/2015	AMS INC		$724.10
10003663	11/10/2015	ANDREA SUTHERLAND		$5,417.31
10003664	11/10/2015	ANTHONY & LOUANN AGRUSA		$197.18
10003665	11/10/2015	ANTONIO DAVILA		$63.60
10003666	11/10/2015	ANYTRANSACTIONS INC		$3,600.00
10003667	11/10/2015	ARNOLDS AUTO & MARINE REPAIR INC		$2,000.00
10003668	11/10/2015	ARNOLDS AUTO & MARINE REPAIR INC		$3,000.00
10003669	11/10/2015	ASAP INC		$3,900.00
10003670	11/10/2015	AT&T		$41.13
10003671	11/10/2015	AT&T		$41.13
10003672	11/10/2015	AT&T		$19.19
10003673	11/10/2015	BAKER AND TAYLOR ENTERTAINMENT		$242.66
10003675	11/10/2015	BAKER AND TAYLOR INC		$2,490.90
10003676	11/10/2015	BANK OF AMERICA		$13,686.08
10003677	11/10/2015	BECKMANN'S AUTO KEY WEST		$286.92
10003678	11/10/2015	BOTTOM LINE CONSTRUCTION MGMT INC		$131.46
10003679	11/10/2015	BOUND TREE MEDICAL LLC		$5,603.95
10003680	11/10/2015	BOYD WILLIAMS		$140.00
10003681	11/10/2015	BOYS & GIRLS CLUBS OF THE KEYS AREA		$6,887.83
10003682	11/10/2015	BUCCANEER COURIER INC		$7,600.00
10003683	11/10/2015	CABANAS PRINTING INC		$42.00
10003684	11/10/2015	CALIFORNIA STATE DISBURSEMENT UNIT		$251.53
10003685	11/10/2015	CANON FINANCIAL SERVICES INC		$405.35
10003686	11/10/2015	CAROLYN LICAUSI		$35.22
10003687	11/10/2015	CBT CONSTRUCTION & DEVELOPMENT INC		$3,060.18
10003688	11/10/2015	CDW GOVERNMENT, INC		$880.82
10003690	11/10/2015	CENGAGE LEARNING		$1,191.28
10003691	11/10/2015	CERTIFIED LOWER KEYS PLUMBING INC		$71.84
10003692	11/10/2015	CHARLIE MATHER		$311.80
10003693	11/10/2015	CLERK OF THE CIRCUIT COURT		$31.50
10003694	11/10/2015	CLIFFHANGER JANITORIAL INC		$26,247.40
10003695	11/10/2015	COASTAL DOCKS LLC		$153.38
10003696	11/10/2015	COMCAST		$14.95
10003697	11/10/2015	COMCAST		$107.85
10003698	11/10/2015	COMCAST		$20.93
10003699	11/10/2015	CONCH WASTEWATER, INC.		$603.32
10003700	11/10/2015	CONCORDE PENUNIA		$11.00
10003701	11/10/2015	CONSTRUCT GROUP CORP		$80,652.51

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10003702	11/10/2015	CROSS KEY MARINE		$130.35
10003703	11/10/2015	D'ASIGN SOURCE		$1,879.50
10003704	11/10/2015	DAVE JANKOWSKI BUILDER INC		$120.50
10003705	11/10/2015	DAVID CROMIE		$333.84
10003706	11/10/2015	DEANNE GARCIA		$640.39
10003707	11/10/2015	DEBRA LONDON		$14.84
10003708	11/10/2015	DEPARTMENT OF JUVENILE JUSTICE		$16,670.77
10003709	11/10/2015	DEPARTMENT OF MANAGEMENT SERVICES		$516.78
10003710	11/10/2015	DIGIPRO MEDIA LLC		$850.00
10003711	11/10/2015	DION OIL COMPANY, LLC		$3,192.72
10003712	11/10/2015	DONALD P DEGRAW		$1,376.01
10003713	11/10/2015	DOROTHEA DOBBINS		$1,168.54
10003714	11/10/2015	DOUGLAS N HIGGINS INC		$46,417.50
10003715	11/10/2015	DS WATERS OF AMERICA INC DBA		$32.31
10003716	11/10/2015	E DONALD CROUCH JR		$28.98
10003717	11/10/2015	EE&G ENVIRONMENTAL		$1,500.00
10003718	11/10/2015	ELIZABETH N.BULLARD		$1,800.00
10003719	11/10/2015	EMPLOYERS MUTUAL, INC.		$5,909.83
10003720	11/10/2015	ENERGY3, LLC		$104,110.01
10003721	11/10/2015	ERNEST RHODES PLUMBING INC		$172.50
10003722	11/10/2015	FEDERAL EXPRESS CORP		$161.69
10003723	11/10/2015	FL KEYS HIST OF DIVING MUSEUM, INC		$29,729.00
10003724	11/10/2015	FLORIDA DEPT OF TRANSPORTATION		$2.50
10003725	11/10/2015	FLORIDA KEYS AIR CONDITIONING		$3,250.00
10003726	11/10/2015	FLORIDA KEYS AQUEDUCT AUTHORITY		$117.69
10003727	11/10/2015	FLORIDA KEYS AQUEDUCT AUTHORITY		$8,504.94
10003731	11/10/2015	FLORIDA KEYS ELECTRIC COOP ASSO INC		$57,147.88
10003732	11/10/2015	FLORIDA KEYS ELECTRIC COOP INC		$1,703.57
10003733	11/10/2015	FMH BUILDERS INC		$902.93
10003734	11/10/2015	FORTRAC SOUTH FLORIDA NEW HOLLAND		$82.50
10003735	11/10/2015	FOUR STAR RENTAL INC		$1,756.63
10003736	11/10/2015	GARDENS OF EDEN OF THE FLORIDA KEYS		$250.00
10003737	11/10/2015	GARDENS OF EDEN OF THE FLORIDA KEYS		$2,012.50
10003738	11/10/2015	GARDENS OF EDEN OF THE FLORIDA KEYS		$1,768.75
10003739	11/10/2015	GARYS PLUMBING INC		$795.79
10003740	11/10/2015	GEORGE HELM III, P.A.		$4,278.00
10003741	11/10/2015	GILDA MARIA SMITH		$225.00
10003742	11/10/2015	GRAINGER		$595.00
10003743	11/10/2015	HAUBER INC		$1,285.00
10003744	11/10/2015	HONEYWELL INTERNATIONAL INC DBA ADI		$100.07
10003745	11/10/2015	HURRICANE SHUTTERS OF KEY WEST INC		$1,845.00
10003746	11/10/2015	IAFF LOCAL #3909		$1,820.00
10003747	11/10/2015	INTEGRATED FIRE & SECURITY		$285.00
10003748	11/10/2015	ISLAMORADA CHARTER BOAT ASSOC		$440.00
10003749	11/10/2015	JAMES CRANE		$1,097.54
10003750	11/10/2015	JANE M ISHERWOOD		$216.32
10003751	11/10/2015	JAYNES CLEANING SERVICE INC		$1,900.00
10003752	11/10/2015	JENNIFER SANCHEZ		$1,750.00
10003753	11/10/2015	JOHN GUIEB		$287.44

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10003754	11/10/2015	JOSEPH HABERMAN		$58.22
10003755	11/10/2015	JULIE KACZKOWSKI		$89.04
10003756	11/10/2015	K MART KEY WEST 4725		$665.87
10003757	11/10/2015	KEVIN WILSON		$921.38
10003758	11/10/2015	KEY WEST CHEMICAL & PAPER SUPPLY		$39.90
10003759	11/10/2015	KEY WEST ELECTRICAL REPAIR INC		$95.97
10003760	11/10/2015	KEY WEST FAMILY MEDICAL CENTER		$180.00
10003761	11/10/2015	KEYBOARD PRODUCTIONS OF FL DBA		$664.59
10003762	11/10/2015	KEYS ENERGY SERVICES LIHEAP		$3,060.20
10003763	11/10/2015	KEYS ENERGY SERVICES LIHEAP		$350.99
10003764	11/10/2015	KEYS FIRE EXTINGUISHERS INC		$2,121.00
10003765	11/10/2015	KEYS SUPPLY, INC. - PLANTATION		$2.00
10003766	11/10/2015	KEYSTONE US MGMT INC DBA TYCO		$311.50
10003767	11/10/2015	KISINGER CAMPO AND ASSOCIATES, CORP		$8,182.22
10003768	11/10/2015	KL FIRE RESCUE & EMS DIST		$64,500.00
10003769	11/10/2015	LAZARO I VALDES		$240.00
10003770	11/10/2015	LILI HEISSENBUTTEL		$232.60
10003771	11/10/2015	LIQUID O2 TRANSFILLS, INC		$405.00
10003772	11/10/2015	LONNIE HENSLEY TRIM&UPHOLSTERY INC		$2,982.80
10003773	11/10/2015	LOW KEY SUPPLY INC		$1,101.73
10003774	11/10/2015	LYNDA STUART		$69.79
10003775	11/10/2015	M&M SMALL ENGINE II		$62.00
10003776	11/10/2015	MANLEY DEBOER LUMBER CO		$485.93
10003777	11/10/2015	MARK GONGRE		$89.04
10003778	11/10/2015	MARK HEMEYER		$87.50
10003779	11/10/2015	MAXINE PACINI		$50.88
10003780	11/10/2015	MERIDE MERCADO		$406.30
10003781	11/10/2015	MERIDE MERCADO		$1,242.13
10003782	11/10/2015	MES MUNICIPAL EMERGENCY SERVICES		$2,816.75
10003783	11/10/2015	MICHELLE WYMAN LEE		$160.00
10003784	11/10/2015	MICHIGAN STATE DISBURSEMENT UNIT		$199.50
10003785	11/10/2015	MIKE ELIAS		$211.65
10003786	11/10/2015	MONROE CONCRETE PRODUCTS INC		$489.50
10003787	11/10/2015	MONROE COUNTY CLERK OF COURTS		$1,500.00
10003788	11/10/2015	MONROE COUNTY CLERK OF COURTS		$403.00
10003789	11/10/2015	MONROE COUNTY LAND AUTHORITY		$209,751.90
10003790	11/10/2015	MONROE COUNTY SHERIFF OFFICE		$11,984.19
10003791	11/10/2015	MONROE COUNTY SHERIFF OFFICE		$211,830.30
10003792	11/10/2015	MONROE COUNTY SHERIFF OFFICE		$16,047.12
10003793	11/10/2015	MONROE COUNTY SHERIFF OFFICE		$20,734.65
10003794	11/10/2015	MONROE COUNTY SHERIFFS OFFICE		$192,235.08
10003795	11/10/2015	NELSON BIRMINGHAM		$107.06
10003796	11/10/2015	NORMAN HANEY		$333.84
10003797	11/10/2015	NORTH AMERICA FIRE EQUIPMENT CO INC		$697.60
10003798	11/10/2015	NORTH KEY LARGO UTILITY CORP		$222,360.24
10003802	11/10/2015	OFFICE DEPOT INC		$7,362.00
10003803	11/10/2015	OHIO CHILD SUPPOSRT-CSPC		$132.61
10003804	11/10/2015	OVERDRIVE, INC.		$399.90
10003805	11/10/2015	PENGUIN RANDOM HOUSE LLC		$262.95

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10003806	11/10/2015	PRIDE FLOORING LLC		$569.00
10003807	11/10/2015	PUBLIX SUPER MARKETS INC.(BUSINESS)		$593.28
10003808	11/10/2015	PURE HEALTH SOLUTIONS, INC		$239.85
10003809	11/10/2015	RAYBRO C E D		$4,609.76
10003810	11/10/2015	REECE & ASSOCIATES		$2,030.00
10003811	11/10/2015	ROGER ALLEN DUFF		$142.40
10003812	11/10/2015	RONALD REDDING		$87.50
10003813	11/10/2015	ROSEMONT EXPOSITION SERVICES INC		$2,965.00
10003814	11/10/2015	ROY KHANNA		$1,472.95
10003815	11/10/2015	SBL FREIGHTLINER		$219,602.00
10003816	11/10/2015	SEAN MORAN		$240.00
10003817	11/10/2015	SHAE SMITH		$87.50
10003818	11/10/2015	SHERWIN WILLIAMS - KEY WEST		$886.89
10003819	11/10/2015	SHI INTERNATIONAL CORP		$311.00
10003820	11/10/2015	SIXEL CONSULTING GROUP, INC.		$11,444.00
10003821	11/10/2015	SKIP&TINA INC DBA THE WARREN AGENCY		$240.00
10003822	11/10/2015	SOUTH FLORIDA REGIONAL PLANNING CNL		$275.00
10003823	11/10/2015	SOUTH FLORIDA REGIONAL PLANNING CNL		$275.00
10003824	11/10/2015	SOUTHERNMOST SIGNS, INC.		$67.84
10003825	11/10/2015	SPECIALTY HARDWARE SUPPLY		$149.73
10003826	11/10/2015	SPRINT		$20.62
10003828	11/10/2015	STRUNK ACE HARDWARE INC		$1,498.17
10003829	11/10/2015	STUART NEWMAN ASSOCIATES INC		$63,089.52
10003830	11/10/2015	STURTZ LOCK AND SAFE		$775.00
10003831	11/10/2015	SUB ZERO AIR CONDITION & REFRID INC		$6,208.49
10003832	11/10/2015	SYLVIA MURPHY		$428.46
10003833	11/10/2015	TEAMSTERS LOCAL UNION 769		$677.10
10003834	11/10/2015	TEN 8 FIRE EQUIPMENT INC		$360.90
10003835	11/10/2015	THE HOME DEPOT COMMERCIAL CREDIT		$406.31
10003836	11/10/2015	THE HOME DEPOT COMMERCIAL CREDIT		$391.29
10003837	11/10/2015	THEME RUNS, INC		$1,200.00
10003838	11/10/2015	THOMAS R BEAVER MD PA		$52,614.16
10003839	11/10/2015	THOMSON REUTERS WEST		$572.50
10003840	11/10/2015	TINSLEY ADVERTISING INC		$8,253.74
10003841	11/10/2015	TOASTMASTERS KEY WEST		$50.00
10003842	11/10/2015	TODDS CUSTUM TINTING LLC		$480.00
10003843	11/10/2015	TROPIC SUPPLY INC		$142.86
10003844	11/10/2015	TROY HATCHER		$217.14
10003845	11/10/2015	TRULY NOLEN OF AMERICA INC.		$697.50
10003846	11/10/2015	UNITED PARCEL SERVICE INC		$36.15
10003847	11/10/2015	UNITED WAY OF MONROE COUNTY		$30.00
10003848	11/10/2015	US DEPARTMENT OF TREASURY		$25.00
10003849	11/10/2015	VARIABLE ANNUITY LIFE INS CO		$4,815.00
10003850	11/10/2015	VERIZON WIRELESS SERVICES, LLC		$399.99
10003851	11/10/2015	WATERVIEW ESTATES OF KEY WEST LLC		$1,700.00
10003852	11/10/2015	WILLIAM P HORN ARCHITECT PA		$4,500.00
10003853	11/10/2015	WINDSWEPT INC DBA		$195.72
10003854	11/10/2015	WRIGHT NATIONAL FLOOD INSURANCE CO		$3,426.00
10003855	11/10/2015	XEROX CORPORATION		$1,426.61

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10003856	11/10/2015	ZANE GREY DEVELOPMENT COMPANY		$4,600.00
10003857	11/17/2015	AMERIGAS PROPANE LP		$85.00
10003858	11/17/2015	AT&T		$160.13
10003859	11/17/2015	BONNIE JEAN WILLIAMS		$184.44
10003860	11/17/2015	BURKE CONSTRUCTION GROUP INC		$43,785.00
10003861	11/17/2015	CDM SMITH INC		$6,710.00
10003862	11/17/2015	CURRIE SOWARDS AGUILA ARCH INC		$13,975.00
10003863	11/17/2015	FLORIDA KEYS ELECTRIC COOP INC		$1,942.97
10003865	11/17/2015	ISLAND PRIVATE CARE		$31,896.88
10003866	11/17/2015	JORGE A AGUINAGA MD		$1,600.00
10003867	11/17/2015	KEYS ENERGY SERVICES LIHEAP		$959.80
10003868	11/17/2015	LITTLEJOHN ENGINEERING ASSOCIATES		$14,550.00
10003869	11/17/2015	MAVERICK UNITED ELEVATOR LLC		$20,086.20
10003870	11/17/2015	OFFICE DEPOT INC		$258.13
10003871	11/17/2015	S.B. PAINTING & GROUNDS MAINT INC		$35,100.00
10003872	11/18/2015	2 J'S SIGNS INC/DBA SIGNS UNLIMITED		$1,148.18
10003873	11/18/2015	A JACK MEIER JR		$931.50
10003874	11/18/2015	A/C UNLIMITED PARTS & SUPPLIES, LLC		$508.00
10003875	11/18/2015	ADVANCE WATER TECHNOLOGY, CORP		$1,361.00
10003876	11/18/2015	AIR MECHANICAL & SERVICE CORP		$976.43
10003877	11/18/2015	ALEJANDRO LUCIO		$275.00
10003878	11/18/2015	ALEXSANDRA CORSI LETO		$440.00
10003879	11/18/2015	ALL KEYS REPORTING, AS US LEGAL		$186.00
10003880	11/18/2015	AMAZON. COM		$186.34
10003881	11/18/2015	AMERICAN PLANNING ASSOCIATION		$344.00
10003882	11/18/2015	AMERICREDIT FIN SER INC DBA GM FIN		$763.40
10003883	11/18/2015	AMERIGAS PROPANE LP		$88.00
10003884	11/18/2015	ANCHOR TOWING LLC		$100.00
10003885	11/18/2015	ANDREA SUTHERLAND		$136.00
10003886	11/18/2015	ANFIELD CONSULTING GROUP, INC		$12,858.00
10003887	11/18/2015	ANTONIO DAVILA		$96.99
10003888	11/18/2015	APPLICANT INSIGHT LIMITED, INC		$51.02
10003889	11/18/2015	AT&T		$475.32
10003890	11/18/2015	AT&T		$1,224.22
10003891	11/18/2015	AT&T		$477.24
10003892	11/18/2015	AT&T		$790.21
10003893	11/18/2015	AT&T		$2,209.26
10003894	11/18/2015	AT&T		$405.60
10003895	11/18/2015	AT&T		$375.60
10003896	11/18/2015	AT&T		$605.60
10003897	11/18/2015	AT&T		$475.60
10003898	11/18/2015	AT&T		$515.60
10003899	11/18/2015	AT&T		$1,575.00
10003900	11/18/2015	AT&T		$375.60
10003901	11/18/2015	AT&T		$605.60
10003902	11/18/2015	AT&T		$515.60
10003903	11/18/2015	AT&T		$600.00
10003904	11/18/2015	AT&T		$34.04
10003905	11/18/2015	AT&T MOBILITY		$136.81

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10003906	11/18/2015	BAKER AND TAYLOR ENTERTAINMENT		$355.93
10003909	11/18/2015	BAKER AND TAYLOR INC		$4,945.04
10003910	11/18/2015	BANNER TIRE OF KEY WEST INC		$9,131.46
10003911	11/18/2015	BARNES ALARM SYSTEMS INC		$857.59
10003912	11/18/2015	BARNETT BOLT KIRKWOOD LONG & KOCHE		$174.00
10003913	11/18/2015	BECKMANN'S AUTO KEY WEST		$1,171.22
10003915	11/18/2015	BECKMANN'S AUTO PARTS INC		$1,713.58
10003918	11/18/2015	BECKMANNS AUTO SUPPLY INC DBA NAPA		$3,426.53
10003919	11/18/2015	BERRY'S PAINT WALLPAPER & FLOORING		$333.09
10003920	11/18/2015	BIG PINE KEY 2013, LLC		$2,848.82
10003921	11/18/2015	BLACK FIRE PROTECTION, INC.		$8,634.23
10003922	11/18/2015	CABANAS PRINTING INC		$410.00
10003925	11/18/2015	CAR PARTS AUTO		$11,299.13
10003926	11/18/2015	CAROL SCHRECK		$50.88
10003927	11/18/2015	CASCADE WATER SERVICES, INC		$548.63
10003928	11/18/2015	CHARLEY TOPPINO & SONS, INC.		$49,875.00
10003929	11/18/2015	CHARTER PEST CONTROL INC		$230.00
10003930	11/18/2015	CHRISTINE MORGAN		$36.04
10003931	11/18/2015	CHRISTOPHER D SANTE		$107.50
10003932	11/18/2015	COMCAST		$261.90
10003933	11/18/2015	COMCAST		$102.85
10003934	11/18/2015	COMCAST		$66.76
10003935	11/18/2015	COMCAST		$104.55
10003936	11/18/2015	COMCAST		$147.85
10003937	11/18/2015	COMCAST BUSINESS COMM LLC		$27,227.40
10003938	11/18/2015	CULVERS CLEANING COMPANY		$1,471.75
10003939	11/18/2015	CURRIE SOWARDS AGUILA ARCH INC		$19,687.50
10003940	11/18/2015	CVS PHARMACY, INC.		$86.31
10003941	11/18/2015	DADE ELEVATOR INSPECTIONS INC.		$340.00
10003942	11/18/2015	DANISE D HENRIQUEZ TAX COLLECTOR		$3,715.35
10003943	11/18/2015	DANISE D HENRIQUEZ TAX COLLECTOR		$3,431.03
10003944	11/18/2015	DARREN JENSEN		$700.00
10003945	11/18/2015	DAVID FERNANDEZ		$220.00
10003946	11/18/2015	DEMCO INC		$135.46
10003947	11/18/2015	DEPARTMENT OF MANAGEMENT SERVICES		$108.70
10003948	11/18/2015	DION OIL COMPANY, LLC		$9,347.14
10003949	11/18/2015	DIVERSIFIED SERVICES OF KEY WEST IN		$450.00
10003950	11/18/2015	DONALD P DEGRAW		$1,071.18
10003951	11/18/2015	DS WATERS OF AMERICA INC DBA		$107.09
10003952	11/18/2015	DUNCAN'S AUTO SALES, INC		$1,312.27
10003953	11/18/2015	ED WATTS PETROLEUM EQUIP MAINT INC		$250.00
10003954	11/18/2015	EDWARD SANCHEZ		$243.25
10003955	11/18/2015	EE&G ENVIRONMENTAL		$11,154.42
10003956	11/18/2015	ELECTRONIC RECYCLING CENTER		$600.00
10003957	11/18/2015	EMEDCO INC		$105.99
10003958	11/18/2015	ERIN L DEADY, PA		$12,325.00
10003959	11/18/2015	EVAN CALHOUN		$660.00
10003960	11/18/2015	FCCMA		$150.00
10003961	11/18/2015	FEDERAL EXPRESS CORP		$294.83

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10003962	11/18/2015	FLAMINGO OIL CO		$1,472.72
10003963	11/18/2015	FLORIDA AIRPORTS COUNCIL		$3,080.00
10003964	11/18/2015	FLORIDA KEYS AQUEDUCT AUTHORITY		$912.20
10003965	11/18/2015	FLORIDA KEYS COMMUNITY COLLEGE		$9,743.30
10003966	11/18/2015	FLORIDA KEYS SOCIETY FOR PREVENTION		$42,916.67
10003967	11/18/2015	FOREST TEK LUMBER INC		$115.90
10003968	11/18/2015	FREDDY RODRIGUEZ		$1,160.00
10003969	11/18/2015	GARY L JOHNSON		$56.18
10003970	11/18/2015	GARYS PLUMBING INC		$14,065.48
10003971	11/18/2015	GFS FL LLC DBA GFS FLORIDA DIVISION		$626.69
10003972	11/18/2015	GILDA MARIA SMITH		$200.00
10003973	11/18/2015	GOVCONNECTION, INC		$1,942.97
10003974	11/18/2015	GOVCONNECTION, INC		$67.00
10003975	11/18/2015	GRAINGER		$11,158.34
10003976	11/18/2015	GREATER KEY WEST CHAMBER OF COMM		$27,813.36
10003977	11/18/2015	GREATER MARATHON CHAMBER OF COMM		$14,000.00
10003978	11/18/2015	GREG KORZEN		$460.00
10003979	11/18/2015	HEATHER CARRUTHERS		$334.62
10003980	11/18/2015	HOMESTEAD TIRE & AUTO SERVICE CTR.		$1,020.43
10003981	11/18/2015	HUMANE ANIMAL CARE COALITION INC		$25,292.30
10003982	11/18/2015	INTEGRATED FIRE & SECURITY		$585.00
10003983	11/18/2015	INTERLINE BRANDS INC DBA SEXAUER		$954.11
10003984	11/18/2015	INTERLINE BRANDS INC / SUPPLYWORKS		$3,725.10
10003985	11/18/2015	INTERNATIONAL CONSULTING & EDUCATIO		$7,650.00
10003986	11/18/2015	INTERNATIONAL CONSULTING & EDUCATIO		$7,650.00
10003987	11/18/2015	J AND M SCAFFOLDS OF FLORIDA INC		$208.78
10003988	11/18/2015	JASON PEARSON		$2,560.00
10003989	11/18/2015	JUSTICE WORKS, LLC		$574.00
10003990	11/18/2015	K MART KEY LARGO 9614		$13.14
10003991	11/18/2015	K W RESORT UTILITIES		$1,675.00
10003992	11/18/2015	KEVIN MADOK		$485.48
10003993	11/18/2015	KEVIN WILSON		$237.50
10003994	11/18/2015	KEY LARGO CHAMBER OF COMMERCE		$12,425.00
10003995	11/18/2015	KEY WEST CHEMICAL & PAPER SUPPLY		$127.49
10003996	11/18/2015	KEY WEST FISHING TOURNAMENT, INC.		$2,888.08
10003997	11/18/2015	KEYS PEST CONTROL		$1,559.00
10003998	11/18/2015	KEYS PEST CONTROL		$280.00
10003999	11/18/2015	KEYS SECURITY INC		$4,608.00
10004000	11/18/2015	KEYS SUPPLY OF KEY LARGO, INC		$721.60
10004001	11/18/2015	KEYS SUPPLY, INC. - PLANTATION		$2.93
10004002	11/18/2015	KEYS TO BE THE CHANGE INC		$8,170.00
10004003	11/18/2015	KIM ERNEST TRULLENDER		$320.00
10004004	11/18/2015	KLI SUPPLY INC TRUE VALUE		$480.76
10004005	11/18/2015	LAN TEC, INC		$697.60
10004006	11/18/2015	LAURA DELOACH-HARTLE		$751.00
10004007	11/18/2015	LAZARO I VALDES		$1,300.00
10004008	11/18/2015	LEXIS NEXIS		$873.60
10004009	11/18/2015	LINDA MIXON		$680.00
10004010	11/18/2015	LOW KEY SUPPLY INC		$447.92

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10004011	11/18/2015	LOWER KEYS CHAMBER OF COMMERCE		$7,980.00
10004012	11/18/2015	M&M SMALL ENGINE II		$92.00
10004013	11/18/2015	MANLEY DEBOER LUMBER CO		$1,336.72
10004014	11/18/2015	MARATHON ELECTRIC SIGN & LIGHT INC		$16.17
10004015	11/18/2015	MARYANN TWAROG		$84.55
10004016	11/18/2015	MASTER MECHANICAL SERVICES INC		$251.29
10004017	11/18/2015	MAVERICK UNITED ELEVATOR LLC		$12,921.51
10004018	11/18/2015	MCCULLOUGH PREMIUM WATER INC		$364.00
10004019	11/18/2015	MELISSA WILSON		$238.00
10004020	11/18/2015	METROPOLITAN EXPOSITION SERV. INC		$7,934.22
10004021	11/18/2015	MICHELLE WYMAN LEE		$160.00
10004022	11/18/2015	MID KEYS SECURITY SYSTEMS INC		$1,008.00
10004023	11/18/2015	MONROE COUNCIL OF THE ARTS CORP DBA		$9,473.55
10004024	11/18/2015	MONROE COUNTY CLERK OF COURTS		$2,697.90
10004025	11/18/2015	MONROE COUNTY CLERK OF COURTS		$2,500.00
10004026	11/18/2015	MONROE COUNTY SCHOOL BOARD		$3,211.63
10004027	11/18/2015	MONROE COUNTY SHERIFFS OFFICE		$3,900.00
10004028	11/18/2015	MONROE COUNTY SHERIFF'S OFFICE LETF		$500.00
10004029	11/18/2015	NILES SALES & SERVICE, INC		$186.10
10004030	11/18/2015	OCLC NET LIBRARY		$400.99
10004032	11/18/2015	OFFICE DEPOT INC		$2,047.16
10004033	11/18/2015	PANNONE LOPES DEVEREOUX & WEST		$1,200.00
10004034	11/18/2015	PARADISE DISTRIBUTING CO.		$805.00
10004035	11/18/2015	PAT'S PUMP & BLOWER		$591.80
10004036	11/18/2015	POINT SECURITY INC		$15,800.00
10004037	11/18/2015	POWER MOWER CORP DBA		$419.90
10004039	11/18/2015	PREMIUM AUTO PARTS OF KEY WEST		$1,723.54
10004040	11/18/2015	PROFESSIONAL EMERGENCY SERVICES INC		$7,833.33
10004041	11/18/2015	PUBLIX SUPER MARKETS INC.(BUSINESS)		$651.95
10004042	11/18/2015	PUBLIX SUPERMARKETS INC (PHARMACY)		$9.67
10004043	11/18/2015	PURE HEALTH SOLUTIONS, INC		$149.85
10004044	11/18/2015	QUALITY TECHNOLOGY SVCS MIAMI LLC		$6,557.00
10004045	11/18/2015	R & R DIESEL		$466.90
10004046	11/18/2015	RAYBRO C E D		$2,976.39
10004047	11/18/2015	REDWOOD TOXICOLOGY LABORATORY INC		$227.00
10004048	11/18/2015	ROBERT B SHILLINGER		$189.05
10004049	11/18/2015	RUBIO'S ROAD SERVICES, INC		$350.00
10004050	11/18/2015	RURAL HEALTH NETWORK MONROE		$5,704.25
10004051	11/18/2015	SABINE M PONS-CHILTON		$120.56
10004052	11/18/2015	SAFETY PRODUCTS INC		$108.92
10004053	11/18/2015	SEAN MORAN		$160.00
10004054	11/18/2015	SHADE TREE - TREE SERVICE, INC		$14,225.00
10004055	11/18/2015	SHERWIN WILLIAMS - KEY WEST		$520.86
10004056	11/18/2015	SHERWIN WILLIAMS - KEY WEST		$133.89
10004057	11/18/2015	SHI INTERNATIONAL CORP		$325.00
10004058	11/18/2015	SHOW INSURANCE INC		$475.00
10004059	11/18/2015	SIMPLE SANITATION SYSTEMS INC		$878.40
10004060	11/18/2015	SPECIALTY HARDWARE SUPPLY		$56.00
10004061	11/18/2015	SPENCER CURRY		$160.00

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10004062	11/18/2015	STACEY MITCHELL		$813.41
10004063	11/18/2015	STEVE K SMITH		$2,582.82
10004064	11/18/2015	STOCKTON MAINTENANCE GROUP INC		$3,525.66
10004065	11/18/2015	STONES & CARDENAS		$1,203.75
10004066	11/18/2015	STRUNK ACE HARDWARE INC		$541.88
10004067	11/18/2015	STURTZ LOCK AND SAFE		$175.00
10004068	11/18/2015	SUNSHINE ST ONE CALL OF FLORIDA INC		$22.17
10004069	11/18/2015	SYLVIA MURPHY		$195.26
10004070	11/18/2015	TAV MOWER LLC		$67.47
10004071	11/18/2015	THE HOME DEPOT COMMERCIAL CREDIT		$620.26
10004072	11/18/2015	THE HOME DEPOT COMMERCIAL CREDIT		$4,243.14
10004073	11/18/2015	THE MIAMI HERALD MEDIA COMPANY		$59.70
10004074	11/18/2015	THOMAS J. HENDERSON		$1,836.68
10004075	11/18/2015	THOMAS ROSSANO		$94.50
10004076	11/18/2015	THOMAS ROSSANO		$47.00
10004077	11/18/2015	THOMSON REUTERS WEST		$130.90
10004078	11/18/2015	THYSSENKRUPP ELEVATOR MANUFACTURING		$1,428.27
10004079	11/18/2015	THYSSENKRUPP ELEVATOR MANUFACTURING		$561.01
10004080	11/18/2015	TIERRA CONSULTING GROUP INC		$1,875.00
10004081	11/18/2015	TINA L BOAN		$50.88
10004084	11/18/2015	TINSLEY ADVERTISING INC		$210,759.53
10004085	11/18/2015	TIRESOLES OF BROWARD, INC		$353.50
10004086	11/18/2015	TRINITA TOCCI DBA TAVERNIER MOWER		$29.98
10004087	11/18/2015	U.S. WATER SERVICES CORPORATION		$728.58
10004088	11/18/2015	UNITED CONCORDIA COMPANIES, INC		$113.32
10004089	11/18/2015	UNITED STATES POSTAL SERVICE		$520.00
10004090	11/18/2015	UNIVERSAL SIGNS & ACCESSORIES		$2,800.00
10004091	11/18/2015	UPPER KEYS COMMUNITY POOL INC		$15,000.00
10004092	11/18/2015	VERIZON WIRELESS SERVICES, LLC		$108.21
10004093	11/18/2015	VERMEER SOUTHEAST SALES & SERVICE		$159.63
10004094	11/18/2015	VICKIE LOCKWOOD		$700.00
10004095	11/18/2015	W & W MANUFACTURING CO.		$354.18
10004096	11/18/2015	WESLEY HOUSE FAMILY SERVICES INC		$20,677.75
10004097	11/18/2015	WESTWINDS FISHING CO		$306.99
10004098	11/18/2015	WHEATONS SERVICE CENTER		$285.00
10004099	11/18/2015	WILLIAM GRANT		$353.92
10004100	11/18/2015	XEROX CORPORATION		$3,319.57
10004101	11/18/2015	XEROX CORPORATION		$607.84
10004102	11/18/2015	YMCA OF GREATER MIAMI, INC		$7,125.00
10004103	11/18/2015	ZOLL MEDICAL CORPORATION		$67.88
10004104	11/19/2015	CASA MARINA OWNER, LLC		$165,500.00
10004105	11/24/2015	3RD GENERATION PLUMBING INC		$2,570.00
10004106	11/24/2015	3RD GENERATION PLUMBING INC		$4,380.00
10004107	11/24/2015	3RD GENERATION PLUMBING INC		$4,380.00
10004108	11/24/2015	ADAM KASPRZAK		$125.00
10004109	11/24/2015	ADAMS BENEFIT CORP		$5,083.32
10004110	11/24/2015	AFLAC GENERAL		$530.76
10004111	11/24/2015	AFLAC SECTION 125		$3,377.89
10004112	11/24/2015	ALEXSANDRA CORSI LETO		$200.00

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10004113	11/24/2015	ALEXSANDRA CORSI LETO		$140.00
10004114	11/24/2015	ALL FIRE SERVICES INC		$87.34
10004115	11/24/2015	ALL KEYS CONSTRUCTION INC		$100.22
10004116	11/24/2015	ALL KEYS GAS DISTRIBUTION, LLC		$72.67
10004117	11/24/2015	AMERICAN DATABANK, LLC		$484.00
10004118	11/24/2015	AMERICAN PLANNING ASSOCIATION		$319.00
10004119	11/24/2015	ARROW INTERNATIONAL		$2,515.89
10004120	11/24/2015	ASSOC OF STATE FLOODPLAIN MANG INC		$140.00
10004121	11/24/2015	AT&T		$804.06
10004122	11/24/2015	AT&T		$139.62
10004123	11/24/2015	AT&T		$240.10
10004124	11/24/2015	AT&T		$620.12
10004125	11/24/2015	AUGUSTO VIANA		$618.00
10004126	11/24/2015	BECKMANN'S AUTO KEY WEST		$482.61
10004127	11/24/2015	BENDER AND ASSOCIATES ARCHITECTS PA		$1,700.00
10004128	11/24/2015	BLUE CROSS & BLUE SHIELD OF FL INC		$83,465.72
10004129	11/24/2015	BOUND TREE MEDICAL LLC		$20,535.39
10004130	11/24/2015	BOYD WILLIAMS		$400.00
10004131	11/24/2015	BOYS & GIRLS CLUBS OF THE KEYS AREA		$3,850.00
10004132	11/24/2015	BRANDON L CLETTA		$411.01
10004133	11/24/2015	BRENDA H BECKMANN		$225.00
10004134	11/24/2015	CABANAS PRINTING INC		$42.00
10004135	11/24/2015	CALIFORNIA STATE DISBURSEMENT UNIT		$251.53
10004136	11/24/2015	CANON FINANCIAL SERVICES INC		$1,183.53
10004137	11/24/2015	CDM SMITH INC		$2,656.75
10004138	11/24/2015	CDW GOVERNMENT, INC		$2,899.00
10004139	11/24/2015	CERTIFIED APPLIANCE REPAIR, INC.		$85.00
10004140	11/24/2015	CHERYL ALFONSO		$80.59
10004141	11/24/2015	CHRISTINE MORGAN		$28.62
10004142	11/24/2015	CLERK OF THE CIRCUIT COURT		$36.50
10004143	11/24/2015	COMCAST		$287.85
10004144	11/24/2015	COMCAST		$62.90
10004145	11/24/2015	COMCAST		$237.85
10004146	11/24/2015	COMCAST		$78.40
10004147	11/24/2015	COMCAST		$136.12
10004148	11/24/2015	COMCAST		$287.85
10004149	11/24/2015	COMCAST		$152.35
10004150	11/24/2015	COMCAST		$47.84
10004151	11/24/2015	COMCAST		$14.19
10004152	11/24/2015	COOKE COMMUNICATIONS LLC		$3,732.55
10004153	11/24/2015	DAVID ALAN		$150.00
10004154	11/24/2015	DEEP BLUE PRINTING INC		$1,470.00
10004155	11/24/2015	DELTA DENTAL INSURANCE COMPANY		$120,719.64
10004156	11/24/2015	DESTI METRICS, LLC		$501.00
10004157	11/24/2015	DION OIL COMPANY, LLC		$526.16
10004158	11/24/2015	DIRECT TV INC		$139.98
10004159	11/24/2015	DL PORTER CONSTRUCTORS INC		$197,712.04
10004160	11/24/2015	DREAM BUILDERS OF FL KEYS INC		$1,428.20
10004161	11/24/2015	DS WATERS OF AMERICA INC DBA		$5.99

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10004162	11/24/2015	ELECTRONIC RECYCLING CENTER		$600.00
10004163	11/24/2015	ENERGY3, LLC		$73,088.33
10004164	11/24/2015	ENVISION PHARMACEUTICAL SVCS INC		$322,542.14
10004165	11/24/2015	ERLA INC DBA EMSAR FLORIDA		$2,128.33
10004166	11/24/2015	FEDERAL EXPRESS CORP		$568.79
10004167	11/24/2015	FIRE TECH REPAIR SERVICE INC		$963.29
10004168	11/24/2015	FLORIDA KEYS CHILDRENS SHELTER INC		$15,750.00
10004169	11/24/2015	FLORIDA KEYS ELECTRIC COOP INC		$1,209.56
10004170	11/24/2015	FLORIDA KEYS OUTREACH COALITION		$7,362.34
10004171	11/24/2015	FRANKY R JONES		$240.00
10004172	11/24/2015	FREEMAN DECORATING CO		$5,562.67
10004174	11/24/2015	GA FOOD SERVICE INC		$9,114.67
10004175	11/24/2015	GALLAGHER BENEFIT SERVICES, INC		$10,750.00
10004176	11/24/2015	GFS FL LLC DBA GFS FLORIDA DIVISION		$665.69
10004177	11/24/2015	GILDA MARIA SMITH		$100.00
10004178	11/24/2015	GUY A ROSS		$2,305.10
10004179	11/24/2015	HANNS EBENSTEN TRAVEL, INC		$589.20
10004180	11/24/2015	HDR ENGINEERING, INC		$25,982.24
10004181	11/24/2015	HOMESTEAD FORD INC.		$1,238.01
10004182	11/24/2015	IAFF LOCAL #3909		$1,820.00
10004183	11/24/2015	ISLAMORADA CHAMBER OF COMMERCE		$13,125.00
10004184	11/24/2015	ISLAND MARINA OF MARATHON, INC.		$6,458.85
10004185	11/24/2015	JENNIFER BELZ REPORTING, INC.		$310.00
10004186	11/24/2015	JOHN GABAY		$160.00

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10004187	11/24/2015	KAY CULLEN		$150.00
10004188	11/24/2015	KEITH & SCHNARS, PA		$1,640.00
10004189	11/24/2015	KEY WEST BUSINESS GUILD		$4,166.00
10004190	11/24/2015	KEY WEST WELDING & FABRICATION INC		$3,300.00
10004191	11/24/2015	KEYS ENERGY SERVICES		$402.89
10004192	11/24/2015	KEYS ENERGY SERVICES LIHEAP		$4,345.87
10004193	11/24/2015	LACY CARABALLO		$525.00
10004194	11/24/2015	LIANA PYNE		$341.98
10004195	11/24/2015	LINDA DAVIS		$210.00
10004196	11/24/2015	LINDA LEE SAWART		$165.00
10004197	11/24/2015	LINDA MIXON		$160.00
10004198	11/24/2015	LINDSEY BALLARD		$50.88
10004199	11/24/2015	MARIA MAYNARD		$440.40
10004200	11/24/2015	MICHAEL PETCHEY		$50.00
10004201	11/24/2015	MICHAEL W. BOWDEN		$270.00
10004202	11/24/2015	MICHELLE WYMAN LEE		$240.00
10004203	11/24/2015	MICHIGAN STATE DISBURSEMENT UNIT		$199.50
10004204	11/24/2015	MINNESOTA LIFE INSURANCE COMPANY		$7,723.00
10004205	11/24/2015	MONROE COUNTY SHERIFF OFFICE		$40,439.93
10004206	11/24/2015	NEVILLE BHADA		$9,750.00
10004207	11/24/2015	NSIGHT FOR TRAVEL		$6,750.00
10004208	11/24/2015	OFFICE DEPOT INC		$684.22
10004209	11/24/2015	OHIO CHILD SUPPOSRT-CSPC		$132.61
10004210	11/24/2015	OLD TOWN TROLLEY TOURS OF		$30,363.12
10004211	11/24/2015	PARADISE DIVERS INC		$19,640.36
10004212	11/24/2015	PEDRO FALCON ELECTRICAL		$84,632.88
10004213	11/24/2015	PHIL PETERSON'S KW POKER RUN LLC		$120,000.00
10004214	11/24/2015	PITNEY BOWES BANK INC PURCHASE POWR		$238.98
10004215	11/24/2015	PROFESSIONAL EMERGENCY SERVICES INC		$7,833.33
10004216	11/24/2015	PUBLIX SUPER MARKETS INC.(BUSINESS)		$562.47
10004217	11/24/2015	PUBLIX SUPERMARKETS INC (PHARMACY)		$239.48
10004218	11/24/2015	RHONDA HAAG		$60.50
10004219	11/24/2015	ROGER ALLEN DUFF		$142.40
10004220	11/24/2015	ROY KHANNA		$8,737.41
10004221	11/24/2015	RURAL HEALTH NETWORK MONROE		$11,408.49
10004222	11/24/2015	SAFE HARBOR ANIMAL RESCUE OF THE KE		$20,630.28
10004223	11/24/2015	SATELLITE TRACKING OF PEOPLE, LLC		$263.50
10004224	11/24/2015	SHARON PRIME		$210.00
10004225	11/24/2015	SHERRY L SEARS		$210.00
10004226	11/24/2015	SHERWIN WILLIAMS - KEY WEST		$886.89
10004227	11/24/2015	SHI INTERNATIONAL CORP		$311.00
10004228	11/24/2015	SIMONE HOLTZERMANN		$29.00
10004229	11/24/2015	STUART NEWMAN ASSOCIATES INC		$64,084.28
10004230	11/24/2015	SUZANNE TOWNSEND		$40.05
10004231	11/24/2015	TEAMSTERS LOCAL UNION 769		$677.10
10004232	11/24/2015	THE HOME DEPOT COMMERCIAL CREDIT		$132.92
10004233	11/24/2015	THE MIAMI HERALD MEDIA COMPANY		$246.96
10004234	11/24/2015	THOMAS P CULLEN, JR		$165.00
10004235	11/24/2015	TOURVEY LLC		$12,450.00

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10004239	11/24/2015	UNIFIRST CORPORATION		$1,844.20
10004240	11/24/2015	UNIGLOBE TRAVEL USA		$3,000.00
10004241	11/24/2015	UNITED WAY OF MONROE COUNTY		$40.00
10004242	11/24/2015	US DEPARTMENT OF TREASURY		$25.00
10004243	11/24/2015	US TRAVEL ASSOCIATION		$4,575.00
10004244	11/24/2015	USA PARKING SYSTEM, INC.		$4,829.34
10004245	11/24/2015	VARIABLE ANNUITY LIFE INS CO		$4,815.00
10004246	11/24/2015	VINCE KALSON		$171.25
10004247	11/24/2015	VISIT FLORIDA		$3,350.00
10004248	11/24/2015	WENDY A DUBE		$35.60
10004249	11/24/2015	XEROX CORPORATION		$295.10
10004250	11/24/2015	XEROX CORPORATION		$56.00
10004251	11/24/2015	XEROX CORPORATION		$56.00
10004252	11/24/2015	YVES VRIELYNCK		$1,183.67
			Grand Total	**$5,585,652.41**

November 2015

BOCC

Payroll

(26 pages)

MONROE COUNTY CLERK'S OFFICE
PAYROLL CHECK REGISTER FOR MONTH ENDING NOVEMBER 30, 2015
Prepared by: Finance Division

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
50000566	11/13/2015		$ 1,280.45		4164
50000567	11/13/2015		$ 1,691.42		1813
50000568	11/13/2015		$ 660.97		4492
50000569	11/13/2015		$ 129.47		4485
50000570	11/13/2015		$ 2,882.74		3643
50000571	11/13/2015		$ 845.09		3397
50000572	11/13/2015		$ 1,223.78		3983
50000573	11/13/2015	$ 400.00	$ 1,993.37		2095
50000574	11/13/2015		$ 714.43		4461
50000575	11/13/2015		$ 725.92		4390
50000576	11/13/2015		$ 1,172.92		3777
50000577	11/13/2015		$ 1,189.80		2024
50000578	11/13/2015		$ 434.95		4376
50000579	11/13/2015		$ 896.49		3239
50000580	11/13/2015		$ 908.04		3660
50000581	11/13/2015	$ 400.00	$ 736.12		4326
50000582	11/13/2015		$ 2,311.19		2119
50000583	11/13/2015		$ 1,000.02		4472
50000584	11/13/2015	$ 200.00	$ 980.45		3322
50000585	11/13/2015		$ 981.39		4394
50000586	11/13/2015		$ 629.14		4420
50000587	11/13/2015		$ 1,308.30		4184
50000588	11/13/2015		$ 1,234.89		3630
50000589	11/13/2015		$ 1,377.16		2413
50000590	11/13/2015		$ 1,301.51		4063
50000591	11/13/2015		$ 394.33		4393
50000592	11/13/2015		$ 914.41		3951
50000593	11/13/2015		$ 1,364.23		4382
50000594	11/13/2015		$ 1,678.12		4442
50000595	11/13/2015		$ 302.89		3973
50000596	11/13/2015		$ 328.25		4240
50000597	11/13/2015		$ 329.91		4405
50000598	11/13/2015		$ 329.91		1420
50000599	11/13/2015		$ 329.91		4087
50000600	11/13/2015		$ 1,405.14		4126
50000601	11/13/2015		$ 1,353.38		4321
50000602	11/13/2015		$ 1,316.55		1557
50000603	11/13/2015		$ 1,236.66		4475
50000604	11/13/2015		$ 982.50		3523

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
50000605	11/13/2015		$ 1,330.62		3786
50000606	11/13/2015		$ 2,516.97		2862
50000607	11/13/2015		$ 1,002.68		4009
50000608	11/13/2015		$ 1,360.01		4380
50000609	11/13/2015		$ 719.14		4490
50000610	11/13/2015		$ 1,473.84		4482
50000611	11/13/2015		$ 2,465.73		3588
50000612	11/13/2015		$ 935.15		2034
50000613	11/13/2015		$ 1,434.70		1828
50000614	11/13/2015		$ 1,198.30		3669
50000615	11/13/2015		$ 1,003.30		4469
50000616	11/13/2015		$ 1,716.02		4491
50000617	11/13/2015		$ 501.47		4426
50000618	11/13/2015		$ 1,871.76		3773
50000619	11/13/2015		$ 2,023.48		3514
50000620	11/13/2015	$ 800.00	$ 382.18		3896
50000621	11/13/2015		$ 2,056.90		3199
50000622	11/13/2015		$ 869.00		3515
50000623	11/13/2015		$ 639.33		3709
50000624	11/13/2015		$ 789.35		3494
50000625	11/13/2015		$ 550.77		3203
50000626	11/13/2015		$ 30.90		4222
V3060272	11/13/2015	$ 1,516.94	$ -		3135
V3060273	11/13/2015	$ 2,082.57	$ -		4223
V3060274	11/13/2015	$ 1,162.39	$ -		3945
V3060275	11/13/2015	$ 1,513.23	$ -		2774
V3060276	11/13/2015	$ 1,407.33	$ -		3174
V3060277	11/13/2015	$ 1,800.55	$ -		3944
V3060278	11/13/2015	$ 1,361.81	$ -		3836
V3060279	11/13/2015	$ 1,586.01	$ -		4453
V3060280	11/13/2015	$ 1,217.24	$ -		3637
V3060281	11/13/2015	$ 6,552.44	$ -		3887
V3060282	11/13/2015	$ 2,605.26	$ -		4096
V3060283	11/13/2015	$ 2,472.31	$ -		4230
V3060284	11/13/2015	$ 2,841.77	$ -		3784
V3060285	11/13/2015	$ 1,172.67	$ -		4269
V3060286	11/13/2015	$ 1,277.57	$ -		2796
V3060287	11/13/2015	$ 1,618.74	$ -		4275
V3060288	11/13/2015	$ 1,282.28	$ -		4437
V3060289	11/13/2015	$ 2,368.36	$ -		3368
V3060290	11/13/2015	$ 1,241.43	$ -		2029
V3060291	11/13/2015	$ 1,231.09	$ -		4348
V3060292	11/13/2015	$ 963.00	$ -		4079

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060293	11/13/2015	$ 1,325.16	$ -		2294
V3060294	11/13/2015	$ 1,192.47	$ -		3683
V3060295	11/13/2015	$ 1,646.11	$ -		4258
V3060296	11/13/2015	$ 1,291.62	$ -		3674
V3060297	11/13/2015	$ 715.67	$ -		2125
V3060298	11/13/2015	$ 1,362.20	$ -		4356
V3060299	11/13/2015	$ 1,060.77	$ -		4216
V3060300	11/13/2015	$ 1,041.33	$ -		3668
V3060301	11/13/2015	$ 1,735.91	$ -		2031
V3060302	11/13/2015	$ 1,710.42	$ -		4004
V3060303	11/13/2015	$ 1,434.39	$ -		4389
V3060304	11/13/2015	$ 1,159.83	$ -		3929
V3060305	11/13/2015	$ 1,125.64	$ -		4489
V3060306	11/13/2015	$ 1,193.94	$ -		4368
V3060307	11/13/2015	$ 608.23	$ -		4397
V3060308	11/13/2015	$ 1,750.79	$ -		4093
V3060309	11/13/2015	$ 4,562.81	$ -		2016
V3060310	11/13/2015	$ 1,165.70	$ -		4153
V3060311	11/13/2015	$ 49.04	$ -		2166
V3060312	11/13/2015	$ 1,350.54	$ -		2272
V3060313	11/13/2015	$ 1,049.32	$ -		4438
V3060314	11/13/2015	$ 1,366.81	$ -		4419
V3060315	11/13/2015	$ 979.04	$ -		4432
V3060316	11/13/2015	$ 1,752.76	$ -		1060
V3060317	11/13/2015	$ 1,524.93	$ -		3495
V3060318	11/13/2015	$ 1,424.32	$ -		3861
V3060319	11/13/2015	$ 1,128.52	$ -		4041
V3060320	11/13/2015	$ 1,356.89	$ -		3979
V3060321	11/13/2015	$ 1,194.48	$ -		4090
V3060322	11/13/2015	$ 1,179.02	$ -		4342
V3060323	11/13/2015	$ 1,255.34	$ -		4086
V3060324	11/13/2015	$ 944.93	$ -		3863
V3060325	11/13/2015	$ 1,272.30	$ -		4444
V3060326	11/13/2015	$ 1,385.97	$ -		3864
V3060327	11/13/2015	$ 1,453.44	$ -		4362
V3060328	11/13/2015	$ 1,367.99	$ -		4483
V3060329	11/13/2015	$ 1,418.06	$ -		4369
V3060330	11/13/2015	$ 1,131.66	$ -		4303
V3060331	11/13/2015	$ 1,189.00	$ -		4333
V3060332	11/13/2015	$ 959.43	$ -		4396
V3060333	11/13/2015	$ 1,537.64	$ -		4150
V3060334	11/13/2015	$ 3,396.75	$ -		3580
V3060335	11/13/2015	$ 1,510.24	$ -		4341

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060336	11/13/2015	$ 1,366.73	$ -		4484
V3060337	11/13/2015	$ 3,240.45	$ -		3747
V3060338	11/13/2015	$ 1,346.69	$ -		4254
V3060339	11/13/2015	$ 1,242.44	$ -		1013
V3060340	11/13/2015	$ 1,149.84	$ -		4066
V3060341	11/13/2015	$ 2,036.88	$ -		2250
V3060342	11/13/2015	$ 1,706.65	$ -		4252
V3060343	11/13/2015	$ 991.87	$ -		4352
V3060344	11/13/2015	$ 2,071.67	$ -		3766
V3060345	11/13/2015	$ 1,899.77	$ -		2528
V3060346	11/13/2015	$ 1,064.03	$ -		4196
V3060347	11/13/2015	$ 1,194.83	$ -		4161
V3060348	11/13/2015	$ 4,011.38	$ -		2818
V3060349	11/13/2015	$ 2,390.32	$ -		2336
V3060350	11/13/2015	$ 839.54	$ -		4282
V3060351	11/13/2015	$ 1,105.18	$ -		4433
V3060352	11/13/2015	$ 1,336.62	$ -		4024
V3060353	11/13/2015	$ 1,228.05	$ -		3308
V3060354	11/13/2015	$ 1,435.36	$ -		4413
V3060355	11/13/2015	$ 2,310.66	$ -		4274
V3060356	11/13/2015	$ 1,713.43	$ -		4284
V3060357	11/13/2015	$ 1,092.86	$ -		3927
V3060358	11/13/2015	$ 2,159.24	$ -		3448
V3060359	11/13/2015	$ 1,350.88	$ -		4166
V3060360	11/13/2015	$ 1,291.97	$ -		4335
V3060361	11/13/2015	$ 1,372.08	$ -		4148
V3060362	11/13/2015	$ 1,071.43	$ -		4127
V3060363	11/13/2015	$ 1,211.33	$ -		4331
V3060364	11/13/2015	$ 3,220.70	$ -		1888
V3060365	11/13/2015	$ 1,733.26	$ -		4425
V3060366	11/13/2015	$ 1,165.76	$ -		4209
V3060367	11/13/2015	$ 1,121.20	$ -		4439
V3060368	11/13/2015	$ 1,163.12	$ -		4395
V3060369	11/13/2015	$ 1,562.67	$ -		3841
V3060370	11/13/2015	$ 1,238.06	$ -		4458
V3060371	11/13/2015	$ 1,663.77	$ -		3925
V3060372	11/13/2015	$ 1,324.80	$ -		4465
V3060373	11/13/2015	$ 1,415.42	$ -		4097
V3060374	11/13/2015	$ 1,157.39	$ -		4486
V3060375	11/13/2015	$ 1,583.10	$ -		4479
V3060376	11/13/2015	$ 1,917.27	$ -		4360
V3060377	11/13/2015	$ 2,785.95	$ -		2728
V3060378	11/13/2015	$ 1,353.18	$ -		3926

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060379	11/13/2015	$ 1,226.18	$ -		4314
V3060380	11/13/2015	$ 1,105.94	$ -		4401
V3060381	11/13/2015	$ 1,360.33	$ -		4195
V3060382	11/13/2015	$ 1,110.20	$ -		4309
V3060383	11/13/2015	$ 751.63	$ -		4332
V3060384	11/13/2015	$ 1,106.20	$ -		4434
V3060385	11/13/2015	$ 1,180.83	$ -		4334
V3060386	11/13/2015	$ 1,474.25	$ -		4011
V3060387	11/13/2015	$ 2,362.92	$ -		1440
V3060388	11/13/2015	$ 990.16	$ -		4412
V3060389	11/13/2015	$ 1,375.06	$ -		3752
V3060390	11/13/2015	$	$ -		1819
V3060391	11/13/2015	$ 3,397.95	$ -		2450
V3060392	11/13/2015	$ 1,091.82	$ -		4460
V3060393	11/13/2015	$ 3,126.15	$ -		2662
V3060394	11/13/2015	$ 1,016.57	$ -		4349
V3060395	11/13/2015	$ 1,786.69	$ -		4168
V3060396	11/13/2015	$ 1,296.79	$ -		2556
V3060397	11/13/2015	$ 1,570.87	$ -		3855
V3060398	11/13/2015	$ 499.85	$ -		3838
V3060399	11/13/2015	$ 224.18	$ -		1491
V3060400	11/13/2015	$ 2,157.65	$ -		4227
V3060401	11/13/2015	$ 1,669.03	$ -		1389
V3060402	11/13/2015	$ 1,270.33	$ -		1033
V3060403	11/13/2015	$ 2,454.94	$ -		1436
V3060404	11/13/2015	$ 1,631.34	$ -		4302
V3060405	11/13/2015	$ 1,638.79	$ -		3598
V3060406	11/13/2015	$ 1,210.57	$ -		3958
V3060407	11/13/2015	$ 1,870.97	$ -		3383
V3060408	11/13/2015	$ 2,019.06	$ -		3030
V3060409	11/13/2015	$ 950.71	$ -		4075
V3060410	11/13/2015	$ 1,504.18	$ -		2793
V3060411	11/13/2015	$ 1,307.27	$ -		4270
V3060412	11/13/2015	$ 1,913.38	$ -		2433
V3060413	11/13/2015	$ 843.85	$ -		3332
V3060414	11/13/2015	$ 1,152.04	$ -		4403
V3060415	11/13/2015	$ 2,085.40	$ -		1853
V3060416	11/13/2015	$ 966.29	$ -		3435
V3060417	11/13/2015	$ 818.98	$ -		3538
V3060418	11/13/2015	$ 834.75	$ -		3506
V3060419	11/13/2015	$ 1,556.96	$ -		3740
V3060420	11/13/2015	$ 1,490.10	$ -		4212
V3060421	11/13/2015	$ 909.21	$ -		4101

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060422	11/13/2015	$ 746.38	$ -		4441
V3060423	11/13/2015	$ 1,105.03	$ -		4478
V3060424	11/13/2015	$ 1,060.94	$ -		1861
V3060425	11/13/2015	$ 1,359.78	$ -		2055
V3060426	11/13/2015	$ 1,395.28	$ -		1167
V3060427	11/13/2015	$ 1,030.42	$ -		3349
V3060428	11/13/2015	$ 951.42	$ -		4057
V3060429	11/13/2015	$ 1,290.76	$ -		4060
V3060430	11/13/2015	$ 1,028.74	$ -		4203
V3060431	11/13/2015	$ 845.43	$ -		4177
V3060432	11/13/2015	$ 1,065.23	$ -		1259
V3060433	11/13/2015	$ 1,447.25	$ -		4040
V3060434	11/13/2015	$ 800.88	$ -		2033
V3060435	11/13/2015	$ 1,022.26	$ -		3565
V3060436	11/13/2015	$ 1,688.13	$ -		3830
V3060437	11/13/2015	$ 848.50	$ -		4202
V3060438	11/13/2015	$ 984.42	$ -		1905
V3060439	11/13/2015	$ 453.09	$ -		4392
V3060440	11/13/2015	$ 1,094.46	$ -		3508
V3060441	11/13/2015	$ 960.20	$ -		4296
V3060442	11/13/2015	$ 817.70	$ -		4286
V3060443	11/13/2015	$ 1,081.06	$ -		3428
V3060444	11/13/2015	$ 894.57	$ -		4451
V3060445	11/13/2015	$ 1,191.10	$ -		4430
V3060446	11/13/2015	$ 1,030.70	$ -		3330
V3060447	11/13/2015	$ 995.42	$ -		3507
V3060448	11/13/2015	$ 1,012.40	$ -		4114
V3060449	11/13/2015	$ 1,462.86	$ -		3035
V3060450	11/13/2015	$ 1,575.04	$ -		2139
V3060451	11/13/2015	$ 1,110.48	$ -		4417
V3060452	11/13/2015	$ 957.51	$ -		1980
V3060453	11/13/2015	$ 1,337.40	$ -		3599
V3060454	11/13/2015	$ 1,815.51	$ -		1073
V3060455	11/13/2015	$ 1,546.87	$ -		4457
V3060456	11/13/2015	$ 1,279.74	$ -		4283
V3060457	11/13/2015	$ 1,425.01	$ -		3900
V3060458	11/13/2015	$ 1,984.17	$ -		1342
V3060459	11/13/2015	$ 1,385.48	$ -		4455
V3060460	11/13/2015	$ 2,605.46	$ -		4322
V3060461	11/13/2015	$ 3,427.38	$ -		3727
V3060462	11/13/2015	$ 1,448.78	$ -		4181
V3060463	11/13/2015	$ 1,199.69	$ -		3659
V3060464	11/13/2015	$ 1,108.95	$ -		4215

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060465	11/13/2015	$ 1,634.27	$ -		1038
V3060466	11/13/2015	$ 1,001.60	$ -		3401
V3060467	11/13/2015	$ 889.76	$ -		4406
V3060468	11/13/2015	$ 1,485.96	$ -		3597
V3060469	11/13/2015	$ 1,152.89	$ -		4021
V3060470	11/13/2015	$ 1,151.63	$ -		2331
V3060471	11/13/2015	$ 818.43	$ -		4277
V3060472	11/13/2015	$ 1,097.62	$ -		2195
V3060473	11/13/2015	$ 1,154.20	$ -		3604
V3060474	11/13/2015	$ 1,017.29	$ -		4423
V3060475	11/13/2015	$ 1,356.65	$ -		2114
V3060476	11/13/2015	$ 989.90	$ -		4372
V3060477	11/13/2015	$ 958.47	$ -		3179
V3060478	11/13/2015	$ 878.12	$ -		4436
V3060479	11/13/2015	$ 1,585.42	$ -		2279
V3060480	11/13/2015	$ 1,773.95	$ -		2423
V3060481	11/13/2015	$ 660.06	$ -		1220
V3060482	11/13/2015	$ 2,160.64	$ -		3661
V3060483	11/13/2015	$ 954.90	$ -		2240
V3060484	11/13/2015	$ 396.36	$ -		4327
V3060485	11/13/2015	$ 1,488.10	$ -		3913
V3060486	11/13/2015	$ 978.18	$ -		1123
V3060487	11/13/2015	$ 923.08	$ -		1561
V3060488	11/13/2015	$ 563.26	$ -		4224
V3060489	11/13/2015	$ 848.49	$ -		4067
V3060490	11/13/2015	$ 1,346.13	$ -		3829
V3060491	11/13/2015	$ 1,308.15	$ -		4187
V3060492	11/13/2015	$ 1,088.89	$ -		3967
V3060493	11/13/2015	$ 1,860.15	$ -		2270
V3060494	11/13/2015	$ 1,389.29	$ -		3905
V3060495	11/13/2015	$ 1,231.83	$ -		4055
V3060496	11/13/2015	$ 2,493.40	$ -		1826
V3060497	11/13/2015	$ 1,364.99	$ -		3650
V3060498	11/13/2015	$ 915.30	$ -		4214
V3060499	11/13/2015	$ 1,260.33	$ -		2100
V3060500	11/13/2015	$ 908.45	$ -		4278
V3060501	11/13/2015	$ 1,254.45	$ -		4422
V3060502	11/13/2015	$ 1,063.59	$ -		4251
V3060503	11/13/2015	$ 1,187.04	$ -		4081
V3060504	11/13/2015	$ 886.56	$ -		4429
V3060505	11/13/2015	$ 1,558.90	$ -		3642
V3060506	11/13/2015	$ 1,294.71	$ -		4273
V3060507	11/13/2015	$ 1,321.80	$ -		3645

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060508	11/13/2015	$ 1,164.46	$ -		4142
V3060509	11/13/2015	$	$ -		3430
V3060510	11/13/2015	$ 1,543.93	$ -		2152
V3060511	11/13/2015	$ 1,063.10	$ -		1538
V3060512	11/13/2015	$ 1,231.14	$ -		4450
V3060513	11/13/2015	$ 1,380.26	$ -		3048
V3060514	11/13/2015	$ 868.90	$ -		4154
V3060515	11/13/2015	$ 1,237.40	$ -		4172
V3060516	11/13/2015	$ 1,796.55	$ -		4443
V3060517	11/13/2015	$ 540.08	$ -		4188
V3060518	11/13/2015	$ 1,041.70	$ -		4330
V3060519	11/13/2015	$ 3,660.13	$ -		4006
V3060520	11/13/2015	$ 1,937.33	$ -		2537
V3060521	11/13/2015	$ 1,209.92	$ -		4117
V3060522	11/13/2015	$ 1,373.31	$ -		3606
V3060523	11/13/2015	$ 1,882.50	$ -		4466
V3060524	11/13/2015	$ 1,634.40	$ -		4467
V3060525	11/13/2015	$ 1,646.60	$ -		4231
V3060526	11/13/2015	$ 1,570.89	$ -		3968
V3060527	11/13/2015	$ 2,143.41	$ -		2009
V3060528	11/13/2015	$ 2,212.23	$ -		4336
V3060529	11/13/2015	$ 1,601.81	$ -		4464
V3060530	11/13/2015	$ 1,244.25	$ -		4409
V3060531	11/13/2015	$ 2,871.58	$ -		4088
V3060532	11/13/2015	$ 1,754.09	$ -		4173
V3060533	11/13/2015	$ 1,328.72	$ -		4220
V3060534	11/13/2015	$ 1,589.02	$ -		2337
V3060535	11/13/2015	$ 1,284.72	$ -		4337
V3060536	11/13/2015	$ 1,797.96	$ -		4353
V3060537	11/13/2015	$ 1,264.05	$ -		4477
V3060538	11/13/2015	$ 973.69	$ -		3764
V3060539	11/13/2015	$ 1,665.48	$ -		2831
V3060540	11/13/2015	$ 2,035.82	$ -		4002
V3060541	11/13/2015	$ 1,662.24	$ -		2872
V3060542	11/13/2015	$ 1,233.51	$ -		4427
V3060543	11/13/2015	$ 1,538.42	$ -		3644
V3060544	11/13/2015	$ 1,629.71	$ -		2320
V3060545	11/13/2015	$ 628.40	$ -		2040
V3060546	11/13/2015	$ 1,466.35	$ -		1945
V3060547	11/13/2015	$ 1,439.34	$ -		2915
V3060548	11/13/2015	$ 2,351.30	$ -		4207
V3060549	11/13/2015	$ 1,405.42	$ -		1054
V3060550	11/13/2015	$ 1,475.29	$ -		3573

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060551	11/13/2015	$ 1,540.28	$ -		1180
V3060552	11/13/2015	$ 1,500.09	$ -		2719
V3060553	11/13/2015	$ 388.62	$ -		3704
V3060554	11/13/2015	$ 1,233.33	$ -		4255
V3060555	11/13/2015	$ 3,058.96	$ -		3758
V3060556	11/13/2015	$ 397.25	$ -		2650
V3060557	11/13/2015	$ 54.00	$ -		4415
V3060558	11/13/2015	$ 1,262.83	$ -		4080
V3060559	11/13/2015	$ 1,862.48	$ -		3695
V3060560	11/13/2015	$ 1,727.94	$ -		2953
V3060561	11/13/2015	$ 810.16	$ -		3907
V3060562	11/13/2015	$ 1,602.01	$ -		2188
V3060563	11/13/2015	$ 1,129.78	$ -		2393
V3060564	11/13/2015	$ 1,033.57	$ -		4140
V3060565	11/13/2015	$ 1,464.57	$ -		1476
V3060566	11/13/2015	$ 947.44	$ -		4241
V3060567	11/13/2015	$ 728.48	$ -		4347
V3060568	11/13/2015	$ 1,286.34	$ -		4022
V3060569	11/13/2015	$ 931.17	$ -		4416
V3060570	11/13/2015	$ 1,236.32	$ -		2529
V3060571	11/13/2015	$ 1,020.79	$ -		2001
V3060572	11/13/2015	$ 1,434.63	$ -		4315
V3060573	11/13/2015	$ 1,669.06	$ -		1740
V3060574	11/13/2015	$ 1,220.09	$ -		1597
V3060575	11/13/2015	$ 1,374.16	$ -		3375
V3060576	11/13/2015	$ 1,971.13	$ -		2088
V3060577	11/13/2015	$ 1,206.36	$ -		4350
V3060578	11/13/2015	$ 1,526.23	$ -		3252
V3060579	11/13/2015	$ 1,228.71	$ -		2987
V3060580	11/13/2015	$ 955.87	$ -		4435
V3060581	11/13/2015	$ 1,392.59	$ -		4095
V3060582	11/13/2015	$ 972.69	$ -		4424
V3060583	11/13/2015	$ 985.16	$ -		4144
V3060584	11/13/2015	$ 1,554.75	$ -		1075
V3060585	11/13/2015	$ 1,808.69	$ -		3279
V3060586	11/13/2015	$ 1,240.98	$ -		4421
V3060587	11/13/2015	$ 589.14	$ -		4371
V3060588	11/13/2015	$ 1,058.70	$ -		4146
V3060589	11/13/2015	$ 948.25	$ -		4488
V3060590	11/13/2015	$ 1,010.33	$ -		4092
V3060591	11/13/2015	$ 1,085.97	$ -		4200
V3060592	11/13/2015	$ 1,025.77	$ -		4191
V3060593	11/13/2015	$ 994.65	$ -		4387

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060594	11/13/2015	$ 695.07	$ -		4476
V3060595	11/13/2015	$ 1,063.67	$ -		4163
V3060596	11/13/2015	$ 1,035.82	$ -		1502
V3060597	11/13/2015	$ 1,512.66	$ -		1208
V3060598	11/13/2015	$ 1,095.15	$ -		4115
V3060599	11/13/2015	$ 1,271.33	$ -		1696
V3060600	11/13/2015	$ 875.06	$ -		3694
V3060601	11/13/2015	$ 1,364.57	$ -		2201
V3060602	11/13/2015	$ 1,376.11	$ -		3387
V3060603	11/13/2015	$ 918.95	$ -		4158
V3060604	11/13/2015	$ 1,679.23	$ -		1329
V3060605	11/13/2015	$ 1,777.12	$ -		3092
V3060606	11/13/2015	$ 670.86	$ -		1528
V3060607	11/13/2015	$ 908.46	$ -		4157
V3060608	11/13/2015	$ 1,164.47	$ -		3892
V3060609	11/13/2015	$ 1,396.97	$ -		2208
V3060610	11/13/2015	$ 1,474.32	$ -		4123
V3060611	11/13/2015	$ 1,764.69	$ -		2963
V3060612	11/13/2015	$ 3,236.10	$ -		4267
V3060613	11/13/2015	$ 1,866.72	$ -		3970
V3060614	11/13/2015	$ 2,163.24	$ -		4039
V3060615	11/13/2015	$ 1,061.58	$ -		4263
V3060616	11/13/2015	$ 1,425.39	$ -		4431
V3060617	11/13/2015	$ 2,291.65	$ -		4386
V3060618	11/13/2015	$ 1,317.91	$ -		4174
V3060619	11/13/2015	$ 1,024.74	$ -		4134
V3060620	11/13/2015	$ 2,251.56	$ -		4418
V3060621	11/13/2015	$ 1,896.61	$ -		1291
V3060622	11/13/2015	$ 1,800.91	$ -		3714
V3060623	11/13/2015	$ 1,993.66	$ -		1212
V3060624	11/13/2015	$ 1,326.73	$ -		3935
V3060625	11/13/2015	$ 1,082.18	$ -		4289
V3060626	11/13/2015	$ 1,702.89	$ -		3670
V3060627	11/13/2015	$ 1,079.07	$ -		4204
V3060628	11/13/2015	$ 1,249.02	$ -		4073
V3060629	11/13/2015	$ 1,438.52	$ -		3550
V3060630	11/13/2015	$ 3,005.71	$ -		4410
V3060631	11/13/2015	$ 1,643.92	$ -		3743
V3060632	11/13/2015	$ 1,989.45	$ -		2170
V3060633	11/13/2015	$ 1,529.05	$ -		3910
V3060634	11/13/2015	$ 1,626.63	$ -		3954
V3060635	11/13/2015	$ 2,630.07	$ -		3769
V3060636	11/13/2015	$ 2,238.24	$ -		3847

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060637	11/13/2015	$ 3,189.00	$ -		1241
V3060638	11/13/2015	$ 1,671.50	$ -		2372
V3060639	11/13/2015	$ 5,307.74	$ -		1586
V3060640	11/13/2015	$ 993.79	$ -		4398
V3060641	11/13/2015	$ 3,397.10	$ -		3875
V3060642	11/13/2015	$ 1,827.95	$ -		4279
V3060643	11/13/2015	$ 2,815.23	$ -		4199
V3060644	11/13/2015	$ 916.06	$ -		3554
V3060645	11/13/2015	$ 1,114.35	$ -		4027
V3060646	11/13/2015	$ 997.85	$ -		4343
V3060647	11/13/2015	$ 1,109.59	$ -		3525
V3060648	11/13/2015	$ 966.86	$ -		3719
V3060649	11/13/2015	$ 842.88	$ -		4023
V3060650	11/13/2015	$ 357.40	$ -		4338
V3060651	11/13/2015	$ 1,247.09	$ -		2814
V3060652	11/13/2015	$ 1,182.84	$ -		3953
V3060653	11/13/2015	$ 1,186.13	$ -		3816
V3060654	11/13/2015	$ 1,263.80	$ -		4301
V3060655	11/13/2015	$ 1,148.19	$ -		1293
V3060656	11/13/2015	$ 899.02	$ -		2392
V3060657	11/13/2015	$ 1,328.92	$ -		4048
V3060658	11/13/2015	$ 1,047.80	$ -		4454
V3060659	11/13/2015	$ 2,047.72	$ -		1465
V3060660	11/13/2015	$ 943.24	$ -		4256
V3060661	11/13/2015	$ 931.02	$ -		3609
V3060662	11/13/2015	$ 780.97	$ -		4257
V3060663	11/13/2015	$ 975.53	$ -		3823
V3060664	11/13/2015	$ 1,189.53	$ -		4407
V3060665	11/13/2015	$ 1,439.76	$ -		3911
V3060666	11/13/2015	$ 1,677.36	$ -		2059
V3060667	11/13/2015	$ 1,182.06	$ -		3004
V3060668	11/13/2015	$ 1,205.92	$ -		4329
V3060669	11/13/2015	$ 1,612.50	$ -		3957
V3060670	11/13/2015	$ 645.60	$ -		4400
V3060671	11/13/2015	$ 485.76	$ -		4147
V3060672	11/13/2015	$ 724.06	$ -		3763
V3060673	11/13/2015	$ 921.82	$ -		2297
V3060674	11/13/2015	$ 948.66	$ -		2310
V3060675	11/13/2015	$ 1,585.20	$ -		3851
V3060676	11/13/2015	$ 1,430.40	$ -		2085
V3060677	11/13/2015	$ 850.17	$ -		4351
V3060678	11/13/2015	$ 1,280.51	$ -		1260
V3060679	11/13/2015	$ 694.45	$ -		3845

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060680	11/13/2015	$ 964.94	$ -		4287
V3060681	11/13/2015	$ 1,998.71	$ -		4404
V3060682	11/13/2015	$ 1,048.41	$ -		1868
V3060683	11/13/2015	$ 1,694.08	$ -		4234
V3060684	11/13/2015	$ 2,973.70	$ -		4487
V3060685	11/13/2015	$ 1,411.67	$ -		4285
V3060686	11/13/2015	$ 1,237.29	$ -		4344
V3060687	11/13/2015	$ 1,821.66	$ -		1045
V3060688	11/13/2015	$ 1,393.34	$ -		4046
V3060689	11/13/2015	$ 1,268.92	$ -		4379
V3060690	11/13/2015	$ 1,514.42	$ -		4030
V3060691	11/13/2015	$ 1,474.79	$ -		3975
V3060692	11/13/2015	$ 1,545.30	$ -		3628
V3060693	11/13/2015	$ 1,859.18	$ -		3653
V3060694	11/13/2015	$ 1,222.67	$ -		4471
V3060695	11/13/2015	$ 1,821.56	$ -		4000
V3060696	11/13/2015	$ 2,131.94	$ -		4259
V3060697	11/13/2015	$ 1,681.70	$ -		4104
V3060698	11/13/2015	$ 562.05	$ -		4262
V3060699	11/13/2015	$ 1,651.14	$ -		3934
V3060700	11/13/2015	$ 1,825.20	$ -		4470
V3060701	11/13/2015	$ 1,237.77	$ -		4304
V3060702	11/13/2015	$ 1,259.82	$ -		4339
V3060703	11/13/2015	$ 1,324.75	$ -		3938
V3060704	11/13/2015	$ 1,616.81	$ -		3882
V3060705	11/13/2015	$ 1,753.23	$ -		4328
V3060706	11/13/2015	$ 2,262.85	$ -		3464
V3060707	11/13/2015	$ 2,104.57	$ -		4318
V3060708	11/13/2015	$ 405.85	$ -		4378
V3060709	11/13/2015	$ 1,149.76	$ -		4448
V3060710	11/13/2015	$ 396.93	$ -		4473
V3060711	11/13/2015	$ 2,260.19	$ -		3819
V3060712	11/13/2015	$ 1,702.53	$ -		4399
V3060713	11/13/2015	$ 1,505.36	$ -		1531
V3060714	11/13/2015	$ 2,085.80	$ -		1279
V3060715	11/13/2015	$ 1,838.77	$ -		4250
V3060716	11/13/2015	$ 1,298.01	$ -		4452
V3060717	11/13/2015	$ 1,577.47	$ -		4445
V3060718	11/13/2015	$ 2,726.77	$ -		4446
V3060719	11/13/2015	$ 2,041.27	$ -		3800
V3060720	11/13/2015	$ 2,081.08	$ -		4468
V3060721	11/13/2015	$ 1,587.67	$ -		4236
V3060722	11/13/2015	$ 2,238.06	$ -		3304

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060723	11/13/2015	$ 1,713.46	$ -		4068
V3060724	11/13/2015	$ 2,124.55	$ -		4056
V3060725	11/13/2015	$ 1,207.90	$ -		4098
V3060726	11/13/2015	$ 1,527.26	$ -		3574
V3060727	11/13/2015	$ 1,555.32	$ -		1113
V3060728	11/13/2015	$ 1,937.81	$ -		4051
V3060729	11/13/2015	$ 687.80	$ -		2303
V3060730	11/13/2015	$ 1,256.40	$ -		3636
V3060731	11/13/2015	$ 1,339.95	$ -		3756
V3060732	11/13/2015	$ 2,101.22	$ -		3962
V3060733	11/13/2015	$ 2,381.22	$ -		1244
V3060734	11/13/2015	$ 1,703.48	$ -		1962
V3060735	11/13/2015	$ 1,517.02	$ -		3686
V3060736	11/13/2015	$ 768.38	$ -		3952
V3060737	11/13/2015	$ 686.66	$ -		3810
V3060738	11/13/2015	$ 462.98	$ -		1110
V3060739	11/13/2015	$ 2,755.25	$ -		1114
V3060740	11/13/2015	$ 1,459.57	$ -		4229
V3060741	11/13/2015	$ 1,797.91	$ -		4355
V3060742	11/13/2015	$ 1,750.80	$ -		2254
V3060743	11/13/2015	$ 820.38	$ -		4062
V3060744	11/13/2015	$ 2,857.23	$ -		2828
V3060745	11/13/2015	$ 1,121.74	$ -		4305
V3060746	11/13/2015	$ 1,829.40	$ -		1462
V3060747	11/13/2015	$ 1,328.15	$ -		4459
V3060748	11/13/2015	$ 1,179.72	$ -		4069
V3060749	11/13/2015	$ 1,035.67	$ -		4249
V3060750	11/13/2015	$ 1,336.11	$ -		4217
V3060751	11/13/2015	$ 1,198.61	$ -		4313
V3060752	11/13/2015	$ 1,046.17	$ -		4480
V3060753	11/13/2015	$ 1,863.52	$ -		3450
V3060754	11/13/2015	$ 1,406.79	$ -		4017
V3060755	11/13/2015	$ 2,558.33	$ -		1985
V3060756	11/13/2015	$ 1,247.30	$ -		4064
V3060757	11/13/2015	$ 590.94	$ -		1859
V3060758	11/13/2015	$ 418.65	$ -		4388
V3060759	11/13/2015	$ 2,276.54	$ -		2368
V3060760	11/13/2015	$ 2,149.39	$ -		4375
V3060761	11/13/2015	$ 1,216.48	$ -		4414
V3060762	11/13/2015	$ 1,244.86	$ -		3535
50000627	11/25/2015		$ 2,708.43		3009
50000628	11/25/2015		$ 1,280.46		4164
50000629	11/25/2015		$ 1,691.42		1813

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
50000630	11/25/2015		$ 2,872.85		3643
50000631	11/25/2015		$ 845.09		3397
50000632	11/25/2015		$ 1,191.70		3983
50000633	11/25/2015	$ 400.00	$ 1,642.21		2095
50000634	11/25/2015		$ 800.97		4461
50000635	11/25/2015		$ 1,052.45		4390
50000636	11/25/2015		$ 1,121.10		3777
50000637	11/25/2015		$ 1,193.45		2024
50000638	11/25/2015		$ 621.93		4376
50000639	11/25/2015		$ 954.65		3239
50000640	11/25/2015	$ 400.00	$ 498.55		4326
50000641	11/25/2015		$ 2,311.19		2119
50000642	11/25/2015		$ 1,179.49		4472
50000643	11/25/2015	$ 200.00	$ 907.35		3322
50000644	11/25/2015		$ 842.96		4394
50000645	11/25/2015		$ 569.25		4420
50000646	11/25/2015		$ 1,431.89		4184
50000647	11/25/2015		$ 1,258.60		3630
50000648	11/25/2015		$ 1,377.15		2413
50000649	11/25/2015		$ 1,235.75		4063
50000650	11/25/2015		$ 1,006.55		3951
50000651	11/25/2015		$ 1,572.39		4382
50000652	11/25/2015		$ 1,678.13		4442
50000653	11/25/2015		$ 302.89		3973
50000654	11/25/2015		$ 328.25		4240
50000655	11/25/2015		$ 329.91		4405
50000656	11/25/2015		$ 329.91		1420
50000657	11/25/2015		$ 329.91		4087
50000658	11/25/2015		$ 1,405.14		4126
50000659	11/25/2015		$ 1,353.38		4321
50000660	11/25/2015		$ 1,316.55		1557
50000661	11/25/2015		$ 1,236.66		4475
50000662	11/25/2015		$ 982.49		3523
50000663	11/25/2015		$ 1,228.33		3786
50000664	11/25/2015		$ 2,516.97		2862
50000665	11/25/2015		$ 1,002.69		4009
50000666	11/25/2015		$ 1,562.94		4380
50000667	11/25/2015		$ 719.14		4490
50000668	11/25/2015		$ 1,387.25		4482
50000669	11/25/2015		$ 978.78		2034
50000670	11/25/2015		$ 1,459.10		1828
50000671	11/25/2015		$ 1,198.30		3669
50000672	11/25/2015		$ 1,007.88		4469

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
50000673	11/25/2015		$ 4,754.00		3242
50000674	11/25/2015		$ 1,869.69		3773
50000675	11/25/2015		$ 1,803.01		3514
50000676	11/25/2015	$ 800.00	$ 382.17		3896
50000677	11/25/2015		$ 2,056.90		3199
50000678	11/25/2015		$ 924.85		3515
50000679	11/25/2015		$ 916.14		4480
50000680	11/25/2015		$ 675.05		3709
50000681	11/25/2015		$ 733.80		3494
50000682	11/25/2015		$ 530.10		3203
50000683	11/25/2015		$ 85.92		4222
V3060763	11/25/2015	$ 2,433.12	$ -		3943
V3060764	11/25/2015	$ 1,516.94	$ -		3135
V3060765	11/25/2015	$ 2,082.57	$ -		4223
V3060766	11/25/2015	$ 1,162.38	$ -		3945
V3060767	11/25/2015	$ 1,513.23	$ -		2774
V3060768	11/25/2015	$ 2,697.22	$ -		4219
V3060769	11/25/2015	$ 1,407.33	$ -		3174
V3060770	11/25/2015	$ 2,314.69	$ -		3771
V3060771	11/25/2015	$ 3,085.86	$ -		2997
V3060772	11/25/2015	$ 1,800.54	$ -		3944
V3060773	11/25/2015	$ 1,465.78	$ -		3836
V3060774	11/25/2015	$ 1,617.32	$ -		4453
V3060775	11/25/2015	$ 1,217.24	$ -		3637
V3060776	11/25/2015	$ 6,552.44	$ -		3887
V3060777	11/25/2015	$ 2,599.72	$ -		4096
V3060778	11/25/2015	$ 2,472.31	$ -		4230
V3060779	11/25/2015	$ 2,850.87	$ -		3784
V3060780	11/25/2015	$ 1,172.67	$ -		4269
V3060781	11/25/2015	$ 1,277.58	$ -		2796
V3060782	11/25/2015	$ 1,617.81	$ -		4275
V3060783	11/25/2015	$ 1,282.27	$ -		4437
V3060784	11/25/2015	$ 2,291.45	$ -		3368
V3060785	11/25/2015	$ 1,241.43	$ -		2029
V3060786	11/25/2015	$ 1,304.79	$ -		4348
V3060787	11/25/2015	$ 963.01	$ -		4079
V3060788	11/25/2015	$ 1,325.16	$ -		2294
V3060789	11/25/2015	$ 1,192.47	$ -		3683
V3060790	11/25/2015	$ 1,646.12	$ -		4258
V3060791	11/25/2015	$ 1,291.61	$ -		3674
V3060792	11/25/2015	$ 715.67	$ -		2125
V3060793	11/25/2015	$ 1,336.29	$ -		4356
V3060794	11/25/2015	$ 1,060.77	$ -		4216

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060795	11/25/2015	$ 1,192.20	$ -		3668
V3060796	11/25/2015	$ 1,735.91	$ -		2031
V3060797	11/25/2015	$ 1,459.48	$ -		4004
V3060798	11/25/2015	$ 1,204.25	$ -		4389
V3060799	11/25/2015	$ 1,276.73	$ -		3929
V3060800	11/25/2015	$ 1,201.50	$ -		4489
V3060801	11/25/2015	$ 1,237.35	$ -		4368
V3060802	11/25/2015	$ 695.66	$ -		4397
V3060803	11/25/2015	$ 1,806.64	$ -		4093
V3060804	11/25/2015	$ 1,357.05	$ -		2016
V3060805	11/25/2015	$ 1,209.04	$ -		4153
V3060806	11/25/2015	$ 144.73	$ -		2166
V3060807	11/25/2015	$ 1,468.55	$ -		2272
V3060808	11/25/2015	$ 1,136.75	$ -		4438
V3060809	11/25/2015	$ 1,137.09	$ -		4419
V3060810	11/25/2015	$ 1,066.46	$ -		4432
V3060811	11/25/2015	$ 1,896.07	$ -		1060
V3060812	11/25/2015	$ 1,641.28	$ -		3495
V3060813	11/25/2015	$ 1,439.22	$ -		3861
V3060814	11/25/2015	$ 1,212.65	$ -		4041
V3060815	11/25/2015	$ 1,510.01	$ -		3979
V3060816	11/25/2015	$ 1,205.13	$ -		4090
V3060817	11/25/2015	$ 1,232.28	$ -		4342
V3060818	11/25/2015	$ 1,775.39	$ -		4086
V3060819	11/25/2015	$ 1,050.71	$ -		3863
V3060820	11/25/2015	$ 1,121.74	$ -		4444
V3060821	11/25/2015	$ 2,087.27	$ -		3864
V3060822	11/25/2015	$ 1,414.00	$ -		4362
V3060823	11/25/2015	$ 1,233.70	$ -		4483
V3060824	11/25/2015	$ 1,250.29	$ -		4369
V3060825	11/25/2015	$ 1,401.60	$ -		4303
V3060826	11/25/2015	$ 1,242.55	$ -		4333
V3060827	11/25/2015	$ 1,224.34	$ -		4459
V3060828	11/25/2015	$ 1,049.77	$ -		4396
V3060829	11/25/2015	$ 2,081.59	$ -		4150
V3060830	11/25/2015	$ 1,159.55	$ -		4492
V3060831	11/25/2015	$ 1,982.15	$ -		3580
V3060832	11/25/2015	$ 1,351.60	$ -		4341
V3060833	11/25/2015	$ 2,171.29	$ -		3747
V3060834	11/25/2015	$ 1,807.84	$ -		4254
V3060835	11/25/2015	$ 1,391.03	$ -		1013
V3060836	11/25/2015	$ 545.79	$ -		4066
V3060837	11/25/2015	$ 3,079.46	$ -		2250

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060838	11/25/2015	$ 1,561.30	$ -		4252
V3060839	11/25/2015	$ 1,091.64	$ -		4352
V3060840	11/25/2015	$ 2,057.63	$ -		3766
V3060841	11/25/2015	$ 2,059.19	$ -		2528
V3060842	11/25/2015	$ 1,170.60	$ -		4196
V3060843	11/25/2015	$ 1,209.13	$ -		4161
V3060844	11/25/2015	$ 3,235.13	$ -		2818
V3060845	11/25/2015	$ 2,233.16	$ -		2336
V3060846	11/25/2015	$ 1,483.96	$ -		4282
V3060847	11/25/2015	$ 1,170.75	$ -		4433
V3060848	11/25/2015	$ 1,394.73	$ -		4024
V3060849	11/25/2015	$ 1,346.24	$ -		3308
V3060850	11/25/2015	$ 1,133.36	$ -		4413
V3060851	11/25/2015	$ 2,179.10	$ -		4274
V3060852	11/25/2015	$ 1,567.96	$ -		4284
V3060853	11/25/2015	$ 1,449.06	$ -		3927
V3060854	11/25/2015	$ 1,899.45	$ -		3448
V3060855	11/25/2015	$ 1,078.14	$ -		4166
V3060856	11/25/2015	$ 1,351.52	$ -		4335
V3060857	11/25/2015	$ 2,055.98	$ -		4148
V3060858	11/25/2015	$ 1,082.03	$ -		4127
V3060859	11/25/2015	$ 1,211.33	$ -		4331
V3060860	11/25/2015	$ 1,977.70	$ -		1888
V3060861	11/25/2015	$ 1,806.48	$ -		4425
V3060862	11/25/2015	$ 1,257.25	$ -		4209
V3060863	11/25/2015	$ 1,396.32	$ -		4439
V3060864	11/25/2015	$ 1,250.03	$ -		4395
V3060865	11/25/2015	$ 1,692.36	$ -		3841
V3060866	11/25/2015	$ 1,330.96	$ -		4458
V3060867	11/25/2015	$ 1,741.08	$ -		3925
V3060868	11/25/2015	$ 1,095.84	$ -		4465
V3060869	11/25/2015	$ 1,400.51	$ -		4097
V3060870	11/25/2015	$ 1,368.70	$ -		4486
V3060871	11/25/2015	$ 1,787.94	$ -		4360
V3060872	11/25/2015	$ 3,003.50	$ -		2728
V3060873	11/25/2015	$ 1,376.99	$ -		3926
V3060874	11/25/2015	$ 1,313.06	$ -		4314
V3060875	11/25/2015	$ 1,204.30	$ -		4401
V3060876	11/25/2015	$ 1,368.59	$ -		4195
V3060877	11/25/2015	$ 1,118.19	$ -		4309
V3060878	11/25/2015	$ 764.16	$ -		4332
V3060879	11/25/2015	$ 1,182.70	$ -		4434
V3060880	11/25/2015	$ 1,189.10	$ -		4334

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060881	11/25/2015	$ 1,307.65	$ -		4011
V3060882	11/25/2015	$ 2,520.16	$ -		1440
V3060883	11/25/2015	$ 1,319.40	$ -		4412
V3060884	11/25/2015	$ 1,556.74	$ -		3752
V3060885	11/25/2015	$	$ -		1819
V3060886	11/25/2015	$ 2,043.83	$ -		2450
V3060887	11/25/2015	$ 1,179.25	$ -		4460
V3060888	11/25/2015	$ 3,150.27	$ -		2662
V3060889	11/25/2015	$ 1,016.56	$ -		4349
V3060890	11/25/2015	$ 1,044.32	$ -		4168
V3060891	11/25/2015	$ 1,357.92	$ -		2556
V3060892	11/25/2015	$ 1,544.69	$ -		3855
V3060893	11/25/2015	$ 479.55	$ -		3838
V3060894	11/25/2015	$ 224.18	$ -		1491
V3060895	11/25/2015	$ 2,118.19	$ -		4227
V3060896	11/25/2015	$ 1,728.78	$ -		1389
V3060897	11/25/2015	$ 1,270.32	$ -		1033
V3060898	11/25/2015	$ 2,512.96	$ -		1436
V3060899	11/25/2015	$ 1,631.35	$ -		4302
V3060900	11/25/2015	$ 1,638.79	$ -		3598
V3060901	11/25/2015	$ 1,210.57	$ -		3958
V3060902	11/25/2015	$ 1,771.60	$ -		3383
V3060903	11/25/2015	$ 2,059.65	$ -		3030
V3060904	11/25/2015	$ 1,091.55	$ -		4075
V3060905	11/25/2015	$ 1,504.18	$ -		2793
V3060906	11/25/2015	$ 1,234.54	$ -		4270
V3060907	11/25/2015	$ 1,871.60	$ -		2433
V3060908	11/25/2015	$ 843.85	$ -		3332
V3060909	11/25/2015	$ 1,152.04	$ -		4403
V3060910	11/25/2015	$ 1,994.37	$ -		1853
V3060911	11/25/2015	$ 985.53	$ -		3435
V3060912	11/25/2015	$ 818.99	$ -		3538
V3060913	11/25/2015	$ 834.76	$ -		3506
V3060914	11/25/2015	$ 2,402.04	$ -		3740
V3060915	11/25/2015	$ 1,383.30	$ -		4212
V3060916	11/25/2015	$ 961.59	$ -		4101
V3060917	11/25/2015	$ 746.38	$ -		4441
V3060918	11/25/2015	$ 1,105.03	$ -		4478
V3060919	11/25/2015	$ 1,021.66	$ -		1861
V3060920	11/25/2015	$ 1,359.78	$ -		2055
V3060921	11/25/2015	$ 1,395.28	$ -		1167
V3060922	11/25/2015	$ 1,190.73	$ -		3349
V3060923	11/25/2015	$ 921.07	$ -		4057

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060924	11/25/2015	$ 1,337.53	$ -		4060
V3060925	11/25/2015	$ 976.31	$ -		4203
V3060926	11/25/2015	$ 796.07	$ -		4177
V3060927	11/25/2015	$ 1,065.23	$ -		1259
V3060928	11/25/2015	$ 1,447.25	$ -		4040
V3060929	11/25/2015	$ 924.65	$ -		2033
V3060930	11/25/2015	$ 1,275.80	$ -		3565
V3060931	11/25/2015	$ 1,572.46	$ -		3830
V3060932	11/25/2015	$ 893.97	$ -		4202
V3060933	11/25/2015	$ 926.23	$ -		1905
V3060934	11/25/2015	$ 483.75	$ -		4392
V3060935	11/25/2015	$ 1,542.21	$ -		3508
V3060936	11/25/2015	$ 853.75	$ -		4296
V3060937	11/25/2015	$ 1,067.93	$ -		4286
V3060938	11/25/2015	$ 1,332.89	$ -		3428
V3060939	11/25/2015	$ 931.77	$ -		4451
V3060940	11/25/2015	$ 1,030.35	$ -		4430
V3060941	11/25/2015	$ 1,030.71	$ -		3330
V3060942	11/25/2015	$ 995.42	$ -		3507
V3060943	11/25/2015	$ 893.36	$ -		4114
V3060944	11/25/2015	$ 1,462.86	$ -		3035
V3060945	11/25/2015	$ 1,536.72	$ -		2139
V3060946	11/25/2015	$ 1,768.47	$ -		3660
V3060947	11/25/2015	$ 1,110.48	$ -		4417
V3060948	11/25/2015	$ 804.47	$ -		1980
V3060949	11/25/2015	$ 1,202.11	$ -		3599
V3060950	11/25/2015	$ 1,874.85	$ -		1073
V3060951	11/25/2015	$ 1,536.43	$ -		4457
V3060952	11/25/2015	$ 1,279.74	$ -		4283
V3060953	11/25/2015	$ 1,425.00	$ -		3900
V3060954	11/25/2015	$ 1,984.17	$ -		1342
V3060955	11/25/2015	$ 1,467.32	$ -		4455
V3060956	11/25/2015	$ 2,605.46	$ -		4322
V3060957	11/25/2015	$ 3,427.38	$ -		3727
V3060958	11/25/2015	$ 1,448.77	$ -		4181
V3060959	11/25/2015	$ 1,199.69	$ -		3659
V3060960	11/25/2015	$ 1,014.96	$ -		4215
V3060961	11/25/2015	$ 1,360.82	$ -		1038
V3060962	11/25/2015	$ 1,000.49	$ -		3401
V3060963	11/25/2015	$ 806.22	$ -		4406
V3060964	11/25/2015	$ 1,485.96	$ -		3597
V3060965	11/25/2015	$ 1,058.91	$ -		4021
V3060966	11/25/2015	$ 1,151.63	$ -		2331

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3060967	11/25/2015	$ 818.42	$ -		4277
V3060968	11/25/2015	$ 1,096.14	$ -		2195
V3060969	11/25/2015	$ 1,154.20	$ -		3604
V3060970	11/25/2015	$ 991.57	$ -		4423
V3060971	11/25/2015	$ 1,250.28	$ -		2114
V3060972	11/25/2015	$ 1,044.03	$ -		4372
V3060973	11/25/2015	$ 916.70	$ -		3179
V3060974	11/25/2015	$ 870.35	$ -		4436
V3060975	11/25/2015	$ 1,585.42	$ -		2279
V3060976	11/25/2015	$ 1,749.15	$ -		2423
V3060977	11/25/2015	$ 715.39	$ -		1220
V3060978	11/25/2015	$ 2,181.04	$ -		3661
V3060979	11/25/2015	$ 1,080.51	$ -		2240
V3060980	11/25/2015	$ 429.71	$ -		4327
V3060981	11/25/2015	$ 1,465.64	$ -		3913
V3060982	11/25/2015	$ 1,095.22	$ -		1123
V3060983	11/25/2015	$ 1,015.38	$ -		1561
V3060984	11/25/2015	$ 527.46	$ -		4224
V3060985	11/25/2015	$ 848.49	$ -		4067
V3060986	11/25/2015	$ 1,346.13	$ -		3829
V3060987	11/25/2015	$ 1,308.15	$ -		4187
V3060988	11/25/2015	$ 1,088.89	$ -		3967
V3060989	11/25/2015	$ 1,858.30	$ -		2270
V3060990	11/25/2015	$ 1,389.29	$ -		3905
V3060991	11/25/2015	$ 1,304.93	$ -		4055
V3060992	11/25/2015	$ 2,493.40	$ -		1826
V3060993	11/25/2015	$ 1,391.17	$ -		3650
V3060994	11/25/2015	$ 893.77	$ -		4214
V3060995	11/25/2015	$ 1,249.25	$ -		2100
V3060996	11/25/2015	$ 901.99	$ -		4278
V3060997	11/25/2015	$ 1,097.81	$ -		4422
V3060998	11/25/2015	$ 1,075.69	$ -		4251
V3060999	11/25/2015	$ 1,187.04	$ -		4081
V3061000	11/25/2015	$ 892.13	$ -		4429
V3061001	11/25/2015	$ 1,375.80	$ -		3642
V3061002	11/25/2015	$ 1,385.80	$ -		4273
V3061003	11/25/2015	$ 1,262.94	$ -		3645
V3061004	11/25/2015	$ 1,164.45	$ -		4142
V3061005	11/25/2015	$	$ -		3430
V3061006	11/25/2015	$ 1,543.93	$ -		2152
V3061007	11/25/2015	$ 1,063.10	$ -		1538
V3061008	11/25/2015	$ 1,231.14	$ -		4450
V3061009	11/25/2015	$ 1,395.21	$ -		3048

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061010	11/25/2015	$ 892.08	$ -		4154
V3061011	11/25/2015	$ 1,237.41	$ -		4172
V3061012	11/25/2015	$ 1,796.55	$ -		4443
V3061013	11/25/2015	$ 541.75	$ -		4188
V3061014	11/25/2015	$ 1,156.56	$ -		4330
V3061015	11/25/2015	$ 3,809.82	$ -		4006
V3061016	11/25/2015	$ 1,937.34	$ -		2537
V3061017	11/25/2015	$ 1,209.92	$ -		4117
V3061018	11/25/2015	$ 1,373.31	$ -		3606
V3061019	11/25/2015	$ 1,722.70	$ -		4466
V3061020	11/25/2015	$ 1,634.40	$ -		4467
V3061021	11/25/2015	$ 1,646.60	$ -		4231
V3061022	11/25/2015	$ 1,478.26	$ -		3968
V3061023	11/25/2015	$ 2,143.41	$ -		2009
V3061024	11/25/2015	$ 2,212.23	$ -		4336
V3061025	11/25/2015	$ 1,601.46	$ -		4464
V3061026	11/25/2015	$ 1,098.40	$ -		4409
V3061027	11/25/2015	$ 2,871.59	$ -		4088
V3061028	11/25/2015	$ 1,942.79	$ -		4173
V3061029	11/25/2015	$ 1,222.67	$ -		4471
V3061030	11/25/2015	$ 1,328.72	$ -		4220
V3061031	11/25/2015	$ 1,589.02	$ -		2337
V3061032	11/25/2015	$ 1,284.71	$ -		4337
V3061033	11/25/2015	$ 1,488.58	$ -		4353
V3061034	11/25/2015	$ 1,264.04	$ -		4477
V3061035	11/25/2015	$ 1,608.73	$ -		3764
V3061036	11/25/2015	$ 1,665.48	$ -		2831
V3061037	11/25/2015	$ 2,035.83	$ -		4002
V3061038	11/25/2015	$ 1,662.24	$ -		2872
V3061039	11/25/2015	$ 1,227.04	$ -		4427
V3061040	11/25/2015	$ 1,531.04	$ -		3644
V3061041	11/25/2015	$ 1,629.71	$ -		2320
V3061042	11/25/2015	$ 628.40	$ -		2040
V3061043	11/25/2015	$ 1,466.35	$ -		1945
V3061044	11/25/2015	$ 1,439.34	$ -		2915
V3061045	11/25/2015	$ 2,351.30	$ -		4207
V3061046	11/25/2015	$ 1,405.41	$ -		1054
V3061047	11/25/2015	$ 1,475.29	$ -		3573
V3061048	11/25/2015	$ 1,540.28	$ -		1180
V3061049	11/25/2015	$ 1,500.09	$ -		2719
V3061050	11/25/2015	$ 388.63	$ -		3704
V3061051	11/25/2015	$ 1,233.34	$ -		4255
V3061052	11/25/2015	$ 3,058.97	$ -		3758

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061053	11/25/2015	$ 397.26	$ -		2650
V3061054	11/25/2015	$ 1,226.48	$ -		4080
V3061055	11/25/2015	$ 1,862.47	$ -		3695
V3061056	11/25/2015	$ 1,727.93	$ -		2953
V3061057	11/25/2015	$ 403.47	$ -		3907
V3061058	11/25/2015	$ 1,602.01	$ -		2188
V3061059	11/25/2015	$ 1,129.78	$ -		2393
V3061060	11/25/2015	$ 1,015.49	$ -		4140
V3061061	11/25/2015	$ 1,464.57	$ -		1476
V3061062	11/25/2015	$ 1,027.93	$ -		4241
V3061063	11/25/2015	$ 709.79	$ -		4347
V3061064	11/25/2015	$ 1,286.34	$ -		4022
V3061065	11/25/2015	$ 1,001.03	$ -		4416
V3061066	11/25/2015	$ 1,236.32	$ -		2529
V3061067	11/25/2015	$ 1,020.78	$ -		2001
V3061068	11/25/2015	$ 1,434.63	$ -		4315
V3061069	11/25/2015	$ 1,669.06	$ -		1740
V3061070	11/25/2015	$ 1,220.09	$ -		1597
V3061071	11/25/2015	$ 1,374.16	$ -		3375
V3061072	11/25/2015	$ 1,962.05	$ -		2088
V3061073	11/25/2015	$ 1,206.36	$ -		4350
V3061074	11/25/2015	$ 1,526.23	$ -		3252
V3061075	11/25/2015	$ 1,228.72	$ -		2987
V3061076	11/25/2015	$ 934.99	$ -		4435
V3061077	11/25/2015	$ 1,392.58	$ -		4095
V3061078	11/25/2015	$ 972.68	$ -		4424
V3061079	11/25/2015	$ 985.16	$ -		4144
V3061080	11/25/2015	$ 1,554.75	$ -		1075
V3061081	11/25/2015	$ 1,808.69	$ -		3279
V3061082	11/25/2015	$ 1,240.98	$ -		4421
V3061083	11/25/2015	$ 626.51	$ -		4371
V3061084	11/25/2015	$ 1,058.70	$ -		4146
V3061085	11/25/2015	$ 916.29	$ -		4488
V3061086	11/25/2015	$ 1,010.33	$ -		4092
V3061087	11/25/2015	$ 1,085.97	$ -		4200
V3061088	11/25/2015	$ 1,025.77	$ -		4191
V3061089	11/25/2015	$ 994.65	$ -		4387
V3061090	11/25/2015	$ 743.45	$ -		4476
V3061091	11/25/2015	$ 1,063.67	$ -		4163
V3061092	11/25/2015	$ 1,035.82	$ -		1502
V3061093	11/25/2015	$ 1,512.66	$ -		1208
V3061094	11/25/2015	$ 1,095.15	$ -		4115
V3061095	11/25/2015	$ 1,271.33	$ -		1696

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061096	11/25/2015	$ 875.05	$ -		3694
V3061097	11/25/2015	$ 1,364.57	$ -		2201
V3061098	11/25/2015	$ 1,376.11	$ -		3387
V3061099	11/25/2015	$ 918.95	$ -		4158
V3061100	11/25/2015	$ 1,679.23	$ -		1329
V3061101	11/25/2015	$ 1,777.12	$ -		3092
V3061102	11/25/2015	$ 670.86	$ -		1528
V3061103	11/25/2015	$ 908.46	$ -		4157
V3061104	11/25/2015	$ 1,164.47	$ -		3892
V3061105	11/25/2015	$ 1,396.97	$ -		2208
V3061106	11/25/2015	$ 1,283.77	$ -		4123
V3061107	11/25/2015	$ 1,764.69	$ -		2963
V3061108	11/25/2015	$ 3,236.10	$ -		4267
V3061109	11/25/2015	$ 1,416.71	$ -		3970
V3061110	11/25/2015	$ 2,021.16	$ -		4039
V3061111	11/25/2015	$ 1,081.37	$ -		4263
V3061112	11/25/2015	$ 1,072.49	$ -		4431
V3061113	11/25/2015	$ 2,285.00	$ -		4386
V3061114	11/25/2015	$ 1,350.69	$ -		4174
V3061115	11/25/2015	$ 1,024.74	$ -		4134
V3061116	11/25/2015	$ 2,242.88	$ -		4418
V3061117	11/25/2015	$ 1,609.36	$ -		1291
V3061118	11/25/2015	$ 1,791.32	$ -		3714
V3061119	11/25/2015	$ 1,993.67	$ -		1212
V3061120	11/25/2015	$ 1,242.44	$ -		3935
V3061121	11/25/2015	$ 1,082.17	$ -		4289
V3061122	11/25/2015	$ 1,702.89	$ -		3670
V3061123	11/25/2015	$ 1,079.07	$ -		4204
V3061124	11/25/2015	$ 1,249.02	$ -		4073
V3061125	11/25/2015	$ 1,438.52	$ -		3550
V3061126	11/25/2015	$ 3,023.08	$ -		4410
V3061127	11/25/2015	$ 1,590.80	$ -		3743
V3061128	11/25/2015	$ 1,616.76	$ -		2170
V3061129	11/25/2015	$ 1,529.05	$ -		3910
V3061130	11/25/2015	$ 1,557.74	$ -		3954
V3061131	11/25/2015	$ 2,630.07	$ -		3769
V3061132	11/25/2015	$ 2,238.24	$ -		3847
V3061133	11/25/2015	$ 3,179.91	$ -		1241
V3061134	11/25/2015	$ 1,624.75	$ -		2372
V3061135	11/25/2015	$ 5,307.74	$ -		1586
V3061136	11/25/2015	$ 993.79	$ -		4398
V3061137	11/25/2015	$ 3,397.11	$ -		3875
V3061138	11/25/2015	$ 1,827.95	$ -		4279

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061139	11/25/2015	$ 2,815.23	$ -		4199
V3061140	11/25/2015	$ 1,006.87	$ -		3554
V3061141	11/25/2015	$ 1,114.35	$ -		4027
V3061142	11/25/2015	$ 997.86	$ -		4343
V3061143	11/25/2015	$ 357.40	$ -		4338
V3061144	11/25/2015	$ 1,247.09	$ -		2814
V3061145	11/25/2015	$ 1,182.84	$ -		3953
V3061146	11/25/2015	$ 1,186.12	$ -		3816
V3061147	11/25/2015	$ 1,258.62	$ -		4301
V3061148	11/25/2015	$ 1,148.19	$ -		1293
V3061149	11/25/2015	$ 897.64	$ -		2392
V3061150	11/25/2015	$ 1,328.92	$ -		4048
V3061151	11/25/2015	$ 1,047.80	$ -		4454
V3061152	11/25/2015	$ 2,047.73	$ -		1465
V3061153	11/25/2015	$ 847.14	$ -		4256
V3061154	11/25/2015	$ 931.03	$ -		3609
V3061155	11/25/2015	$ 780.97	$ -		4257
V3061156	11/25/2015	$ 975.53	$ -		3823
V3061157	11/25/2015	$ 1,189.52	$ -		4407
V3061158	11/25/2015	$ 1,439.76	$ -		3911
V3061159	11/25/2015	$ 1,677.36	$ -		2059
V3061160	11/25/2015	$ 1,182.07	$ -		3004
V3061161	11/25/2015	$ 1,163.63	$ -		4329
V3061162	11/25/2015	$ 1,612.50	$ -		3957
V3061163	11/25/2015	$ 494.32	$ -		4400
V3061164	11/25/2015	$ 485.75	$ -		4147
V3061165	11/25/2015	$ 724.06	$ -		3763
V3061166	11/25/2015	$ 921.83	$ -		2297
V3061167	11/25/2015	$ 952.05	$ -		2310
V3061168	11/25/2015	$ 1,585.20	$ -		3851
V3061169	11/25/2015	$ 1,457.89	$ -		2085
V3061170	11/25/2015	$ 850.16	$ -		4351
V3061171	11/25/2015	$ 1,227.43	$ -		1260
V3061172	11/25/2015	$ 600.72	$ -		3845
V3061173	11/25/2015	$ 964.93	$ -		4287
V3061174	11/25/2015	$ 1,998.72	$ -		4404
V3061175	11/25/2015	$ 1,048.41	$ -		1868
V3061176	11/25/2015	$ 1,694.08	$ -		4234
V3061177	11/25/2015	$ 2,662.68	$ -		4487
V3061178	11/25/2015	$ 1,411.67	$ -		4285
V3061179	11/25/2015	$ 1,285.58	$ -		4344
V3061180	11/25/2015	$ 1,821.66	$ -		1045
V3061181	11/25/2015	$ 1,375.18	$ -		4046

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061182	11/25/2015	$ 1,203.00	$ -		4379
V3061183	11/25/2015	$ 1,716.03	$ -		4491
V3061184	11/25/2015	$ 1,514.41	$ -		4030
V3061185	11/25/2015	$ 1,474.80	$ -		3975
V3061186	11/25/2015	$ 1,449.99	$ -		3628
V3061187	11/25/2015	$ 2,030.12	$ -		3653
V3061188	11/25/2015	$ 1,821.56	$ -		4000
V3061189	11/25/2015	$ 2,131.94	$ -		4259
V3061190	11/25/2015	$ 1,681.70	$ -		4104
V3061191	11/25/2015	$ 234.19	$ -		4262
V3061192	11/25/2015	$ 1,736.34	$ -		3934
V3061193	11/25/2015	$ 1,923.32	$ -		4470
V3061194	11/25/2015	$ 1,335.46	$ -		4304
V3061195	11/25/2015	$ 1,259.82	$ -		4339
V3061196	11/25/2015	$ 1,431.51	$ -		3938
V3061197	11/25/2015	$ 2,314.43	$ -		3882
V3061198	11/25/2015	$ 1,753.23	$ -		4328
V3061199	11/25/2015	$ 2,331.77	$ -		3464
V3061200	11/25/2015	$ 1,415.28	$ -		4318
V3061201	11/25/2015	$ 395.50	$ -		4378
V3061202	11/25/2015	$ 1,149.77	$ -		4448
V3061203	11/25/2015	$ 396.93	$ -		4473
V3061204	11/25/2015	$ 2,258.89	$ -		3819
V3061205	11/25/2015	$ 1,675.55	$ -		4399
V3061206	11/25/2015	$ 1,468.14	$ -		1531
V3061207	11/25/2015	$ 2,110.97	$ -		1279
V3061208	11/25/2015	$ 2,041.74	$ -		4250
V3061209	11/25/2015	$ 1,189.99	$ -		4452
V3061210	11/25/2015	$ 1,577.47	$ -		4445
V3061211	11/25/2015	$ 2,791.07	$ -		4446
V3061212	11/25/2015	$ 1,902.81	$ -		3800
V3061213	11/25/2015	$ 2,122.08	$ -		4468
V3061214	11/25/2015	$ 1,385.71	$ -		4236
V3061215	11/25/2015	$ 2,300.35	$ -		3304
V3061216	11/25/2015	$ 1,628.86	$ -		4068
V3061217	11/25/2015	$ 2,124.55	$ -		4056
V3061218	11/25/2015	$ 1,133.41	$ -		4098
V3061219	11/25/2015	$ 1,695.05	$ -		3574
V3061220	11/25/2015	$ 1,555.32	$ -		1113
V3061221	11/25/2015	$ 1,937.81	$ -		4051
V3061222	11/25/2015	$ 687.80	$ -		2303
V3061223	11/25/2015	$ 1,256.41	$ -		3636
V3061224	11/25/2015	$ 1,339.95	$ -		3756

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061225	11/25/2015	$ 2,100.86	$ -		3962
V3061226	11/25/2015	$ 2,263.19	$ -		1244
V3061227	11/25/2015	$ 1,512.75	$ -		1962
V3061228	11/25/2015	$ 1,517.02	$ -		3686
V3061229	11/25/2015	$ 768.39	$ -		3952
V3061230	11/25/2015	$ 686.67	$ -		3810
V3061231	11/25/2015	$ 462.96	$ -		1110
V3061232	11/25/2015	$ 2,807.08	$ -		1114
V3061233	11/25/2015	$ 1,459.57	$ -		4229
V3061234	11/25/2015	$ 1,797.91	$ -		4355
V3061235	11/25/2015	$ 1,594.16	$ -		2254
V3061236	11/25/2015	$ 972.88	$ -		4062
V3061237	11/25/2015	$ 2,973.07	$ -		2828
V3061238	11/25/2015	$ 1,288.24	$ -		4305
V3061239	11/25/2015	$ 2,176.62	$ -		1462
V3061240	11/25/2015	$ 1,323.54	$ -		4069
V3061241	11/25/2015	$ 1,161.82	$ -		4249
V3061242	11/25/2015	$ 1,493.91	$ -		4484
V3061243	11/25/2015	$ 1,291.71	$ -		4217
V3061244	11/25/2015	$ 1,211.77	$ -		4313
V3061245	11/25/2015	$ 1,372.64	$ -		4479
V3061246	11/25/2015	$ 2,230.79	$ -		3450
V3061247	11/25/2015	$ 1,424.43	$ -		4017
V3061248	11/25/2015	$ 2,383.22	$ -		1985
V3061249	11/25/2015	$ 1,247.31	$ -		4064
V3061250	11/25/2015	$ 590.94	$ -		1859
V3061251	11/25/2015	$ 418.64	$ -		4388
V3061252	11/25/2015	$ 2,276.54	$ -		2368
V3061253	11/25/2015	$ 2,179.46	$ -		4375
V3061254	11/25/2015	$ 1,216.47	$ -		4414
V3061255	11/25/2015	$ 1,244.85	$ -		3535
V3061256	11/25/2015	$ 1,109.60	$ -		3525
V3061257	11/25/2015	$ 966.86	$ -		3719
V3061258	11/25/2015	$ 841.40	$ -		4023

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: ~~12/09/2015~~ 1/20/16 Department: Finance

Bulk Item: Yes _X__ No ___ Staff Contact /Phone #: C. Bradford 3457

AGENDA ITEM WORDING:
Assets to be transferred from Card Sound to lower Keys Roads & Bridges

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:
Approve the addition of assets

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
FIXED ASSET TRANSFER FORM
(ATTACHMENT B.4.)

TO: Charlie Bradford , Property Manager
FINANCE DEPT, Stop #8

FROM: Roy Sanchez, Director
Fleet Mgmt., Stop #4

ASSET I.D. NUMBER & DESCRIPTION	SERIAL NUMBER
3200/6293 – 2008	2FZACGDT28AY78475
Sterling Acterra Bucket Truck	

Received
NOV 10 2015
Finance Dept.

LOCATION FROM:	LOCATION TO:
Cost Center Number: 22502	Cost Center Number: 22500
Cost Center Name: Card Sound	Cost Center Name: Roads & Bridges
	Location of Asset: KW

OWNERSHIP CHANGE: YES X NO _____

DATE: 11/9/2015

SURRENDERING DEPARTMENT: Card Sound
Print name:

RECEIVING DEPARTMENT: Roads & Bridges
Print name:

SELECTION CRITERIA: assets.tagno='6293'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION	
6293	STERLING BUCKET TRUCK	CLS M	FUNDING 401	CAPITAL ASSET Y	EST LIFE 8	DEP LIFE 8
-000	MFR STERLING	CAT 501	VENDOR ATLANTIC TRUCK CENTER		DEP Y POST DP Y	DEP METH SL
	MODEL ACTERRA	LOC LK-W22	PO 00019333	UNITS 1	SALVAGE VALU	.00
	S/N 2FZACGDT28AY78475	FUND TYPE B	CHECK 525664	UN CST 133558.00	ACCUM DEP	111298.33
	INVENTORY DATE 08/04/15	DPT 22502	ACQUIRE 01/22/08	COST 133558.00	REM BOOK BASIS	22259.67
	CONDITION STATUS ACTIVE	INS CO			DEP BASIS	133558.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00		LAST POSTING DATE	09/30/14
	CUSTODIAN 62	LOCATION KW			SALE AMOUNT	.00
	REMARKS/LIC #	TRF FROM/TO			RETIRED DATE	
	OLD ID #					

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5400	TRANSPORTATION	5410	ROAD AND STREET FACILITY	89503	530590	1.00

REPORT TOTAL 1 RECORDS SELECTED

COST	133,558.00
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	111,298.33
SALE AMOUNT	.00

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 ~~12/9/2015~~ 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:
Approve the addition of assets

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

Fixed Asset Reconcilliation for 2016
Charles Bradford

Fund	Fund/Cost Center	Account	Date	PO	Check #	Cost	Description
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	00052056-04	10003815	1,090.00	TAG#8565
141 - FIRE & AMB DIST 1 L&M KEY	141-11500 - FIRE & RESCUE CENTRAL	560640	11/04/15		10003636	1,438.20	#8585 FRIDGE STA#10
141 - FIRE & AMB DIST 1 L&M KEY	141-11500 - FIRE & RESCUE CENTRAL	560640	10/28/15		10003421	1,480.50	#8583
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	00052056-08	10003815	5,900.00	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
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	00051641-01	10003815	39,948.00	TAG#8581
304 - 1 CENT INFRA SURTAX	304-24000 - GEN GOVT CAP PROJECTS	560641	11/10/15	00052056-01	10003815	53,620.00	TAG#8565
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	11/10/15	00051641-03	10003815	55,984.00	TAG#8581
						222,520.70	

Audit Slip	8585	1,438.20	Refrigerator for Station #10
Audit Slip	8583	1,480.50	Rescue Saw
00051641	8581	123,822.00	Clam Truck w/loader body
00052056	8586	95,780.00	Freightliner Crewcab w/liftgat
		222,520.70	

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 001 - GENERAL FUND
FUND/COSTCTR - 00101 - BOCC ADMINISTRATIVE

ACCOUNT / DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-5100-5110-1000-00101-00101 - BOCC ADMINISTRATIVE									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - BOCC ADMINISTRATIVE					.00	.00	.00		.00
001-5700-5750-1000-01522-01522 - AARP LOWER									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - AARP LOWER					.00	.00	.00		.00
001-5700-5750-1000-01523-01523 - AARP MIDDLE									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - AARP MIDDLE					.00	.00	.00		.00
001-5700-5750-1000-01529-01529 - AARP UPPER KEYS									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - AARP UPPER KEYS					.00	.00	.00		.00
001-6800-6850-8010-04100-04100 - GUARDIAN AD LITEM									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 001 - GENERAL FUND
FUND/COSTCTR - 04100 - GUARDIAN AD LITEM

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560640 CAPITAL OUTLAY-EQUIPMENT (cont'd)									
10/04/15	11-1				3,300.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				3,300.00	.00	.00		3,300.00
TOTAL FUND/COST CT - GUARDIAN AD LITEM					3,300.00	.00	.00		3,300.00
001-5100-5120-1010-05000-05000 - COUNTY ADMINISTRATOR									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - COUNTY ADMINISTRATOR					.00	.00	.00		.00
001-5100-5130-1010-05002-05002 - TECHNICAL SERVICES									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY VEHICLES				.00	.00	.00		.00
TOTAL FUND/COST CT - TECHNICAL SERVICES					.00	.00	.00		.00
001-5100-5130-1010-05003-05003 - TECHNOLOGY REPLACEMENT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				274,500.00			POSTED FROM BUDGET SYSTEM	
10/22/15	17-1	00054075-01		94410 GOVCONNECTION, I			.00	LENOVO THINKPAD W541 LAPT	
10/22/15	17-1	00054075-02		94410 GOVCONNECTION, I			105.00	8GB MEMORY	
10/22/15	17-1	00054075-03		94410 GOVCONNECTION, I			14.00	HARDWARE INSTALLATION	
10/22/15	17-1	00054075-04		94410 GOVCONNECTION, I			175.00	500 GB HARD DRIVE	
10/22/15	17-1	00054075-05		94410 GOVCONNECTION, I			245.00	DOCKING STATION	
10/22/15	17-1	00054075-06		94410 GOVCONNECTION, I			75.00	3 YEAR ONSITE WARRANTY	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 001 - GENERAL FUND
FUND/COSTCTR - 05003 - TECHNOLOGY REPLACEMENT

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560640 CAPITAL OUTLAY-EQUIPMENT (cont'd)									
10/22/15	17-1	00054076-01		004500 CDW GOVERNMENT,			1,366.69	APC SMART UPS 3000 VA RAC	
11/05/15	17-1	00053690-01		94410 GOVCONNECTION, I			755.00	ENC CARRY FRWRD-50053690	
11/05/15	17-1	00053690-02		94410 GOVCONNECTION, I			116.00	ENC CARRY FRWRD-50053690	
11/05/15	17-1	00053690-03		94410 GOVCONNECTION, I			210.00	ENC CARRY FRWRD-50053690	
11/05/15	17-1	00053690-04		94410 GOVCONNECTION, I			15.00	ENC CARRY FRWRD-50053690	
11/05/15	17-1	00053690-05		94410 GOVCONNECTION, I			67.00	ENC CARRY FRWRD-50053690	
11/05/15	17-1	00053690-06		94410 GOVCONNECTION, I			300.00	ENC CARRY FRWRD-50053690	
11/05/15	17-1	00053690-07		94410 GOVCONNECTION, I			34.00	ENC CARRY FRWRD-50053690	
11/05/15	17-1	00053690-08		94410 GOVCONNECTION, I			115.00	ENC CARRY FRWRD-50053690	
11/05/15	17-1	00053690-09		94410 GOVCONNECTION, I			398.00	ENC CARRY FRWRD-50053690	
11/02/15	25-2		325		-1,000.00			BUDGET TRANSFER	
11/02/15	25-2		328		-8,000.00			BUDGET TRANSFER	
11/09/15	18-2	00053690-05		94410 GOVCONNECTION, I			-67.00	CHANGE ORDER - 1	
11/09/15	18-2	00053690-06		94410 GOVCONNECTION, I			.00	CHANGE ORDER - 1	
11/09/15	18-2	00053690-07		94410 GOVCONNECTION, I			.00	CHANGE ORDER - 1	
11/09/15	18-2	00053690-08		94410 GOVCONNECTION, I			.00	CHANGE ORDER - 1	
11/09/15	18-2	00053690-09		94410 GOVCONNECTION, I			.00	CHANGE ORDER - 1	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				265,500.00	.00	3,923.69		261,576.31
TOTAL FUND/COST CT - TECHNOLOGY					265,500.00	.00	3,923.69		261,576.31
001-5100-5130-1000-06000-06000 - GRANTS ACQN/ADMIN									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - GRANTS					.00	.00	.00		.00
001-5100-5130-1011-06001-06001 - OFFICE OF MGMT AND BUDGET									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				6,000.00			POSTED FROM BUDGET SYSTEM	
11/02/15	25-2		327		-1,400.00			BUDGET TRANSFER	
11/03/15	25-2		332		-100.00			BUDGET TRANSFER	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				4,500.00	.00	.00		4,500.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 001 - GENERAL FUND
FUND/COSTCTR - 06001 - OFFICE OF MGMT AND BUDGET

ACCOUNT / DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND/COST CT - OFFICE OF MGMT AND BUD					4,500.00	.00	.00		4,500.00
001-5100-5130-1011-06030-06030 - PURCHASING									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - PURCHASING					.00	.00	.00		.00
001-5100-5130-1011-06500-06500 - PERSONNEL									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - PERSONNEL					.00	.00	.00		.00
001-5200-5220-1019-12001-12001 - FIRE ACADEMY									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
11/16/15 25-2			636		2,912.50			BUDGET TRANSFER	
11/20/15 17-2		00054386-01		94410 GOVCONNECTION, I			969.00	QUOTE # 23970489.02-W1 -	
11/20/15 17-2		00054386-02		94410 GOVCONNECTION, I			105.00	15976410 0B47381 8GB PC3	
11/20/15 17-2		00054386-03		94410 GOVCONNECTION, I			105.00	17946767 MZ-75E250B/AM 25	
11/20/15 17-2		00054386-04		94410 GOVCONNECTION, I			14.00	17059527 PCCDC00026 HARDW	
11/20/15 17-2		00054386-05		94410 GOVCONNECTION, I			67.00	16651941 5WS0F31381 TOPSE	
11/20/15 17-2		00054386-06		94410 GOVCONNECTION, I			28.25	14049243 0A36190 USB SOUN	
11/20/15 17-2		00054386-07		94410 GOVCONNECTION, I			360.00	19021400 60CCMAR2US 22" T	
11/20/15 17-2		00054386-08		94410 GOVCONNECTION, I			32.00	8548409 F2CD000B06-E DISP	
11/20/15 17-2		00054386-09		94410 GOVCONNECTION, I			150.00	16051857 40A10090US THINK	
11/20/15 17-2		00054386-10		94410 GOVCONNECTION, I			529.00	18573472 10AM000VUS TOPSE	
11/20/15 17-2		00054386-11		94410 GOVCONNECTION, I			124.00	14387980 0A65730 8GB PC3-	
11/20/15 17-2		00054386-12		94410 GOVCONNECTION, I			9.00	16964568 PCCDC00024 SIMPL	
11/20/15 17-2		00054386-13		94410 GOVCONNECTION, I			28.25	14049243 0A36190 USB SOUN	
11/20/15 17-2		00054386-14		94410 GOVCONNECTION, I			360.00	19021400 60CCMAR2US 22" T	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 001 - GENERAL FUND
FUND/COSTCTR - 12001 - FIRE ACADEMY

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560640 CAPITAL OUTLAY-EQUIPMENT (cont'd)									
11/20/15	17-2	00054386-15		94410 GOVCONNECTION, I			32.00	8548409 F2CD000B06-E DISP	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				2,912.50	.00	2,912.50		.00
560641	CAPITAL OUTLAY VEHICLES				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY VEHICLES				.00	.00	.00		.00
TOTAL FUND/COST CT - FIRE ACADEMY					2,912.50	.00	2,912.50		.00
001-5200-5250-1012-13500-13500 - EMERGENCY MANAGEMENT									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
560641	CAPITAL OUTLAY VEHICLES				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				18,000.00			POSTED FROM BUDGET SYSTEM	
11/17/15	25-2		1449		500.00			BUDGET TRANSFER	
11/23/15	17-2	00054409-01		96103 PEMBROKE MOTORS			17,209.00	SPEC #24 - 2016 DODGE JOU	
11/23/15	17-2	00054409-02		96103 PEMBROKE MOTORS			285.00	3KY - THIRD KEY	
11/23/15	17-2	00054409-03		96103 PEMBROKE MOTORS			39.00	LMK - DAYTIME RUNNING LIG	
TOTAL	CAPITAL OUTLAY VEHICLES				18,500.00	.00	17,533.00		967.00
TOTAL FUND/COST CT - EMERGENCY MANAGEMENT					18,500.00	.00	17,533.00		967.00
001-5100-5190-1013-20501-20501 - FACILITIES MAINTENANCE									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
560641	CAPITAL OUTLAY VEHICLES				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				118,500.00			POSTED FROM BUDGET SYSTEM	
11/13/15	17-2	00054336-01		96645 GARBER CHRYSLER			17,802.00	SPEC #45-2016 1/2 TON PIC	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 001 - GENERAL FUND
FUND/COSTCTR - 20501 - FACILITIES MAINTENANCE

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560641 CAPITAL OUTLAY VEHICLES (cont'd)									
11/13/15	17-2	00054336-02		96645 GARBER CHRYSLER			146.00	3K - THIRD KEY	
11/13/15	17-2	00054336-03		96645 GARBER CHRYSLER			39.00	LM1 - DAYTIME RUNNING LIG	
TOTAL	CAPITAL OUTLAY VEHICLES				118,500.00	.00	17,987.00		100,513.00
TOTAL FUND/COST CT - FACILITIES MAINTENANCE					118,500.00	.00	17,987.00		100,513.00
001-5700-5720-1013-20502-20502 - HIGGS BEACH MAINTENANCE									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - HIGGS BEACH MAINTENANC					.00	.00	.00		.00
001-5100-5190-1013-20506-20506 - ADA COMPLIANCE									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - ADA COMPLIANCE					.00	.00	.00		.00
001-5600-5620-1013-21000-21000 - ANIMAL SHELTERS									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				18,588.00			POSTED FROM BUDGET SYSTEM	
11/05/15	17-1	00051910-01		93474 DON REID FORD, I			17,995.00	ENC CARRY FRWRD-50051910	
11/05/15	17-1	00051910-02		93474 DON REID FORD, I			250.00	ENC CARRY FRWRD-50051910	
11/05/15	17-1	00051910-03		93474 DON REID FORD, I			299.00	ENC CARRY FRWRD-50051910	
11/05/15	17-1	00051910-04		93474 DON REID FORD, I			44.00	ENC CARRY FRWRD-50051910	
TOTAL	CAPITAL OUTLAY VEHICLES				18,588.00	.00	18,588.00		.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 001 - GENERAL FUND
FUND/COSTCTR - 21000 - ANIMAL SHELTERS

ACCOUNT / DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND/COST CT - ANIMAL SHELTERS					18,588.00	.00	18,588.00		.00
001-5400-5410-1013-22001-22001 - COUNTY ENGINEER GENERAL									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11	1			.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - COUNTY ENGINEER GENERA					.00	.00	.00		.00
001-5300-5370-1016-61000-61000 - EXTENSION SERVICES									
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11	1			.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00
TOTAL FUND/COST CT - EXTENSION SERVICES					.00	.00	.00		.00
001-5600-5640-1016-61501-61501 - WELFARE ADMINISTRATION									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11	1			.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11	1			.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00
TOTAL FUND/COST CT - WELFARE ADMINISTRATION					.00	.00	.00		.00
001-5600-5620-1016-61504-61504 - BAYSHORE COUNTY HOME									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11	1			.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 001 - GENERAL FUND
FUND/COSTCTR - 61504 - BAYSHORE COUNTY HOME

ACCOUNT / DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND/COST CT - BAYSHORE COUNTY HOME					.00	.00	.00		.00
001-5600-5690-1016-61525-61525 - SOCIAL SERVICE TRANSPORT									
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				13,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					13,000.00	.00	.00		13,000.00
TOTAL FUND/COST CT - SOCIAL SERVICE TRANSPO					13,000.00	.00	.00		13,000.00
001-5700-5710-1016-62023-62023 - LIBRARIES ADMIN SUPPORT									
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00
TOTAL FUND/COST CT - LIBRARIES ADMIN SUPPOR					.00	.00	.00		.00
001-5700-5710-1016-62025-62025 - LIBRARIES KW DONATIONS									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - LIBRARIES KW DONATIONS					.00	.00	.00		.00
001-5500-5530-1017-67001-67001 - VETERAN AFFAIRS GENERAL									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 001 - GENERAL FUND
FUND/COSTCTR - 67001 - VETERAN AFFAIRS GENERAL

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560641 CAPITAL OUTLAY VEHICLES (cont'd)									
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY VEHICLES				.00	.00	.00		.00
TOTAL FUND/COST CT - VETERAN AFFAIRS GENERA					.00	.00	.00		.00
001-5100-5140-1020-67501-67501 - COUNTY ATTORNEY GENERAL									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				1,250.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				1,250.00	.00	.00		1,250.00
TOTAL FUND/COST CT - COUNTY ATTORNEY GENERA					1,250.00	.00	.00		1,250.00
001-5200-5270-1030-68000-68000 - MEDICAL EXAMINER									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - MEDICAL EXAMINER					.00	.00	.00		.00
001-6000-6020-3510-69600-69600 - STATE ATTORNEY									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				50,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				50,000.00	.00	.00		50,000.00
TOTAL FUND/COST CT - STATE ATTORNEY					50,000.00	.00	.00		50,000.00
001-6000-6030-4510-69800-69800 - PUBLIC DEFENDER									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				1,229.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				1,229.00	.00	.00		1,229.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 001 - GENERAL FUND
FUND/COSTCTR - 69800 - PUBLIC DEFENDER

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND/COST CT - PUBLIC DEFENDER					1,229.00	.00	.00		1,229.00
001-6000-6050-8010-80002-80002 - JUDICIAL SUPPORT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - JUDICIAL SUPPORT					.00	.00	.00		.00
001-6100-6230-8010-83500-83500 - PRETRIAL RELEASE									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - PRETRIAL RELEASE					.00	.00	.00		.00
001-7100-7130-8010-84500-84500 - INFORMATION SYSTEMS									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - INFORMATION SYSTEMS					.00	.00	.00		.00
TOTAL FUND - GENERAL FUND					497,279.50	.00	60,944.19		436,335.31
101-5200-5260-1012-11001-11001 - MEDICAL AIR TRANSPORT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				15,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					15,000.00	.00	.00		15,000.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 101 - FINE & FORFEITURE FUND
FUND/COSTCTR - 11001 - MEDICAL AIR TRANSPORT

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560641 CAPITAL OUTLAY VEHICLES (cont'd)									
10/04/15	11-1				30,000.00			POSTED FROM BUDGET SYSTEM	
10/22/15	17-1	00054061-01		000443 DUVAL FORD			30,000.00	TRUCK REPLACEMENT / AGING	
TOTAL	CAPITAL OUTLAY VEHICLES				30,000.00	.00	30,000.00		.00
TOTAL FUND/COST CT - MEDICAL AIR TRANSPORT					45,000.00	.00	30,000.00		15,000.00
101-5200-5230-1013-20505-20505 - CORRECTION FACILITIES									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
560641	CAPITAL OUTLAY VEHICLES				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY VEHICLES				.00	.00	.00		.00
TOTAL FUND/COST CT - CORRECTION FACILITIES					.00	.00	.00		.00
101-5200-5210-2000-68629-68629 - SHERIFF LAW ENFORCEMENT									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - SHERIFF LAW ENFORCEMEN					.00	.00	.00		.00
101-5200-5230-2000-68630-68630 - SHERIFF CORRECTIONS									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - SHERIFF CORRECTIONS					.00	.00	.00		.00
TOTAL FUND - FINE & FORFEITURE FUND					45,000.00	.00	30,000.00		15,000.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 102 - ROAD AND BRIDGE FUND
FUND/COSTCTR - 22002 - COUNTY ENGINEER R & B

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
102-5400-5410-1013-22002-22002 - COUNTY ENGINEER R & B									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00
TOTAL FUND/COST CT - COUNTY ENGINEER R & B					.00	.00	.00		.00
102-5400-5410-1013-22500-22500 - ROAD DEPARTMENT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				650,000.00			POSTED FROM BUDGET SYSTEM	
10/28/15	17-1	00054178-01		94410 GOVCONNECTION, I			1,860.00	LENOVO THINKPAD$ FOR JOHN	
10/28/15	17-1	00054178-02		94410 GOVCONNECTION, I			320.00	LENOVO THINK PLUS/SERVICE	
10/28/15	17-1	00054178-03		94410 GOVCONNECTION, I			210.00	LENOVO MEMORY	
10/28/15	17-1	00054178-04		94410 GOVCONNECTION, I			330.00	LENOVO FEATURES & OPTIONS	
10/28/15	17-1	00054178-05		94410 GOVCONNECTION, I			210.00	SAMSUNG STORAGE	
10/28/15	17-1	00054178-06		94410 GOVCONNECTION, I			28.00	HARDWARD INSTALLATION	
10/28/15	17-1	00054178-07		94410 GOVCONNECTION, I			300.00	LENOVO FEATURES & OPTIONS	
TOTAL CAPITAL OUTLAY-EQUIPMENT					650,000.00	.00	3,258.00		646,742.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				397,649.00			POSTED FROM BUDGET SYSTEM	
11/05/15	17-1	00052101-01		96094 PAT'S PUMP & BLO			169,489.00	ENC CARRY FRWRD-50052101	
11/05/15	17-1	00052101-02		96094 PAT'S PUMP & BLO			6,012.00	ENC CARRY FRWRD-50052101	
11/05/15	17-1	00052101-03		96094 PAT'S PUMP & BLO			2,325.00	ENC CARRY FRWRD-50052101	
11/05/15	17-1	00052101-04		96094 PAT'S PUMP & BLO			775.00	ENC CARRY FRWRD-50052101	
11/05/15	17-1	00052101-05		96094 PAT'S PUMP & BLO			2,300.00	ENC CARRY FRWRD-50052101	
11/05/15	17-1	00052101-06		96094 PAT'S PUMP & BLO			188.00	ENC CARRY FRWRD-50052101	
11/05/15	17-1	00052101-07		96094 PAT'S PUMP & BLO			2,325.00	ENC CARRY FRWRD-50052101	
11/05/15	17-1	00052101-08		96094 PAT'S PUMP & BLO			1,163.00	ENC CARRY FRWRD-50052101	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 102 - ROAD AND BRIDGE FUND
FUND/COSTCTR - 22500 - ROAD DEPARTMENT

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560641 CAPITAL OUTLAY VEHICLES (cont'd)									
11/05/15	17-1	00052101-09		96094 PAT'S PUMP & BLO			733.00	ENC CARRY FRWRD-50052101	
11/05/15	17-1	00052101-10		96094 PAT'S PUMP & BLO			470.00	ENC CARRY FRWRD-50052101	
11/05/15	17-1	00052101-11		96094 PAT'S PUMP & BLO			215.00	ENC CARRY FRWRD-50052101	
11/05/15	17-1	00052101-12		96094 PAT'S PUMP & BLO			3,885.00	ENC CARRY FRWRD-50052101	
11/05/15	17-1	00052101-13		96094 PAT'S PUMP & BLO			9,400.00	ENC CARRY FRWRD-50052101	
11/05/15	17-1	00052102-01		96159 SBL FREIGHTLINER			60,982.00	ENC CARRY FRWRD-50052102	
11/05/15	17-1	00052102-02		96159 SBL FREIGHTLINER			37,887.00	ENC CARRY FRWRD-50052102	
11/13/15	17-2	00054337-01		96645 GARBER CHRYSLER			17,802.00	SPEC #45-2016 1/2 TON PIC	
11/13/15	17-2	00054337-02		96645 GARBER CHRYSLER			146.00	3K - THIRD KEY	
11/13/15	17-2	00054337-03		96645 GARBER CHRYSLER			39.00	LM1 - DAYTIME RUNNING LIG	
TOTAL	CAPITAL OUTLAY VEHICLES				397,649.00	.00	316,136.00		81,513.00
TOTAL FUND/COST CT - ROAD DEPARTMENT					1,047,649.00	.00	319,394.00		728,255.00
TOTAL FUND - ROAD AND BRIDGE FUND					1,047,649.00	.00	319,394.00		728,255.00
116-5500-5520-1050-76007-76007 - TDC ADMIN.SVCS 116									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				10,000.00			POSTED FROM BUDGET SYSTEM	
10/30/15	17-1	00054204-01		004500 CDW GOVERNMENT,			1,009.92	3631945 LVO TS TP T550	
10/30/15	17-1	00054204-02		004500 CDW GOVERNMENT,			50.39	3066719 LVO 4GB PC3-12800	
10/30/15	17-1	00054204-03		004500 CDW GOVERNMENT,			71.87	3223334 3 YR ONSITE	
10/30/15	17-1	00054204-04		004500 CDW GOVERNMENT,			.00	QUOTE GNWB123	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				10,000.00	.00	1,132.18		8,867.82
TOTAL FUND/COST CT - TDC ADMIN.SVCS 116					10,000.00	.00	1,132.18		8,867.82
116-5500-5520-1050-76065-76065 - TDC PROMO & ADV 116									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - TDC PROMO & ADV 116					.00	.00	.00		.00
TOTAL FUND - TDC ADMIN & PROMO 2 CENT					10,000.00	.00	1,132.18		8,867.82

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 121 - TDC DISTRICT 5,3 CENT
FUND/COSTCTR - 71040 - TDC BRICKS & MORTAR 121

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
121-5500-5520-1050-71040-71040 - TDC BRICKS & MORTAR 121									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - TDC BRICKS & MORTAR 12					.00	.00	.00		.00
TOTAL FUND - TDC DISTRICT 5,3 CENT					.00	.00	.00		.00
125-5200-5250-1000-0459105-0459105 - HURRICANE WILMA									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00
TOTAL FUND/COST CT - HURRICANE WILMA					.00	.00	.00		.00
125-6800-6840-1000-06035-06035 - MCSO BYRNE/JAG									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - MCSO BYRNE/JAG					.00	.00	.00		.00
125-5500-5590-1000-06043-06043 - ARRA FL ENGY COMM ARS010									
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 125 - GOV. FUND TYPE GRANTS
FUND/COSTCTR - 06043 - ARRA FL ENGY COMM ARS010

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND/COST CT - ARRA FL ENGY COMM ARS0					.00	.00	.00		.00
125-5200-5250-1012-13502-13502 - EMERG MGMT BASE GRANT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - EMERG MGMT BASE GRANT					.00	.00	.00		.00
125-5200-5260-1012-13503-13503 - EMS AWARD GRANT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - EMS AWARD GRANT					.00	.00	.00		.00
125-5200-5250-1012-13505-13505 - REP									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - REP					.00	.00	.00		.00
125-5200-5260-1012-13507-13507 - EMS MATCHING GRANT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - EMS MATCHING GRANT					.00	.00	.00		.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 125 - GOV. FUND TYPE GRANTS
FUND/COSTCTR - 13524 - UASI 07 GRANT

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560640 CAPITAL OUTLAY-EQUIPMENT (cont'd)									
125-5200-5250-1012-13524-13524 - UASI 07 GRANT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - UASI 07 GRANT					.00	.00	.00		.00
125-5200-5250-1012-13529-13529 - MCSO/EMG UASI08 GRANT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - MCSO/EMG UASI08 GRANT					.00	.00	.00		.00
125-5600-5690-1016-6152514-6152514 - FDOT TRANSIT BUSES									
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00
TOTAL FUND/COST CT - FDOT TRANSIT BUSES					.00	.00	.00		.00
125-5600-5640-1016-6155711-6155711 - ARRA WAP GRANT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - ARRA WAP GRANT					.00	.00	.00		.00
125-5600-5640-1016-6155714-6155714 - WAP GRANT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 125 - GOV. FUND TYPE GRANTS
FUND/COSTCTR - 6155714 - WAP GRANT

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560640 CAPITAL OUTLAY-EQUIPMENT (cont'd)									
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - WAP GRANT					.00	.00	.00		.00
TOTAL FUND - GOV. FUND TYPE GRANTS					.00	.00	.00		.00
131-5700-5720-1013-29517-29517 - PALM VILLA PARK									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - PALM VILLA PARK					.00	.00	.00		.00
TOTAL FUND - IMPACT FEES PARKS & REC					.00	.00	.00		.00
132-5700-5710-1016-30002-30002 - LIBRARY AUTOMATION									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				21,297.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					21,297.00	.00	.00		21,297.00
TOTAL FUND/COST CT - LIBRARY AUTOMATION					21,297.00	.00	.00		21,297.00
TOTAL FUND - IMPACT FEES LIBRARIES					21,297.00	.00	.00		21,297.00
133-5300-5340-1012-30500-30500 - CTYWIDE SOLID WASTE PROJ									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				68,563.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					68,563.00	.00	.00		68,563.00
TOTAL FUND/COST CT - CTYWIDE SOLID WASTE PR					68,563.00	.00	.00		68,563.00
TOTAL FUND - IMPACT FEES SOLID WASTE					68,563.00	.00	.00		68,563.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 134 - IMPACT FEES POLICE FAC
FUND/COSTCTR - 31000 - CTYWIDE POLICE FACILITY

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
134-5200-5210-2000-31000-31000 - CTYWIDE POLICE FACILITY									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				68,494.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					68,494.00	.00	.00		68,494.00
TOTAL FUND/COST CT - CTYWIDE POLICE FACILIT					68,494.00	.00	.00		68,494.00
TOTAL FUND - IMPACT FEES POLICE FAC					68,494.00	.00	.00		68,494.00
141-5200-5220-1019-11500-11500 - FIRE & RESCUE CENTRAL									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				139,500.00			POSTED FROM BUDGET SYSTEM	
10/22/15	17-1	00054062-01		94750 MES MUNICIPAL EM			40,000.00	HURST JAWS OF LIFE - SOLE	
10/28/15	21-1		10003421	004151 TEAM EQUIPMENT		1,480.50	.00	#8583	
11/04/15	21-2		10003636	003540 THE HOME DEPOT C		1,438.20	.00	#8585 FRIDGE STA#10	
11/06/15	17-2	00054274-01		009246 STRYKER CORPORAT			2,695.00	#6252 STAIR PRO STAIR CHA	
TOTAL CAPITAL OUTLAY-EQUIPMENT					139,500.00	2,918.70	42,695.00		93,886.30
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00
TOTAL FUND/COST CT - FIRE & RESCUE CENTRAL					139,500.00	2,918.70	42,695.00		93,886.30
141-5200-5260-1019-13001-13001 - LK & MK AMBULANCE									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 141 - FIRE & AMB DIST 1 L&M KEY
FUND/COSTCTR - 13001 - LK & MK AMBULANCE

ACCOUNT / DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND/COST CT - LK & MK AMBULANCE					.00	.00	.00		.00
TOTAL FUND - FIRE & AMB DIST 1 L&M KEY					139,500.00	2,918.70	42,695.00		93,886.30
144-5600-5620-1019-68501-68501 - TRAUMA DIST ADMIN									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - TRAUMA DIST ADMIN					.00	.00	.00		.00
TOTAL FUND - UPPER KEYS HEALTH CARE					.00	.00	.00		.00
147-5700-5720-1013-20503-20503 - UNINC PARKS & BEACHES									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				125,000.00			POSTED FROM BUDGET SYSTEM	
11/10/15	17-2	00054287-01	96629	FUTCH'S TRACTOR			13,100.00	KUBOTA 2725KH-60 ZERO TUR	
11/13/15	17-2	00054330-01	96645	GARBER CHRYSLER			17,802.00	SPEC#45 - 2016 1/2 TON PI	
11/13/15	17-2	00054330-02	96645	GARBER CHRYSLER			146.00	THIRD KEY	
11/13/15	17-2	00054330-03	96645	GARBER CHRYSLER			39.00	LM1 - DAYTIME RUNNING LIG	
11/13/15	17-2	00054331-01	96645	GARBER CHRYSLER			17,802.00	SPEC #45 - 2016 1/2 TON P	
11/13/15	17-2	00054331-02	96645	GARBER CHRYSLER			146.00	3K - THIRD KEY	
11/13/15	17-2	00054331-03	96645	GARBER CHRYSLER			39.00	LM1 - DAYTIME RUNNING LIG	
11/23/15	17-2	00054407-01	000225	BURKHARDS TRAILE			4,799.00	LOOK BOX TRAILER (7X16)	
11/23/15	17-2	00054408-01	000225	BURKHARDS TRAILE			5,045.00	BIG TEX RQUIPMENT TRAILER	
11/23/15	17-2	00054408-02	000225	BURKHARDS TRAILE			175.00	UPGRADE JACK TO 12K	
TOTAL CAPITAL OUTLAY VEHICLES					125,000.00	.00	59,093.00		65,907.00
TOTAL FUND/COST CT - UNINC PARKS & BEACHES					125,000.00	.00	59,093.00		65,907.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 147 - UNINC SVC DIST PARKS&REC
FUND/COSTCTR - 20503 - UNINC PARKS & BEACHES

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND - UNINC SVC DIST PARKS&REC					125,000.00	.00	59,093.00		65,907.00
148-5200-5220-1019-12000-12000 - FIRE & RESCUE COORDINATOR									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00
TOTAL FUND/COST CT - FIRE & RESCUE COORDINA					.00	.00	.00		.00
148-5200-5220-1012-14000-14000 - FIRE MARSHALL									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00
TOTAL FUND/COST CT - FIRE MARSHALL					.00	.00	.00		.00
148-5100-5130-1015-50001-50001 - GROWTH MGMT ADMIN									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - GROWTH MGMT ADMIN					.00	.00	.00		.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 148 - PLAN, BUILD, ZONING
FUND/COSTCTR - 50002 - GIS

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560640 CAPITAL OUTLAY-EQUIPMENT (cont'd)									
148-5100-5150-1015-50002-50002 - GIS									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - GIS					.00	.00	.00		.00
148-5100-5150-1015-50500-50500 - PLANNING DEPARTMENT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00
TOTAL FUND/COST CT - PLANNING DEPARTMENT					.00	.00	.00		.00
148-5300-5370-1015-52000-52000 - ENVIRONMENTAL RESOURCES									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00
TOTAL FUND/COST CT - ENVIRONMENTAL RESOURCE					.00	.00	.00		.00
148-5200-5240-1015-60500-60500 - CODE ENFORCEMENT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 148 - PLAN, BUILD, ZONING
FUND/COSTCTR - 60500 - CODE ENFORCEMENT

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560640 CAPITAL OUTLAY-EQUIPMENT (cont'd)									
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				36,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY VEHICLES				36,000.00	.00	.00		36,000.00
TOTAL FUND/COST CT - CODE ENFORCEMENT					36,000.00	.00	.00		36,000.00
TOTAL FUND - PLAN, BUILD, ZONING					36,000.00	.00	.00		36,000.00
157-5300-5370-1015-62613-62613 - B I FEES/RETAINED VESSEL									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - B I FEES/RETAINED VESS					.00	.00	.00		.00
TOTAL FUND - BOATING IMPROVEMENT FUND					.00	.00	.00		.00
158-5700-5720-1013-20535-20535 - KL COMM PARK PLAY EQUIP									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - KL COMM PARK PLAY EQUI					.00	.00	.00		.00
158-5200-5240-1015-52501-52501 - BUILDING DEPT-EDUCATION									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 158 - MISC SPECIAL REVENUE FUND
FUND/COSTCTR - 52501 - BUILDING DEPT-EDUCATION

ACCOUNT / DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND/COST CT - BUILDING DEPT-EDUCATIO					.00	.00	.00		.00
158-5700-5710-1016-62038-62038 - LIB DON GOLAN TRUST									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
11/17/15	25-2		1102		13,715.00			BUDGET TRANSFER	
11/17/15	25-2		1447		-13,715.00			BOCC 11/17/15 OMB ITEM#14	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - LIB DON GOLAN TRUST					.00	.00	.00		.00
158-5200-5210-2000-68636-68636 - CREIME PREVENTION PROG									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - CREIME PREVENTION PROG					.00	.00	.00		.00
158-6000-6020-3510-69601-69601 - SA CT TCH FS28.24(12)(E)									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				300,000.00			POSTED FROM BUDGET SYSTEM	
11/17/15	25-2		1448		92,997.61			BOCC 11/17/15 OMB ITEM#15	
TOTAL CAPITAL OUTLAY-EQUIPMENT					392,997.61	.00	.00		392,997.61
TOTAL FUND/COST CT - SA CT TCH FS28.24(12)(					392,997.61	.00	.00		392,997.61
158-6000-6030-4510-69801-69801 - PD CT TECH FS28.24(12)(E)									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				10,000.00			POSTED FROM BUDGET SYSTEM	
10/26/15	25-1		186		-711.07			BUDGET TRANSFER	
10/28/15	25-1		238		-3,000.00			BUDGET TRANSFER	
10/28/15	25-1		238		-3,000.00			BUDGET TRANSFER	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 158 - MISC SPECIAL REVENUE FUND
FUND/COSTCTR - 69801 - PD CT TECH FS28.24(12)(E)

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560640 CAPITAL OUTLAY-EQUIPMENT (cont'd)									
11/17/15	25-2		1448		22,854.03			BOCC 11/17/15 OMB ITEM#15	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				26,142.96	.00	.00		26,142.96
TOTAL FUND/COST CT - PD CT TECH FS28.24(12)					26,142.96	.00	.00		26,142.96
158-6000-6010-8010-82506-82506 - ORD 016-2004 ST COURT SUP									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				15,000.00			POSTED FROM BUDGET SYSTEM	
11/17/15	25-2		1451		36,174.31			BOCC 11/17/15 OMB ITEM#16	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				51,174.31	.00	.00		51,174.31
TOTAL FUND/COST CT - ORD 016-2004 ST COURT					51,174.31	.00	.00		51,174.31
158-6000-6010-8010-82507-82507 - J CT TECH FS28.24(12)(E)									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				13,500.00			POSTED FROM BUDGET SYSTEM	
10/28/15	25-1		270		-2,340.50			BUDGET TRANSFER	
10/28/15	25-1		272		-1,000.00			BUDGET TRANSFER	
11/05/15	25-2		348		-3,000.00			BUDGET TRANSFER	
11/17/15	25-2		1448		227,476.23			BOCC 11/17/15 OMB ITEM#15	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				234,635.73	.00	.00		234,635.73
TOTAL FUND/COST CT - J CT TECH FS28.24(12)(					234,635.73	.00	.00		234,635.73
TOTAL FUND - MISC SPECIAL REVENUE FUND					704,950.61	.00	.00		704,950.61
163-7100-7120-8010-81501-81501 - COURTHOUSE FACILITIES									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - COURTHOUSE FACILITIES					.00	.00	.00		.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 163 - COURT FACILITIES FEES-602
FUND/COSTCTR - 81501 - COURTHOUSE FACILITIES

ACCOUNT / DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND - COURT FACILITIES FEES-602					.00	.00	.00		.00
172-5300-5350-1013-55006-55006 - CUDJOE SUGARLOAF MSTU									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - CUDJOE SUGARLOAF MSTU					.00	.00	.00		.00
TOTAL FUND - CUDJOE-SUGARLOAF MSTU					.00	.00	.00		.00
180-5200-5240-1015-52502-52502 - BUILDING DEPARTMENT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				119,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					119,000.00	.00	.00		119,000.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				55,543.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					55,543.00	.00	.00		55,543.00
TOTAL FUND/COST CT - BUILDING DEPARTMENT					174,543.00	.00	.00		174,543.00
TOTAL FUND - BUILDING FUND					174,543.00	.00	.00		174,543.00
304-5400-5410-1013-22004-22004 - COUNTY ENGINEER CONSTR MT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				19,500.00			POSTED FROM BUDGET SYSTEM	
11/20/15	25-2		1618		-2,000.00			BUDGET TRANSFER	
TOTAL CAPITAL OUTLAY VEHICLES					17,500.00	.00	.00		17,500.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 304 - 1 CENT INFRA SURTAX
FUND/COSTCTR - 22004 - COUNTY ENGINEER CONSTR MT

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND/COST CT - COUNTY ENGINEER CONSTR					17,500.00	.00	.00		17,500.00
304-5100-5190-1021-22016-22016 - ADA SEGMENTS #1 & #2									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - ADA SEGMENTS #1 & #2					.00	.00	.00		.00
304-5100-5190-1013-24000-24000 - GEN GOVT CAP PROJECTS									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				1,880,000.00			POSTED FROM BUDGET SYSTEM	
10/27/15	17-1	00054129-01		96493 COOK'S DIRECT IN			141,217.04	HOBART 2015 MODEL NO FT10	
11/16/15	25-2		637		-19,751.00			BUDGET TRANSFER	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				1,860,249.00	.00	141,217.04		1,719,031.96
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
11/05/15	17-1	00052056-01		96159 SBL FREIGHTLINER			53,620.00	ENC CARRY FRWRD-50052056	
11/05/15	17-1	00052056-02		96159 SBL FREIGHTLINER			11,900.00	ENC CARRY FRWRD-50052056	
11/05/15	17-1	00052056-03		96159 SBL FREIGHTLINER			19,900.00	ENC CARRY FRWRD-50052056	
11/05/15	17-1	00052056-04		96159 SBL FREIGHTLINER			1,090.00	ENC CARRY FRWRD-50052056	
11/05/15	17-1	00052056-05		96159 SBL FREIGHTLINER			2,990.00	ENC CARRY FRWRD-50052056	
11/05/15	17-1	00052056-06		96159 SBL FREIGHTLINER			90.00	ENC CARRY FRWRD-50052056	
11/05/15	17-1	00052056-07		96159 SBL FREIGHTLINER			290.00	ENC CARRY FRWRD-50052056	
11/05/15	17-1	00052056-08		96159 SBL FREIGHTLINER			5,900.00	ENC CARRY FRWRD-50052056	
11/10/15	21-2	00052056-01	10003815	96159 SBL FREIGHTLINER		53,620.00	-53,620.00	TAG#8565	
11/10/15	21-2	00052056-02	10003815	96159 SBL FREIGHTLINER		11,900.00	-11,900.00	TAG#8565	
11/10/15	21-2	00052056-03	10003815	96159 SBL FREIGHTLINER		19,900.00	-19,900.00	TAG#8565	
11/10/15	21-2	00052056-04	10003815	96159 SBL FREIGHTLINER		1,090.00	-1,090.00	TAG#8565	
11/10/15	21-2	00052056-05	10003815	96159 SBL FREIGHTLINER		2,990.00	-2,990.00	TAG#8565	
11/10/15	21-2	00052056-06	10003815	96159 SBL FREIGHTLINER		90.00	-90.00	TAG#8565	
11/10/15	21-2	00052056-07	10003815	96159 SBL FREIGHTLINER		290.00	-290.00	TAG#8565	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 304 - 1 CENT INFRA SURTAX
FUND/COSTCTR - 24000 - GEN GOVT CAP PROJECTS

ACCOUNT / DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560641 CAPITAL OUTLAY VEHICLES (cont'd)									
11/10/15	21-2	00052056-08	10003815	96159 SBL FREIGHTLINER		5,900.00	-5,900.00	TAG#8565	
TOTAL		CAPITAL OUTLAY VEHICLES			.00	95,780.00	.00		-95,780.00
TOTAL FUND/COST CT - GEN GOVT CAP PROJECTS					1,860,249.00	95,780.00	141,217.04		1,623,251.96
304-5200-5290-1013-26000-26000 - PUBLIC SAFETY CAP PROJ									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				255,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL		CAPITAL OUTLAY-EQUIPMENT			255,000.00	.00	.00		255,000.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				950,000.00			POSTED FROM BUDGET SYSTEM	
11/05/15	17-1	00052145-01		007586 PIERCE MANUFACTU			849,804.00	ENC CARRY FRWRD-50052145	
TOTAL		CAPITAL OUTLAY VEHICLES			950,000.00	.00	849,804.00		100,196.00
TOTAL FUND/COST CT - PUBLIC SAFETY CAP PROJ					1,205,000.00	.00	849,804.00		355,196.00
TOTAL FUND - 1 CENT INFRA SURTAX					3,082,749.00	95,780.00	991,021.04		1,995,947.96
308-5100-5190-1013-24004-24004 - GNRL GOVT PROJS FUND 308									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL		CAPITAL OUTLAY-EQUIPMENT			.00	.00	.00		.00
TOTAL FUND/COST CT - GNRL GOVT PROJS FUND 3					.00	.00	.00		.00
TOTAL FUND - INFR SLS SRTX REV BDS2007					.00	.00	.00		.00
312-5300-5350-1021-55013-55013 - CUDJOE RGNL SPC ASSESSMNT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL		CAPITAL OUTLAY-EQUIPMENT			.00	.00	.00		.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 312 - CUDJOE REGIONAL WW PROJ
FUND/COSTCTR - 55013 - CUDJOE RGNL SPC ASSESSMNT

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND/COST CT - CUDJOE RGNL SPC ASSESS					.00	.00	.00		.00
TOTAL FUND - CUDJOE REGIONAL WW PROJ					.00	.00	.00		.00
401-5400-5410-1013-22502-22502 - CARD SOUND ROAD									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				59,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					59,000.00	.00	.00		59,000.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				19,500.00			POSTED FROM BUDGET SYSTEM	
11/13/15	17-2	00054332-01	96645	GARBER CHRYSLER			17,802.00	SPEC #45 - 2016 1/2 TON P	
11/13/15	17-2	00054332-02	96645	GARBER CHRYSLER			146.00	3K - THIRD KEY	
11/13/15	17-2	00054332-03	96645	GARBER CHRYSLER			39.00	LM1 - DAYTIME RUNNING LIG	
TOTAL CAPITAL OUTLAY VEHICLES					19,500.00	.00	17,987.00		1,513.00
TOTAL FUND/COST CT - CARD SOUND ROAD					78,500.00	.00	17,987.00		60,513.00
TOTAL FUND - CARD SOUND BRIDGE					78,500.00	.00	17,987.00		60,513.00
403-5400-5420-1012-63501-63501 - MARATHON AIRPORT O & M									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00
TOTAL FUND/COST CT - MARATHON AIRPORT O & M					.00	.00	.00		.00
403-5400-5420-1012-63502-63502 - MARATHON AIRPORT R & R									

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 403 - MARATHON AIRPORT
FUND/COSTCTR - 63502 - MARATHON AIRPORT R & R

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560640	CAPITAL OUTLAY-EQUIPMENT (cont'd)								
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				725,125.00			POSTED FROM BUDGET SYSTEM	
10/21/15	25-1		141		-13,024.83			BOCC 10/21/15 OMB ITEM#12	
10/21/15	25-1		141		-230,100.00			BOCC 10/21/15 OMB ITEM#12	
10/22/15	25-1		148		-39,418.44			BOCC 10/21/15 OMB ITEM#75	
10/22/15	25-1		148		-32,626.08			BOCC 10/21/15 OMB ITEM#75	
10/22/15	25-1		148		-180,762.37			BOCC 10/21/15 OMB ITEM#75	
10/22/15	25-1		148		-70,136.44			BOCC 10/21/15 OMB ITEM#75	
10/22/15	25-1		148		-18,961.60			BOCC 10/21/15 OMB ITEM#75	
10/22/15	25-1		148		-34,245.57			BOCC 10/21/15 OMB ITEM#75	
11/17/15	25-2		1453		123,314.93			BOCC 11/17/15 OMB ITEM#19	
11/18/15	25-2		1456		-229,164.60			BUDGET TRANSFER	
11/18/15	25-2		1457		229,164.60			CORR BUDGET TRANSFER	
11/18/15	25-2		1458		-229,164.60			BOCC 11/17/15 OMB ITEM#75	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - MARATHON AIRPORT R & R					.00	.00	.00		.00
403-5400-5420-1018-63558-63558 - AIRFIELD LGHTG GENERATOR									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - AIRFIELD LGHTG GENERAT					.00	.00	.00		.00
403-5400-5420-1012-63561-63561 - HURRICANE WILMA									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - HURRICANE WILMA					.00	.00	.00		.00
403-5400-5420-1018-63574-63574 - ARFF EQUIPMENT									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 403 - MARATHON AIRPORT
FUND/COSTCTR - 63574 - ARFF EQUIPMENT

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560640 CAPITAL OUTLAY-EQUIPMENT (cont'd)									
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - ARFF EQUIPMENT					.00	.00	.00		.00
403-5400-5420-1018-63581-63581 - DOT AQ931 MAR ARPT EQUIP									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - DOT AQ931 MAR ARPT EQU					.00	.00	.00		.00
403-5400-5420-1018-63583-63583 - EMG GEN/RNWY25 PZN 44-29									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - EMG GEN/RNWY25 PZN 44-					.00	.00	.00		.00
TOTAL FUND - MARATHON AIRPORT					.00	.00	.00		.00
404-5400-5420-1018-63001-63001 - KEY WEST AIRPORT O & M									
560640	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				145,000.00			POSTED FROM BUDGET SYSTEM	
11/05/15	17-1	00053646-01		001066 MONROE COUNTY GL			2,651.20	ENC CARRY FRWRD-50053646	
11/13/15	17-2	00054335-01		92304 INTEGRATED FIRE			1,767.30	SONY BRAVIA W600B LED 40	
11/13/15	17-2	00054335-02		92304 INTEGRATED FIRE			137.00	TV MOUNT 1.5 INCH NPT	
11/13/15	17-2	00054335-03		92304 INTEGRATED FIRE			41.00	WALL MOUNT TUFF	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				145,000.00	.00	4,596.50		140,403.50
560641	CAPITAL OUTLAY VEHICLES				.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				30,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY VEHICLES				30,000.00	.00	.00		30,000.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 404 - KEY WEST INTL AIRPORT
FUND/COSTCTR - 63001 - KEY WEST AIRPORT O & M

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND/COST CT - KEY WEST AIRPORT O & M					175,000.00	.00	4,596.50		170,403.50
404-5400-5420-1018-63002-63002 - KEY WEST AIRPORT R & R									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				550,000.00			POSTED FROM BUDGET SYSTEM	
10/21/15	25-1		141		-25,132.50			BOCC 10/21/15 OMB ITEM#12	
10/21/15	25-1		141		-58,426.11			BOCC 10/21/15 OMB ITEM#12	
10/21/15	25-1		141		-277,740.00			BOCC 10/21/15 OMB ITEM#12	
10/22/15	25-1		148		-76,876.99			BOCC 10/21/15 OMB ITEM#75	
10/22/15	25-1		148		-3,697.48			BOCC 10/21/15 OMB ITEM#75	
10/22/15	25-1		148		-29,640.35			BOCC 10/21/15 OMB ITEM#75	
10/22/15	25-1		148		-1,740.00			BOCC 10/21/15 OMB ITEM#75	
10/22/15	25-1		148		-24,396.40			BOCC 10/21/15 OMB ITEM#75	
11/17/15	25-2		1453		56,754.17			BOCC 11/17/15 OMB ITEM#19	
11/17/15	25-2		1453		25,132.50			BOCC 11/17/15 OMB ITEM#19	
11/18/15	25-2		1459		-109,104.34			BOCC 11/17/15 OMB ITEM#75	
TOTAL CAPITAL OUTLAY-EQUIPMENT					25,132.50	.00	.00		25,132.50
TOTAL FUND/COST CT - KEY WEST AIRPORT R & R					25,132.50	.00	.00		25,132.50
404-5400-5420-1018-630171 - FDOT #AQ931 KWIA EQUIPMNT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - FDOT #AQ931 KWIA EQUIP					.00	.00	.00		.00
404-5400-5420-1018-630177-630177 - FDOT #AQE35 EXIT LANE SEC									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00

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SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 404 - KEY WEST INTL AIRPORT
FUND/COSTCTR - 630177 - FDOT #AQE35 EXIT LANE SEC

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND/COST CT - FDOT #AQE35 EXIT LANE					.00	.00	.00		.00
404-5400-5420-1018-630178-630178 - FDOT#AQE35 ARLN HNDCP LFT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - FDOT#AQE35 ARLN HNDCP					.00	.00	.00		.00
404-5200-5220-1019-63100-63100 - FIRE & RESCUE KW AIRPORT									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				3,500.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					3,500.00	.00	.00		3,500.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00
TOTAL FUND/COST CT - FIRE & RESCUE KW AIRPO					3,500.00	.00	.00		3,500.00
404-5400-5420-1012-63200-63200 - KEY WEST AIRPORT SECURITY									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				30,000.00			POSTED FROM BUDGET SYSTEM	
10/22/15	17-1	00054059-02		92304 INTEGRATED FIRE			10,000.00	CAPITAL OUTLAY	
TOTAL CAPITAL OUTLAY-EQUIPMENT					30,000.00	.00	10,000.00		20,000.00
TOTAL FUND/COST CT - KEY WEST AIRPORT SECUR					30,000.00	.00	10,000.00		20,000.00
TOTAL FUND - KEY WEST INTL AIRPORT					233,632.50	.00	14,596.50		219,036.00
414-5300-5340-1012-40000-40000 - SOLID WASTE OPS									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	

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SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 414 - MSD SOLID WASTE
FUND/COSTCTR - 40000 - SOLID WASTE OPS

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560640 CAPITAL OUTLAY-EQUIPMENT (cont'd)									
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				376,586.00			POSTED FROM BUDGET SYSTEM	
11/05/15	17-1	00051641-01		96159 SBL FREIGHTLINER			39,948.00	ENC CARRY FRWRD-50051641	
11/05/15	17-1	00051641-02		96159 SBL FREIGHTLINER			27,890.00	ENC CARRY FRWRD-50051641	
11/05/15	17-1	00051641-03		96159 SBL FREIGHTLINER			55,984.00	ENC CARRY FRWRD-50051641	
11/05/15	17-1	00051907-01		93474 DON REID FORD, I			17,995.00	ENC CARRY FRWRD-50051907	
11/05/15	17-1	00051907-02		93474 DON REID FORD, I			250.00	ENC CARRY FRWRD-50051907	
11/05/15	17-1	00051907-03		93474 DON REID FORD, I			299.00	ENC CARRY FRWRD-50051907	
11/05/15	17-1	00051907-04		93474 DON REID FORD, I			44.00	ENC CARRY FRWRD-50051907	
11/05/15	17-1	00051908-01		93474 DON REID FORD, I			17,995.00	ENC CARRY FRWRD-50051908	
11/05/15	17-1	00051908-02		93474 DON REID FORD, I			250.00	ENC CARRY FRWRD-50051908	
11/05/15	17-1	00051908-03		93474 DON REID FORD, I			299.00	ENC CARRY FRWRD-50051908	
11/05/15	17-1	00051908-04		93474 DON REID FORD, I			44.00	ENC CARRY FRWRD-50051908	
11/05/15	17-1	00051909-01		93474 DON REID FORD, I			17,995.00	ENC CARRY FRWRD-50051909	
11/05/15	17-1	00051909-02		93474 DON REID FORD, I			250.00	ENC CARRY FRWRD-50051909	
11/05/15	17-1	00051909-03		93474 DON REID FORD, I			299.00	ENC CARRY FRWRD-50051909	
11/05/15	17-1	00051909-04		93474 DON REID FORD, I			44.00	ENC CARRY FRWRD-50051909	
11/10/15	21-2	00051641-01	10003815	96159 SBL FREIGHTLINER		39,948.00	-39,948.00	TAG#8581	
11/10/15	21-2	00051641-02	10003815	96159 SBL FREIGHTLINER		27,890.00	-27,890.00	TAG#8581	
11/10/15	21-2	00051641-03	10003815	96159 SBL FREIGHTLINER		55,984.00	-55,984.00	TAG#8581	
11/13/15	17-2	00054334-01		96645 GARBER CHRYSLER			17,802.00	SPEC #45 - 2016 1/2 TON P	
11/13/15	17-2	00054334-02		96645 GARBER CHRYSLER			146.00	3K - THIRD KEY	
11/13/15	17-2	00054334-03		96645 GARBER CHRYSLER			39.00	LM1 - DAYTIME RUNNING LIG	
TOTAL	CAPITAL OUTLAY VEHICLES				376,586.00	123,822.00	73,751.00		179,013.00
TOTAL FUND/COST CT - SOLID WASTE ADMIN					376,586.00	123,822.00	73,751.00		179,013.00
TOTAL FUND - MSD SOLID WASTE					376,586.00	123,822.00	73,751.00		179,013.00
501-5200-5210-1011-05101-05101 - LOSS CONTROL WORKER COMP									
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY VEHICLES				.00	.00	.00		.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 501 - WORKER'S COMPENSATION
FUND/COSTCTR - 05101 - LOSS CONTROL WORKER COMP

ACCOUNT / DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND/COST CT - LOSS CONTROL WORKER CO					.00	.00	.00		.00
501-5600-5620-1011-07501-07501 - WORKERS COMP ADMIN									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
11/12/15	25-2		540		1,314.00			BUDGET TRANSFER	
11/12/15	25-2		540		227.15			BUDGET TRANSFER	
11/12/15	25-2		540		630.00			BUDGET TRANSFER	
11/12/15	17-2	00054329-01		001182 OFFICE DEPOT INC			2,171.15	OFFICE FURNITURE	
TOTAL CAPITAL OUTLAY-EQUIPMENT					2,171.15	.00	2,171.15		.00
TOTAL FUND/COST CT - WORKERS COMP ADMIN					2,171.15	.00	2,171.15		.00
501-5600-5620-1011-07504-07504 - WORKERS COMP ASSERTED CLM									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00		.00
TOTAL FUND/COST CT - WORKERS COMP ASSERTED					.00	.00	.00		.00
TOTAL FUND - WORKER'S COMPENSATION					2,171.15	.00	2,171.15		.00
503-5200-5210-1011-05102-05102 - LOSS CONTROL RISK MGMT									
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL OUTLAY VEHICLES					.00	.00	.00		.00
TOTAL FUND/COST CT - LOSS CONTROL RISK MGMT					.00	.00	.00		.00
503-5200-5290-1011-08501-08501 - RISK MGMT ADMIN									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 503 - RISK MANAGEMENT FUND
FUND/COSTCTR - 08501 - RISK MGMT ADMIN

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
560640 CAPITAL OUTLAY-EQUIPMENT (cont'd)									
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL FUND/COST CT - RISK MGMT ADMIN					.00	.00	.00		.00
503-5200-5290-1011-08503-08503 - RISK MGMT CLAIMS									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
560641 CAPITAL OUTLAY VEHICLES					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY VEHICLES				.00	.00	.00		.00
TOTAL FUND/COST CT - RISK MGMT CLAIMS					.00	.00	.00		.00
TOTAL FUND - RISK MANAGEMENT FUND					.00	.00	.00		.00
504-5100-5190-1013-23501-23501 - FLEET MGT SVC ADMIN									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				306,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				306,000.00	.00	.00		306,000.00
TOTAL FUND/COST CT - FLEET MGT SVC ADMIN					306,000.00	.00	.00		306,000.00
504-5100-5190-1013-23502-23502 - FLEET MGT SVC FUEL									
560640 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/04/15	11-1				5,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				5,000.00	.00	.00		5,000.00
TOTAL FUND/COST CT - FLEET MGT SVC FUEL					5,000.00	.00	.00		5,000.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.account like '56064%'
ACCOUNTING PERIODS: 1/16 THRU 2/16

SORTED BY: FUND,FUND/COST CT,ACCOUNT

TOTALED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 504 - FLEET MANAGEMENT FUND
FUND/COSTCTR - 23502 - FLEET MGT SVC FUEL

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL FUND - FLEET MANAGEMENT FUND					311,000.00	.00	.00		311,000.00
TOTAL REPORT					7,022,914.76	222,520.70	1,612,785.06		5,187,609.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: ~~12/9/2015~~ 1/20/16 Department: Finance

Bulk Item: Yes _X__ No ___ Staff Contact /Phone #: C. Bradford 3457

AGENDA ITEM WORDING:
Assets inventoried in FY 16 by Custodian

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:
Approve the addition of assets

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

	Custodians		11/23/2015	
Custodian	Name	Total Assets	Inventoried	Not Inventoried
02	Clerk	409	45	364
03	County Attorney	23	0	23
04	Property Appraiser	107	66	41
05	Tax Collector	30	1	29
06	Court Administration	344	0	344
07	state attorney	71	0	71
08	Public Defender	13	0	13
09	Elections	284	0	284
10	County Administrator	11	0	11
11	Medical Examiner	23	0	23
12	Solid Waste	67	0	67
13	Growth Management	106	0	106
14	Veterans Affairs	3	0	3
15	Guardian Ad Litem	19	0	19
16	Emergency Management	50	0	50
19	Social Services	87	0	87
20	Animal control	5	0	5
25	Extension Services	10	0	10
26	Key West Airport	112	0	112
27	Marathon airport	49	0	49
28	Card Sound Road	37	0	37
29	Health Dept.	90	0	90
30	TDC	14	0	14
31	Land Authority	3	0	3
32	Commissioner District 5	1	0	1
33	Commissioner District 4	1	0	1
34	Commissioner District 2	0	0	0
35	Commissioner District 3	3	0	3
36	Commissioner District 1	3	0	3
37	Technical Services	323	68	255
38	Personnel	9	0	9
39	OMB	4	0	4
40	Purchasing	1	0	1
42	Risk Mgmt.	2	0	2
45	Trauma Office (KL)	4	0	4
48	Grants	10	0	10
50	Project management	25	0	25
53	Corrections	62	1	61
55	Lower Keys Parks and Recreation	1	0	1
56	Facilities - Lower	116	11	105
57	Facilities - Middle	56	0	56
58	Facilities - Upper	85	0	85
59	Fleet mgmt.	92	0	92
62	Roads & Bridges	143	0	143
65	Public Works Admin	10	0	10
66	Libraries	77	1	76
76	Fire & Rescue	945	1	944
80	Ocean Reef Fire	9	0	9
		3949	194	3755

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: ~~12/09/2015~~ 1/20/16 Department: Finance

Bulk Item: Yes _X__ No ___ Staff Contact /Phone #: C. Bradford 3457

AGENDA ITEM WORDING:
Request to surplus assets no longer useable

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:
Approve the addition of assets

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
ASSET DESTRUCTION CERTIFICATION

Marathon Government Center

To: Charles Bradford, Property Manager
Finance Dept. Stop 8

From: Big Pine Library

Received
NOV 18 2015
Finance Dept.

Date: 11-17-2015

Monroe County I.D. Number	Serial Number	Asset Description
[redacted]	[redacted]	[redacted]
2632	5T 24NLTQ1	Dell Optiplex MX 150
5034	5T DHV75B1	Dell optidex 1120L
5287	5T 98G1581	Dell optiplex GX 520
5250	5T 29H1581	Dell Optiplex MX 520
5292	5T 9KH1581	Dell optiplex MX 520
[redacted]	[redacted]	[redacted]

I CERTIFY THAT THE ABOVE LISTED MONROE COUNTY PROPERTY HAS BEEN DISPOSED IN ACCORDANCE WITH BOCC APPROVAL.

SIGNATURE

11-17-2015
DATE

Tamra 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 = "5250")

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 ACTIVE
NEXT SCHEDULED MAINTENANCE 09/30/03
CUSTODIAN 66
REMARKS/LIC #
OLD ID # 2607-038

CLS M — FUNDING 125 CAPITAL ASSET Y
CAT 504 — VENDOR DELL MARKETING
LOC LK-BP5 — PO 224144 UNITS 1
FUND TYPE G — CHECK 201527 UN CST 1130.00
DPT 62012 — ACQUIRE 09/18/01 COST 1130.00
GRT GP0100 — INS CO
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

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 ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 66
REMARKS/LIC #
OLD ID #

CLS M — FUNDING 125 CAPITAL ASSET Y
CAT 504 — VENDOR DELL MARKETING
LOC LK-BP5 — PO 7420 UNITS 1
FUND TYPE G — CHECK 208916 UN CST 1156.76
DPT 62019 — ACQUIRE 09/18/05 COST 1156.76
GRT GP0500 — INS CO
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

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5700	CULTURE/RECREATION	5710	LIBRARIES	89506	530590	1.00

5250

DELL GX520
-000 MFR DELL
MODEL OPTIPLEX GX520
S/N 29H1S81
INVENTORY DATE 08/22/12
CONDITION GOOD STATUS ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 37
REMARKS/LIC #
OLD ID # 5250

CLS M — FUNDING 001 CAPITAL ASSET Y
CAT 504 — VENDOR DELL MARKETING
LOC LK-BP5 — PO 8223 UNITS 1
FUND TYPE G — CHECK 121625 UN CST 1588.16
DPT 05003 — ACQUIRE 01/04/06 COST 1588.16
GRT — INS CO
INS VAL 0.00
LOCATION BP LIB HIP #1
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

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 = "5250")

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
5287	DELLGX520	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 98G1S81	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 ACTIVE	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 BIG PINE LIBRARY	SALE AMOUNT .00
	REMARKS/LIC #	TRF FROM/TO	RETIRED DATE
	OLD ID #		

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5100	GENERAL GOVERNMENT	5130	FINANCIAL AND ADMINISTRATIVE	89500	530590	1.00

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 ACTIVE	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
	OLD ID # 5292		

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5100	GENERAL GOVERNMENT	5130	FINANCIAL AND ADMINISTRATIVE	89500	530590	1.00

REPORT TOTAL 5 RECORDS SELECTED

COST	7,051.24
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	7,051.24
SALE AMOUNT	.00

Sent to Charles 2-19-16

`MONROE COUNTY
INVENTORY DELETION REQUEST

TO: **Charles Bradford, Property Manager**
Finance Dept., Stop 8

FROM: Information Technology

DATE: **10 February 2015**

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
None	0040[illegible]D336A36	DIGI WI-POINT 3G		
[illegible]	V714F2C26	ANYWHERE USB/5		
[illegible]	00409D33[illegible]BAC	DIGI WI-POINT 3G		
2845	7TRV3ABB70	SUPERSTACK II 3 COM		
[illegible]	0200/75GV118758	LINK BUILDER FMSII		
[illegible]	0303/7TRV1D[illegible]56	SUPERSTACK II 3 COM		
[illegible]	[illegible]	CISCO AIRONET350		
[illegible]	7TRV427050	SUPERSTACK II 3 COM		

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 AND NON OPERATIONAL EQUIPMENT

PREPARED BY: /s/ Davila — DATE: 10 Feb 2015
Signature

ANTONIO DAVILA
Printed Name

DIVISION DIRECTOR APPROVAL: 2/11/15
Signature

ROBERT WARES
Printed Name

SELECTION CRITERIA: assets.tagno='2845'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION	
2845	3COM HUB		FUNDING 001	CAPITAL ASSET Y	EST LIFE	DEP LIFE
-000	MFR 3 COM	CLS M	VENDOR CHAMPION COMPUTER CORPORATION		DEP N POST DP N	DEP METH
	MODEL	CAT 504	PO 203369	UNITS 1	SALVAGE VALU	.00
	S/N TOO TIGHT IN CLOSET	LOC MK-M20	CHECK 6080	UN CST 3671.74	ACCUM DEP	3671.74
	INVENTORY DATE 07/23/14	FUND TYPE G	ACQUIRE 02/10/99	COST 3671.74	REM BOOK BASIS	.00
	CONDITION GOOD STATUS ACTIVE	DPT 06002	INS CO L		DEP BASIS	3671.74
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00		LAST POSTING DATE	09/30/04
	CUSTODIAN 37		LOCATION ISLA CHAMBER OF COMMERCE		SALE AMOUNT	.00
	REMARKS/LIC #		TRF FROM/TO		RETIRED DATE	
	OLD ID # 0800-503					

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	3,671.74
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	3,671.74
SALE AMOUNT	.00

Sent to Charles 2-19-15

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: **Charles Bradford, Property Manager**
Finance Dept., Stop 8

FROM: Information Technology

DATE: **6 February 2015**

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
0800-58	P61280020	Super Server 6012 P8		
0800-617	0110731	Super Server 6012 P8		
None	B51200719	Super Server 5012 B6		
None	B51200702	Super Server 5012 B6		

4641
5077

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:

Equipment not operational

PREPARED BY: A Dávila DATE: 6 FEB 15
Signature

Antonio Dávila
Printed Name

DIVISION DIRECTOR APPROVAL: 2/11/15
Signature

Robert Ward
Printed Name

Sent to Charles 2-19-15

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: **Charles Bradford, Property Manager**
Finance Dept., Stop 8

FROM: Information Technology

DATE: **6 February 2015**

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
None	~~FR2NTS1~~	Dell Power Connect 3524P		
None 5070	1T3ZQ61	PowerEdge 2160		
2871	400037686	Data Smart T3E3		
[redacted]	8FHVV91	[redacted] onnect 3524P		
[redacted]	FTX0048Y1J3	Cisco 1760		
2852	FAB0525P0N6	Catalyst 2950		
[redacted]	[redacted]	[redacted] x GX 280		
None	~~2001-0204-00346~~	Optiplex AN-50 Term		

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:

Equipment not operational

PREPARED BY: [signature] DATE: 6 Feb 15
Signature

Antonio Dávila
Printed Name

DIVISION DIRECTOR APPROVAL: [signature] 2/11/15
Signature

Roger Wars
Printed Name

Sent to Charles 2-19-15

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: **Charles Bradford, Property Manager**
Finance Dept., Stop 8

FROM: Information Technology

DATE: **6 February 2015**

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
None	None	SUA1000 RMZU		
None	None	SUA1000 RMZU		
None 5015	4M6V981	Dell PowerEdge 2850		
[redacted]	None	Super Server 6012 P6		
None	5XYW7F1	Dell Power Connect 2716		
None	54FSRB1	Dell Power Connect 2716		
None	~~AULC74300463~~	~~Infocus W240~~		
None	7A1133C14477	48VDC Batt Mod		

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:

Equipment not operational

PREPARED BY:

[signature] DATE: 6 Feb 15
Signature

Antonio Dávila
Printed Name

DIVISION DIRECTOR APPROVAL:

[signature] 2/11/15
Signature

Robert Wards
Printed Name

SELECTION CRITERIA: (((assets.tagno = "5015")) OR ((assets.tagno = "5070")) OR ((assets.tagno = "2871")) OR ((assets.tagno = "2852")

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
2852	CATALYST SWITCH	FUNDING 125 CAPITAL ASSET Y	EST LIFE DEP LIFE
-000	MFR CISCO	CLS M VENDOR SBC DATACOM	DEP N POST DP N DEP METH
	MODEL 24 PORT	CAT 504 PO 224257 UNITS 1	SALVAGE VALU .00
	S/N FAB0534Q0NF	LOC MK-M05 CHECK 201791 UN CST 1371.60	ACCUM DEP 1371.60
	INVENTORY DATE 07/23/14	FUND TYPE G ACQUIRE 08/30/01 COST 1371.60	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT 62006 INS CO	DEP BASIS 1371.60
	NEXT SCHEDULED MAINTENANCE 09/30/03	GRT GP0100 INS VAL 0.00	LAST POSTING DATE 09/30/06
	CUSTODIAN 66	LOCATION MTHN LIB	SALE AMOUNT .00
	REMARKS/LIC #	TRF FROM/TO FR 62019 TO 62006	RETIRED DATE
	OLD ID # 2604-040		

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5700	CULTURE/RECREATION	5710	LIBRARIES	89506	530590	1.00

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
2871	KENTROX DATASMART IDSU	FUNDING 001 CAPITAL ASSET Y	EST LIFE DEP LIFE
-000	MFR KENTROX	CLS M VENDOR COMARK CORP SALES	DEP N POST DP N DEP METH
	MODEL 15951	CAT 504 PO 234749 UNITS 1	SALVAGE VALU .00
	S/N 400037686	LOC MK-M20 CHECK 76556 UN CST 2784.13	ACCUM DEP 2784.13
	INVENTORY DATE 07/23/14	FUND TYPE G ACQUIRE 11/14/02 COST 2784.13	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT 06002 INS CO U	DEP BASIS 2784.13
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/07
	CUSTODIAN 37	LOCATION MTHN IN TELEPHONE RM	SALE AMOUNT .00
	REMARKS/LIC #	TRF FROM/TO	RETIRED DATE
	OLD ID # 0800-599		

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5100	GENERAL GOVERNMENT	5130	FINANCIAL AND ADMINISTRATIVE	89500	530590	1.00

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
4641	SUPERMICRO SERVER	FUNDING 001 CAPITAL ASSET Y	EST LIFE DEP LIFE
-000	MFR SUPERMICRO	CLS M VENDOR MORE DIRECT	DEP N POST DP N DEP METH
	MODEL	CAT 504 PO 233621 UNITS 1	SALVAGE VALU .00
	S/N P61280020	LOC MK-M20 CHECK 75486 UN CST 1197.67	ACCUM DEP 1197.67
	INVENTORY DATE 07/23/14	FUND TYPE G ACQUIRE 10/04/02 COST 1197.67	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT 06002 INS CO	DEP BASIS 1197.67
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/08
	CUSTODIAN 37	LOCATION	SALE AMOUNT .00
	REMARKS/LIC # BARCODE ON FILE	TRF FROM/TO	RETIRED DATE
	OLD ID # 0800-588		

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5100	GENERAL GOVERNMENT	5130	FINANCIAL AND ADMINISTRATIVE	89500	530590	1.00

SELECTION CRITERIA: (((assets.tagno = "5015")) OR ((assets.tagno = "5070")) OR ((assets.tagno = "2871")) OR ((assets.tagno = "2852")

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
5015	POWEREDGE SERVER	FUNDING 125 CAPITAL ASSET Y	EST LIFE 5 DEP LIFE
-000	MFR DELL	CLS M VENDOR BAYSHORE TECHNOLOGIES	DEP N POST DP N DEP METH
	MODEL POWEREDGE	CAT 504 PO 7179 UNITS 1	SALVAGE VALU .00
	S/N 4M6V981	LOC MK-M20 CHECK 208907 UN CST 7916.00	ACCUM DEP 7916.00
	INVENTORY DATE 07/23/14	FUND TYPE G ACQUIRE 09/06/05 COST 7916.00	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT 13503 INS CO	DEP BASIS 7916.00
	NEXT SCHEDULED MAINTENANCE	GRT GE9803 INS VAL 0.00	LAST POSTING DATE 09/30/10
	CUSTODIAN 76	LOCATION MTHN EMS PRO SERVER	SALE AMOUNT .00
	REMARKS/LIC #	TRF FROM/TO	RETIRED DATE
	OLD ID #		

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
5200 PUBLIC SAFETY	5260 AMBULANCE RESCUE SERVICES	89501	530590	1.00

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
5070	CONSOLE SWITCH	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 POWEREDGE 2160AS	CAT 504 PO 7223 UNITS 1	SALVAGE VALU .00
	S/N 1T3ZQ61	LOC MK-M20 CHECK 118060 UN CST 1662.02	ACCUM DEP 1662.02
	INVENTORY DATE 07/23/14	FUND TYPE G ACQUIRE 09/02/05 COST 1662.02	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT 06002 INS CO	DEP BASIS 1662.02
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/10
	CUSTODIAN 37	LOCATION MTHN PHN RM	SALE AMOUNT .00
	REMARKS/LIC # IN SIDE OF RACK	TRF FROM/TO	RETIRED DATE
	OLD ID #		

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
5100 GENERAL GOVERNMENT	5130 FINANCIAL AND ADMINISTRATIVE	89500	530590	1.00

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
5077	SUPERSERVER #1120	FUNDING 001 CAPITAL ASSET Y	EST LIFE DEP LIFE
-000	MFR SUPER MICRO	CLS M VENDOR MORE DIRECT	DEP N POST DP N DEP METH
	MODEL 6012P8B	CAT 504 PO 237209 UNITS 1	SALVAGE VALU .00
	S/N 00110731	LOC MK-M20 CHECK 82336 UN CST 1110.00	ACCUM DEP 1110.00
	INVENTORY DATE 07/23/14	FUND TYPE G ACQUIRE 03/13/03 COST 1110.00	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT 06002 INS CO	DEP BASIS 1110.00
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/07
	CUSTODIAN 37	LOCATION MTHN TECH	SALE AMOUNT .00
	REMARKS/LIC #	TRF FROM/TO	RETIRED DATE
	OLD ID # 0800-617		

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
5100 GENERAL GOVERNMENT	5130 FINANCIAL AND ADMINISTRATIVE	89500	530590	1.00

REPORT TOTAL 6 RECORDS SELECTED

COST	16,041.42
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	16,041.42
SALE AMOUNT	.00

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 Department: Finance

Bulk Item: Yes ___ No ___ Staff Contact /Phone #: Pam Radloff x3560

AGENDA ITEM WORDING: **BOCC Letter from Cherry Bekeart on Audit Responsibilities**

ITEM BACKGROUND: Cherry Bekeart requested that the BOCC be presented this letter outlining their responsibilities when performing their audit of Monroe County's FY 2014-15 Comprehensive Annual Financial Report (CAFR)

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 ___ **AMOUNT PER MONTH** **Year**

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

DOCUMENTATION: Included ___ Not Required ___

DISPOSITION: **AGENDA ITEM #**

Revised 6/15

Cherry Bekaert LLP
CPAs & Advisors

To the Honorable Mayor and Board
of County Commissioners of
Monroe County, Florida:

We are engaged to audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Monroe County, Florida (the "County") for the year ended September 30, 2015. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards*, and OMB Circular A-133

Our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the County's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with OMB Circular A-133, we will examine, on a test basis, evidence about the County's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the County's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the County's compliance with those requirements.

Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit on approximately January 18th and issue our report on approximately March 31, 2016. Eddie Burke is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of and management of the Board of County Commissioners of the County and is not intended to be, and should not be, used by anyone other than these specified parties.

Cherry Bekaert LLP

Raleigh, North Carolina
December 15, 2015

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 Department: Finance

Bulk Item: Yes _X_ No ___ Staff Contact /Phone #: C. Bradford 3457

AGENDA ITEM WORDING:
Fixed Asset Reconciliation for FY 16 periods 1,2,3 – For Information Purposes Only

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

Information Only

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

Fixed Asset Recociliation for Periods 1,2,3 FY 16

Fund	Fund/Cost Center	Acct	Date	PO	Check Number	Cost	Description
001 - GENERAL FUND	001-5100-5130-1010-05003-05003 - TECHNOLOGY REPLACE	560640	12/02/15	00054075-03	10004402	14.00	#8591 /12334910
414 - MSD SOLID WASTE	414-5300-5340-1012-40000-40000 - SOLID WASTE OPS	560641	12/16/15	00051907-04	10004907	44.00	TAG#8596
414 - MSD SOLID WASTE	414-5300-5340-1012-40000-40000 - SOLID WASTE OPS	560641	12/16/15	00051908-04	10004907	44.00	TAG#8593
116 - ROAD AND BRIDGE FUND	116-5500-5520-1050-76007-76007 - TDC ADMIN.SVCS 116	560640	12/02/15	00054204-02	10004346	50.39	LVO 4GB PC3-12800 8590
304 - 1 CENT INFRA SURTAX	304-5100-5190-1013-24000-24000 - GEN GOVT CAP PROJ	560641	11/10/15	00052056-06	10003815	90.00	TAG#8586
001 - GENERAL FUND	001-5100-5130-1010-05003-05003 - TECHNOLOGY REPLACE	560640	12/02/15	00054075-02	10004402	105.00	#8591 /12334910
001 - GENERAL FUND	001-5100-5130-1010-05003-05003 - TECHNOLOGY REPLACE	560640	12/02/15	00054075-04	10004402	175.00	#8591 /12334910
414 - MSD SOLID WASTE	414-5300-5340-1012-40000-40000 - SOLID WASTE OPS	560641	12/16/15	00051907-02	10004907	250.00	TAG#8596
414 - MSD SOLID WASTE	414-5300-5340-1012-40000-40000 - SOLID WASTE OPS	560641	12/16/15	00051908-02	10004907	250.00	TAG#8593
304 - 1 CENT INFRA SURTAX	304-5100-5190-1013-24000-24000 - GEN GOVT CAP PROJ	560641	11/10/15	00052056-07	10003815	290.00	TAG#8586
414 - MSD SOLID WASTE	414-5300-5340-1012-40000-40000 - SOLID WASTE OPS	560641	12/16/15	00051907-03	10004907	299.00	TAG#8596
414 - MSD SOLID WASTE	414-5300-5340-1012-40000-40000 - SOLID WASTE OPS	560641	12/16/15	00051908-03	10004907	299.00	TAG#8593
001 - GENERAL FUND	001-5100-5130-1010-05003-05003 - TECHNOLOGY REPLACE	560640	12/02/15	00054075-05	10004402	304.99	#8591 /12334910
116 - ROAD AND BRIDGE FUND	116-5500-5520-1050-76007-76007 - TDC ADMIN.SVCS 116	560640	12/02/15	00054204-01	10004346	1,009.92	LVO TS TP T550 8590
304 - 1 CENT INFRA SURTAX	304-5100-5190-1013-24000-24000 - GEN GOVT CAP PROJ	560641	11/10/15	00052056-04	10003815	1,090.00	TAG#8586
001 - GENERAL FUND	001-5100-5130-1010-05003-05003 - TECHNOLOGY REPLACE	560640	12/02/15	00054076-01	10004347	1,366.69	#8592 /7276830
001 - GENERAL FUND	001-5100-5130-1010-05003-05003 - TECHNOLOGY REPLACE	560640	12/02/15	00054075-01	10004402	1,424.00	#8591 /12334910
141 - IMPACT FEES LIBRARIES	141-5200-5220-1019-11500-11500 - FIRE & RESCUE CENTRAL	560640	11/04/15		10003636	1,438.20	#8585 FRIDGE STA#10
102 - ROAD AND BRIDGE FUND	102-5400-5410-1013-22500-22500 - ROAD DEPARTMENT	560640	12/22/15	00054178-01	10005177	1,469.00	8599 THINKPAD
102 - ROAD AND BRIDGE FUND	102-5400-5410-1013-22500-22500 - ROAD DEPARTMENT	560640	12/22/15	00054178-02	10005177	1,469.00	8600 THINKPAD
141 - IMPACT FEES LIBRARIES	141-5200-5220-1019-11500-11500 - FIRE & RESCUE CENTRAL	560640	10/28/15		10003421	1,480.50	#8583
141 - IMPACT FEES LIBRARIES	141-5200-5220-1019-11500-11500 - FIRE & RESCUE CENTRAL	560640	12/22/15	00054274-01	10005262	2,695.00	1121806 #8601
158 - MISC SPECIAL REVENUE FUND	158-6000-6010-8010-82507-82507 - J CT TECH FS28.24(12)(E)	560640	11/24/15		10004138	2,899.00	TAG#8589
304 - 1 CENT INFRA SURTAX	304-5100-5190-1013-24000-24000 - GEN GOVT CAP PROJ	560641	11/10/15	00052056-05	10003815	2,990.00	TAG#8586
304 - 1 CENT INFRA SURTAX	304-5100-5190-1013-24000-24000 - GEN GOVT CAP PROJ	560641	11/10/15	00052056-08	10003815	5,900.00	TAG#8586
304 - 1 CENT INFRA SURTAX	304-5100-5190-1013-24000-24000 - GEN GOVT CAP PROJ	560641	11/10/15	00052056-02	10003815	11,900.00	TAG#8586
147 - UNINC SVC DIST PARKS&REC	147-5700-5720-1013-20503-20503 - UNINC PARKS & BEACHES	560641	12/09/15	00054287-01	10004659	13,100.00	TAG#8595/8594
414 - MSD SOLID WASTE	414-5300-5340-1012-40000-40000 - SOLID WASTE OPS	560641	12/16/15	00051907-01	10004907	17,995.00	TAG#8596
414 - MSD SOLID WASTE	414-5300-5340-1012-40000-40000 - SOLID WASTE OPS	560641	12/16/15	00051908-01	10004907	17,995.00	TAG#8593
304 - 1 CENT INFRA SURTAX	304-5100-5190-1013-24000-24000 - GEN GOVT CAP PROJ	560641	11/10/15	00052056-03	10003815	19,900.00	TAG#8586
414 - MSD SOLID WASTE	414-5300-5340-1012-40000-40000 - SOLID WASTE OPS	560641	11/10/15	00051641-02	10003815	27,890.00	TAG#8581
414 - MSD SOLID WASTE	414-5300-5340-1012-40000-40000 - SOLID WASTE OPS	560641	11/10/15	00051641-01	10003815	39,948.00	TAG#8581
304 - 1 CENT INFRA SURTAX	304-5100-5190-1013-24000-24000 - GEN GOVT CAP PROJ	560641	11/10/15	00052056-01	10003815	39,620.00	TAG#8586
414 - MSD SOLID WASTE	414-5300-5340-1012-40000-40000 - SOLID WASTE OPS	560641	11/10/15	00051641-03	10003815	55,984.00	TAG#8581
						285,778.69	
						11,669.02	Health Dept
						297,447.71	

FA Listing	
0.00	
123,822.00	8581
1,480.50	8583
1,438.20	8585
95,780.00	8586
11,669.02	8588
2,899.00	8589
1,060.31	8590
2,022.99	8591
1,366.68	8592
18,588.00	8593
6,550.00	8594
6,550.00	8595
18,588.00	8596
1,469.00	8599
1,469.00	8600
2,695.00	8601
297,447.70	

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 Department: Finance

Bulk Item: Yes _X_ No ___ Staff Contact /Phone #: William Chase (305)292-3573

AGENDA ITEM WORDING:
Approval of FKAA invoices for the fiscal year (to include salaries), relating to the Cudjoe Regional Wastewater System Project. The invoices under $50,000 are being submitted as informational only.

ITEM BACKGROUND:
To substantiate proper expenditure 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 policy and procedures, the BOCC shall retain final approval for all invoices/contracts. This involves (as per attached) a total of all amounts submitted by the FKAA for the Cudjoe Regional Wastewater System. The total of expenditures for the period of December 2015 is $308,722.04.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

Information Only

TOTAL COST:_____ **INDIRECT COST:** _____**BUDGETED:** Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $308,722.04 **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

MONROE COUNTY INTERLOCAL AGREEMENT #2
FKAA INVOICES
CUDJOE REGIONAL WW PROJECT
UNDER $50,000.
JANUARY 2016 MEETING

INVOICE NO	INVOICE DATE	FKAA VENDOR	AMOUNT REQUESTED	ALLOWABLE	DATE APPROVED
579C	10/30/2015	BRYANT MILLER	$21,103.43	$21,103.43	12/23/2015
581C	10/30/2015	FDEP PERMIT	$100.00	$100.00	12/23/2015
582C	10/30/2015	FDEP PERMIT	$250.00	$250.00	12/23/2015
590C	11/30/2015	WHARTON SMITH	$30,000.00	$30,000.00	12/23/2015
585C	11/30/2015	FKAA WATER BILL	$44.27	$44.27	12/23/2015
586C	11/30/2015	COOKE COMM	$372.50	$372.50	12/23/2015
587C	11/30/2015	COOKE COMM	$260.75	$260.75	12/23/2015
588C	11/30/2015	KEYS ENERGY	$60.51	$60.51	12/23/2015
598C	11/30/2015	KEYS ENERGY	$29.03	$29.03	12/23/2015
593C	11/30/2015	BRYANT MILLER	$30,845.62	$30,845.62	12/23/2015
595C	11/30/2015	WATER RESOURCE	$45,812.80	$45,812.80	12/23/2015
597C	11/30/2015	KETS ENERGY	$2,925.00	$2,925.00	12/23/2015
599C	11/30/2015	KEYS ENERGY	$4,661.99	$4,661.99	12/23/2015
600C	11/30/2015	FKAA SALARIES	$4,571.81	$4,571.81	12/23/2015
596C	11/30/2015	FDEP PERMIT	$250.00	$250.00	12/23/2015
603C	11/30/2015	WATER RESOURCE	$21,299.95	$21,299.95	12/29/2015
605C	11/30/2015	BRYANT MILLER	$28,901.31	$28,901.31	12/29/2015
608C	12/28/2015	KEYS ENERGY	$975.00	$975.00	12/29/2015
609C	11/30/2015	FKAA FUEL	$976.87	$976.87	12/29/2015
			$193,440.84	$193,440.84	

County Staff

Submitted by:

William Chase

Reviewed by:

Pam Radloff

LIST #1	$115,281.20
LIST #2	$193,440.84
	$308,722.04

MONROE COUNTY INTERLOCAL AGREEMENT
FKAA INVOICES #1
CUDJOE REGIONAL WW PROJECT
UNDER $50,000.
JANUARY 2016 MEETING

INVOICE NO	INVOICE DATE	FKAA VENDOR	AMOUNT REQUESTED	ALLOWABLE	DATE APPROVED
524C	9/30/2015	A.J. GALLAGHER	$335.16	$335.16	12/22/2015
530C	9/30/2015	MATHEWS	$20,530.24	$20,530.24	12/4/2015
536C	9/30/2015	BRYANT MILLER	$31,574.49	$31,574.49	12/10/2015
548C	9/30/2015	COOKE COMM.	$252.45	$252.45	12/4/2015
549C	9/30/2015	COOKE COMM.	$534.61	$534.61	12/15/2015
557C	9/30/2015	MIAMI HERALD	$142.10	$142.10	12/4/2015
558C	9/30/2015	MATHEWS	$10,947.91	$10,947.91	12/4/2015
566C	9/30/2015	FKAA VEHICLES	$17,253.36	$17,253.36	12/15/2015
569C	9/30/2015	MATHEWS	$13,853.82	$13,853.82	12/4/2015
571C	9/30/2015	WATER SCIENCE	$14,620.00	$14,620.00	12/15/2015
572C	9/30/2015	FKAA FUEL	$1,492.79	$1,492.79	12/4/2015
573C	9/30/2015	BOA CREDIT CARD	$1,169.40	$1,169.40	12/4/2015
574C	9/30/2015	VERIZON-JULY	$432.84	$432.84	12/4/2015
575C	9/30/2015	WASTE MANAGE	$14.38	$14.38	12/4/2015
576C	9/30/2015	VERIZON-AUG	$432.84	$432.84	12/4/2015
577C	9/30/2015	BOA CREDIT CARD	$1,057.81	$1,057.81	12/4/2015
578C	9/30/2015	FKAA FUEL	$637.00	$637.00	12/4/2015
			$115,281.20	$115,281.20	

County Staff

Submitted by:

William Chase

Reviewed by:

Pam Radloff

Approved by:

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: _January 20, 2016_____ Department :FINANCE

Bulk Item: Yes X ___ No ___ Staff Contact /Phone #: William Chase/ 305-292-3573

AGENDA ITEM WORDING:
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.

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 Policy and Procedures, the BOCC shall retain final approval for all invoices/contracts. These involves (as per attached) are a total of all amounts submitted by the FKAA for the Cudjoe Regional Wastewater System. The Total of expenditures for the period of December is a total of $ 8,555,117.04 to be approved

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST:_____ **INDIRECT COST:** _____**BUDGETED:** Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $ 8,555,117.04 **SOURCE OF FUNDS:**

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

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

DOCUMENTATION: Included _____ Not Required____

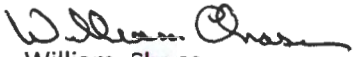
DISPOSITION:_____ **AGENDA ITEM #**_____

MONROE COUNTY INTERLOCAL AGREEMENT
FKAA INVOICES
CUDJOE REGIONAL WW PROJECT
OVER 50,000.
JANUARY 2016 MEETING

INVOICE NO	INVOICE DATE	FKAA VENDOR	AMOUNT REQUESTED	ALLOWABLE	DATE APPROVED
SALARIES	9/30/2015	FKAA-JULY	$157,096.67	$157,096.67	12/10/2015
SALARIES	9/30/2015	FKAA-AUGUST	$89,472.78	$89,472.78	12/3/2015
SALARIES	9/30/2015	FKAA-SEPTEMBER	$87,956.19	$87,956.19	12/3/2015
513C	9/30/2015	A.J. GALLAGHER	$56,623.00	$56,623.00	12/22/2015
559C	9/30/2015	C. TOPPINO	$507,403.99	$507,403.99	12/10/2015
SALARIES	10/30/2015	FKAA -OCTOBER	$94,632.23	$94,632.23	12/23/2015
584C	11/20/2015	GIANNETTI	$503,510.31	$503,510.31	12/23/2015
589C	11/30/2015	WHARTON SMITH	$522,790.89	$522,790.89	12/23/2015
591C	11/30/2015	LAYNE HEAVY	$2,290,952.30	$2,290,952.30	12/23/2015
583C	11/20/2015	CH2MHILL	$102,693.04	$102,693.04	12/23/2015
592C	11/30/2015	C.TOPPINO	$189,915.26	$189,915.26	12/23/2015
601C	11/30/2015	WHARTON SMITH	$658,599.55	$658,599.55	12/29/2015
602C	11/30/2015	LAYNE HEAVY	$2,083,283.93	$2,083,283.93	12/29/2015
604C	11/30/2015	TOPPINO	$76,179.37	$76,179.37	12/29/2015
606C	11/30/2015	GIANNETTI	$1,134,007.53	$1,134,007.53	12/29/2015
			$8,555,117.04	$8,555,117.04	

County Staff

Submitted by:



William Chase

Reviewed by:

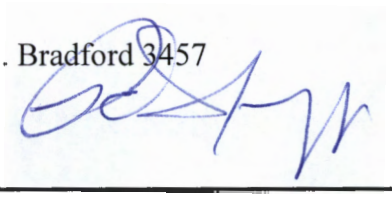
Pam Radloff

Approved by:

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 Department: Finance

Bulk Item: Yes _X_ No ___ Staff Contact /Phone #: C. Bradford 3457



AGENDA ITEM WORDING:
Assets inventoried in FY 16 by Custodian for informational purposes only.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

Information Only

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

	Custodians		12/30/2015	
Custodian	Name	Total Assets	Inventoried	Not Inventoried
02	Clerk	409	45	364
03	County Attorney	23	1	22
04	Property Appraiser	107	105	2
05	Tax Collector	30	1	29
06	Court Administration	344	0	344
07	state attorney	71	0	71
08	Public Defender	13	0	13
09	Elections	284	28	256
10	County Administrator	11	1	10
11	Medical Examiner	23	0	23
12	Solid Waste	67	0	67
13	Growth Management	106	0	106
14	Veterans Affairs	3	0	3
15	Guardian Ad Litem	19	0	19
16	Emergency Management	50	0	50
19	Social Services	87	0	87
20	Animal control	5	0	5
25	Extension Services	10	0	10
26	Key West Airport	112	0	112
27	Marathon airport	49	0	49
28	Card Sound Road	37	0	37
29	Health Dept.	90	0	90
30	TDC	14	0	14
31	Land Authority	3	0	3
32	Commissioner District 5	1	0	1
33	Commissioner District 4	1	0	1
34	Commissioner District 2	0	0	0
35	Commissioner District 3	3	0	3
36	Commissioner District 1	3	0	3
37	Technical Services	323	68	255
38	Personnel	9	0	9
39	OMB	4	0	4
40	Purchasing	1	0	1
42	Risk Mgmt.	2	0	2
45	Trauma Office (KL)	4	0	4
48	Grants	10	0	10
50	Project management	25	0	25
53	Corrections	62	1	61
55	Lower Keys Parks and Recreation	1	0	1
56	Facilities - Lower	116	11	105
57	Facilities - Middle	56	0	56
58	Facilities - Upper	85	0	85
59	Fleet mgmt.	92	0	92
62	Roads & Bridges	143	0	143
65	Public Works Admin	10	0	10
66	Libraries	77	1	76
76	Fire & Rescue	945	1	944
80	Ocean Reef Fire	9	0	9
		3949	263	3686

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/2016 Department: Finance

Bulk Item: Yes X No Staff Contact /Phone #: C. Bradford 3457

AGENDA ITEM WORDING:
Assets to be declared Surplus

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:
Approve the addition of assets

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

To: _Charles Bradford_____ From: _____ Carol Schreck
Property Manager BOCC 3
305-292-3430

Monroe County I.D. Number	Serial Number	Asset Description	Date Purchased	Original and Estimated Present Value
5236		HP Color LaserJet 5550n	> 8 years	unk

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: _____ DATE: 12/7/15
Signature

Carol Schreck
Printed Name

DIVISION DIRECTOR APPROVAL: _____
Signature

_____
Printed Name

OMB FORM REVISED 03/12

SELECTION CRITERIA: assets.tagno='5236'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION			DEPRECIATION INFORMATION	
5236	PRINTER		FUNDING 001	CAPITAL ASSET Y		EST LIFE 5	DEP LIFE
-000	MFR HP	CLS M	VENDOR CDW			DEP N POST DP N	DEP METH
	MODEL 5550N	CAT 502	PO 8958	UNITS 1		SALVAGE VALU	.00
	S/N JPFC5CH02D	LOC LK-W09	CHECK 121423	UN CST 3274.00		ACCUM DEP	3274.00
	INVENTORY DATE 10/28/14	FUND TYPE G	ACQUIRE 01/01/06	COST 3274.00		REM BOOK BASIS	.00
	CONDITION GOOD STATUS ACTIVE	DPT 05003	INS CO			DEP BASIS	3274.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00		LAST POSTING DATE	09/30/11
	CUSTODIAN 37	LOCATION	KW COMM			SALE AMOUNT	.00
	REMARKS/LIC #	TRF FROM/TO				RETIRED DATE	
	OLD ID #						

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	3,274.00
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	3,274.00
SALE AMOUNT	.00

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Charles Bradford
Property Clerk, Finance Dept.

FROM: PW- CORRECTIONS
BOB STONE

DATE: 12/3/15

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
1611	030527/030528	TRAY WASHER & DRYER UNIT	10/24/03	$29,610/-0-

Received
DEC 03 2015
Finance Dept.

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:

Beyond economical repair

PREPARED BY: Gina Cremona DATE: 12/3/15
PRINT NAME

DIVISION DIRECTOR APPROVAL: 12/7/15
PRINT NAME Doug Sposito

OMB FORM REVISED 10/28/2003

SELECTION CRITERIA: assets.tagno='1611'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION	
1611	TRAYWASHER & DRYER		FUNDING 101	CAPITAL ASSET Y	EST LIFE 10	DEP LIFE
-000	MFR INSINGER	CLS M	VENDOR THE RESTAURANT STORE		DEP N POST DP N	DEP METH
	MODEL TRAC-321-2RPW/TD-321-3	CAT 506	PO 241218	UNITS 1	SALVAGE VALU	.00
	S/N 030527/030528	LOC LK-S02	CHECK 93162	UN CST 29610.00	ACCUM DEP	29610.00
	INVENTORY DATE 06/26/15	FUND TYPE G	ACQUIRE 10/24/03	COST 29610.00	REM BOOK BASIS	.00
	CONDITION GOOD STATUS ACTIVE	DPT 20505	INS CO		DEP BASIS	29610.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00		LAST POSTING DATE	09/30/13
	CUSTODIAN 53	LOCATION	KW DETENTION		SALE AMOUNT	.00
	REMARKS/LIC #	TRF FROM/TO			RETIRED DATE	
	OLD ID # 0902-632					

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	29,610.00
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	29,610.00
SALE AMOUNT	.00

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 Department: Finance Department

Bulk Item: Yes X No ___ Staff Contact /Phone #: Sharon Anaka (305) 292-3539
$2,332,278.87

AGENDA ITEM WORDING: Approval of Tourist Development Council expenses for the month of December 2015

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 DECEMBER 2015

VENDOR	CH #	DESCRIPTION	AMOUNT
ADVERTISING			
TINSLEY ADVERTISING	10004530	DIVE UMBRELLA	$60,078.97
TINSLEY ADVERTISING	10005526	DIVE UMBRELLA	$56,670.27
TINSLEY ADVERTISING	10004530	CULTURAL UMBRELLA	$28,920.53
TINSLEY ADVERTISING	10005526	CULTURAL UMBRELLA	$22,112.58
TINSLEY ADVERTISING	10005526	FISHING UMBRELLA	$8,988.40
TINSLEY ADVERTISING	10004530	GENERAL ADVERTISING	$210,119.90
TINSLEY ADVERTISING	10005526	GENERAL ADVERTISING	$190,718.05
TINSLEY ADVERTISING	10004530	DAC 1 ADVERTISING	$137,727.09
TINSLEY ADVERTISING	10005526	DAC 1 ADVERTISING	$277,371.25
TINSLEY ADVERTISING	10004530	DAC 2 ADVERTISING	$24,353.70
TINSLEY ADVERTISING	10005526	DAC 2 ADVERTISING	$34,549.34
TINSLEY ADVERTISING	10004530	DAC 3 ADVERTISING	$38,376.36
TINSLEY ADVERTISING	10005526	DAC 3 ADVERTISING	$58,356.85
TINSLEY ADVERTISING	10004530	DAC 4 ADVERTISING	$14,244.35
TINSLEY ADVERTISING	10005526	DAC 4 ADVERTISING	$48,230.69
TINSLEY ADVERTISING	10004530	DAC 5 ADVERTISING	$3,258.74
TINSLEY ADVERTISING	10005526	DAC 5 ADVERTISING	$47,759.02
			$1,261,836.09
BRICKS & MORTAR PROJECTS			
CITY OF MARATHON	10005127	OCEANFRONT PARK PHASE 4	$88,818.05
CULVERS CLEANING	10004627	VET PARK NOV 15	$1,483.53
DL PORTER CONSTRUCTION	10005148	KW LIGHTHOUSE REPAIR BALANCE	$93,645.67
EE&G ENVIRONMENTAL	10004914	HIGGS BEACH NOV15	$11,154.42
SHERWIN WILLIAMS	10005251	SUPPLIES	$62.76
THE HOME DEPOT	10005274	SUPPLIES	$84.37
			$195,248.80
EVENTS			
2012 USP HOLDINGS	10005313	KW FOOD & WINE FEST 16	$4,500.00
BOGART FILM FESTIVAL	10005323	HUMPHREY BOGART FILM FEST	$8,475.10
COMCAST SPOTLIGHT	10005332	FANTASY FEST 2015	$27,448.55
COOKE COMMUNICATIONS	10004895	HOT PINK HOLIDAYS 15	$1,000.00
EXCLUSIVE SPORTS MAGAZINE	10005338	KW HALLOWEEN RUN 15	$10,000.00
KEY WEST TOURIST DEVELOPMENT	10004963	FANTASY FEST 15	$140,000.00
KEY WEST TOURIST DEVELOPMENT	10005357	FANTASY FEST 15	$292.50
LOWER KEYS CHAMBER OF COMMERCE	10004980	BP/LK ISLAND ART FESTIVAL 15	$4,154.00
LOWER KEYS CHAMBER OF COMMERCE	10005362	BP/LK ISLAND ART FESTIVAL 15	$490.00
MARATHON COMMUNITY THEATRE	10004713	MARATHON COMMUNITY THEATRE 15	$7,090.00
MORADA WAY ARTS & COMMUNITY	10004732	MORADA ART EXPO 15	$603.50
MOSS ENTERPRISES	10004994	HOT PINK HOLIDAYS 15	$695.00
MOSS ENTERPRISES	10005368	KW FOOD & WINE FEST 16	$275.00
PENNINSULA PUBLISHING	10005376	KW FOOD & WINE FEST 16	$4,000.00
PUBLISHERS IN PARADISE	10005003	MEL FISHER MM 15-16	$900.00
PUBLISHERS IN PARADISE	10005379	KW FOOD & WINE FEST 16	$1,800.00
ROTARY CLUB OF KEY WEST	10004491	TAKE STOCK IN CHILDREN 15	$10,000.00
SAND-ISLE INC	10005388	INT'L SAND ART COMP 16	$8,074.44
SUPERBOAT INTERNATIONAL	10004514	KW WORLD CHAMPIONSHIP RACES 15	$120,000.00
THE GAY RAG INC	10005034	HOT PINK HOLIDAYS 15	$300.00
THE MIAMI HERALD MEDIA	10005037	HOT PINK HOLIDAYS 15	$1,738.00
TINSLEY ADVERTISING	10004530	KEY WEST HOLIDAY FEST 15	$1,082.00
TINSLEY ADVERTISING	10005040	MEL FISHER MM 15-16	$500.00
TINSLEY ADVERTISING	10005401	KW FOOD & WINE FEST 16	$6,840.00
TINSLEY ADVERTISING	10005401	HEROES & VILLIANS 15	$7,182.00
			$367,440.09

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHEQUES DISTRIBUTED FOR THE MONTH OF DECEMBER 2015

OFFICE SUPPLIES & OPER COSTS

C B SCHMITT REAL ESTATE	10004337	NOV 2015 OFFICE RENT	$8,705.60
CDW GOVERNMENT INC	10004346	LAPTOP COMPUTERS	$1,060.31
CDW GOVERNMENT INC	10004884	TOPSELLER 3YR ONSITE	$71.87
COOKE COMMUNICATIONS	10004896	DAC MTGS NOV 2015	$141.55
COOKE COMMUNICATIONS	10005137	DAC MTGS 8/6/15	$96.53
DESTI METRICS LLC	10004904	NOV & DEC 15 REPORTS	$1,002.00
DIVERSIFIED SERVICE	10004905	JANITORIAL SVCS NOV 15	$450.00
FEDERAL EXPRESS	10004381	SHIPPING	$252.08
INTERNATIONAL BUSINESS	10004679	STATS LICENSE RENEWAL	$2,941.00
LYNDA STUART	10004981	INK CARTIRDGE	$53.49
LYNDA STUART	10005211	POSTAGE	$4.70
MEETING PROFESSIONALS	10004719	MEMBERSHIP 1/30/16-1/29/17	$465.00
MIAMI HERALD MEDIA	10004801	MTG NOTICES NOV15	$98.00
MONROE COUNCIL OF THE ARTS	10004730	FKCOA NOV 2015	$6,486.50
PITNEY BOWES GLOBAL	10005233	LEASE 9/30-12/30/15	$339.00
VIRTUOSO LTD	10005053	VTW SPONSORSHIP 2016	$5,000.00
XEROX CORPORATION	10004821	COPYING	$275.66
YVES VRIELYNCK	10005065	USPS POSTAGE	$62.77
			$27,506.06

PERSONNEL SERVICES

3406 NORTH ROOSEVELT BLVD	W120315A	MARKET RESEARCH	$6,689.39
3406 NORTH ROOSEVELT BLVD	W122315A	MARKET RESEARCH	$6,689.39
3406 NORTH ROOSEVELT BLVD	W120315A	FILM LIASON	$7,292.31
3406 NORTH ROOSEVELT BLVD	W122315A	FILM LIASON	$7,292.31
3406 NORTH ROOSEVELT BLVD	W120315A	PROMO STAFFING	$42,616.96
3406 NORTH ROOSEVELT BLVD	W122315A	PROMO STAFFING	$40,368.98
3406 NORTH ROOSEVELT BLVD	W120315A	ADMIN SVC	$63,065.75
3406 NORTH ROOSEVELT BLVD	W122315A	ADMIN SVC	$38,583.01
			$212,598.10

PUBLIC RELATIONS

STUART NEWMAN ASSOCIATES	10004792	PR EXP TRVL/ENTR	$12,467.78
STUART NEWMAN ASSOCIATES	10004792	PR PROF SERV	$25,166.00
STUART NEWMAN ASSOCIATES	10004792	PR STRINGER FEES NOV15	$6,531.00
			$44,164.78

SALES & MARKETING

A JACK MEIER	10005085	BOOTH SUPPLIES	$27.92
BENEATH THE SEA INC	10004602	SEACAUCUS APR 4/1-3/16	$4,675.00
COOKE COMMUNICATIONS	10004353	CLICKMGMT AD SETUP PAY PER CLICK`	$900.00
COOKE COMMUNICATIONS	10004353	PDF DOWNLOADS NOV 15	$2,916.00
COOKE COMMUNICATIONS	10004353	GALLEON RSRT WC NOV 15	$1,233.33
COOKE COMMUNICATIONS	10004353	KEY DEER B&B BAHIA HONDA WC NOV1!	$1,733.33
COOKE COMMUNICATIONS	10004353	SOMBRERO BEACH WC NOV 15	$1,233.33
COOKE COMMUNICATIONS	10004353	POSTCARD INN WHALE HARB WC NOV1!	$1,733.33
COOKE COMMUNICATIONS	10004353	ISLND DLPH JWFSH MAR RFT WC NOV1!	$2,000.00
COOKE COMMUNICATIONS	10004895	ONLINE SERVICES	$3,685.00
COOKE COMMUNICATIONS	10005136	FACEBOOK,GOOGLE,CLICKMGMNT	$2,010.66
DANGER CORPORATION	10005139	UK TOUR OP FAM 12/9/15	$1,996.00
FREEMAN DECORATING	10004930	BOSTON TRADE SHOW 2/19-21/15	$4,891.22
GET IT ACROSS	10004935	VARIOUS TRAVEL EXPENSES	$26,186.22
GREATER KEY WEST CHAMBER	10005179	FCCA CONFERENCE 10/5-8/15	$2,659.86
JDO INSIGHTS INC	10004683	OCT 2015 DATA COLLECTION	$5,856.25
METROPOLITAN EXPO	10004722	LA TRA & ADV 2/27-28/16	$4,753.99
METROPOLITAN EXPO	10004985	TR & ADVENT WASH 2/20-21/16	$5,300.27
METROPOLITAN EXPO	10005213	SANTA CLARA 3/5-6/16	$3,557.52
REEL-SCOUT INC	10004765	C&T SUPPORT 10/1-12/30/15	$1,200.00
SCUBA PROPERTIES CO	10004778	LONG BEACH 6/4-5/16	$4,200.00

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHEQUES DISTRIBUTED FOR THE MONTH OF DECEMBER 2015

SOUTHERNMOST DREAM	10005254	UK OP FAM 12/9/15	$1,800.00
US TRAVEL ASSOCIATION	10004810	NEW ORLEANS 6/18/22/16	$29,265.00
WORLD OF WATER INC	10004820	ROSEMOUNT 2/26-28/16	$2,300.00
YVES VRIELYNCK	10004822	DEMA SUPPLIES 11/4-7/15	$266.00
			$116,380.23

TELEPHONE & UTILITIES

AMEUROP PHONE ASSIST	10004577	PHONE ASSIST NOV15	$1,500.00
AT&T	10004584	COC LINE CHARGES NOV15	$1,198.00
AT&T	10004583	30529419364040441	$202.45
AT&T	10004315	305296615522390442	$781.75
AT&T	10004588	305W5041320010442	$515.60
FLORIDA KEYS AQUEDUCT AUTH	10004650	1820042846 10/9/11/15	$106.41
FLORIDA KEYS AQUEDUCT AUTH	10005163	LIGHTHOUSE DEC15	$797.86
FLORIDA KEYS AQUEDUCT AUTH	10004650	LITTLE DUCK KEY NOV 15	$249.20
FLORIDA KEYS AQUEDUCT AUTH	10004650	HH OCEAN NOV15	$242.80
FLORIDA KEYS AQUEDUCT AUTH	10005340	HH OCEAN DEC15	$199.54
FLORIDA KEYS AQUEDUCT AUTH	10004650	HH PARK E BEACH NOV15	$519.01
FLORIDA KEYS AQUEDUCT AUTH	10005340	HH PARK E BEACH DEC15	$389.71
FLORIDA KEYS AQUEDUCT AUTH	10004650	HIGGS BCH RSTRM NOV15	$3,965.63
FLORIDA KEYS AQUEDUCT AUTH	10005340	HIGGS BCH RSTRM DEC15	$3,349.36
FLORIDA KEYS ELECTRIC	10005342	HH PARK DEC15	$1,002.70
FLORIDA KEYS ELECTRIC	10005342	OCH BCH/HH PARK DEC15	$75.33
KEYS ENERGY SERVICES	10004964	R LTHSE DEC15	$482.00
KEYS ENERGY SERVICES	10004704	VET PARK NOV 15	$41.84
KEYS ENERGY SERVICES	10005196	HIGGS BEACH DEC15	$161.63
KEYS ENERGY SERVICES	10005196	W MART TOWER DEC15	$35.22
KEYS ENERGY SERVICES	10005196	W MART DEC15	$306.83
KEYS ENERGY SERVICES	10005196	1201 WHITE ST 102,103 & 104	$340.01
KEYS SANITARY SERVICES	10004966	HH PARK DEC15	$1,146.36
LYNDA STUART	10004981	CENT-LINK 10/18-11/17/15	$26.98
LYNDA STUART	10005211	CENT-LINK 11/18-12/17/15	$40.26
SABINE M PONS-CHILTON	10004774	UVERSE 10/19-11/18/15	$140.00
WASTE MANAGEMENT	10004818	HIGGS BCH DEC 15	$117.48
WASTE MANAGEMENT	10004818	HIGGS DEC15	$2,262.22
WASTE MANAGEMENT	10005534	HIGGS JAN16	$2,262.22
WASTE MANAGEMENT	10005534	HIGGS BCH PRJ JAN16	$117.48
WASTE MANAGEMENT	10004818	L DUCK KEY DEC15	$409.52
WASTE MANAGEMENT	10005534	L DUCK KEY JAN16	$409.52
YVES VRIELYNCK	10004822	UVERSE 10/22-11/21/15	$75.00
			$23,469.92

TRAVEL

A JACK MEIER	10004837	FL ENCOUNTER 11/29-12/2/15	$167.31
A JACK MEIER	10005085	CHICAGO 12/13-16/15	$138.72
AMMIE MACHAN	10004578	DAC 12/1-2/15	$172.78
HANNS EBENSTEN TRAVEL	10004670	MEIER JACJSONVILLE 11/29-12/2/15	$622.20
HANNS EBENSTEN TRAVEL	10005180	MEIER CHICAGO 12/13-16/15	$825.20
HAROLD WHEELER	10004673	LOD ASSOC MTGS	$282.66
LIANA PYNE	10005204	NYC 1/7-11/16	$1,024.00
LIANA PYNE	10005204	SITE INSPECTION 12/8-12/15	$80.56
MAXINE PACINI	10004717	DAC MTGS 12/1-2/15	$167.20
RANDALL BOX	10004762	ATLANTA 10/9-12/15	$1,031.84
RITA IRWIN	10005244	TDC MTG	$50.88
SABINE PONS-CHILTON	10004774	ORLANDO 11/15-19/15	$2,326.46
STEVE K SMITH	10005258	FT LAUDERDALE 12/9-11/15	$350.80
VIRGINIA PANICO	10005286	COZUMEL 10/5-9/15	$427.56
YVES VRIELYNCK	10005290	TOLLS 11/5/15	$9.39
YVES VRIELYNCK	10005290	UK FAM TOUR 12/8-9/15	$613.88
			$8,291.44

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHEQUES DISTRIBUTED FOR THE MONTH OF DECEMBER 2015

VISITOR INFORMATION SERVICES			
GREATER KEY WEST CHAMBER	10004939	VIS NOV15	$27,813.36
GREATER MARATHON CHAMBER	10004940	VIS NOV15	$14,000.00
ISLAMORADA CHAMBER	10004948	VIS NOV15	$13,125.00
KEY LARGO CHAMBER	10004696	VIS NOV15	$12,425.00
LOWER KEYS CHAMBER	10005210	VIS NOV15	$7,980.00
			$75,343.36
			$2,332,278.87

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 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 December 31, 2015 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: $34,517,202 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 December 2015

(1 page)

MONROE COUNTY CLERK'S OFFICE
WARRANTS / VOUCHERS FOR THE MONTH ENDING DECEMBER 31, 2015
Prepared by: Finance Division

Accounts Payable/Grant Warrants	#10003499 - #10004288	$ 32,096,034.03
AP Wire Transfer		212,598.10
Workers' Compensation Warrants	#200116 - #20258	541,514.26
Payroll Warrants	#50000686- #50000743	1,461,288.45
Payroll Vouchers	#3061259 - #3062246	127,508.22
IRS Payroll Taxes	Electronic Payment	594,029.75
FRS Payroll Contributions	Electronic Payment	319,313.59
Payroll Transfers	Electronic Payment	63,464.80
Repayments of Bonds & Interest	Electronic Payment	8,601.34
Payments to State of Florida	Electronic Payment	8,179.34
Misc		-
NSF		205.00
Voided Checks		(915,534.39)
		$ 34,517,202.49

Check Date	Check Number	Vendor	Amount
12/8/2015	10004559	FL ASSOCIATION OF T	$ 10,485.00
12/09/15	10004606	BLUE CROSS & BLUE S	900,892.24
12/09/15	10004805	TYLER BETHEL	11.46
12/9/2015	10004808	UPPER KEYS MARINE C	1,251.84
12/16/2015	10004863	AT&T COMMUNICATION	494.22
12/18/2015	10005082	ROBERT B SHILLINGER	529.76
12/22/2015	10005275	THE MIAMI HERALD ME	1,869.87
			$ 915,534.39

December 2015
Summary (By Fund)
of
BOCC & TDC
Warrants, Voids
And Electronic Payments
(including Payroll)

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING DECEMBER 31, 2015
Prepared by: Finance Division

Fund	Expenditures by Fund	11/1/15-11/7/15 Week #1	11/8/15-11/14/15 Week #2	11/15/15-11/21/15 Week #3	11/22/15-11/28/15 Week #4	11/29/15-11/30/15 Week #5	TOTALS
001	General Fund	$ 317,689.00	$ 636,095.16	$ 473,621.92	$ 1,489,677.09	$ 110,829.75	$ 3,027,912.92
101	Fine & Forfeiture	$ 3,378,054.08	$ 83,036.77	$ 305,393.90	$ 63,027.65	$ 6,790,750.20	$ 10,620,262.60
102	Road/Bridges	$ 716.44	$ 111,074.31	$ 199,441.62	$ 51,971.16	$ 6,727.51	$ 369,931.04
115	Tourist Development Council (TDC) - Two Penny	$ 114,219.58	$ 70,716.55	$ 150,284.11	$ 16,994.06	$ 113,750.69	$ 465,964.99
116	TDC - Admin Promo 2 Cent	$ 547,140.21	$ 47,061.12	$ 42,308.57	$ 90,339.44	$ 656,985.20	$ 1,383,834.54
117	TDC - District 1 Third Cent	$ 122,315.33	$ 13,267.78	$ 43,182.78	$ 102,760.10	$ 22,911.06	$ 304,437.05
118	TDC - District 2 Third Cent	$ 1,733.33	$ 4,875.85	$ -	$ 9,810.27	$ 409.52	$ 16,828.97
119	TDC - District 3 Third Cent	$ 1,233.33	$ 995.67	$ 14,000.00	$ 88,934.77	$ 27,741.05	$ 132,904.82
120	TDC - District 4 Third Cent	$ 1,733.33	$ 992.49	$ 13,125.00	$ 106.54	$ -	$ 15,957.36
121	TDC - District 5 Third Cent	$ 2,000.00	$ 17,473.57	$ 1,146.36	$ 2,595.09	$ 10,142.38	$ 33,357.40
125	Grant Fund	$ 19,869.67	$ 56,816.76	$ 290,048.15	$ 67,123.01	$ 60,247.64	$ 494,105.23
130	Impact Fees/Roadways	$ -	$ -	$ -	$ -	$ -	$ -
141	Fire/Ambulance	$ 84,067.24	$ 296,402.52	$ 2,334.40	$ 324,799.15	$ 9,883.17	$ 717,486.48
144	Upper Keys Health Care	$ -	$ 403.07	$ -	$ 403.04	$ 1,837.61	$ 2,643.72
147	Unincorporated Service	$ 11,206.59	$ 46,041.87	$ 26,941.77	$ 19,169.22	$ 11,345.01	$ 114,704.46
148	Planning Building	$ 12,073.35	$ 187,012.43	$ 12,821.28	$ 171,551.01	$ 43,421.56	$ 426,879.63
149	Municipal Policing	$ 533,000.41	$ -	$ -	$ 20,643.51	$ 1,066,000.84	$ 1,619,644.76
150	E911 Enhancement Fund	$ -	$ -	$ -	$ -	$ -	$ -
152	Duck Key Security	$ 561.50	$ 417.80	$ 4,499.85	$ -	$ 336.90	$ 5,816.05
153	Local Housing Assistance	$ -	$ -	$ -	$ -	$ 82,473.31	$ 82,473.31
157	Boating Improvement Fund	$ 42,157.40	$ 7,063.28	$ 12,600.00	$ 48,113.29	$ 1,287.00	$ 111,220.97
158	Miscellaneous Special Revenue	$ 14,047.68	$ -	$ 3,677.87	$ 12,183.90	$ 2,304.93	$ 32,214.38
160	Environmental Restoration	$ 4,100.00	$ 2,580.24	$ -	$ 2,380.27	$ 52.56	$ 9,113.07
162	Law Enforcement Trust-600	$ -	$ -	$ 5,250.00	$ -	$ -	$ 5,250.00
163	Court Facilities	$ 545.09	$ 3,324.41	$ 1,050.64	$ 2,366.71	$ 1,319.01	$ 8,605.86
164	Drug Facilities Fees	$ -	$ -	$ 45,347.41	$ -	$ -	$ 45,347.41
166	Marathon Municipal Service	$ -	$ -	$ -	$ -	$ -	$ -
168	Bay Point Wastewater MSTU	$ -	$ -	$ -	$ -	$ -	$ -
169	Big Coppitt Wastewater	$ -	$ -	$ -	$ -	$ -	$ -
170	Key Largo Wastewater	$ -	$ -	$ -	$ -	$ -	$ -
171	Stock Island Wastewater	$ -	$ 586.86	$ -	$ 1,472.12	$ 234.90	$ 2,293.88
172	Cudjoe - Sugarloaf MSTU	$ -	$ -	$ -	$ 223.50	$ 151.05	$ 374.55
174	Conch Key MSTU	$ -	$ -	$ -	$ -	$ 182.55	$ 182.55
175	Long Key-Layton MSTU	$ -	$ -	$ -	$ -	$ -	$ -
176	Duck Key MSTU	$ -	$ -	$ -	$ -	$ -	$ -
180	Building Funds	$ 6,103.61	$ 123,517.94	$ 46.64	$ 78,008.98	$ 3,995.42	$ 211,672.59
201	Building Dept. (PK)	$ -	$ -	$ -	$ -	$ -	$ -
207	2003 Revenue Bonds	$ 8,601.34	$ -	$ -	$ -	$ -	$ 8,601.34
301	Building Dept (MTH)	$ -	$ -	$ -	$ -	$ -	$ -
304	1 Cent Infrastructure	$ 2,421.99	$ 122,735.66	$ 212,029.75	$ 124,182.53	$ 258,174.93	$ 719,544.86
308	Infrastructure Sales Tax Revenue	$ -	$ -	$ 15,400.00	$ -	$ 3,900.00	$ 19,300.00
310	Big Coppitt Wastewater	$ -	$ 30.09	$ -	$ 216.12	$ -	$ 246.21
311	Duck Key Wastewater	$ -	$ 445.91	$ -	$ 600.48	$ 412.65	$ 1,459.04
312	Cudjoe Regional WW Project	$ 1,174.00	$ 11,080.72	$ 2,543.75	$ 3,423.63	$ 8,000,000.00	$ 8,018,222.10
314	Series 2014 Revenue Bonds	$ -	$ 8,675.62	$ 26,250.00	$ 1,746.28	$ 190,880.85	$ 227,552.75
401	Card Sound Bridge	$ 667.02	$ 24,937.83	$ 1,544.19	$ 22,302.36	$ 31,556.64	$ 81,008.04
403	Marathon Airport	$ 86,683.93	$ 32,220.53	$ 4,017.37	$ 84,859.15	$ 23,338.46	$ 231,119.44
404	Key West Int'l Airport	$ 279,566.73	$ 201,622.24	$ 14,080.07	$ 140,439.24	$ 256,011.69	$ 891,719.97
406	PFC & Operating Restrictions	$ -	$ 12,043.20	$ -	$ -	$ -	$ 12,043.20
414	MSD Solid Waste	$ 18,668.65	$ 632,034.63	$ 627,893.58	$ 141,759.20	$ 7,059.03	$ 1,427,415.09
501	Workers' Compensation	$ 68,521.39	$ 339,085.10	$ 55,322.65	$ 35,861.89	$ 169,275.91	$ 668,066.94
502	Group Insurance Fund	$ 210,356.87	$ 228,463.46	$ 1,205,921.97	$ 7,779.14	$ 56.61	$ 1,652,578.05
503	Risk Management Fund	$ 32,838.18	$ 6,903.95	$ 4,325.00	$ 35,760.22	$ 70,677.85	$ 150,505.20
504	Fleet Management Fund	$ 9,048.12	$ 53,933.70	$ 10,741.68	$ 58,804.16	$ 10,467.01	$ 142,994.67
512	Transit (KW)	$ -	$ -	$ -	$ -	$ -	$ -
610	Fire/EMS LOSAP Trust Fund	$ 825.00	$ -	$ -	$ -	$ 2,580.00	$ 3,405.00
	Totals	**$ 5,933,940.39**	**$ 3,383,969.09**	**$ 3,827,192.28**	**$ 3,322,388.28**	**$ 18,049,712.45**	**$ 34,517,202.49**

Detail BOCC Warrant Listing

Accounts Payable

And Other

Warrants (Grants)

Including Voids Issued in

The Month of December 2015

(27 pages)

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING DECEMBER 31, 2015
Prepared by: Finance Division

Check Number	Check Date	Vendor	Check Amount
10004289	12/01/15	ISABEL R CONROY	$7.42
10004290	12/01/15	ISLAND PRIVATE CARE	$13,674.50
10004291	12/01/15	JENNA L FREDERICK T	$104.49
10004292	12/01/15	KEYS ENERGY SERVICE	$1,984.74
10004293	12/01/15	KEYS FIRE EXTINGUIS	$17.00
10004294	12/01/15	PEDRO FALCON ELECTR	$84,142.90
10004295	12/01/15	TRANQUILITY BAY AND	$1,763.12
10004296	12/01/15	TRANQUILITY BAY AND	$1,019.37
10004297	12/01/15	TRANQUILITY BAY AND	$1,179.06
10004298	12/02/15	AT&T COMMUNICATIONS	$13,642.19
10004299	12/02/15	A WAX WINDOW CLEANI	$230.00
10004300	12/02/15	AIDS HELP INC	$4,355.87
10004301	12/02/15	ALL KEYS REPORTING,	$1,061.00
10004302	12/02/15	ALLEN FUNERAL DIREC	$2,400.00
10004303	12/02/15	AMAZON. COM	$968.22
10004304	12/02/15	AMAZON. COM	$39.55
10004305	12/02/15	AMAZON. COM	$6.29
10004306	12/02/15	AMEC FOSTER WHEELER	$1,997.33
10004307	12/02/15	AMERICAN BANKERS IN	$15,999.00
10004308	12/02/15	AMERICAN LIBRARY AS	$225.00
10004309	12/02/15	AMERICAN UNDERWATER	$6,107.40
10004310	12/02/15	AMERIGAS PROPANE LP	$226.69
10004311	12/02/15	ANCHOR TOWING LLC	$315.00
10004312	12/02/15	ARNOLDS AUTO & MARI	$2,500.00
10004313	12/02/15	ARONBERG & ASSOCIAT	$350.00
10004314	12/02/15	AT&T	$879.93
10004315	12/02/15	AT&T	$781.75
10004316	12/02/15	AT&T	$503.90
10004317	12/02/15	AT&T	$86.41
10004318	12/02/15	AT&T	$13.81
10004319	12/02/15	AT&T MOBILITY	$132.30
10004320	12/02/15	AT&T MOBILITY - EOD	$379.99
10004321	12/02/15	AT&T MOBILITY - EOD	$119.97
10004322	12/02/15	B&H PHOTO & ELECTRO	$195.99
10004323	12/02/15	BAKER AND TAYLOR EN	$28.90
10004325	12/02/15	BAKER AND TAYLOR IN	$2,328.18
10004326	12/02/15	BANNER TIRE OF KEY	$1,040.46
10004327	12/02/15	BARNES ALARM SYSTEM	$607.11
10004328	12/02/15	BECKMANN'S AUTO KEY	$284.82
10004329	12/02/15	BERRY'S PAINT WALLP	$504.96
10004330	12/02/15	BLUE CROSS & BLUE S	$209,791.74

Check Number	Check Date	Vendor	Check Amount
10004331	12/02/15	BLUE CROSS BLUE SHI	$418.66
10004332	12/02/15	BLUE WATER MARINE S	$1,900.00
10004333	12/02/15	BOUND TREE MEDICAL	$20,224.83
10004334	12/02/15	BOYS & GIRLS CLUBS	$12,456.28
10004335	12/02/15	BRICKS R US	$1,178.00
10004336	12/02/15	BURKHARDS TRAILER &	$592.46
10004337	12/02/15	C.B. SCHMITT REAL E	$8,705.60
10004338	12/02/15	CABANAS PRINTING IN	$42.00
10004339	12/02/15	CABANAS PRINTING IN	$42.00
10004340	12/02/15	CABANAS PRINTING IN	$42.00
10004341	12/02/15	CALL ONE INC	$223.00
10004342	12/02/15	CANON FINANCIAL SER	$1,720.58
10004343	12/02/15	CANON FINANCIAL SER	$186.10
10004344	12/02/15	CAPITOL GROUP INC	$6,000.00
10004345	12/02/15	CAR PARTS AUTO	$697.00
10004346	12/02/15	CDW GOVERNMENT, INC	$1,164.38
10004347	12/02/15	CDW GOVERNMENT, INC	$1,366.69
10004348	12/02/15	CENGAGE LEARNING	$242.15
10004349	12/02/15	CHARLIE MATHER	$165.00
10004350	12/02/15	COMCAST	$17.94
10004351	12/02/15	COMCAST	$122.90
10004352	12/02/15	CONCH WASTEWATER, I	$603.32
10004353	12/02/15	COOKE COMMUNICATION	$11,749.32
10004354	12/02/15	COOKE COMMUNICATION	$1,099.00
10004355	12/02/15	COOKE COMMUNICATION	$90.00
10004356	12/02/15	COOKE COMMUNICATION	$156.45
10004357	12/02/15	COOKE COMMUNICATION	$163.90
10004358	12/02/15	COOKE COMMUNICATION	$89.40
10004359	12/02/15	COTTRELL WELDING &	$395.00
10004360	12/02/15	CURRY AND SONS INC	$183.30
10004361	12/02/15	DAVID P RICE	$343.60
10004362	12/02/15	DEAN LOPEZ FUNERAL	$5,006.27
10004363	12/02/15	DEEP BLUE PRINTING	$425.32
10004364	12/02/15	DEPARTMENT OF MANAG	$58.48
10004365	12/02/15	DEPARTMENT OF MANAG	$9.50
10004366	12/02/15	DEPARTMENT OF MANAG	$47.44
10004367	12/02/15	DEPARTMENT OF MANAG	$9.50
10004368	12/02/15	DEPARTMENT OF MANAG	$37.20
10004369	12/02/15	DEPARTMENT OF MANAG	$949.12
10004370	12/02/15	DIGIPRO MEDIA LLC	$850.00
10004371	12/02/15	DIGIPRO MEDIA LLC	$850.00
10004372	12/02/15	DION OIL COMPANY, L	$2,862.35
10004373	12/02/15	DIXIE ALUMINUM PROD	$65.69
10004374	12/02/15	DUDE SOLUTIONS INC	$3,150.00
10004375	12/02/15	DUNCAN'S AUTO SALES	$1,131.56
10004376	12/02/15	EARTHCHANNEL COMMUN	$6,990.00

Check Number	Check Date	Vendor	Check Amount
10004377	12/02/15	EMC OIL CORP	$38.50
10004378	12/02/15	EMEDCO INC	$2,296.65
10004379	12/02/15	ENVISION PHARMACEUT	$136.83
10004380	12/02/15	ERNEST RHODES PLUMB	$308.07
10004381	12/02/15	FEDERAL EXPRESS COR	$393.41
10004382	12/02/15	FEHER ENVIRONMENTAL	$49,885.00
10004383	12/02/15	FINER LINES INC	$119.88
10004384	12/02/15	FLAMINGO OIL CO	$692.30
10004385	12/02/15	FLAMINGO SHOP SERV	$863.52
10004386	12/02/15	FLORIDA DEPT OF TRA	$9.36
10004387	12/02/15	FLORIDA KEYS KEYNOT	$140.32
10004388	12/02/15	FLORIDA LIBRARY ASS	$100.00
10004389	12/02/15	FLORIDA LIBRARY ASS	$100.00
10004390	12/02/15	FLORIDA LIFTS, LLC	$337.27
10004391	12/02/15	FOREST TEK LUMBER I	$430.22
10004392	12/02/15	FORTRAC SOUTH FLORI	$1,267.57
10004393	12/02/15	FRANCIS AND LESLIE	$83.52
10004394	12/02/15	FRED STEINBRENNER	$139.74
10004395	12/02/15	G.O.C. INC. DBA ISL	$4,985.00
10004396	12/02/15	GARDENS OF EDEN OF	$6,625.00
10004397	12/02/15	GARY THE CARPENTER	$1,173.54
10004398	12/02/15	GARYS PLUMBING INC	$2,326.57
10004399	12/02/15	GEORGE HELM III, P.	$175.50
10004400	12/02/15	GFS FL LLC DBA GFS	$248.95
10004401	12/02/15	GLOBAL EQUIPMENT CO	$625.84
10004402	12/02/15	GOVCONNECTION, INC	$2,022.99
10004403	12/02/15	GOVCONNECTION, INC	$1,150.25
10004404	12/02/15	GOVCONNECTION, INC	$368.00
10004405	12/02/15	GRAFTON HARMON HEAT	$819.01
10004406	12/02/15	GRAINGER	$7,012.40
10004407	12/02/15	HARRY AND SHARON WA	$108.56
10004408	12/02/15	HARRY WARREN INC	$3,554.67
10004409	12/02/15	HASKINS PLUMBING, I	$570.00
10004410	12/02/15	HAWKS CAY INVESTORS	$250.00
10004411	12/02/15	HDR ENGINEERING, IN	$1,847.00
10004412	12/02/15	HEALTH DATA INSIGHT	$1,332.00
10004413	12/02/15	HEATHER CARRUTHERS	$50.00
10004414	12/02/15	HELICOPTER HELMET,	$139.00
10004415	12/02/15	HI-LITE AIRFIELD SE	$4,953.70
10004416	12/02/15	HUGHES SUPPLY INC	$583.86
10004417	12/02/15	INDIGENOUS LANDSCAP	$1,307.00
10004418	12/02/15	INTERISK CORPORATIO	$4,150.00
10004419	12/02/15	INTERLINE BRANDS IN	$148.58
10004420	12/02/15	INTERNATIONAL CODE	$135.00
10004421	12/02/15	INTERNATIONAL CODE	$240.00
10004422	12/02/15	IRENE TONER	$185.00

Check Number	Check Date	Vendor	Check Amount
10004423	12/02/15	ISLAND WATER LLC	$79.95
10004424	12/02/15	J AND M SCAFFOLDS	$121.04
10004425	12/02/15	J.P. COOKE CO.	$309.55
10004426	12/02/15	JAVIER GARRIDO	$1,843.60
10004427	12/02/15	JOHN K SMITH-SMITH	$17.49
10004428	12/02/15	JOHN MOORE	$12.00
10004429	12/02/15	JOHNSON ANSELMO MUR	$6,992.10
10004430	12/02/15	JULIE KACZKOWSKI	$89.04
10004431	12/02/15	K MART STORES 9224	$56.96
10004432	12/02/15	KEY WEST CHEMICAL &	$45.50
10004433	12/02/15	KEY WEST MORTUARY L	$4,800.00
10004434	12/02/15	KEY WEST WELDING &	$624.55
10004435	12/02/15	KEYBOARD PRODUCTION	$3,125.84
10004436	12/02/15	KEYS ENVIRONMENTAL	$517.33
10004437	12/02/15	KEYS FIRE EXTINGUIS	$2,863.50
10004438	12/02/15	KEYS PEST CONTROL	$665.00
10004439	12/02/15	KEYS SUPPLY, INC. -	$114.51
10004440	12/02/15	KEYSTONE US MGMT IN	$311.50
10004441	12/02/15	KLI SUPPLY INC TRUE	$53.22
10004442	12/02/15	KYM M PAPP	$174.03
10004443	12/02/15	KYZAR AIR CONDITION	$59.85
10004444	12/02/15	LAN TEC, INC	$475.21
10004445	12/02/15	LINDA BROOKS	$1,764.68
10004446	12/02/15	LIQUID O2 TRANSFILL	$1,525.00
10004447	12/02/15	LORA J ALBRITTON	$89.99
10004448	12/02/15	LOW KEY SUPPLY INC	$1,351.03
10004449	12/02/15	LUIS E TUYA	$1,745.00
10004450	12/02/15	M&M SMALL ENGINE II	$48.00
10004451	12/02/15	MARTIN WUERSTLIN II	$180.00
10004452	12/02/15	MAVERICK UNITED ELE	$102.32
10004453	12/02/15	MC CLERK OF THE CIR	$882.11
10004454	12/02/15	MCCULLOUGH PREMIUM	$39.00
10004455	12/02/15	MCKENDRY BUILDERS I	$94.20
10004456	12/02/15	MEDICAL EDUCATION C	$1,150.00
10004457	12/02/15	MELISSA A MYERS	$75.16
10004458	12/02/15	MES MUNICIPAL EMERG	$342.07
10004459	12/02/15	MIKE ELIAS	$114.00
10004460	12/02/15	MONROE COUNTY CLERK	$0.45
10004461	12/02/15	MONROE COUNTY CLERK	$398.00
10004462	12/02/15	MONROE COUNTY CLERK	$1,174.00
10004463	12/02/15	MONROE COUNTY SHERI	$10,843.95
10004464	12/02/15	MONROE COUNTY SHERI	$3,886,345.56
10004465	12/02/15	MONROE COUNTY SHERI	$192,235.08
10004466	12/02/15	NATIONAL ASSOCIATIO	$75.00
10004467	12/02/15	NEUSTAR INC	$60.00
10004468	12/02/15	NEXT PLUMBING SUPPL	$701.84

Check Number	Check Date	Vendor	Check Amount
10004469	12/02/15	NORTH AMERICA FIRE	$1,367.22
10004474	12/02/15	OFFICE DEPOT INC	$7,570.40
10004475	12/02/15	PARADISE DISTRIBUTI	$2,238.96
10004476	12/02/15	PATRICIA A BARKER	$29.00
10004477	12/02/15	PATRICIA J HILLMAN	$165.00
10004478	12/02/15	PENGUIN RANDOM HOUS	$57.45
10004479	12/02/15	PITNEY BOWES GLOBAL	$1,116.00
10004480	12/02/15	PROGRESSIVE EXPRESS	$36.00
10004481	12/02/15	PUBLIX SUPER MARKET	$803.48
10004482	12/02/15	PUMPOUT USA	$31,650.00
10004483	12/02/15	PURE HEALTH SOLUTIO	$149.85
10004484	12/02/15	PUT YOUR NAME ON AN	$40.00
10004485	12/02/15	QUILL CORP	$726.14
10004486	12/02/15	RAYBRO C E D	$1,405.56
10004487	12/02/15	RECORDED BOOKS LLC	$1,190.32
10004488	12/02/15	REXEL CONSOLIDATED	$1,350.70
10004489	12/02/15	RISSMAN,BARRRETT,HU	$1,509.75
10004490	12/02/15	ROBERT BLESER	$480.00
10004491	12/02/15	ROTARY CLUB OF KEY	$10,000.00
10004492	12/02/15	ROY KHANNA	$1,187.79
10004493	12/02/15	SANDS OF THE KEYS I	$981.91
10004494	12/02/15	SCALE-RITE INC	$805.00
10004495	12/02/15	SEASHIME II LLC	$5,929.25
10004496	12/02/15	SHERWIN WILLIAMS -	$946.09
10004497	12/02/15	SHI INTERNATIONAL C	$12,565.00
10004498	12/02/15	SKIP&TINA INC DBA T	$95.00
10004499	12/02/15	SOLARWINDS, INC	$6,216.00
10004500	12/02/15	SOUTH FLORIDA REGIO	$275.00
10004501	12/02/15	SPECIALTY HARDWARE	$43.21
10004502	12/02/15	SPORT SUPPLY GROUP,	$6,458.50
10004503	12/02/15	STATE OF FLORIDA -	$728.00
10004504	12/02/15	STATEWIDE GUARDIAN	$3,012.47
10004505	12/02/15	STEFANIE BARRETT	$75.00
10004506	12/02/15	STEVEN BELLO	$362.99
10004507	12/02/15	STOCKTON MAINTENANC	$3,525.66
10004508	12/02/15	STRUNK ACE HARDWARE	$370.03
10004509	12/02/15	STURTZ LOCK AND SAF	$110.00
10004510	12/02/15	SUB ZERO AIR CONDIT	$805.00
10004511	12/02/15	SUN COMMUNICATIONS	$124.00
10004512	12/02/15	SUNGARD PUBLIC SECT	$195.00
10004513	12/02/15	SUNMASTERS AM INC	$4,150.00
10004514	12/02/15	SUPERBOAT INTERNATI	$120,000.00
10004515	12/02/15	SVC LIGHTING AND EL	$1,489.84
10004516	12/02/15	SWEETWATER ENVIRONM	$13,171.36
10004517	12/02/15	TAV MOWER LLC	$162.67
10004518	12/02/15	TEN 8 FIRE EQUIPMEN	$56,990.39

Check Number	Check Date	Vendor	Check Amount
10004519	12/02/15	THE FLORIDA STATE U	$5,950.00
10004520	12/02/15	THE HOME DEPOT COMM	$1,942.08
10004522	12/02/15	THE HOME DEPOT COMM	$3,110.31
10004523	12/02/15	THE MIAMI HERALD ME	$319.48
10004524	12/02/15	THE PORTER ALLEN CO	$450.00
10004525	12/02/15	THOMSON REUTERS WES	$1,682.40
10004526	12/02/15	THYSSENKRUPP ELEVAT	$561.01
10004527	12/02/15	TIGER DIRECT INC	$2,588.20
10004528	12/02/15	TIM MATTHEWS TREE &	$4,100.00
10004530	12/02/15	TINSLEY ADVERTISING	$518,161.64
10004531	12/02/15	TRULY NOLEN OF AMER	$1,195.00
10004532	12/02/15	ULINE, INC.	$3,176.87
10004533	12/02/15	UNITED PARCEL SERVI	$202.86
10004534	12/02/15	UNITED STATES POSTA	$570.00
10004535	12/02/15	UNIVERSITY OF MIAMI	$4,000.00
10004536	12/02/15	WATERVIEW ESTATES O	$1,700.00
10004537	12/02/15	WEST MARINE DBA POR	$17.48
10004538	12/02/15	WHEATONS SERVICE CE	$90.00
10004539	12/02/15	WILL THOMPSON	$46.64
10004540	12/02/15	WILL THOMPSON	$275.00
10004541	12/02/15	WINDSWEPT INC DBA	$85.00
10004542	12/02/15	WINN DIXIE STORES I	$613.86
10004543	12/02/15	WOLVERINE BRASS, IN	$619.13
10004544	12/02/15	WRIGHT NATIONAL FLO	$5,504.00
10004545	12/02/15	XEROX CORPORATION	$1,132.91
10004546	12/02/15	XEROX CORPORATION	$416.00
10004547	12/02/15	ZEE MEDICAL SERVICE	$235.94
10004548	12/02/15	ZIRMED INC.	$126.80
10004549	12/04/15	CITY OF KEY WEST TR	$52,492.27
10004550	12/04/15	MONROE COUNTY SUPV	$121,273.58
10004551	12/04/15	NANCY BANKSTON	$180.28
10004552	12/04/15	PFM ASSET MANAGEMEN	$7,450.23
10004553	12/08/15	AT&T MOBILITY	$136.81
10004554	12/08/15	AT&T MOBILITY - EOD	$215.94
10004555	12/08/15	BURKE CONSTRUCTION	$77,935.18
10004556	12/08/15	CURRIE SOWARDS AGUI	$972.50
10004557	12/08/15	EAC CONSULTING, INC	$46,202.71
10004558	12/08/15	EE&G ENVIRONMENTAL	$8,000.00
10004559	12/08/15	FL ASSOCIATION OF T	$10,485.00
10004560	12/08/15	FLORIDA KEYS ELECTR	$375.00
10004561	12/08/15	G.O.C. INC. DBA ISL	$36,292.31
10004562	12/08/15	ISLAND PRIVATE CARE	$7,300.88
10004563	12/08/15	JACOBS PROJECT MANA	$61,810.72
10004564	12/08/15	NEWTON & ASSOCIATES	$5,526.77
10004565	12/08/15	OFFICE DEPOT INC	$325.56
10004566	12/08/15	PARADISE DIVERS INC	$19,006.80

Check Number	Check Date	Vendor	Check Amount
10004567	12/08/15	RS&H	$1,998.60
10004568	12/08/15	STAPLES, INC & SUBS	$130.05
10004569	12/08/15	TRANQUILITY BAY AND	$643.13
10004570	12/09/15	AARON COLLER	$160.00
10004571	12/09/15	ABOVE ALL GARAGE DO	$972.88
10004572	12/09/15	AFLAC GENERAL	$530.76
10004573	12/09/15	AFLAC SECTION 125	$3,377.89
10004574	12/09/15	AIRGAS INC	$93.23
10004575	12/09/15	ALEXSANDRA CORSI LE	$360.00
10004576	12/09/15	AMERICAN HEALTHCARE	$187.37
10004577	12/09/15	AMEUROP PHONE ASSIS	$1,500.00
10004578	12/09/15	AMMIE MACHAN	$172.78
10004579	12/09/15	ANFIELD CONSULTING	$12,858.00
10004580	12/09/15	ARNOLDS AUTO & MARI	$5,000.00
10004581	12/09/15	AT&T	$42.68
10004582	12/09/15	AT&T	$1,052.66
10004583	12/09/15	AT&T	$202.45
10004584	12/09/15	AT&T	$1,198.00
10004585	12/09/15	AT&T	$94.75
10004586	12/09/15	AT&T	$1,638.58
10004587	12/09/15	AT&T	$413.00
10004588	12/09/15	AT&T	$515.60
10004589	12/09/15	AT&T	$7.29
10004591	12/09/15	AT&T MOBILITY	$8,804.58
10004592	12/09/15	AT&T MOBILITY - EOD	$399.99
10004593	12/09/15	AT&T MOBILITY - EOD	$1,682.25
10004594	12/09/15	B&H PHOTO & ELECTRO	$1,429.10
10004595	12/09/15	BAKER AND TAYLOR EN	$73.82
10004597	12/09/15	BAKER AND TAYLOR IN	$1,692.79
10004598	12/09/15	BALTIMORE AIRCOIL C	$3,419.13
10004599	12/09/15	BANNER TIRE OF KEY	$1,163.60
10004600	12/09/15	BECKMANN'S AUTO PAR	$25.47
10004601	12/09/15	BECKMANNS AUTO SUPP	$32.53
10004602	12/09/15	BENEATH THE SEA, IN	$4,675.00
10004603	12/09/15	BERRY'S PAINT WALLP	$803.26
10004604	12/09/15	BJ ALAN COMPANY	$1,257.36
10004605	12/09/15	BLACK FIRE PROTECTI	$1,800.00
10004606	12/09/15	BLUE CROSS & BLUE S	$900,892.24
10004607	12/09/15	BOYS & GIRLS CLUBS	$3,181.04
10004608	12/09/15	BUCCANEER COURIER I	$7,600.00
10004609	12/09/15	CABANAS PRINTING IN	$280.00
10004610	12/09/15	CALIFORNIA STATE DI	$251.53
10004611	12/09/15	CALL ONE INC	$223.00
10004612	12/09/15	CARROT TOP INDUSTRI	$1,678.90
10004613	12/09/15	CDW GOVERNMENT, INC	$104.90
10004614	12/09/15	CERTIFIED LOWER KEY	$258.12

Check Number	Check Date	Vendor	Check Amount
10004615	12/09/15	CHARTER PEST CONTRO	$413.00
10004616	12/09/15	CHRISTINE MORGAN	$18.55
10004617	12/09/15	CHRISTOPHER M. HAWK	$216.53
10004618	12/09/15	CLERK OF THE CIRCUI	$33.50
10004619	12/09/15	CLIFFHANGER JANITOR	$26,247.40
10004620	12/09/15	COMCAST	$62.90
10004621	12/09/15	COMCAST	$35.88
10004622	12/09/15	COMCAST	$6.66
10004623	12/09/15	COMCAST	$14.95
10004624	12/09/15	COMCAST	$20.93
10004625	12/09/15	COMCAST BUSINESS CO	$29,224.52
10004626	12/09/15	COOKE COMMUNICATION	$566.20
10004627	12/09/15	CULVERS CLEANING CO	$1,483.53
10004628	12/09/15	CYNTHIA L HALL	$1,119.07
10004629	12/09/15	DANISE D HENRIQUEZ	$116.55
10004630	12/09/15	DARREN JENSEN	$400.00
10004631	12/09/15	DEPARTMENT OF JUVEN	$16,670.77
10004632	12/09/15	DEPARTMENT OF MANAG	$78.73
10004633	12/09/15	DION OIL COMPANY, L	$19,903.88
10004634	12/09/15	DISCOUNT SCHOOL SUP	$153.44
10004635	12/09/15	DONALD M STULLKEN	$460.00
10004636	12/09/15	DS WATERS OF AMERIC	$58.15
10004637	12/09/15	EAC CONSULTING, INC	$1,155.21
10004638	12/09/15	ENVISION PHARMACEUT	$212,296.35
10004639	12/09/15	ERIC SROT	$3,157.17
10004640	12/09/15	EVAN CALHOUN	$220.00
10004641	12/09/15	FEDERAL EXPRESS COR	$10.85
10004642	12/09/15	FERENCIK LIBANOFF B	$2,174.56
10004643	12/09/15	FISHERMENS HOSPITAL	$175.00
10004644	12/09/15	FL KEYS LINEN CO LL	$92.48
10004645	12/09/15	FLKSHRM	$150.00
10004646	12/09/15	FLKSHRM	$150.00
10004647	12/09/15	FLORIDA ASSISTED LI	$275.00
10004650	12/09/15	FLORIDA KEYS AQUEDU	$16,633.98
10004651	12/09/15	FLORIDA KEYS ELECTR	$12,791.98
10004652	12/09/15	FLORIDA KEYS ELECTR	$2,442.33
10004653	12/09/15	FLORIDA LIBRARY ASS	$75.00
10004654	12/09/15	FLORIDA POWER & LIG	$413.44
10004655	12/09/15	FOREST TEK LUMBER I	$393.73
10004656	12/09/15	FLORIDA PUBLIC HUMA	$55.00
10004657	12/09/15	FRANCIS T MOORE JR	$200.86
10004658	12/09/15	FREDDY RODRIGUEZ	$440.00
10004659	12/09/15	FUTCH'S TRACTOR DEP	$13,100.00
10004660	12/09/15	GARY L JOHNSON	$56.18
10004661	12/09/15	GEORGE R NEUGENT	$244.74
10004662	12/09/15	GOING VENTURES LLC	$1,001.10

Check Number	Check Date	Vendor	Check Amount
10004663	12/09/15	GORDON FORGET & TRA	$1,061.20
10004664	12/09/15	GOVCONNECTION, INC	$726.83
10004665	12/09/15	GOVCONNECTION, INC	$75.00
10004666	12/09/15	GRA LLC	$1,953.66
10004667	12/09/15	GRAINGER	$408.36
10004668	12/09/15	GREG KORZEN	$480.00
10004669	12/09/15	GROWERS EQUIPMENT C	$605.69
10004670	12/09/15	HANNS EBENSTEN TRAV	$622.20
10004671	12/09/15	HANNS EBENSTEN TRAV	$653.70
10004672	12/09/15	HANNS EBENSTEN TRAV	$1,242.40
10004673	12/09/15	HAROLD WHEELER	$282.66
10004674	12/09/15	HEART OF THE KEYS R	$2,901.00
10004675	12/09/15	HERITAGE FOOD SVC G	$3,787.69
10004676	12/09/15	HUMANE ANIMAL CARE	$21,034.80
10004677	12/09/15	IAFF LOCAL #3909	$1,820.00
10004678	12/09/15	INTERLINE BRANDS IN	$523.61
10004679	12/09/15	INTERNATIONAL BUS.	$2,941.00
10004680	12/09/15	ISLAMORADA CARPET C	$820.00
10004681	12/09/15	JAMES ALAN MACEACHE	$1,031.11
10004682	12/09/15	JAMES E SHARPE III	$5,956.50
10004683	12/09/15	JDO INSIGHTS INC DB	$5,856.25
10004684	12/09/15	JENNIFER SANCHEZ	$1,750.00
10004685	12/09/15	JESSE A JONES	$1,943.58
10004686	12/09/15	JOHN MASSOUD	$32.86
10004687	12/09/15	JOHN R GRAY	$65.16
10004688	12/09/15	JOLLY RODGERS HOLDI	$2,687.26
10004689	12/09/15	JOSE COLLAZO	$93.22
10004690	12/09/15	JWM BUILDERS INC	$1,210.08
10004691	12/09/15	K MART KEY WEST 472	$158.98
10004692	12/09/15	KARINA BAY RESORT L	$256.18
10004693	12/09/15	KEITH & SCHNARS, PA	$9,377.22
10004694	12/09/15	KEVIN P MASON BUILD	$55.88
10004695	12/09/15	KEY CONSTRUCTION AN	$175.36
10004696	12/09/15	KEY LARGO CHAMBER O	$12,425.00
10004697	12/09/15	KEY LARGO OCEAN ADV	$3,710.94
10004698	12/09/15	KEY WEST CHEMICAL &	$183.85
10004699	12/09/15	KEY WEST CITIZEN	$150.00
10004700	12/09/15	KEY WEST ELECTRICAL	$80.70
10004701	12/09/15	KEY WEST FAMILY MED	$145.00
10004702	12/09/15	KEY WEST WELDING &	$255.20
10004704	12/09/15	KEYS ENERGY SERVICE	$18,699.56
10004705	12/09/15	KEYS PEST CONTROL	$783.00
10004706	12/09/15	KEYS SANITARY SERVI	$187,028.30
10004707	12/09/15	KEYS TO BE THE CHAN	$9,030.00
10004708	12/09/15	KLI SUPPLY INC TRUE	$34.93
10004709	12/09/15	LIFETIME DOCK AND L	$611.54

Check Number	Check Date	Vendor	Check Amount
10004710	12/09/15	LINDA MIXON	$220.00
10004711	12/09/15	LOW KEY SUPPLY INC	$70.67
10004712	12/09/15	MANLEY DEBOER LUMBE	$113.24
10004713	12/09/15	MARATHON COMMUNITY	$7,090.00
10004714	12/09/15	MARATHON GARBAGE SE	$2,988.33
10004715	12/09/15	MARATHON GARBAGE SE	$159,520.35
10004716	12/09/15	MARK A ALMQUIST	$3,002.70
10004717	12/09/15	MAXINE PACINI	$167.20
10004718	12/09/15	MC CLERK OF THE CIR	$639.77
10004719	12/09/15	MEETING PROFESSIONA	$465.00
10004720	12/09/15	MELISSA WILSON	$30.00
10004721	12/09/15	MERIDE MERCADO	$46.75
10004722	12/09/15	METROPOLITAN EXPOSI	$4,753.99
10004723	12/09/15	MICHAEL AND JULIA W	$1,269.50
10004724	12/09/15	MICHAEL S WILES	$40.05
10004725	12/09/15	MICHELLE WYMAN LEE	$720.00
10004726	12/09/15	MICHIGAN STATE DISB	$199.50
10004727	12/09/15	MICROGENICS CORPORA	$9,926.00
10004728	12/09/15	MILLOS THREE STARS	$2,870.64
10004729	12/09/15	MONROE ASSOC RETARD	$28,250.00
10004730	12/09/15	MONROE COUNCIL OF T	$6,486.50
10004731	12/09/15	MONROE COUNTY FENCE	$61.34
10004732	12/09/15	MORADA WAY ARTS & C	$603.50
10004733	12/09/15	MR & MRS WILLIAM SP	$3,900.76
10004734	12/09/15	NATIONAL POOL DESIG	$540.76
10004735	12/09/15	NATIONWIDE PLUMBING	$3,990.00
10004736	12/09/15	NATIVE CONSTRUCTION	$163.80
10004737	12/09/15	NEW VENTURES OF FL	$186.22
10004738	12/09/15	NIVALDO L VEGA	$589.89
10004739	12/09/15	NIVAR GROUP INC	$821.76
10004740	12/09/15	NOLY BUILDERS INC	$1,853.75
10004741	12/09/15	NVJ MULTISERVICES I	$44.94
10004742	12/09/15	OCEAN AUDIO SERVICE	$79.90
10004743	12/09/15	OCEAN REEF CLUB INC	$28,916.94
10004744	12/09/15	OFFICE DEPOT INC	$536.01
10004745	12/09/15	OHIO CHILD SUPPOSRT	$132.61
10004746	12/09/15	ORIENTAL TRADING CO	$357.71
10004747	12/09/15	PABIAN PROPERTIES L	$4,274.08
10004748	12/09/15	PARADISE DISTRIBUTI	$289.50
10004749	12/09/15	PAVER DAVE INC	$251.54
10004750	12/09/15	PEDRO FALCON ELECTR	$10,485.00
10004751	12/09/15	PEEBLES & SMITH LLC	$6,000.00
10004752	12/09/15	PENGUIN RANDOM HOUS	$138.90
10004753	12/09/15	PENNY BONVINI	$75.65
10004755	12/09/15	PETE MEYERS	$3,747.24
10004756	12/09/15	PINEWOOD ENTERPRISE	$36.04

Check Number	Check Date	Vendor	Check Amount
10004757	12/09/15	PRINTING PLUS OF KE	$455.00
10004758	12/09/15	PROFESSIONAL MARINE	$139.74
10004759	12/09/15	PROPLAZA LLC	$13,418.56
10004760	12/09/15	PUBLIX SUPER MARKET	$560.47
10004761	12/09/15	PUBLIX SUPERMARKETS	$42.56
10004762	12/09/15	RANDELL G. BOX	$1,031.84
10004763	12/09/15	RAYBRO C E D	$37.57
10004764	12/09/15	RECORDED BOOKS LLC	$1,764.78
10004765	12/09/15	REEL-SCOUT INC.	$1,200.00
10004766	12/09/15	RICHARD WANG	$620.00
10004767	12/09/15	ROCK HARBOR MARINA	$438.18
10004768	12/09/15	ROGER ALLEN DUFF	$106.80
10004769	12/09/15	RONALD NELSONS HOME	$115.04
10004770	12/09/15	ROSEDREW, INC. DBA	$810.08
10004771	12/09/15	RUDY KRAUSE CONSTRU	$92.34
10004772	12/09/15	S FLORIDA BOILER &	$485.64
10004773	12/09/15	S.B. PAINTING & GRO	$10,800.00
10004774	12/09/15	SABINE M PONS-CHILT	$2,466.46
10004775	12/09/15	SBA NETWORK SERVICE	$177.76
10004776	12/09/15	SCHEHR & ASSOCIATES	$163.28
10004777	12/09/15	SCOOBY'S GOURMET PO	$99.76
10004778	12/09/15	SCUBA PROPERTIES CO	$4,200.00
10004779	12/09/15	SEAMARK CONSTRUCTIO	$440.74
10004780	12/09/15	SEMINOLE TIKI HUTS	$296.28
10004781	12/09/15	SHERWIN WILLIAMS -	$193.73
10004782	12/09/15	SHIPS WAY INC	$1,238.21
10004783	12/09/15	SIEMENS INDUSTRY, I	$2,182.34
10004784	12/09/15	SITE HORIZONS LLC	$228.26
10004785	12/09/15	SONGER CONSTRUCTION	$152.68
10004786	12/09/15	SONYA MORGAN	$400.00
10004787	12/09/15	SOUTHEAST MARINE CO	$261.88
10004788	12/09/15	SPECIALTY HARDWARE	$55.90
10004789	12/09/15	SPENCER CURRY	$240.00
10004790	12/09/15	STEFANIE BARRETT	$50.00
10004791	12/09/15	STRUNK ACE HARDWARE	$364.20
10004792	12/09/15	STUART NEWMAN ASSOC	$44,164.78
10004793	12/09/15	SUB ZERO AIR CONDIT	$829.53
10004794	12/09/15	SUNBELT RENTALS, IN	$450.00
10004795	12/09/15	SUSAN WARD DBA/MY-P	$317.80
10004796	12/09/15	T BUILDERS INC	$626.16
10004797	12/09/15	TEAMSTERS LOCAL UNI	$677.10
10004798	12/09/15	THATCHDEPOT.COM, IN	$65.58
10004799	12/09/15	THE HOME DEPOT COMM	$646.91
10004800	12/09/15	THE HOME DEPOT COMM	$1,791.43
10004801	12/09/15	THE MIAMI HERALD ME	$671.30
10004802	12/09/15	THE PALMS AT CORAL	$794.06

Check Number	Check Date	Vendor	Check Amount
10004803	12/09/15	THEODORE FAUBER	$14,333.34
10004804	12/09/15	THOMAS R BEAVER MD	$52,614.16
10004805	12/09/15	TYLER BETHEL	$11.46
10004806	12/09/15	UNITED WAY OF MONRO	$30.00
10004807	12/09/15	UNIVERSAL SIGNS & A	$230.00
10004808	12/09/15	UPPER KEYS MARINE C	$1,251.84
10004809	12/09/15	US DEPARTMENT OF TR	$25.00
10004810	12/09/15	US TRAVEL ASSOCIATI	$29,265.00
10004811	12/09/15	VARIABLE ANNUITY LI	$5,450.00
10004812	12/09/15	VERITEXT CORP DBA	$7,315.30
10004813	12/09/15	VERIZON WIRELESS SE	$108.21
10004814	12/09/15	VICKIE LOCKWOOD	$220.00
10004815	12/09/15	VIRGILIO DE ARCE	$2,071.02
10004816	12/09/15	VISION SERVICE PLAN	$8,135.00
10004817	12/09/15	WASTE MANAGEMENT IN	$219,937.74
10004818	12/09/15	WASTE MANAGEMENT OF	$19,139.48
10004819	12/09/15	WOLVERINE BRASS, IN	$326.73
10004820	12/09/15	WORLD OF WATER, INC	$2,300.00
10004821	12/09/15	XEROX CORPORATION	$275.66
10004822	12/09/15	YVES VRIELYNCK	$341.00
10004823	12/15/15	ALFRED ALTUVE	$250.00
10004824	12/15/15	CDW GOVERNMENT, INC	$809.40
10004825	12/15/15	COASTAL GUNITE CONS	$254,649.75
10004826	12/15/15	COMPUTYPE INC	$270.70
10004827	12/15/15	DEPARTMENT OF MANAG	$533.02
10004828	12/15/15	FLORIDA KEYS ELECTR	$2,145.52
10004829	12/15/15	GA FOOD SERVICE INC	$2,427.89
10004830	12/15/15	ISABEL R CONROY	$137.27
10004831	12/15/15	KEYS ENERGY SERVICE	$2,431.60
10004832	12/15/15	OFFICE DEPOT INC	$235.23
10004833	12/15/15	PARSONS BRINCKERHOF	$24,286.40
10004834	12/15/15	TONNY JOYCE	$569.22
10004835	12/15/15	TRANQUILITY BAY AND	$1,360.63
10004836	12/16/15	A & B EXTERMINATORS	$500.00
10004837	12/16/15	A JACK MEIER JR	$167.31
10004838	12/16/15	A WAX WINDOW CLEANI	$550.00
10004839	12/16/15	ACCELA INC	$3,840.00
10004840	12/16/15	ADAMS BENEFIT CORP	$2,541.66
10004841	12/16/15	ADVANCE WATER TECHN	$1,361.00
10004842	12/16/15	AFCC-ASSOC. FAMILY	$200.00
10004843	12/16/15	AIR MECHANICAL & SE	$984.25
10004844	12/16/15	AIRGAS INC	$127.67
10004845	12/16/15	AMAZON. COM	$111.96
10004846	12/16/15	AMERICAN LIBRARY AS	$209.00
10004847	12/16/15	AMERICAN LIBRARY AS	$74.00
10004848	12/16/15	AMERICAN LIBRARY AS	$209.00

Check Number	Check Date	Vendor	Check Amount
10004849	12/16/15	AMERICAN LIBRARY AS	$104.00
10004850	12/16/15	ANCHOR TOWING LLC	$305.00
10004851	12/16/15	ANNA HASKINS	$81.25
10004852	12/16/15	ARNOLDS AUTO & MARI	$12,600.00
10004853	12/16/15	AT&T	$956.68
10004854	12/16/15	AT&T	$1,374.91
10004855	12/16/15	AT&T	$3,693.75
10004856	12/16/15	AT&T	$605.60
10004857	12/16/15	AT&T	$375.60
10004858	12/16/15	AT&T	$475.60
10004859	12/16/15	AT&T	$515.60
10004860	12/16/15	AT&T	$1,575.00
10004861	12/16/15	AT&T	$605.60
10004862	12/16/15	AT&T	$84.28
10004863	12/16/15	AT&T COMMUNICATION	$494.22
10004864	12/16/15	AT&T DATACOMM LLC	$188.80
10004865	12/16/15	AT&T MOBILITY	$797.16
10004866	12/16/15	AT&T MOBILITY - EOD	$1,754.40
10004867	12/16/15	BANNER TIRE OF KEY	$1,999.56
10004868	12/16/15	BARNES ALARM SYSTEM	$1,539.76
10004869	12/16/15	BARNETT BOLT KIRKWO	$300.00
10004870	12/16/15	BARRETT AND COMPANY	$534.00
10004871	12/16/15	BECKMANN'S AUTO KEY	$818.26
10004872	12/16/15	BECKMANN'S AUTO PAR	$88.15
10004874	12/16/15	BECKMANNS AUTO SUPP	$2,747.66
10004875	12/16/15	BERRY'S PAINT WALLP	$2,137.50
10004876	12/16/15	BLACK FIRE PROTECTI	$800.43
10004877	12/16/15	BLUE CROSS & BLUE S	$1,131,746.98
10004878	12/16/15	BURKE CONSTRUCTION	$79,650.00
10004879	12/16/15	BURKHARDS TRAILER &	$14.58
10004880	12/16/15	CANON FINANCIAL SER	$728.18
10004881	12/16/15	CAR PARTS AUTO	$449.42
10004882	12/16/15	CAROL SCHRECK	$110.88
10004883	12/16/15	CAROLINA SOFTWARE I	$606.01
10004884	12/16/15	CDW GOVERNMENT, INC	$71.87
10004885	12/16/15	CHARTER PEST CONTRO	$191.00
10004886	12/16/15	COLTON BUTLER	$81.25
10004887	12/16/15	COMCAST	$107.85
10004888	12/16/15	COMCAST	$102.85
10004889	12/16/15	COMCAST	$287.85
10004890	12/16/15	COMCAST	$66.76
10004891	12/16/15	COMCAST	$104.55
10004892	12/16/15	COMCAST	$62.90
10004893	12/16/15	COMCAST	$147.85
10004894	12/16/15	COMCAST BUSINESS CO	$810.25
10004895	12/16/15	COOKE COMMUNICATION	$4,685.00

Check Number	Check Date	Vendor	Check Amount
10004896	12/16/15	COOKE COMMUNICATION	$141.55
10004897	12/16/15	CORRECTIONS PRODUCT	$1,850.00
10004898	12/16/15	CURRIE SOWARDS AGUI	$26,250.00
10004899	12/16/15	CVS PHARMACY, INC.	$401.99
10004900	12/16/15	DANISE D HENRIQUEZ	$116.55
10004901	12/16/15	DARREN JENSEN	$320.00
10004902	12/16/15	DAVID FERNANDEZ	$820.00
10004903	12/16/15	DEMCO INC	$503.10
10004904	12/16/15	DESTI METRICS, LLC	$1,002.00
10004905	12/16/15	DIVERSIFIED SERVICE	$450.00
10004906	12/16/15	DIXIE ALUMINUM PROD	$13.47
10004907	12/16/15	DON REID FORD, INC	$37,176.00
10004908	12/16/15	DONALD M STULLKEN	$240.00
10004909	12/16/15	DOUG SPOSITO	$130.00
10004910	12/16/15	DOUGLAS N HIGGINS I	$178,831.80
10004911	12/16/15	DS WATERS OF AMERIC	$269.15
10004912	12/16/15	DUNCAN'S AUTO SALES	$447.67
10004913	12/16/15	EAC CONSULTING, INC	$4,118.05
10004914	12/16/15	EE&G ENVIRONMENTAL	$11,154.42
10004915	12/16/15	EMPLOYERS MUTUAL, I	$5,979.42
10004916	12/16/15	ENERGY3, LLC	$96,997.16
10004917	12/16/15	ENVISION PHARMACEUT	$46,941.11
10004918	12/16/15	ERIN L DEADY, PA	$3,975.00
10004919	12/16/15	ESRI INC	$50,000.00
10004920	12/16/15	EVAN CALHOUN	$440.00
10004921	12/16/15	FL ASSOC OF CNTY AG	$100.00
10004922	12/16/15	FIRST AMERICAN TELE	$80.00
10004923	12/16/15	FL ST HORTICULTURAL	$60.00
10004924	12/16/15	FLORIDA KEYS AQUEDU	$6,238.50
10004925	12/16/15	FLORIDA KEYS AQUEDU	$504.06
10004926	12/16/15	FLORIDA KEYS ELECTR	$272.00
10004927	12/16/15	FLORIDA LIBRARY ASS	$510.00
10004928	12/16/15	FOREST TEK LUMBER I	$532.45
10004929	12/16/15	FREDDY RODRIGUEZ	$680.00
10004930	12/16/15	FREEMAN DECORATING	$4,891.22
10004931	12/16/15	G & K SERVICES INC	$457.20
10004932	12/16/15	GALLAGHER BENEFIT S	$10,750.00
10004933	12/16/15	GEI CONSULTANTS INC	$1,100.00
10004934	12/16/15	GEORGE HELM III, P.	$4,170.00
10004935	12/16/15	GET IT ACROSS	$26,186.22
10004936	12/16/15	GFS FL LLC DBA GFS	$598.40
10004937	12/16/15	GRACE JONES COMMUNI	$3,308.53
10004938	12/16/15	GRAINGER	$1,656.06
10004939	12/16/15	GREATER KEY WEST CH	$27,949.36
10004940	12/16/15	GREATER MARATHON CH	$14,000.00
10004941	12/16/15	HEATHER CARRUTHERS	$50.88

Check Number	Check Date	Vendor	Check Amount
10004942	12/16/15	HOSPICE OF THE FLA	$12,216.87
10004943	12/16/15	HYDRAULIC SALES AND	$504.63
10004944	12/16/15	IMSA, INC	$85.00
10004945	12/16/15	INTERISK CORPORATIO	$4,150.00
10004946	12/16/15	INTERLINE BRANDS IN	$4,727.44
10004947	12/16/15	IPROMOTEU	$911.15
10004948	12/16/15	ISLAMORADA CHAMBER	$13,125.00
10004949	12/16/15	J AND M SCAFFOLDS	$296.52
10004950	12/16/15	JAMES W FOURQUREAN	$1,443.75
10004951	12/16/15	JANE M ISHERWOOD	$75.65
10004952	12/16/15	JAYNES CLEANING SER	$2,150.00
10004953	12/16/15	JERRY PHELPS DBA RU	$1,500.00
10004954	12/16/15	JND THOMAS COMPANY	$126,304.70
10004955	12/16/15	JOHN GABAY	$220.00
10004956	12/16/15	JUSTICE WORKS, LLC	$561.75
10004957	12/16/15	K W RESORT UTILITIE	$19,057.91
10004958	12/16/15	KAREN PLEASANT	$85.64
10004959	12/16/15	KAREN R CAUSSIN	$900.00
10004960	12/16/15	KEVIN WILSON	$772.51
10004961	12/16/15	KEY WEST CHEMICAL &	$121.49
10004962	12/16/15	KEY WEST CITIZEN	$204.00
10004963	12/16/15	KEY WEST TOURIST DE	$140,000.00
10004964	12/16/15	KEYS ENERGY SERVICE	$24,800.05
10004965	12/16/15	KEYS PEST CONTROL	$379.00
10004966	12/16/15	KEYS SANITARY SERVI	$2,477.34
10004967	12/16/15	KEYS SECURITY INC	$4,352.00
10004968	12/16/15	KEYS SUPPLY OF KEY	$2.33
10004969	12/16/15	KEYS SUPPLY, INC. -	$237.79
10004970	12/16/15	KIM ERNEST TRULLEND	$560.00
10004971	12/16/15	KLI SUPPLY INC TRUE	$81.94
10004972	12/16/15	LACY CARABALLO	$25.00
10004973	12/16/15	LANGAN ENGINEERING&	$3,261.00
10004974	12/16/15	LAUREN PAZO	$280.00
10004975	12/16/15	LAZARO I VALDES	$1,240.00
10004976	12/16/15	LILI HEISSENBUTTEL	$232.60
10004977	12/16/15	LINDA MIXON	$460.00
10004978	12/16/15	LINDSEY BALLARD	$154.06
10004979	12/16/15	LORI LEHR,INC	$17,400.00
10004980	12/16/15	LOWER KEYS CHAMBER	$4,154.00
10004981	12/16/15	LYNDA STUART	$80.47
10004982	12/16/15	MAGRIS SOLUTIONS IN	$4,281.00
10004983	12/16/15	MARATHON ELECTRIC S	$1,431.00
10004984	12/16/15	MCCULLOUGH PREMIUM	$52.50
10004985	12/16/15	METROPOLITAN EXPOSI	$5,300.27
10004986	12/16/15	MIAMI INDUSTRIAL MO	$540.00
10004987	12/16/15	MICHAEL BAKER INTER	$6,726.05

Check Number	Check Date	Vendor	Check Amount
10004988	12/16/15	MINNESOTA LIFE INSU	$12,192.34
10004989	12/16/15	MONROE COUNCIL OF T	$5,186.10
10004990	12/16/15	MONROE COUNTY LAND	$265,641.42
10004991	12/16/15	MONROE COUNTY SCHOO	$3,268.46
10004992	12/16/15	MONROE COUNTY SHERI	$255,000.00
10004993	12/16/15	MONROE COUNTY SHERI	$5,250.00
10004994	12/16/15	MOSS ENTERPRISES US	$695.00
10004995	12/16/15	NATIONWIDE PLUMBING	$4,925.00
10004996	12/16/15	NOTARY PUBLIC UNDER	$104.00
10004997	12/16/15	OFFICE DEPOT INC	$557.66
10004998	12/16/15	PANNONE LOPES DEVER	$420.00
10004999	12/16/15	PARADISE DISTRIBUTI	$1,095.00
10005000	12/16/15	PARADISE TOWING INC	$65.00
10005002	12/16/15	PREMIUM AUTO PARTS	$1,705.85
10005003	12/16/15	PUBLISHERS IN PARAD	$900.00
10005004	12/16/15	PUBLIX SUPER MARKET	$732.89
10005005	12/16/15	PUBLIX SUPERMARKETS	$8.29
10005006	12/16/15	PURE HEALTH SOLUTIO	$149.85
10005007	12/16/15	PURE HEALTH SOLUTIO	$149.85
10005008	12/16/15	QUALITY TECHNOLOGY	$6,557.00
10005009	12/16/15	QUANTUM HEALTH SOLU	$1,596.25
10005010	12/16/15	RAYBRO C E D	$2,321.40
10005011	12/16/15	RDJ SPECIALTIES INC	$2,119.33
10005012	12/16/15	RICHARD WANG	$220.00
10005013	12/16/15	RISSMAN,BARRRETT,HU	$425.50
10005014	12/16/15	RS&H	$899.37
10005015	12/16/15	RURAL HEALTH NETWOR	$5,704.25
10005016	12/16/15	SANDS OF THE KEYS I	$168.40
10005017	12/16/15	SEA TECH OF THE FL	$3,267.00
10005018	12/16/15	SEAN MORAN	$160.00
10005019	12/16/15	SHERWIN WILLIAMS -	$113.43
10005020	12/16/15	SIEMENS INDUSTRY, I	$13,311.66
10005021	12/16/15	SONYA MORGAN	$240.00
10005022	12/16/15	SPECIALTY HARDWARE	$20.16
10005023	12/16/15	SPENCER CURRY	$240.00
10005024	12/16/15	SPRINT	$20.54
10005025	12/16/15	STOCKTON MAINTENANC	$25,047.25
10005026	12/16/15	STRUNK ACE HARDWARE	$305.55
10005027	12/16/15	STURTZ LOCK AND SAF	$230.00
10005028	12/16/15	SUB ZERO AIR CONDIT	$7,516.63
10005029	12/16/15	SUNGARD PUBLIC SECT	$25,600.00
10005030	12/16/15	SUNSHINE ST ONE CAL	$22.17
10005031	12/16/15	SYLVIA MURPHY	$353.84
10005032	12/16/15	TAV MOWER LLC	$687.02
10005033	12/16/15	THE ECONOMIST NEWSP	$127.00
10005034	12/16/15	THE GAY RAG, INC	$300.00

Check Number	Check Date	Vendor	Check Amount
10005035	12/16/15	THE HOME DEPOT COMM	$528.62
10005036	12/16/15	THE HOME DEPOT COMM	$593.75
10005037	12/16/15	THE MIAMI HERALD ME	$2,139.80
10005038	12/16/15	THOMAS D. WRIGHT, E	$1,500.00
10005039	12/16/15	TINA L BOAN	$107.06
10005040	12/16/15	TINSLEY ADVERTISING	$500.00
10005041	12/16/15	TODD LAMBERTUS	$120.15
10005042	12/16/15	TREVOR MORGAN WIRTH	$220.00
10005043	12/16/15	TROPIC SUPPLY INC	$529.00
10005044	12/16/15	TRULY NOLEN OF AMER	$200.00
10005045	12/16/15	TY LIN INTERNATIONA	$15,400.00
10005046	12/16/15	U.S. WATER SERVICES	$1,259.27
10005047	12/16/15	UNIVERSAL SIGNS & A	$7,505.00
10005048	12/16/15	UPPER KEYS COMMUNIT	$15,000.00
10005049	12/16/15	UPPER KEYS MARINE C	$1,251.84
10005050	12/16/15	VALERIE A MOORE	$87.98
10005051	12/16/15	VERIZON WIRELESS SE	$2,740.85
10005052	12/16/15	VICKIE LOCKWOOD	$460.00
10005053	12/16/15	VIRTUOSO,LTD	$5,000.00
10005054	12/16/15	VITAL SIGNS BY ERNI	$2,825.00
10005055	12/16/15	WASTE MANAGEMENT OF	$118.64
10005056	12/16/15	WASTE MANAGEMENT, I	$487,882.49
10005057	12/16/15	WENDY HOLIFIELD RDN	$300.00
10005058	12/16/15	WESLEY HOUSE FAMILY	$14,697.40
10005059	12/16/15	WHEATONS SERVICE CE	$225.00
10005060	12/16/15	WINDSWEPT INC DBA	$699.00
10005061	12/16/15	WM LAMPTRACKER INC	$59.00
10005062	12/16/15	XEROX CORPORATION	$521.90
10005063	12/16/15	XEROX CORPORATION	$695.92
10005064	12/16/15	YAIMA LEMUS	$675.00
10005065	12/16/15	YVES VRIELYNCK	$62.77
10005066	12/18/15	ALEXSANDRA CORSI LE	$560.00
10005067	12/18/15	CELIA EILEEN HITCHI	$652.29
10005068	12/18/15	CHRISTINA BRICKELL	$114.00
10005069	12/18/15	CHRISTINE HURLEY	$168.14
10005070	12/18/15	CRAIG MARSTON	$95.00
10005071	12/18/15	CYNTHIA L HALL	$256.95
10005072	12/18/15	DANNY L KOLHAGE	$274.69
10005073	12/18/15	DAWN BENDER	$46.64
10005074	12/18/15	FLORIDA KEYS AQUEDU	$5,031.36
10005075	12/18/15	JAMES ROGERS	$423.48
10005076	12/18/15	JAYNES CLEANING SER	$300.00
10005077	12/18/15	LACY CARABALLO	$425.00
10005078	12/18/15	LISA M ABREU	$114.00
10005079	12/18/15	MELISSA WILSON	$114.00
10005080	12/18/15	MIKE ELIAS	$164.60

Check Number	Check Date	Vendor	Check Amount
10005081	12/18/15	PUBLIC FINANCIAL MA	$7,500.00
10005082	12/18/15	ROBERT B SHILLINGER	$529.76
10005083	12/22/15	AT&T COMMUNICATIONS	$13,642.19
10005084	12/22/15	4IMPRINT INC. FKA N	$7,696.02
10005085	12/22/15	A JACK MEIER JR	$166.64
10005086	12/22/15	ABOVE ALL GARAGE DO	$1,825.00
10005087	12/22/15	ACCELA INC	$3,840.00
10005088	12/22/15	ADVANCED DISPOSAL I	$2,630.51
10005089	12/22/15	ADVENTURE ENVIRONME	$24,650.00
10005090	12/22/15	AFLAC GENERAL	$530.76
10005091	12/22/15	AFLAC SECTION 125	$3,377.89
10005092	12/22/15	ALL KEYS GAS DISTRI	$92.98
10005093	12/22/15	ALL KEYS REPORTING,	$95.00
10005094	12/22/15	AMAZON. COM	$320.39
10005095	12/22/15	AMERICREDIT FIN SER	$763.40
10005096	12/22/15	AMERIGAS PROPANE LP	$134.00
10005097	12/22/15	ANYTRANSACTIONS INC	$3,600.00
10005098	12/22/15	APPLICANT INSIGHT L	$259.08
10005099	12/22/15	ARNOLDS AUTO & MARI	$12,500.00
10005100	12/22/15	ASAP INC	$8,900.00
10005101	12/22/15	ASSOC OF STATE FLOO	$280.00
10005102	12/22/15	AT&T	$494.22
10005103	12/22/15	AT&T	$844.64
10005104	12/22/15	AT&T	$267.75
10005105	12/22/15	AT&T	$14.92
10005106	12/22/15	AT&T	$375.40
10005107	12/22/15	AUGUSTO VIANA	$772.50
10005108	12/22/15	BARNES ALARM SYSTEM	$78.50
10005109	12/22/15	BECKMANN'S AUTO KEY	$286.32
10005111	12/22/15	BECKMANN'S AUTO PAR	$1,516.85
10005112	12/22/15	BECKMANNS AUTO SUPP	$497.12
10005113	12/22/15	BERRY'S PAINT WALLP	$82.76
10005114	12/22/15	BIG PINE KEY 2013,	$2,848.82
10005115	12/22/15	BOYD WILLIAMS	$160.00
10005116	12/22/15	CALIFORNIA STATE DI	$251.53
10005117	12/22/15	CALL ONE INC	$223.00
10005118	12/22/15	CANON FINANCIAL SER	$547.26
10005120	12/22/15	CAR PARTS AUTO	$5,333.08
10005121	12/22/15	CARROT TOP INDUSTRI	$526.37
10005122	12/22/15	CDM SMITH INC	$7,760.00
10005123	12/22/15	CELIA EILEEN HITCHI	$433.30
10005124	12/22/15	CHARTER PEST CONTRO	$466.30
10005125	12/22/15	CHRISTINA BRICKELL	$14.55
10005126	12/22/15	CINTAS CORP	$78.79
10005127	12/22/15	CITY OF MARATHON	$88,818.05
10005128	12/22/15	CLERK OF THE CIRCUI	$33.50

Check Number	Check Date	Vendor	Check Amount
10005129	12/22/15	CLIFFHANGER JANITOR	$26,247.40
10005130	12/22/15	COMCAST	$237.85
10005131	12/22/15	COMCAST	$234.58
10005132	12/22/15	COMCAST	$194.90
10005133	12/22/15	COMCAST	$287.85
10005134	12/22/15	COMCAST	$152.35
10005135	12/22/15	COMCAST	$47.84
10005136	12/22/15	COOKE COMMUNICATION	$2,010.66
10005137	12/22/15	COOKE COMMUNICATION	$3,508.11
10005138	12/22/15	CRAIG MARSTON	$881.00
10005139	12/22/15	DANGER CORPORATION	$1,996.00
10005140	12/22/15	DARREN JENSEN	$240.00
10005141	12/22/15	DAVID EDWARD SMITH	$220.00
10005142	12/22/15	DAVID P RICE	$103.18
10005143	12/22/15	DEBORAH LOFBERG	$78.33
10005144	12/22/15	DEEP BLUE PRINTING	$215.00
10005145	12/22/15	DEPARTMENT OF MANAG	$304.16
10005146	12/22/15	DION OIL COMPANY, L	$15,784.05
10005147	12/22/15	DIXIE ALUMINUM PROD	$45.63
10005148	12/22/15	DL PORTER CONSTRUCT	$192,991.42
10005149	12/22/15	DS WATERS OF AMERIC	$178.97
10005150	12/22/15	DUNCAN'S AUTO SALES	$177.60
10005151	12/22/15	ECOSMART PR	$1,000.00
10005152	12/22/15	E-FILLIATE	$65.18
10005153	12/22/15	EMEDCO INC	$1,495.66
10005154	12/22/15	ENERGY3, LLC	$96,234.75
10005155	12/22/15	FASTENAL COMPANY	$161.98
10005156	12/22/15	FEDERAL EXPRESS COR	$162.31
10005157	12/22/15	FISHERMENS HOSPITAL	$417.05
10005158	12/22/15	FL ASSOCIATION OF C	$35.00
10005159	12/22/15	FL EMERGENCY PREPAR	$300.00
10005160	12/22/15	FLAMINGO OIL CO	$1,163.45
10005161	12/22/15	FLORIDA FIRE MARSHA	$195.00
10005162	12/22/15	FLORIDA FLOODPLAIN	$150.00
10005163	12/22/15	FLORIDA KEYS AQUEDU	$8,581.42
10005164	12/22/15	FLORIDA KEYS ELECTR	$15,630.51
10005165	12/22/15	FLORIDA KEYS ELECTR	$2,673.78
10005166	12/22/15	FLORIDA KEYS SOCIET	$42,916.67
10005167	12/22/15	FOREMOST PROMOTIONS	$494.39
10005168	12/22/15	FOREST TEK LUMBER I	$755.63
10005169	12/22/15	FOUR STAR RENTAL IN	$214.98
10005170	12/22/15	FREDDY RODRIGUEZ	$680.00
10005171	12/22/15	G AND S MECHANICAL	$2,412.13
10005172	12/22/15	GALLS INCORPORATED	$249.35
10005173	12/22/15	GARDENS OF EDEN OF	$8,197.55
10005174	12/22/15	GARYS PLUMBING INC	$217.50

Check Number	Check Date	Vendor	Check Amount
10005175	12/22/15	GFS FL LLC DBA GFS	$612.90
10005176	12/22/15	GLOBAL KNOWLEDGE TR	$2,495.00
10005177	12/22/15	GOVCONNECTION, INC	$5,309.13
10005178	12/22/15	GRAINGER	$1,000.69
10005179	12/22/15	GREATER KEY WEST CH	$2,659.86
10005180	12/22/15	HANNS EBENSTEN TRAV	$825.20
10005181	12/22/15	IAFF LOCAL #3909	$1,800.00
10005182	12/22/15	INTERNATIONAL CODE	$330.00
10005183	12/22/15	INTERNATIONAL CODE	$1,100.00
10005184	12/22/15	INTL ASSOCIATION OF	$219.00
10005185	12/22/15	ISLAND MARINA OF MA	$6,458.85
10005186	12/22/15	JAMES ALAN MACEACHE	$362.00
10005187	12/22/15	JAYNES CLEANING SER	$1,900.00
10005188	12/22/15	JC CODE & CONST CON	$200.00
10005189	12/22/15	JENNA L FREDERICK T	$110.00
10005190	12/22/15	JENNIFER BELZ REPOR	$385.00
10005191	12/22/15	KENNETH M FRICKE	$220.00
10005192	12/22/15	KEVIN TALBOTT	$450.00
10005193	12/22/15	KEY WEST CITIZEN	$102.00
10005194	12/22/15	KEY WEST ENGINE SER	$2,068.42
10005196	12/22/15	KEYS ENERGY SERVICE	$19,125.44
10005197	12/22/15	KEYS ENERGY SERVICE	$1,521.53
10005198	12/22/15	KEYS PEST CONTROL	$674.00
10005199	12/22/15	KEYS SANITARY SERVI	$573.18
10005200	12/22/15	KEYS SUPPLY, INC. -	$3.13
10005201	12/22/15	KLI SUPPLY INC TRUE	$158.69
10005202	12/22/15	LAYTON VOLUNTEER FI	$4,790.00
10005203	12/22/15	LAZARO I VALDES	$960.00
10005204	12/22/15	LIANA PYNE	$1,104.56
10005205	12/22/15	LINDA MIXON	$460.00
10005206	12/22/15	LIQUID O2 TRANSFILL	$432.00
10005207	12/22/15	LISA TENNYSON	$50.88
10005208	12/22/15	LISA WINNE	$35.68
10005209	12/22/15	LOW KEY SUPPLY INC	$1,100.79
10005210	12/22/15	LOWER KEYS CHAMBER	$7,980.00
10005211	12/22/15	LYNDA STUART	$44.96
10005212	12/22/15	MCCULLOUGH PREMIUM	$46.00
10005213	12/22/15	METROPOLITAN EXPOSI	$3,557.52
10005214	12/22/15	MICHIGAN STATE DISB	$199.50
10005215	12/22/15	MONROE COUNTY CLERK	$50.00
10005216	12/22/15	MONROE COUNTY CLERK	$403.00
10005217	12/22/15	MONROE COUNTY CLERK	$10.00
10005218	12/22/15	MONROE COUNTY CLERK	$10.00
10005219	12/22/15	MONROE COUNTY CLERK	$403.00
10005220	12/22/15	MONROE COUNTY PROPE	$961,724.87
10005221	12/22/15	MONROE COUNTY SHERI	$4,244.14

Check Number	Check Date	Vendor	Check Amount
10005222	12/22/15	NATIONAL NOTARY ASS	$117.00
10005223	12/22/15	NORTH AMERICA FIRE	$572.04
10005225	12/22/15	OFFICE DEPOT INC	$7,119.03
10005226	12/22/15	OHIO CHILD SUPPOSRT	$132.61
10005227	12/22/15	OLD TOWN TROLLEY TO	$30,363.12
10005228	12/22/15	PARSONS BRINCKERHOF	$34,271.07
10005229	12/22/15	PATRICIA P MCGRATH	$225.00
10005230	12/22/15	PEDRO FALCON ELECTR	$62,726.61
10005231	12/22/15	PEDRO MERCADO	$2,913.61
10005232	12/22/15	PITNEY BOWES BANK I	$208.99
10005233	12/22/15	PITNEY BOWES GLOBAL	$339.00
10005234	12/22/15	POOLTECH OF MIAMI,	$624.00
10005235	12/22/15	PROPLAZA LLC	$13,418.56
10005236	12/22/15	PUBLIX SUPER MARKET	$517.02
10005237	12/22/15	PURE HEALTH SOLUTIO	$7,192.80
10005238	12/22/15	PURE HEALTH SOLUTIO	$599.40
10005239	12/22/15	QUIESCENCE DIVING S	$741.50
10005240	12/22/15	RAYBRO C E D	$2,764.00
10005241	12/22/15	REED - JOSEPH INTER	$915.00
10005242	12/22/15	RESCUE TRAINING ASS	$3,000.00
10005243	12/22/15	RICHARD WANG	$460.00
10005244	12/22/15	RITA IRWIN	$50.88
10005245	12/22/15	ROGER ALLEN DUFF	$142.40
10005246	12/22/15	ROMAN GASTESI JR	$302.00
10005247	12/22/15	RUBIO'S ROAD SERVIC	$400.00
10005248	12/22/15	S FLORIDA BOILER &	$1,250.00
10005249	12/22/15	SARAH BRAWER	$39.16
10005250	12/22/15	SEAN MORAN	$160.00
10005251	12/22/15	SHERWIN WILLIAMS -	$274.91
10005252	12/22/15	SHI INTERNATIONAL C	$381.57
10005253	12/22/15	SHIPS WAY INC	$1,238.21
10005254	12/22/15	SOUTHERNMOST DREAM	$1,800.00
10005255	12/22/15	SPECIALTY HARDWARE	$17.60
10005256	12/22/15	SPENCER CURRY	$240.00
10005257	12/22/15	STATEWIDE GUARDIAN	$2,190.89
10005258	12/22/15	STEVE K SMITH	$350.80
10005259	12/22/15	STEVEN CRAIG HUDSON	$1,503.00
10005260	12/22/15	STRUNK ACE HARDWARE	$308.95
10005261	12/22/15	STRUNK ACE HARDWARE	$146.72
10005262	12/22/15	STRYKER CORPORATION	$2,695.00
10005263	12/22/15	STURTZ LOCK AND SAF	$132.50
10005264	12/22/15	SUN COMMUNICATIONS	$454.00
10005265	12/22/15	SWEETWATER ENVIRONM	$11,147.02
10005266	12/22/15	TEAMSTERS LOCAL UNI	$742.87
10005267	12/22/15	TECHNICAL SYSTEMS &	$780.00
10005268	12/22/15	TEN 8 FIRE EQUIPMEN	$2,142.72

Check Number	Check Date	Vendor	Check Amount
10005269	12/22/15	TERMINIX OHIO	$70.00
10005270	12/22/15	THE AMERICAN INSTIT	$337.00
10005272	12/22/15	THE HOME DEPOT COMM	$2,429.58
10005274	12/22/15	THE HOME DEPOT COMM	$5,495.95
10005275	12/22/15	THE MIAMI HERALD ME	$481.04
10005275	12/22/15	THE MIAMI HERALD ME	$368.48
10005275	12/22/15	THE MIAMI HERALD ME	$39.20
10005275	12/22/15	THE MIAMI HERALD ME	$234.90
10005275	12/22/15	THE MIAMI HERALD ME	$333.60
10005275	12/22/15	THE MIAMI HERALD ME	$412.65
10005276	12/22/15	TINA LOSACCO	$661.76
10005277	12/22/15	TREVOR MORGAN WIRTH	$220.00
10005278	12/22/15	TRULY NOLEN OF AMER	$497.50
10005279	12/22/15	UNITED PARCEL SERVI	$70.26
10005280	12/22/15	UNITED WAY OF MONRO	$40.00
10005281	12/22/15	US DEPARTMENT OF TR	$25.00
10005282	12/22/15	USA PARKING SYSTEM,	$12,156.53
10005283	12/22/15	VARIABLE ANNUITY LI	$5,050.00
10005284	12/22/15	VFIS VOLUNTEER FIRE	$21,647.00
10005285	12/22/15	VINCE KALSON	$141.82
10005286	12/22/15	VIRGINIA PANICO	$427.56
10005287	12/22/15	WRIGHT NATIONAL FLO	$5,302.00
10005288	12/22/15	XEROX CORPORATION	$2,761.37
10005289	12/22/15	XEROX CORPORATION	$219.18
10005290	12/22/15	YVES VRIELYNCK	$623.27
10005291	12/28/15	HENNESSY CONSTRUCTI	$25,300.00
10005292	12/28/15	HENNESSY CONSTRUCTI	$15,260.00
10005293	12/29/15	AARON COLLER	$160.00
10005294	12/29/15	ALICIA A BRADIGAN-B	$699.26
10005295	12/29/15	BOYD WILLIAMS	$240.00
10005296	12/29/15	CLIFFORD NELSON	$16.89
10005297	12/29/15	DARREN JENSEN	$240.00
10005298	12/29/15	FLORIDA KEYS AQUEDU	$8,000,000.00
10005299	12/29/15	GFS FL LLC DBA GFS	$553.43
10005300	12/29/15	MICHELLE WYMAN LEE	$800.00
10005301	12/29/15	FLORIDA DEPARTMENT	$5,938.81
10005302	12/29/15	BUGGY BUS INC	$200.00
10005303	12/29/15	PATRICIA A BARKER	$29.00
10005304	12/29/15	PUBLIX SUPER MARKET	$735.27
10005305	12/29/15	PUBLIX SUPERMARKETS	$27.83
10005306	12/29/15	SIMONE HOLTZERMANN	$29.00
10005307	12/29/15	SONYA MORGAN	$160.00
10005308	12/29/15	SPENCER CURRY	$160.00
10005309	12/29/15	ST OF FL DEPT OF FI	$13,529.77
10005310	12/29/15	STEPHEN REDDY	$34.94
10005311	12/29/15	THE MIAMI HERALD ME	$1,869.87

Check Number	Check Date	Vendor	Check Amount
10005312	12/29/15	TREVOR MORGAN WIRTH	$160.00
10005313	12/29/15	2012 USP HOLDINGS I	$4,500.00
10005314	12/29/15	3RD GENERATION PLUM	$6,730.00
10005315	12/29/15	3RD GENERATION PLUM	$12,320.00
10005316	12/29/15	ADVANCED PLANNING C	$18,750.00
10005317	12/29/15	ALEXSANDRA CORSI LE	$307.28
10005318	12/29/15	AMAZON. COM	$1,446.89
10005319	12/29/15	AMERIGAS PROPANE LP	$145.33
10005320	12/29/15	APPRAISAL COMPANY O	$3,900.00
10005321	12/29/15	AT&T	$242.45
10005322	12/29/15	BANK OF AMERICA	$12,055.23
10005323	12/29/15	BOGART FILM FESTIVA	$8,475.10
10005324	12/29/15	CANON FINANCIAL SER	$20.94
10005325	12/29/15	CHRISTINE M LIMBERT	$117.00
10005326	12/29/15	COMCAST	$15.29
10005327	12/29/15	COMCAST	$23.94
10005328	12/29/15	COMCAST	$122.90
10005329	12/29/15	COMCAST	$47.88
10005330	12/29/15	COMCAST	$147.85
10005331	12/29/15	COMCAST	$149.85
10005332	12/29/15	COMCAST SPOTLIGHT	$27,448.55
10005333	12/29/15	COMPUTER INFORMATIO	$2,072.70
10005334	12/29/15	CURRIE SOWARDS AGUI	$5,475.00
10005335	12/29/15	DANISE D HENRIQUEZ	$116.55
10005336	12/29/15	DAVID P RICE	$239.38
10005337	12/29/15	DEPARTMENT OF JUVEN	$38,835.01
10005338	12/29/15	EXCLUSIVE SPORTS MA	$10,000.00
10005339	12/29/15	FEDERAL EXPRESS COR	$161.91
10005340	12/29/15	FLORIDA KEYS AQUEDU	$12,360.85
10005342	12/29/15	FLORIDA KEYS ELECTR	$14,336.78
10005343	12/29/15	FLORIDA KEYS ELECTR	$1,291.57
10005344	12/29/15	GA FOOD SERVICE INC	$17,299.20
10005345	12/29/15	GEORGE R NEUGENT	$1,031.36
10005346	12/29/15	HDR ENGINEERING, IN	$27,893.84
10005347	12/29/15	HEATHER CARRUTHERS	$285.06
10005348	12/29/15	INTERNATIONAL BUS.	$276.00
10005349	12/29/15	INT'L MUNICIPAL LAW	$499.00
10005350	12/29/15	ISABEL R CONROY	$131.44
10005351	12/29/15	JAYNES CLEANING SER	$300.00
10005352	12/29/15	JENNA L FREDERICK T	$499.95
10005353	12/29/15	JORGE A AGUINAGA MD	$1,100.00
10005354	12/29/15	KEY WEST FAMILY MED	$45.00
10005355	12/29/15	KEY WEST HOUSING AU	$4,826.10
10005356	12/29/15	KEY WEST HOUSING AU	$24,305.31
10005357	12/29/15	KEY WEST TOURIST DE	$292.50
10005358	12/29/15	KEY WEST WELDING &	$5,681.60

Check Number	Check Date	Vendor	Check Amount
10005359	12/29/15	KEYS ENERGY SERVICE	$22,431.52
10005360	12/29/15	KEYS ENERGY SERVICE	$3,226.50
10005361	12/29/15	LEXIS NEXIS	$873.60
10005362	12/29/15	LOWER KEYS CHAMBER	$490.00
10005363	12/29/15	MCCULLOUGH PREMIUM	$69.00
10005364	12/29/15	MICHAEL S WILES	$40.05
10005365	12/29/15	MONROE COUNTY DEPT	$5,288.00
10005366	12/29/15	MONROE COUNTY SHERI	$7,772,691.19
10005367	12/29/15	MORALE, WELFARE & R	$5,000.00
10005368	12/29/15	MOSS ENTERPRISES US	$275.00
10005369	12/29/15	MUNICIPAL CODE CORP	$2,201.75
10005370	12/29/15	NATIONAL BUSINESS F	$366.00
10005372	12/29/15	OFFICE DEPOT INC	$1,554.77
10005373	12/29/15	OFFICE DEPOT INC	$218.70
10005374	12/29/15	ORIENTAL TRADING CO	$125.49
10005375	12/29/15	PEEBLES & SMITH LLC	$6,000.00
10005376	12/29/15	PENNINSULA PUBLISHI	$4,000.00
10005377	12/29/15	PFM ASSET MANAGEMEN	$6,644.71
10005378	12/29/15	PRIDE ENTERPRISES	$19.50
10005379	12/29/15	PUBLISHERS IN PARAD	$1,800.00
10005380	12/29/15	PUT YOUR NAME ON AN	$75.00
10005381	12/29/15	QUILL CORP	$1,389.13
10005382	12/29/15	RAYBRO C E D	$2,768.98
10005383	12/29/15	REDWOOD TOXICOLOGY	$440.00
10005384	12/29/15	ROBERT B SHILLINGER	$165.16
10005385	12/29/15	RYDIN DECAL	$4,381.84
10005386	12/29/15	SAMUELS HOUSE INC	$1,026.91
10005387	12/29/15	SAMUELS HOUSE INC	$3,097.60
10005388	12/29/15	SAND ISLE INC	$8,074.44
10005389	12/29/15	SANDS OF THE KEYS I	$1,013.07
10005390	12/29/15	SHERWIN WILLIAMS -	$44.79
10005391	12/29/15	SIMPLE SANITATION S	$788.25
10005392	12/29/15	SOCIETY FOR HUMAN R	$190.00
10005393	12/29/15	SPECIALTY HARDWARE	$278.00
10005394	12/29/15	STONES & CARDENAS	$225.00
10005395	12/29/15	SUB ZERO AIR CONDIT	$312.50
10005396	12/29/15	SURVEYMONKEY INC DB	$204.00
10005397	12/29/15	SVC LIGHTING AND EL	$131.33
10005398	12/29/15	THE FLORIDA BAR	$455.00
10005399	12/29/15	THOMSON REUTERS WES	$2,571.70
10005400	12/29/15	TIGER DIRECT INC	$936.37
10005401	12/29/15	TINSLEY ADVERTISING	$14,022.00
10005402	12/29/15	TONNY JOYCE	$591.48
10005406	12/29/15	UNIFIRST CORPORATIO	$1,793.52
10005407	12/29/15	US JOURNAL TRAINING	$1,867.50
10005408	12/29/15	WASTE MANAGEMENT OF	$1,055.00

Check Number	Check Date	Vendor	Check Amount
10005409	12/29/15	WESTWIND GRAPHICS L	$696.00
10005410	12/29/15	WILLIAM P HORN ARCH	$2,843.84
10005411	12/29/15	WORLD ELECTRIC SUPL	$1,992.12
10005412	12/29/15	XEROX CORPORATION	$1,400.00
10005413	12/30/15	2 J'S SIGNS INC/DBA	$165.00
10005414	12/30/15	A & B EXTERMINATORS	$650.00
10005415	12/30/15	AT&T	$310.15
10005416	12/30/15	AT&T	$1,682.18
10005417	12/30/15	AT&T	$5.00
10005419	12/30/15	AT&T MOBILITY	$9,014.90
10005420	12/30/15	AT&T MOBILITY	$132.62
10005421	12/30/15	AT&T MOBILITY - EOD	$579.99
10005422	12/30/15	ATLANTIC LITHO,LLC	$3,803.66
10005423	12/30/15	BARNES ALARM SYSTEM	$635.85
10005424	12/30/15	BECKMANN'S AUTO KEY	$42.98
10005425	12/30/15	BECKMANNS AUTO SUPP	$20.38
10005426	12/30/15	BLACK FIRE PROTECTI	$2,114.95
10005427	12/30/15	BOUND TREE MEDICAL	$19,297.78
10005428	12/30/15	BRENDA H BECKMANN	$225.00
10005429	12/30/15	BRENEDY HARLEY RIGB	$1,966.39
10005430	12/30/15	CABANAS PRINTING IN	$42.00
10005431	12/30/15	CANON FINANCIAL SER	$1,748.20
10005432	12/30/15	CANON SOLUTIONS AME	$449.36
10005433	12/30/15	CDW GOVERNMENT, INC	$923.12
10005434	12/30/15	CINTAS CORP	$153.14
10005435	12/30/15	COFFIN MARINE SERVI	$1,287.00
10005436	12/30/15	COMCAST	$8.93
10005437	12/30/15	COOKE COMMUNICATION	$89.40
10005438	12/30/15	DARREN JENSEN	$480.00
10005439	12/30/15	DAVID ALAN	$150.00
10005440	12/30/15	DAVID EDWARD SMITH	$480.00
10005441	12/30/15	DION OIL COMPANY, L	$8,107.08
10005442	12/30/15	DONALD M STULLKEN	$240.00
10005443	12/30/15	DOUGLAS N HIGGINS I	$13,500.00
10005444	12/30/15	ECOSMART PR	$3,323.00
10005445	12/30/15	EVAN CALHOUN	$440.00
10005446	12/30/15	FEDERAL EXPRESS COR	$129.89
10005447	12/30/15	FEDERAL EXPRESS COR	$4.85
10005448	12/30/15	FLORIDA KEYS AQUEDU	$22,850.00
10005449	12/30/15	FLORIDA KEYS ELECTR	$8,537.37
10005450	12/30/15	FLORIDA LEAGUE OF C	$1,560.00
10005451	12/30/15	FLORIDA MUNICIPAL I	$149,096.25
10005452	12/30/15	FOUR STAR RENTAL IN	$2,581.98
10005453	12/30/15	FRANKY R JONES	$240.00
10005454	12/30/15	FREDDY RODRIGUEZ	$240.00
10005455	12/30/15	GARDENS OF EDEN OF	$2,187.50

Check Number	Check Date	Vendor	Check Amount
10005456	12/30/15	GILA CORPORATION DB	$64.26
10005457	12/30/15	GOVCONNECTION, INC	$11,883.00
10005458	12/30/15	GRAINGER	$2,846.01
10005459	12/30/15	GREATER KEY WEST CH	$213.00
10005460	12/30/15	GREG KORZEN	$240.00
10005461	12/30/15	HYDRO PUMPS OF FLOR	$3,480.00
10005462	12/30/15	INTEGRATED FIRE & S	$349.05
10005463	12/30/15	ISABEL R CONROY	$81.62
10005464	12/30/15	JAYNES CLEANING SER	$250.00
10005465	12/30/15	JOHN GABAY	$240.00
10005466	12/30/15	JOHNSON ANSELMO MUR	$1,656.35
10005467	12/30/15	JOSHUA T GORDON	$220.00
10005468	12/30/15	JUDITH STEELE CLARK	$275.00
10005469	12/30/15	KAY CULLEN	$150.00
10005470	12/30/15	KEITH & SCHNARS, PA	$6,642.00
10005471	12/30/15	KEVIN WILSON	$839.50
10005472	12/30/15	KEYS ENERGY SERVICE	$2,359.78
10005473	12/30/15	KEYS ENERGY SERVICE	$504.96
10005474	12/30/15	KEYS ENERGY SERVICE	$150.00
10005475	12/30/15	KEYSTONE US MGMT IN	$1,250.01
10005476	12/30/15	KRONOS INCORPORATED	$270.00
10005477	12/30/15	LAZARO I VALDES	$220.00
10005478	12/30/15	LILI HEISSENBUTTEL	$232.60
10005479	12/30/15	LINDA DAVIS	$210.00
10005480	12/30/15	LINDA LEE SAWART	$165.00
10005481	12/30/15	LINDA MIXON	$220.00
10005482	12/30/15	MARATHON ELECTRIC S	$856.30
10005483	12/30/15	MARTIN WUERSTLIN II	$180.00
10005484	12/30/15	MASTER MECHANICAL S	$1,190.19
10005485	12/30/15	MAVERICK UNITED ELE	$3,478.88
10005486	12/30/15	MICHAEL BAKER INTER	$3,210.16
10005487	12/30/15	MICHAEL W. BOWDEN	$270.00
10005488	12/30/15	MIKE ELIAS	$11.40
10005489	12/30/15	MONROE COUNTY SHERI	$192,235.08
10005490	12/30/15	MONROE COUNTY SHERI	$2,764.88
10005491	12/30/15	NORTH KEY LARGO UTI	$251,544.80
10005492	12/30/15	OCEAN REEF CLUB INC	$3,150.00
10005493	12/30/15	OFFICE DEPOT INC	$981.25
10005494	12/30/15	PALLO, MARKS, HERNA	$729.30
10005495	12/30/15	PATRICIA J HILLMAN	$165.00
10005496	12/30/15	PCM SALES INC	$51.03
10005497	12/30/15	PEDRO FALCON ELECTR	$188,037.01
10005498	12/30/15	PITNEY BOWES GLOBAL	$639.00
10005499	12/30/15	PROFESSIONAL EMERGE	$7,833.33
10005500	12/30/15	PURE HEALTH SOLUTIO	$119.85
10005501	12/30/15	QUILL CORP	$93.95

Check Number	Check Date	Vendor	Check Amount
10005502	12/30/15	RICHARD WANG	$440.00
10005503	12/30/15	ROBERT BLESER	$240.00
10005504	12/30/15	ROY KHANNA	$972.40
10005505	12/30/15	SANDS OF THE KEYS I	$78.82
10005506	12/30/15	STATE OF SOUTH CARO	$1,470.00
10005507	12/30/15	SHARON PRIME	$210.00
10005508	12/30/15	SHERRY L SEARS	$210.00
10005509	12/30/15	SHERWIN WILLIAMS -	$494.40
10005510	12/30/15	SIEMENS INDUSTRY, I	$13,311.66
10005511	12/30/15	SPECIALTY HARDWARE	$233.30
10005512	12/30/15	STATE OF FLORIDA -	$784.00
10005513	12/30/15	STURTZ LOCK AND SAF	$54.00
10005514	12/30/15	SUB ZERO AIR CONDIT	$2,870.46
10005515	12/30/15	SUGARLOAF KEY VOLUN	$3,514.44
10005516	12/30/15	THE FLORIDA STATE U	$5,950.00
10005517	12/30/15	THE HOME DEPOT COMM	$888.46
10005518	12/30/15	THE HOME DEPOT COMM	$62.32
10005519	12/30/15	THE HOME DEPOT COMM	$43.90
10005520	12/30/15	THE HOME DEPOT COMM	$872.49
10005521	12/30/15	THE MIAMI HERALD ME	$276.60
10005522	12/30/15	THE VERDIN CO	$580.00
10005523	12/30/15	THOMAS P CULLEN, JR	$165.00
10005524	12/30/15	THYSSENKRUPP ELEVAT	$1,428.27
10005526	12/30/15	TINSLEY ADVERTISING	$744,756.45
10005527	12/30/15	TONNY JOYCE	$234.26
10005528	12/30/15	TRULY NOLEN OF AMER	$697.50
10005529	12/30/15	U.S. WATER SERVICES	$1,987.85
10005530	12/30/15	UMDC- DEPARTMENT OF	$1,381.57
10005531	12/30/15	UMDC DEPT OF NEUROL	$429.72
10005532	12/30/15	UNIVERSAL SIGNS & A	$575.00
10005533	12/30/15	USA PARKING SYSTEM,	$5,481.62
10005534	12/30/15	WASTE MANAGEMENT OF	$9,347.46
10005535	12/30/15	YMCA OF GREATER MIA	$7,125.00

December 2015

BOCC

Payroll

(23 pages)

MONROE COUNTY CLERK'S OFFICE
PAYROLL CHECK REGISTER FOR MONTH ENDING DECEMBER 31, 2015
Prepared by: Finance Division

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
50000686	12/11/2015	-	1,280.47		4164
50000687	12/11/2015	-	1,691.42		1813
50000688	12/11/2015	-	1,148.55		4309
50000689	12/11/2015	-	2,872.85		3643
50000690	12/11/2015	-	845.09		3397
50000691	12/11/2015	-	1,144.30		3983
50000692	12/11/2015	400.00	1,553.89		2095
50000693	12/11/2015	-	714.42		4461
50000694	12/11/2015	-	986.85		4390
50000695	12/11/2015	-	1,169.66		3777
50000696	12/11/2015	-	1,200.73		2024
50000697	12/11/2015	-	548.11		4376
50000698	12/11/2015	-	921.08		3239
50000699	12/11/2015	400.00	498.54		4326
50000700	12/11/2015	-	2,311.19		2119
50000701	12/11/2015	-	1,018.57		4472
50000702	12/11/2015	200.00	1,074.96		3322
50000703	12/11/2015	-	1,012.72		4394
50000704	12/11/2015	-	0.32	VOID	4124
50000704	12/11/2015	-	(0.32)	VOID	4124
50000705	12/11/2015	-	606.10		4420
50000706	12/11/2015	-	1,638.37		4184
50000707	12/11/2015	-	1,334.69		3630
50000708	12/11/2015	-	1,377.16		2413
50000709	12/11/2015	-	1,235.75		4063
50000710	12/11/2015	-	914.41		3951
50000711	12/11/2015	-	1,484.92		4382
50000712	12/11/2015	-	1,678.13		4442
50000713	12/11/2015	-	302.89		3973
50000714	12/11/2015	-	328.25		4240
50000715	12/11/2015	-	329.91		4405
50000716	12/11/2015	-	329.91		1420
50000717	12/11/2015	-	329.91		4087
50000718	12/11/2015	-	1,405.14		4126
50000719	12/11/2015	-	1,353.38		4321
50000720	12/11/2015	-	1,316.55		1557
50000721	12/11/2015	-	1,236.65		4475
50000722	12/11/2015	-	982.50		3523
50000723	12/11/2015	-	1,139.84		3786
50000724	12/11/2015	-	2,516.97		2862
50000725	12/11/2015	-	1,002.68		4009
50000726	12/11/2015	-	1,411.39		4380
50000727	12/11/2015	-	687.19		4490
50000728	12/11/2015	-	1,153.33		2034
50000729	12/11/2015	-	1,012.20		1828
50000730	12/11/2015	-	1,198.31		3669

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
50000731	12/11/2015	-	1,003.31		4469
50000732	12/11/2015	-	1,869.68		3773
50000733	12/11/2015	-	1,844.34		3514
50000734	12/11/2015	800.00	382.18		3896
50000735	12/11/2015	-	2,056.90		3199
50000736	12/11/2015	-	869.00		3515
50000737	12/11/2015	-	621.45		3709
50000738	12/11/2015	-	526.09		4493
50000739	12/11/2015	-	659.22		3494
50000740	12/11/2015	-	571.47		3203
50000741	12/11/2015	-	30.90		4222
50000742	12/11/2015	-	12.46	VOID	4124
50000742	12/11/2015	-	(12.46)	VOID	4124
50000743	12/11/2015	-	12.46	MANUAL	4124
V3061259	12/11/2015	1,516.93	-		3135
V3061260	12/11/2015	2,007.41	-		4223
V3061261	12/11/2015	1,162.39	-		3945
V3061262	12/11/2015	1,479.47	-		2774
V3061263	12/11/2015	1,407.33	-		3174
V3061264	12/11/2015	1,861.78	-		3944
V3061265	12/11/2015	1,394.39	-		3836
V3061266	12/11/2015	1,586.00	-		4453
V3061267	12/11/2015	1,217.24	-		3637
V3061268	12/11/2015	6,552.44	-		3887
V3061269	12/11/2015	2,599.72	-		4096
V3061270	12/11/2015	2,472.31	-		4230
V3061271	12/11/2015	3,336.48	-		3784
V3061272	12/11/2015	1,172.67	-		4269
V3061273	12/11/2015	1,286.68	-		2796
V3061274	12/11/2015	1,617.81	-		4275
V3061275	12/11/2015	1,282.28	-		4437
V3061276	12/11/2015	2,291.46	-		3368
V3061277	12/11/2015	1,241.43	-		2029
V3061278	12/11/2015	1,304.79	-		4348
V3061279	12/11/2015	963.00	-		4079
V3061280	12/11/2015	1,325.15	-		2294
V3061281	12/11/2015	1,192.48	-		3683
V3061282	12/11/2015	1,646.11	-		4258
V3061283	12/11/2015	1,291.61	-		3674
V3061284	12/11/2015	715.67	-		2125
V3061285	12/11/2015	1,336.29	-		4356
V3061286	12/11/2015	1,060.78	-		4216
V3061287	12/11/2015	1,041.33	-		3668
V3061288	12/11/2015	1,735.91	-		2031
V3061289	12/11/2015	1,561.32	-		4004
V3061290	12/11/2015	1,366.41	-		4389
V3061291	12/11/2015	1,328.17	-		3929
V3061292	12/11/2015	1,253.15	-		4489
V3061293	12/11/2015	1,237.35	-		4368
V3061294	12/11/2015	477.09	-		4397

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061295	12/11/2015	2,239.69	-		4093
V3061296	12/11/2015	3,148.74	-		2016
V3061297	12/11/2015	1,301.32	-		4153
V3061298	12/11/2015	314.65	-		2166
V3061299	12/11/2015	1,586.56	-		2272
V3061300	12/11/2015	1,221.82	-		4438
V3061301	12/11/2015	1,278.58	-		4419
V3061302	12/11/2015	1,153.89	-		4432
V3061303	12/11/2015	1,896.07	-		1060
V3061304	12/11/2015	1,773.14	-		3495
V3061305	12/11/2015	1,558.37	-		3861
V3061306	12/11/2015	1,033.91	-		4041
V3061307	12/11/2015	1,612.09	-		3979
V3061308	12/11/2015	1,786.92	-		4090
V3061309	12/11/2015	1,322.94	-		4342
V3061310	12/11/2015	1,482.36	-		4086
V3061311	12/11/2015	1,155.34	-		3863
V3061312	12/11/2015	1,834.25	-		4444
V3061313	12/11/2015	2,066.45	-		3864
V3061314	12/11/2015	1,245.56	-		4362
V3061315	12/11/2015	1,605.82	-		4483
V3061316	12/11/2015	2,089.15	-		4369
V3061317	12/11/2015	1,544.04	-		4303
V3061318	12/11/2015	1,631.92	-		4333
V3061319	12/11/2015	2,540.26	-		4459
V3061320	12/11/2015	1,137.21	-		4396
V3061321	12/11/2015	2,631.74	-		4150
V3061322	12/11/2015	1,203.48	-		4492
V3061323	12/11/2015	2,856.05	-		3580
V3061324	12/11/2015	1,759.87	-		4341
V3061325	12/11/2015	2,297.32	-		3747
V3061326	12/11/2015	1,577.27	-		4254
V3061327	12/11/2015	1,804.72	-		1013
V3061328	12/11/2015	568.09	-		4066
V3061329	12/11/2015	3,048.33	-		2250
V3061330	12/11/2015	1,445.69	-		4252
V3061331	12/11/2015	1,191.38	-		4352
V3061332	12/11/2015	2,149.15	-		3766
V3061333	12/11/2015	2,130.03	-		2528
V3061334	12/11/2015	1,271.97	-		4196
V3061335	12/11/2015	1,540.95	-		4161
V3061336	12/11/2015	4,011.41	-		2818
V3061337	12/11/2015	2,547.47	-		2336
V3061338	12/11/2015	1,304.51	-		4282
V3061339	12/11/2015	1,270.83	-		4433
V3061340	12/11/2015	1,485.40	-		4024
V3061341	12/11/2015	2,055.35	-		3308
V3061342	12/11/2015	1,216.53	-		4413
V3061343	12/11/2015	2,346.30	-		4274
V3061344	12/11/2015	1,692.37	-		4284

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061345	12/11/2015	1,535.62	-		3927
V3061346	12/11/2015	3,193.38	-		3448
V3061347	12/11/2015	1,209.40	-		4166
V3061348	12/11/2015	1,438.51	-		4335
V3061349	12/11/2015	1,725.17	-		4148
V3061350	12/11/2015	1,704.49	-		4127
V3061351	12/11/2015	1,400.25	-		4331
V3061352	12/11/2015	2,090.53	-		1888
V3061353	12/11/2015	1,858.78	-		4425
V3061354	12/11/2015	1,779.41	-		4209
V3061355	12/11/2015	1,301.22	-		4439
V3061356	12/11/2015	1,333.74	-		4395
V3061357	12/11/2015	1,822.04	-		3841
V3061358	12/11/2015	1,925.00	-		4458
V3061359	12/11/2015	1,550.78	-		3925
V3061360	12/11/2015	1,242.76	-		4465
V3061361	12/11/2015	1,495.98	-		4097
V3061362	12/11/2015	1,751.52	-		4486
V3061363	12/11/2015	1,807.24	-		4360
V3061364	12/11/2015	4,478.92	-		2728
V3061365	12/11/2015	1,472.39	-		3926
V3061366	12/11/2015	1,418.93	-		4314
V3061367	12/11/2015	1,298.69	-		4401
V3061368	12/11/2015	1,131.23	-		4195
V3061369	12/11/2015	860.70	-		4332
V3061370	12/11/2015	1,259.64	-		4434
V3061371	12/11/2015	1,524.43	-		4334
V3061372	12/11/2015	1,330.15	-		4011
V3061373	12/11/2015	2,425.20	-		1440
V3061374	12/11/2015	1,794.95	-		4412
V3061375	12/11/2015	1,556.74	-		3752
V3061376	12/11/2015	-	-		1819
V3061377	12/11/2015	4,299.47	-		2450
V3061378	12/11/2015	1,259.32	-		4460
V3061379	12/11/2015	3,150.27	-		2662
V3061380	12/11/2015	1,016.56	-		4349
V3061381	12/11/2015	1,143.00	-		4168
V3061382	12/11/2015	1,364.80	-		2556
V3061383	12/11/2015	1,544.69	-		3855
V3061384	12/11/2015	499.85	-		3838
V3061385	12/11/2015	224.18	-		1491
V3061386	12/11/2015	2,118.18	-		4227
V3061387	12/11/2015	2,801.49	-		1389
V3061388	12/11/2015	1,270.33	-		1033
V3061389	12/11/2015	2,512.96	-		1436
V3061390	12/11/2015	1,631.34	-		4302
V3061391	12/11/2015	1,638.79	-		3598
V3061392	12/11/2015	1,295.57	-		3958
V3061393	12/11/2015	2,522.54	-		3383
V3061394	12/11/2015	1,742.84	-		3030

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061395	12/11/2015	827.18	-		4075
V3061396	12/11/2015	1,504.18	-		2793
V3061397	12/11/2015	1,270.10	-		4270
V3061398	12/11/2015	1,871.60	-		2433
V3061399	12/11/2015	843.85	-		3332
V3061400	12/11/2015	1,162.15	-		4403
V3061401	12/11/2015	1,915.63	-		1853
V3061402	12/11/2015	966.29	-		3435
V3061403	12/11/2015	818.98	-		3538
V3061404	12/11/2015	834.75	-		3506
V3061405	12/11/2015	2,139.76	-		3740
V3061406	12/11/2015	1,351.88	-		4212
V3061407	12/11/2015	975.99	-		4101
V3061408	12/11/2015	815.62	-		4441
V3061409	12/11/2015	1,105.02	-		4478
V3061410	12/11/2015	1,045.97	-		1861
V3061411	12/11/2015	1,372.43	-		2055
V3061412	12/11/2015	1,395.28	-		1167
V3061413	12/11/2015	846.79	-		3349
V3061414	12/11/2015	884.12	-		4057
V3061415	12/11/2015	1,321.95	-		4060
V3061416	12/11/2015	870.03	-		4203
V3061417	12/11/2015	833.09	-		4177
V3061418	12/11/2015	1,065.24	-		1259
V3061419	12/11/2015	1,447.25	-		4040
V3061420	12/11/2015	996.12	-		2033
V3061421	12/11/2015	1,142.40	-		3565
V3061422	12/11/2015	1,454.88	-		3830
V3061423	12/11/2015	857.50	-		4202
V3061424	12/11/2015	939.16	-		1905
V3061425	12/11/2015	523.96	-		4392
V3061426	12/11/2015	1,506.64	-		3508
V3061427	12/11/2015	760.06	-		4296
V3061428	12/11/2015	970.90	-		4286
V3061429	12/11/2015	1,712.91	-		3428
V3061430	12/11/2015	1,267.46	-		4451
V3061431	12/11/2015	1,454.71	-		4430
V3061432	12/11/2015	1,185.58	-		3330
V3061433	12/11/2015	995.42	-		3507
V3061434	12/11/2015	1,156.26	-		4114
V3061435	12/11/2015	1,462.86	-		3035
V3061436	12/11/2015	1,536.72	-		2139
V3061437	12/11/2015	1,057.33	-		3660
V3061438	12/11/2015	1,110.48	-		4417
V3061439	12/11/2015	815.97	-		1980
V3061440	12/11/2015	1,194.75	-		3599
V3061441	12/11/2015	1,741.37	-		1073
V3061442	12/11/2015	1,505.10	-		4457
V3061443	12/11/2015	1,279.74	-		4283
V3061444	12/11/2015	1,425.01	-		3900

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061445	12/11/2015	1,984.18	-		1342
V3061446	12/11/2015	1,385.48	-		4455
V3061447	12/11/2015	2,605.46	-		4322
V3061448	12/11/2015	3,511.62	-		3727
V3061449	12/11/2015	1,448.78	-		4181
V3061450	12/11/2015	1,199.69	-		3659
V3061451	12/11/2015	1,161.15	-		4215
V3061452	12/11/2015	1,388.10	-		1038
V3061453	12/11/2015	1,000.49	-		3401
V3061454	12/11/2015	941.99	-		4406
V3061455	12/11/2015	1,485.96	-		3597
V3061456	12/11/2015	1,184.20	-		4021
V3061457	12/11/2015	1,151.63	-		2331
V3061458	12/11/2015	818.43	-		4277
V3061459	12/11/2015	1,096.14	-		2195
V3061460	12/11/2015	1,175.08	-		3604
V3061461	12/11/2015	916.19	-		4423
V3061462	12/11/2015	1,417.37	-		2114
V3061463	12/11/2015	1,017.72	-		4372
V3061464	12/11/2015	927.14	-		3179
V3061465	12/11/2015	891.24	-		4436
V3061466	12/11/2015	1,594.51	-		2279
V3061467	12/11/2015	1,496.97	-		2423
V3061468	12/11/2015	789.13	-		1220
V3061469	12/11/2015	2,001.48	-		3661
V3061470	12/11/2015	954.90	-		2240
V3061471	12/11/2015	718.18	-		4327
V3061472	12/11/2015	1,420.72	-		3913
V3061473	12/11/2015	1,095.22	-		1123
V3061474	12/11/2015	1,105.07	-		1561
V3061475	12/11/2015	491.67	-		4224
V3061476	12/11/2015	848.49	-		4067
V3061477	12/11/2015	1,346.14	-		3829
V3061478	12/11/2015	1,308.16	-		4187
V3061479	12/11/2015	1,088.90	-		3967
V3061480	12/11/2015	1,858.30	-		2270
V3061481	12/11/2015	1,389.29	-		3905
V3061482	12/11/2015	1,328.92	-		4055
V3061483	12/11/2015	2,493.40	-		1826
V3061484	12/11/2015	1,517.60	-		3650
V3061485	12/11/2015	893.77	-		4214
V3061486	12/11/2015	1,278.22	-		2100
V3061487	12/11/2015	902.00	-		4278
V3061488	12/11/2015	1,076.92	-		4422
V3061489	12/11/2015	1,075.69	-		4251
V3061490	12/11/2015	1,187.04	-		4081
V3061491	12/11/2015	894.94	-		4429
V3061492	12/11/2015	1,258.00	-		3642
V3061493	12/11/2015	1,491.97	-		4273
V3061494	12/11/2015	1,225.50	-		3645

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061495	12/11/2015	1,195.79	-		4142
V3061496	12/11/2015	-	-		3430
V3061497	12/11/2015	1,543.93	-		2152
V3061498	12/11/2015	1,063.10	-		1538
V3061499	12/11/2015	1,231.14	-		4450
V3061500	12/11/2015	1,377.02	-		3048
V3061501	12/11/2015	983.17	-		4154
V3061502	12/11/2015	1,300.05	-		4172
V3061503	12/11/2015	1,796.55	-		4443
V3061504	12/11/2015	536.75	-		4188
V3061505	12/11/2015	1,083.46	-		4330
V3061506	12/11/2015	3,962.75	-		4006
V3061507	12/11/2015	1,937.33	-		2537
V3061508	12/11/2015	1,209.92	-		4117
V3061509	12/11/2015	1,373.31	-		3606
V3061510	12/11/2015	1,882.50	-		4466
V3061511	12/11/2015	1,634.40	-		4467
V3061512	12/11/2015	1,646.61	-		4231
V3061513	12/11/2015	1,440.14	-		3968
V3061514	12/11/2015	2,143.41	-		2009
V3061515	12/11/2015	2,212.23	-		4336
V3061516	12/11/2015	1,601.47	-		4464
V3061517	12/11/2015	1,257.65	-		4409
V3061518	12/11/2015	2,871.58	-		4088
V3061519	12/11/2015	2,102.96	-		4173
V3061520	12/11/2015	1,222.67	-		4471
V3061521	12/11/2015	1,328.72	-		4220
V3061522	12/11/2015	1,589.02	-		2337
V3061523	12/11/2015	1,284.71	-		4337
V3061524	12/11/2015	1,591.72	-		4353
V3061525	12/11/2015	1,264.05	-		4477
V3061526	12/11/2015	1,608.73	-		3764
V3061527	12/11/2015	1,665.49	-		2831
V3061528	12/11/2015	2,035.82	-		4002
V3061529	12/11/2015	1,662.24	-		2872
V3061530	12/11/2015	1,409.00	-		4427
V3061531	12/11/2015	1,599.34	-		3644
V3061532	12/11/2015	1,629.71	-		2320
V3061533	12/11/2015	628.40	-		2040
V3061534	12/11/2015	1,466.35	-		1945
V3061535	12/11/2015	1,439.34	-		2915
V3061536	12/11/2015	2,351.30	-		4207
V3061537	12/11/2015	1,405.42	-		1054
V3061538	12/11/2015	1,475.28	-		3573
V3061539	12/11/2015	1,540.29	-		1180
V3061540	12/11/2015	1,500.09	-		2719
V3061541	12/11/2015	388.62	-		3704
V3061542	12/11/2015	1,233.34	-		4255
V3061543	12/11/2015	3,058.98	-		3758
V3061544	12/11/2015	397.26	-		2650

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061545	12/11/2015	16.75	-		4415
V3061546	12/11/2015	1,226.47	-		4080
V3061547	12/11/2015	1,862.47	-		3695
V3061548	12/11/2015	1,727.93	-		2953
V3061549	12/11/2015	436.82	-		3907
V3061550	12/11/2015	1,602.02	-		2188
V3061551	12/11/2015	1,129.78	-		2393
V3061552	12/11/2015	1,130.04	-		4140
V3061553	12/11/2015	1,597.22	-		1476
V3061554	12/11/2015	1,134.77	-		4241
V3061555	12/11/2015	728.48	-		4347
V3061556	12/11/2015	1,286.34	-		4022
V3061557	12/11/2015	1,020.61	-		4416
V3061558	12/11/2015	1,236.32	-		2529
V3061559	12/11/2015	1,020.79	-		2001
V3061560	12/11/2015	1,434.62	-		4315
V3061561	12/11/2015	1,669.06	-		1740
V3061562	12/11/2015	1,220.09	-		1597
V3061563	12/11/2015	1,374.16	-		3375
V3061564	12/11/2015	1,962.05	-		2088
V3061565	12/11/2015	1,206.36	-		4350
V3061566	12/11/2015	1,526.23	-		3252
V3061567	12/11/2015	1,228.71	-		2987
V3061568	12/11/2015	893.22	-		4435
V3061569	12/11/2015	1,392.60	-		4095
V3061570	12/11/2015	972.69	-		4424
V3061571	12/11/2015	985.16	-		4144
V3061572	12/11/2015	1,554.75	-		1075
V3061573	12/11/2015	1,808.69	-		3279
V3061574	12/11/2015	1,240.98	-		4421
V3061575	12/11/2015	600.82	-		4371
V3061576	12/11/2015	1,058.70	-		4146
V3061577	12/11/2015	916.29	-		4488
V3061578	12/11/2015	1,010.33	-		4092
V3061579	12/11/2015	1,085.98	-		4200
V3061580	12/11/2015	1,025.77	-		4191
V3061581	12/11/2015	994.65	-		4387
V3061582	12/11/2015	743.45	-		4476
V3061583	12/11/2015	1,063.67	-		4163
V3061584	12/11/2015	1,035.82	-		1502
V3061585	12/11/2015	1,512.66	-		1208
V3061586	12/11/2015	1,095.15	-		4115
V3061587	12/11/2015	1,271.33	-		1696
V3061588	12/11/2015	875.05	-		3694
V3061589	12/11/2015	1,364.57	-		2201
V3061590	12/11/2015	1,376.11	-		3387
V3061591	12/11/2015	918.95	-		4158
V3061592	12/11/2015	1,679.23	-		1329
V3061593	12/11/2015	1,777.12	-		3092
V3061594	12/11/2015	670.86	-		1528

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061595	12/11/2015	908.46	-		4157
V3061596	12/11/2015	1,164.48	-		3892
V3061597	12/11/2015	1,396.97	-		2208
V3061598	12/11/2015	1,525.00	-		4123
V3061599	12/11/2015	1,764.69	-		2963
V3061600	12/11/2015	3,236.10	-		4267
V3061601	12/11/2015	1,416.72	-		3970
V3061602	12/11/2015	2,298.77	-		4039
V3061603	12/11/2015	903.26	-		4263
V3061604	12/11/2015	1,392.73	-		4482
V3061605	12/11/2015	1,221.09	-		4431
V3061606	12/11/2015	2,285.00	-		4386
V3061607	12/11/2015	1,414.31	-		4174
V3061608	12/11/2015	1,111.62	-		4134
V3061609	12/11/2015	2,242.88	-		4418
V3061610	12/11/2015	1,732.47	-		1291
V3061611	12/11/2015	1,791.31	-		3714
V3061612	12/11/2015	1,993.67	-		1212
V3061613	12/11/2015	1,319.78	-		3935
V3061614	12/11/2015	1,082.18	-		4289
V3061615	12/11/2015	1,702.89	-		3670
V3061616	12/11/2015	1,079.06	-		4204
V3061617	12/11/2015	1,249.02	-		4073
V3061618	12/11/2015	1,438.51	-		3550
V3061619	12/11/2015	3,005.71	-		4410
V3061620	12/11/2015	1,590.80	-		3743
V3061621	12/11/2015	1,686.20	-		2170
V3061622	12/11/2015	1,529.05	-		3910
V3061623	12/11/2015	1,473.56	-		3954
V3061624	12/11/2015	2,630.07	-		3769
V3061625	12/11/2015	2,238.24	-		3847
V3061626	12/11/2015	3,170.81	-		1241
V3061627	12/11/2015	2,086.71	-		2372
V3061628	12/11/2015	5,317.65	-		1586
V3061629	12/11/2015	1,007.72	-		4398
V3061630	12/11/2015	3,432.52	-		3875
V3061631	12/11/2015	1,827.95	-		4279
V3061632	12/11/2015	2,815.23	-		4199
V3061633	12/11/2015	1,097.69	-		3554
V3061634	12/11/2015	1,114.35	-		4027
V3061635	12/11/2015	997.86	-		4343
V3061636	12/11/2015	268.05	-		4338
V3061637	12/11/2015	1,247.09	-		2814
V3061638	12/11/2015	1,182.86	-		3953
V3061639	12/11/2015	1,186.13	-		3816
V3061640	12/11/2015	1,258.62	-		4301
V3061641	12/11/2015	1,148.19	-		1293
V3061642	12/11/2015	897.64	-		2392
V3061643	12/11/2015	1,328.92	-		4048
V3061644	12/11/2015	1,047.78	-		4454

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061645	12/11/2015	2,047.72	-		1465
V3061646	12/11/2015	943.23	-		4256
V3061647	12/11/2015	931.03	-		3609
V3061648	12/11/2015	780.97	-		4257
V3061649	12/11/2015	975.53	-		3823
V3061650	12/11/2015	1,189.54	-		4407
V3061651	12/11/2015	1,439.77	-		3911
V3061652	12/11/2015	1,677.36	-		2059
V3061653	12/11/2015	1,182.06	-		3004
V3061654	12/11/2015	1,163.63	-		4329
V3061655	12/11/2015	1,612.50	-		3957
V3061656	12/11/2015	659.01	-		4400
V3061657	12/11/2015	485.75	-		4147
V3061658	12/11/2015	724.06	-		3763
V3061659	12/11/2015	921.83	-		2297
V3061660	12/11/2015	975.75	-		2310
V3061661	12/11/2015	1,585.20	-		3851
V3061662	12/11/2015	1,457.36	-		2085
V3061663	12/11/2015	850.17	-		4351
V3061664	12/11/2015	1,349.14	-		1260
V3061665	12/11/2015	652.51	-		3845
V3061666	12/11/2015	964.95	-		4287
V3061667	12/11/2015	1,998.72	-		4404
V3061668	12/11/2015	1,048.41	-		1868
V3061669	12/11/2015	1,694.08	-		4234
V3061670	12/11/2015	2,662.69	-		4487
V3061671	12/11/2015	1,411.67	-		4285
V3061672	12/11/2015	1,252.38	-		4344
V3061673	12/11/2015	1,821.66	-		1045
V3061674	12/11/2015	1,375.16	-		4046
V3061675	12/11/2015	1,103.13	-		4379
V3061676	12/11/2015	1,559.25	-		4491
V3061677	12/11/2015	1,514.41	-		4030
V3061678	12/11/2015	1,474.79	-		3975
V3061679	12/11/2015	1,449.99	-		3628
V3061680	12/11/2015	1,901.92	-		3653
V3061681	12/11/2015	1,821.56	-		4000
V3061682	12/11/2015	2,152.83	-		4259
V3061683	12/11/2015	1,681.70	-		4104
V3061684	12/11/2015	1,736.34	-		3934
V3061685	12/11/2015	2,044.06	-		4470
V3061686	12/11/2015	1,543.09	-		4304
V3061687	12/11/2015	1,259.82	-		4339
V3061688	12/11/2015	1,538.28	-		3938
V3061689	12/11/2015	530.11	-		4061
V3061690	12/11/2015	1,885.12	-		3882
V3061691	12/11/2015	1,753.23	-		4328
V3061692	12/11/2015	2,832.56	-		3464
V3061693	12/11/2015	2,257.73	-		4318
V3061694	12/11/2015	333.38	-		4378

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061695	12/11/2015	1,149.76	-		4448
V3061696	12/11/2015	324.46	-		4473
V3061697	12/11/2015	2,258.89	-		3819
V3061698	12/11/2015	1,603.72	-		4399
V3061699	12/11/2015	1,475.99	-		1531
V3061700	12/11/2015	2,136.14	-		1279
V3061701	12/11/2015	2,077.56	-		4250
V3061702	12/11/2015	1,189.99	-		4452
V3061703	12/11/2015	1,661.83	-		4445
V3061704	12/11/2015	2,887.50	-		4446
V3061705	12/11/2015	1,902.82	-		3800
V3061706	12/11/2015	1,952.91	-		4468
V3061707	12/11/2015	1,392.93	-		4236
V3061708	12/11/2015	2,255.04	-		3304
V3061709	12/11/2015	1,589.64	-		4068
V3061710	12/11/2015	2,124.55	-		4056
V3061711	12/11/2015	1,133.40	-		4098
V3061712	12/11/2015	1,516.64	-		3574
V3061713	12/11/2015	1,555.32	-		1113
V3061714	12/11/2015	1,937.81	-		4051
V3061715	12/11/2015	687.81	-		2303
V3061716	12/11/2015	1,256.40	-		3636
V3061717	12/11/2015	1,339.95	-		3756
V3061718	12/11/2015	2,100.87	-		3962
V3061719	12/11/2015	2,236.95	-		1244
V3061720	12/11/2015	1,554.86	-		1962
V3061721	12/11/2015	1,517.02	-		3686
V3061722	12/11/2015	768.38	-		3952
V3061723	12/11/2015	750.41	-		3810
V3061724	12/11/2015	462.97	-		1110
V3061725	12/11/2015	2,755.25	-		1114
V3061726	12/11/2015	1,459.57	-		4229
V3061727	12/11/2015	1,256.81	-		4355
V3061728	12/11/2015	1,706.37	-		2254
V3061729	12/11/2015	1,356.41	-		4062
V3061730	12/11/2015	3,040.43	-		2828
V3061731	12/11/2015	1,312.04	-		4305
V3061732	12/11/2015	1,923.03	-		1462
V3061733	12/11/2015	1,323.54	-		4069
V3061734	12/11/2015	1,310.07	-		4249
V3061735	12/11/2015	1,410.32	-		4484
V3061736	12/11/2015	1,244.70	-		4217
V3061737	12/11/2015	1,307.21	-		4313
V3061738	12/11/2015	1,794.78	-		4479
V3061739	12/11/2015	2,157.34	-		3450
V3061740	12/11/2015	1,525.59	-		4017
V3061741	12/11/2015	3,111.18	-		1985
V3061742	12/11/2015	1,247.31	-		4064
V3061743	12/11/2015	590.94	-		1859
V3061744	12/11/2015	383.41	-		4388

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061745	12/11/2015	2,276.54	-		2368
V3061746	12/11/2015	1,803.38	-		4375
V3061747	12/11/2015	1,216.48	-		4414
V3061748	12/11/2015	1,244.86	-		3535
V3061749	12/11/2015	1,109.60	-		3525
V3061750	12/11/2015	966.86	-		3719
V3061751	12/11/2015	841.39	-		4023
50000744	12/23/2015	-	2,750.20		3009
50000745	12/23/2015	-	1,280.46		4164
50000746	12/23/2015	-	1,691.43		1813
50000747	12/23/2015	-	724.27		4397
50000748	12/23/2015	-	525.50		4497
50000749	12/23/2015	-	525.50		4498
50000750	12/23/2015	-	26.80		4309
50000751	12/23/2015	-	3,204.47		3643
50000752	12/23/2015	-	845.09		3397
50000753	12/23/2015	-	1,096.88		3983
50000754	12/23/2015	400.00	1,648.36		2095
50000755	12/23/2015	-	714.43		4461
50000756	12/23/2015	-	1,153.35		4390
50000757	12/23/2015	-	1,229.54		3777
50000758	12/23/2015	-	1,198.92		2024
50000759	12/23/2015	-	519.51		4376
50000760	12/23/2015	-	904.68		3239
50000761	12/23/2015	-	415.30		4326
50000762	12/23/2015	-	2,311.19		2119
50000763	12/23/2015	-	1,018.58		4472
50000764	12/23/2015	-	1,869.06		4494
50000765	12/23/2015	-	1,776.78		4495
50000766	12/23/2015	200.00	928.24		3322
50000767	12/23/2015	-	478.27		4496
50000768	12/23/2015	-	970.95		4394
50000769	12/23/2015	-	564.62		4420
50000770	12/23/2015	-	1,095.71		4184
50000771	12/23/2015	-	1,169.64		3630
50000772	12/23/2015	-	1,377.16		2413
50000773	12/23/2015	-	1,235.75		4063
50000774	12/23/2015	-	1,419.08		4382
50000775	12/23/2015	-	1,678.13		4442
50000776	12/23/2015	-	302.89		3973
50000777	12/23/2015	-	328.25		4240
50000778	12/23/2015	-	329.91		4405
50000779	12/23/2015	-	329.91		1420
50000780	12/23/2015	-	329.91		4087
50000781	12/23/2015	-	1,455.37		4126
50000782	12/23/2015	-	1,353.39		4321
50000783	12/23/2015	-	1,316.55		1557
50000784	12/23/2015	-	1,236.65		4475
50000785	12/23/2015	-	982.50		3523
50000786	12/23/2015	-	987.41		3786

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
50000787	12/23/2015	-	2,516.97		2862
50000788	12/23/2015	-	1,002.68		4009
50000789	12/23/2015	-	1,411.39		4380
50000790	12/23/2015	-	687.19		4490
50000791	12/23/2015	-	952.03		2034
50000792	12/23/2015	-	1,415.18		1828
50000793	12/23/2015	-	1,198.31		3669
50000794	12/23/2015	-	1,076.64		4469
50000795	12/23/2015	-	964.94		4287
50000796	12/23/2015	-	1,741.01		3514
50000797	12/23/2015	800.00	382.18		3896
50000798	12/23/2015	-	2,056.90		3199
50000799	12/23/2015	-	897.11		3515
50000800	12/23/2015	-	680.99		3709
50000801	12/23/2015	-	1,027.76		4493
50000802	12/23/2015	-	755.11		3494
50000803	12/23/2015	-	638.70		3203
50000804	12/23/2015	-	55.61		4222
V3061752	12/23/2015	2,443.57	-		3943
V3061753	12/23/2015	1,516.93	-		3135
V3061754	12/23/2015	1,999.05	-		4223
V3061755	12/23/2015	1,162.39	-		3945
V3061756	12/23/2015	1,479.48	-		2774
V3061757	12/23/2015	2,697.22	-		4219
V3061758	12/23/2015	1,407.33	-		3174
V3061759	12/23/2015	2,287.41	-		3771
V3061760	12/23/2015	3,075.42	-		2997
V3061761	12/23/2015	1,868.59	-		3944
V3061762	12/23/2015	1,394.39	-		3836
V3061763	12/23/2015	1,586.01	-		4453
V3061764	12/23/2015	1,217.24	-		3637
V3061765	12/23/2015	6,552.44	-		3887
V3061766	12/23/2015	2,599.72	-		4096
V3061767	12/23/2015	2,472.31	-		4230
V3061768	12/23/2015	3,291.51	-		3784
V3061769	12/23/2015	1,172.67	-		4269
V3061770	12/23/2015	1,277.57	-		2796
V3061771	12/23/2015	1,741.42	-		4275
V3061772	12/23/2015	1,317.06	-		4437
V3061773	12/23/2015	2,291.46	-		3368
V3061774	12/23/2015	1,241.43	-		2029
V3061775	12/23/2015	1,304.79	-		4348
V3061776	12/23/2015	963.01	-		4079
V3061777	12/23/2015	1,325.16	-		2294
V3061778	12/23/2015	1,192.48	-		3683
V3061779	12/23/2015	1,646.11	-		4258
V3061780	12/23/2015	1,291.61	-		3674
V3061781	12/23/2015	715.67	-		2125
V3061782	12/23/2015	1,336.29	-		4356
V3061783	12/23/2015	1,060.78	-		4216

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061784	12/23/2015	1,041.33	-		3668
V3061785	12/23/2015	1,735.92	-		2031
V3061786	12/23/2015	1,390.23	-		4004
V3061787	12/23/2015	1,414.29	-		4389
V3061788	12/23/2015	1,159.83	-		3929
V3061789	12/23/2015	1,205.41	-		4489
V3061790	12/23/2015	1,443.54	-		4368
V3061791	12/23/2015	1,035.46	-		4093
V3061792	12/23/2015	1,203.05	-		2016
V3061793	12/23/2015	1,154.17	-		4153
V3061794	12/23/2015	1,350.54	-		2272
V3061795	12/23/2015	1,049.32	-		4438
V3061796	12/23/2015	1,328.36	-		4419
V3061797	12/23/2015	979.04	-		4432
V3061798	12/23/2015	1,824.39	-		1060
V3061799	12/23/2015	2,246.29	-		3495
V3061800	12/23/2015	2,332.19	-		3861
V3061801	12/23/2015	1,100.63	-		4041
V3061802	12/23/2015	1,407.94	-		3979
V3061803	12/23/2015	1,454.14	-		4090
V3061804	12/23/2015	1,179.02	-		4342
V3061805	12/23/2015	1,255.34	-		4086
V3061806	12/23/2015	944.93	-		3863
V3061807	12/23/2015	1,037.65	-		4444
V3061808	12/23/2015	2,329.50	-		3864
V3061809	12/23/2015	1,290.88	-		4362
V3061810	12/23/2015	1,143.50	-		4483
V3061811	12/23/2015	1,427.93	-		4369
V3061812	12/23/2015	1,131.66	-		4303
V3061813	12/23/2015	1,189.00	-		4333
V3061814	12/23/2015	1,235.19	-		4459
V3061815	12/23/2015	959.43	-		4396
V3061816	12/23/2015	1,500.55	-		4150
V3061817	12/23/2015	1,165.53	-		4492
V3061818	12/23/2015	2,086.41	-		3580
V3061819	12/23/2015	1,156.98	-		4341
V3061820	12/23/2015	1,395.88	-		4254
V3061821	12/23/2015	1,297.04	-		1013
V3061822	12/23/2015	1,220.16	-		4066
V3061823	12/23/2015	2,865.95	-		2250
V3061824	12/23/2015	1,168.41	-		4252
V3061825	12/23/2015	1,241.26	-		4352
V3061826	12/23/2015	2,310.27	-		3766
V3061827	12/23/2015	1,820.06	-		2528
V3061828	12/23/2015	1,064.03	-		4196
V3061829	12/23/2015	1,948.18	-		4161
V3061830	12/23/2015	3,076.72	-		2818
V3061831	12/23/2015	1,732.77	-		2336
V3061832	12/23/2015	1,241.44	-		4282
V3061833	12/23/2015	1,083.32	-		4433

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061834	12/23/2015	2,572.49	-		4024
V3061835	12/23/2015	1,228.05	-		3308
V3061836	12/23/2015	1,128.22	-		4413
V3061837	12/23/2015	2,154.66	-		4274
V3061838	12/23/2015	996.85	-		4284
V3061839	12/23/2015	1,881.85	-		3927
V3061840	12/23/2015	2,230.89	-		3448
V3061841	12/23/2015	969.77	-		4166
V3061842	12/23/2015	1,291.97	-		4335
V3061843	12/23/2015	1,292.56	-		4148
V3061844	12/23/2015	1,187.38	-		4127
V3061845	12/23/2015	1,356.79	-		4331
V3061846	12/23/2015	1,789.66	-		1888
V3061847	12/23/2015	1,204.11	-		4425
V3061848	12/23/2015	1,280.21	-		4209
V3061849	12/23/2015	1,324.99	-		4439
V3061850	12/23/2015	1,465.00	-		4395
V3061851	12/23/2015	2,016.54	-		3841
V3061852	12/23/2015	1,259.84	-		4458
V3061853	12/23/2015	1,360.49	-		3925
V3061854	12/23/2015	1,261.78	-		4465
V3061855	12/23/2015	1,305.05	-		4097
V3061856	12/23/2015	1,221.27	-		4486
V3061857	12/23/2015	1,399.79	-		4360
V3061858	12/23/2015	3,074.87	-		2728
V3061859	12/23/2015	1,359.14	-		3926
V3061860	12/23/2015	1,181.68	-		4314
V3061861	12/23/2015	1,125.39	-		4401
V3061862	12/23/2015	1,586.67	-		4195
V3061863	12/23/2015	700.80	-		4332
V3061864	12/23/2015	1,095.28	-		4434
V3061865	12/23/2015	1,180.83	-		4334
V3061866	12/23/2015	1,153.92	-		4011
V3061867	12/23/2015	2,362.78	-		1440
V3061868	12/23/2015	1,252.83	-		4412
V3061869	12/23/2015	1,433.41	-		3752
V3061870	12/23/2015	-	-		1819
V3061871	12/23/2015	3,027.53	-		2450
V3061872	12/23/2015	1,577.94	-		4460
V3061873	12/23/2015	3,183.94	-		2662
V3061874	12/23/2015	1,016.56	-		4349
V3061875	12/23/2015	1,254.58	-		4168
V3061876	12/23/2015	1,451.33	-		2556
V3061877	12/23/2015	1,544.69	-		3855
V3061878	12/23/2015	486.31	-		3838
V3061879	12/23/2015	224.18	-		1491
V3061880	12/23/2015	3,091.59	-		3747
V3061881	12/23/2015	2,200.46	-		4227
V3061882	12/23/2015	1,887.00	-		1389
V3061883	12/23/2015	1,270.33	-		1033

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061884	12/23/2015	2,512.96	-		1436
V3061885	12/23/2015	1,631.35	-		4302
V3061886	12/23/2015	1,638.79	-		3598
V3061887	12/23/2015	1,610.74	-		3958
V3061888	12/23/2015	4,533.09	-		3383
V3061889	12/23/2015	1,814.45	-		3030
V3061890	12/23/2015	1,071.44	-		4075
V3061891	12/23/2015	1,557.10	-		2793
V3061892	12/23/2015	1,149.11	-		4270
V3061893	12/23/2015	1,871.60	-		2433
V3061894	12/23/2015	843.85	-		3332
V3061895	12/23/2015	1,089.82	-		4403
V3061896	12/23/2015	1,915.63	-		1853
V3061897	12/23/2015	966.29	-		3435
V3061898	12/23/2015	818.98	-		3538
V3061899	12/23/2015	834.75	-		3506
V3061900	12/23/2015	2,431.19	-		3740
V3061901	12/23/2015	1,414.72	-		4212
V3061902	12/23/2015	930.16	-		4101
V3061903	12/23/2015	1,122.86	-		4441
V3061904	12/23/2015	1,105.03	-		4478
V3061905	12/23/2015	1,021.66	-		1861
V3061906	12/23/2015	1,356.17	-		2055
V3061907	12/23/2015	1,395.28	-		1167
V3061908	12/23/2015	1,344.64	-		3349
V3061909	12/23/2015	903.91	-		4057
V3061910	12/23/2015	1,386.84	-		4060
V3061911	12/23/2015	855.72	-		4203
V3061912	12/23/2015	804.47	-		1980
V3061913	12/23/2015	801.00	-		4177
V3061914	12/23/2015	1,065.23	-		1259
V3061915	12/23/2015	1,447.25	-		4040
V3061916	12/23/2015	800.87	-		2033
V3061917	12/23/2015	1,461.70	-		3565
V3061918	12/23/2015	1,801.93	-		3830
V3061919	12/23/2015	1,050.21	-		4202
V3061920	12/23/2015	926.23	-		1905
V3061921	12/23/2015	453.09	-		4392
V3061922	12/23/2015	1,094.46	-		3508
V3061923	12/23/2015	824.72	-		4296
V3061924	12/23/2015	1,241.90	-		4286
V3061925	12/23/2015	1,081.06	-		3428
V3061926	12/23/2015	850.10	-		4451
V3061927	12/23/2015	1,191.10	-		4430
V3061928	12/23/2015	1,030.70	-		3330
V3061929	12/23/2015	995.42	-		3507
V3061930	12/23/2015	873.51	-		4114
V3061931	12/23/2015	1,462.86	-		3035
V3061932	12/23/2015	1,536.72	-		2139
V3061933	12/23/2015	1,114.38	-		3660

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061934	12/23/2015	1,110.48	-		4417
V3061935	12/23/2015	1,270.26	-		3599
V3061936	12/23/2015	1,741.37	-		1073
V3061937	12/23/2015	1,603.72	-		4457
V3061938	12/23/2015	1,279.74	-		4283
V3061939	12/23/2015	1,425.00	-		3900
V3061940	12/23/2015	1,984.18	-		1342
V3061941	12/23/2015	1,421.86	-		4455
V3061942	12/23/2015	2,605.46	-		4322
V3061943	12/23/2015	3,735.80	-		3727
V3061944	12/23/2015	1,448.78	-		4181
V3061945	12/23/2015	1,199.69	-		3659
V3061946	12/23/2015	1,119.39	-		4215
V3061947	12/23/2015	1,531.36	-		1038
V3061948	12/23/2015	1,000.49	-		3401
V3061949	12/23/2015	910.64	-		4406
V3061950	12/23/2015	1,821.24	-		3597
V3061951	12/23/2015	1,111.11	-		4021
V3061952	12/23/2015	1,151.63	-		2331
V3061953	12/23/2015	818.43	-		4277
V3061954	12/23/2015	1,096.14	-		2195
V3061955	12/23/2015	1,154.20	-		3604
V3061956	12/23/2015	863.96	-		4423
V3061957	12/23/2015	1,302.50	-		2114
V3061958	12/23/2015	1,006.61	-		4372
V3061959	12/23/2015	1,062.89	-		3179
V3061960	12/23/2015	870.35	-		4436
V3061961	12/23/2015	1,585.42	-		2279
V3061962	12/23/2015	1,496.96	-		2423
V3061963	12/23/2015	672.36	-		1220
V3061964	12/23/2015	2,992.31	-		3661
V3061965	12/23/2015	954.90	-		2240
V3061966	12/23/2015	396.36	-		4327
V3061967	12/23/2015	1,533.01	-		3913
V3061968	12/23/2015	978.18	-		1123
V3061969	12/23/2015	925.72	-		1561
V3061970	12/23/2015	389.41	-		4224
V3061971	12/23/2015	848.49	-		4067
V3061972	12/23/2015	1,346.14	-		3829
V3061973	12/23/2015	1,308.15	-		4187
V3061974	12/23/2015	1,088.89	-		3967
V3061975	12/23/2015	1,858.30	-		2270
V3061976	12/23/2015	1,389.29	-		3905
V3061977	12/23/2015	1,304.93	-		4055
V3061978	12/23/2015	2,493.40	-		1826
V3061979	12/23/2015	1,566.49	-		3650
V3061980	12/23/2015	1,032.81	-		4214
V3061981	12/23/2015	1,249.25	-		2100
V3061982	12/23/2015	902.00	-		4278
V3061983	12/23/2015	1,076.92	-		4422

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3061984	12/23/2015	1,063.59	-		4251
V3061985	12/23/2015	1,187.05	-		4081
V3061986	12/23/2015	914.41	-		3951
V3061987	12/23/2015	883.76	-		4429
V3061988	12/23/2015	1,307.68	-		3642
V3061989	12/23/2015	1,448.85	-		4273
V3061990	12/23/2015	1,241.54	-		3645
V3061991	12/23/2015	1,164.45	-		4142
V3061992	12/23/2015	-	-		3430
V3061993	12/23/2015	1,543.93	-		2152
V3061994	12/23/2015	1,063.10	-		1538
V3061995	12/23/2015	1,231.14	-		4450
V3061996	12/23/2015	1,377.02	-		3048
V3061997	12/23/2015	870.55	-		4154
V3061998	12/23/2015	1,237.40	-		4172
V3061999	12/23/2015	1,796.55	-		4443
V3062000	12/23/2015	540.08	-		4188
V3062001	12/23/2015	1,008.70	-		4330
V3062002	12/23/2015	3,962.76	-		4006
V3062003	12/23/2015	1,937.33	-		2537
V3062004	12/23/2015	1,209.92	-		4117
V3062005	12/23/2015	1,373.31	-		3606
V3062006	12/23/2015	1,882.50	-		4466
V3062007	12/23/2015	1,634.40	-		4467
V3062008	12/23/2015	1,646.60	-		4231
V3062009	12/23/2015	1,374.76	-		3968
V3062010	12/23/2015	2,143.41	-		2009
V3062011	12/23/2015	2,212.23	-		4336
V3062012	12/23/2015	1,601.46	-		4464
V3062013	12/23/2015	1,274.42	-		4409
V3062014	12/23/2015	2,871.58	-		4088
V3062015	12/23/2015	1,931.95	-		4173
V3062016	12/23/2015	1,222.67	-		4471
V3062017	12/23/2015	1,328.72	-		4220
V3062018	12/23/2015	1,589.02	-		2337
V3062019	12/23/2015	1,284.72	-		4337
V3062020	12/23/2015	1,537.12	-		4353
V3062021	12/23/2015	1,264.05	-		4477
V3062022	12/23/2015	1,608.73	-		3764
V3062023	12/23/2015	1,665.48	-		2831
V3062024	12/23/2015	2,035.82	-		4002
V3062025	12/23/2015	1,662.24	-		2872
V3062026	12/23/2015	1,409.01	-		4427
V3062027	12/23/2015	1,640.25	-		3644
V3062028	12/23/2015	1,629.71	-		2320
V3062029	12/23/2015	628.40	-		2040
V3062030	12/23/2015	1,466.35	-		1945
V3062031	12/23/2015	1,451.62	-		2915
V3062032	12/23/2015	2,351.30	-		4207
V3062033	12/23/2015	1,405.42	-		1054

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3062034	12/23/2015	1,475.29	-		3573
V3062035	12/23/2015	1,540.29	-		1180
V3062036	12/23/2015	1,500.10	-		2719
V3062037	12/23/2015	388.62	-		3704
V3062038	12/23/2015	1,233.33	-		4255
V3062039	12/23/2015	3,058.97	-		3758
V3062040	12/23/2015	397.25	-		2650
V3062041	12/23/2015	1,226.47	-		4080
V3062042	12/23/2015	1,862.47	-		3695
V3062043	12/23/2015	1,727.93	-		2953
V3062044	12/23/2015	403.47	-		3907
V3062045	12/23/2015	1,602.00	-		2188
V3062046	12/23/2015	1,129.79	-		2393
V3062047	12/23/2015	1,015.49	-		4140
V3062048	12/23/2015	1,464.57	-		1476
V3062049	12/23/2015	929.89	-		4241
V3062050	12/23/2015	709.79	-		4347
V3062051	12/23/2015	1,286.34	-		4022
V3062052	12/23/2015	914.41	-		4416
V3062053	12/23/2015	1,236.32	-		2529
V3062054	12/23/2015	1,020.78	-		2001
V3062055	12/23/2015	1,434.63	-		4315
V3062056	12/23/2015	2,438.89	-		1740
V3062057	12/23/2015	1,220.09	-		1597
V3062058	12/23/2015	1,374.16	-		3375
V3062059	12/23/2015	1,962.05	-		2088
V3062060	12/23/2015	1,206.36	-		4350
V3062061	12/23/2015	1,526.23	-		3252
V3062062	12/23/2015	1,228.72	-		2987
V3062063	12/23/2015	893.21	-		4435
V3062064	12/23/2015	1,392.59	-		4095
V3062065	12/23/2015	972.69	-		4424
V3062066	12/23/2015	985.16	-		4144
V3062067	12/23/2015	1,554.75	-		1075
V3062068	12/23/2015	1,808.69	-		3279
V3062069	12/23/2015	1,240.98	-		4421
V3062070	12/23/2015	600.82	-		4371
V3062071	12/23/2015	1,058.70	-		4146
V3062072	12/23/2015	916.28	-		4488
V3062073	12/23/2015	1,010.33	-		4092
V3062074	12/23/2015	1,085.96	-		4200
V3062075	12/23/2015	1,025.77	-		4191
V3062076	12/23/2015	994.65	-		4387
V3062077	12/23/2015	743.45	-		4476
V3062078	12/23/2015	1,063.67	-		4163
V3062079	12/23/2015	1,035.82	-		1502
V3062080	12/23/2015	1,512.66	-		1208
V3062081	12/23/2015	1,095.15	-		4115
V3062082	12/23/2015	1,271.33	-		1696
V3062083	12/23/2015	875.06	-		3694

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3062084	12/23/2015	1,364.57	-		2201
V3062085	12/23/2015	1,376.11	-		3387
V3062086	12/23/2015	918.95	-		4158
V3062087	12/23/2015	1,679.23	-		1329
V3062088	12/23/2015	1,777.12	-		3092
V3062089	12/23/2015	670.86	-		1528
V3062090	12/23/2015	908.46	-		4157
V3062091	12/23/2015	1,164.47	-		3892
V3062092	12/23/2015	1,396.97	-		2208
V3062093	12/23/2015	1,283.77	-		4123
V3062094	12/23/2015	1,764.69	-		2963
V3062095	12/23/2015	3,453.81	-		4267
V3062096	12/23/2015	1,416.71	-		3970
V3062097	12/23/2015	2,095.89	-		4039
V3062098	12/23/2015	1,081.37	-		4263
V3062099	12/23/2015	1,379.93	-		4482
V3062100	12/23/2015	1,239.67	-		4431
V3062101	12/23/2015	2,285.00	-		4386
V3062102	12/23/2015	1,317.91	-		4174
V3062103	12/23/2015	1,040.21	-		4134
V3062104	12/23/2015	2,242.88	-		4418
V3062105	12/23/2015	1,765.30	-		1291
V3062106	12/23/2015	1,791.31	-		3714
V3062107	12/23/2015	1,993.66	-		1212
V3062108	12/23/2015	1,242.44	-		3935
V3062109	12/23/2015	1,082.18	-		4289
V3062110	12/23/2015	1,702.89	-		3670
V3062111	12/23/2015	1,079.06	-		4204
V3062112	12/23/2015	1,249.02	-		4073
V3062113	12/23/2015	1,438.51	-		3550
V3062114	12/23/2015	3,005.71	-		4410
V3062115	12/23/2015	1,590.80	-		3743
V3062116	12/23/2015	1,616.76	-		2170
V3062117	12/23/2015	1,529.05	-		3910
V3062118	12/23/2015	1,519.47	-		3954
V3062119	12/23/2015	2,630.07	-		3769
V3062120	12/23/2015	2,238.24	-		3847
V3062121	12/23/2015	3,170.81	-		1241
V3062122	12/23/2015	1,951.98	-		2372
V3062123	12/23/2015	5,307.74	-		1586
V3062124	12/23/2015	1,045.36	-		4398
V3062125	12/23/2015	3,698.21	-		3875
V3062126	12/23/2015	1,827.95	-		4279
V3062127	12/23/2015	2,815.23	-		4199
V3062128	12/23/2015	916.06	-		3554
V3062129	12/23/2015	1,114.35	-		4027
V3062130	12/23/2015	997.86	-		4343
V3062131	12/23/2015	357.40	-		4338
V3062132	12/23/2015	1,247.09	-		2814
V3062133	12/23/2015	1,182.85	-		3953

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3062134	12/23/2015	1,186.13	-		3816
V3062135	12/23/2015	1,258.62	-		4301
V3062136	12/23/2015	1,148.19	-		1293
V3062137	12/23/2015	897.64	-		2392
V3062138	12/23/2015	1,328.92	-		4048
V3062139	12/23/2015	1,047.80	-		4454
V3062140	12/23/2015	2,047.73	-		1465
V3062141	12/23/2015	943.24	-		4256
V3062142	12/23/2015	931.03	-		3609
V3062143	12/23/2015	780.97	-		4257
V3062144	12/23/2015	975.53	-		3823
V3062145	12/23/2015	1,189.54	-		4407
V3062146	12/23/2015	1,439.76	-		3911
V3062147	12/23/2015	1,677.36	-		2059
V3062148	12/23/2015	1,182.06	-		3004
V3062149	12/23/2015	1,163.63	-		4329
V3062150	12/23/2015	1,612.50	-		3957
V3062151	12/23/2015	494.31	-		4400
V3062152	12/23/2015	485.76	-		4147
V3062153	12/23/2015	724.06	-		3763
V3062154	12/23/2015	921.82	-		2297
V3062155	12/23/2015	948.66	-		2310
V3062156	12/23/2015	1,585.20	-		3851
V3062157	12/23/2015	1,589.11	-		2085
V3062158	12/23/2015	850.16	-		4351
V3062159	12/23/2015	1,090.56	-		1260
V3062160	12/23/2015	511.92	-		3845
V3062161	12/23/2015	1,989.62	-		4404
V3062162	12/23/2015	1,048.41	-		1868
V3062163	12/23/2015	1,694.08	-		4234
V3062164	12/23/2015	2,461.67	-		4487
V3062165	12/23/2015	1,411.67	-		4285
V3062166	12/23/2015	1,252.38	-		4344
V3062167	12/23/2015	1,821.66	-		1045
V3062168	12/23/2015	1,375.16	-		4046
V3062169	12/23/2015	1,377.26	-		4379
V3062170	12/23/2015	1,559.24	-		4491
V3062171	12/23/2015	1,514.41	-		4030
V3062172	12/23/2015	1,474.78	-		3975
V3062173	12/23/2015	1,698.60	-		3628
V3062174	12/23/2015	1,859.18	-		3653
V3062175	12/23/2015	1,821.56	-		4000
V3062176	12/23/2015	2,131.94	-		4259
V3062177	12/23/2015	1,681.70	-		4104
V3062178	12/23/2015	557.54	-		4262
V3062179	12/23/2015	1,651.14	-		3934
V3062180	12/23/2015	2,466.39	-		4470
V3062181	12/23/2015	1,237.77	-		4304
V3062182	12/23/2015	1,259.82	-		4339
V3062183	12/23/2015	1,324.75	-		3938

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3062184	12/23/2015	2,534.55	-		3882
V3062185	12/23/2015	1,753.23	-		4328
V3062186	12/23/2015	2,364.31	-		3464
V3062187	12/23/2015	2,682.20	-		4318
V3062188	12/23/2015	405.85	-		4378
V3062189	12/23/2015	1,149.77	-		4448
V3062190	12/23/2015	360.69	-		4473
V3062191	12/23/2015	2,123.26	-		3773
V3062192	12/23/2015	2,258.89	-		3819
V3062193	12/23/2015	1,594.63	-		4399
V3062194	12/23/2015	1,522.99	-		1531
V3062195	12/23/2015	2,123.55	-		1279
V3062196	12/23/2015	2,047.71	-		4250
V3062197	12/23/2015	1,189.98	-		4452
V3062198	12/23/2015	1,577.47	-		4445
V3062199	12/23/2015	2,887.50	-		4446
V3062200	12/23/2015	1,963.74	-		3800
V3062201	12/23/2015	2,050.31	-		4468
V3062202	12/23/2015	1,447.04	-		4236
V3062203	12/23/2015	2,102.15	-		3304
V3062204	12/23/2015	1,540.13	-		4068
V3062205	12/23/2015	2,124.55	-		4056
V3062206	12/23/2015	1,133.41	-		4098
V3062207	12/23/2015	1,448.66	-		3574
V3062208	12/23/2015	1,555.32	-		1113
V3062209	12/23/2015	1,937.81	-		4051
V3062210	12/23/2015	687.80	-		2303
V3062211	12/23/2015	1,256.41	-		3636
V3062212	12/23/2015	1,339.95	-		3756
V3062213	12/23/2015	2,529.21	-		3962
V3062214	12/23/2015	2,381.22	-		1244
V3062215	12/23/2015	1,487.99	-		1962
V3062216	12/23/2015	1,517.02	-		3686
V3062217	12/23/2015	768.38	-		3952
V3062218	12/23/2015	686.66	-		3810
V3062219	12/23/2015	462.96	-		1110
V3062220	12/23/2015	2,755.25	-		1114
V3062221	12/23/2015	1,459.57	-		4229
V3062222	12/23/2015	1,256.81	-		4355
V3062223	12/23/2015	1,877.49	-		2254
V3062224	12/23/2015	820.38	-		4062
V3062225	12/23/2015	3,126.54	-		2828
V3062226	12/23/2015	1,781.93	-		4305
V3062227	12/23/2015	2,273.71	-		1462
V3062228	12/23/2015	1,305.87	-		4069
V3062229	12/23/2015	1,676.00	-		4249
V3062230	12/23/2015	1,212.64	-		4484
V3062231	12/23/2015	1,157.32	-		4217
V3062232	12/23/2015	1,150.87	-		4313
V3062233	12/23/2015	1,552.61	-		4479

Check/ Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3062234	12/23/2015	1,863.52	-		3450
V3062235	12/23/2015	1,359.19	-		4017
V3062236	12/23/2015	1,682.78	-		1985
V3062237	12/23/2015	1,247.30	-		4064
V3062238	12/23/2015	590.94	-		1859
V3062239	12/23/2015	418.65	-		4388
V3062240	12/23/2015	2,276.54	-		2368
V3062241	12/23/2015	1,955.00	-		4375
V3062242	12/23/2015	1,216.47	-		4414
V3062243	12/23/2015	1,244.86	-		3535
V3062244	12/23/2015	1,109.60	-		3525
V3062245	12/23/2015	966.86	-		3719
V3062246	12/23/2015	841.39	-		4023

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 Department: County Clerk

Bulk Item: Yes ___ No ___ Staff Contact /Phone #: Cheryl Robertson 305-292-3532

AGENDA ITEM WORDING: Official Approval of Nov 17, 2015 Regular BOCC Meeting Minutes

ITEM BACKGROUND:

see attached

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
Tuesday, November 17, 2015
Key West, 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 Sylvia Murphy, Commissioner David Rice and Mayor Danny Kolhage. Also present at the meeting were; Bob Shillinger, County Attorney; Amy Heavilin, County Clerk; Cheryl Robertson, Deputy Clerk; county staff and members of the general public.

Item A **PRESENTATION TO MAYOR KOLHAGE**

Item B **COMMENTS FROM COMMISSIONERS**

CALL TO ORDER OF 2015 BOARD OF COUNTY COMMISSIONERS

COMMISSION ORGANIZATION

Item C1 Selection of Mayor and Mayor Pro Tem of the Commission. A Motion was made by Commissioner Murphy and seconded by Commissioner Rice to select Commissioner Carruthers as the next Mayor. Motion was carried unanimously. A Motion was made by Commissioner Rice and seconded by Commissioner Kolhage to select Commissioner Neugent as the next Mayor Pro Tem. Motion was carried unanimously.

Item C2 A Motion was made by Commissioner Murphy and seconded by Commissioner Rice for approval of a resolution electing the Mayor and Mayor Pro Tem for the Board of County Commissioners. Motion was carried unanimously.

RESOLUTION #343-2015 IS INCORPORATED HEREIN BY REFERENCE

Item C3 A Motion was made by Commissioner Murphy and seconded by Commissioner Kolhage for approval of a Resolution authorizing the Mayor and Clerk of the Board to sign all warrants, legal documents and any other necessary papers and documents; and stating that the presently authorized signatures validating County checks are hereby continued for sixty days from this date in order to meet payroll and other necessary obligations. Motion was carried unanimously.

RESOLUTION #344-2015 IS INCORPORATED HEREIN BY RFERENCE

ADDITIONS, CORRECTIONS, DELETIONS

Item D1 Motion was made by Commissioner Rice 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 E1 Proclamation proclaiming November 14-22, 2015 as National Hunger and Homelessness Awareness Week in Monroe County, FL.

Item E2 Proclamation designating December 21, 015 as National Homeless Persons Memorial Day.

Item E3 Proclamation designating November 2015 as National Home Care Month in Monroe County, FL.

Item E4 Presentation of the 3rd Quarter Employee Service Award to Ms. Anna Haskins, Special Needs Coordinator, Social Services Department.

BULK APPROVALS

Mayor Carruthers addressed the audience regarding the Rules of Bulk Approval's items. Motion was made by Commissioner Rice and seconded by Commissioner Murphy granting approval of the following bulk items. Motion passed unanimously.

Item F1 Board granted approval of the FY 2016 Airline Rates and Charges for the Key West Intenational Airport, effective October 1, 2015.

Item F2 Board granted approval to enter into a Supporting Sponsor Agreement with Naval Air Station Key West in the amount $5000 (Airport Operating Funds), in support of the 2016 Southernmost Air Spectacular Air Show to be held on April 2 & 3, 2016.

Item F3 Board granted approval of Jacobs Project Management Co.'s Task Order# 12/14-43 for the Services Authorized: Emergency Alert System PSO#43 in the amount of $83,404 to be funded by FDOT-AQE35 Suplemental#4 grant executed 10/29/2015 and local match from Airport Operating funds (Planning Studies).

Item F4 Board granted ratification and approval of State of Florida Department of Transportation Joint Participation Agreement Number Four for Contract#AQE35 (Planning Studies at both EYW & MTH Airports), which increases the funding of the original grant by $650,000. Key West International Airport is funded 50% FDOT and 50% KWIA operating funds while Marathon Airport is funded 80% FDOT and 20% MTH operating funds.

Item F5 Board granted ratification and approval of State of Florida Department of Transportation Joint Participation Agreement Number AQH10 providing funding for EYW Termi • RESOLUTION nal Annex Modification Phase II, Customs and Border Protection facility at the Key West International Airport in the total amount of $597,202 to be funded 50% FDOT ($298,601) and 50% Airport operating funds ($298,601). (AIRPORT: REVISED BACK-UP ONLY – AIS NOW INITIALED.)

Item F6 Board granted approval to extend the existing fuel contract with Dion Oil Company, LLC for the second (2nd) additional one year term beginning January 21st, 2016.

Item F7 Board granted approval for the Library to close on Saturday, December 26, 2015.

Item F8 Board granted approval of the Library Plan of Service for the year 2016.

Item F9 Board granted approval of various resolutions for the transfer of funds and resolutions for the receipt of unanticipated revenue. (OMB REVISED BACKUP 11/9/15 : Revised Resolution Nos. 8, 10, 19, 25 and 28 and added Resolutions #29-37)

- **Resolution #345-2015 amending of resolution #116-2015 Fund 312**
- **Resolution #346-2015 receipt of unanticipated funds for Fund 158**
- **Resolution #347-2015 receipt of unanticipated funds for Fund 158**
- **Resolution #348-2015 receipt of unanticipated funds for Fund 001**
- **Resolution #349-2015 receipt of unanticipated funds for Fund 158**
- **Resolution #350-2015 receipt of unanticipated funds for Fund 158**
- **Resolution #351-2015 transfer of funds for Fund 001 & 502**
- **Resolution #352-2015 transfer of funds for Fund 001, 149, 166, 175**
- **Resolution #353-2015 receipt of unanticipated funds for Fund 312**
- **Resolution #354-2015 rescinding resolution 334-2015 receipt of unanticipated funds for Fund 312**
- **Resolution #355-2015 rollover of unanticipated Fund 125**
- **Resolution #356-2015 transfer of funds for Fund 001**
- **Resolution #357-2015 rollover of unanticipated Fund 304**
- **Resolution #358-2015 transfer of funds for Fund 158**
- **Resolution #359-2015 transfer of funds for Fund 158**
- **Resolution #360-2015 transfer of funds for Fund 158**
- **Resolution #361-2015 rollover of unanticipated Fund 125**
- **Resolution #362-2015 rollover of unanticipated Fund 125**
- **Resolution #363-2015 transfer of funds for Fund 403, 404, & 406**
- **Resolution #364-2015 receipt of unanticipated funds for Fund 125**
- **Resolution #365-2015 receipt of unanticipated funds for Fund 125**
- **Resolution #366-2015 receipt of unanticipated funds for Fund 125**

- **Resoltuion #367-2015 receipt of unanticipated funds for Fund 101**
- **Resolution #368-2015 transfer of funds for Fund 304**
- **Resolution #369-2015 rescinding resolution 260-2015 receipt of unanticipated funds for Fund 404**
- **Resolution #370-2015 receipt of unanticipated funds for Fund 404**
- **Resolution #371-2015 receipt of unanticipated funds for Fund 404**
- **Resolution #372-2015 transfer of funds for Fund 148 & 180**
- **Resolution #373-2015 receipt of unanticipated funds for Fund 406**
- **Resolution #374-2015 receipt of unanticipated funds for Fund 403**
- **Resolution #375-2015 receipt of unanticipated funds for Fund 403**
- **Resolution #376-2015 receipt of unanticipated funds for Fund 403**
- **Resolution #377-2015 receipt of unanticipated funds for Fund 125**
- **Resolution #378-2015 receipt of unanticipated funds for Fund 406**
- **Resolution #379-2015 receipt of unanticipated funds for Fund 406**
- **Resolution #380-2015 transfer of funds for Fund 312**
- **Resolution #381-2015 receipt of unanticipated funds for Fund 312**
- **Resolution #382-2015 receipt of unanticipated funds for Fund 312**
- **Resolution #383-2015 receipt of unanticipated funds for Fund 314**

Item F10 Board granted approval of a General Fund Transfer for the Sheriff: to transfer funds for FY15 between functional distributions in accordance with F.S. 30.49(2)(a).

Item F12 Board granted 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 $165.00 commencing December 01, 2015.

Item F13 Board granted 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 $240.00 commencing November 01, 2015.

Item F14 Board granted acceptance of the Monroe County Length of Service Award Program (LOSAP) actuarial valuation report for the Plan Year 2015 and transfer of funds for Plan Year 2015 into the LOSAP Trust Fund.

Item F17 Board granted approval of a Resolution establishing a revised Fee Schedule for use in providing Emergency Medical Air Transport Services as voted on by the Board of County Commissioners and unanimously passed at the June 10, 2015 regular meeting.

RESOLUTION #386-2015 IS INCORPORATED HEREIN BY REFERENCE

Item F18 Board granted approval of a Resolution adopting the 2015 update of the Local Mitigation Strategy as required by state and federal regulations to qualify for certain mitigation grant funding.

RESOLUTION #387-2015 IS INCORPORATED HEREIN BY REFERENCE

Item F19 Board granted approval to negotiate a contract with Kisinger Campo & Associates, the highest ranked respondent, for Design & Permitting Services for the Garrison Bight Bridge Repair Project. The Engineering Design & Permitting Services will be funded by the Florida Department of Transportation (FDOT) through a Local Agency Program (LAP) Agreement. If an agreement cannot be reached, request approval to negotiate with the next highest ranked respondent and to continue until a satisfactory negotiation is achieved.

Item F20 Board granted approval to negotiate a contract with Parsons Brinckerhoff, Inc., the highest ranked respondent, for Construction Engineering and Inspection (CEI) Services for the Card Sound Road Bridge Repair Project. If successful negotiations cannot be reached, approval to negotiate a contract with the next highest ranked respondent until successful negotiations are reached.

Item F21 Board granted approval of Amendment 1 to the contract for Hurricane Debris and Disaster Response and Recovery Services with DRC Emergency Services, LLC to update contractor contact and personnel information.

Item F22 Board granted receipt of monthly report on change orders reviewed by the County Administrator's Office.

Item F24 Board granted approval of First Renewal Amendment Agreement with Black Fire Protection, Inc. for "Full Maintenance – Fire Protection Systems".

Item F25 Board granted approval to award bid and execute a contract with Air Mechanical & Service Corp., Inc., for Middle Keys facilities central air conditioning maintenance and repair.

Item F26 Board granted approval to award bid and execute a contract with Master Mechanical Services, Inc., for Upper Keys facilities central air conditioning maintenance and repair.

Item F27 Board granted approval of First Renewal Amendment Agreement with Stockton Maintenance Group Inc. (SMG) for janitorial services at the Big Pine Key Library.

Item F28 Board granted approval of First Renewal Amendment Agreement with Stockton Maintenance Group Inc. (SMG) for janitorial services at the Islamorada Library.

Item F29 Board granted approval of First Renewal Amendment Agreement with Stockton Maintenance Group Inc. (SMG) for janitorial services at the Key Largo Library.

Item F30 Board granted approval of First Renewal, Second Amendment Agreement with Stockton Maintenance Group Inc. (SMG) for janitorial services in Marathon. Facilities include Marathon Library, Marathon Courthouse, Marathon Government Center, Marathon Government Center Annex, Marathon Senior Center, Marathon Supervisor of Elections, Marathon Tax Collector & Marathon Clerk of Courts.

Item F31 Board granted approval to enter into a one-year's residential lease agreement with a Sheriff's Deputy for Location B to commence December 01, 2015 and terminate November 30, 2016.

Item F32 Board granted approval to rescind BOCC approval action of October 21, 2015 agenda item D-53 and approval of revised (with the final version of Exhibit D and the labeled version of Exhibit F) renewal of the License Agreement with the United States Department of the Navy for use of Navy shoreline on Boca Chica Beach.

Item F33 Board granted approval of Amendment #002 to the Older Americans Act (OAA) Contract AA-1529 between the Alliance for Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Monroe County Social Services/In Home Services and Nutrition programs) to deobligate funding in the amount of $3,371.77 for the current contract period of 1/1/15 to 12/31/15.

Item F34 Board granted approval of Amendment #003 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 1/1/15 to 12/31/15 to increase funding from $444,245.92 to $456,558.

Item F35 Board granted approval of Amendment #004 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 1/1/15 to 12/31/15 to increase funding from $456,588 to $462,507.23.

Item F36 Board granted approval to hire a Community Resource Development (CRD) Agent to report directly to the Extension Director.

Item F38 Board granted approval of a resolution for the rollover of unanticipated revenue.

RESOLUTION #389-2015 IS INCORPORATED HEREIN BY REFERENCE

Item G1 Board granted approval of a Turnkey Event Agreement with Upper Keys Community Pool, Inc. covering Orange Bowl Classic and Winter Training in December 2016-January 2017 in an amount not to exceed $50,000, DAC V, FY 2016 Event Resources.

Item G2 Board granted approval of an Agreement with Florida Keys Community College and the Letters "FKCC" covering FKCC Swim Around Key West in an amount not to exceed $10,000, DAC I, FY 2016 Event Resources.

Item G3 Board granted approval of an Agreement with The Key Lime Festival covering The Key Lime Festival in July 2016 in an amount not to exceed $17,000, DAC I, FY 2016 Event Resources.

Item G4 Board granted approval of a Turnkey Agreement with Friends of the Pool, Inc. covering 4th Swim for Alligator Light House in September 2016 in an amount not to exceed $50,000, DAC IV, FY 2016 Event Resources.

Item G5 Board granted approval of an Amendment to Agreement with The City of Marathon for the Ocean Front Park Phase 4-Road Paving, Safety Elements and Commercial Fishing Monument Project to November 17, 2015.

Item G6 Board granted approval of an Agreement with New Orleans House of Key West, Inc. covering New Year's Even Shoe Drop in December 2016 in an amount not to exceed $10,000, DAC I, FY 2016 Event Resources.

Item G7 Board grantd approval of an Agreement with Bogart Film Festival, L.L.C. covering Humphrey Bogart Film Festival in October 2016 in an amount not to exceed $25,000, DAC V, FY 2016 Event Resources.

Item G8 Board granted approval of an Agreement with Lazy Dog Adventures, L.L.C. covering Key West Paddle Classic in April-May 2016 in an amount not to exceed $17,000, DAC I, FY 2016 Event Resources.

Item G9 Board granted approval of an Agreement with University of Florida Alumni Association, Inc. covering Southernmost Marathon & Half/Key West Running Festival in an amount not to exceed $25,000, DAC I, FY 2016 Event Resources.

Item G10 Board granted approval of an Agreement with Conch Foundation of the Upper Keys, Inc. covering Conch Scramble "on the water" Golf Tournament in September 2016 in an amount not to exceed $10,000, DAC IV, FY 2016 Event Resources.

Item G11 Board granted approval requesting to waive policies and enter into a contract with STR, Inc.

Item G12 Board granted approval of a Turnkey Agreement with Key West Tourist Development Association, Inc. covering Fantasy Fest in October 2016 in an amount not to exceed $140,000 ($120,000 = DAC I, $20,000 = DAC II) FY 2016 Event Resources.

Item G13 Board granted approval of an Agreement with Key West Tourist Development Association, Inc. covering Fantasy Fest in October 2016 in an amount not to exceed $20,000, DAC III, FY 2016 Event Resources.

Item G14 Board granted approval of an Amendment to Agreement with the Florida Keys Community College and the Letters "FKCC" to extend the termination date for the Tennessee Williams Theater Lobby Expansion Project.

Item G15 Board granted approval of an Agreement with Beach Road Trip Weekend, Inc. covering Beach Road Trip Weekend in November 2016 in an amount not to exceed $20,000 (DAC IV = $10,000, DAC V = $10,000) FY 2016 Event Resources.

Item G16 Board granted approval of an Agreement with Islamorada Running Company, L.L.C covering Islamorada Half Marathon & 10K in December 2016 in an amount not to exceed $20,000, DAC IV, FY 2016 Event Resources.

Item G17 Board granted approval of an Amendment to Agreement with the City of Key West to extend the termination date for the Rest Beach Renourishment Project to September 30, 2016.

Item G18 Board granted approval of an Amendment to Agreement with the City of Key West to extend the termination date for the Rest Beach Renourishment Phase II Project to September 30, 2016.

Item G19 Board granted announcement of one vacant position on the Tourist Development Council District III Advisory Committee for one "At Large" appointment.

Item K1 Board granted approval of Amendment No. 1 to contract between Earthbalance Corporation and Monroe County, extending the existing contract to May 27, 2016.

Item K2 Board granted approval of a resolution of the Monroe County Board of County Commissioners establishing the monetary value for payment to the County's land acquisition fund for an applicant to receive additional points (max of 2) within the Rate of Growth Ordinance/Non-Residential Rate of Growth Ordinance (ROGO/NROGO) allocation systems.

RESOLUTION #391-2015 IS INCORPORATED HEREIN BY REFERENCE

Item K3 Board granted approval of the 2015 Monroe County Area of Critical State Concern (ACSC) Annual Work Program Report, pursuant to Rule 28-20.140, F.A.C., which will be sent to the Department of Economic Opportunity (DEO).

Item K4 Board granted approval of a resolution setting December 9, 2015, at the Nelson Government Center, Key Largo for a public hearing for a 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.

RESOLUTION #392-2015 IS INCORPORATED HEREIN BY REFERENCE

Item K5 Board granted approval of Occupancy Agreement and 99-year Ground Lease between Monroe County and Habitat for Humanity of Key West and Lower Florida Keys, Inc., for four (4) parcels of land on Cudjoe Key (RE Nos. 00178350-000000; 00178360-000000; 0178370-000000; and 00178380-000000), on which sixteen (16) owner- occupied affordable employee housing units will be built.

Item K6 Board granted approval of Agreement No. MV174 between Monroe County (County) and the Florida Department of Environmental Protection (DEP) Clean Vessel Act (CVA) Program providing $250,000 in grant reimbursement funding to the County to assist with funding for the County's Mobile Vessel Pumpout Service (Pumpout Service) for one year of operation.

Item K7 Board granted approval of Agreement No, S0901 between Monroe County (County) and the Florida Department of Environmental Protection (DEP) providing $100,000 in reimbursement funding to the County to assist with funding for the County's Mobile Vessel Pumpout Service (Pumpout Service).

Item K8 Board granted approval of Amendment No.6 to the Agreement (Amended Agreement or Agreement) between Monroe County (County) and Pumpout USA, Inc. (Contractor) for Keys-Wide Mobile Vessel Pumpout Service (Pumpout Service), to: 1) include reference to the Department of Environmental Protection (DEP) agreement with the County which is providing $100,000 of (non-CVA) reimbursement funding towards the cost of the Pumpout Service, 2) include reference to the DEP Clean Vessel Act (CVA) grant agreement with the County which is providing $250,000 in reimbursement funding towards the cost of allowable expenses for the Pumpout Service for one year, 3) providing up to $379,800 from Boating Improvement Funds towards the cost of the Pumpout Service, 4) providing for a total cost of up to $729,800 for one year of Pumpout Service, 5) establishing the term of the Amended Agreement between the County and Pumpout USA to be for one year, commencing November 1, 2015 and ending October 31, 2016, and 6) providing for conditions based on sufficient, continuous funding provided by the two above described agreements with DEP.

Item K9 Board granted approval to add one (1) full-time equivalent (FTE) for Building to advertise and hire a Senior Director Building Official (Building Official) position, replacing the M.T. Causley, Inc. contracted position with a Monroe County BOCC employee.

Item K10 Board granted approval of County Administrator's and Assistant County Administrator's appointment of Rick Griffin to the position of Sr. Director, Building Official.

Item N1 Board granted approval of a Memorandum of Understanding (MOU) between the Monroe County Sheriff's Office and Monroe County Board of County Commissioners allocating funding in the amount of $255,000.00 from within the County's budget to install and configure a jail security camera and intercom system.

Item O1 Board granted approval of a Resolution of the Board of County Commissioners of Monroe County, Florida, supporting and encouraging collaboration between the County of Monroe and incorporated municipalities of Monroe County on addressing the issues of affordable and workforce housing; directing the County Affordable Housing Advisory Committee (AHAC) to invite representatives from the Cities of Layton, Key Colony Beach, Marathon and Key West, as well as the Village of Islamorada, to an AHAC meeting; and providing for an effective date.

RESOLUTION #393-2015 IS INCORPORATED HEREIN BY REFERENCE

Item P2 Board granted approval of Assets inventoried in FY 16 by custodian.

Item P3 Board granted approval of Seven assets request for Surplus for FY-16.

Item P4 Board granted approval of Assets added FY 16 YTD.

Item P5 Board granted approval of BOCC Warrants (Including Payroll) for the Month of September 2015.

- A/P and Grant Warrants #10002328-10003498
- Payroll Warrants #50000360-50000565
- Payroll Vouchers #3058809-3060271
- W/Comp Warrants #19863-20009

001	General Fund	3,913,660.71
101	Fine & Forfeiture	7,510,603.17
102	Road/Bridges	361,920.67
115	Tourist Development Council (TDC) - Two Penny	396,062.91
116	TDC - Admin Promo 2 Cent	638,562.18

117	TDC - District 1 Third Cent	504,205.17
118	TDC - District 2 Third Cent	22,217.55
119	TDC - District 3 Third Cent	81,945.14
120	TDC - District 4 Third Cent	94,302.62
121	TDC - District 5 Third Cent	64,055.01
125	Grant Fund	582,435.40
130	Impact Fees/Roadways	4,786.10
141	Fire/Ambulance	636,111.81
144	Upper Keys Health Care	1,002.76
147	Unincorporated Service	123,492.80
148	Planning Building	380,796.90
149	Municpal Policing	1,455,765.82
150	E911 Enhancement Fund	3.22
152	Duck Key Security	14,898.86
153	Local Housing Assistance	71,293.00
157	Boating Improvement Fund	114,007.22
158	Miscellaneous Special Revenue Fund	29,295.83
160	Environmental Restoration	11,152.35
162	Law Enforcement Trust-600	-
163	Court Facilities	5,976.72
164	Drug Facilities Fees	6,123.16
166	Marathon Munincipal Service	-
168	Bay Point Wastewater MSTU	88.12
169	Big Coppitt Wastewater	
170	Key Largo Wasterwater	-
171	Stock Island Wastewater	2,403.03
172	Cudjoe - Sugarloaf MSTU	1,143.65
174	Conch Key MSTU	655.24
175	Long Key-Layton MSTU	1,138.10
176	Duck Key MSTU	1,087.74
180	Building Funds	357,720.98
201	Building Dept. (PK)	
207	2003 Revenue Bonds	706,912.20
301	Building Dept (MTH)	-
304	1 Cent Infrastructure	603,736.42
308	Infrastructure Sales Tax Reveue Bond	-
310	Big Coppitt Wastewater	4,670.65
311	Duck Key Wastewater	656.56
312	Cudjoe Regional WW Project	7,015,111.27
314	Series 2014 Revenue Bonds	43,622.78
401	Card Sound Bridge	63,431.64
403	Marathon Airport	167,180.23
404	Key West Int'l Airport	564,262.02
406	PFC & Operating Restrictions	8,166.00
414	MSD Solid Waste	1,376,849.22
501	Workers' Compensation	249,881.57

502	Goup Insurance Fraud	1,851,981.59
503	Risk Management Fund	131,117.94
504	Fleet Management Fund	135,267.58
512	Transit (KW)	
610	Fire/EMS LOSAP Trust Fund	8,880.25
	Totals	**$ 30,320,641.86**

Item P6 Board granted approval of Tourist Development Council Expenses for the month of October 2015.

Item P7 Board granted approval of the July through September 2015 FKAA invoices (to include salaries), relating to the Cudjoe Regional Wastewater System Project. These invoices are under $50,000 and exceed the County staff's signing authority per BOCC policy and, therefore, are being submitted for approval.

Item P8 Board granted approval of the July through September 2015 FKAA invoices (to include salaries), relating to the Cudjoe Regional Wastewater System Project. These invoices are over $50,000 and exceed the County staff's signing authority per BOCC policy and, therefore, are being submitted for approval.

Item P9 Board granted Official approval of a request for the Clerk to reallocate the approved FY15 Clerk's budget for financial statement purposes as well as transparency of how the funds were actually spent.

Item Q4 Board granted approval to enter into Amendment No. 3 with JND Thomas Company, Inc. for removing organic muck material from Canal #266 and Canal #290 utilizing vacuum dredging, to authorize the County to mail invoice payments payable to JND to the Allied World Surety (Contractor's Surety Company) for disbursement.

Item Q5 Board granted approval to enter into a Contract with the Reel Ting Band to provide music services during the 7th Annual Southeast Florida Regional Climate Leadership Summit.

Item Q7 Board granted approval to enter into Amendment No. 1 to the Interlocal Agreement with the South Florida Regional Planning Council (SFRPC) for conference planning and implementation services for the 7th Annual Southeast Florida Regional Climate Change Summit to authorize travel for SFRPC staff to the Summit and miscellaneous expenditures supporting the event.

Item Q 8 Board granted approval to enter into a contract with the following speakers to allow them to be paid a reimbursed for lump sum honorarium for their speaking services travel expenses after they present at the 7th Annual Southeast Regional Climate Leadership Summit: Ernesto L. Diaz, Paul Wolfe, Cynthia Barnett, David Guggenheim, and Elizabeth Fly.

Item Q9 Board granted approval of a grant application submitted October 30, 2015 to the Florida Department of Environmental Protection (FDEP) to conduct a vulnerability assessment of an important community asset in Monroe County area. This work, if awarded, will include the identification of risk and loss for one asset, Bayshore Manor Assisted Living Facility, as a means of developing a method to quantify potential losses for various important assets in the Keys exacerbated by sea level rise. This method is being developed to facilitate later dialogue which will be focused on developing methods to prioritize assets to be considered for protection across all county controlled or influenced asset types.

Item Q10 Board granted approval to enter into Amendment No. 1 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 additional food and beverage services and audio visual services in support of the Summit; authorization for the Sustainability/Projects Director to execute necessary documentation.

Item Q11 Board granted approval to enter into Amendment No. 1 to Grant Agreement awarded by the Environmental Protection Agency (EPA) for the South FL Geographic Initiative Grant Improving Water Quality in Residential Canals to increase the grant amount by $15,001 to equal the amount originally anticipated under the Grant Award.

Item R2 Board granted approval of a mediated settlement agreement for a Code Compliance Lien Foreclosure Case styled Monroe County v. Simon L. Sherrill and Sandra Jo Sherrill, Case No. 15-CA-223-P, regarding real property located at 102870 Overseas Highway, Key Largo, FL.

Item R3 Board granted authorization to initiate litigation against James C. and Brenda R. Edwards and the property located at 18 Cactus Dr., Big Coppitt Key, Florida, to seek compliance with the County Code and enforce a lien arising from Code Compliance Case Number CE14100095.

Item R4 Board granted authorization to initiate litigation against Silvia N. and Hercules J. Ferrandi and the property located at 889 Ellen Dr., Key Largo, Florida, to seek compliance with the County Code and enforce a lien arising from Code Compliance Case Number CE14090140.

Item R5 Board granted authorization to initiate litigation against David R. Rowland and Denise Rowland and the property located at 912 LaPaloma Rd., Key Largo, Florida, to seek compliance with the County Code and enforce a lien arising from Code Compliance Case Number CE14010062.

Item R6 Board granted authorization to initiate litigation against Gregory P. Sutton and the property located at 25 North Dr., Key Largo, Florida, to seek compliance with the

County Code and enforce a lien arising from Code Compliance Case Number CE13100009.

Item R7 Board granted approval of and authorization for the County Attorney to execute the conflict waiver letter dated October 26, 2015, authorizing Ira Libanoff, Esq., to represent the County in two lawsuits in which Berkley Regional Insurance Company ("Berkley") is an adversarial party to the County.

Item S2 Board granted approval of revised BOCC policy statement for provision of sewer connections in County funded wastewater systems at County expense.

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/Chairman David Rice, and Councilwoman Katie Scott.

Item J2 A Motion was made by Concilwoman Katie Scott and seconded by Commissioner Kolhage granting approval of Resolution authorizing the write-off of 659 Fire Rescue ground ambulance accounts receivable for CY 2011, totaling $360,837.34 from the Fire Rescue District #1 Fund. Motion was approved unanimously.

RESOLUTION # 390-2015 IS INCORPORATED HEREIN BY REFERENCE

FIRE AND AMBULANCE DISTRICT 1 BOARD OF GOVERNORS ADJOURNED AND THE BOARD OF COUNTY COMMISSIONER'S MEETING RECONVENED

Item F11 A Motion was made by Commissioner Kolhage and seconded by Commissioner Murphy granting approval of agreements with Guidance Care Center for the Baker Act Transportation Services and Community Transportation for the Disadvantaged for FY 2016.

A Roll-Call was taken by the Clerk with the following results:

Commissioner Murphy	Yes
Commissioner Rice	Abstain, Voting Conflict
Commissioner Kolhage	Yes
Mayor Carruthers	Yes

Motion carried.

Item F15 Approval of Resolution authorizing the write-off of 67 accounts receivable covering the time period of November 2011 through August 2015 totaling $388,998.33 for Monroe County residents who qualified for the

Trauma Star Air Ambulance Waiver Program. Chief Callihan; Director Emergency Services and Bob Shillinger; County Attorney and Christine Hurley; Director of Growth Management addressed the Board. Staff is studying the concerns of Blue Cross Blue Shield and will provide data to the Board. After discussion, a Moton was made by Commissioner Murphy and seconded by Commissioner Rice granting approval to adopt the following resolution. Motion was approved unanimously.

RESOLUTION #384-2015 IS INCORPORATED HEREIN BY REFERENCE

Item F16 A Motion was made by Commissioner Murphy and seconded by Commissioner Rice granting approval of Resolution authorizing the write-off of 102 Fire Rescue air ambulance accounts receivable for CY 2011, totaling $875,822.46 from the Fine and Forfeiture Fund Account 101- 115002. Motion was approved unanimously.

RESOLUTION #385-2015 IS INCORPORATED HEREIN BY REFERENCE

Item F23 A Motion was made by Commissioner Kolhage and seconded by Commissioner Rice granting approval to award bid and enter into a contract with Sea Tech of the Florida Keys, Inc. for the Harvey Government Center painting and repairs, funded through the one-cent infrastructure tax. Commissioner Comments. Motion was approved unanimously.

Item F37 Approval of a Resolution adopting the recommendation of the Climate Change Advisory Committee (CCAC) and asking the Florida Department of Transportation to conduct a feasibility study of light rail/monorail system in Monroe County that includes an assessments of anticipated carbon emission reductions, traffic reductions, and sea level rise accommodations. Judy Martinez and Deb Curlee addressed the Board as public speakers. After discussion, a Motion was made by Commissioner Rice and seconded by Commissioner Murphy granting approval to adopt the following resolution with the additional language. Motion carried.

RESOLUTION #388-2015 IS INCORPORATED HEREIN BY REFERENCE

COUNTY ADMINISTRATOR

Item Q6 Approval of Amendment No. 9 with AMEC Foster Wheeler Environment & Infrastructure, Inc. to provide canal restoration water quality improvement services, as provided and funded under EPA Grant Agreement X7-00D40915-01 entitled Improving Water Quality in Residential Canals. Rhonda Haag, Sustainability Director, addressed the Board. After discussion, a Motion was made by Commissioner Murphy and seconded by Commissioner Rice Approving Amendment No. 9 with AMEC Foster Wheeler Environment & Infrastructure, Inc.

A Roll-Call was taken by the Clerk with the following results:

Commissioner Murphy	Yes
Commissioner Rice	Yes
Commissioner Kolhage	Yes
Mayor Carruthers	Yes

Motion carried.

After discussion of the two workshops scheduled for January the Sea Level Rise Workshop and the Canal Workshop, Rhonda Haag requested more time on the Canal Workshop. Upon agreement, will work with staff on open dates for the Canal Workshop and the Sea Level Rise Workshop was moved to January 26th.

Item Q2 Discussion and approval of the Board of County Commissioners monthly meeting dates for 2016 Report. After discussion, a Motion was made by Commissioner Kolhage and seconded by Commissioner Rice approving monthly meeting dates for 2016 Report which included locations and dates as placed on the record.

A Roll-Call was taken by the Clerk with the following results:

Commissioner Murphy	No
Commissioner Rice	Yes
Commissioner Kolhage	Yes
Mayor Carruthers	Yes

Motion carried.

PLANNING AND ENVIRONMENTAL RESOURCES, BUILDING AND CODE COMPLIANCE DEPARTMENTS

Item L1 Initial public input and discussion in regards to the proposed Florida Departmentof Economic Opportunity (DEO) "Vacant Lot Retirement and Hotel Unit Allocation Rule." Mayte Santamaria; Senior Director of Planning & Environmental Resources, set the table as to the proposed rule. Deb Curlee (representing Last Stand), Bart Smith (representing Stock Island Marina Village), Ed Swift, Bill Hunter, and Jim Rhyne addressed the Board as public speakers.

COUNTY ADMINISTRATOR

Item Q3 Discussion and direction regarding permit request for Ragnar Relay for February 2016. Bob Shillinger; County Attorney provides information as to the permitting process. Keith Nix (not pres), Deb Curlee, Steven Dimse, Michael Stafanowicz,

Allison Delashnmit (representing Team Lily Bow), Bill Hunter, Cornelis Pameijer, Karen Moore (representing Team Lily Bow), Lisa Borzy (representing Team Lily Bow), Donna Dye, Chuck Licis (representing SSPOA), Tony Yaniz (representing Team Lily Bow), Steve Fraze (representing Ragnar Relay), Rebecca Balcer (representing Team Lily Bow), Carson Comeau (representing Ragnar Relay), Joe Gardner (representing The Keys Collection), and Chris Infurchia (representing Ragnar Relay) addressed the Board as public speakers. The Board suggested Ragnar Representatives to come back within 2016 before the Board with a new plan, number of participants and a new date.

CLOSED SESSION

Item M1 Bob Shillinger; County Attorney announced 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.

Mayor Heather Carruthers declared the closed meeting ended and returned to the open session.

WASTEWATER

Item S1 Discussion and direction on the effect on solar powered homes of the expansion onto No Name Key of the Cudjoe Regional Wastewater system. Kevin Wilson, Assistant County Administrator Public Works/Engineering, presented a presentation of the NNK Sewer Review. Staff recommendations stay the course with No Name Key. Bart Smith (representing Bob Reynolds), Kathy Brown (representing No Name Key Property Association), Ed Cook (Anne Press representing), Matthew Stokes, Michael Press, Alicia Putney, Beth Ramsey-Vickrey, Anne Press, and Mary Bakke addressed the Board as public speakers. Board in agreement with staff to stay the course and to include any suggestions.

SOUNDING BOARD

Item U1 Request to speak to the County Commissioners in regards to Free Public Transportation for Senior's ages 60 and older – Darleen Bennett, President, AARP Local 1351. Darlene Bennett; President of the Local Chapter 1351 AARP addressed the Board as well as other public speakers: Henry Fuller (senior AARP) Louis Latorre (AARP), Susan Hawxhurst (representing herself and other handicapped seniors), and Rev. Dr. Gwendolyn D. Magby. No action taken. Commissioner Kolhage will be placing this on the agenda for our next BOCC meeting to make a recommendation. Board suggested to staff to do an analysis as to the kinds of transportation, cost associated with it, and other options.

PUBLIC HEARINGS

Item T1 A public hearing for an ordinance pertaining to human trafficking by requiring that all adult entertainment workers obtain a worker identification card after providing age verification through the Tax Collector. Bob Shillinger, County Attorney, reads two tweeks into the record pertaining to the ordinance on behalf of Catherine Vogel; State Attorney. If acceptable by the Board, please include in the motion to adopt. Rev. Gwendolyn Magby addressed the Board as a public speaker. A motion was made by Commissioner Murphy and seconded by Commisioner Rice to pass the motion with the amendments. Motion carried.

ORDINANCE #027-2015 IS INCORPORATED HEREIN BY REFERENCE

Item T2 A public hearing to consider an ordinance amending the noise ordinance as found in Monroe County Code, Chapter 17, Section 17-129, et seq. Steve Williams, Assistant County Attorney, addressed the Board. No public speakers. After discussion, a motion was made by Commissioner Rice and seconded by Commissioner Kolhage to adopt the following ordinance. Motion carried.

ORDINANCE #028-2015 IS INCORPORATED HEREIN BY REFERENCE

Item T3 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 the Plat thereof as recorded in Plat Book 6, at Page 66, of the public Records of Monroe County Florida. Christine Hurley on behalf of applicant requested to have this agenda item tabled for January 20, 2016 BOCC Meeting. A Motion was made by Commissioner Rice and seconded by Commissioner Murphy to approve the request. Motion carried.

Item T4 A public hearing to consider an ordinance by the Monroe County Board of County Commissioners Amending the Monroe County Future Land Use Map from Industrial (I) to Commercial (COMM) 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; and from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial (MC); creating Policy 107.1.6 Big Coppitt Mixed Use Area 1, to provide limitations on development and specific restrictions; 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; as proposed by Rockland Operations, LLC and Rockland Commercial Center, Inc. (Legislative Proceeding). Christine Hurley on behalf of applicant requested to have this agenda item tabled for February 10th BOCC Meeting held in Key West, Florida. A Motion was made by Commissioner Rice and seconded by Commissioner murphy to approve the request. Motion carried.

Item T5 A public hearing to consider 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. (Quasi-Judicial Proceeding). Christine Hurley on behalf of applicant requested to have this agenda item tabled for February 10th BOCC Meeting held in Key West, Florida. A Motion was made by Commissioner Rice and seconded by Commissiner Murphy to approve the request. Motion carried.

STAFF REPORTS

Christine Hurley, Assistant County Administrator/ Growth Management, indicated to the Board Dec 3rd and 4th their department will be closed for inspections to help with maintaining continuing educational training. Discussion of CDBG Grant lein list. Steve Williams; Assistant County Attorney and Bob Shillinger; County Attorney addressed the Board. Staff has their direction pertaining to this particular issue.

COUNTY ATTORNEY REPORT

Bob Shillinger; County Attorney provides a brief report. The County Attorney indicated they received an adverse ruling in the cross claim Marine Mammal Conservancy Case and consequently requesting a closed session to be held on December 9, 2015 at the BOCC Meeting in Key Largo, Florida. A Motion was made by Commissioner Murphy and seconded by Commissioner Rice granting the closed session meeting. Motion was approved unanimously. A Communication Media Technology Bill legislative delgation meeting will be held Dec 4th 11:00am in the State Building in Marathon, Florida. Also the Agenda for the Dec 9th BOCC Meeting will be uploaded by Monday November 30th. There is no revised agenda for December; this Friday is the agenda deadline. Accella is still on target for January. The Code Fine Report has been emailed.

There being no further business, the meeting of the Board of County Commissioners was ADJOURNED.

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Amy Heavilin, CPA
Ex-officio Clerk to the Monroe County, FL
Board of County Commissioners
By: Cheryl Robertson
Executive Aide/Deputy Clerk

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: January 20, 2016

SUBJECT: County Divisions' Monthly Activity Report for December 2015

MONTHLY ACTIVITY REPORT – DECEMBER 2015

AIRPORTS

Key West

December 1	Attended Noise Ad-Hoc meeting in KW, discussed operational measures, NIP and reduced the number of meetings from 6 to 4.
December 2	Attended the monthly airline meeting with tenants.
December 2	Attended meeting with Airport volunteer Marta, on the new welcoming center, discussed Logo, number of volunteers ready (4) and hopefully opening in January 16.
December 3	Had phone meeting with Adam Wolf from Congressman Curbelo's office to discuss FAA reauthorization items of importance to EYW and MTH.
December 8	Met with Mayor Carruthers to discuss airport issues.
December 9	Attended BOCC meeting in Key Largo
December 10	Attended airport project meeting with Jacobs, also invited Ameri-bridge to inspect airport for future jet ways/bridges.
December 10	Met with Newton and Associates for 2016 financial timelines and action plan.
December 11	Met with Key West Wildlife Center and Audubon to discuss reducing bird strikes on the walkway between the two terminals with glass coverings.
December 12-13	Performed night closure of runway for new grass installation replacing first attempt by DN Higgins.
December 15	Attended TDC lunch at Marriott, discussed forming a Friends of the Airport group with business and community leaders / interested individuals in 2016.
December 21	Met with MSCO and airport operations personnel to review final Ground Transportation Resolution changes before I send the draft to the operators for final comment.
December 24-31	DD provided Christmas coverage at airport as various staff traveled for the Holidays

Marathon

December 14	MTH sewer connection project pre-construction meeting with CDM Smith, D.N. Higgins, and Airport staff.
December 15	Airport hosted Courtyard Marriott staff to conduct their employee orientation training class in the departure lounge.
December 16	Miscellaneous Planning Study meeting with Jacobs, Ricondo, Airport staff, and Airport tenants to discuss the possible options to resolve the Runway / Taxiway separation issue at MTH.
December 17	Customs change order meeting with County Project Management and Pedro Falcon to discuss final changes for the MTH CBP project.
December 18	Initial Disaster Drill planning meeting with MFD Chief Johnson and Airport staff.
December 20	Monroe County Fire conducted EVOC driver training on the main terminal ramp.
December 29	Meeting with Waste Management to discuss establishing an arrangement to process international garbage for the new CBP facility.
December 29	Meeting with MCFA and hangar contractors to discuss the installation of a new fire hydrant near Marathon General Aviation.

COMMUNITY SUPPORT SERVICES

OAA, Older Americans Act Programs:

Nutrition (Information in this section is for the period 10/21/2015 - 11/20/2015:

- C-1 Congregate Meals totaled 1205 units during this period.
- C-2 Home Delivered Meals Hots totaled 253 units, and Home Delivered Meals Frozen totaled 3645 units. We continue to receive a large number of referrals for Home Delivered Meals.
- In-Home Services (Information in this section is for the period 10/21/2015-11/20/2015):
- III-B Chore: 0 units this period, 0 units year-to-date, 0% achieved.
- III-B Screening and Assessment: 0 units this period, 40 units year-to-date, 99.88% achieved.
- III-B Homemaking/Personal Care: 0 units this period, 775 units year-to-date, 100% achieved.
- III-E Screening and Assessment: 6 units this period, 44.25 units year to date, 100% achieved.
- III-E Chore: 0 units this period, 0 units year-to-date, 0% achieved.
- III-E In-Home Respite: 4.5 units this period, 206.5 units year-to-date, 26.68% year-to-date-achieved.
- III-E Facility Respite: 0 units this period, 4130.75 units year to date, 111% year-to-date achieved.

Non-OAA Programs:

CCDA (Community Care for Disabled Adults) for November2015:

- Case Management: 14.75 units for the month were produced; 85.50 units year-to-date.
- Homemaking: 124.25 units for the month were produced; 651 units year-to date.
- Home-Delivered Meals: 60 meals for the month were provided; 395 meals year-to-date.
- Personal Care: 61 units for the monthly were produced;263.25 units year-to-date.

- Overall Program Achievement was 45.58% achieved, 4% underachieved.

CCE (Community Care for the Elderly) for the period 10/21/2015-11/20/2015:

- Case Management: 65.75 units for the period and 232.25 units year-to-date. 29.51% achieved year-to-date.
- Case Aide: 0 unit achieved and 0 unit year-to-date, 0 % achieved year-to-date.
- Companionship: 15 units achieved and 56 units year-to-date, 4.90% 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: 0 units achieved and 68.50 units year-to-date, 100% achieved year-to-date.
- Homemaking: 633.5 units for the period and 2740.0 units year-to-date 43.32% achieved year-to-date. There are 56 clients on the waiting list.
- Specialized Medical Equipment: 0 unit for the period and 0 unit year-to-date, 0% achieved year-to-date.
- Transportation: 0 units for the period and 0 units year-to-date, 0% achieved year-to-date.
- Personal Care: 437.75 units for the period and 2205 units year-to-date. 40.87% achieved year-to-date. There are 19 clients on the waiting list.
- Respite: 162.50 units for the period and 590.75 units year-to-date. 60.88% achieved year to date. There are 9 clients on the waiting list.
- CCE overall is at 36.46% achievement. We are 5.21% underachieved
- ADI (Alzheimer's Disease Initiative) for the period 10/21/2015-11/20/2015: 1299.25 units were produced in the period and 4525.70 units year to date. 49.0 % achieved. 8% over achieved
- HCE (Home Care for the Elderly Program) for the period 11/16/15-12/15/15: 19.25 billable units this period, 87.75 billable units year-to-date at the beginning of the contract year, 41.70 % achieved.

Monroe County Transit
Department Activity for December 2015

- One-way trips provided: 1,433
- Unduplicated clients served: 201
- Special Needs Clients registered: 522
- Deposited Revenue: $1818.50
- Periods Expenditures: $32,717.09
- Percentage Spent Fiscal YTD: 12%

Social Services Department – December 2015
<u>Community Support Services</u>
Offices in: Key West, Marathon, Plantation Key

- Incoming calls, provision of information and referrals 411
- 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 229
- Unduplicated Welfare client households that received service 48
- New Welfare cases receiving service 24
- Low Income Home Energy Assistance Program cases- 29 $8,650.00
- Low Income Crisis Assistance cases – 24 $5,148.76
- Home and field visits 42
- 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 171
- Office visits reflects the number of visitors that come into to all three locations of our
- Social Services offices throughout the month.
- Prescriptions 4 $782.89
- HCRA 3

BAYSHORE MANOR

Bayshore Manor's current census is eleven residents. The current census is three private pay, 7 subsidized and one short term resident. Bayshore Manor provided 416.75 hours of OA3E respite care and 114 hours of ADI care this month. Bayshore Manor has seven OA3E clients and one ADI client.

- There are two clients on the waiting list.
- Revenue for December 2015 $24,708.07
- Expenditures for the same period $49,741.71
- Percentage of the budget spent year to date 17.59%

EXTENSION SERVICES

- Number of services provided: 152 phone calls, 19 office visits, 10 visits to clients, 20 learning events with 263 participants, 4 media submissions, and 738 publications distributed. Total Budget for FY 15/16: $212,351.00; Year to Date Expenditures and Encumbrances: $114,673.32; Remaining Balance: $97,677.68; Percentage of budget spent and/or encumbered year-to-date: 54%.

The County Extension Director/Family & Community Development Agent accomplished the following activities:

- Worked with staff to host 450 participants for the 7th Annual Southeast Florida Regional Climate Leadership Summit including exhibitor placement, volunteer management, and agenda planning. A display was developed to represent Monroe County's initiatives and impact for 2015 on issues such as sea level rise, canal restoration, and STAR community rating. Five Sustainable Floridians[SM] graduates volunteered at the summit as well as staff from the other three compact counties. Also was a presenter under "Shipshape and Sustainable." The summit presentations were recorded and are available at http://greenkeys.info.
- Worked nationally with a peer group to update the "Climate Change Handbook: A Citizen's Guide to Thoughtful Action" which is expected to be completed in the spring of 2016.
- Was nominated by IFAS Dean Dr. Nick Place to apply for a national Extension climate team, the "eXtension i-Three Corps" initiative. The application included public voting and over 300 local community members voted for the County Extension Director. The applicants will be notified of appointments by January 1.

The Environmental Horticulture Agent accomplished the following activities:

- Worked with staff from Islamorada Environmental Resources to develop an upcoming eight-week residential horticulture workshop series that will be in three hours/sessions with a combination presentation and hands-on activities. "Landscaping on the Rock" will run February 4 through March 24, 2016.
- Lead the involvement of 14 after- school students and a teacher at Grimal Grove in lecture and hands-on activities about Big Pine Key native plants.
- Held seven Regional Plant Clinics. Eleven Master Gardeners assisted 19 people by answering questions regarding plants and insects.

The Florida Sea Grant Marine Extension Agent accomplished the following activities:

- Held three Florida Keys Water Watch Workshops. There are currently 38 sites with a total of 185 water quality-sampling events in Monroe County.
- Attended the 7th Annual Southeast Florida Regional Climate Leadership Summit at the Casa Marina in Key West.
- Attended the Florida Keys National Marine Sanctuary Water Quality Protection Program Canal Subcommittee meeting in Marathon.

EMERGENCY SERVICES

FIRE RESCUE

- Attended Customer Service Seminar hosted by the Key West Chamber of Commerce.
- Training academy construction progressing on schedule.
- EMS Division organized and conducted Santa Parades for Stock Island, Big Pine, Summerland, Ramrod, Conch Key and Duck Key.

EMERGENCY MANAGEMENT

- Completed and submitted Monroe County's 2016 Turkey Point Nuclear Power Plant Letter of Certification to Florida Power & Light. The certification is required by the Nuclear Regulatory Commission in order to maintain licensing of Turkey Point Nuclear Power Plant as it attests to our readiness in responding to any potential emergency at the Turkey Point Nuclear Plant.
- Provided copy of the updated 2015 Local Mitigation Plan and the 510 Activity Worksheet to Growth Management Community Rating System (CRS) Consultant. They are beginning to gather documentation for the County's application to join the CRS program.
- Met with Miami Dade EM, Miami Dade Fairgrounds and a representative from BCC Engineering Firm to discuss their draft report on the structural engineering study they conducted of the Arnold and Edwards Halls as part of the on-going shelter retrofit project at the Fairgrounds.
- Completed the After Action Report for Loss of Water Supply Exercise and updated the plan where appropriate. All phases of this initial project have been completed and closed out.
- Successfully met all Florida Division of Emergency Management's 2015 Scope Of Work requirements.

EMS/TRAUMA STAR

- Trauma Star flew Forty-Seven (47) patients to mainland hospitals for definitive care in the month of December.
- Completed training and testing for three (3) Provisional Paramedics to move to charge medic status.
- In house Paramedic Program completed 4th semester of program.
- Conducted 2 day EMS training and orientation for five (5) new hires.
- Restructured Operative IQ inventory system for each ALS apparatus.
- Conducted Flight Medic Assessment process for five (5) paramedics.
- Completed CRM and Air Medical Ground crew training for three (3) Flight Medics.
- Attended the Quarterly Trauma Star Safety Meeting.
- Conducted a conference meeting with Florida Keys health coalition and Infant Swim Rescue for preliminary plans to certify Infant swim rescue instructors to offer free infant swim survival training to children in Monroe County.
- Continued with field training of paramedics on quality assurance/billing issues of ePCR reports.

KWIA (EYW)

- Attended / participated with fire prevention education at KWIA's annual children's Christmas party, Flight to the North Pole.
- Organized and participated with Key West's annual Christmas Parade.
- Initiated MCI Trailer rehab / refurbishment project.

FIRE MARSHAL

- Attended bi-monthy Fire Prevention/Fire Marshal meeting for upper keys municipalities.
- Craig Marston transitioned into Prevention Bureau and Captain Leonard back to field.
- Coordination/Pre construction meeting in Upper Keys for two new major projects upcoming at Ocean Reef Club.

FIRE ACADEMY/TRAINING

- Target Solutions – continuing education and SOP training, online.
- Firefighting Tactics and Strategies II courses delivered to ten (10) employees.
- Selection of two (2) Training Officers; filled one position, with second position filled mid-January.
- Orientation training held for five (5) new hires.
- Completed all stations Facility Training.

EMPLOYEE SERVICES
TURNOVER NUMBERS:

November .39% Total for 2015: 15%

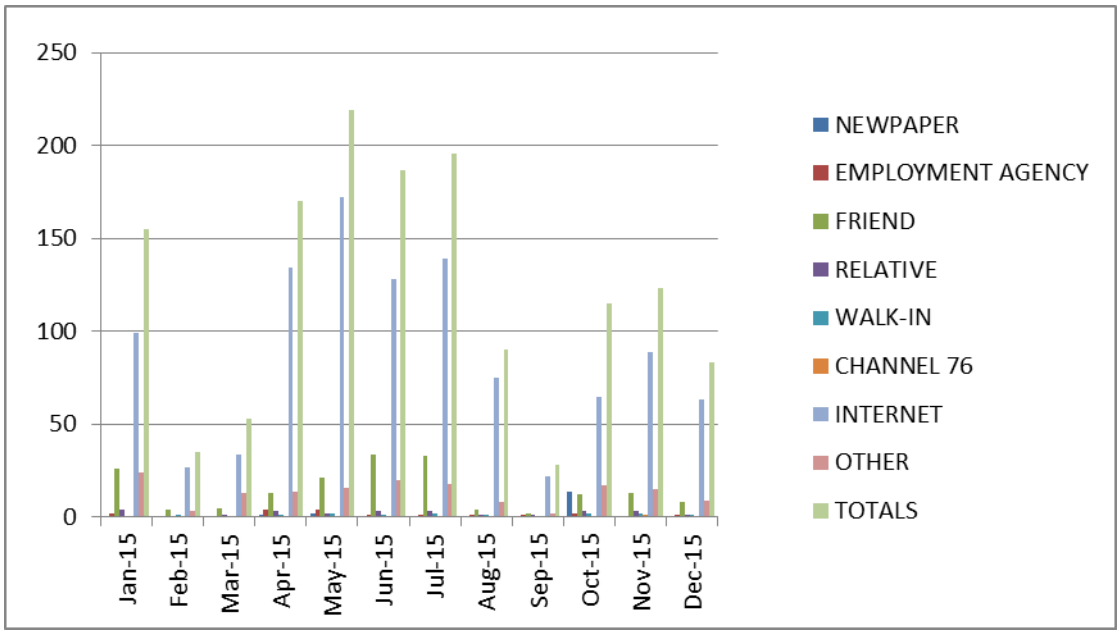
Resignations: 2	Terminations: 0	Retirements: 0	Deceased: 0	Layoffs: 0
December: .77%				
Resignations: 4	Terminations: 0	Retirements: 0	Deceased: 0	Layoffs: 0

HUMAN RESOURCES

Still working with departments to complete the new job descriptions. So far out of 232, 183 have been completed.

Held required office Safety meeting in accordance with Safety Policy. Two total for the year.

Accepting Personnel Policy Board nominations.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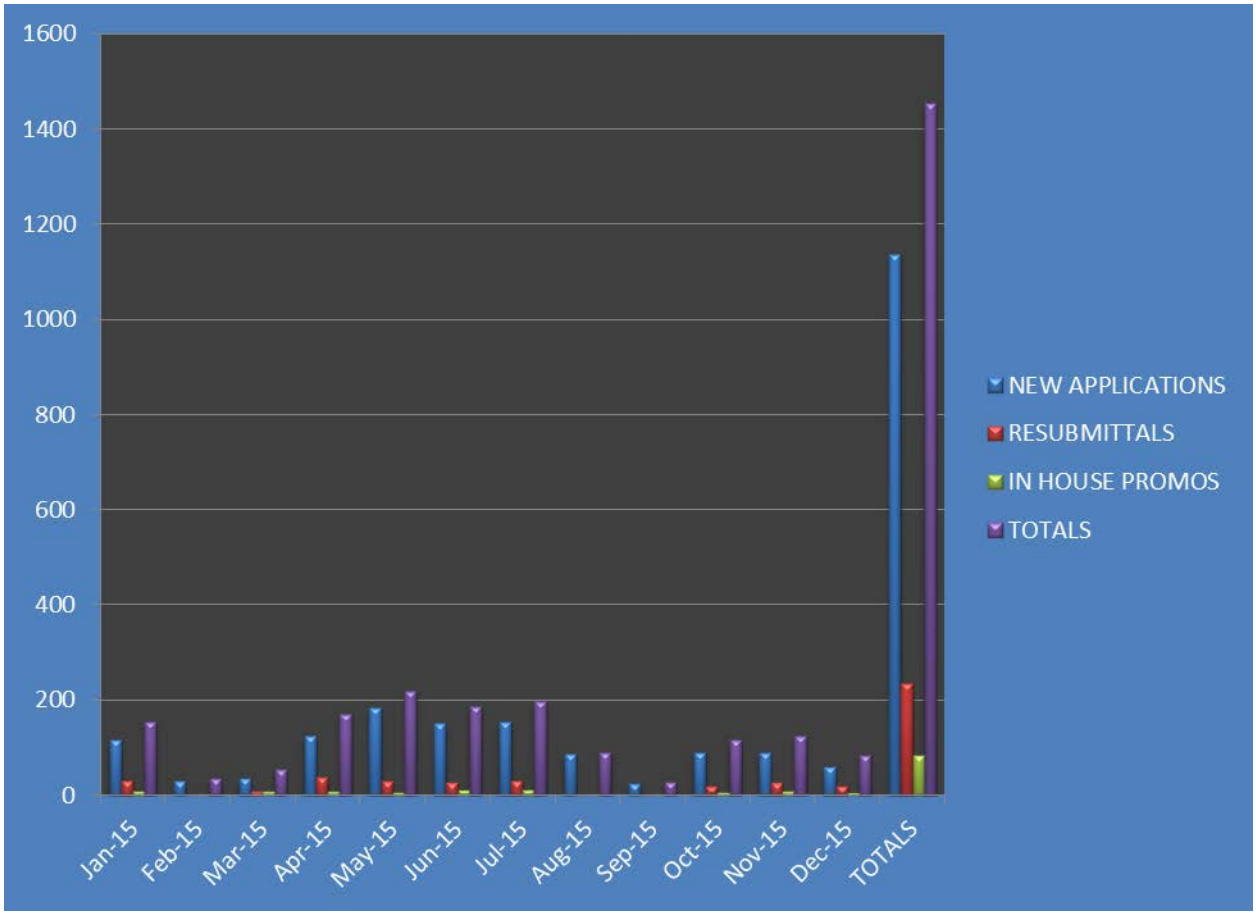
TOTALS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Dec-15
TOTALS
NEW APPLICATIONS
RESUBMITTALS
IN HOUSE PROMOS
TOTALS

BENEFITS

130 plan participants utilized open enrollment. It took 1170 individual transactions to execute the requested open enrollment changes for plan participants.
Prescription Benefits Manager annual Executive meeting held
Payment setup for ACA Transitional Reinsurance Fee for 2015
W-2 reporting of Health Plan coverage sent to employers
Sections 6055 & 6056 IRS reporting of health insurance coverage completed and submitted
2016 opt-out mental health parity act accomplished on HIOS website

Health/Prescription benefit numbers:

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
NEW HIRES	16	9	11	18	15	26	13	12	12	23	12	10
TERMINATIONS	18	9	14	16	9	20	9	12	15	8	9	11
NEW RETIREES MEDICAL	6	3	2	1	4	7	3	1	1	2	1	2
NEW RETIREES LIFE ONLY	0	0	0	0	0	1	1	0	0	0	1	0
DECEASED # LIFE CLAIMS	1	1	0	3	1	3	0	2	3	0	4	0
ACTIVE WITH MEDICAL	1226	1222	1222	1221	1223	1224	1223	1223	1215	1229	1220	1219
ACTIVE NON MEDICAL	28	29	31	31	31	35	36	37	42	43	45	46
RETIREES WITH MEDICAL	393	394	395	394	394	402	406	406	405	407	405	407
RETIREES LIFE ONLY	16	16	16	16	16	17	17	16	16	16	19	19
SURVIVING SPOUSES	16	17	17	19	19	17	17	17	20	20	17	17
COBRA	2	2	2	2	2	1	3	3	1	1	1	0

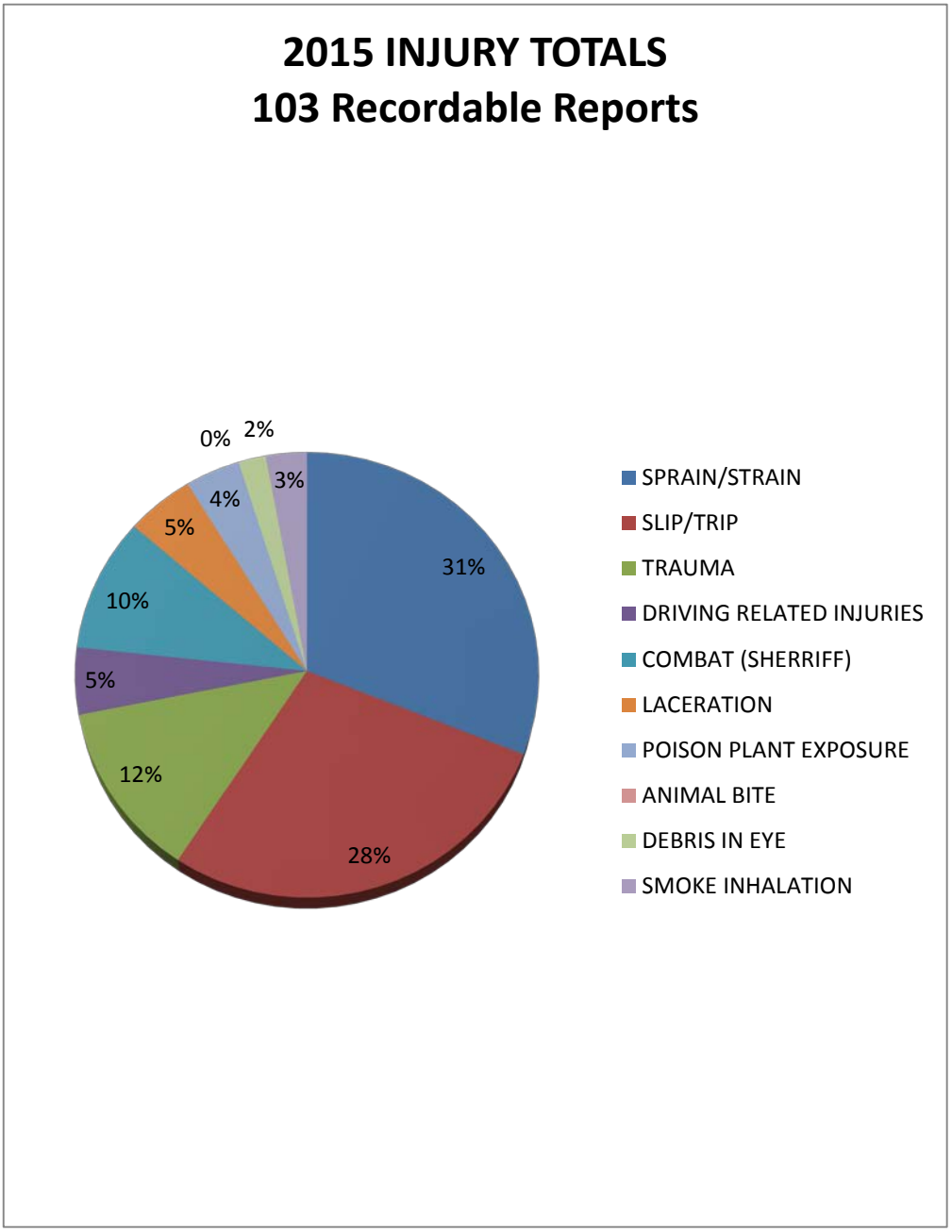
WORKERS COMPENSATION

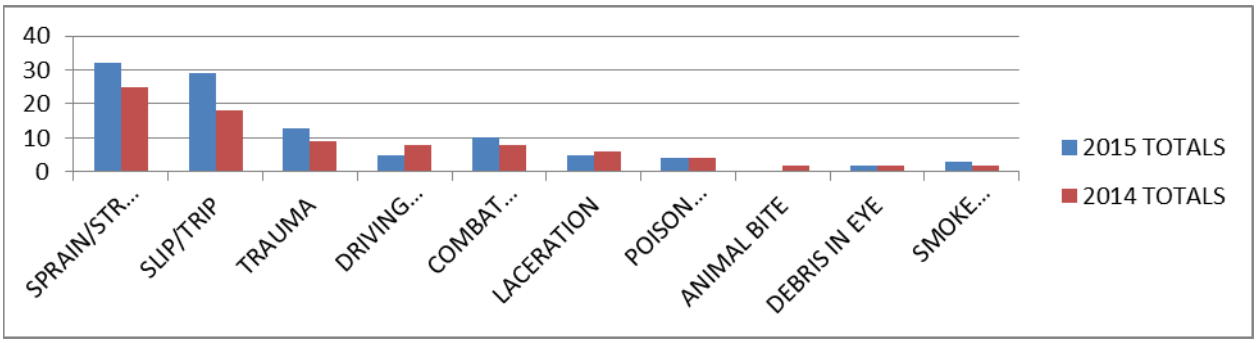
Annual SI-5 report submitted.

Monthly Cases	*2015 (#s are reported one month behind)*			
	Aug	Sept	Oct	Nov
New Medical	4	3	6	5
New Non-Medical	1	4	5	1
Total Closed Cases	8	0	19	2
Total Current Open Cases	89	96	88	92
Open Litigation Previous Month	15	14	14	14
Closed/Settled	1	0	0	0
New Litigation	0	0	0	0
Total Current Open Litigated cases	14	14	14	14

SAFETY

CPR Class Tavernier – 8 attendees
Investigated 10 injury reports and 6 property/public reports


2015 INJURY TOTALS
103 Recordable Reports
0%
2%
3%
4%
5%
31%
10%
5%
12%
28%
SPRAIN/STRAIN
SLIP/TRIP
TRAUMA
DRIVING RELATED INJURIES
COMBAT (SHERRIFF)
LACERATION
POISON PLANT EXPOSURE
ANIMAL BITE
DEBRIS IN EYE
SMOKE INHALATION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COMBAT...
LACERATION
POISON...
ANIMAL BITE
DEBRIS IN EYE
SMOKE...
2015 TOTALS
2014 TOTALS

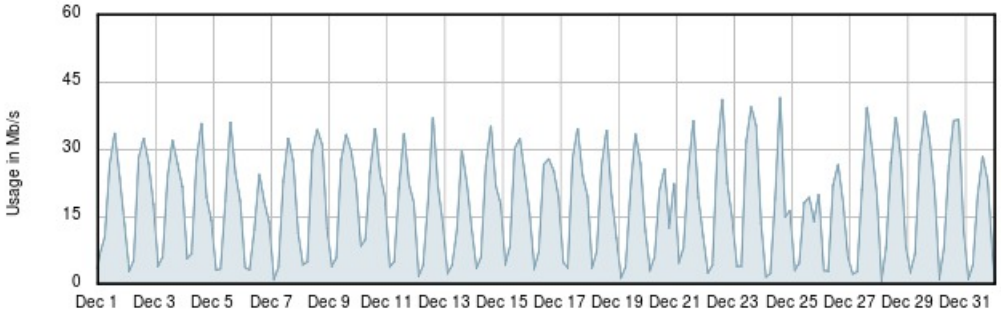
INFORMATION TECHNOLOGY

Monroe County Mobility

Summary report for network 'Mia_MX_Controller' / *December 2015*

- **Distinct clients**: 12087 (Daily average: 1607)
- **Data transferred**: Total: 5.58 TB (↓ 5.01 TB ↑ 587.83 GB)

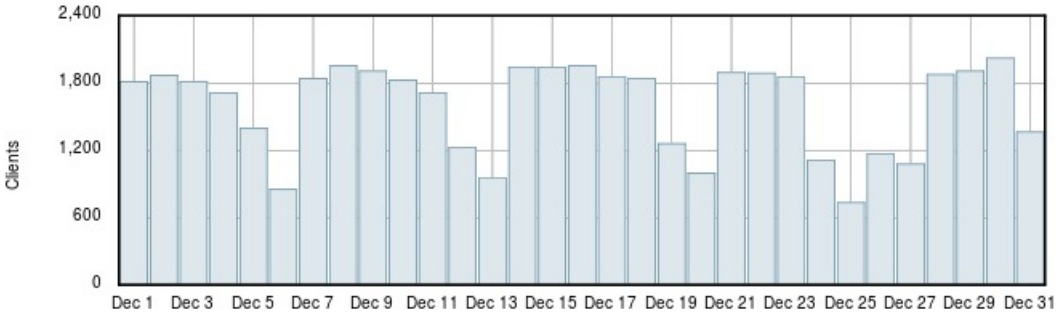
Usage



Top applications by usage

	Application	Usage ▼	% Usage
1	Netflix	942.03 GB	16.5%
2	Google Video	617.80 GB	10.8%
3	Miscellaneous secure web	586.64 GB	10.3%
4	Miscellaneous web	539.35 GB	9.4%
5	iTunes	455.28 GB	8.0%
6	CDNs	421.15 GB	7.4%
7	Miscellaneous video	353.02 GB	6.2%
8	Facebook	349.49 GB	6.1%
9	Software updates	163.91 GB	2.9%
10	apple.com	149.79 GB	2.6%

Clients per day



Top clients by usage

	Description	Manufacturer	Operating system	Usage ▼	% Usage
1	Gabriel	AzureWave Technology	Other	110.31 GB	1.9%
2	Oink	Intel	Android	87.63 GB	1.5%
3	FIRETOUGH5	Sony	Other	82.98 GB	1.5%
4	GOOCH-PC	Lite-On	Other	75.37 GB	1.3%
5	BRETS	AzureWave Technology	Other	66.48 GB	1.2%
6	HPA0D3C1D7B3CE	Cisco-Linksys	Android	61.92 GB	1.1%
7	J	Samsung	Other	53.37 GB	0.9%
8	SPOT1-PC	AsiaRF	Linksys router	52.42 GB	0.9%
9	iPhone-75	Apple	Other	51.35 GB	0.9%
10	Andrews-iPad	Apple	Other	49.18 GB	0.9%

Top operating systems by usage

	Operating system	# Clients ▼	% Clients	Usage	% Usage
1	Android	7794	64.5%	2.38 TB	42.6%
2	Other	3690	30.5%	2.31 TB	41.5%
3	iOS	1312	10.9%	646.95 GB	11.3%
4	Mac OS X	56	0.5%	105.88 GB	1.9%
5	Windows 8	30	0.2%	76.61 GB	1.3%
6	Windows 7/Vista	42	0.3%	49.09 GB	0.9%
7	Linksys router	1	<0.1%	23.42 GB	0.4%
8	Windows XP	15	0.1%	3.53 GB	0.1%
9	Wii	7	0.1%	2.12 GB	<0.1%
10	OEMed wireless router	1	<0.1%	1.05 GB	<0.1%

Top client device manufacturers by usage

	Manufacturer	# Clients ▼	% Clients	Usage	% Usage
1	Apple	6780	56.1%	2.93 TB	52.6%
2	Samsung	1093	9.0%	412.72 GB	7.2%
3	Intel	420	3.5%	285.86 GB	5.0%
4	Hon Hai/Foxconn	210	1.7%	284.61 GB	5.0%
5	AzureWave Technology	55	0.5%	238.46 GB	4.2%
6	Lite-On	146	1.2%	236.21 GB	4.1%
7	Murata Manufacturing	749	6.2%	211.45 GB	3.7%
8	Other	1221	10.1%	93.05 GB	1.6%
9	LG Electronics	220	1.8%	86.61 GB	1.5%
10	Microsoft	98	0.8%	85.13 GB	1.5%

In December, IT also:

- Completed 147 Work Orders
- Migrated OneView & Hydrants from Linux to Windows for alignment with other county application operating systems and tools
- Continued the deployment of ESET antivirus as a replacement product for Kaspersky antivirus
- Migrated Growth Management shared drive data to modern hardware
- Produced an analysis of county servers and identified required replacements due to hardware/software obsolescence
- MCTV server troubleshooting and repair at QTS facility
- Online Activities
    - Facebook Likes: 211 (+45 Since April)
    - Twitter Followers: 1035 (+177 Since April)
    - December Site Visits: 32,564 (-2,332 Since November)
    - December Unique Site Visits: 26,117 (-1,498 Since November)
    - Top Key Word Site Searches: Search, Permits, Property Search, Employment
    - Web Updates including: Web News, Intranet, Benefits, Recycling, Hazardous Waste, Greenkeys.info, OMB, Employment
- Updated mdmView which is an Access database used by Workers' Comp
- Updated security setup and configuration for the Special Needs Registry
- Worked with the Library staff to ensure the Userful application upgrade was successful

LIBRARY

- Library visitors numbered 27,792 in November; these customers checked out 25,583 items
- Public access PC and wireless sessions were logged at 9,800 for the month, 7% over the figure for last year. Wireless users alone were estimated at more than 40% over the previous month. Staff members attribute this high usage to the lower cost and proliferation of portable devices, along with the increased bandwidth available to library patrons. Smartphones and other smaller devices are also being used to connect to the public wi-fi unobserved, driving the actual customer number even higher. Library staff have noticed steady increases in library users requiring assistance with e-government websites, such as food stamps and unemployment, as well as job seekers and housing hunters.

- The circulation of e-books totaled 1,925, an increase of19% over last year's figure.
- Library staff participated in 31 outreach events during the month, with 1,570 attendees from the Library communities enjoying the programs.
- New Library cards brought 345 new patrons added to the roster of cardholders. This number exceeded the previous year by 44%, and the previous month by 55%.
- Staff answered 8,615 reference questions via e-mail, test, chat, phone, and in-person formats, demonstrating that the librarian is still the ultimate search engine.
- 344,601 eVisits were made to the Library's web resources in November, an increase of 6% over last year.
- Though the season was just beginning in November, we have already seen evidence that this will be another active winter for Library staff and patrons.

VETERANS AFFAIRS

CLIENTS ASSISTED
VA Phone Calls 736
Office Visits 387
New Clients 34
Field Visits 10
Benefits Delivery at Discharge 8

FINANCIAL DATA
The financial data for the months of December totals $ 290,673.18 *this indicates the amount of new revenue brought into Monroe County derived from claims filed by the entire Veterans Affairs department.*

The financial data captured monthly will vary due to the Veterans Administration's variable time frame in adjudicating awards.

ENGINEERING / ROADS

Card Sound Bridge Repair Project – Contract for CEI services on January agenda. Received five construction bids on December 16th. The lowest responsible bidder was Coastal Gunite Construction at $2,969,512. Staff is preparing construction contract for January agenda.

Card Sound Toll Study – Progress meeting held with HDR on December 14th. Staff reviewed preliminary design/build criteria plans and provided comments. HDR received 899 responses to the toll survey and are tabulating results.

Lake Surprise Estates Roadway and Drainage Improvement Project – Contractor is installing drainage structures; amendment to task order to add preliminary analysis for additional sea level rise adjustment on January agenda. EAC provided draft preliminary study and recommendations to staff on December 22, 2015.

Roadway and Drainage Improvement Program – Staff responding to requests for clarification on Stock Island II (Maloney/McDonald Avenue) Roadway Improvement Project Engineering Design and Permitting services RFQ; responses are due on January 14th.

Key Largo I Roadway and Drainage Improvement Project - EAC provided draft survey information to staff; Engineering staff working with GIS and sea level rise consultant to determine minimum design elevation to account for current sea level rise projections.
Key Largo II (Bay Harbor, Sunset Point, Sunrise Point, Lime Grove Estates and Rays Cuda Canal) Roadway and Drainage Improvement Project – Task order for engineering design and permitting services has been sent to CDM Smith, on call consultant for signature.
No Name Key Bridge Repair Project – Work is nearing completion; FDOT final construction audit is scheduled for January 6, 2016. Punch list will be developed at audit to work to final completion.

Pigeon Key Ramp Repair Project – Conceptual/preliminary design report provided by Metric on December 18th; staff reviewing. Report was submitted to FDOT for entry into Electronic Plans Review database for review and comment by FDOT personnel.

Sexton Cove Roadway and Drainage Improvement Project – Staff requested updated engineer's estimate of construction from CDM. Preparing construction bid documents for bid advertisement in February/March 2016.

Stock Island Roadway and Drainage Improvement Project – Consultant preparing 90% plans. Staff working with sea level rise consultant to determine minimum desired elevation to incorporate most recent flooding and sea level rise data. Anticipate scheduling public information meeting in January, 2016.

US 1 Bayside Pedestrian Bridge – Contracts for CEI and construction awarded at December BOCC meeting. Anticipate pre-construction meeting in January, 2016.

US 1 Bayside Trail – FDOT provided final material certification on December 22nd. Awaiting submittal of retainage invoice by contractor so that project may be closed out.

9th Avenue Stock Island Drainage Project – Project complete. Engineer of Record creating digital record drawings from as built.
Grouper Lane (Key Largo) Drainage Project – Work is ongoing; contractor has ordered new drainage structures to account for increase in road elevation to address recent high levels of nuisance flooding.

Duck Key Security District Cameras – Contract with TYCO Integrated Security approved at December BOCC meeting. Staff is beginning coordination with FKEC, Comcast and contractors to install utility poles and utility service to camera sites.

Garrison Bight Bridge Repair Project – Contract for engineering design and permitting services is on the January 2016 agenda for approval.

Sugarloaf Boulevard Bridge Replacement Project – Design project kick off meeting with consultant held on December 16th; preliminary utility coordination meeting held on December 17th. Identified some construction challenges with regard to proximity to electrical lines. Anticipate participating in Sugarloaf Homeowners Association meeting in January or February 2016 to provide introduction to proposed design and address questions.

ROAD DEPARTMENT

Lower Keys

- Mulch Deliveries - 15 loads with a total of 52.5 tons of mulch, savings of $6,483.75 on dump fees.
- Repaired guardrail at Niles Road, Summerland Key.
- Replaced manhole at the corner of 2nd Avenue, Stock Island.
- Chip/Brush -20 miles.
- Right of Ways Mowed -24 miles.
- Weed eating operation -12 miles.

- Cold patch pot holes-1.5 tons.
- Road sweeping- 8 miles.
- Sign Technician - 35 locates; 58 signs; and, 43 posts.
- Obtain revenue of $75.30 from recycled signs.

Upper Keys

- Buzz bar/chipper operation – 17.83 miles.
- Mowing operation – 80.71 miles.
- Trench drains – 1,288 feet, 40 tons #4 rock used.
- Sweeping operation – 88.6 miles.
- Shoulder work – 471 feet, 30 tons of #57 rock used.
- Sign Department – 24 new signs, 15 posts installed, and 11 underground locates performed.
- Material pick-up at CEMEX in Kendall – 35.93 tons.
- Tree removal/stump grinding – 2 trees/3 stumps.
- Bucket work – 2 subdivision.
- Pot holes repaired – 2 subdivisions, 250 lbs. cold patch used.
- Trash pickup – 46 bags.
- Safety meetings – November 24, 2015 and December 4, 2015.

Special Projects

- Cone off traffic light at mile marker 100 with 100 cones due to malfunctioning traffic light, and cleaned up when light was repaired.
- Moved old phone poles from Magnolia to Harry Harris Park for Parks Department.
- Picked up and disposed of seaweed at Harry Harris Park for Parks Department.
- Repaired shoulder/drain on Shared Use Path.

CARD SOUND

- Mowing operation - 21 miles.
- Trash pickup – 2,180 lbs.
- Miles driven for trash pickup – 110 miles.

TOLLS NOT COLLECTED

- Lifting of toll due to heavy traffic - **$4,786.00 (due to heavy traffic).**

PROJECT MANAGEMENT / FACILITIES

Marathon Customs Facility- CBP has added additional change order items not in approved specs and drawings. New completion date estimated for late February 2016.

Senior Nutrition Center- Drafting ILA with the City of Key West Housing Authority for use of space at the Kennedy Street Facility. Draft to be completed on January 6th.

Magnolia Street/Public Works- Construction proceeding on schedule.

Harvey Government Center Paint- Contract approved. Work to begin when permits clear January 2016.

Crawl Key Fire Academy- Construction proceeding on schedule.

Atlantic Boulevard Relocation- Redesign received and under review.

Bernstein Park- Bids due in January.

Summerland Fire Station- Property scheduled to close in February.

Plantation Key Government Center- Site plan application to be completed and submitted in full 1st week of January.

Marathon Library- First programming meeting scheduled for January 15th 2016.

JOB BOARD (FUNDED JOBS 2015)

	DESCRIPTION				CONSTRUCTION			NOTES	
#	TASK	PM	ALT/PM	LOCATION	STATUS		BUDGET	FIRM	ACCOUNT
1	Big Pine Swim Hole	CR	DB	LOWER		Clearing/windowing/grubbing	$ 2,000,000.00	Little John	
2	MEN Sidewalks	CR	DB	UPPER		FDOT review	UKN	MC	
3	MEN Marquee	CR	DB	UPPER		Waiting for direction	UKN	MC	
4	Harry Harris Shed	CR	DB	UPPER		schematic design approved	$ 25,000.00	Horn	
5	Key Largo Park Residence	CR	DB	UPPER		Engineer behind schedule	$ 50,000.00	Horn	304-24000-560620-CG1505
6	Marathon Customs Fac	CR	DS	MIDDLE		Additional Change orders for phone devices	$ 1,010,000.00	MBI	63588-560620-GAMD73/63587-560620-GAMD72
7	Rowells Marina	CR	DS	UPPER		RFQ issue in Nov/Dec	$ 130,000.00		TAD Grant encumbered 11/18/15
8	Murray Nelson Generator	CR	DS	UPPER		RFP will publish early November	$ 25,000.00	Horn/CSA	304-24000-560630-CG1411
9	Marathon IT HVAC	CR	JY	MIDDLE		RFP published bid opening Nov 5th	$ 7,500.00	CSA	304-24000-560620-CG1514
10	PK WW Decomm	CR	JY	UPPER		Need vacuum pressures from the Village	$ 225,000.00	CSA	304-23000-560630-PE1301
11	Roth WW Decomm	CR	JY	UPPER		Need vacuum pressures from the Village	$ 150,000.00	CSA	304-23000-560630-PE1301
12	Big Pine Park Vista	DB	CR	LOWER		Permitting	$ 500,000.00	Stantec	
13	Reynolds St. Vista	DB	CR	LOWER		Redesign due to Atlantic St. relocation	$ 500,000.00	Stantec	
14	BPK Docks	DB	CR	LOWER		scoping	UKN		
15	Senior Nutrition Center	DB	DS	LOWER		On hold due to increase in building deterioration	$ 660,000.00	Horn	102-22500-530310
16	Jefferson Brown Chillers	DB	DS	LOWER		ILA being drafted by legal	$ 158,000.00	TYLinn	
17	Summerland FS	DB	DS	LOWER		performimg Due diligence Phase II env	$ 4,500,000.00		314-26008-560620-CP1501
18	PK Fuel Station Relocation	DB	DS	UPPER		Scoping	$ 250,000.00		
19	Ellis Renovations	DB	DS	UPPER		Scoping	$ 250,000.00		
20	Magnolia St. Public Works	DB	DS	UPPER		Construction to begin late october	$ 1,250,000.00	CSA	304-24000-560620-CG1416
21	Higgs Beach Sand Phase 1	DB	JY	LOWER		Design rejected by FDEP	$ 100,000.00	TYLinn	LAP
22	Higgs Beach Sand Phase 2	DB	JY	LOWER		Applying for TDC grant to cover	$ 1,500,000.00	TYLinn	LAP
23	Gato Ext Painting	DB	JY	LOWER		Contract Awarded	$ 98,000.00	Bender	304-24000-560620-CG1510
24	Harvey Ext Painting	DB	JY	LOWER		Contract to BOCC in November	$ 180,000.00	Bender	
25	PK Court House	DS	ALL	UPPER		Pre App submitted	$ 16,000,000.00	CSA	314-26008-560620-CP1503
26	Cotton Property	DS	DB	LOWER		Lawsuit	$ 25,000.00	Horn	
27	Sugarloaf Fire Dorm	DS	DB	LOWER		Community/Tower negotiations	$ 300,000.00		
28	Fleet Wash Stations	JY	CR	ALL		Waiting for Fleet to provide direction	$ 200,000.00		
29	Bernstein Park	JY	CR	LOWER		Permitting and design revisions	$ 5,100,000.00	Horn	304-25000-560630-CC1403
30	MCDC & MCSO Lighting	JY	CR	LOWER		Study will start in November	$ 360,000.00		304-24000-560620-CG1515
31	MCSO Roof	JY	CR	LOWER		will RFP after Chiller replacement	$ 158,000.00		
32	Ramp Repairs	JY	CR	LOWER		Permitting with USACOE	$ 180,000.00	Keith & Sc	157-62520-530340
33	Marathon Library	JY	CR	MIDDLE		Programming	$ 3,500,000.00	SRS	304-25000-560620-CC1401
34	Crawl Key Fire Training	JY	CR	MIDDLE		On schedule	$ 2,100,000.00	Horn	314-26008-560620-CP1502
35	Transfer Stations Office	JY	CR	MIDDLE		Design	$ 1,000,000.00	Pike	414-40000-560620
36	Med Examiners Chillers	JY	CR	MIDDLE		Permitting	$ 80,000.00	Contractor	
37	Pigeon Key Fire Sprinklers	JY	DB	LOWER		Bidding	$ 185,000.00	Contractor	
38	East Martello ADA upgrades	JY	DB	LOWER		Permitting/TDC grant application	$ 300,000.00	MBI	Grant due Jan 2016
39	Atlantic St Relocation	JY	DB	LOWER		In redesign	$ 3,500,000.00	TYLinn	
40	KW Light House	JY	DB	LOWER		Construction on Schedule	$ 635,000.00	Bender	117-77040-530340-TM57492X
41	Marathon Annex, Repairs	JY	DB	MIDDLE		In design	$ 110,000.00	Horn	304-24000-560620-CG1509
42	Pidgeon Key Roof	JY	DB	MIDDLE		Applying for TDC grant to cover increase in costs	$ 65,000.00		119-79040-530340-TM59622X
							$ 47,366,500.00		

	On Schedule On budget
	Slightly delayed Schedule or Budget Changes
	Off Schedule Off Budget

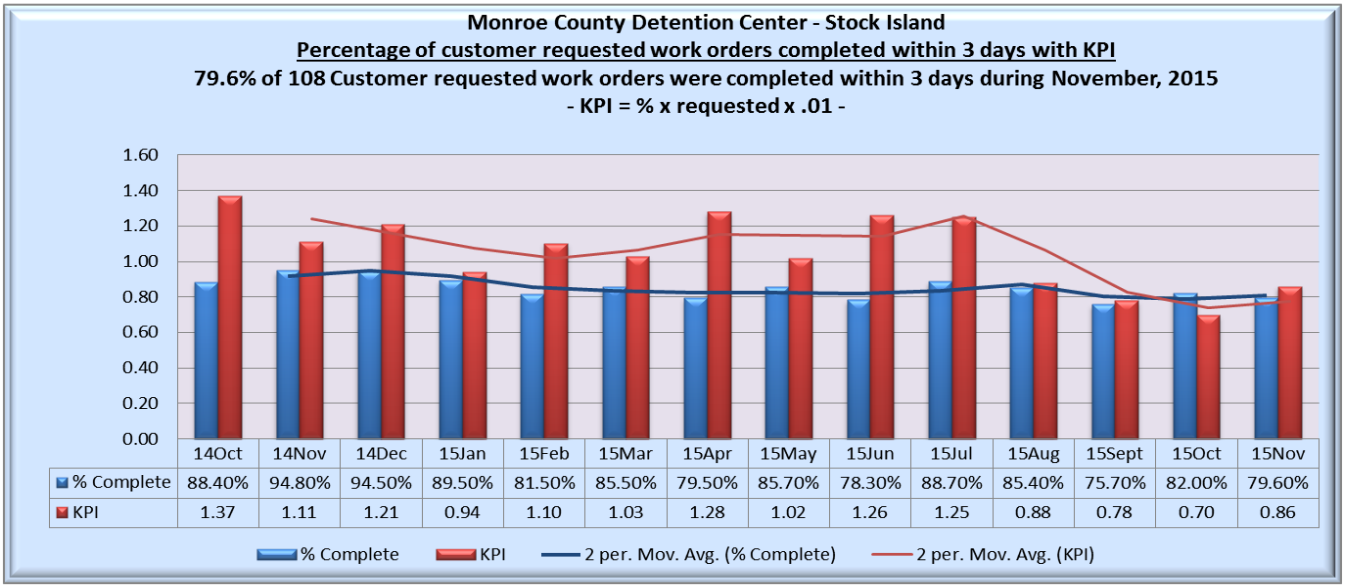
CORRECTION FACILITIES

Stock Island Detention Center

- Exterior painting of Jail Complex has been completed.
- New Dish Machine arrived and installation is complete.
- Quarterly fire testing has been performed.
- Quarterly fire sprinkler testing has been performed.
- Fire sprinkler line repaired in Unit B.

Juvenile Justice Building

- New fire system installation has been completed.
- Quarterly fire testing has been performed.
- Quarterly fire sprinkler testing has been performed.



	14Oct	14Nov	14Dec	15Jan	15Feb	15Mar	15Apr	15May	15Jun	15Jul	15Aug	15Sept	15Oct	15Nov
% Complete	88.40%	94.80%	94.50%	89.50%	81.50%	85.50%	79.50%	85.70%	78.30%	88.70%	85.40%	75.70%	82.00%	79.60%
KPI	1.37	1.11	1.21	0.94	1.10	1.03	1.28	1.02	1.26	1.25	0.88	0.78	0.70	0.86

Marathon State Attorney's Office

- Painted central offices, back hallway and service area.

Marathon Government Annex

- Painted two of Emergency Management's offices and Director's lobby.
- Built 8' storage table for Emergency Management.
- Completed rebuilding of fire sprinkler pump.

Layton Fire Station

- Assisted Technical Services with network installation.

Conch Key Fire Station

- Painted stairway walls.

FACILITIES MAINTENANCE/PARKS & BEACHES

LOWER KEYS

- Replaced kitchen cabinets and plumbing fixtures in the breakroom at the Harvey Government Center.
- Completed renovation of the Cudjoe EMS kitchen.
- Resumed construction of added closets at Bayshore Manor.
- Installed a baby changing station at the Key West Library.

- Replaced exhaust fan motors for the Big Pine Key Fire Station truck bay and the elevator equipment room.
- Started painting the Key West DMV building and completed landscape trimming and replacement of front sign.
- Continued replacement of the Key West Lighthouse perimeter wall wood fence pickets.
- Assembled new furniture for Worker's Compensation Office at the Gato Building.
- Performed tree trimming at Bayshore Manor.
- Continued extensive interior painting of the Key West Library.
- Replaced lighting fixtures at the West Martello Restroom building.
- Tested and repaired all Higgs Beach Dog Park lighting fixtures and electrical outlets.
- Performed semi-annual testing of clean agent fire suppression systems at the Records Facility Clerk's computer room/evidence storage room and Historic Courthouse Property Appraiser computer room.
- Performed FKAA required backflow preventer testing for the Historic Courthouse, Lester Building, Key West Lighthouse, Bernstein and Bay Point Parks.
- Pest control services were completed for Lower Keys Facilities and Parks.
  Issued purchase order for the upgrade of the water level sensing and control system from float type to a Multitrode system at the Wilhelmina Harvey Park stormwater system.

UPPER KEYS

Murray Nelson Government Center

- Provided assistance in (6) events.
- Assisted Code Compliance painting/preparing office 226 for new employee.
- Repaired water leak in walls in office #225 &# 226.
- Resolved (2) plumbing issues.
- Repaired doors and replaced (4) door locks.
- Replaced (2) exit lights in 2nd floor mechanical room.
- Pressure cleaned main entrance exterior wall.
- Laid decorative river rock by main building entrance. (work in process)
- Contractor working on repair/replace of condensing water pump #4.
- Removed old benches and installed (9) nine new benches at Peace Park.

Plantation Key Courthouse

- Inspected roof for rodents and set up traps.
- Replaced (12) lamps and (2) ballasts.
- Pressure cleaned roof and gutters in courtroom B.
- Repaired several roof leaks in courtroom A & B around computer and hallway areas.
- Contractor repaired A/C in the criminal/recording office.

Ellis Building

- Adjusted timers.
- Air quality test was performed inhouse.
- Repaired back door.
- Repaired roof leak in women's restroom.

Plantation Key Garage

- Resolved (1) plumbing issue.

Tavernier Fire Dept.

- Installed prevention box 22 & 25 (traffic light control and coordination).

Public Works Plantation Key Shed

- Repaired roof.
- Repaired water line.

Spottswood Building

- Provided assistance to the Social Services Department installing new carpet in the Supervisor's office, Assistant's office, transportation office, and printer room. Fixed filing cabinet, relocated some cabinets, and provided new driver, Tammy Colarusso, with a key to the Social Services main entrance door.
- Repaired employee's exit door.

AARP

- Resolved (2) plumbing issues.

Key Largo Library

- Replaced (1) regular lamp with an LED lamp.
- Replaced electrical receptacle.
- Uninstalled hurricane shutters.
- Installed purse/robe hooks on women's restroom stall doors.
- Contractor was solicited to repair a roof leak under warranty.

Islamorada Library

- Resolved (2) plumbing issues.
- Contractor Nationwide attended to an emergency call due to sewer backing up into library restrooms.

Key Largo Tax Collectors

- Finished walls at the new location.
- Installed (10) lamps and (1) exit light.
- Contractor replaced broken capacitor in one A/C unit.

Animal Shelter

- Performed a temporary repair on the roof.

Key Largo Transfer Station

- Repaired several leaks on the main water line.

PARKS & BEACHES:

Key Largo Park

- Removed benches and installed some old benches from Peace Park.
- Resolved (2) plumbing issues.
- Removed graffiti.
- Installed grainer at the shop.
- Contractor repaired sprinkler main water leak.

Harry Harris Park

- Replaced (6) regular lamps with LED lamps.
- Resolved (1) plumbing issue.

Friendship Park

- Replaced (2) lamps.

Notes:

- Preventive Maintenance completed on some HVAC units.
- Provided assistance to the Mesquite Productions filming crew throughout the Upper Keys for the filming of the Bloodline series.
- Provide assistance to Citizens Pictures and Silverprod USA Celebrity Network through Rita Troxel.
- Harry Harris Park is scheduled for Softball and Baseball games.
- (17) Employees attended the Monthly Safety training.
- Removed old and installed new park rules signs throughout all the Upper Keys Parks.

- Fire Extinguisher inspections for the Murray Nelson and Ellis Buildings were completed.

FLEET MANAGEMENT

- Garage staff completed safety training (confined spaces and backing up).
- Filled Key West Lead Mechanic position that has been vacant since March 2015.
- Three garages combined provided preventative maintenance and completed approximately 250 unit safety inspections.
- Three garages combined opened and/or completed approximately 500 work orders.
- Three garages combined processed and distributed approximately 19,000 gallons of unleaded gasoline and 7,500 gallons of diesel fuel.
- Key West garage mechanics diagnosed and repaired Solid Waste Department Clam truck after outsourced contractors failed at the repairs.
- Activated and transferred 1 used van for Tech Services Department use.
- Received and processed 2 new Kubota zero turn mowers for Lower Keys Parks/Beaches Department.
- Received and processed 3 new Ford F150 pick-up trucks for Solid Waste Department.
- Processed new clam truck for Solid Waste Department.
- Processed new moving storage truck for Facilities Maintenance Department.
- Received new sewer clean-out vacuum truck for Key West Road Department.
- 2 Fleet Department employees attended customer services training seminar.
- 4 Fleet Department Mechanics attended 2 day new electrical training seminar.
- Ordered 2 new Ford Escapes for Code Compliance Department.
- Ordered 1 new Dodge Journey for Emergency Management.
- Ordered 6 new Dodge Pick-up trucks for various Public Works Departments.
- Ordered 2 work storage/transport trailers for Parks/Beaches.
- Ordered 1 new clam truck for Solid Waste Department.

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 is still working with Fishermen's Hospitals Director of Human Resources Chris Fletcher. Mr. Fletcher is reinstituting a recycling program that was stop by the previous administration. Mr. Fletcher is conducting staff meetings with each department trying to figure out what the initial participation rate will be. Once these meetings are complete, Mr. Fletcher, county staff and the franchise hauler will determine the best option for a recycling.
- Staff is updating and compiling a new a list of second hand and consignment stores throughout the Keys. Staff will provide a new Keys Reuse Business guide for placement on the county website.
- Staff continues to work with commercial businesses in the lower keys who have not converted to single stream recycling. The businesses are being discouraged from single stream recycling by the franchise hauler. These businesses were provided a cardboard

only dumpster and recycling carts for everything else. Most of these businesses, when switched to single stream, will be able to save a little money each month and reduce the amount of collection bins on their property.

- Since staff has had a 4 yard single stream recycling dumpster placed at Little Torch Cottages, 48 units have begun recycling for the first time since the complex opened. The franchise hauler was required to provide an 18gallon recycling bin to each unit for the convenience of hauling recyclables to the recycling dumpster. Staff provided the county recycling and household hazardous waste brochures to each resident and left some at the leasing office for new tenants.

  The Management Company and tenants both enjoy and have made great strides in recycling as the picture below illustrates. Management has plans to reduce the size of the garbage dumpster after the new year as a result.

- Staff has had the new 2015 recycling brochure placed on the county website. Staff is also having corrections made to the solid waste portion of the website. Some of the information is outdated or incorrect.
- Staff has presented the new owner of Bobalu's with a cost savings breakdown if they were to implement recycling. Bobalu's could save approximately $52.00 per month by starting a recycling program. Staff will provide recycling information for kitchen staff if they decide to recycle.
- Staff helped with household hazardous waste collections at the Key Largo and Cudjoe Key transfer stations.

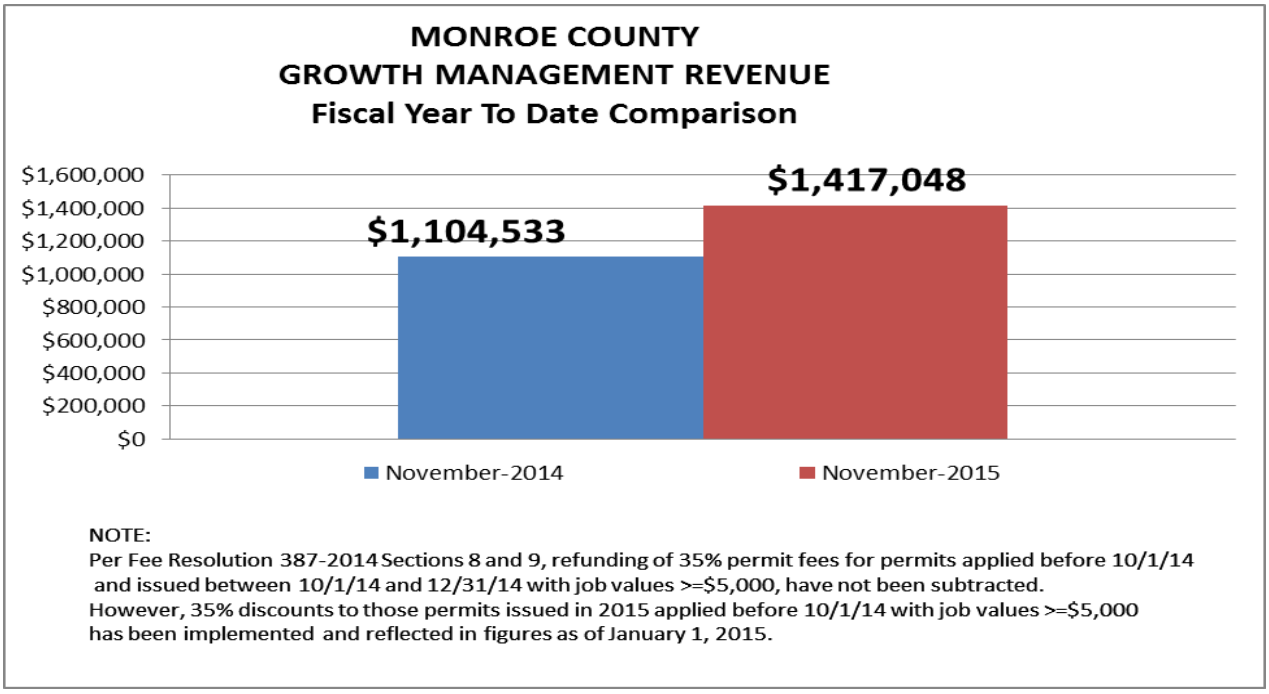
Hazardous Material Department

- Staff held six household hazardous waste (HHW) collections in December and accepted material from 115 Monroe County residents and businesses.
- Staff filled 13 boxes of electronic waste to be recycled, weighing approximately 7,800 lbs. during this month.
- Staff recycled over 300 lbs. of lead sealed batteries; and recycled 40 lbs. of rechargeable batteries.
- Staff crushed 320 fluorescent, and mercury containing bulbs in house.

- Our Hazardous and E-Waste Commercial Collection participants included: staff shipped out 24 pallets of electronics weighing 14,522 lbs.; staff recycled 400 gallons of contaminated fluids; and staff bulked 220 gallons of latex paints for recycling.

GROWTH MANAGEMENT REVENUE vs. EXPENSES: FY YEARS 2013, 2014, 2015 and Current FY 2016

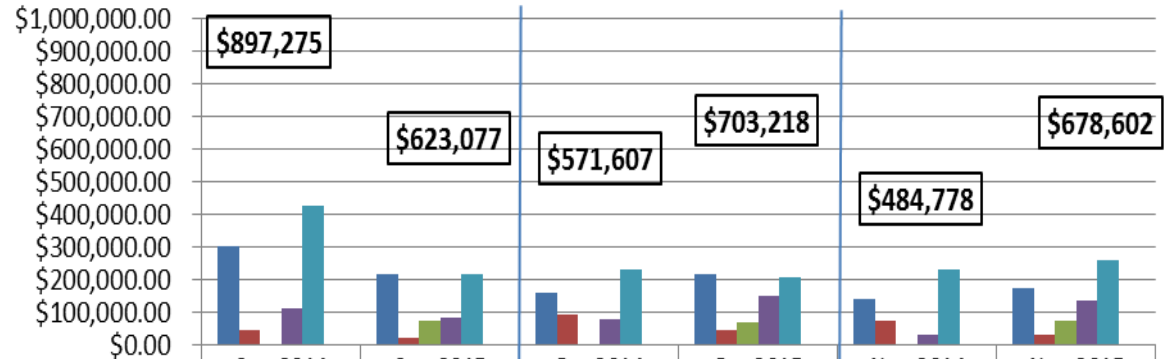
	Account Number	Total Revenue FY'13	Total Revenue FY'14	Total Revenue FY'15	Total BUDGETED Revenue FY'16	Total Revenue FYTD as of November-2014	Total Revenue FYTD as of November-2015
REVENUE							
Administrative Engineering	001-000000-341921-SG	$4,125	$1,823	$0	$0		
Boat Improvement Fund	157-347270-SP/347271-SP	$682,080	$616,645	$744,547	$655,000	$48,148	$50,229
Building Book/Copy/etc.	180-369001-GM	$14,689	$32,432	$42,711	$30,000	$4,613	$7,437
Building-Income from Permits/Applicat	180-322005-SG	$2,303,328	$3,204,868	$3,799,806	$3,350,000	$508,029	$643,064
Certificate of Competency/Contractor E	180-322103-SG	$22,665	$142,873	$44,258	$145,000	$3,520	$65,445
Code Compliance	148-341916-SG/148-354001-SG	$488,442	$503,372	$641,623	$535,000	$80,932	$177,328
Education Fees - Building	158-322005-SG	$45,799	$44,834	$32,469	$0	$3,803	$5,650
Education Fees - Plan & Environ.	158-322006-SG	$15,634	$20,595	$58,710	$0	$7,820	$9,630
Education Fees - Fire	158-322007-SG			$4,480	$0	$700	$740
Environmental Mitigation	160-351400-SP	$128,478	$500,863	$435,006	$255,000	$36,578	$33,197
Fire Marshal	148-341906-SG	$26,775	$33,191	$331,093	$275,000	$130,075	$26,639
Flood Review (sub-account of Building	180-322005-SG	$0	$0	$510	$0	$170	
Flood Variance	180-322005-SG	$0	$0	$1,745	$0		
Historic Preservation	148-341913-SG	$50	$100	$0	$0		
Impact Fees	130-131-132-133-134-135-136	$0		$351,467	$0	$4,602	$30,680
Conservation Land Purchase (ROGO Bu	158-341905-SG	$0	$12,697	$6,349	$0	$6,349	$15,933
Marine Resources	157-62613-343700-SP/157-00000	$0	$2,678	$0	$0		
Planning Admin/Research/Copy/etc.	148-369001-GM	$896	$8,495	$713	$0	$222	$12
Radon/DCA	180-341904-SG	$31,160	$42,803	$87,347	$42,000	$4,583	$7,939
Recovery/DBPR	180-341908-SG	$31,099	$42,719	$0	$42,000	$4,583	$7,939
Wastewater	310-000000-325100-GM	$561,067	$458,218	$136,846	$475,000	$1,241	$30,761
Zoning/ROGO/Environmental	148-341905-SG	$511,695	$898,614	$1,765,274	$1,640,000	$258,566	$304,425
Total		**$4,867,982**	**$6,567,820**	**$8,484,954**	**$7,444,000**	**$1,104,533**	**$1,417,048**
EXPENSES							
	Fund-Cost Center	**Total Actual Expenses FY13**	**Total Actual Expenses FY14**	**Total Actual Expenses FY15**	**Total BUDGETED Expenses FY16**	**Total Expenses FYTD as of November-2014**	**Total Expenses FYTD as of November-2015**
Boating Improvement - County $	157-62613	$333,880	$398,489	$464,535	$456,701	$7,356	$8,224
Boating Improvement - State $	157-62520	$238,377	$302,403	$363,480	$244,000	$52,021	$11,678
Building Dept.	180-52502	$2,135,251	$2,296,431	$3,208,056	$3,990,270	$251,588	$322,624
Building Dept. Education	158-52501	$14,303	$28,152	$27,353	$23,400	$1,368	$2,113
Environmental Resources Educ.	158-52503	$5,604	$6,035	$12,914	$40,000	$775	$944
Code Compliance	148-60500	$1,238,910	$1,268,750	$1,264,212	$1,434,535	$155,190	$134,718
Comprehensive Plan	148-51000	$127,921	$145,278	$184,635	$130,000	$0	$0
Environmental Resources	148-52000	$441,136	$544,610	$699,840	$751,221	$59,733	$66,577
Environmental Restoration	160-52002	$142,009	$152,936	$177,747	$221,724	$10,071	$29,922
Geographic Info. (GIS)	148-50002	$170,288	$162,931	$185,022	$213,070	$20,939	$28,851
Growth Mgmt. Admin.	148-50001	$412,492	$431,933	$445,567	$705,630	$37,523	$35,867
Planning	148-50500	$1,254,965	$1,158,362	$1,117,275	$1,545,550	$132,516	$148,230
Planning Commission	148-51500	$73,875	$74,556	$72,262	$82,176	$6,964	$8,442
Total		**$6,589,011**	**$6,970,866**	**$8,222,897**	**$9,838,277**	**$736,044**	**$798,190**
Difference (Revenue vs. Expense)		**-$1,721,029**	**-$403,046**	**$262,057**	**-$2,394,277**	**$368,489**	**$618,858**



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

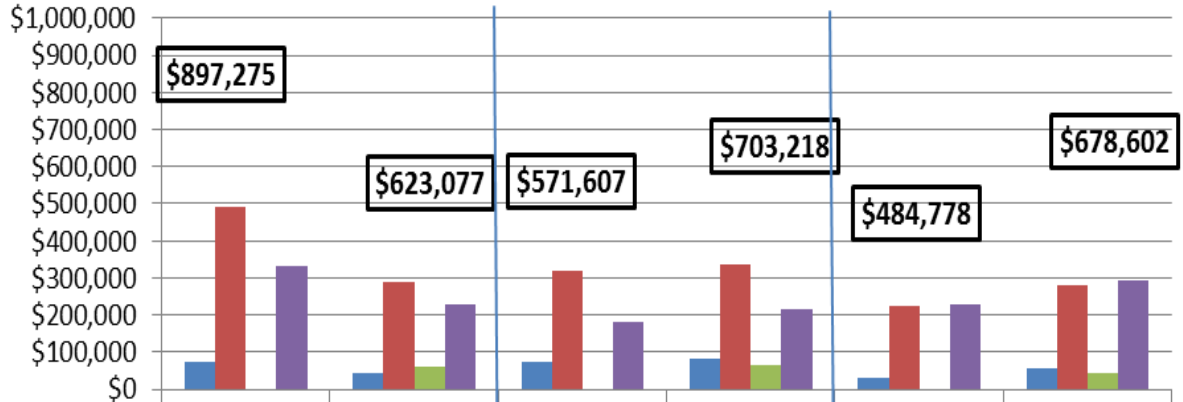
Three Month - Yearly Comparison



	Sep-2014	Sep-2015	Oct-2014	Oct-2015	Nov-2014	Nov-2015
Lower Keys	$305,270.21	$218,812.90	$163,239.35	$219,641.83	$141,511.36	$175,558.40
Middle Keys	$49,199.14	$21,452.84	$96,375.27	$45,754.58	$75,614.96	$30,792.40
Ocean Reef	0	76260.52	0	72804.55	$0.00	$74,432.36
Misc/NonPermit	$114,580.27	$85,856.01	$79,701.47	$153,642.74	$34,995.91	$135,826.74
Upper Keys	$428,225.72	$220,694.39	$232,291.01	$211,374.56	$232,655.86	$261,992.54
TOTAL	$897,275.34	$623,076.66	$571,607.10	$703,218.26	$484,778.09	$678,602.44

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.

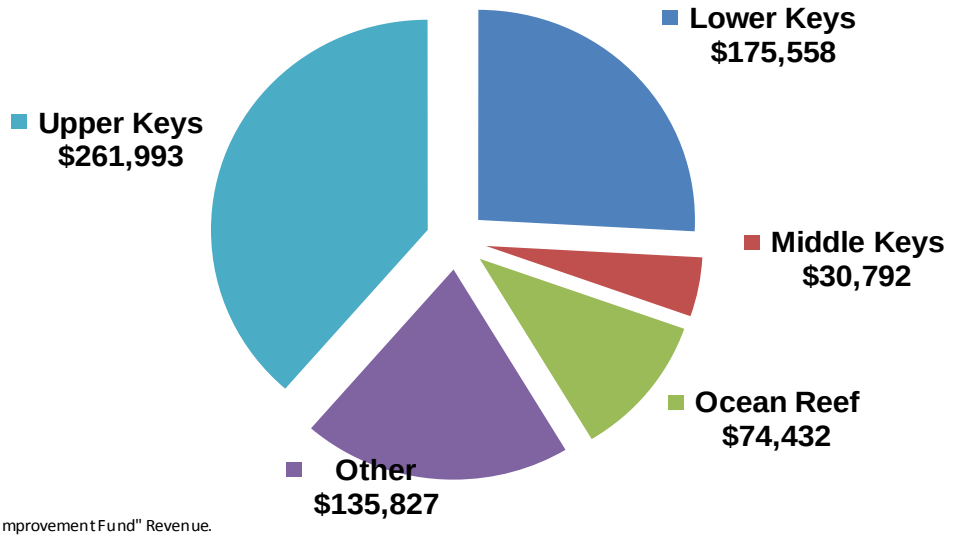
MONROE COUNTY GROWTH MANAGEMENT
REVENUE TAKEN IN BY OFFICE RECEIPT#
Three Month - Yearly Comparison



	Sep-2014	Sep-2015	Oct-2014	Oct-2015	Nov-2014	Nov-2015
Lower Keys	$72,501.54	$41,785.01	$72,137.72	$84,349.30	$30,170.22	$57,800.59
Middle Keys	$491,283.95	$290,466.32	$317,592.66	$335,665.87	$223,984.79	$280,378.51
Ocean Reef	0	62468.01	0	65312.93	$0.00	$45,609.25
Upper Keys	$333,489.85	$228,357.32	$181,876.72	$217,890.16	$230,623.08	$294,814.09
TOTAL	$897,275.34	$623,076.66	$571,607.10	$703,218.26	$484,778.09	$678,602.44

Nov 2015

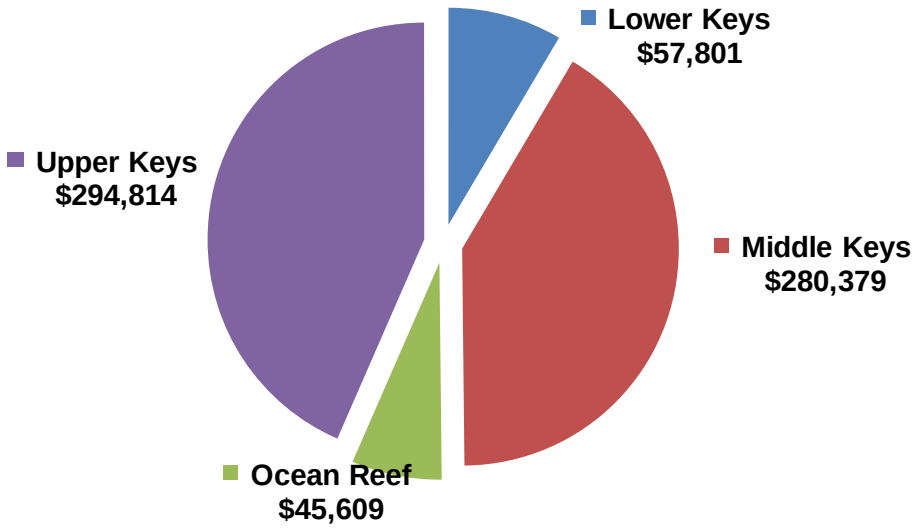
MONROE COUNTY GROWTH MANAGEMENT
REVENUE TAKEN IN BY PERMIT "WORK" LOCATION



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.

Nov 2015

MONROE COUNTY GROWTH MANAGEMENT
REVENUE TAKEN IN BY OFFICE RECEIPT#



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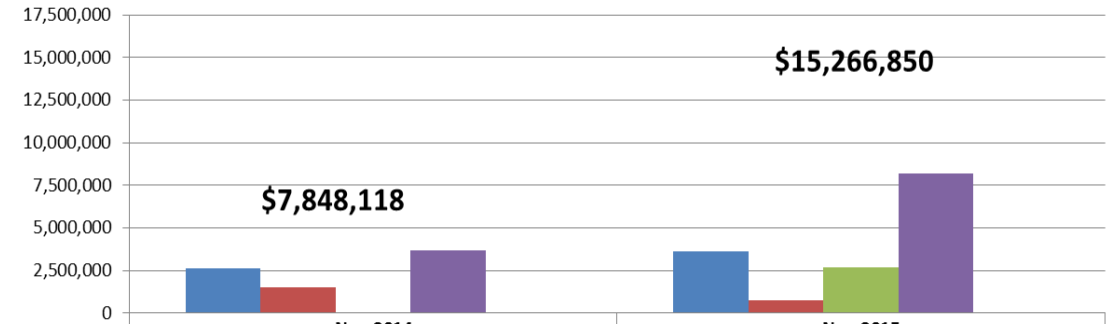
Office=3/Area=Upper Keys: North of Tavernier Creek Bridge up to Ocean Reef.

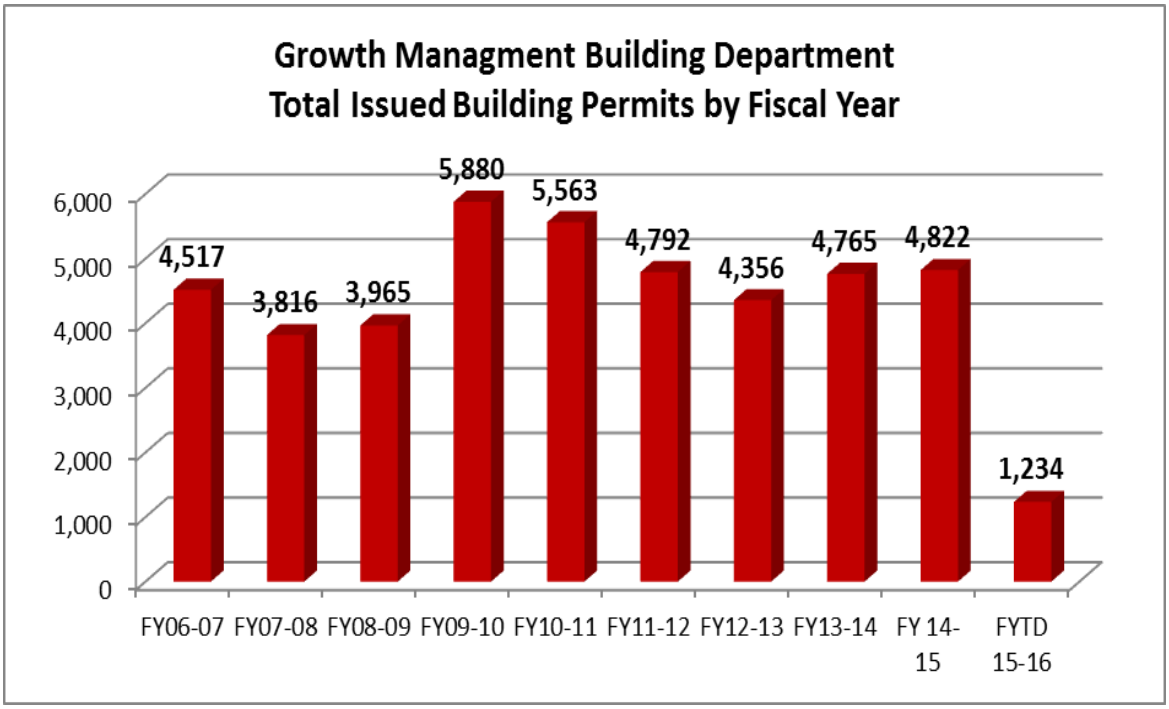
BUILDING DEPARTMENT

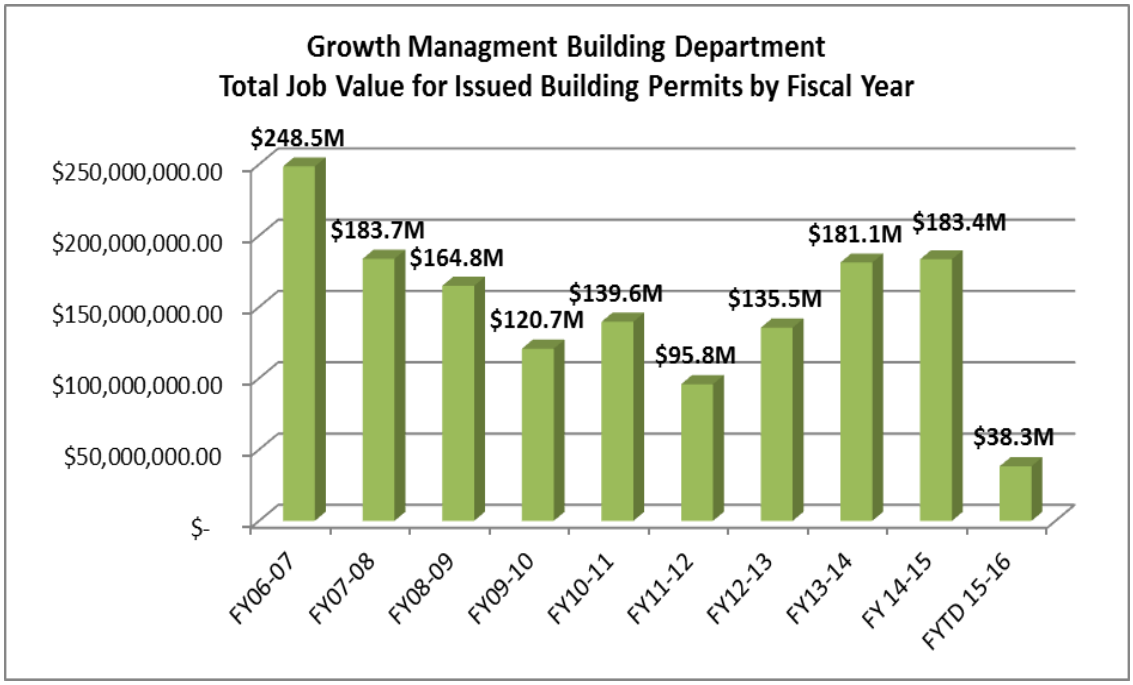
Does not include "Boat Improvement Fund" Revenue.
Office=1/Area=Lower Keys:
Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys:
Starts at Duck Key to Fiesta Key Channel#5,
Excludes-Marathon, Grassy Key, Cty of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys:
North of Tavernier Creek Bridge up to Ocean Reef.

MONROE COUNTY GROWTH MANAGEMENT
BUILDING DEPARTMENT - JOB VALUATION OF ISSUED PERMITS
BY PERMIT "WORK" LOCATION
Comparison by Office

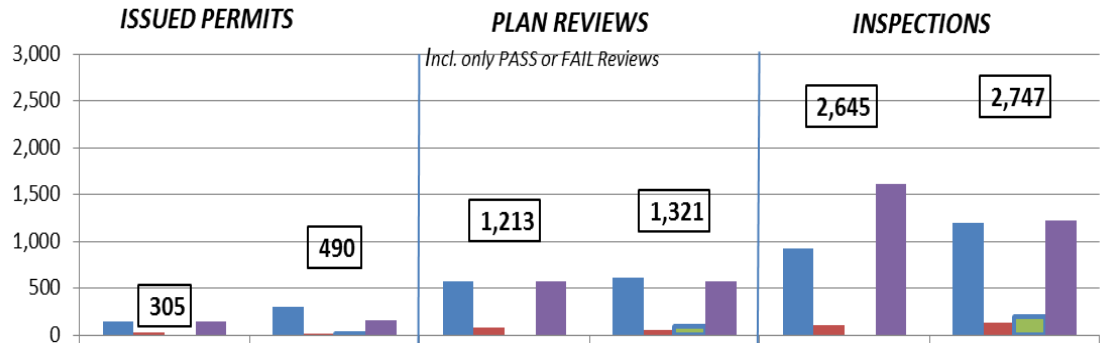


	Nov-2014	Nov-2015
Lower Keys	$2,655,334.00	$3,609,646.00
Middle Keys	$1,533,082.00	$746,119.00
Ocean Reef		$2,700,409.00
Upper Keys	$3,659,702.00	$8,210,676.00
TOTAL	$7,848,118	$15,266,850





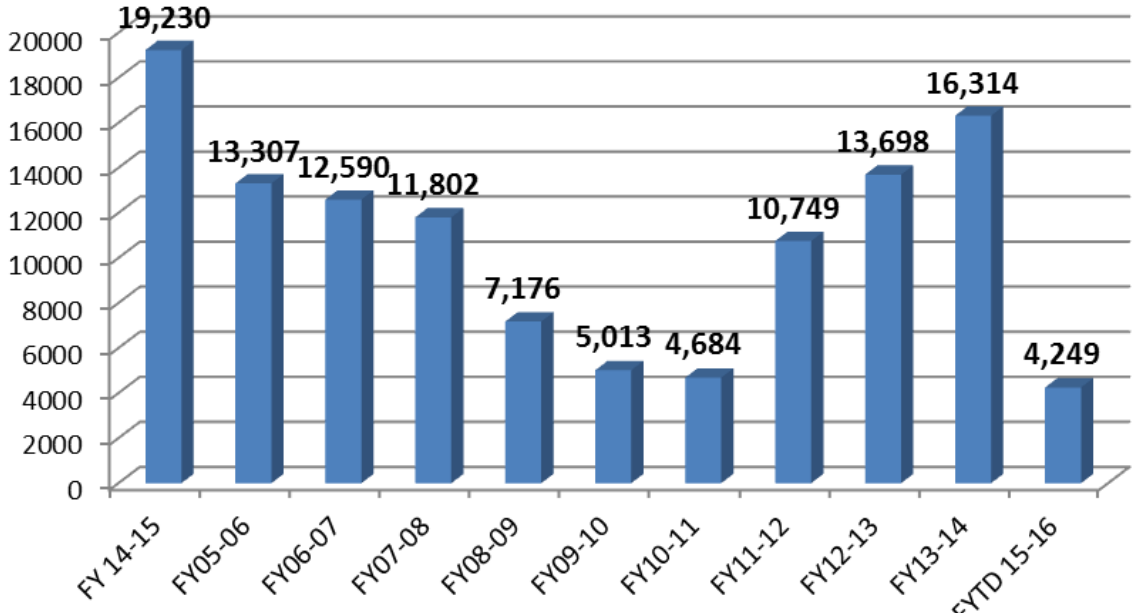
MONROE COUNTY GROWTH MANAGEMENT BUILDING DEPARTMENT
PERMIT ACTIVTY BY OFFICE
Includes all Reviewing/Inspecting Departments: Building, Fire, Planning and Environmental



	ISSUE		PlanReviews		Inspections	
	Nov-2014	Nov-2015	Nov-2014	Nov-2015	Nov-2014	Nov-2015
Lower Keys	138	302	568	605	928	1,201
Middle Keys	27	18	72	49	106	133
Ocean Reef		17		96		197
Upper Keys	140	153	573	571	1611	1,216
TOTAL	305	490	1,213	1,321	2,645	2,747

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.

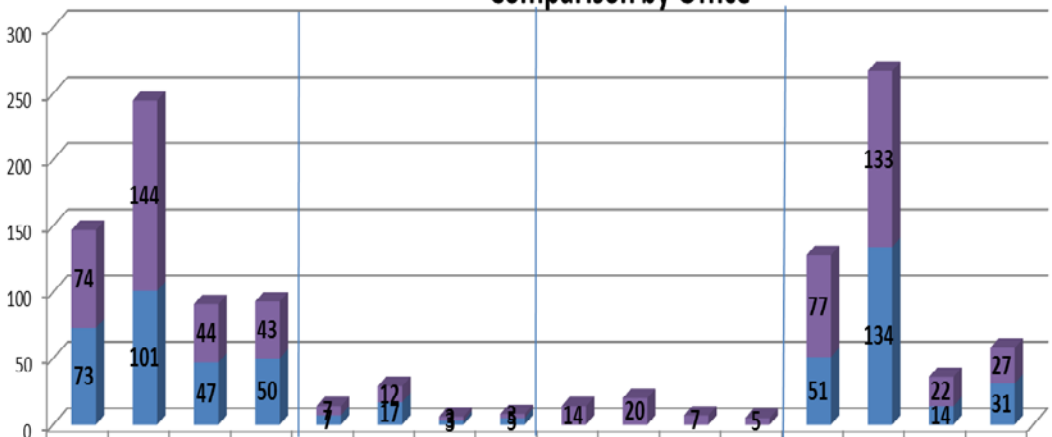
Growth Managment Building Department
Total Number of Plan Reviews on
Applied Building Permits by Fiscal Year



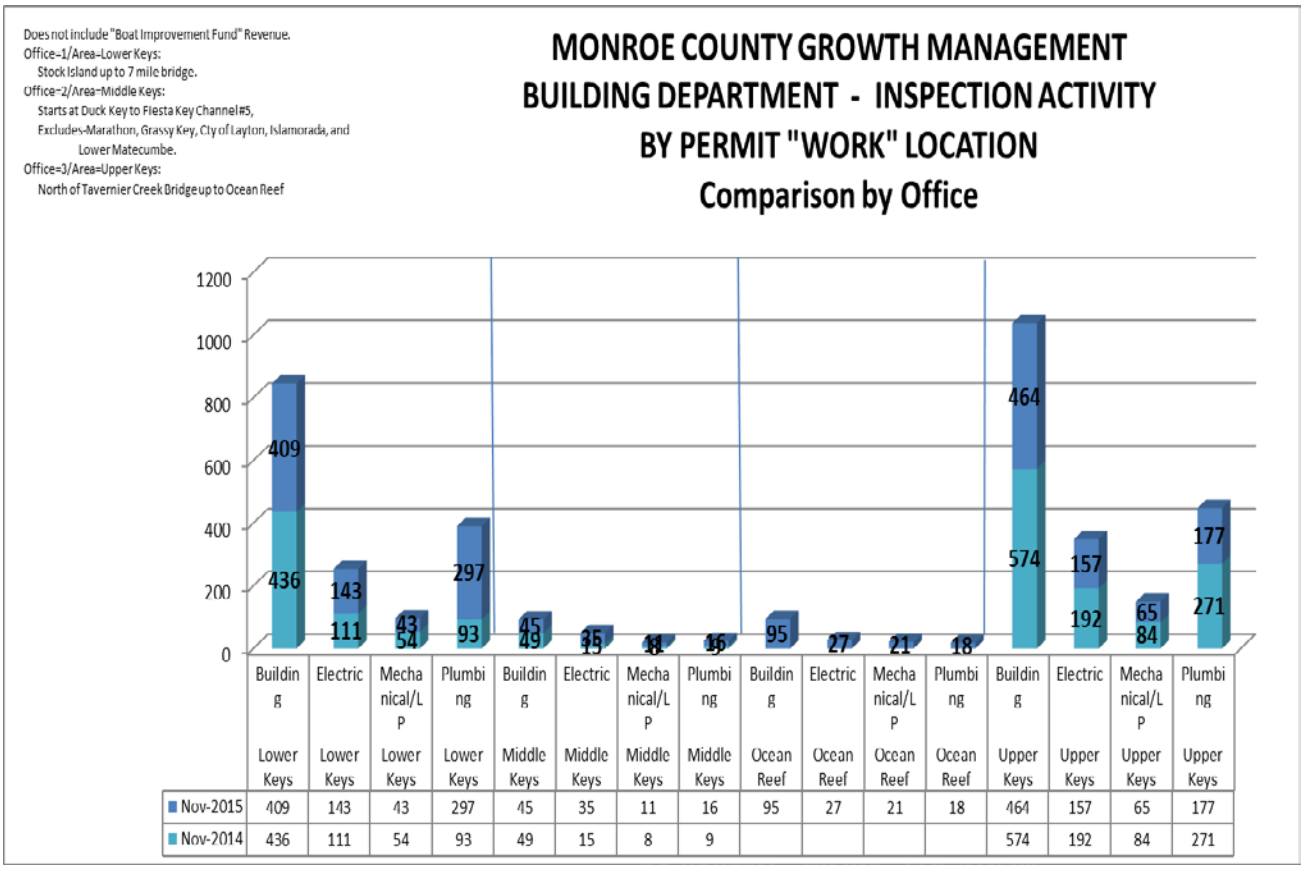
Excludes "N/A" and Logged CSR "L" resulted reviews

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
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
Nov-2015	74	144	44	43	7	12	3	3	14	20	7	5	77	133	22	27
Nov-2014	73	101	47	50	7	17	3	5					51	134	14	31



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

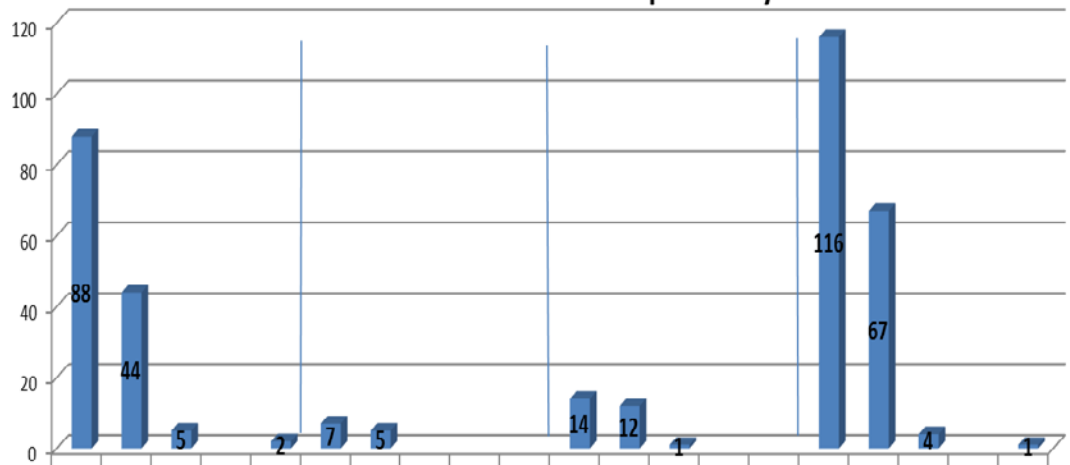
the Comprehensive Plan and Land Development Regulations. Additionally, the department reviews
development proposals for compliance with the Comprehensive Plan and Land Development
Regulations, including environmental compliance.

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.

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.

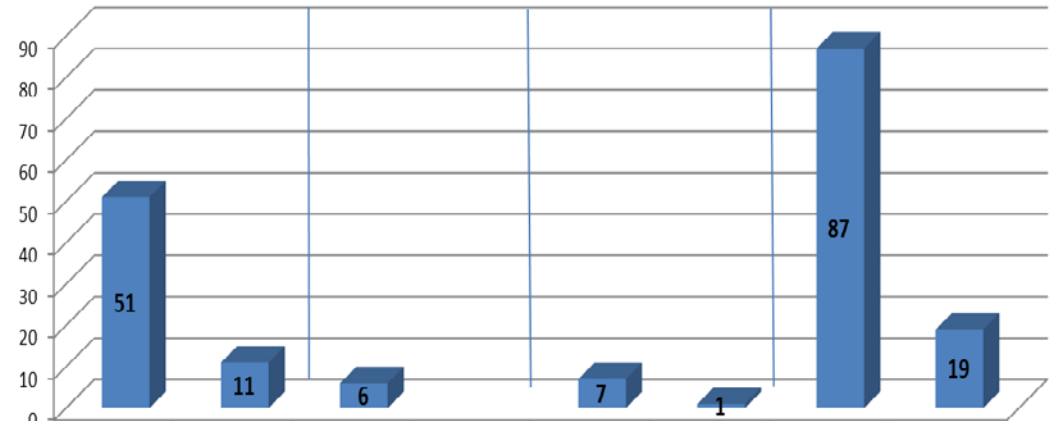
MONROE COUNTY GROWTH MANAGEMENT
PLANNING AND ENVIRONMENTAL RESOURCES - PLAN REVIEW ACTIVITY
BY PERMIT "WORK" LOCATION
Comparison by Office



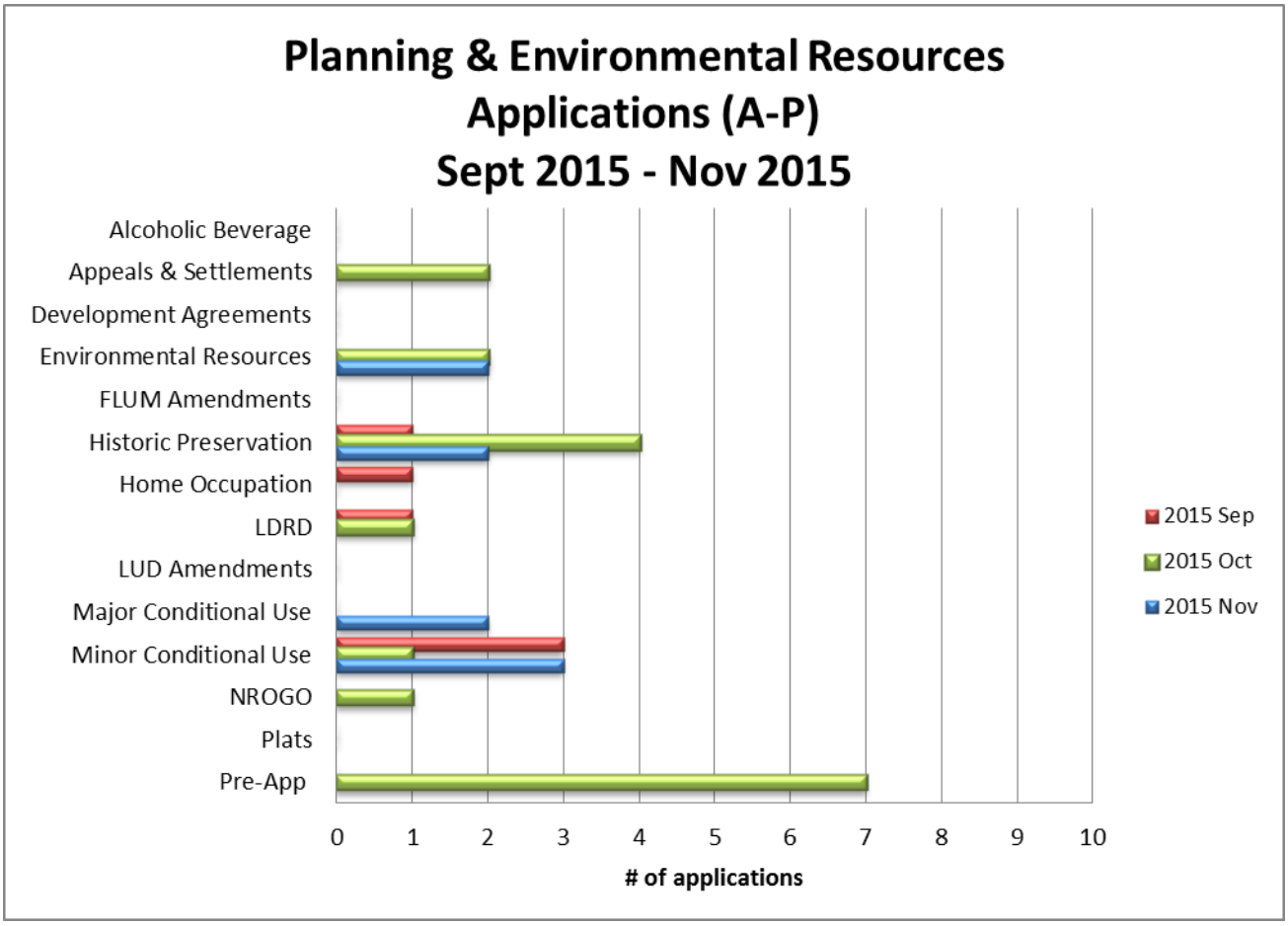
	BIO Lower Keys	PLAN Lower Keys	PRP Lower Keys	SR-BIO Lower Keys	STORM Lower Keys	BIO Middle Keys	PLAN Middle Keys	PRP Middle Keys	SR-BIO Middle Keys	STORM Middle Keys	BIO Ocean Reef	PLAN Ocean Reef	PRP Ocean Reef	SR-BIO Ocean Reef	STORM Ocean Reef	BIO Upper Keys	PLAN Upper Keys	PRP Upper Keys	SR-BIO Upper Keys	STORM Upper Keys
Nov-2015	88	44	5		2	7	5				14	12	1			116	67	4		1

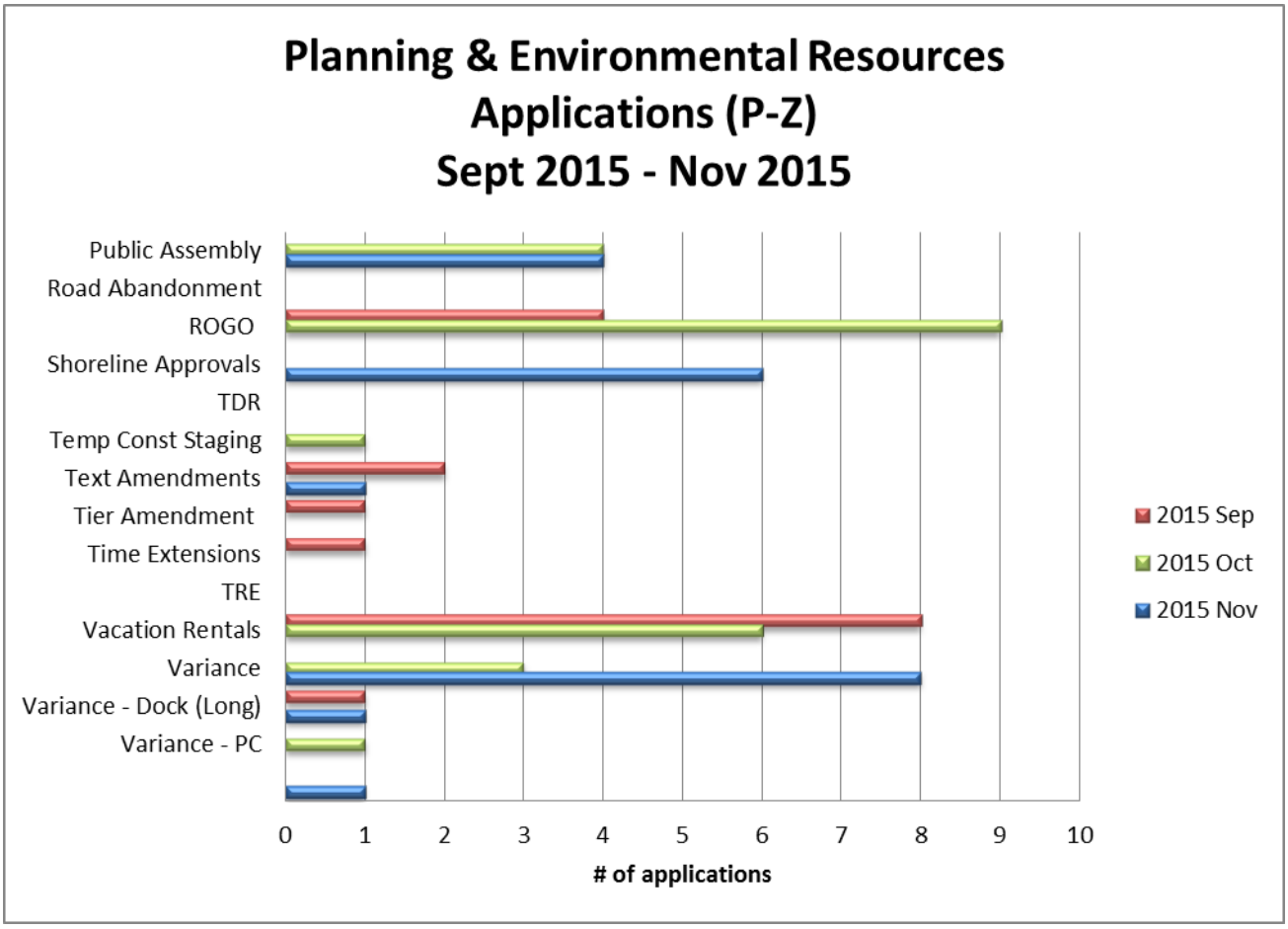
Does not include "Boat Improvement Fund" Revenue.
Office=1/Area=Lower Keys:
Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys:
Starts at Duck Key to Fiesta Key Channel#5,
Excludes-Marathon, Grassy Key, Cty of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys:
North of Tavernier Creek Bridge up to Ocean Reef.

MONROE COUNTY GROWTH MANAGEMENT
PLANNING AND ENVIRONMENTAL RESOURCES - INSPECTION ACTIVITY
BY PERMIT "WORK" LOCATION
Comparison by Office



	ENVIR Lower Keys	PLAN Lower Keys	ENVIR Middle Keys	PLAN Middle Keys	ENVIR Ocean Reef	PLAN Ocean Reef	ENVIR Upper Keys	PLAN Upper Keys
Nov-2015	51	11	6		7	1	87	19


Planning & Environmental Resources
Applications (A-P)
Sept 2015 - Nov 2015
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
0
1
2
3
4
5
6
7
8
9
10
# of applications
2015 Sep
2015 Oct
2015 Nov


Planning & Environmental Resources
Applications (P-Z)
Sept 2015 - Nov 2015
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
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1
2
3
4
5
6
7
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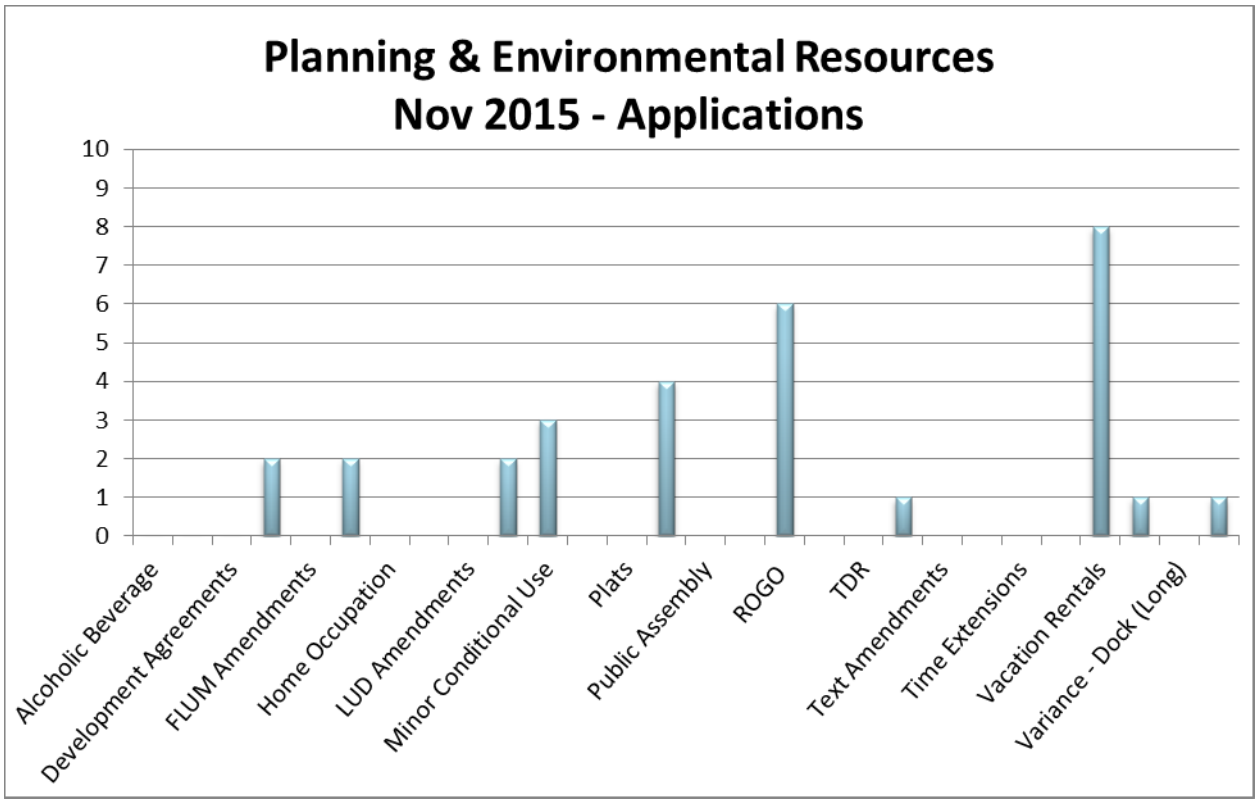
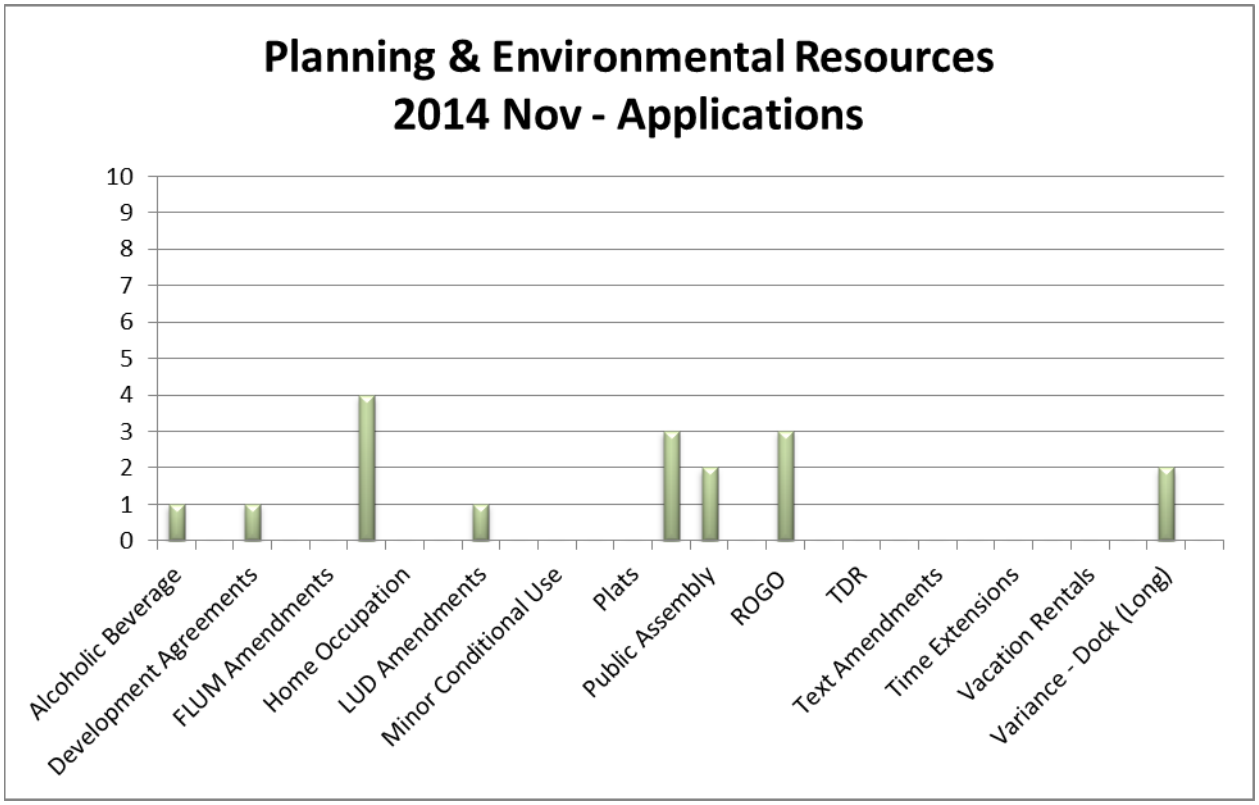
9
10
# of applications
2015 Sep
2015 Oct
2015 Nov


Planning & Environmental Resources
Nov 2015 - Applications
10
9
8
7
6
5
4
3
2
1
0
Alcoholic Beverage
Development Agreements
FLUM Amendments
Home Occupation
LUD Amendments
Minor Conditional Use
Plats
Public Assembly
ROGO
TDR
Text Amendments
Time Extensions
Vacation Rentals
Variance - Dock (Long)


Planning & Environmental Resources
2014 Nov - Applications
10
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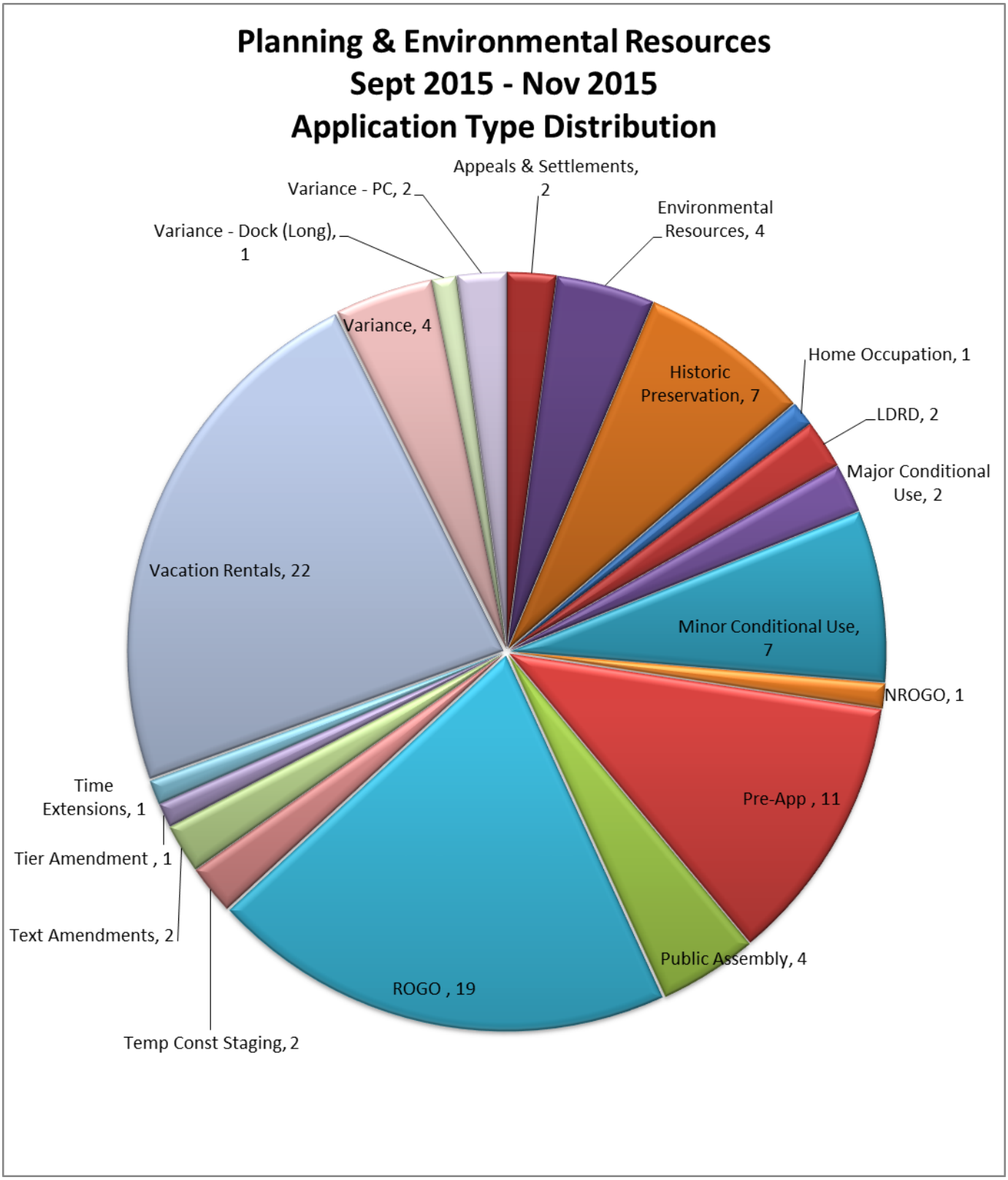
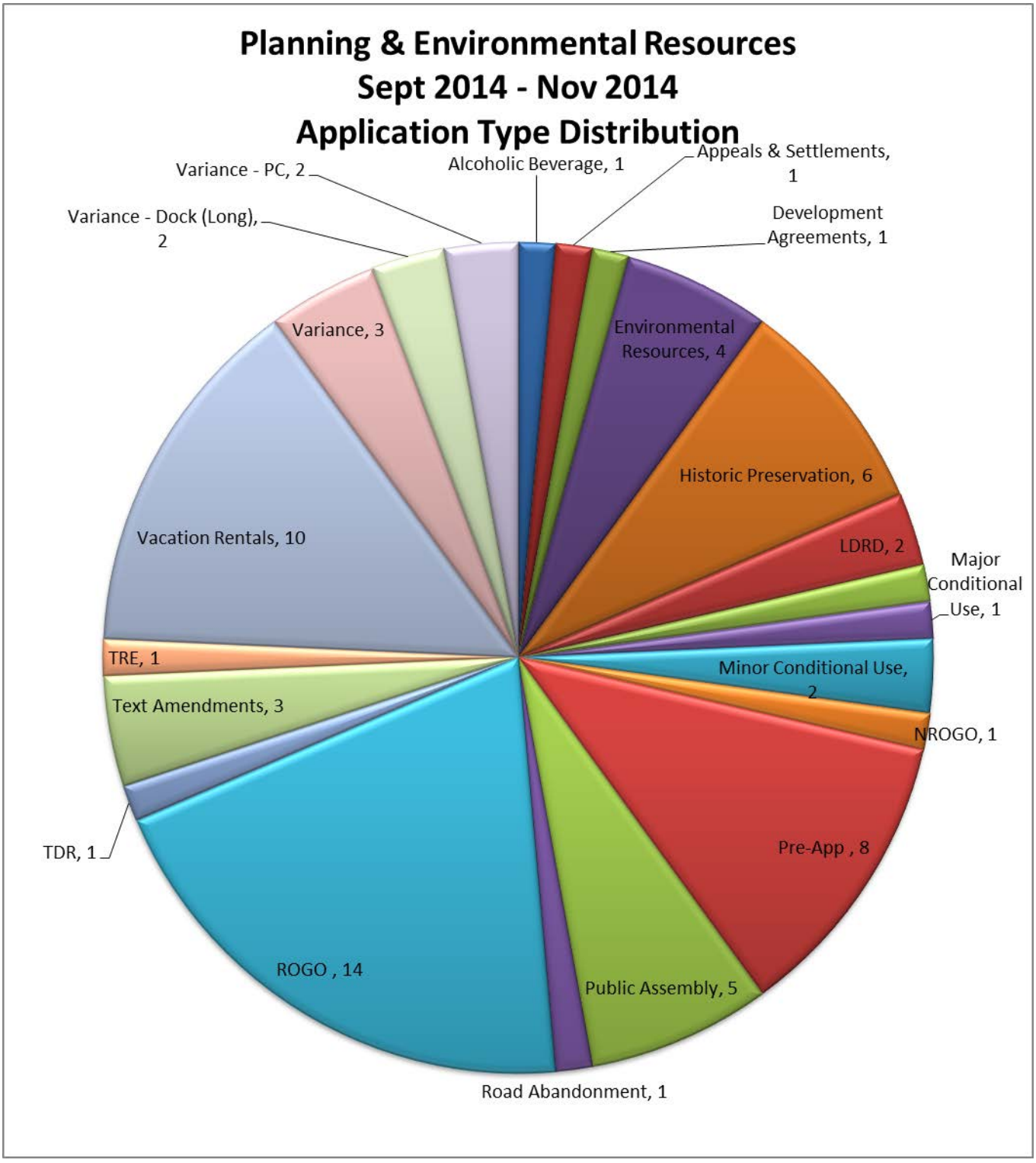
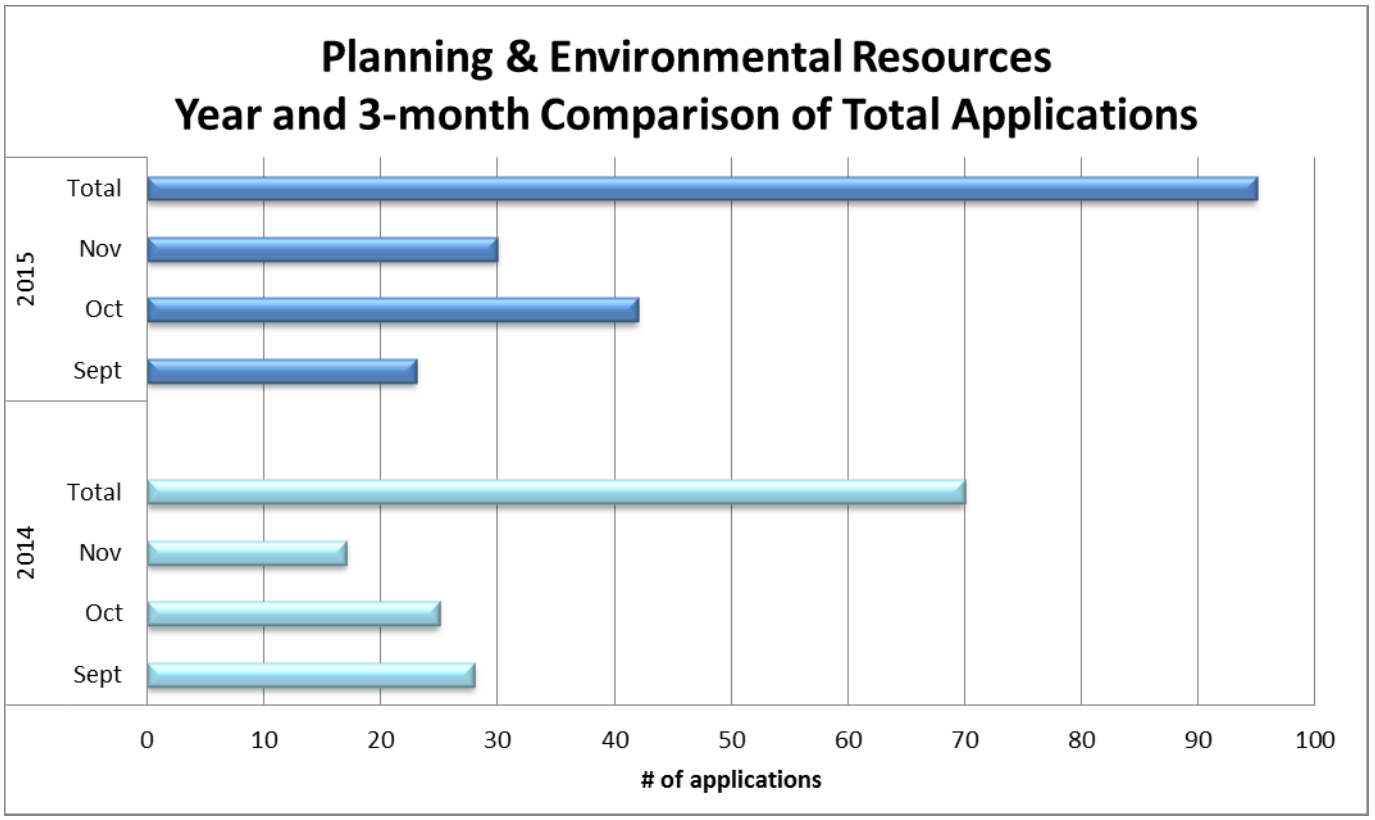
Alcoholic Beverage
Development Agreements
FLUM Amendments
Home Occupation
LUD Amendments
Minor Conditional Use
Plats
Public Assembly
ROGO
TDR
Text Amendments
Time Extensions
Vacation Rentals
Variance - Dock (Long)


Planning & Environmental Resources
Sept 2015 - Nov 2015
Application Type Distribution
Appeals & Settlements, 2
Variance - PC, 2
Environmental Resources, 4
Variance - Dock (Long), 1
Variance, 4
Home Occupation, 1
Historic Preservation, 7
LDRD, 2
Major Conditional Use, 2
Vacation Rentals, 22
Minor Conditional Use, 7
NROGO, 1
Pre-App , 11
Time Extensions, 1
Tier Amendment , 1
Text Amendments, 2
Public Assembly, 4
ROGO , 19
Temp Const Staging, 2


Planning & Environmental Resources
Sept 2014 - Nov 2014
Application Type Distribution
Alcoholic Beverage, 1
Appeals & Settlements, 1
Development Agreements, 1
Environmental Resources, 4
Historic Preservation, 6
LDRD, 2
Major Conditional Use, 1
Minor Conditional Use, 2
NROGO, 1
Pre-App , 8
Public Assembly, 5
Road Abandonment, 1
ROGO , 14
TDR, 1
Text Amendments, 3
TRE, 1
Vacation Rentals, 10
Variance, 3
Variance - Dock (Long), 2
Variance - PC, 2



GIS OFFICE

GIS Projects - Data/Map Requests/Technical/Programming

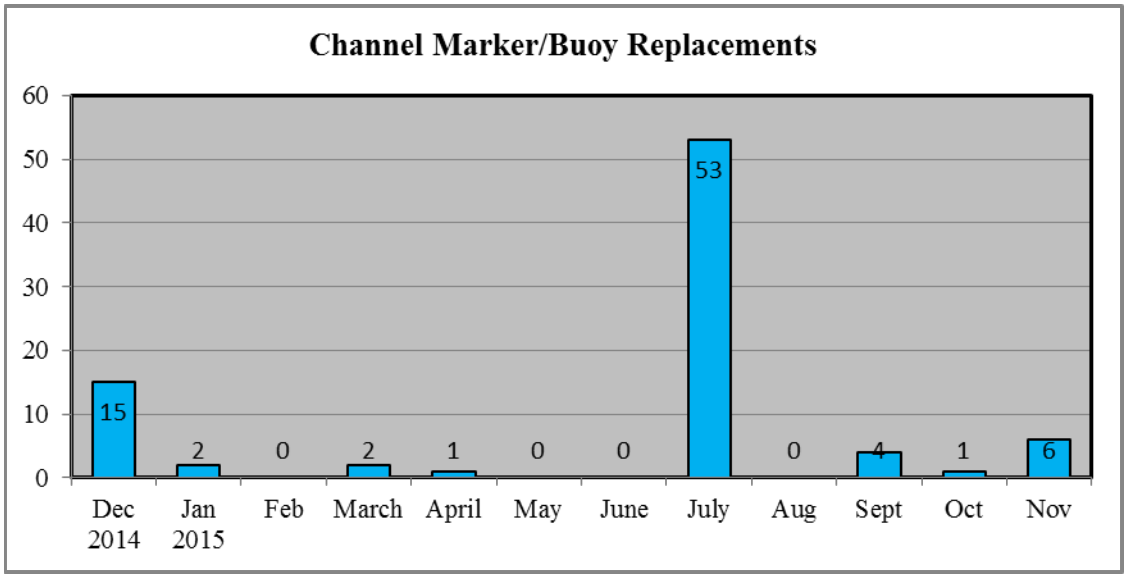
- Rockland Key – NASKW Noise Contours Mapping - Planning
- Land Acquisition Fund – Analysis - Planning
- Census Housing Units – Analysis – Planning
- Big Pine Key – AT & T Addressing
- Elevation Certificates – Mapping (in progress)
- Conservation Easements – Mapping (in progress)
- Aerial Map Book scanning (in progress)

GIS Addressing

- 18 New physical address assignments

MARINE RESOURCES OFFICE

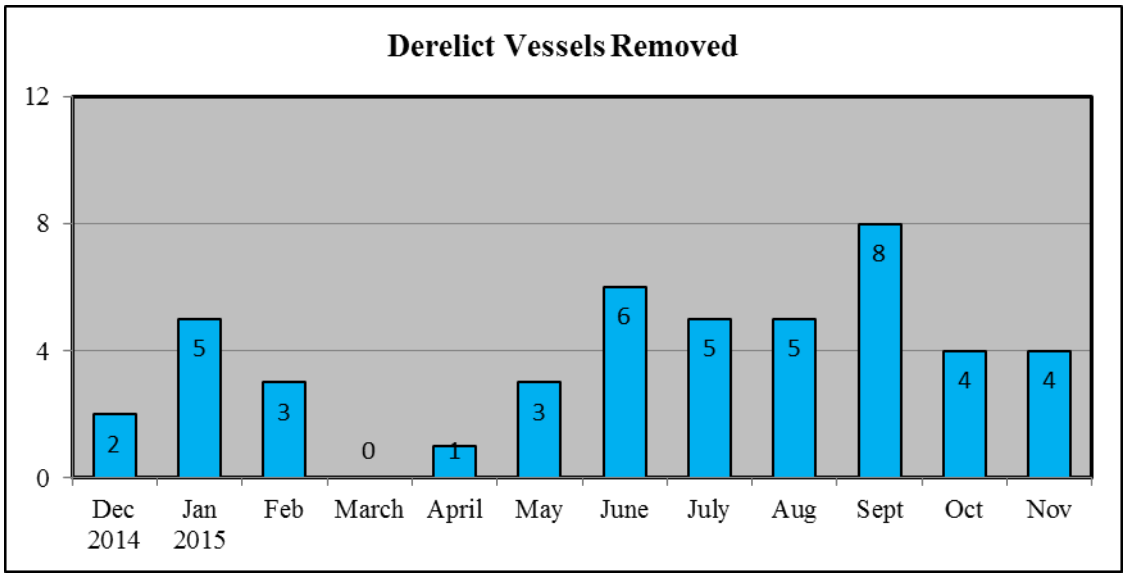
Channel Marker Program:



Month	Channel Marker/Buoy Replacement Costs
Dec 2014	$5,400.00
January 2015	$2,830.00
February	$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
Total	**$66,967.00**

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 21% lower than the same timeframe in 2014 ($84,689.50).

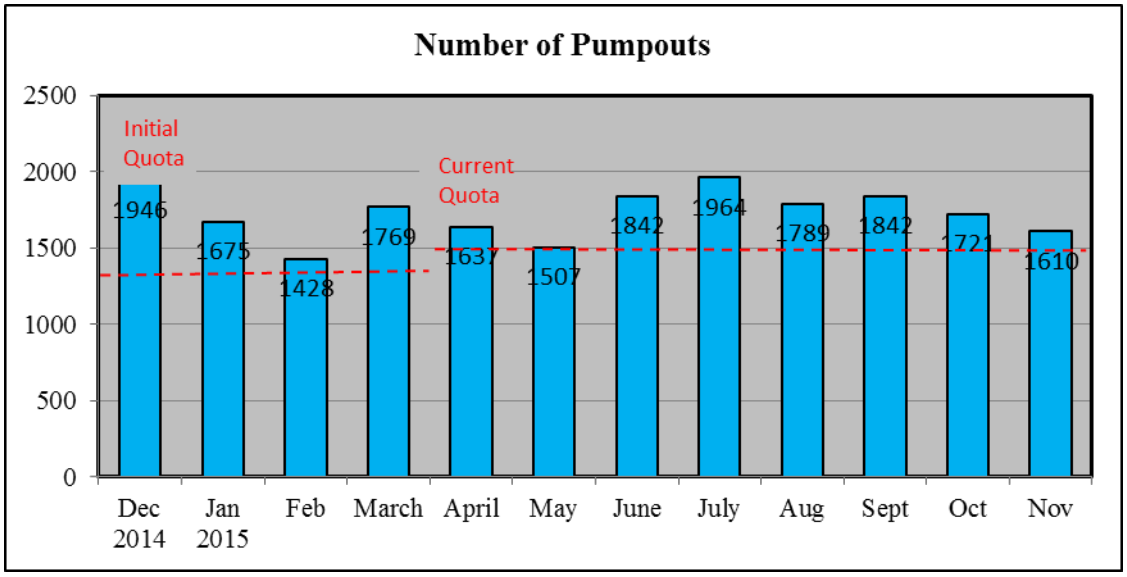
Derelict Vessel Program:

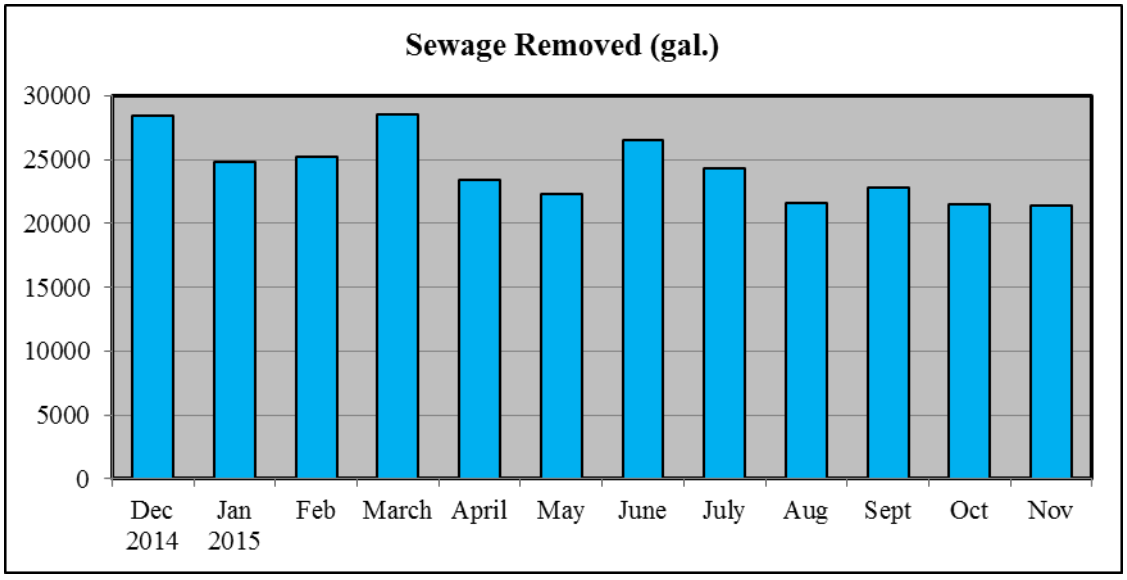


Month	Derelict Vessel Removal Costs
Dec 2014	$23,368.00
January 2015	$22,093.00
February	$5,850.00
March	$0.00
April	$1,400.00
May	$13,000.00
June	$55,256.00
July	$7,600.00
August	$11,510.00
September	$11,449.00
October	$10,400.00
November	$18,300.00
Total	**$180,226.00**

Derelict vessel removal costs for the past twelve month period were approximately 21% higher than the same timeframe in 2014 ($149,238). 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:



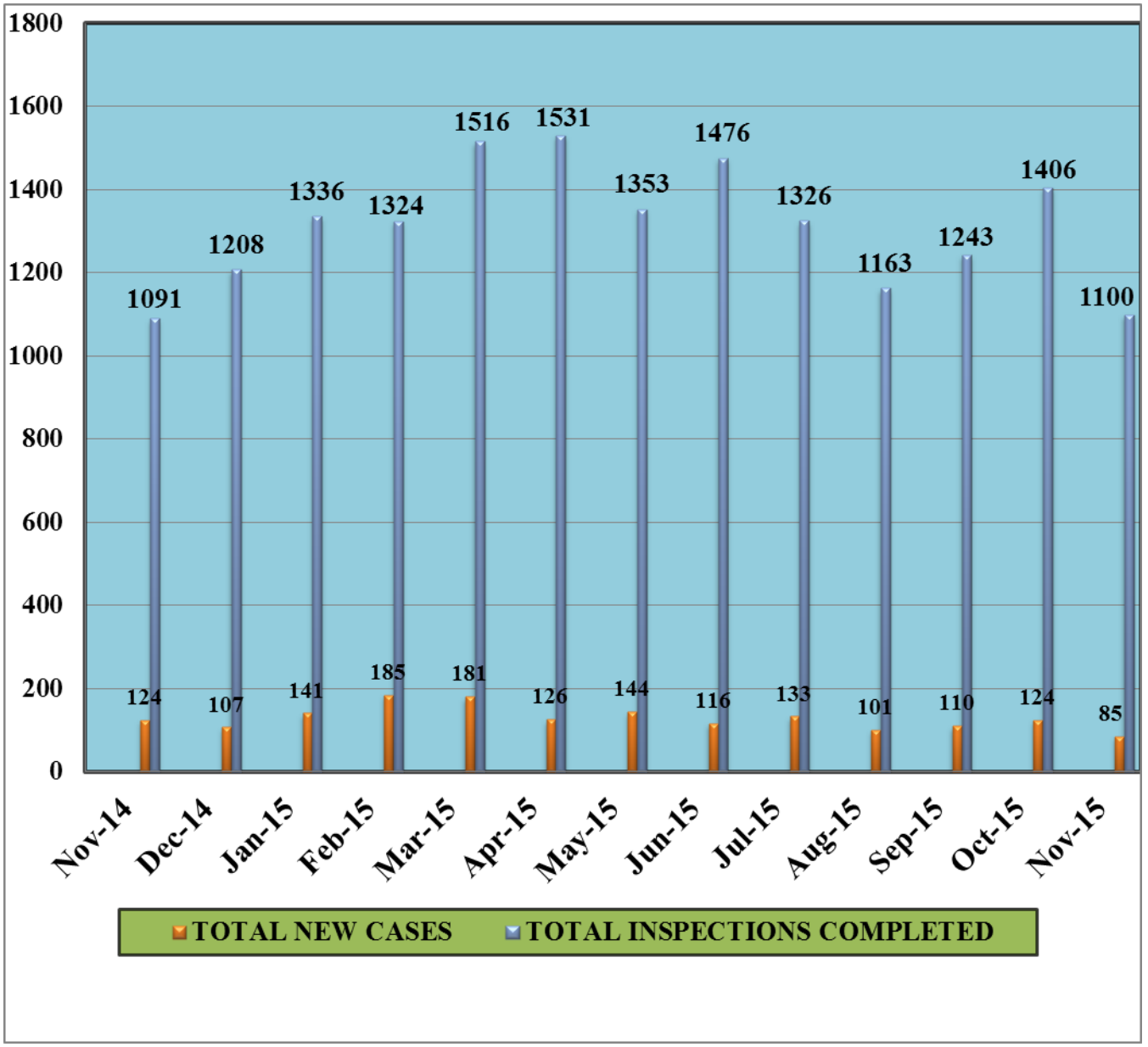


Pumpout numbers have consistently exceeded current quota of 1500 per month, which became effective April 1, 2015.

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.

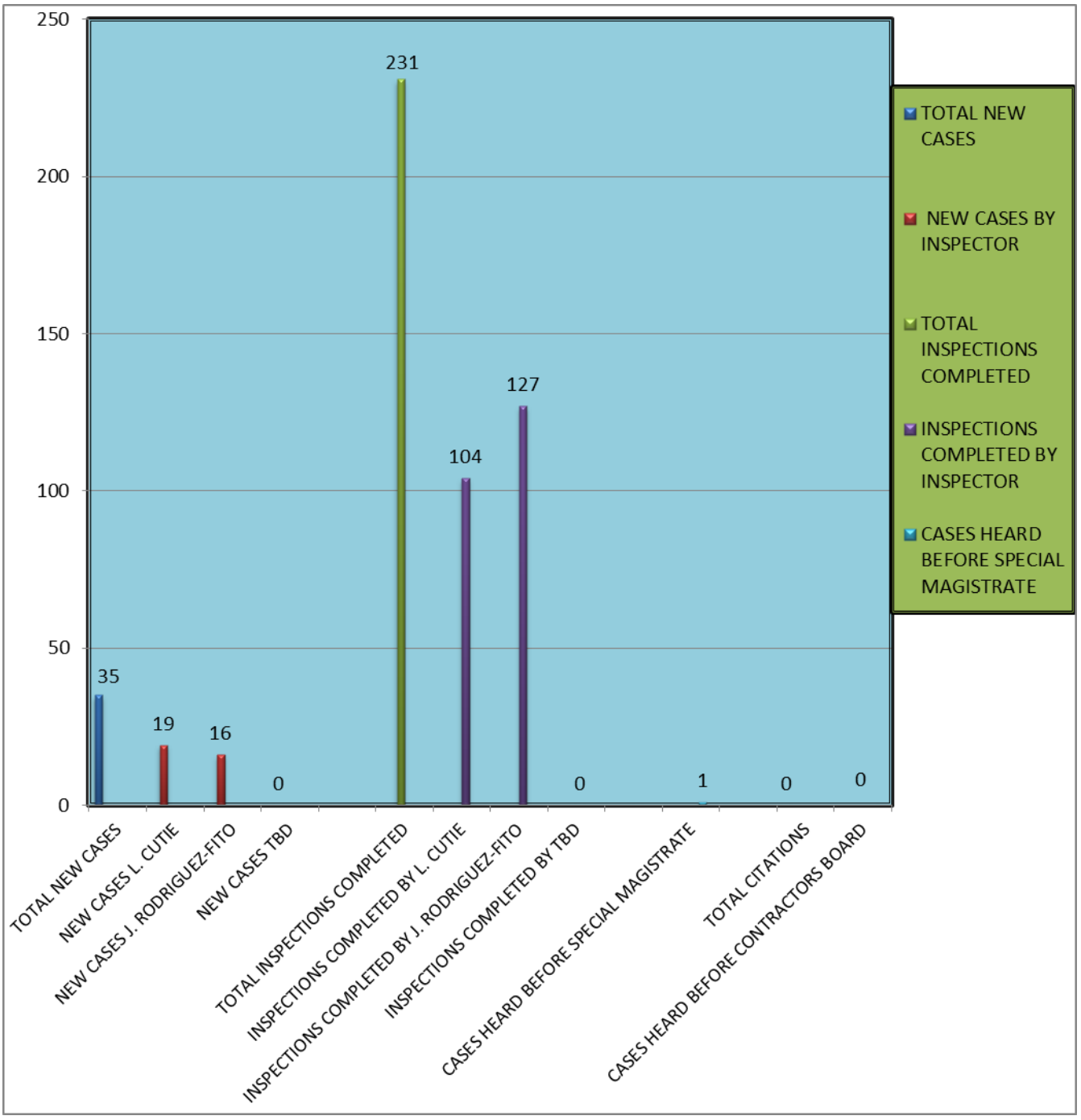
Department Totals New Cases 85 Inspections 1100 New Citations 0


1800
1600
1400
1200
1000
800
600
400
200
0
1091
1208
1336
1324
1516
1531
1353
1476
1326
1163
1243
1406
1100
124
107
141
185
181
126
144
116
133
101
110
124
85
Nov-14
Dec-14
Jan-15
Feb-15
Mar-15
Apr-15
May-15
Jun-15
Jul-15
Aug-15
Sep-15
Oct-15
Nov-15
TOTAL NEW CASES
TOTAL INSPECTIONS COMPLETED

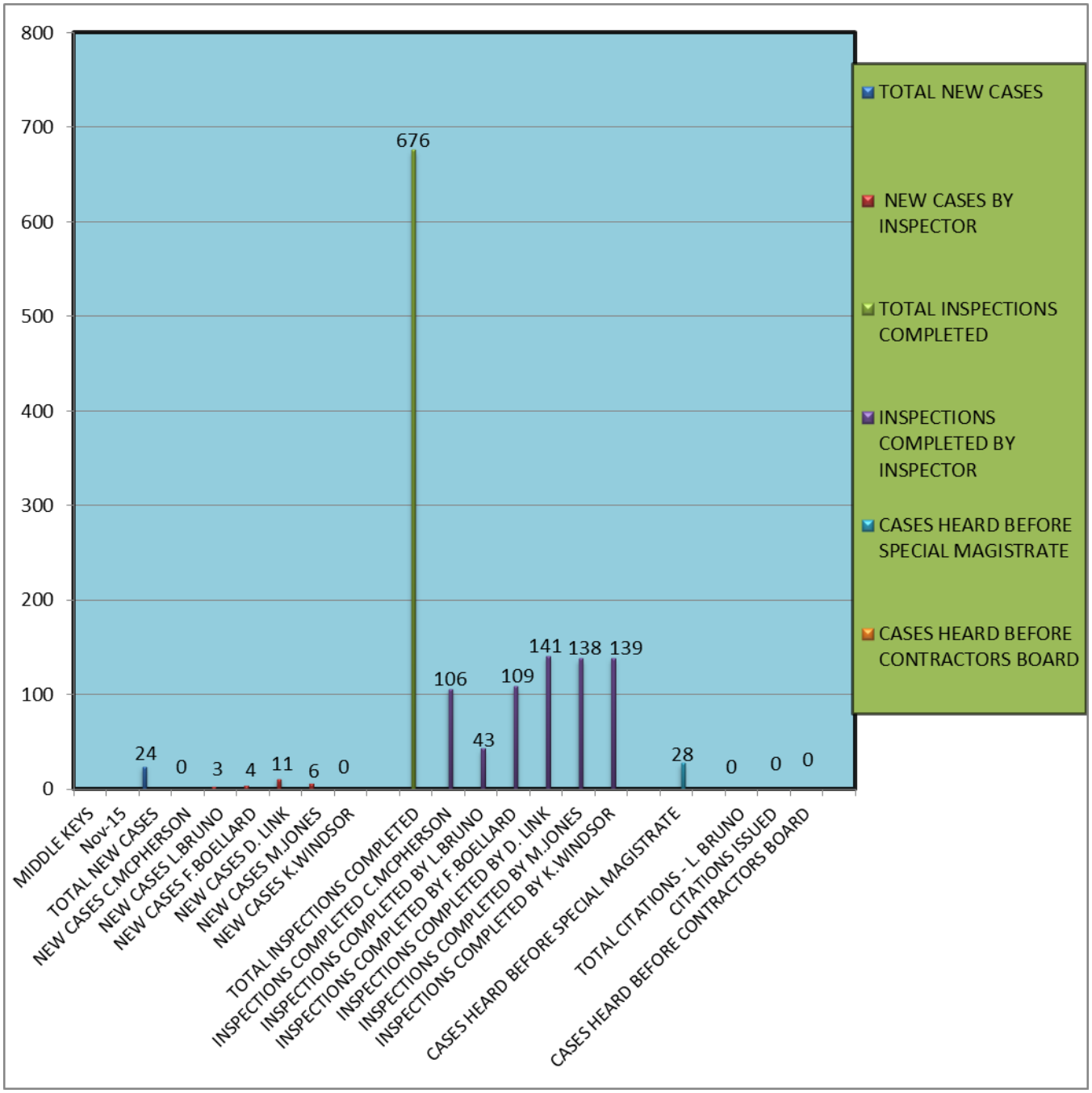
UPPER KEYS –

NEW CASES 35 INSPECTIONS COMPLETED 231 SM 1

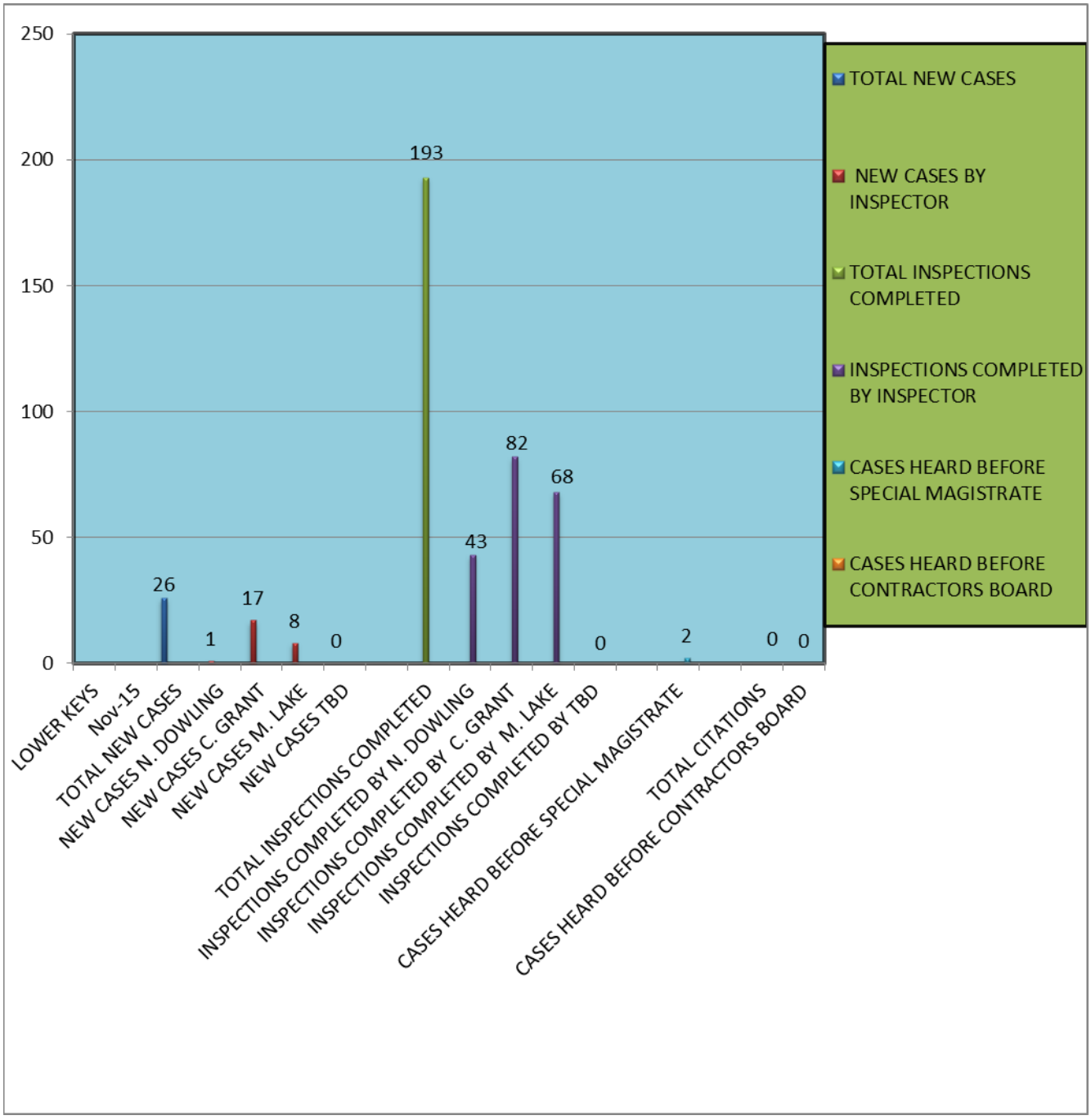
CITATIONS ISSUED 0 CEB 0



MIDDLE KEYS –
NEW CASES 24 INSPECTIONS COMPLETED 676 SM 28
CITATIONS ISSUED 0 CEB 0



LOWER KEYS –
NEW CASES 26 INSPECTIONS COMPLETED 193 SM 2
CITATIONS ISSUED 0 CEB 0



Sustainability and Canals:

- Hosted the *7th Annual Climate Leadership Summit* on December 1-3 in Key West, 425 attended.
- Presented on sea level rise for the *FL Natural Resources Leadership Institute* in Key Largo on January 7, 2016.
- Hosted 2 public workshops on sea level rise on October 6th for Stock Island and 7th for Big Pine Key
- Hosted 3 public workshops on release of the draft *Sustainability Action Plan* on October 14thin Key Largo, the 19th in Sugarloaf and 22nd in Marathon
- Moving forward with 2 demonstration projects for tidal flooding in the upper and lower Keys.
- Finalizing the due diligence process on the vendor for the yard waste processing, will provide an update at the January BOCC.
- Backfilling of Canal #29 in Key Largo work is fully complete. No settling occurred in the canal bottom during the 90 day monitoring period.
- Vacuum dredging of the Dr.'s Arm canal on Big Pine is complete, as is the sand capping process. Organic removal work started on Canal #290 on Avenue J in Big Pine in January 2016 and is underway.
- The contract for the installation of Air Curtains (weed gates) at Canal #266 Dr's Arm and #287 Atlantic Estates is anticipated to be submitted at the January 2016 BOCC for approval
- The contract for the installation of a Culvert on Canal #277 in Tropical Bay Estates on Big Pine is anticipated to be submitted at the January 2016 BOCC for approval.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Sustainability and Projects

Bulk Item: ____ No X Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: 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.

ITEM BACKGROUND: 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. Energy3, LLC, 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 contracted to pay for haul out services.

Energy3's proposal included an interim processing rate of $79.50 for composting services, which has been in operation since February 18th, 2015, and a long term rate of $67.50 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. See attached.

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.

CONTRACT/AGREEMENT CHANGES: Not applicable

STAFF RECOMMENDATIONS: To be determined

TOTAL COST: $ TBD **INDIRECT COST: _____** **BUDGETED:** Yes X No __

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:$_____
SOURCE OF FUNDS: Solid Waste Funds.

REVENUE PRODUCING: Yes ___ No _X_ **AMOUNT PER MONTH**___ **Year** ___

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

DOCUMENTATION: Included___ Not Required___

DISPOSITION:_____ **AGENDA ITEM #** CAD #___

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Sustainability and Projects

Bulk Item: ____ No __X__ Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: 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.

ITEM BACKGROUND: Staff issued a Request For Proposals for processing of the County's yard waste. HDR reviewed the recommendations from the Climate Change Advisory Committee (CCAC), assisted in the preparation of the solicitation, and assisted in the technical review of the vendor. Proposals were received and ranked by the selection committee. The top ranked project from Energy 3 is a proposed gasification project, using a complex technology that requires technical assistance.

This amendment No.2 authorizes a time extension retroactive to December 9, 2015 and extending through June 9, 2015.

PREVIOUS RELEVANT BOCC ACTION:
04-16-14: BOCC approval of Task Order No. 1 for professional consulting services for the County's yard waste solicitation.
12-10-14: BOCC approval of Amendment No. 1 for $25,000 and a time extension to 12-09-15.

CONTRACT/AGREEMENT CHANGES: Six month no cost time extension for technical review services.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: $0. **INDIRECT COST: ___**

BUDGETED: Yes ___ No _ N/A_X__ **DIFFERENTIAL OF LOCAL PREFERENCE:** N/A

COST TO COUNTY: $0 **SOURCE OF FUNDS:** 414 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 ____ To be Presented _____

DISPOSITION:_____ **AGENDA ITEM #** CAD # ___

AMENDMENT NO. 2
FOR THE CONTRACT FOR PROFESSIONAL SERVICES TO THE TASK ORDER FOR TECHNOLOGY EVALUATION ASSISTANCE FOR THE COUNTY YARD WASTE PROGRAM

In accordance with the Continuing Contract for On Call Professional Engineering Services made and entered on the 16th day of January, 2014 between Monroe County hereinafter referred to as the "County" and HDR Engineering, Inc., hereinafter referred to as "Consultant" where services for an individual study are allowed if fees do not exceed $200,000.

All terms and conditions of the referenced Contract for Professional Services Between Owner and Engineer apply to the Amendment to the Task Order, unless the Amendment modifies an Article of the Agreement of which will be specifically referenced in this Task Order and modification shall be precisely described.

A no cost six month time extension is required to allow time to complete the due diligence. Therefore, this second Amendment to the Task Order is effective on December 9, 2015 and shall extend through June 9, 2016. Scope of services and compensation remain unchanged.

IN WITNESS WHEREOF, each party caused this AMENDMENT NO.1 to be executed by its duly authorized representative on the day and year first above written.

HDR ENGINEERING, INC.

Witness

Signature: _____

By: _____

Title: SR VICE PRESIDENT

Date: 1/11/16

(SEAL)
Attest: CLERK

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairperson

Date: _____

AMENDMENT NO. 1
FOR THE CONTRACT FOR PROFESSIONAL SERVICES TO THE TASK ORDER FOR TECHNOLOGY EVALUATION ASSISTANCE FOR THE COUNTY YARD WASTE PROGRAM

In accordance with the Continuing Contract for On Call Professional Engineering Services made and entered on the 16th day of January, 2014 between Monroe County hereinafter referred to as the "County" and HDR Engineering, Inc., hereinafter referred to as "Consultant" where services for an individual study are allowed if fees do not exceed $200,000.

All terms and conditions of the referenced Contract for Professional Services Between Owner and Engineer apply to the Amendment to the Task Order, unless the Amendment modifies an Article of the Agreement of which will be specifically referenced in this Task Order and modification shall be precisely described.

This Amendment to the Task Order is effective on December 1, 2014 and shall extend through December 9, 2015.

Article II Scope of Basic Services, Paragraph 2.1 is amended as follows:

The scope of services for the Monroe County yard waste processing program will include:

- Review of the detailed Basis of Design, and provide comments (via a letter report or by email);
- Assistance in preparation of clarification questions to E3 during negotiations or the preparation of a Term Sheet;
- Prepare questions or information requests for the County prior to site visits of E3/Chinook's reference facilities;
- Review and comment on operating data provided by E3 for their reference facilities; and
- Participation in attending site visits of one of E3/Chinook's reference facilities in the continental United States.

Specific tasks to complete the project are outlined in the Consultant's Proposal included as Exhibit 1.

Article VII Compensation, Paragraph 7.1 is amended to read:

The Consultant shall be paid monthly based on hourly according to the Rate Schedule in the Contract with a not-to-exceed fee of $25,000.00. The total amount for this AMENDMENT No. 1 shall be a fee not to exceed Twenty Five Thousand Dollars ($25,000). The total Task Order 1 fee shall hereby not exceed Forty Six Thousand One Hundred Fifteen Dollars ($46,115.00).

Direct expenses incurred in support of the County will be reimbursed to HDR upon proof of expenditure, without markup.

IN WITNESS WHEREOF, each party caused this AMENDMENT NO.1 to be executed by its duly authorized representative on the day and year first above written.

HDR ENGINEERING, INC.

Signature: _____

Title: SR VICE PRESIDENT

Date: 11/21/14

Witness

By: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
NATILEENE W CASSEL
ASSISTANT COUNTY ATTORNEY
Date 12-22-14

(SEAL)
Attest: CLERK

By: _____
Deputy Clerk

Date: Dec. 10th, 2014

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairperson

EXHIBIT 1
HDR PROPOSAL

November 3, 2014

Monroe County, Florida
Attn: Rhonda Haag
Sustainability Program Manager
Via email: Haag-Rhonda@MonroeCounty-FL.Gov

RE: PROPOSAL - Yard Waste Processing Technology Evaluation Assistance

Dear Ms. Haag,

HDR Engineering, Inc. (HDR) offers this proposal as requested by Monroe County (County) to provide assistance in evaluation of the Energy 3 (E3) proposal for Yard Waste Processing. We understand the County can self-perform much of the work required to evaluate the E3 proposal; however, given HDR's relevant and recent experience with similar projects throughout North America (New York City, Toronto, Los Angeles) we propose the County retain HDR under an open Task/Purchase Order to provide assistance on an as-needed basis.

Proposed Scope of Work

HDR's role would include but not necessarily be limited to the following elements

- Review of the detailed Basis of Design, and provide comments (via a letter report or by email);
- Assistance in preparation of clarification questions to E3 during negotiations or the preparation of a Term Sheet;
- Prepare questions or information requests for the County prior to site visits of E3/Chinook's reference facilities;
- Review and comment on operating data provided by E3 for their reference facilities; and
- Participation in attending site visits of one of E3/Chinook's reference facilities in the continental United States.

Project Team

For this assignment, HDR offers the following team of professionals:

- **Project Principal - Chuck Sinclair, P.E.** currently serves as HDR's South Florida Managing Principal.
- **Senior Project Manager - Allison Trulock** currently serves as HDR's Southeast Region Practice Lead for Integrated Waste Planning.
- **Technical Advisor - Tim Raibley, P.E.** currently serves as HDR's National Director for our Organics Management Group.

- **Technical Advisor – Bruce Howie, P.E.** currently serves as HDR's Practice Leader for Waste-To-Energy and Waste Conversion Technology.

Estimated Fees

We recognize that the assistance the County may need from HDR is dependent on the amount and timeliness of receipt of information from E3, vendors, regulators, and other stakeholders in this project; therefore it is difficult to estimate an exact fee for professional services. As such, HDR is proposing a not to exceed fee of $25,000. We propose this fee be paid for HDR personnel working directly in support of the County based on the Rate Schedule included in HDR's On Call Professional Engineering Services contract with the County.

Direct expenses incurred in support of the County will be reimbursed to HDR upon proof of expenditure, without markup.

We do not anticipate the use of subconsultants on this project.

HDR would notify the County in advance when we have expended up to 75% of the budget limit.

Schedule

HDR is prepared to assist the County immediately and only when requested, preserving the budget and utilizing our budgeted labor hours at the direction of the County.

We appreciate the opportunity to continue to be of service to Monroe County. Please do not hesitate to contact me by phone at (305) 728-7400 or by email at Chuck.Sinclair@hdrinc.com.

Sincerely,
HDR Engineering, Inc.

Charles T. Sinclair, PE
Senior Vice President

TASK ORDER FOR CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
MONROE COUNTY
AND
HDR ENGINEERING, INC.
FOR PROFESSIONAL CONSULTING SERVICES
FOR
THE COUNTY YARD WASTE PROGRAM

In accordance with the Continuing Contract for On Call Professional Engineering Services made and entered on the **16th** day of **January, 2014** between **Monroe County** hereinafter referred to as the "County" and HDR Engineering, Inc., hereinafter referred to as "Consultant" where services for an individual study are allowed if fees do not exceed $200,000.

All terms and conditions of the referenced Contract For Professional Services Between Owner and Engineer apply to the Task Order, unless the Task Order modifies an Article of the Agreement of which will be specifically referenced in this Task Order and the modification shall be precisely described.

This Task Order is effective on the 16th Day of April, 2014.

Article II Scope of Basic Services, Paragraph 2.1 is amended as follows:

The scope of services for the Monroe County yard waste processing program will include:

1. Finalize the Request For Proposals (RFP) to ensure it is current with industry standards, contains all requirements for scope of work in RFP, seeks innovative solutions, and that the evaluation criteria provides an equal comparison for all types of proposals/responses to RFP.

2. Incorporate recommendations by the Monroe County Climate Change Action Committee (CCAC), as may be approved by the BOCC.

3. Assist in the evaluation process of the proposals, including but not limited to service on selection committee.

Specific tasks to complete the project are outlined in the Consultant's scope of services that is included as Attachment A. The qualifications of the Consultant in regard to this specific scope of services are included in Attachment B.

Article VII Compensation, Paragraph 7.1 is amended to read:

The Consultant shall be paid monthly on a percentage of task completion basis. All requirements shall be completed no later than November 15, 2014. The total lump sum amount is Twenty One Thousand One Hundred Fifteen Dollars ($21,115.00) as total lump sum fee for services. Additional expenses shall not be allowed.

IN WITNESS WHEREOF, each party caused the Task Order to be executed by its duly authorized representative.

HDR ENGINEERING, INC.

Signature 4/24/14 Date

SR VICE PRESIDENT
Title

Witness

Tatiana Gringoz. 4/24/14
Signature Date

(SEAL)
Attest: AMY HEAVILIN, Clerk

By: [signature]
Deputy Clerk

Date: 5/8/14

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

by: Sylvia J. Murphy
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[signature]
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 4/30/14

ATTACHMENT A
CONSULTANT SCOPE OF SERVICES AND COST

March 31, 2014

Monroe County, Florida
Attn: Rhonda Haag
Sustainability Program Manager
Via email: Haag-Rhonda@MonroeCounty-FL.Gov

RE: Yard Waste Processing RFP Assistance

Dear Ms. Haag:

HDR Engineering, Inc. (HDR) is providing this proposal as requested by Monroe County (County) to provide assistance in finalizing a yard waste processing Request for Proposals (RFP). The objectives of the effort are to ensure the RFP contains the necessary requirements, seeks innovative solutions, and to ensure that the evaluation criteria provide an apples to apples comparison on which the County can make a firm decision. HDR understands that the Climate Change Action Committee (CCAC) will be providing recommendations regarding the RFP. The proposed scope of work below also includes efforts to assist the County with incorporating CCAC recommendations into the RFP, as appropriate.

PROPOSED SCOPE OF WORK

Task 1 – RFP Review and Outline

HDR understands that the County will provide HDR with notes from the CCAC meeting, including specific comments on the draft RFP developed by the County. HDR will facilitate a conference call with County staff to assure the feedback provided by the CCAC is understood, and discuss other issues or items that should be considered before revising the RFP.

HDR will review the draft RFP document developed by County staff, and will develop an outline for the RFP including:

- Procurement approach options, which may include a one-step process, two-step process, and varying degrees of specificity
- Technology considerations, which may include chipping/mulching; aerobic digestion (composting, in-vessel); anaerobic digestion; and incineration
- Evaluation criteria considerations, which may include policy criteria and technical criteria, and strategies for apples to apples comparisons

HDR Engineering Inc.
15450 New Barn Road
Suite 304
Miami Lakes, FL 33014
Office: (305) 728-7400
Fax: (305) 728-7447
www.hdrinc.com

HDR will facilitate a conference call with County staff to discuss the outline, and receive direction from the County before beginning revisions to the RFP.

Task 2 - RFP Revisions

Based upon direction given by County staff after review of the RFP outline in Task 1, HDR will revise the draft RFP. Particular attention will be given to the technical specifications and evaluation criteria in the RFP to assure that the necessary technical requirements are included, and evaluation criteria will allow for apples to apples comparison. HDR will use the track changes feature in Word to track revisions, and deliver the revised RFP to County staff electronically, via email. HDR will facilitate a conference call with County staff to discuss the recommended revisions to the RFP.

Due to the uncertainty of effort required for revising the RFP at this time, HDR has estimated a total of 34 hours associated with revising the RFP for budgeting purposes. Efforts beyond the estimated 34 hours will be considered additional services, and are not included in the project cost estimate provided below.

Task 3 – Evaluation Assistance

The HDR team will assist the County in evaluating responses to the RFP. For budgeting purposes, the efforts associated with evaluation assistance are limited to 20 total HDR hours, and are anticipated to mainly include assistance with understanding different technologies proposed, and how evaluation criteria should be applied.

PROJECT TEAM

For this assignment, HDR offers the following team of professionals:

- **Project Principal - Chuck Sinclair, P.E.** currently serves as HDR's South Florida Managing Principal.
- **Technical Advisor - Tim Raibley, P.E.** currently serves as HDR's National Director for our Organics Management Group.
- **Senior Project Manager - Allison Trulock** currently serves as HDR's Southeast Region Practice Lead for Integrated Waste Planning.
- **Senior Consulting Engineer - Brenda Clark, P.E.** currently serves as HDR's South Florida Solid Waste Section Manager.

ESTIMATED FEES

For services described above, HDR offers a lump sum fee of $21,115.00. HDR will invoice monthly for services rendered, based on percent complete by task.

Task	Chuck Sinclair	Tim Rahbey	Brenda Clark	Allison Trulock	Admin.	Total Labor by Task
1. RFP Review and Outline	-	12.00	18.00	10.00	2.00	$9,270
2. Revisions to RFP	-	6.00	15.00	12.00	1.00	$7,295
3. Evaluation Assistance	-	6.00	10.00	4.00	-	$4,550
Total Labor Costs	N/C	**$6,600**	**$9,030**	**$5,200**	**$285**	**$21,115**
Travel Expenses	-	-	-	-	-	-
Total Estimated Fees						**$21,115**

ASSUMPTIONS

1. As members of the HDR team are not attorneys, the County is responsible for legal review of the RFP
2. Data relating to different technologies included in the RFP outline will also be limited to information readily available from other jurisdictions or studies.
3. All meetings described in the scope will be held via conference call.
4. The estimated budget for revisions to the RFP assumes only minor revisions and 34 total hours by HDR team members. More than 34 hours will be considered an additional service.
5. The estimated budget for assistance in evaluating responses assumes mainly technical support, and 20 hours by HDR team members. More than 20 hours will be considered additional services.

We appreciate the opportunity to continue to be of service to Monroe County. Please do not hesitate to contact me by phone at (305) 728-7400 or by email at Chuck.Sinclair@hdrinc.com.

Sincerely,

HDR Engineering, Inc.

Charles T. Sinclair, P.E.
Senior Vice President

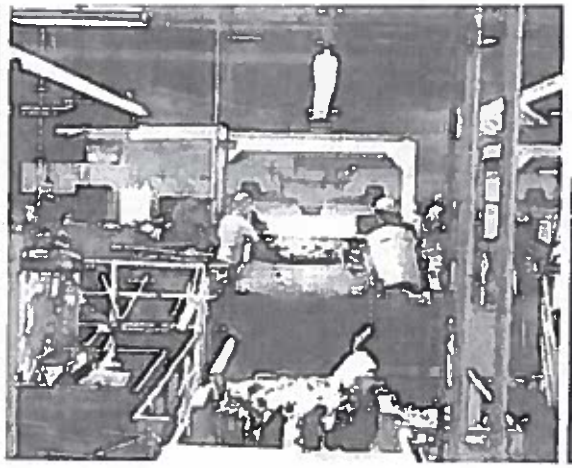
HDR Engineering Inc.

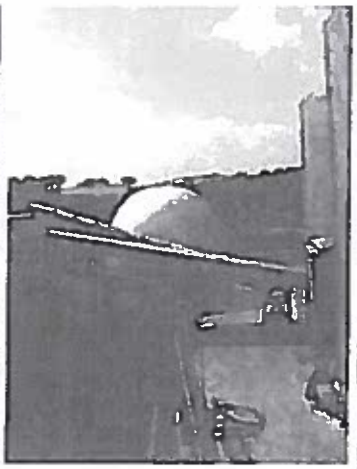
15450 New Barn Road
Suite 304
Miami Lakes, FL 33014

Office: (305) 728-7400
Fax: (305) 728-7447
www.hdrinc.com

ATTACHMENT B
CONSULTANT'S STATEMENT OF QUALIFICATIONS RELATING TO ORGANICS PROCESSING AND ENERGY RECOVERY

STATEMENT OF QUALIFICATIONS



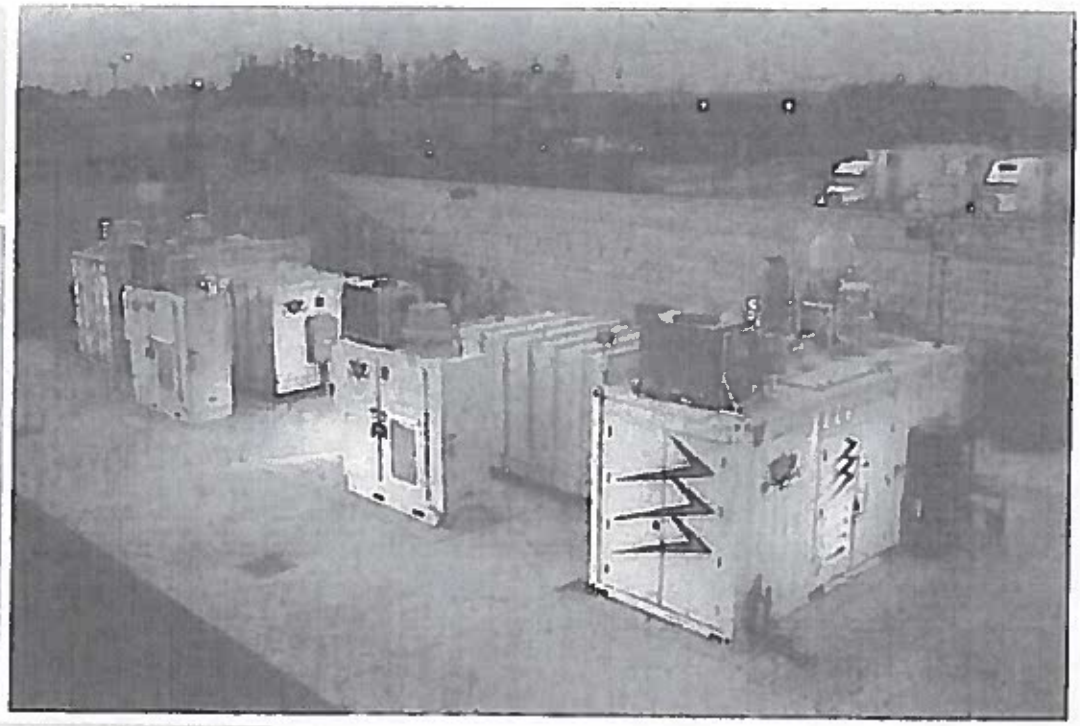


NO WASTED RESOURCES℠

ORGANICS PROCESSING AND ENERGY RECOVERY

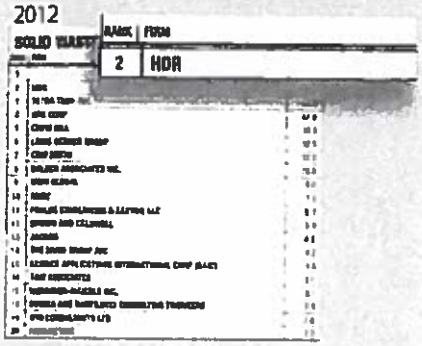
HDR

ORGANICS



GILLS ONIONS
ADVANCED ENERGY
RECOVERY SYSTEM
FROM FOOD WASTE
Oxnard, California

We are proud to serve our clients and have maintained either the #1 or #2 ranking in Solid Waste over the last five years by *Engineering-News Record* (ENR).



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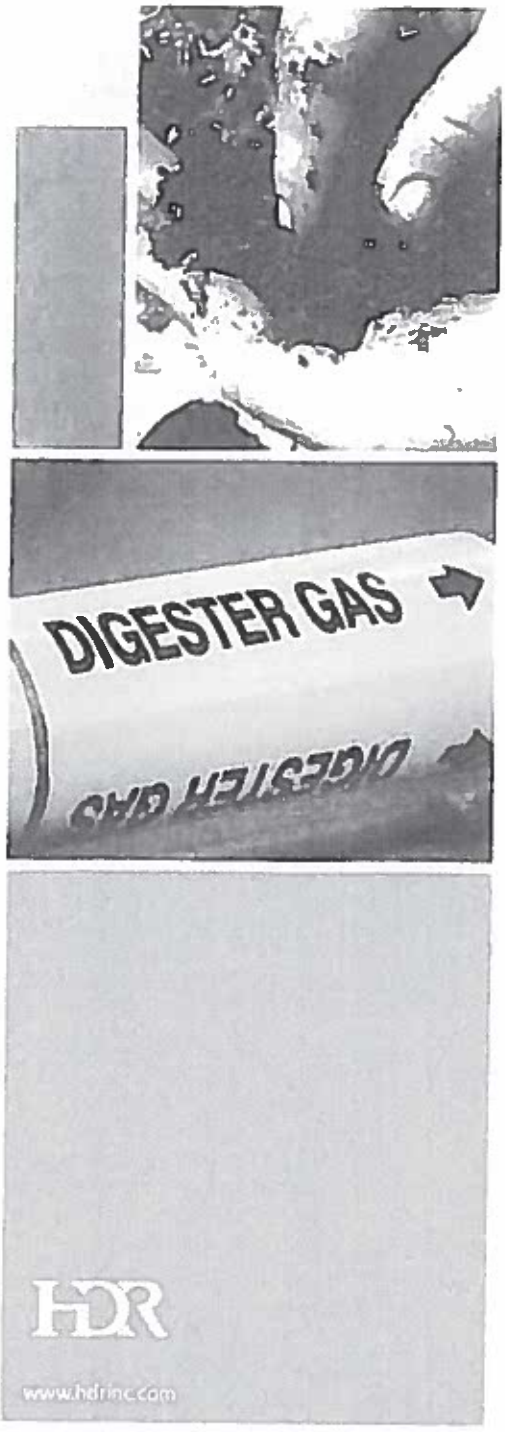
At HDR, it's our desire as a consultant to help you understand and navigate the specific challenges of your waste programs. We know that 'textbook' solutions don't always work, so we evaluate a broad view of your needs in the context of economic, environmental and social impacts. Building a team that focuses on your needs guides our work. We match our regulatory, natural resources, economics, public outreach, and engineering and construction management professionals to your situation. The result is sustainable, cost-effective and tailored solutions to your specific program's needs.

We make a commitment to our clients to be a long-term trusted advisor and solutions provider to ensure that your business is profitable, sustainable and that our partnered results are accepted by the numerous stakeholders within our communities. Our practice focuses on integrated project delivery with cutting-edge technology and expertise while delivering unparalleled, sustainable solutions for a global tomorrow.

Founded in 1917, HDR is an employee-owned consulting, engineering and architectural firm. With more than 185 office locations across the United States and abroad and nearly 8,000 professionals globally, we provide access to world-class engineering and scientific resources. We excel at complex projects that improve the quality of life for our clients and those they serve.

ORGANICS



As an integrated and top-ranked firm, HDR provides a total spectrum of engineering, consulting and architecture services, and has been providing comprehensive solid waste services to our clients for nearly 35 years. HDR provides a comprehensive offering of waste management services to our clients including:

- Integrated waste management planning
- Waste transfer and processing facilities
- Energy from waste
- Organics
- Landfill services
- Permitting, studies, siting and optimizations
- Environmental remediation

HDR's integrated waste management practice provides clients with consulting services tailored to the unique variables and needs of each community, with a focus on diversion-based services leading to our goal of No Wasted Resources℠. Diversion-based services address our life-cycle approach to processes and systems that help clients eliminate inefficiencies, and improve environmental and economic performance in their solid waste management programs.

Our Professionals

HDR has specialized professionals on-call to address questions and create solutions. With nearly 8,000 employees skilled in providing multidisciplinary services across all major infrastructure markets, HDR has the organizational depth to quickly deploy resources to support successful project delivery. Our professional network is available to help keep your project on schedule and under budget, as well as deliver the results you expect.

HDR's waste professionals cultivate a working partnership with our clients to support business objectives as their operations grow and prosper. Our professionals take a hands-on approach to assessing our client's needs and identifying the solution that is right for your overall waste system.

Our Approach

- **National Expertise, Strong Local Presence.** Waste infrastructure is often highly visible in the community and very personal to residents, making local team presence imperative. HDR's operating philosophy is to be an expertise-driven global firm that delivers tailored solutions through a strong local presence.
- **Sustainable Growth Through Integrated Solutions.** The most successful investments keep the big picture in mind, considering a project from every angle. This means addressing long-term environmental, community and economic challenges through context-sensitive solutions.
- **Responsive and Reliable Project Management.** One of our guiding principles, which reflects our values and culture, is to be a trusted advisor. This means we think of our clients' needs first, beyond what is expected of us as a consultant, and build long-lasting relationships.
- **Innovative Problem Solving for a Rapidly Changing Market.** Some of the most innovative solutions come from thinking and responding beyond traditional boundaries. With an eye on what's best for your community, we work with you to determine where you are with your project, where you want to be and which direction we will take together to reach that goal.

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HDR understands that waste management is not a one-size-fits-all industry. We know that what works in one community, might not be the right solution for another. HDR is a one-stop shop for integrated waste management solutions tailored to the unique needs of each client and each community. The depth of technical expertise and sound science that led to the emergence of HDR as an early leader in energy from waste has expanded in the decades since we entered this market. Today, we lead the industry as a source for innovative ideas and strategies for diversion-based, sustainable waste management systems.

The HDR Difference: Integrated Services

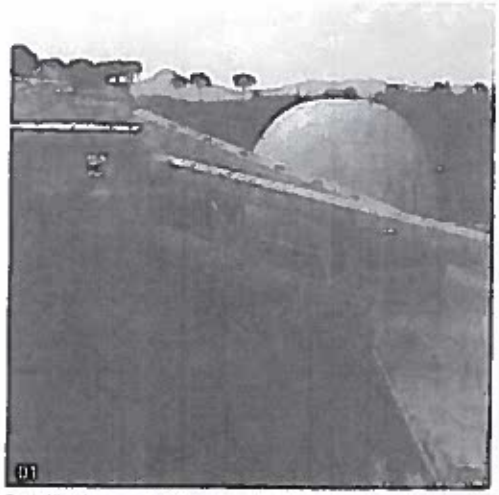
We offer a multitude of integrated services that mirror a project's life-cycle in these focus areas:

- Integrated organics system development and implementation
- Organics processing
- Composting
- Anaerobic digestion
- Biogas recovery and beneficial use
- Effluent management
- Odor control and management

Integrated Organics System Development and Implementation

HDR offers integrated organic system development services that draw upon our waste system planning expertise along with our expertise in organics processing approaches. HDR staff have provided this service to municipalities and commercial interests across North America, resulting in the successful implementation of organics diversion programs. This service addresses all of the key elements required to implement a successful organics system for the residential, commercial and/or industrial sectors including:

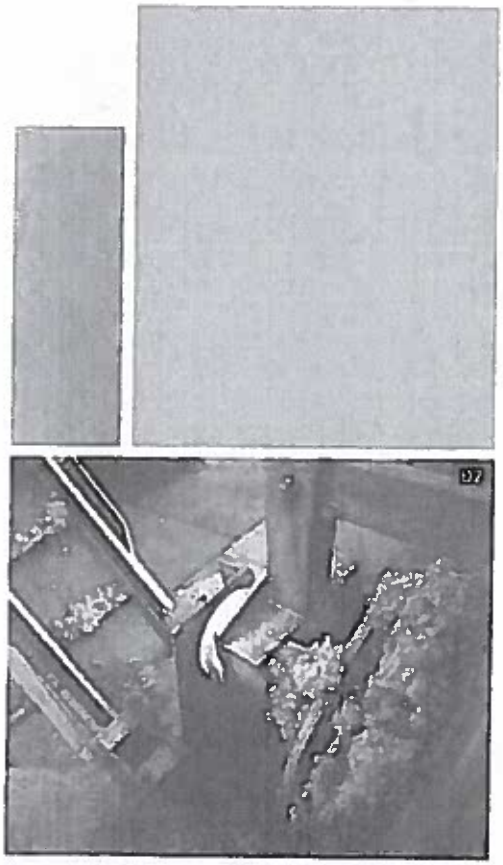
- **Identification and assessment** of the organic fraction of the waste stream, and the characterization of these materials which differ by source. Our system designs examine the effect of policy decisions and the range of system designs, on the capture rates of the organic material streams, as well as the impact of population growth and demographic change that can affect the projected organic material quantities.
- **Analysis and assessment** of the range of approaches that can be used to capture and collect organic material streams, including options for source separation of materials and mixed material processing.
- **Economic/financial analysis** of organics management options to assist in the assessment of the preferred approach for implementation.
- **The design and implementation** of organics collection systems, which includes assessment of options to successfully remove organic materials from the source and to haul these materials to their processing destination. Our experts apply collection system models to identify the most efficient collection systems.
- **Procurement processes** used to secure contracts with qualified vendors capable of developing and operating the Organics Processing facilities required for a successful system.
- **Permitting processes** required for the development of the waste management facilities (transfer, processing) required for an integrated system.



01

The quality and timelines of their work, their breadth of knowledge and professionalism has brought a sense of dependability, not only to the Solid Waste Division, but to the county administrative and elected officials as well.

01 | WORLD TECHNOLOGY TOUR BIOGAS COLLECTOR, Barcelona



02 | GILLS ONIONS ADVANCED ENERGY RECOVERY SYSTEM FROM FOOD WASTE, Oxnard, California

- **Advice and support** during the actual roll-out of a new system, including the development of promotional and educational materials, the logistics of delivery of collection containers and other supporting materials (e.g. for residential systems, the delivery of organic carts to households) and the follow-up surveys required to determine the effectiveness of the system for the user.
- **Market analysis and assessment,** to determine the range of approaches that are available to ensure that the materials generated by the system have a beneficial market. Our market analysis takes into consideration the range of potential products and product quality that can be produced, as well as local market conditions. Often, the consideration of markets can identify the need for some additional investment or adjustments in the collection/processing approach, in order to gain the highest value from the products generated.
- **Review and analysis** of existing systems, to identify areas for increased efficiencies and improved performance. This includes the regular implementation of compliance reviews at source, to determine how successful current approaches have been in terms of sourcing the quantity and quality of organic materials sought, and to identify the adjustments that could be made for improvements.

HDR offers a complete approach to organics system implementation to our clients, through the combination of our integrated system development service and the organics processing components outlined below.

Organics Processing and Energy Recovery

HDR has provided consulting and engineering services for over 75 new and upgraded energy generation facilities throughout North America. Our organics management projects have included aerobic and anaerobic processing technologies. Our aerobic experience includes composting using open windrow, aerated static pile, agricultural (ag) bag and enclosed vessel technologies, and our services include air emissions management and storm water management.

Our anaerobic digestion experience includes development, process design, detailed design, and application of the organic recycling bio-cell and anaerobic digesters using a variety of low solids, high solids and dry fermentation technologies. We have also developed and designed the supporting infrastructure for these projects, including digester tanks or enclosures, feedstock processing, biogas filtering/scrubbing facilities, odor and emission control, biogas storage facilities, fuel cells or internal combustion engines for electricity generation, and liquid/solid waste effluent processing facilities. **Our hands-on experience** helps you understand the possibilities—and constraints—of implementing a wide array of possible organics management systems.

Anaerobic Digestion

Anaerobic digestion of industrial, municipal or other sources of organic materials can provide a host of potential benefits including:

- Effective and efficient management of organic wastes as a resource
- Enhanced environmental sustainability through reductions in greenhouse gases
- Creation of renewable energy
- Alternatives for solid waste management to support continued and expanded waste diversion efforts

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- Alternative end-uses for biosolids products
- Soil amendment/compost products support agricultural sector
- Revenue from energy and products contributes to financial sustainability

Turning Waste into a Valuable Resource (Biogas)

In the past, biogas was considered a nuisance, and either ignored or flared at anaerobic digestion facilities. New technologies and enhanced biogas recovery systems are turning this wasted by-product into a valuable energy resource. Anaerobic digestion of agricultural and organic wastes produces a biogas that can provide both heat and electricity through cogeneration, a fuel source for boilers, refined for use as compressed natural gas as a vehicle fuel or cleaned to pipeline quality natural gas for sale to natural gas utilities. Beneficial use of biogas is quickly emerging as a viable and smart option for getting value from waste by-products. A thorough biogas feasibility study can determine whether a recovery and utilization project is both cost-effective and sustainable at your facility.

HDR helps clients find ways to successfully implement biogas recovery and utilization programs at existing and new wastewater treatment plants, organics digestion facilities and landfill sites. New technologies are making it easier and more cost effective to store, treat and condition biogas for conversion into a renewable energy source. To determine the most sustainable and practical solution for biogas utilization, our professionals follow a multistep approach as outlined below.

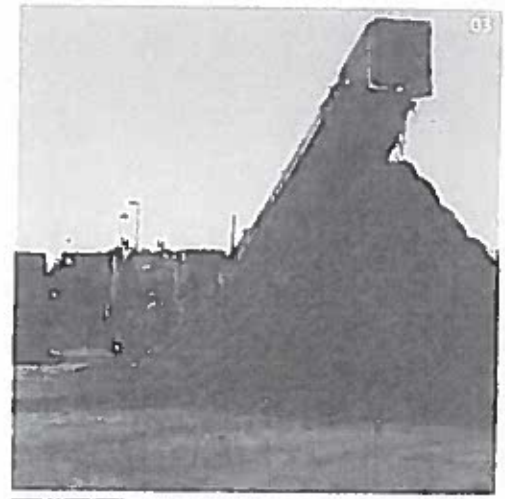
- Identify sustainability and energy goals
- Quantify present and future biogas production
- Evaluate air emissions and permitting and gas cleaning requirements,
- Determine ways to increase biogas production if biogas is to be used beneficially
- Perform a Sustainable Return on Investment (SROI) analysis on biogas utilization options
- Determine the most practical way to deliver the selected biogas utilization project
- Deliver the project
- Conduct startup, testing and commissioning

Composting

HDR helps clients manage comparatively lower cost aerobic treatment processes of organics including municipal yard/garden, food, biosolids or residuals of anaerobic digestion processes. HDR can assist in determining the proper employment of a variety of technologies that are appropriate for certain applications, based on the assessment of the incoming organic feedstock. HDR also helps clients understand the operational parameters that have to be met with an aerobic treatment processes, in order to successfully manage odors and generate a marketable product. We understand, that for aerobic processes it is not just the technology that contributes to successful processes, but the operating approach itself.

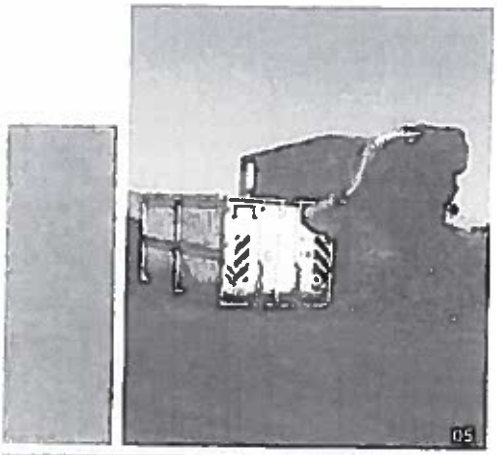
Effluent Management

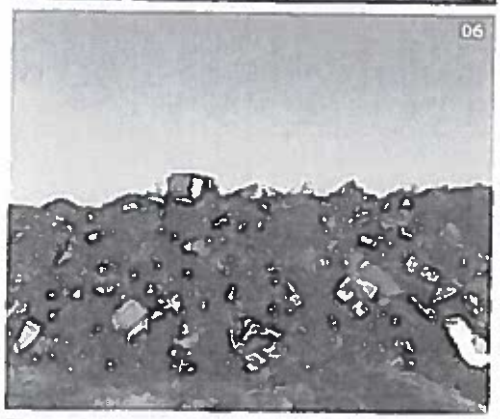
HDR helps clients manage liquid by-products of the various organics processing technologies. Capturing and treating effluent from organics processing can require a host of creative solutions. HDR is equipped to assist clients resolve issues to reduce costs and maintain effluent discharge levels within appropriate levels as well as evaluating ways to beneficially recover nutrients from such effluent streams.



03, 04 | WESTERN PLACER WASTE MANAGEMENT AUTHORITY PLASMA ARC GASIFICATION ASSESSMENT Lincoln, California

ORGANICS





05, 06 | RECOLOGY - JEPSON PRAIRIE ORGANICS, California

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Odor Management

HDR helps clients capture and manage odors from organics processing technologies. Odors can cause sever harm to the otherwise positive reputation of an organics management system. HDR is prepared to assist clients in developing was of capturing and treating odors before they cause damage, using methods ranging from low tech biofilters to carbon absorption systems. HDR has prepared odor management plans which identify all of the areas for potential odor generation in a process, and identifies the operational parameters/procedures as well as the odor capture and treatment systems that are required.

Integrated Delivery Methods

Selecting the most appropriate project delivery method is one of the most important decisions an owner faces. HDR prides itself on its ability to bring value to our clients by understanding each of the unique delivery methods and how to help our clients select and implement the most appropriate process. For an owner, the wealth of choices and overwhelming amount of variations is both good and bad. HDR's approach to guiding owners through the selection and the utilization of the right method is tried and proven, yet constantly refined and improved.

We recognize that every client and every project are different and deserve a custom-designed approach and efficiency comes from working well together. When you work with our integrated delivery (I/D) teams, the design, estimating, permitting and construction occur on a parallel path. We believe this delivery method has the additional benefit of a partnership, so we work with you to mobilize our experts—in planning, procurement, estimating, financing, project controls and construction, start-up, commissioning and operations —for quick completion of quality projects. Our goal is that even if the project time-frame is short, the relationship is long-lasting. Generally, I/D teams are motivated to succeed because single-source contracts give sole responsibility and accountability. When HDR—as a prime design-build contractor or part of a team—accepts risk, we guarantee schedule and performance. This accountability was the core value behind most pre-modern projects. We still honor this traditional accountability with teams that lead design and are there with you through construction and startup.

Integrated Delivery Services

- Design
- Value engineering
- Estimating
- Scheduling
- Procurement
- Project controls and cost reporting
- Project management
- Construction
- Construction management with cost controls
- Quality control and construction management at risk
- Environmental health and safety monitoring

HDR's Commitment to Quality

HDR believes that quality products and services result from having sound business practices, retaining talented staff, and focusing on being responsive to our client's needs. Our clients respect us for our philosophy of "doing the right things for the right reasons." Quality is integrated into HDR's day-to-day business activities through our Quality Management System (QMS).

ORGANICS

HDR's senior management demonstrates its commitment to quality through establishing responsibilities for quality at all levels of the company, from company president to members of management to the project team. HDR's QMS promotes professional service delivery though formal policies and procedures, tools and processes. Our QMS provides sound business practices that result in quality products and services that our clients expect.

HDR's Quality Assurance/Quality Control (QA/QC) Program is implemented company-wide and monitored locally by experienced professionals during project execution. Our project managers integrate our QA/QC Program into each project work plan. The QA/QC Program is ISO 9000 compliant and promotes problem prevention rather than correction, and being proactive rather than reactive. HDR's QA/QC Program is designed to achieve our mission of superior client service in a defined and systematic fashion.

Our Commitment to Health and Safety

HDR has one of the most comprehensive health and safety programs in the engineering industry. As a global consulting firm, HDR employees continually face new project hazards; therefore, our program cannot remain static, but must be constantly refined to address these hazards. HDR remains committed to providing the highest level of health and safety support for our staff, and in performing all services in a manner that is both safe and in compliance with all regulations and client requirements.

HDR's Corporate Health and Safety Program encompasses all aspects of safety, including office safety, field safety, remote site safety, road side safety, and construction site safety. Used as the foundation for all project activities, HDR's Corporate Health and Safety Program is an integral part of project planning and development. The program requires each of our projects to have and adhere to Site-Specific Safety Plans (SSSPs). A Job Safety Analysis (JSA) or hazard analysis is conducted for each project task to help formulate the SSSP. HDR stands by our work—the satisfaction of our clients defines our success. Our past performance has been outstanding when based on quality indicators such as client testimonials and our history of compliance with delivery schedule, cost control and quality of work—as evidenced by our 85 percent repeat customer base.

Safety Certifications and Statistics

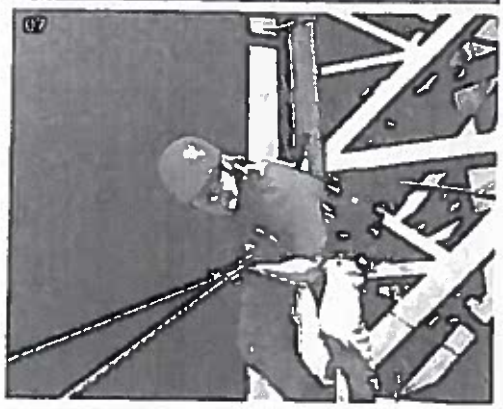
We continually strive to set the highest standard for safety excellence. The strength and commitment of HDR's safety program has been verified through certifications by the following third party review programs: ISNetworld®, PEC/Premier, PICS, Browz, and COR (Certificate of Recognition, Alberta Construction Safety Association).

Our commitment to safety is evidenced by our low experience modification rating (EMR) and injury incident rates. HDR's EMR is one of the lowest achievable, and our OSHA recordable incident and lost time injury rates are consistently lower than the industry average for our NAICS code (5413--Architectural, Engineering, and Related).

HDR Experience Modification Rating

Industry Average	2012	2011	2010	2009	2008	2007	2006
1.00	0.67	0.64	0.69	0.63	0.60	0.58	0.55

HDR has provided excellent consulting services to LCSWMA over the years and they have grown to be a trusted advisor. We believe HDR to be the best in the business and chose to partner with them on numerous projects. They have shown that when you pair their depth and breadth of knowledge of the waste industry with excellent client service you end up with a successful project.



07 | FALL PROTECTION SAFETY, Oregon

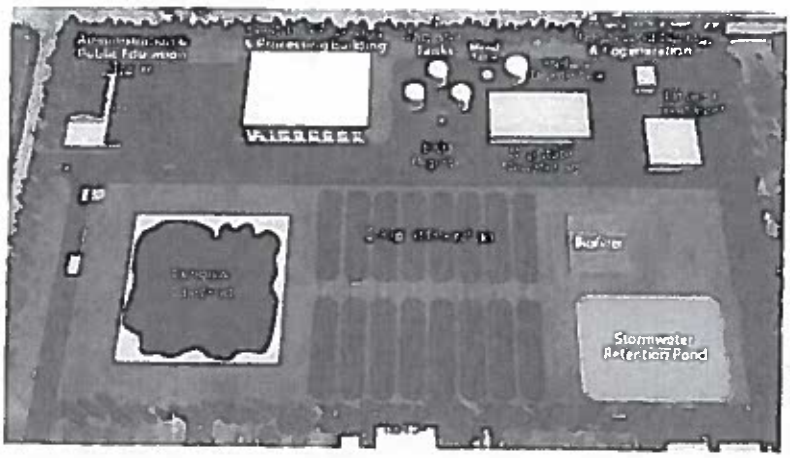
ORGANICS

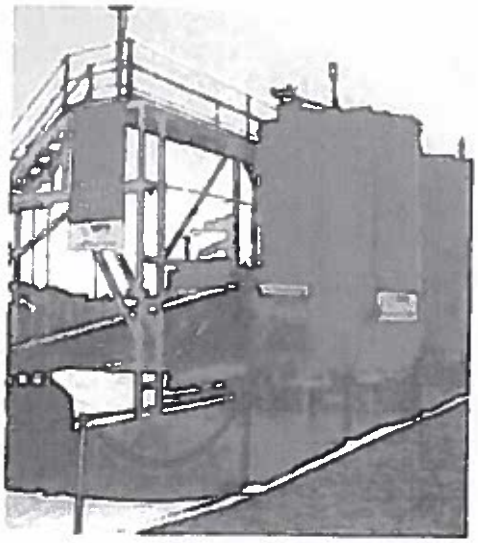
The matrix below identifies some of HDR's landfill projects in the U.S. and beyond, as well as the types of services performed.

CLIENT, PROJECT NAME	Location	SERVICES PROVIDED: Economics, Financial & Revenue Analysis, Reports	Design, Engineering and Review	Environmental & Air Quality, Permitting, Compliance	System Planning	Grant Assistance	Procurement Assistance	Biogas Recovery and Utilization Systems
University of California Davis, Renewable Energy Anaerobic Digester (READ) Project Feasibility Study	CA	●	●	●	●			●
City of San Jose, Organics Conversion Technologies Facilities Overview Using Anaerobic Digestion and Dry Fermentation	CA	●	●	●		●	●	
City of Los Angeles, Anaerobic Digestion of MSW as a Conversion Technology	CA	●	●	●		●	●	●
City of Surrey, Organics to Biofuel Facility, Procurement Assistance	Canada	●	●		●		●	●
Humboldt County, Anaerobic Digester Facility, Procurement Assistance	CA	●	●	●			●	
Santa Barbara County, Mustang Power Anaerobic Digester, Technical Assistance	CA	●	●	●				
Alachua County, Organics Recycling Facility Conceptual Design and Economic Feasibility Study	FL	●						
Leon County, Organics Recycling Bio-module Demonstration Project	FL							●
Monterey County, Dry Fermentation Facility Development	CA		●		●		●	●
Gills Onion, Advanced Energy Recovery System From Food Waste	CA	●	●		●			●
Cargill Pork | Premium Standard Farms Swine Farms | Somerset Farm | Hedgewood Farm | Smithfield Foods, Anaerobic Digestion At Swine Farms	Various		●					●
BioStar Systems, LLC, Renewable Energy Anaerobic Digester Projects	CA/MO		●		●			●
Chiquita Brands International, Ltd., Organic Waste-To-Energy Plant	Costa Rica				●			
State of Idaho and Glanbia Foods Inc., 25 x 25 Renewable Energy Council, Anaerobic Digestion In the Food and Beverage Industry	ID				●			
Metro Vancouver, Annacis Island Co-Digestion Facility & Energy Recovery	Canada		●					●
LOTT Alliance, Budd Inlet Wastewater Treatment Plant Cogeneration Facility	WA							●
Sonoma County, Compost Facility Site Selection, Design And EIS	CA	●	●	●	●			
Recology, Organics Composting Facility (Food, Municipal and Yard Waste)	CA	●	●		●			
Recology, Composting Facility Expansion Design And Operations Improvements	CA	●	●		●			
City of Carey, Residuals and Biosolids Compost Facility Master Plan	NC	●	●	●	●			
City of Virginia Beach, Enclosed Compost (Biosolids) Facility Masterplan	VA	●	●		●			
Santa Cruz County, Composting Facility Planning Study	CA	●	●	●	●			
City of Palo Alto, Conceptual Design For The Palo Alto Recycling And Transfer Station And Compost Facility	CA	●	●		●			
City of Ottawa, Waste Management Plan	Canada				●			
Region of York, Integrated Waste Management Master Plan	Canada				●			
National Renewable Energy Laboratory, Feasibility Study Of Anaerobic Digestion of MSW To Energy, Including Waste Characterization	Haiti				●			●
DSNY, Alternate Technical Procurement	NY	●			●		●	●

RENEWABLE ENERGY ANAEROBIC DIGESTER (READ) PROJECT FEASIBILITY STUDY

University of California Davis | Davis, CA





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The University of California, Davis (UCD) retained HDR to evaluate the feasibility of developing a Renewable Energy Anaerobic Digester (READ) facility to treat organic wastes from the campus cafeteria and food preparation activities, and manures from the various animal agricultural activities. Other possible feedstock materials included waste paper towels, municipal solid waste (MSW) and biosolids from the wastewater treatment plant (WWTP). The feasibility study explores a variety of possible anaerobic digestion treatment technologies which include:

- Traditional low solids digestion similar to municipal WWTP facilities
- Anaerobic phased solids (APS) process developed by Dr. Ruihong Zhang of UCD
- Dry fermentation using an enclosed bunker or using a flexible membrane liner
- High solids digestion for agricultural wastes similar to processes employed in Europe

Key Features

- Feasibility study
- Biogas will be extracted from the digesters and could be used in a variety of energy production systems
- Production of a renewable energy source
- Diverting organic materials from being landfilled while retaining optimal use of recyclables

Various anaerobic digestion technologies were evaluated based on relative capital or operational cost, appropriateness to treat the feedstock, ability to contain odors and proven track record. In general, the facility will include enclosed unloading and handling operations to prevent the migration of fugitive odors, a phased digestion system with a hydrolysis/acidification phase where volatile solids would be converted into volatile organic acids. The acids from the hydrolysis/ acidification phase would be converted to biogas containing methane and carbon dioxide in the methanogenic phase.

The READ facility employs a technology which was initially developed at UCD using a two-phase, batch anaerobic digester based on bench scale laboratory research efforts. HDR's role has been to evaluate the feasibility of the facility in terms of identification of facility components, cost estimates and supporting assistance in issues including feedstock pretreatment, digestate management and effluent management. Extensive research by UCD at the demonstration plant evaluated the treatment of pre and post consumer food wastes. HDR's role has been to prepare design development plans, cost estimates and supporting data for UCD in their goal to determine the financial and technical viability of the digester as a commercial venue. The project has also been considered as one of the sources of renewable power for the West Village, a LEED platinum housing development project at the university. HDR has worked interactively with UCD and the National Renewable Energy Laboratory (NREL) when developing the conceptual facility configurations, development options analysis and related economic pro-forma. The current configuration of the facility includes a facility feedstock receiving and preparation function, digesters, centrate treatment, biogas cleanup and power plant, digestate composting function as well as a public education function.

Biogas will be extracted from the digesters and could be used in a variety of energy production systems such as a fuel cell, microturbine or internal combustion engine. Other uses include supplementation of natural gas boiler fuel, or cleaning the gas for injection into the university's natural gas distribution system. Undigested solids will likely require stabilization using an aerobic process such as aerated static pile composting. Due to the proximity to the UCD campus, solids stabilization would include a biofilter to capture and treat organic rich air prior to discharge to the atmosphere.

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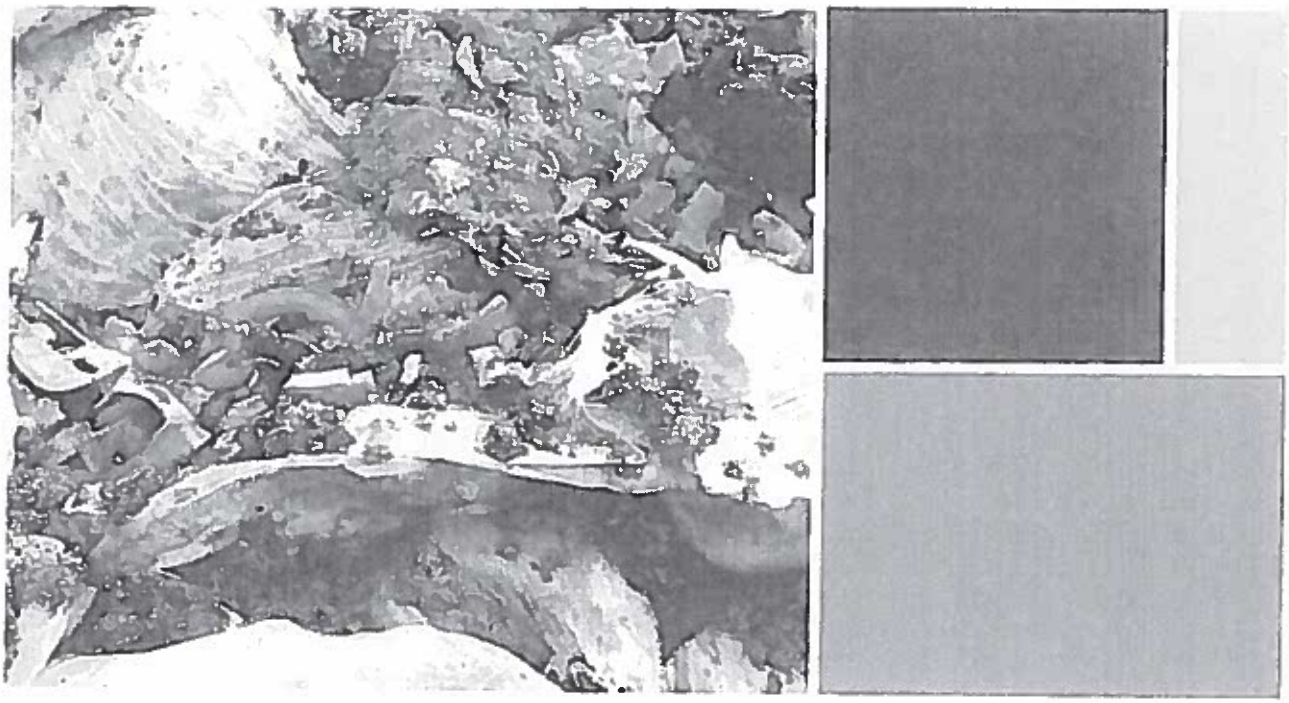
ORGANICS CONVERSION TECHNOLOGIES FACILITIES OVERVIEW USING ANAEROBIC DIGESTION AND DRY FERMENTATION

City of San Jose | San Jose, CA



Key Features

- Conversion of organics to energy using non-thermal means
- The project, when completed, will be a privately owned and operated facility entirely funded making it one of the largest Public-Private Partnerships in solid waste in recent history
- Dry fermentation form of anaerobic digestion, the waste remains stationary in an enclosed bunker and the organic media is circulated through the waste

HDR was retained to assist the city as a technical advisor to an evaluation team, providing insight into the key issues, performance expectations and contingency planning as the procurement of commercial processors and commercial collection service providers proceeds.

The city historically managed an open franchise commercial waste system whereby over twenty haulers provided waste collection services. HDR assisted the city in preparing its Green Vision Goals which included a goal of diverting 75 percent of the city wastes from landfills. In order to reach the goal, the city is terminating its existing open franchise system and replacing it with an exclusive franchise system that obligates the franchisee to reach the elevated diversion level. By consolidating the commercial wastes in and specifying minimum performance standards, the city's Green Vision can be reached.

HDR was retained to assist the city in soliciting and reviewing responses to private sector proposals to construct and operate various types of organics processing facilities under the exclusive franchise incentivize program. Our role included assisting in the development of the RFP to encourage innovative and aggressive waste diversion solutions from the private sector, including incentives for waste handling that include conversion technologies as an organics processing option. Vendors were allowed to propose traditional organics treatment technologies such as composting, or innovative emerging technologies such as anaerobic digestion.

Our analysis included a detailed review of the proposals which were tailored to accommodate various levels of contamination in the organics stream. The analysis included issues such as consideration of the proposer's capability to perform within a relatively aggressive time-frame, the necessary permitting pathway and time-frame needed to implement the facility, the technology proposed and its level of commercial application to a similar waste stream, and its location in terms of likely increased truck traffic to and from the facility. We presented our analysis, findings and recommendations to the city evaluation team, which considered the issues in conjunction with cost of service, financial strength of the company and appropriateness of collection system to the various commercial areas in the city. The city selected a dry fermentation technology which is to be constructed in the Alviso portion of northern San Jose by the Zero Waste Energy Development (ZWED) Company which is relying on technology from a European source. The developer is securing permits and designing the facility at this time. The facility is anticipated to be operational in 2014.

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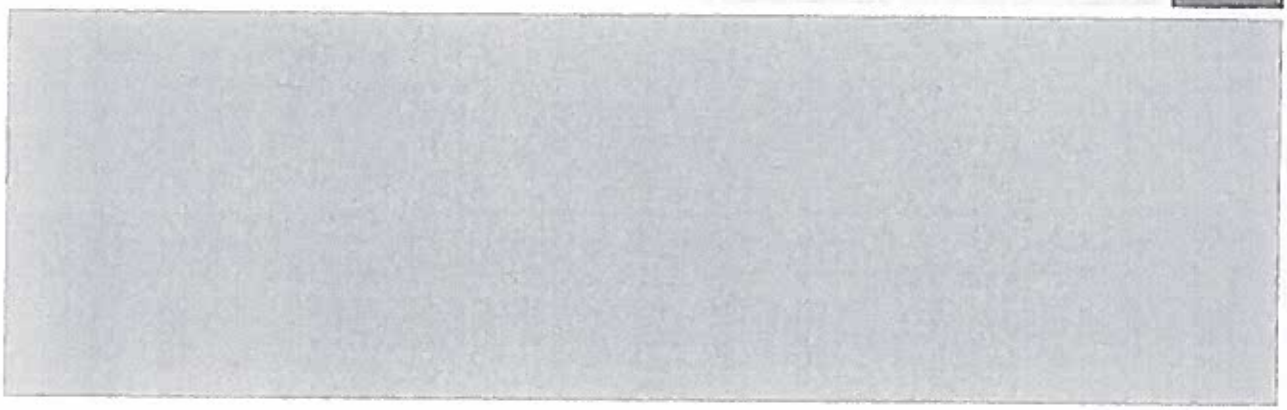
FEASIBILITY STUDY OF ANAEROBIC DIGESTION OF MSW TO ENERGY, INCLUDING WASTE CHARACTERIZATION

National Renewable Energy Laboratory (NREL)| Port au Prince, Haiti

NREL
NATIONAL RENEWABLE ENERGY LABORATORY



Key Features

- Feasibility study exploring combined health related solid waste management goals with renewable power production infrastructure
- Indicative design includes consideration of capital cost, operational cost and revenues from renewable power sales
- Study included consideration of broad array of possible digestion technologies and modern sanitary landfill equipped with a landfill gas-to-energy facility

HDR was retained to prepare an evaluation of converting organics wastes in the Port au Prince Haiti region into electricity under a research effort requested by the National Renewable Energy Laboratory (NREL). The feasibility study has progressed through a series of phases including an initial phase to explore a variety of possible treatment technologies as possible options.

The initial purpose of the study was to provide a comparative summary of approaches and process features of anaerobic digestion (AD) technology, and evaluate which of these are best suited to digestion of municipally generated wastes in the Port-au-Prince area. The waste sort analysis suggested that approximately 1,500 metric tons (MT) per day of solid waste is generated in the Port-au-Prince area and approximately 73 percent of this total (approximately 1,100 MT/day) is organic and suitable for AD.

Our analysis considered six different anaerobic digestion approaches including membrane covered lagoon, heated and mixed membrane covered lagoon, plug flow digester, complete mix and hybrid digesters, fixed film digester and upright cylinder digester. The analysis also considered key features of AD, specifically in terms of addressing the unique conditions in Haiti. Key features considered included solids content, process configuration, biomass immobilization, reactor construction, temperature, feeding operation and digester mixing regimen.

We concluded the use of a feedstock contaminant removal system coupled with high solids, continuously stirred batch tank-type digester operating at mesophillic temperatures, as the preferred technology for this application. We are currently developing the conceptual design and conceptual cost estimate for the facility. As a basis of comparison, our analysis is also exploring cost of developing a modern, lined sanitary landfill equipped with a landfill gas-to-energy facility. NREL is reviewing the final report and will consolidate into their report to the United Nations.

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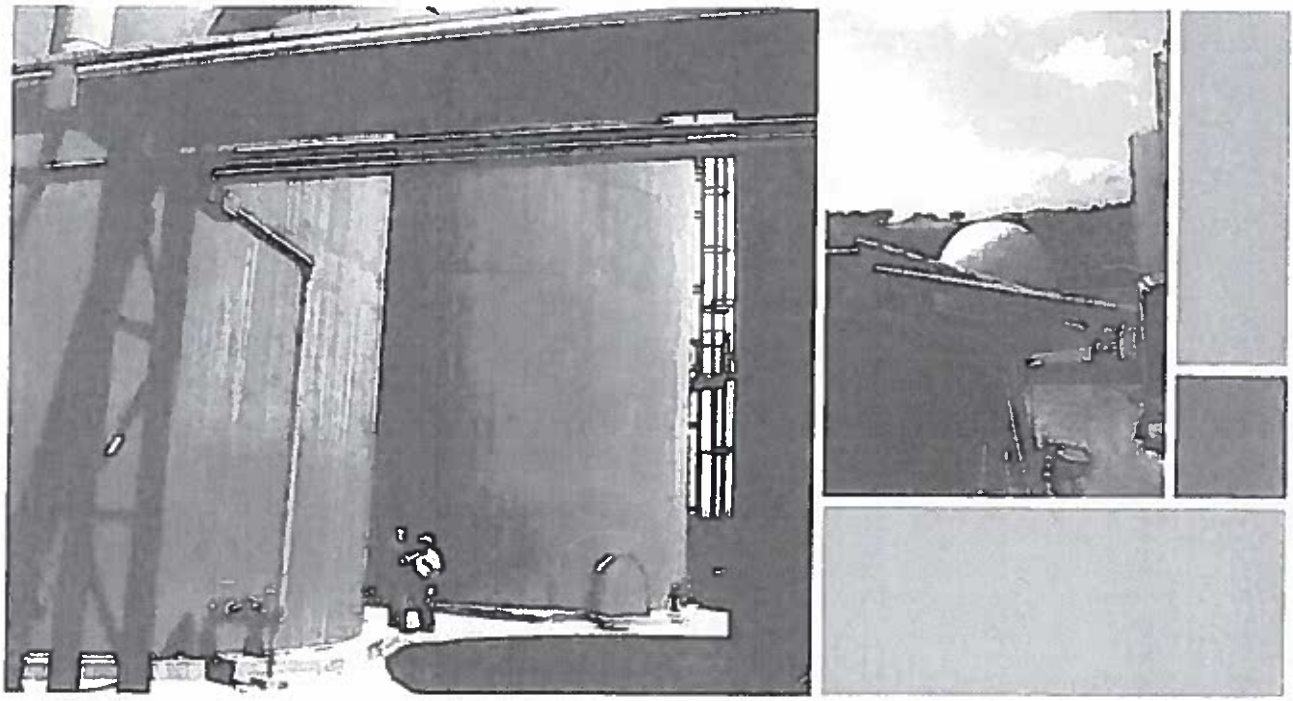
ANAEROBIC DIGESTION OF MSW AS A CONVERSION TECHNOLOGY

City of Los Angeles | Los Angeles, CA



Key Features

- Project included robust technical, financial, mechanical and regulatory analysis of vendor offered technologies,
- Technologies included Mechanical Biological Treatment in addition to thermal processing technologies
- Consideration of aerobic and anaerobic technologies of municipal solid waste feedstock materials

HDR was retained to assist the city of Los Angeles in the analysis of various alternative technologies for processing mixed municipal wastes. The analysis included an independent analysis of each proposed facility mass balance, thermodynamics, economics, credibility, viability, diversion capacity, operational history, engineering design and relative environmental impact.

The analysis also included preparation of toxic air contaminant, criteria air pollutant and greenhouse gas analysis of each of the vendor's proposals. The anaerobic digestion technologies analyzed included the Valorga high solids digestion in Spain, Arrow Bio's Up-flow Anaerobic Sludge Blanket (UASB) in Tel Aviv Israel, in addition to several innovative high solids anaerobic digestion technologies offered by a variety of other vendors.

A variety of aerobic composting processes were also evaluated for their capability to process digestate from the anaerobic digestion processes. Having performed this analysis, HDR has developed a unique set of insights regarding the viability of different digestion technologies with respect to their ability to process difficult feedstock materials.

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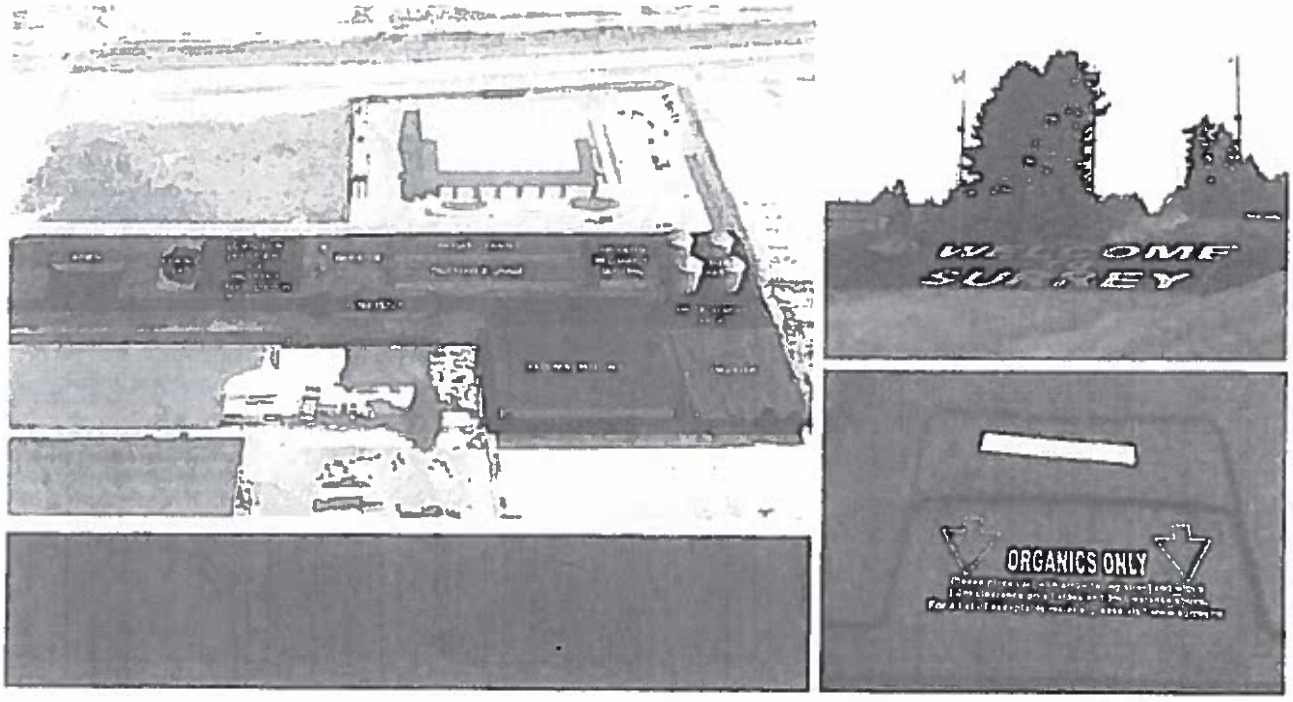
ORGANICS TO BIOFUEL FACLITY, PROCUREMENT ASSISTANCE

City of Surrey | British Columbia, Canada



Key Features

- Project entails a Public Private Partnership solicitation for vendors to offer design, build operate service for the conversion of organics to transportation fuel
- Feedstock to include residential yard/food waste from Surrey and Industrial/Commercial/ Institutional waste
- Procurement open to wide variety of digestion technologies

HDR was retained to assist the city of Surrey as technical analysis advisor for the procurement of a private developer to construct and operate an organics to biofuel facility. The project has received Partnerships BC support for up to 25 percent of the capital cost up to $17M if developed as a public/private partnership. HDR's role is to serve as the technical advisor in the procurement process supporting the development of the solicitation, analysis and ultimately the vendor selection.

As initially conceived, the project will process approximately 45,000 metric tons of green/food waste bin from the city of Surrey and the proponent will be charged with responsibility to secure an additional 35,000 metric tons from the Industrial-Commercial-Institutional (ICI) sector. Biogas from the anaerobic digestion system will be cleaned and injected into the gas pipeline, converted to electricity or refined and used as compressed natural gas for fueling the city's waste collection vehicles.

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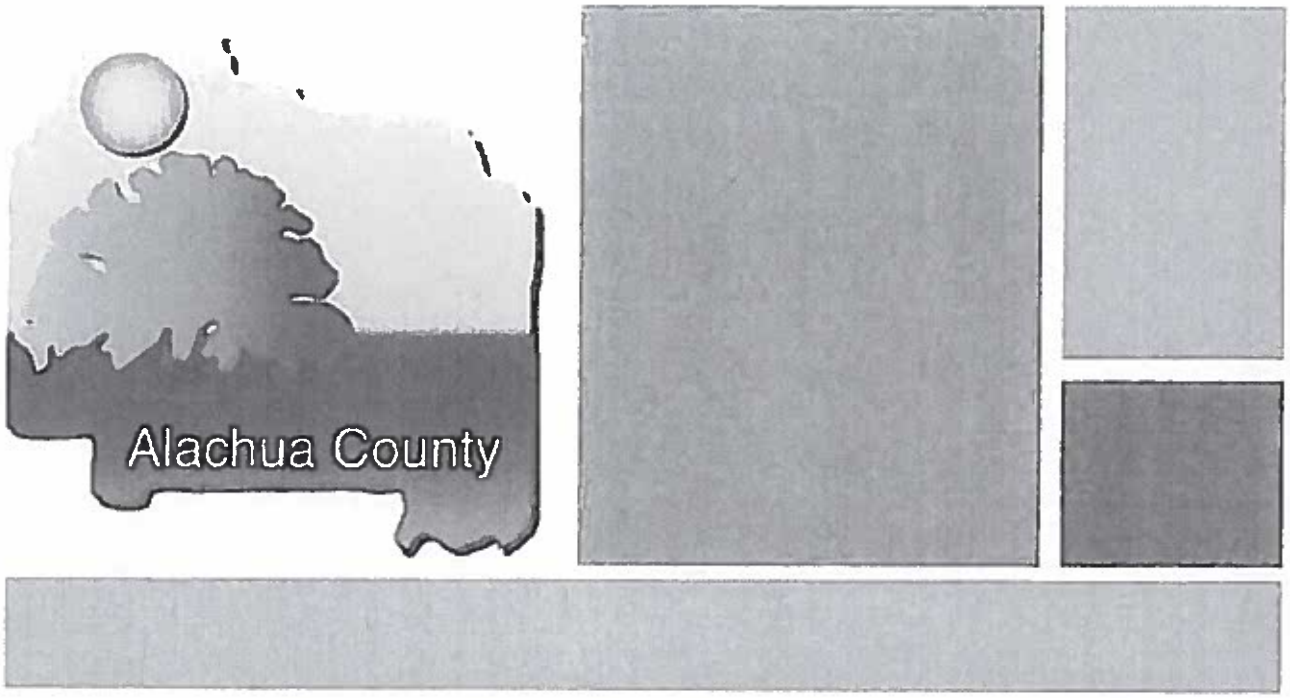
ORGANICS RECYCLING FACILITY CONCEPTUAL DESIGN AND ECONOMIC FEASIBILITY STUDY

Alachua County | Alachua County, FL



HDR was retained by Alachua County to evaluate the feasibility of a county owned and operated organics recycling facility. The evaluation included preparation of a conceptual site model, a conceptual operations plan, an evaluation of the permitting process and a financial feasibility model. HDR developed the organics recycling biomodule process specifically to utilize organic materials generated by the Alachua County free marketplace. By charging a lower cost than conventional landfilling, the project is expected to attract organics from local businesses, such as restaurants, grocery stores and landscaping services. The stabilized organic material produced can then be beneficially used locally. The organic recycling biomodule is a low-technology technique to process organic waste materials for biogas generation and utilization, and ultimately converts the remaining solids into compost. HDR created a site-specific design based on anticipated organic waste flow rates, and presented operations considerations that involved materials handling, mixing and biomodule filling.

Also, as part of the detailed conceptual design, HDR proposed an odor control system consisting of a biofilter and/or carbon filter. HDR utilized other environmental protection systems and operations that can be implemented to eliminate ground/surface water contamination and odor and gas emissions. HDR's conceptual technical approach involves the sequential application of anaerobic degradation, aerobic decomposition and waste mining within reusable biomodules. Final composting and curing of the excavated materials will be accomplished prior to the use of the stabilized material for organic soil amendment, land reclamation or similar beneficial uses. Biodegradation of the organic waste in the organics recycling biomodule is enhanced through leachate recirculation coupled with biogas collection in the anaerobic phase and air injection in the aerobic phase. The project is expected to realize sustainability by being reusable, thereby eliminating the need for new land for future incoming organic waste.

Key Features

Potential benefits of the organic recycling biomodule include:

- Greenhouse gas collection efficiency
- Reduced vehicle emissions
- Reduced landfilling of potentially recyclable materials
- Beneficial use of final product
- Contributing to Florida's 75 percent recycling goal
- Renewable energy source
- Revenue generation

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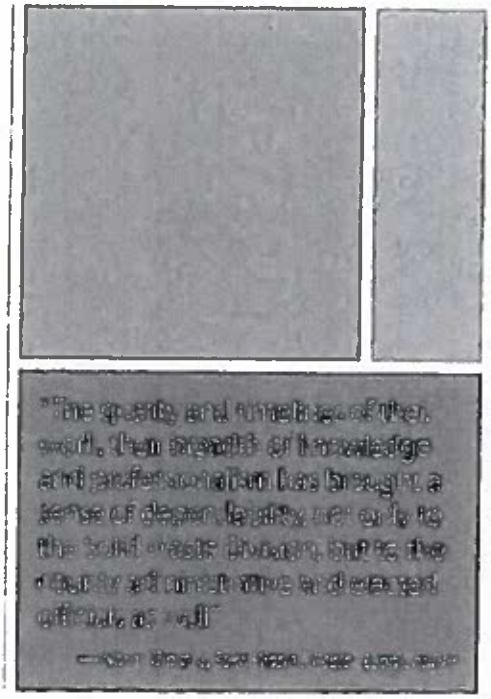
ORGANICS RECYCLING BIO-MODULE DEMONSTRATION PROJECT

Leon County | Leon County, FL



Leon County asked HDR to conduct a demo project to determine how HDR's bio-module design would work with the county's specific waste composition of available organic waste materials. This demonstration project was valuable because HDR was able to determine the logistical challenges of acquiring, mixing and loading the feedstock, and evaluate the design and operational details of the bio-module.

The pilot project consisted of HDR constructing the 115 cubic yard flexible vessel made of 60mil HDPE. This specially designed sealed vessel consists of a fluid recirculation and distribution system and biogas collection system piping. It is constructed as a prototype to process the waste stream that the county anticipates it can divert from their current program of mixed MSW landfill disposal. Consumed pre and post consumer waste, yard waste and bio solids were collected, shredded and mixed prior to placement in the bio-module. The fluid recirculation system allows the materials to drain but also remain moist for accelerated decomposition with a fairly uniform moisture content of 40-50 percent. The biogas collection system pulls gas generated from the decaying organics within the bio-module.

HDR is currently monitoring both quantity and quality of biogas being produced. The current methane concentrations are 15-25 percent methane and lower than generally estimated due to the small size of the bio-module and the less than optimum quality of the feedstock. Future organic waste diversion for bio-module processing will include a greater percentage of food waste closer and other wet organic sources versus dryer organics such as wood chips, shredded soiled paper and cardboard. The mixture for this demonstration project was closer to 20 percent wet organics whereas the optimum would be closer to 50%. HDR will develop a gas generation curve specific for this particular waste stream in the bio-module.

HDR will continue to monitor the temperature and moisture content in bio-module as anaerobic decomposition, and will also survey the bio-module surface to measure the volume reduction over time within the bio-module.

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ALTERNATE TECHNICAL PROCUREMENT, MTS NEGOTIATIONS & LONG-TERM DISPOSAL OPTIONS,

DSNY | New York City, NY

DEPARTMENT OF SANITATION
JOHN J. DOHERTY
Commissioner

REQUEST FOR PROPOSALS FOR NEW AND EMERGING SOLID WASTE MANAGEMENT TECHNOLOGY

Procurement Identification Number (PIN): 82712RR00028

Authorized Agency Contact: Sarah Dellinar, Bureau Contracting Officer
DSNY Bureau of Long Term Export
44 Beaver Street, 12th Floor
New York, NY 10004
Telephone: (212) 437-4508
Fax: (212) 269-0788
E-Mail: sdellinar@dsny.nyc.gov

IT IS ILLEGAL TO ENGAGE IN PRACTICES THAT UNDERMINE OR THWART THE FAIR AWARD OF THIS CONTRACT RELATED TO THIS RFP. EVERY EFFORT HAS BEEN MADE TO ENSURE THAT THE AWARD OF THIS CONTRACT IS BASED ON JUST AND FAIR PRACTICES. CRIMINAL VIOLATIONS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

THE NEW YORK CITY COMPTROLLER IS CHARGED WITH THE AUDIT OF CONTRACTS IN NEW YORK CITY. ANY PROPOSER

THE CITY OF NEW YORK DEPARTMENT OF SANITATION

Key Features

- Project intended to look at diversification of means of waste disposal for the City
- Pilot project up to 450 tpd, which if successful, can expand to 900 tpd
- No changes to DSNY collection practices, so waste received would be as collected
- Procurement open to thermal, biological, chemical technologies, or a combination, but excluded conventional waste-to-energy and RDF combustion systems.
- Successful Proposer would fund the project, and the City would pay a tip fee.

HDR has been DSNY's solid waste program management consultant since 1994, providing it with a broad range of engineering, planning, procurement and economic analysis support. HDR assisted in developing three iterations of the Solid Waste Master Plan (SWMP), and two supporting FEISs that evaluated the potential for significant adverse impacts at approximately 25 alternative solid waste facility/site options, including the 10 sites approved in the SWMP. HDR is the lead consultant on permitting the four Converted Marine Transfer Stations (MTSs) including solid waste and marine permits. HDR led the procurement of transfer-transport and disposal contracts from four private transfer station sites, and transport and disposal contracts from four Converted MTSs, including RFP preparation, proposal evaluation and contract negotiation. HDR also leads the procurement effort on DSNY's Alternative Technology procurement currently underway.

HDR continues in its role as serving as DSNY's solid waste consultant. To date, HDR has assisted DSNY implement long term land-based disposal contracts for four of the five boroughs (Staten Island, Brooklyn, the Bronx and Manhattan), with contracts valued in excess of $3 billion. These contracts involve transfer and disposal at landfills and energy from waste facilities over a twenty year period. HDR continues to support DSNY in the negotiation of the 20 +year transfer-transport and disposal services contracts from four MTS's.

On March 6, 2012, DSNY released a request for proposals for the development of a new and emerging solid waste management technology facility at a site in or near the city. The pilot facility will accept a small portion of residential and institutional waste collected by the City, and convert the waste into a renewable source of energy/recovered materials. HDR is assisting DSNY in the ongoing evaluation of proposals.

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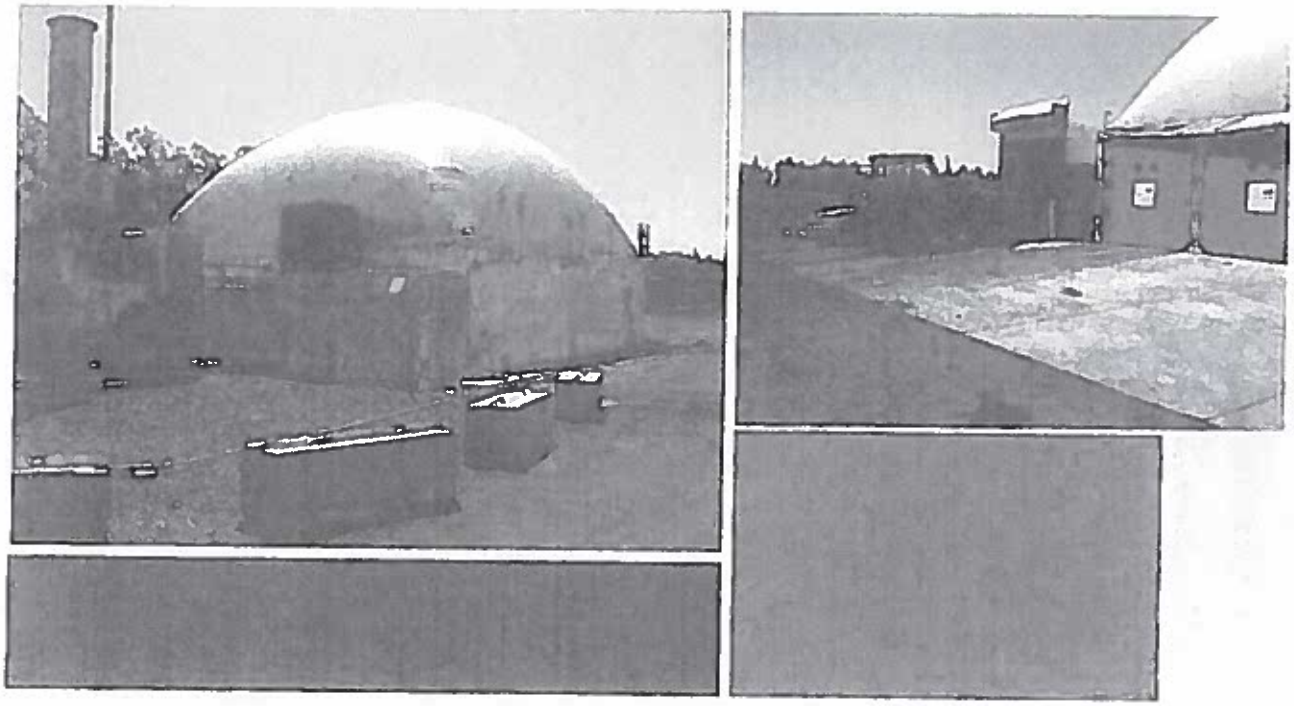
DRY FERMENTATION FACILITY DEVELOPMENT

Monterey County | Monterey, CA



Key Features

- Project intended to demonstrate dry fermentation technology using combined yard/ food wastes
- Includes combined heat/power internal combustion engine to both produce electricity and surplus heat for digestion process
- Cooperative agreement between waste management district and technology developer

Monterey County recently initiated its demonstration dry fermentation facility provided by Zero Waste Energy (ZWE). The plant was constructed to serve as a pilot sized facility to process wastes from the San Jose region as a precursor to the pending facility in San Jose.

Monterey retained HDR to assist in the review and consideration of the facility. The technology employs a dry fermentation in four modular units that enable both the county and ZWE to explore the issues associated with the facility prior to initiating the process in San Jose.

The facility is equipped with a biogas capture system that produces electricity using a combined heat and power internal combustion engine which provides electricity to the adjacent waste water treatment facility and heat for the digestion process.

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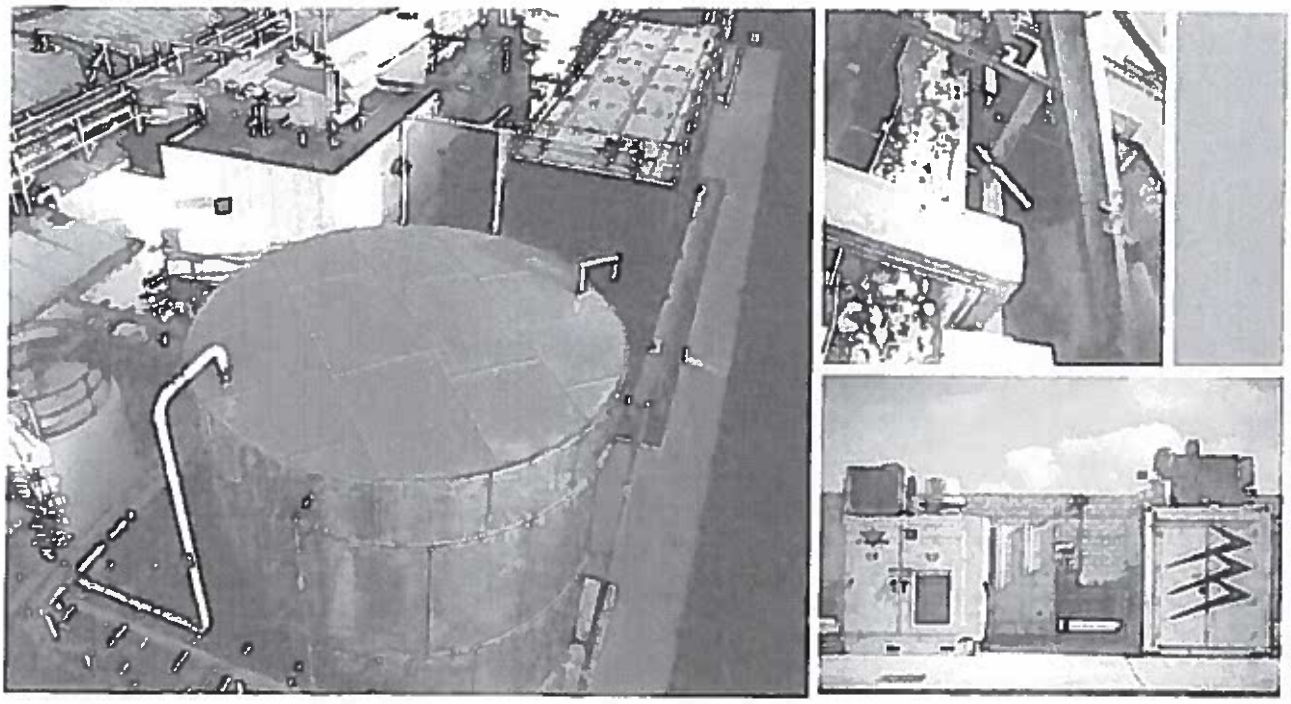
ADVANCED ENERGY RECOVERY SYSTEM FROM FOOD WASTE

Gills Onions | Oxnard, CA



Key Features

- American Council of Engineering Companies, Grand Conceptor Award, 2010
- First food processing facility in the nation to produce fuel cell energy from its own waste
- Onion juice extracted from onion peels is treated in a high-rate anaerobic reactor to produce methane-rich biogas
- Biogas is treated and powers two fuel cells that provide electricity for the processing plant

HDR worked with Gills Onions to take its Advanced Energy Recovery System (AERS) from an energy saving concept to a ground-breaking $9.5 million system that will pay for itself in less than six years and reduce its operational carbon footprint.

HDR designed and installed a system to grind and dewater onion peels to reduce waste by 75 percent. This was achieved using two stages of grinding and pressing to produce 30,000 gallons per day of onion juice and 20 tons per day of onion cake.

The cake is hauled to the California Central Valley as cattle feed ready for consumption. The juice, with more than 60,000 mg/L of COD, is digested in a high-rate upflow anaerobic sludge blanket reactor (UASB) supplied by Biothane in Camden, N.J. The 100 cfm of methane-rich biogas generated in the reactor is treated to remove moisture and sulfur compounds and used to feed two 300-kW fuel cells manufactured by Fuel Cell Energy of Danbury, Conn.

Fuel cells were selected over more conventional combined heat and power generation systems because of their lower atmospheric emissions and reduced carbon footprint. The 0.6 MW of electricity generated continuously supplies more than 80 percent of the Gills Onions processing facility base load. The heat required to maintain the UASB at 95°F is recovered from an existing 850-HP natural gas engine driving an air compressor. Heat from the fuel cell exhaust gases will be recovered in a new process the project team is currently developing.

The Gills Onions AERS has received nationwide attention for innovative technology and renewable energy production. The American Council of Engineering Companies awarded the project its prestigious Grand Conceptor Award in 2010.

Sempra Energy awarded Gills Onions $2.7 million as part of the renewable energy Self Generation Incentive Program. Gills Onions will also receive $3 million in investment tax credits from the federal government for the use of fuel cells.

The AERS project results in $1.1 million of operational cost savings per year. The project was delivered on time, and the plant has been fully operational since its ribbon-cutting ceremony in 2009.

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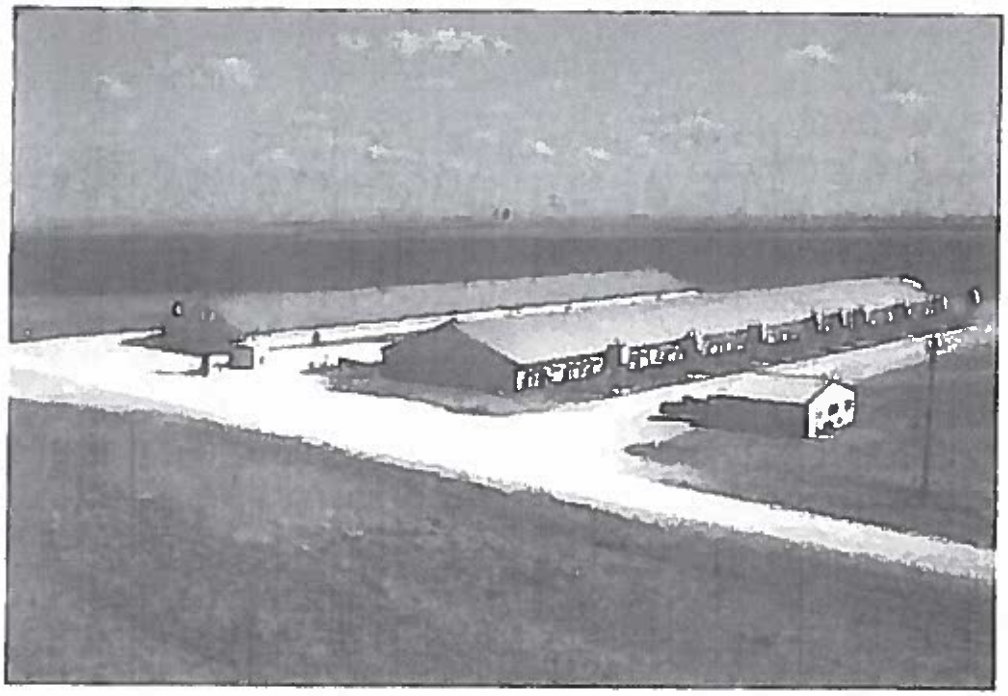
ANAEROBIC DIGESTION AT SWINE FARMS

Cargill Pork, Premium Standard Farms Swine Farms, Somerset Farm, Hedgewood Farm, Smithfield Foods | Various Locations



HDR is one of the country's leaders in treatment of farm/agricultural wastes from cattle, swine and poultry operations. HDR and our team members have been involved on over 20 cattle and swine waste treatment facilities nationwide. Most include anaerobic digestion with subsequent beneficial reuse of the methane gas. Our agricultural waste treatment systems run from simple low-tech lagoon-style systems to high-rate reactors with fuel cell cogeneration (as was used at Gills Onions). The following represent some of our more challenging projects.

Key Features

- Alternative feedstock (manure)
- Anaerobic process
- Biogas recovery and beneficial use

Sandy River Farm, Cargill Pork | Morrilton, Arkansas

Waste treatment facilities were designed in 2006 and constructed in 2007 to treat manure waste from both a sow farm and a finishing farm located near Morrilton, Ark. The project included the design, construction-phase services and start-up services through the first year of operation of the swine manure waste treatment system. HDR established design waste loads and flows based on owner-furnished pig types, numbers and average weight per type. Cargill Pork's engineers for the sow and finishing farm designed the manure collection system to bring the waste to a manhole located at the corner of the swine farm. Collected manure waste is pumped to an anaerobic digester where biogas is collected and utilized in facility mortality incinerators or flared.

S-5 Farm, Premium Standard Farms Swine Farms | Dalhart, Texas

This project was for a 10,000-head sow farm that produces and cares for piglets until they are weaned. The project consisted of: 1) fine screening and pumping facilities, 2) an HDPE-covered and lined anaerobic digester with biogas collection, 3) biogas handling facilities and a biogas-fired steam boiler for heating the anaerobic influent by direct steam injection, and 4) an HDPE-lined aerated lagoon with loading surface aeration before the waste entered existing storage ponds.

WF-1 Farm, Premium Standard Farms Swine Farms | Dalhart, Texas

This project was for a 108,000-head wean-to-finish farm that takes the piglets from the sow farm and raises them to market weight. The project consisted of: 1) pumping facilities, 2) an HDPE-covered and lined anaerobic digester with biogas collection, 3) biogas handling facilities and a biogas-fired steam boiler for heating the anaerobic influent by direct steam injection, and 4) an HDPE-lined aerated lagoon with diffused aeration, 5) a biosolids settling pond, and 6) a storage pond.

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RENEWABLE ENERGY ANAEROBIC DIGESTER PROJECTS

BioStar Systems | Sonoma County, CA and Johnson County, MO

BioStar Systems

HDR provided preliminary design for a renewable energy project to convert poultry waste from multiple egg production operations in Sonoma County. The foundation of HDR's design is based on bench-scale research conducted by UCD's Dr. Zhang, and funded by Biostar Systems.

Dr. Zhang and her research team are providing the necessary testing to confirm projected biogas production rates from digestion of local chicken manure with a seven percent TS content. HDR's anaerobic digestion process lead, Pepi Ursillo, met with Dr. Zhang, her research team, and Biostar at UCD in July 2010 to review bench-testing protocol and preliminary results to help understand these findings and their impact on full-scale design for the Sonoma facility.

Key Features

- Manure feedstock
- Anaerobic process
- Beneficial reuse of treated by-product (digestate)
- Biogas reuse in fuel cell and cleanup/sell back to PG&E
- Effluent treatment processes

The facility was designed to convert a combined 53,000 tons per year of manure and mortality to the natural gas energy equivalent of 250,000 MCF per year and 16,000 tons per year of dry granulated sludge. Process components include feedstock receiving and treatment, anaerobic digesters, digester gas scrubbing with use either in a 300 kW fuel cell or discharge into the PG&E natural gas pipeline, centrifuge dewatering, bio-solids drying and bagging. Odor control scrubbers and an emergency flare system were also included.

The dried product will be marketed as a commercial fertilizer. Process liquid will either be further treated to reduce ammonia or discharged to a municipal wastewater system. This project is part of a sustainability program for the Sonoma County Water Agency to make the agency energy neutral. HDR also provided preliminary design for a second renewable energy system for Biostar in Johnson County, Miss., also treating chicken manure. This system was designed to recover and clean biogas generated at the facility to produce pipeline-quality gas and inject it into the local utility's natural gas transmission line.

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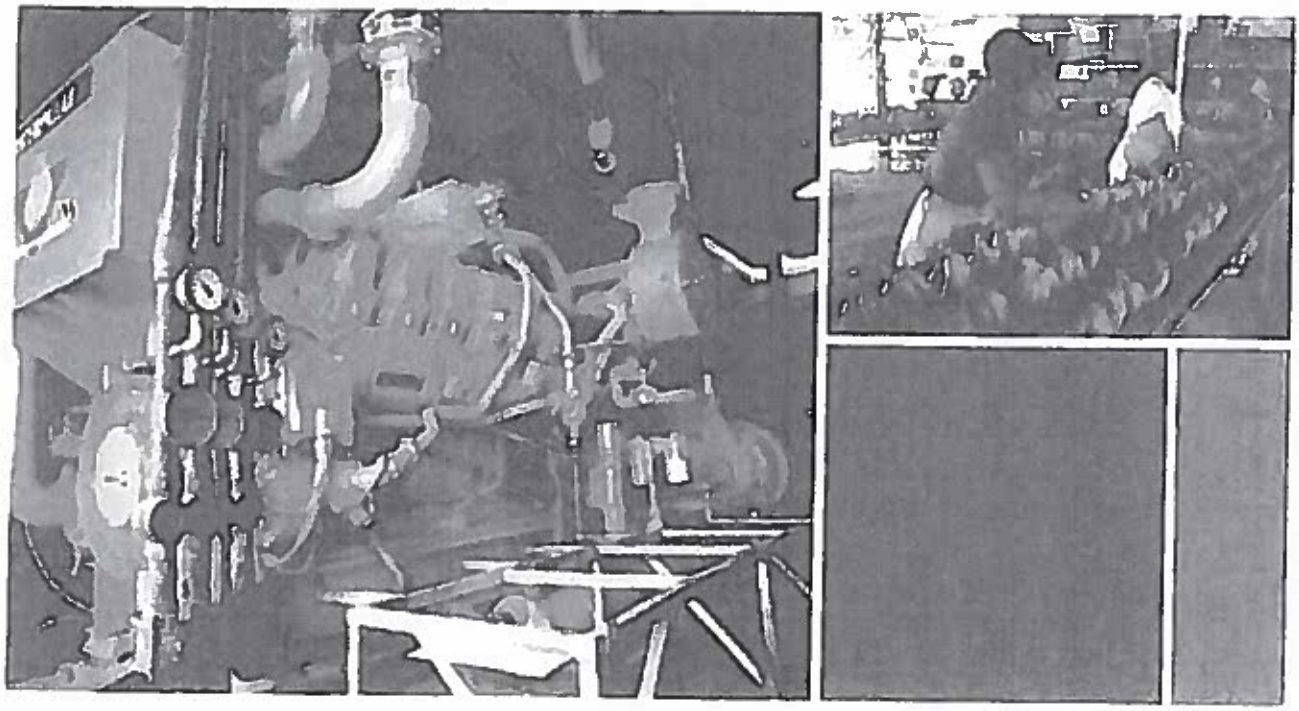
ORGANIC WASTE-TO-ENERGY PLANT

Chiquita Brands International, Ltd. | Guapiles, Costa Rica



HDR is providing engineering services for the development of a waste-to-energy anaerobic digestion plant that would process banana and pineapple peel waste to generate energy. Chiquita hopes that this plant will bring it closer to its goal to become energy self-sufficient.

HDR is evaluating the use of various anaerobic digestion processes to generate methane gas (biogas) from the peel waste and to use this gas to produce power and heat. HDR conducted a site visit in early 2011, followed by treatability studies to evaluate anaerobic digestion of peel waste, assess methane gas production rates, and characterize the available banana and pineapple waste streams for their suitability for the proposed facility.

HDR will also evaluate current practices, local conditions and regulations in our conclusions to guide the development of practical solutions to meet the needs of the location and requirements of the project and Chiquita corporate offices.

Key Features

- Food waste stream with high cellulose content
- Anaerobic digestion
- Biogas reuse using cogeneration
- Raw waste handling/ pretreatment prior to digestion

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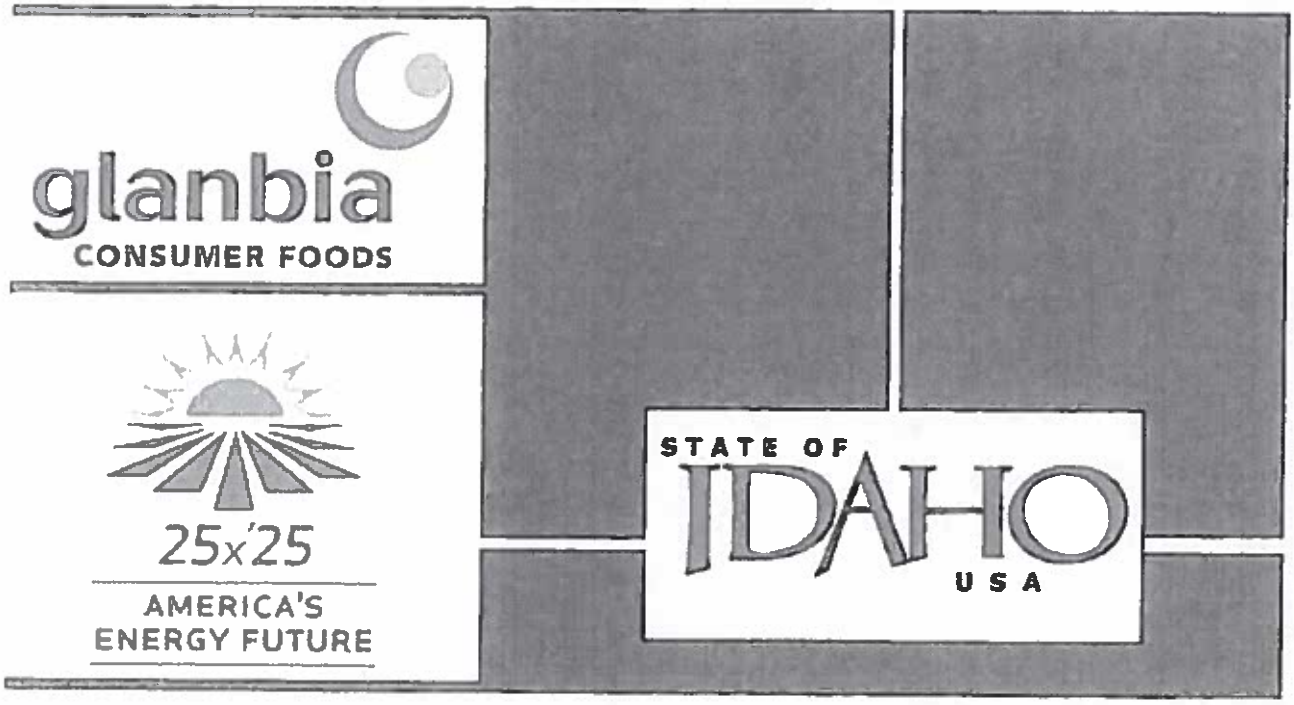
ANAEROBIC DIGESTION IN THE FOOD AND BEVERAGE INDUSTRY

State of Idaho and Glanbia Foods Inc , 25 x 25 Renewable Energy Council | Boise, Ada County, ID



Key Features

- Generated database of food processing industry wastewater in Idaho
- Projected biogas potential from all food processors in Idaho using AD

In September 2007, Idaho Governor Butch Otter signed an executive order stating it is the goal of the state of Idaho that 25 percent of Idaho s energy needs be provided through renewable sources by the year 2025 from farm, ranch, timber and other working lands, while continuing to produce abundant, safe and affordable agricultural products. An establishment called the Idaho 25 x 25 Renewable Energy Council was initiated under this order to develop a coordinated approach to attain this renewable energy goal. One of the councils tasks is to segregate and quantify the energy that could be obtained from a variety of renewable sources including wind, solar, biomass, geothermal and anaerobic digestion. A subcommittee was formed to specifically evaluate the energy that could be obtained through the anaerobic digestion of process wastewater from Idaho's food and beverage industry.

Wastewater generated during the production of food and beverage products is typically characterized by high chemical oxygen demand (COD). High COD wastewaters favor anaerobic digestion as a treatment method for several reasons including low excess sludge production, relatively small treatment system footprint and low overall energy requirements. For these reasons, anaerobic digestion is already practiced by several Idaho food processors.

HDR prepared a summary report addressing the potential for anaerobic digestion of food and beverage processing wastewater in Idaho. The report:

- Describes and identifies the number of Idaho food and beverage companies that could feasibly employ anaerobic digestion for treatment of wastewater from their processing operations
- Quantifies the biogas (and energy value) that could be generated from anaerobic digestion of the process wastewater from the Idaho food and beverage industry
- Estimates the quantity of biogas that is currently produced by anaerobic digestion of food and beverage process wastewater in Idaho
- Estimates the quantity of biogas that is currently recovered and utilized from anaerobic digestion of food and beverage process wastewater in Idaho
- Identifies potential uses for captured methane

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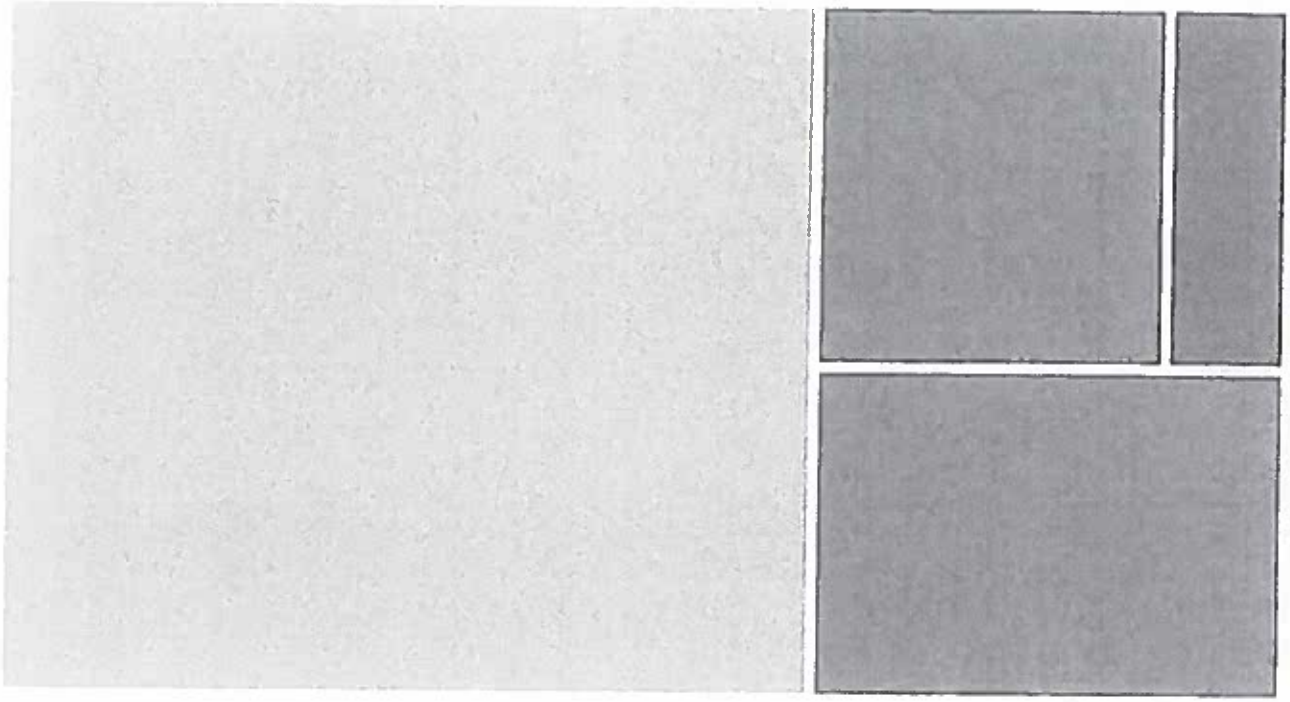
BIOGAS ENERGY RENEWABLE NATURAL GAS PROJECT

Confidential Client | CO



HDR is performing planning, preliminary design, and design-build pricing of a proposed confidential renewable energy development facility that will digest manure and organic food-processing residuals (substrate) to produce renewable natural gas (RNG) with an annual value of 1.5 trillion BTU. The facility will use six 1.7 million gallon low-solids tank digesters.

Key Features

- Merchant codigestion facility for manure, food processing wastes, FOG, supermarket waste, and restaurant waste.
- Projected 6.5 million cubic feet of biogas generated per day

The biofuel would be conditioned to pipeline quality gas using wet scrubbers, and then sold to a regional natural gas utility as a RNG. Digestate from the facility will be dewatered and the residual dewatered material will be composted or utilized for cow bedding at the dairies where the manure is generated. Liquid effluent will be stored and utilized for it agronomic value via irrigation.

The project is currently receiving corporate final approval after which HDR will design and build the facility.

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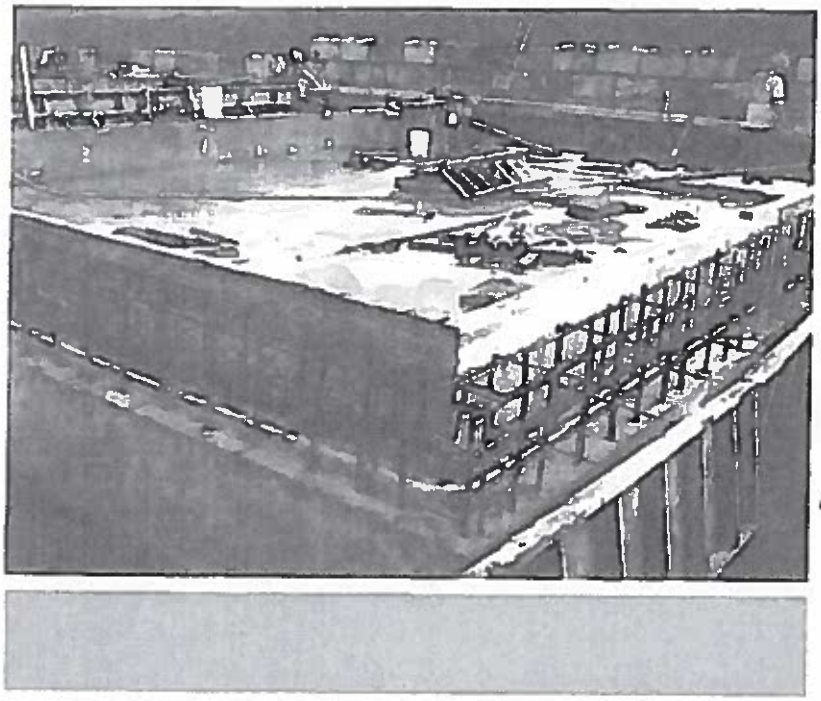
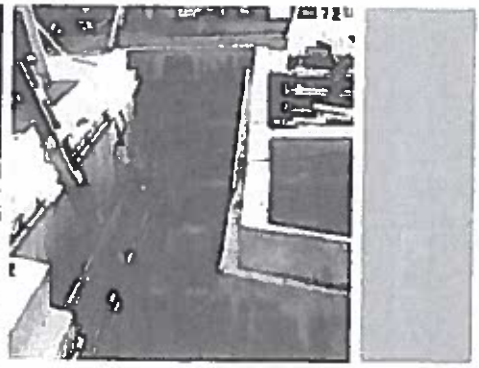
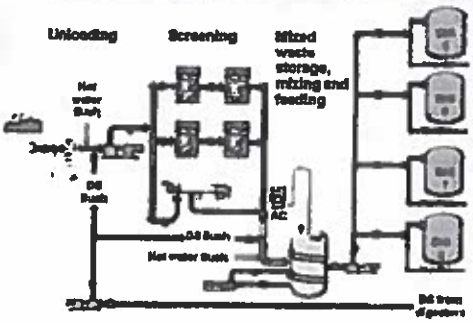
ANNACIS ISLAND CO-DIGESTION FACILITY & ENERGY RECOVERY

Metro Vancouver | Vancouver, British Columbia, Canada







Metro Vancouver (Metro) is a regional government agency that operates several wastewater treatment plants in the Vancouver metropolitan area. The Annacis Island Wastewater Treatment Plant (AIWWTP) is the largest secondary treatment plant in British Columbia and serves approximately 1 million people.

The AIWWTP processes sewage flows of approximately 131 MGD and the treated effluent is discharged into the Fraser River. Approximately 12,000 dry tonnes of biosolids are produced from a thermophilic anaerobic digestion process and centrifuge dewatering at 24-34 percent solids concentration.

Recovering energy from liquid waste and biosolids is one of metro Vancouver's goals for managing liquid wastes affordably and effectively. Codigestion has several merits for Metro, including increasing biogas production, reducing greenhouse gas emissions, reducing untreated discharges and mitigation for other WWTPs.

The objective of the codigestion facility project is to design and construct a facility at the AIWWTP to test a variety of available feedstocks for direct feeding into the anaerobic digesters. The codigestion facility is a full-scale pilot facility that will confirm the feasibility of the technology and can be expanded in the future.

HDR developed the process design, including process flow diagrams, of a codigestion facility at Metro's 500 ML/day (130 MGD) Annacis Island WWTP. The facility includes a receiving station, screening, grit removal, a heated storage tank, a storage tank mixing pump, a digester feed pump and other support facilities.

Wastes to be accepted include fats, oils and grease from grease trap haulers, spoiled milk, crude glycerin, industrial DAFT float, deicing fluid, chicken processing waste and thickened primary sludge from other Metro wastewater treatment plants. Wastes will be fed into existing 16-meter (52-foot) -diameter anaerobic digesters for enhanced biogas production. The codigestion facility will be automated.

The engineer's cost estimate for the co-digestion facility was $2.3 million (CAN). Bids were received in May 2010 and the low bid was approximately $2.1 million (CAN). Facility construction was completed in 2011.

Key Features

- Facility provides maximum flexibility for accepting various types of wastes and at half the cost of previous planning study
- Beneficial reuse of other waste streams using existing digesters
- Additional biogas production for power production, expanding the use of existing cogeneration facilities

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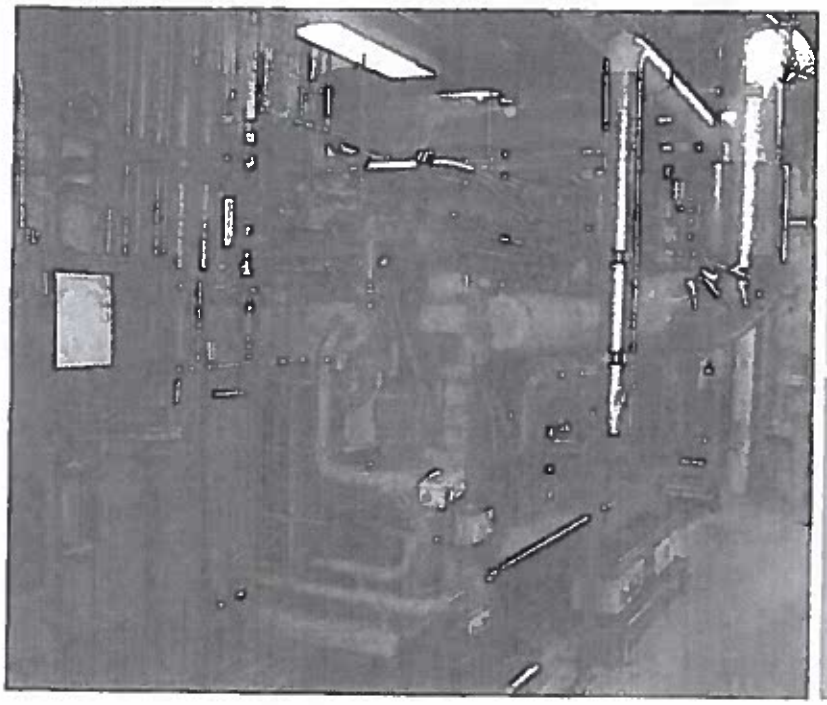
BUDD INLET WASTEWATER TREATMENT PLANT COGENERATION FACILITY

LOTT Alliance | Olympia, WA



HDR provided permitting support, alternative funding support, design engineering and construction support services for a 335 kW digester-gas fueled cogeneration system at the Budd Inlet wastewater treatment plant for the LOTT Alliance (cities of Lacey, Olympia and Tumwater, and Thurston County).

Using the design-build alternative delivery method, the project was installed in just under a year, meeting a deadline for significant funding from Puget Sound Energy which provided 70 percent of project costs, and minimizing disruptions at the plant.

Key Features

- Extensive involvement with LOTT staff
- Design of LOTT's cogeneration facilities

The first phase of the project included analysis of digester gas production rates and gas quality, plant heat needs and electrical demands, and development of conceptual plans to support the guaranteed maximum price. Gas production was carefully calculated, including storage capacity of the existing floating cover digesters to optimize engine sizing, thereby reducing life-cycle costs. To satisfy plant needs while meeting fuel treatment performance requirements, workshops were held with plant staff to discuss the pros and cons of different gas treatment technologies, including sessions with technology vendors.

The second phase involved finalizing equipment selection and construction document preparation to provide a new digester gas treatment system, 335 kW reciprocating engine-generator, heat recovery systems for the engine package, two hot water boilers, associated piping, valving and controls.

All waste heat was designed to be sent to plant effluent, avoiding the noise of waste heat radiators. The engine was integrated into existing plant electrical and hot water systems. Controls were integrated with existing plant SCADA. Locations of gas treatment systems were modified during the project to improve access for operations and maintenance.

The design-build of the new cogeneration facility was a critical component to the mechanical systems of a new administration building and its ability to achieve LEED status due to heating and energy from a renewable resource. Construction was completed in November 2009. Total project value was $1.9 million.

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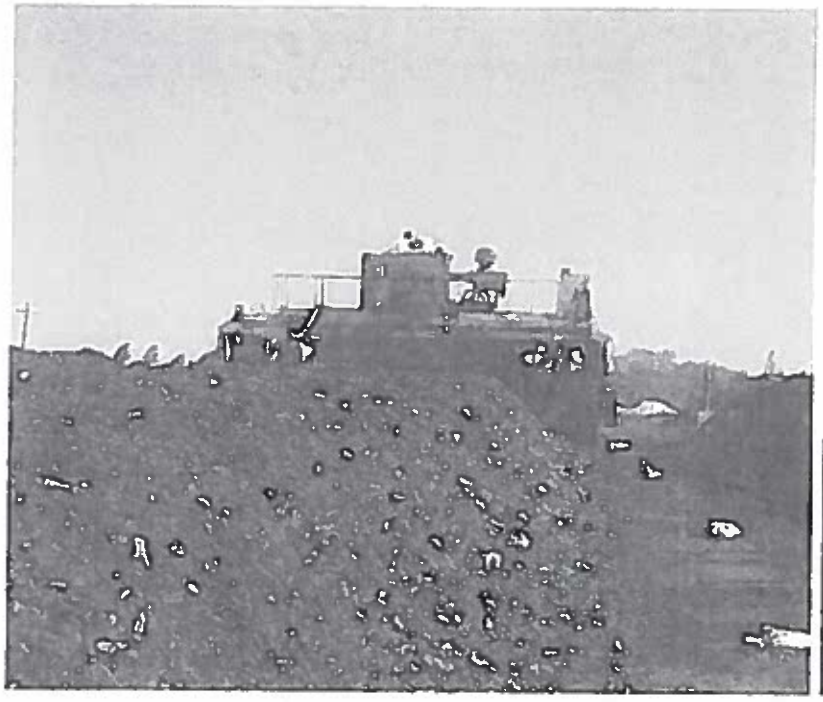
ORGANICS COMPOSTING FACILITY (FOOD, MUNICIPAL AND YARD WASTE)

Recology | Bay Area, CA



Recology
WASTE ZERO

HDR is assisting a private composting company in an ongoing project consisting of the analysis, design and construction of various aspects of expanding and renovating a composting facility as a part of the development of a business plan. The plan outlines the development of a mixed organics/food waste program and potentially mixed municipal solid waste program as an alternative to transfer and dispose of these materials. The goal of the facility is to be capable of processing the mixed municipal waste materials in such a way as to allow extraction of a wide variety of potentially valuable materials including syngas, volatile organic acids, fiber pulp, recyclable materials and compost feedstock.

This planning project led to HDR being retained to develop various design modifications to the facility as well as preparing a design for a new facility the company wished to develop. The modifications to the existing facility included the preparation of designs for improved entrance facilities, processing and grinding facilities and overall site drainage issues.

Further, HDR was retained to prepare site planning and designs for a new facility to accommodate the increased throughput. HDR's role included the conceptual design, permitting and environmental impact report of a regional organics facility serving the greater San Francisco Bay Area region. HDR was retained to prepare the facility design, evaluate the environmental impacts and assist in securing necessary permits for a modern regional organics facility that includes state-of-the-art aerobic and anaerobic processes. Treatment technologies explored include windrow composting, micro pore cover composting, and aerated static pile composting, in addition to anaerobic digestion. Our analysis included comparing various types of aerobic technologies that could comply with the rigorous air emission standards of the Bay Area and the central valley. Our efforts also included the preparation of site configuration design and facility sizing based on a variety of possible tonnage throughput rates using a variety of possible treatment technologies. We also developed an anaerobic digester component in the design for both renewable energy production and as an emission reduction element. HDR was also tasked with preparing an environmental impact report as well as facilitating stakeholder and public outreach.

The company has since purchased an existing operating compost facility in lieu of developing the new facility discussed above. They are retaining HDR to prepare an evaluation of a variety of longterm planning issues such as a new receiving and grinding operation, new storm water basins, and an overall master plan for expansion. We are currently designing the new entrance, receiving and grinding facility.

Key Features

- Commercial scale (2,000 tons per day) compost facility sizing and capacity analysis using a variety of different types of operating modes
- Water balance analysis
- Pre and post processing systems analysis

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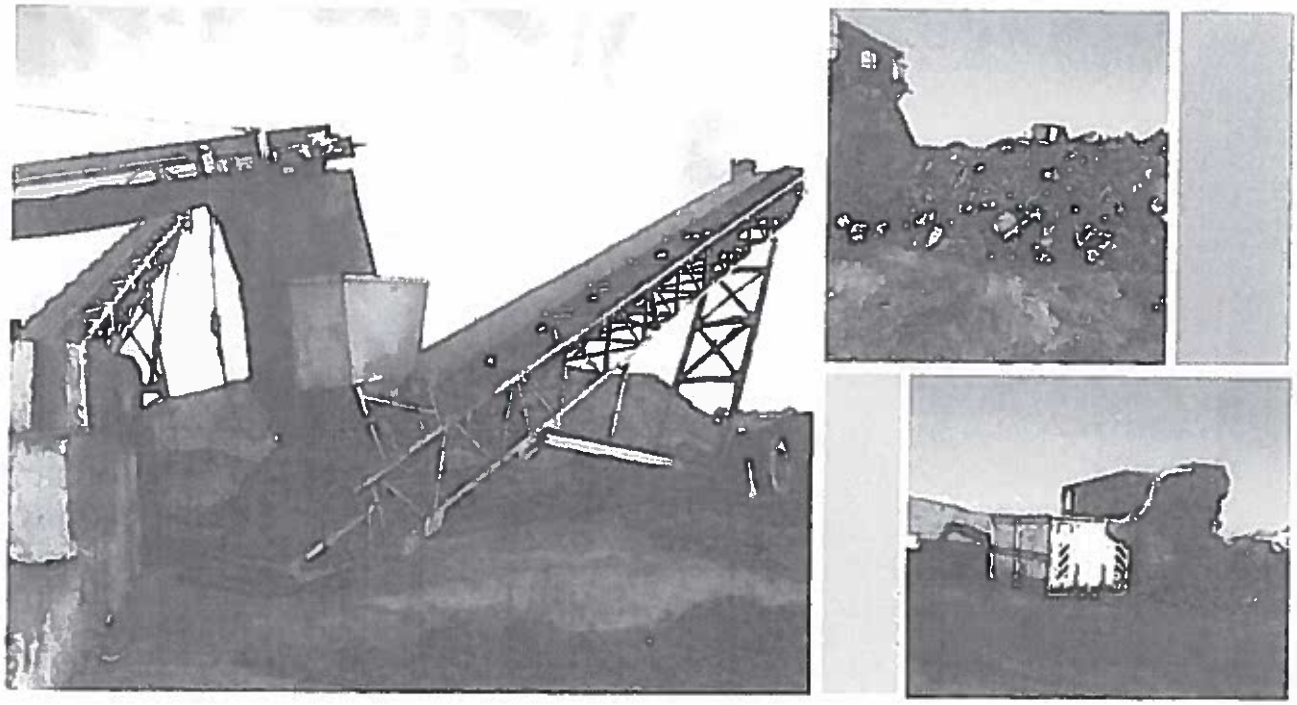
COMPOSTING FACILITY EXPANSION DESIGN & OPERATIONS IMPROVEMENTS

Grover Compost, Vernalis California and Jepson Prairie Organics | Dixon, CA



Key Features

- 2,000 ton per day compost facility serves greater San Francisco Bay Area
- Developed facility master plan using variety of operating methods
- Designed expanded receiving/processing facility and storm water management systems

Recology (formerly Norcal Waste, owner of Grover) retained in a variety of expansion improvement and operational modifications. Recology purchased Grover to aid inserving the greater San Francisco Bay Area in the diversion of organic wastes. Our efforts in developing a compost facility master plan included expansions to the facility pre-processing capacity. Other improvements included electricity improvements (to reduce emissions caps due to diesel generator for key grinding equipment), water supply, storm water management and containment. The site traffic pattern was refined to reduce crossing traffic and maximize the distribution of organic materials from the pre-processing area into the compost windrow system and through to the final screening and product sales process. Assistance to the Jepson Prairie facility includes a new entrance, truck queuing and scaling facility to expedite arriving vehicles into the site. Other improvements included consideration of altering the then open-windrow process into an aerated static pile operation. We are currently assisting Recology in the preparation of pond liner and surface water pumping system designs.

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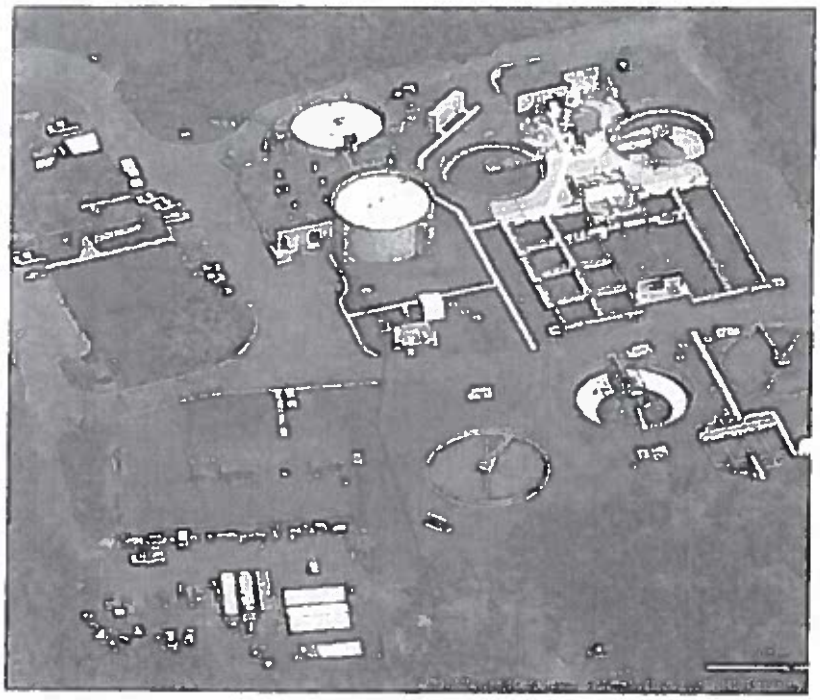
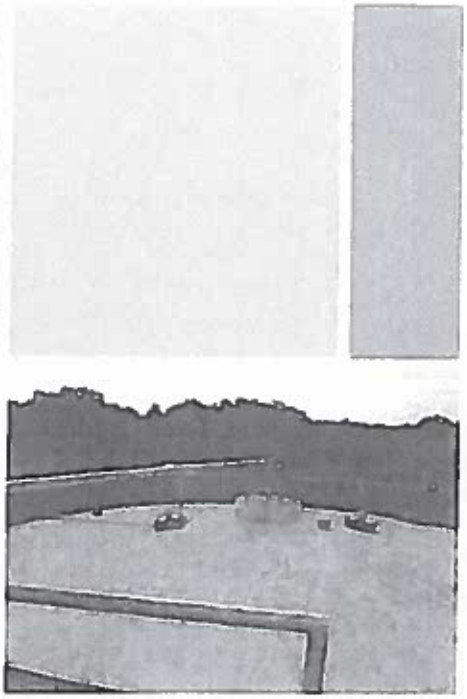
SUSTAINABLE ENERGY PROJECT

Village of Ridgewood | Glen Rock, NJ





Key Features

- Provide a biogas driven generator system that will provide power for use within the plant
- Retrofit existing chlorine contact tanks to employ Ultraviolet (UV) Disinfection and eliminate chlorine use in the treatment plant
- Place photovoltaic panels to generate electricity to offset existing utility purchases. The solar panels added at the Ridgewood WPCP in the grassy area in front of the Administration building will be designed and installed by a solar power contractor

HDR s the design engineer for the Sustainable Energy project at the Village of Ridgewood Water Pollution Control Plant located at 561 Prospect Street, Glen Rock, NJ. The project will be privately financed through a joint venture between Middlesex Water and Natural Systems Utilities (NSU) known as Ridgewood Green RME. They have the contractual agreement with the Village of Ridgewood for the Sustainable Energy project. The project will maximize the utilization of renewable energy resources at the Village of Ridgewood Water Pollution Control Facility (WPCF). In addition to the key features on the left, the technical approach includes the following components:

- Fully utilize the excess treatment capacity of the existing digester system by providing a liquid waste receiving, holding and feeding system to deliver additional feedstock to the digesters that will increase biogas production;
- Provide cleaning and storage for biogas production from the digester system to allow flexibility in the operation of sludge heating and electricity generating system to utilize the gas produced from the digester system;

The liquid waste receiving station design will include an 11,000 gallon receiving tank, feed pump, and mixing pump. The waste will be delivered via truck to the Ridgewood WPCF and pumped through screens into the insulated and heated receiving tank. This feedstock will be fed from the receiving tank to the existing anaerobic digester and will increase digester gas (biogas) production. Instead of flaring or burning the excess biogas, the biogas produced in the digester will be will be fully utilized and fed to a gas conditioning system to remove impurities such as hydrogen sulfide (H2S) and siloxanes. The biogas will then be fed to a new combined heat and power reciprocating engine supplied to generate electricity for the treatment plant and heat for maintaining the digester operating temperature. The engine will burn the biogas and can produce up to 240 kW of electricity. The electrical power will be tied into the plant's main switchboard and power equipment at the plant replacing electricity purchased from the utility.

In addition to the combined heat and power engine, the Sustainable Energy project includes replacement of chlorine contact disinfection at the water treatment plant with UV disinfection. The UV disinfection system will eliminate the need for sodium hypochlorite feed to the plant effluent. The chlorine contact tanks will be modified to accommodate installation of the UV modules, and no major changes will be visible at the plant other than the electrical control panel and modules for the UV disinfection system.

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FOOD WASTE TO ENERGY FACILITY

Confidential Client | New York City, NY

HDR, as part of a design build team, is responsible for coordinating and integrating the process/mechanical design of a food waste to energy facility which will take source separated food waste from the municipal waste stream and produce biogas and energy. HDR Engineering is the lead firm in obtaining the New York City industrial wastewater discharge permit and is coordinating all of the technology providers for the process and engineering design and construction documents as the PE of Record for NYSDEC Permit 360 permit approach.

The food waste to energy processes include: waste receiving, de-sizing and segregation, wet anaerobic digestion with membrane bioreactor, decanter centrifuge dewatering, in-vessel aerobic compost tunnels composing curing and screening, odor control using biofilter system, and wastewater treatment using ammonia stripping and aerobic biological treatment. The anaerobic digestion process will produce biogas with a methane content of 60 to 70% which will be used to fuel a combined heat and power facility. The treated wastewater from the digestion process will contain up to 3000 mg/L of ammonia nitrogen and will require pretreatment before discharge to the NYCDEP city sewer system and POTW.

Both wet and dry anaerobic digestion technologies were evaluated including anaerobic membrane bioreaction which was selected. In-vessel composting and biofiltration alternatives were also evaluated.

Biological and physical/chemical treatment processes were considered for the high strength waste stream. The biological processes considered various forms of nitrification/denitrification processes for high strength ammonia wastes including SHARON, ANAMMOX and New York City's AT3 process. These processes were compared to an emerging vacuum distillation process. While the final selection is yet to be made, a preliminary selection of the vacuum distillation was based on a comparison of the size of the facility, preliminary cost estimates, energy requirements and consumable chemical requirements.

A preliminary 30% design was prepared as part of the NYSDEC 360 permit application.

Key Features

- Characterization of food waste streams
- Material balances for COD, solids and nitrogen to estimate biogas production and waste loads
- State and local permit application
- Preliminary engineering design documents
- Coordination of technology provides for pretreatment, anaerobic digestion, composting, ammonia removal and biofiltration

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SONOMA COUNTY COMPOST FACILITY SITE SELECTION, DESIGN AND EIR
Sonoma County, CA

HDR was selected to prepare a conceptual facility design and perform a site selection study and design for a regional compost facility to serve the Sonoma County and Waste Management Agency and its member jurisdictions. The purpose of the study is to replace a temporary compost facility operating on a portion of the county landfill. Using the county preferred site selection criteria, we employed a geographic information system (GIS) to screen thousands of possible sites to a short list of twenty potential sites. We are currently in the process of communicating the preferred sites with local stakeholders such as the wine growers and dairy associations. We prepared a site-specific conceptual design for the top three sites. In order to illustrate two extremes of site usage, we modeled two types of operations; a windrow process and a static aerated pile process. These different types of operations have differing impacts on the size of the operation as well as environmental issues such as storm water contact and associated run-off. Our work also included assisting in the development of an environmental impact report for project reflecting the preferred sites.

COMPOSTING FACILITY IMPROVEMENTS
City of Springfield | Springfield, MO

The city of Springfield retained HDR to evaluate the possibility of improving its brush and green waste processing program to produce a better product and reduce its cost. Our analysis included identifying a series of modifications to the facility to improve the receipt and staging of the materials, include a dedicated grinding process, and develop an open-windrow composting program.

COMPOSTING FACILITY PLANNING STUDY
Santa Cruz County, CA

HDR was retained to assist Santa Cruz County in preparation for developing a regional compost facility. Our efforts included preparing facility sizing based on a variety of possible tonnage throughput rates. We also prepared an economic model of the capital and operational cost of each component of the facility. The facility is a part of the county's zero waste diversion program in preparation of the closure of the Buena Vista landfill. We evaluated several dozen potential sites, using criteria we developed. Our analysis identified a preferred region which included a handful of potential sites. We are currently in the process of updating the County Board of Supervisors of our study. Our analysis is being used to solicit interest from the cities of Santa Cruz, Aptos, Watsonville and Capitola whereby each city will choose whether to participate in the ongoing development of the facility.

CONCEPTUAL DESIGN FOR THE PALO ALTO RECYCLING AND TRANSFER STATION AND COMPOST FACILITY

City of Palo Alto | Palo Alto, CA

HDR was retained to prepare a conceptual design and perform an economic analyses for the development of the Palo Alto recycling center and transfer station and compost facilities. The feasibility study included a conceptual project description, facility design, cost estimate and cost-benefit analysis. The project consisted of a recycling center to handle the city's curbside collected materials, a household hazardous waste facility, a recyclables drop-off center for the general public, a yard trimmings and wood processing area with composting, and a transfer station to transfer residual residential materials and refuse to the landfill.

ENCLOSED COMPOST (BIOSOLIDS) FACILITY MASTERPLAN

Virginia Beach, VA

HDR was retained to evaluate the feasibility of a citywide organics/composting facility. The services included preparing overall sizing and master plan calculations a variety of feedstock sources including mixed yard waste, food waste and the option to include biosolids. The purpose of the facility is to provide composting capacity that currently does not exist. The facility is envisioned to be enclosed to prevent fugitive emissions. The facility will capture and treat foul air to treat foul air using a biofilter. The new facility will receive approximately 35,000 tons of greenwaste and 15,000 tons of food waste per year. The master plan includes entrance scales, an unloading and pre-processing area, administrative management, active composting, curing and final product storage area.

RESIDUALS AND BIOSOLIDS COMPOST FACILITY MASTERPLAN

City of Carey | Carey, NC

HDR was retained to evaluate the feasibility of developing a residuals and biosolids master plan for the city of Carey, N.C. Our work included preparing several residuals management scenarios, each representing various treatment methodologies. Technologies considered included open windrow of various types of configurations and enclosed aerated static pile. The feedstock sources considered included mixed yard waste, food waste and possibly biosolids. The purpose of the facility is to provide residuals management services that are either non existent in the region or are currently being provided by private sector service providers. The facility is envisioned to be enclosed to prevent fugitive emissions, and will capture and treat foul air to treat foul air using a biofilter. The facility was modeled assuming it would receive approximately 26,000 tons of yard waste with the possibility of an additional 20,000 tons of Biosolids per year.

COMPOST PLANNING, DESIGN AND ECONOMIC STUDY

Confindential Client

A confidential client retained HDR to evaluate the technical and financial viability of developing a compost facility that will serve as an expansion to the existing waste management infrastructure at an existing landfill. Several key options were considered including various compost treatment methods, feedstock materials and other variables that are relevant to the analysis of the facility. In anticipation of the expanded material throughput, the client has requested assistance in the preparation of a feasibility study.

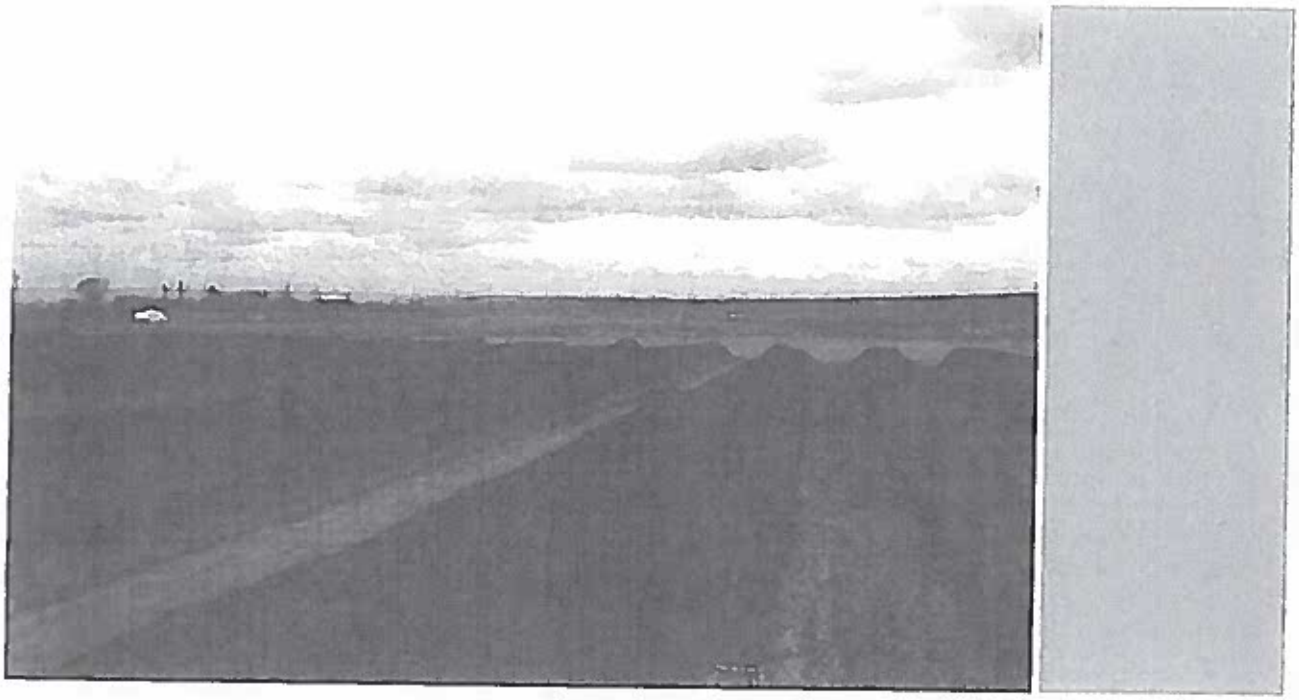
BALTIMORE COMPOST FACILITY

Northeast Maryland Waste Disposal Authority | Baltimore, MD

HDR provided owner's engineering due-diligence review of operations and maintenance of the Baltimore Compost Facility, which is a facility that generates agricultural-grade compost from organic wastes. Several key objectives included review of third-party operator O&M practices and operating budget, assessment of facility condition and O&M practices, independent estimate of future opex and capex, and remaining useful life.

COMPOST FACILITY EXPANSION DESIGN

Placer County | CA



HDR provided strategic development services to the Western Placer Waste Management Authority to resolve challenges with the Compost Facility. The original Compost Facility was initially constructed to process a relatively small quantity of green waste materials. Significant urban growth combined with a burgeoning commercial and light industrial growth rate resulted in the facility reaching throughput capacity. HDR assisted in identifying the limiting elements of the facility and proposing differing solutions to resolve these limitations. We developed conceptual plans, offering a spectrum of solutions to the challenges, including a budgetary cost estimate of the improvements and development of a description of the improvements necessary for the CEQA and Land Use process. Our services included preparing final construction documents for the expansion and assisting during construction of the expansion of the Compost Facility.

Key Features

- Strategic development services
- Identified the limiting elements of the facility and proposed differing solutions to resolve these limitations
- Prepared final construction documents for the expansion and assisting during construction of the expansion of the compost facility

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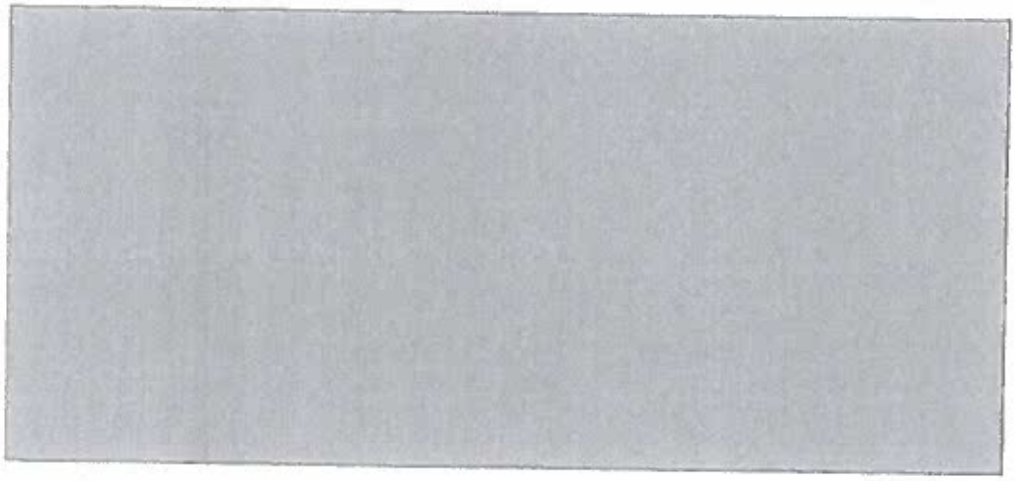
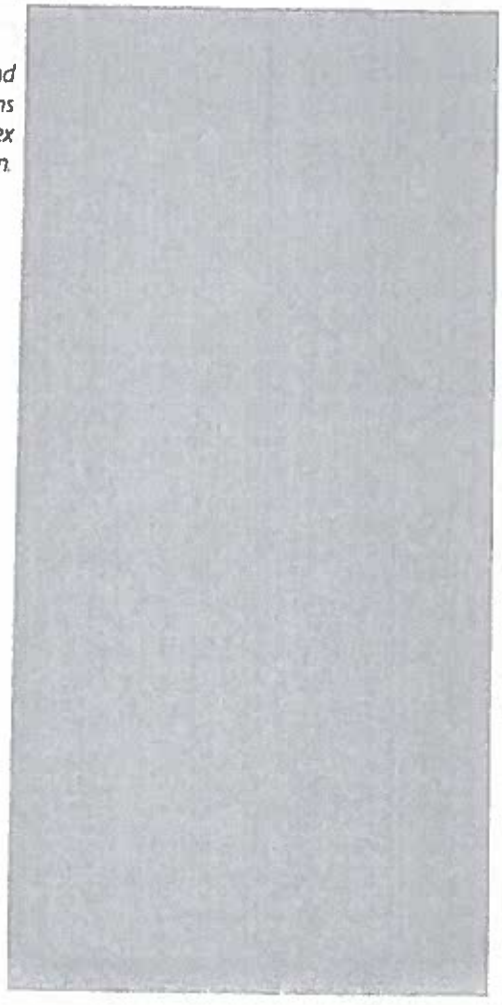


HDR

HDR is an employee owned architectural, engineering and consulting firm with more than 8,000 professionals in more than 185 locations worldwide. All of them are committed to helping clients manage complex projects and make sound decisions. Learn more at hdrinc.com.



BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2015
Bulk Item: Yes x No ___

Division: County Administrator
Staff Contact /Phone #: Lisa Tennyson x 4444

AGENDA ITEM WORDING: Approval of a Resolution endorsing the nomination of Mayor Pro Tem George Neugent for a position on the Executive Committee of the (RESTORE Act) Gulf Consortium.

ITEM BACKGROUND:

- For the past three years, Commissioner Neugent has served as a member of the Executive Committee of the Gulf Consortium.
- The election and appointments for Gulf Consortium's Executive Committee for the upcoming year will take place at the next meeting of the Gulf Consortium on February 4, 2016.
- In order to be nominated for an elected or appointed position on the Executive Committee, a Director's candidacy must be endorsed by the Director's own Board of County Commissioners (by the date of the election).

PREVIOUS RELEVANT BOCC ACTION:

- On December 10, 2014, the Board supported the Candidacy of Commissioner Neugent for a position on the Executive Committee of the Gulf Consortium. Commissioner Neugent was subsequently appointed by the elected officers to join the Executive Committee for 2015.
- On January 16, 2014, the Board supported the Candidacy of Commissioner Neugent for a position on the Executive Committee of the Gulf Consortium. Commissioner Neugent was subsequently appointed by the elected officers to join the Executive Committee for 2014.
- On December 11, 2012, the Board of County Commissioners supported the candidacy of Commissioner Neugent for a position on the Executive Committee of the Gulf Consortium. Commissioner Neugent was subsequently appointed by the elected officers to join the Executive Committee for 2013.
- Each year, Commissioner Neugent also serves as Monroe County's representative or "director" on the Consortium's Board of Directors.
- On September 21, 2012 Monroe County joined the Gulf Consortium by approving the Inter-local Agreement to participate in a consortium of counties to develop a state-wide plan for RESTORE Act funding.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: 0 **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 MH

DOCUMENTATION: Included ___ Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 7/09

RESOLUTION NO. _____ - 2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA SUPPORTING THE CANDIDACY OF MAYOR PRO TEM GEORGE NEUGENT FOR A POSITION ON THE EXECUTIVE COMMITTEE OF THE GULF COAST CONSORTIUM.

WHEREAS, in July 2012 the United States Congress passed the "*Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012*, and the President signed the Act into law, known as the RESTORE Act, to establish a trust fund for deposits of 80% of administrative and civil penalties exacted from parties responsible for the Deepwater Horizon oil spill for distribution of the funds among the affected states; and

WHEREAS, the RESTORE Act contemplates that Florida's twenty-three (23) affected counties will form a *consortium of local political subdivisions* to help distribute civil fines collected from the responsible parties under the Clean Water Act, and

WHEREAS, it has been established that there are 8 disproportionately and 15 non-disproportionately affected counties in Florida, with Monroe as one of the 15 non-disproportionately affected counties; and

WHEREAS, on September 21, 2012, Monroe County joined the Gulf Coast Consortium by approving the Interlocal Agreement and authorizing *Resolution No. 246- 2012* to participate in a consortium of counties to develop a state-wide plan for expenditures of the discretionary, competitive funding available to the 23 disproportionately and non-disproportionately affected counties of the State of Florida: and

WHEREAS, on September 21, 2012, the Board of County Commissioners adopted *Resolution No. 250A - 2012* appointing Mayor George Neugent to be Monroe County's representative or "Director" on the Consortium's board of directors to act on behalf of Monroe County; and

WHEREAS, the Interlocal Agreement further requires an Executive Committee of the Board to be established which shall have the power to act on behalf of the Board as set forth in the Interlocal Agreement and other powers as may be designated by the Board; and

WHEREAS, the Consortium holds annual elections for the Executive Committee, and requires in order to be nominated for a position on the Executive Committee, a Director's candidacy must be endorsed by that Director's own Board of County Commissioners, and

WHEREAS, on December 11, 2012, the Board of County Commissioners endorsed Commissioner George Neugent's candidacy for a position on the Executive Committee and Commissioner Neugent was subsequently selected for a position on the Executive Committee for 2013;

WHEREAS, on January 16, 2014, the Board of County Commissioners endorsed Commissioner George Neugent's candidacy for a position on the Executive Committee and Commissioner Neugent was subsequently selected for a position on the Executive Committee for 2014;

WHEREAS, on December 10, 2014, the Board of County Commissioners endorsed Commission George Nuegent's candidacy for a position on the Executive Committee and Commissioner Neugent was subsequently selected for a position on the Executive Committee for 2015;

WHEREAS, Commissioner George Neugent desires to be nominated to serve for a fourth term on the Executive Committee for the upcoming year, 2016; and

WHEREAS, the Executive Committee of the Gulf Consortium would continue to benefit from Commissioner George Neugent's hands-on experience and expertise gained as a result of over sixteen (16) years of service on the Florida Keys Water Quality Steering Committee and the Florida Keys National Marine Sanctuary Advisory Council, combined with his seventeen (17) years of elected service on the Monroe County Board of County Commissioners dealing with many environmentally sensitive issues; and

WHEREAS, the election and participation of Commissioner George Neugent on the Consortium's Executive Committee will continue to benefit Monroe County by providing a voice for the citizens of the Florida Keys on critical issues and concerns that arise as the Consortium carries out the duties and responsibilities of the RESTORE Act throughout the State of Florida; and

WHEREAS, the Board of County Commissioners of Monroe County, Florida enthusiastically supports the candidacy of Mayor Pro Tem George Neugent for a position on the Executive Committee of the Gulf Consortium,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA that:

1. The Board of County Commissioners of Monroe County, Florida hereby endorses the candidacy of Mayor Pro Tem George Neugent for a position on the Executive committee of the Gulf Consortium.
2. The Clerk is hereby directed to send a copy of this resolution to Interim Manager Ginger Delegal, Executive Director of the Gulf Consortium, 100 S. Monroe Street, Tallahassee, FL 32301.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 20th day of January, 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:
_____
ROBERT B. SHILLINGER, JR.
COUNTY ATTORNEY
Date 12-17-15

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 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 State Legislative Agenda.

ITEM BACKGROUND:

Each year, the County develops a legislative agenda as an advocacy tool at State and Federal levels. This year, we are developing separate state and federal legislative agendas. Attached for your review and approval is the State Legislative Agenda.

Staff has provided a draft list of substantive priorities and some additional general issues for the 2016 State legislative session, and welcomes the addition or deletion of issues that the Board deems appropriate for the County's 2016 legislative efforts. 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. As issues arise throughout the session, the BOCC will be apprised and asked to approve additional or revised legislative items.

A key 2016 legislative priority, listed in the attached, is the proposed Florida Keys Stewardship Act/bill (HB 447/SB 770). HB 447, sponsored by Rep. Raschein, will establish a 10-year, $25M per year authorization for the Florida Keys for water quality and land acquisition needs. The proposed bill was reviewed and approved by the BOCC at its October 2015 meeting.

Typically, the County focuses on its legislative priorities, and then supports the Florida Association of Counties (FAC) in achieving broader substantive initiatives. FAC finalized its 2016 legislative program during their legislative conference on November 2015.

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 meeting.

The Florida State legislative session officially begins January 12, 2016 and concludes March 11, 2016.

PREVIOUS RELEVANT BOCC ACTION: Approval of the 2015 Legislative agenda.

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
STATE LEGISLATIVE AGENDA
2016

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

January 20, 2016

Draft

Office of the County Administrator, Legislative Affairs

MONROE COUNTY 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

COUNTY ADMINISTRATOR

Roman Gastesi

LEGISLATIVE DISTRICTS

House District 120: Holly Raschein

Senate District 39: Dwight Bullard

MEMBERSHIP IN LEGISLATIVE ALLIANCES

Florida Association of Counties

Small County Coalition

Florida City and County Management Association

National Association of Counties

International City/County Management Association

TABLE OF CONTENTS

REPORT AND DISCUSSION..... 3

STATE LEGISLATIVE PRIORITIES:

Land Acquisition..... 5

Water Quality..... 6

Wind and Flood Insurance..... 7

Unfunded Mandates, County Revenues, Home Rule 8

Derelict Vessels..... 9

Telecommunications for Advisory Boards..... 10

Infrastructure Sales Tax..... 10

Clerks' Funding..... 10

Fracking..... 10

Vacation Rentals..... 11

Utility Relocation..... 11

Single Use Plastic Bags..... 11

GENERAL STATE LEGISLATIVEISSUES:

Growth Management / Environmental Regulation..... 12

Affordable Housing/Homelessness 12

Health, Mental Health, and Social Services..... 13

Libraries..... 14

Transportation..... 14

Jails, Juvenile Justice..... 14

Emergency Management..... 15

Sustainability/Recycling 16

PACE..... 16

State Pension System..... 16

CONTACT INFORMATION 17

APPENDIX:
MONROE COUNTY PROFILE (Florida Legislature, Office of Economic and Demographic Research)

REPORT AND DISCUSSION

BACKGROUND

Staff is seeking Board approval of the issues presented herein to be included in the County's 2016 State Legislative Program. Upon Board approval, staff and the contract lobbying teams will pursue all of 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.

Annually, the Board reviews legislative priorities and gives direction on and approval of priority legislative issues to guide the County's lobbying efforts at both the state and federal level. Typically, the County identifies as priorities only its most pressing issues and then supports the Florida Association of Counties (FAC) and the Small County Coalition (SCC) in achieving their broader substantive initiatives. FAC finalized its legislative program during its legislative conference in November. As a member of the Southeast Florida Regional Climate Compact, Monroe County works collaboratively to help develop the Compact's draft legislative program. The Compact finalized its draft agenda in December; and was reviewed and approved by the County Commission for approval at its December meeting.

Each year, the BOCC and staff evaluate the trends and issues affecting all County programs and services to identify potential policy or substantive legislative issues. Staff has provided a draft list of substantive priorities and a list general issues that we should monitor for the 2016 state legislative session; and welcomes the addition or deletion of issues that the Board deems appropriate for the County's 2016 legislative efforts.

Like most legislation, the County's legislative efforts are incremental and focused on issues that are built upon throughout several sessions, such as water quality infrastructure funding, land acquisition, and Citizen's wind insurance affordability; these will continue to be legislative priorities in the 2016 session.

The County will seek to steer dedicated annual funding through proposed legislation, the "Florida Keys Stewardship" bill, which seeks to establish a 10 year authorization to fund both water quality projects and land acquisition. For water quality funding, it will encompass the current Mayfield wastewater authorization, expanding its uses beyond wastewater to include storm water management and canal water restoration and expanding the term to 10 years (with the intention to eventually extend for an additional 10 years.) The new legislation will further include an annual appropriation for land acquisition to enable Florida Department of Environmental Protection to renew an aggressive land acquisition program in the Florida Keys.

There is need to keep our state legislators mindful about the economic value and return on investment that water quality protection and land conservation have for the State of Florida. Our state legislators also need to be reminded about the impacts and consequences of Monroe County's challenge of protecting both environmentally sensitive lands while balancing private property rights. We continue to work closely with the State's Department of Environmental Protection (DEP) and Department of Economic Opportunity (DEO) on these issues.

Property insurance affordability is yet another critical need for our constituents and a key component in preserving the Keys' strong local economy that is a valuable economic engine for the State. At the State level, this requires working with and monitoring Citizens Property Insurance Company's wind storm insurance to find ways to enhance affordability, and to oppose efforts to increase premiums, reduce coverage, and reduce eligibility. Affordable flood insurance is another important issue, but

mainly a federal one. However, Monroe supports any efforts that may be made by State Legislature on behalf of the over 1 million Floridians who are policy holders in the National Flood Insurance Program, to preserve the NFIP and affordable flood insurance.

As always, it remains important for the lobbying teams to monitor the budgetary and programmatic decisions made by the Legislature to determine their impact on local governments in the form of revenue reductions, cost shifts and unfunded mandates.

It is beneficial for the Board to be active participants in the legislative process by testifying on behalf of the County and working with the legislative delegation. Staff will continue to keep the Board involved in legislative issues through agenda items, resolutions, memoranda, FAC "Call to Action" emails, and regular updates.

LOBBYING CONTRACTS

The County utilizes contract lobbying services at the state level to further the County's legislative goals and in pursuit of support and appropriations for Monroe's interests. Monroe County currently contracts with Robert Reyes with Capital Group (formerly Floridian Partners) and John Wayne Smith of Peebles Smith (with a sub-contract with Capitol Insight), and Frank Bernardino with Anfield Consulting. These firms provide a daily presence in Tallahassee and advocate for the County's legislative priorities.

For the specific focus area of water quality and land acquisition funding, and to assist with the passage of the Keys Stewardship bill, Monroe County contracted with Anfield Consulting, whose specialty and expertise is water-related state funding and appropriations.

Capitol Group, Peebles Smith, and Capitol Insight will continue to focus on state funding for water quality and land acquisition, wind insurance, state funding for critical services and infrastructure, and various programmatic and financial interests as they arise in the upcoming session.

Staff coordinates regularly with all of the lobbyists by phone and e-mail to strategize on key state policy, regulatory, and budget issues. In addition, lobbyists will submit monthly memoranda to update the Board on their lobbying activities in order to further improve communication between the Board and their federal lobbying firm.

Please find on the following pages a listing of the proposed Monroe County 2016 state legislative issues; with a brief discussion on each.

KEY DATES

- January 12: 2016 State Legislative Session Opens
- February 3: Florida Association of Counties Legislative Day
- February 17: Florida Keys Legislative Day
- March 11: Last Day of Regular Session

LEGISLATIVE PRIORITIES

LAND ACQUISITION: CONSERVATION, PROPERTY RIGHTS, MILITARY BUFFERS

CHALLENGES:

- **Area of Critical State Concern:** The State of Florida designated the Florida Keys an Area of Critical State Concern, in recognition of its unique and significant environmental resources.
- **Hurricane Evacuation:** The State's hurricane evacuation rules for the Keys, mandate that the Keys be safely evacuated within 24 hours. This limits the number of cars on the road which limits the number of people that can live here, which the State accomplishes through an annual rationing of building permits, until we reach a cap or "build out."
- **Development Permits:** The State allots the Florida Keys 355 permits annually. At that rate, according to the most recent hurricane evacuation modelling, we will reach build out in 2023. As of 2013, the Keys has a total of 3,550 permits over the next years, after which no further development will be permitted.
- **Property Rights/Takings**: There are approximately 11,384 privately-owned undeveloped parcels. After we apply the rest of our available permits (3,550), there will still be 7,800 privately-owned, undeveloped parcels valued conservatively at $317M, potentially with no ability to develop. The deficit of permits could trigger takings lawsuits against the local governments and the State from owners who may have been denied the ability to build on their property.

REQUESTED ACTIONS:

Reinitiate a State partnership to implement long-term land acquisition strategy in the Florida Keys aimed at preserving land and reducing the total inventory of privately owned vacant land to curtail the threat of significant future takings liability. Monroe County has allocated $10M in local match funds for land acquisition.

- ✓ **SUPPORT HB 447/SB 770, The Florida Keys Stewardship Act**: Will provide a 10 year annual state appropriation of $5M dedicated to the acquisition of vacant land for the purposes of complying with the legislative intent of the Florida Keys Area of Critical State Concern.
- ✓ **SUPPORT funding from Land Acquisition Trust Fund/Florida Forever for two highly-ranked Florida Forever projects in the Florida Keys**: The Keys have two prioritized Florida Forever projects. Of the 7,800 privately-owned, undeveloped properties that could be left without permits almost half — 3,400 —lie within these Florida Forever projects.
- ✓ **SUPPORT Military Base Protection Program funding for Naval Air Station Key West encroachment threats**: The Keys are home the U.S. Naval Air Station Key West; we are working to get prioritized within the State's Military Base Protection Program, land that presents encroachment threats to the base's operation. Approximately 500 of the 7,800 privately-owned, undeveloped parcels lie within military buffer areas.
- ✓ **SUPPORT significant, reliable funding from Land Acquisition Trust Fund** for the acquisition of land including land management, restoration of natural systems, conservation of land to improve water quality, and protection of critical land and water habitat.
- ✓ **SUPPORT increased Florida Communities Trust Funding.**

WATER QUALITY PROTECTION: WASTEWATER TREATMENT, STORMWATER, CANAL WATERS

CHALLENGES:

- **Unique Ecosystem**: The Florida Keys lie within the waters of the Florida Keys National Marine Sanctuary. This fragile and complex marine ecosystem of the Florida Keys is one of the most unique ecosystems in the world and is home to the **only living coral reef** in the continental U.S. and the third largest barrier reef in the world, the largest sea grass meadow in the hemisphere, and 6,000 species of marine life. Leaching cesspits, runoff and degraded canal waters pollute the nearshores waters of the Sanctuary and threaten the ecosystem.
- **Unrivaled Economic Impact:** This ecosystem is the lifeblood of marine-based tourism and fisheries economy unrivaled in the State of Florida generating over **$4B in economic activity**, enabling the Keys to generate **$200M in sales tax revenue** for the State last year.
- **Federal State Water Quality Mandates:** The implementation of Advanced Wastewater Treatment standards, storm water management and canal water restoration in the Florida Keys are all pursuant to and in furtherance of the Federal Water Quality Protection Program mandates that apply to all of the waters surrounding the Florida Keys. Congress created the Florida Keys National Marine Sanctuary in 1990 and directed US EPA and the State to develop a Water Quality Protection Program to restore and protect water quality.
- **Wastewater Implementation:** The Florida Keys have invested almost $900M for a centralized advanced wastewater treatment system that spans the 100+mile archipelago. The State has invested $100M in that system.
- **Storm water and Degraded Canal Waters:** With wastewater treatment system improvements almost complete, the Keys must now address two remaining areas of water quality concern, storm water and degraded canal waters. There are approximately 300 poor water quality canals throughout the Keys that do not meet state water quality standards. Runoff and poor canal water leach into the nearshore waters of the Florida Keys National Marine Sanctuary and threaten its fragile ecosystem.

REQUESTED ACTIONS:

- ✓ **SUPPORT HB 447/SB 770, The Florida Keys Stewardship Act**: Will provide a 10 year annual state appropriation of $20M dedicated to address water quality projects in the Florida Keys.
- ✓ **SUPPORT expansion of use of infrastructure sales tax** for restoration of public water bodies including ecologically beneficial muck removal.

WIND INSURANCE AND FLOOD INSURANCE: AFFORDABILITY AND ACCESSABILITY

CHALLENGES:

- **Single provider of wind insurance:** Citizens Property Insurance Company provides wind insurance coverage for approximately 90% of Keys' homes, and is limited to homes valued up to $750,000. Those properties valued over $750,000 must use surplus lines.
- **Affordability importance**: Property insurance affordability is a key component in preserving the Keys' strong local economy that is a valuable economic engine for the State, and critically important to our residents and business community.
- **Premium increases and depopulation:** Each year Citizens lobbies the State Legislature to increase its premiums and limit its availability; higher costs and limited coverage negatively impacts our citizens, our real estate market and our economy. Monroe County opposes any legislation that increases present premiums or efforts to further depopulate (for example, prohibiting homes over a certain market value, or second homes, from coverage).
- **Monroe's building standards:** Monroe County's building standards are among the most rigorous in the State, yet this is not reflected in Citizens' rate calculations for Monroe property owners. We are working with Citizens to account for Monroe's building code in mitigation credit calculations and supports legislation that establishes premium rates that are commensurate with actual risk.
- **Flood Insurance:** Affordable flood insurance is another important issue, but mainly a federal one. Affordable flood insurance is provided through the National Flood Insurance Program (NFIP). With more NFIP policies than any other state, Florida has a lot at stake with the future of the program, and its continued ability to provide flood insurance to Floridians at affordable rates. The majority of NFIP policies belong to homes and businesses in the state's coastal communities; these coastal communities generate 80% of the State's GDP. The County encourages the State Legislature to recognize the value of NFIP and the local and state-wide economic benefits of affordable flood insurance and to ensure and support measures that preserve it.

REQUESTED ACTIONS:

- ✓ **MONITOR** all legislation related to Citizens wind insurance and flood insurance.
- ✓ **OPPOSE** legislation that increases Citizens' wind insurance premiums.
- ✓ **OPPOSE** legislation that limits the availability of Citizens' coverage (particularly in areas such as Monroe, where there is no reasonable degree of competition for windstorm insurance.)
- ✓ **SUPPORT** legislative fix to rate calculation for condominium owners.
- ✓ **SUPPORT** state legislative efforts that recognize the importance of affordable flood insurance to home-owners and local businesses, particularly in coastal communities, and to their local economies, which in turn contribute tremendously to the overall state economy; and that seek to address flood insurance premium rate hikes associated with changes to the National Flood Insurance Program.
- ✓ **SUPPORT** the legislative efforts of Fair Insurance Rates for Monroe (FIRM) related to both wind and flood insurance affordability and availability for Monroe County.

UNDFUNDED MANDATES, COUNTY REVENUES, STATE FUNDING LEVELS AND HOME RULE

CHALLENGES:

- **Unfunded Mandates:** The State Legislature frequently passes legislation that compels local governments to provide a service, program, or benefit without providing the appropriate funding. As more and more mandates are created, local governments are faced with the burden of using local tax dollars to finance functions that they have little control over and compromising local governments' ability to provide services requested by our local communities.
- **Cost shifts:** The State Legislature frequently passes legislation that passes along the costs or increases local share requirements for services traditionally funded by the State, such as but not limited to County Health Departments, Courts, Clerks' offices, Juvenile Justice, and mental health services.
- **Restrictions of County Revenue Sources:** At the same time the State Legislation imposes more mandates and costs, it often pursues legislation reducing, restricting or eliminating sources of revenue for county services, such as the Local Business Tax, Communication Services Tax, impact fees, and sales taxes.
- **Pre-emption of Home Rule:** Home rule, conferred to Florida counties by Article VIII, Section 1(f) and 1(g) of the Florida Constitution (1968), and by section 125.01, Florida Statutes, is the principle that the government closest to the people is the appropriate authority to serve the needs and requirements of the community. The preservation of this concept is essential to the operation of county governments in Florida, and which allows counties to develop and implement county-based solutions to local problems.
- **Pre-emption Examples:** The State Legislature often pursues local government pre-emptions in its bills that prohibit local governments from banning or even regulating activities enabled by the Legislature such as: fracking, single use plastic bags and vacation rentals.

REQUESTED ACTIONS:

- ✓ **SUPPORT** measures to adequately and fairly fund County Clerks' offices.
- ✓ **SUPPORT** increased State general revenue funding for State Department of Health County Health Departments (CHDs); and oppose any further efforts that reduce state support and shift costs to counties.
- ✓ **SUPPORT** current level of funding from the Clean Vessel Act to enable continued water quality protection measures to address impacts from boaters.
- ✓ **OPPOSE** legislation that reduces revenues collected from state park admission fees.
- ✓ **OPPOSE** any legislation that eliminates, reduces, or restricts uses of the Communications Services Tax, Local Business Tax and/or Commercial Lease Sales Tax.
- ✓ **OPPOSE** legislation that restricts local governments' home rule authority to set impact or concurrency fees.
- ✓ **OPPOSE** further efforts to shift cost of services, unfunded mandates, pre-emption of local government authority (home rule), or other legislation that is costly and limits Monroe County's ability to serve the needs of its citizens without requisite increases in local property taxes.
- ✓ **SUPPORT** continued/increased state funding for local infrastructure and service needs including: Roads, Affordable Housing, Homelessness, Social Services, Libraries, Veterans, and Mental Health.

DERELICT VESSELS

CHALLENGES:

- The generation of derelict vessels statewide has been recognized by the Florida Legislature and FWC as posing significant navigational and environmental impacts to be addressed. In the summer of 2015 the FWC held a series of workshops throughout the State to consider regulatory options to: 1) reduce the number of derelict vessels, including specifically addressing long-term anchoring (storage) of vessels that often leads to degeneration and ultimately to derelict condition, and 2) ensure sufficient funding to remove and dispose of derelict vessels.

- Monroe County has the highest number of derelict vessels in the State. Consistent with FWC and statewide goals, Monroe County supports anchoring restrictions and ensuring sufficient revenues for removing and disposing of derelict vessels.

- During the workshops, FWC identified 8 conceptual regulatory concepts that were highly supported by stakeholders, designed to discourage dereliction of vessels, including ability to place a hold on derelict vessel titles, limitation on renewal of registrations, penalties for expired registrations, identification and prohibition of "at risk" vessels, and rapid removal of some types of derelict vessels.

- Under the authority of the FWC Pilot Program for Anchoring and Mooring, Monroe County in 2012 established 4 "Managed Anchoring Zones." Within those zones is a regulation for proof of pumpout, requiring vessel owners/operator to provide proof that they have had their sewage holding tank has been pumped out on a regular basis. In order to assist those boaters in complying with the proof of pumpout regulation (and requirements of the federally established "No Discharge Zone" throughout the Keys' waters), the County has provided a free mobile vessel pump out service. After three years of provision of the pump out service and requirement of proof of pumpout, FWC and the County have determined that there is near 100% compliance of the proof of pumpout regulation within the "Managed Anchoring Zones". Based on the success of the proof of pumpout requirement in association with the mobile pump out service provided, the County desires to expand the proof of pumpout requirement Keys-wide.

REQUESTED ACTIONS:

- ✓ **SUPPORT** a $1 surcharge on vessel registrations to be deposited into a State fund for the sole purpose of derelict vessel removals, and an additional $1 surcharge on all Monroe County vessel registrations to be retained for Monroe County and to be used solely for the purpose of derelict vessel removals within Monroe County.

- ✓ **SUPPORT** regulations pertaining to the anchoring and mooring of vessels outside public mooring fields, specifically limited anchoring in one location on public waters to 60 days.

- ✓ **SUPPORT** statutory authority that would enable Monroe County to regulate by ordinance the requirement that all vessels in Monroe County waters which are required to have a marine sanitation device provide proof of pumpout.

- ✓ **SUPPORT** continued Clean Vessel Act funding to Monroe County, and state efforts to secure higher level of CVA funding from U.S. Fish and Wildlife Service, and/or State appropriation of funding for pumpout services. This funding is critical to incentivizing boaters to pumpout.

- ✓ **SUPPORT** development and implementation of the eight derelict vessel regulatory concepts that were identified by stakeholders during the FWC workshops.
- ✓ **SUPPORT** continued state and local regulation of vessels, mooring fields, bulkheads and seawalls, floating vessel platforms, and seagrasses in order to protect water quality.
- ✓ **OPPOSE** further dilution of county authority to regulate vessels and waterways.

TELECOMMUNICATIONS FOR MEETINGS OF ADVISORY BOARDS

REQUESTED ACTIONS:

- ✓ **SUPPORT** a Monroe County local bill amending sunshine law statutory requirements to allow for teleconferencing presence at advisory committee meetings.

LOCAL GOVERNMENT INFRASTRUCTURE SALES TAX:

REQUESTED ACTIONS:

- ✓ **SUPPORT** an amendment to the local option sales tax statutory requirements to include professional services, such as legal and planning services, as an allowable use of funds.
- ✓ **SUPPORT** an amendment to the local option sales tax statutory requirements that "public facility" be defined as a facility owned by any governmental entity, and not limited to County ownership in order to facilitate jointly financed projects with other governmental entities.
- ✓ **SUPPORT SB 346** amending local option sales tax statutory requirements to include restoration of public water bodies and ecologically beneficial muck removal as an allowable use of funds.

CLERKS FUNDING

REQUESTED ACTIONS:

- ✓ **SUPPORT** legislative efforts to establish permanent, reliable funding for Clerks' offices.

OIL DRILLING/FRACKING

REQUESTED ACTIONS:

- ✓ **OPPOSE** hydraulic fracturing or "fracking" or similar well stimulation processes and treatments performed for the purpose of exploration or production of energy resources in the State, or in the Florida Keys, or any area that would impact the water supply or watersheds of the Florida Keys.
- ✓ **OPPOSE** a pre-emption of fracking/drilling activities, including ancillary activities such as waste storage, handling and disposal, truck traffic, and other local public health and safety impacts.
- ✓ **OPPOSE** any state law that would create a public records law exemption for proprietary information provided by drilling companies.

- ✓ **OPPOSE** efforts to lift the ban on oil drilling within Florida's territorial waters.
- ✓ **OPPOSE** oil drilling on state lands.

VACATION RENTALS

REQUESTED ACTIONS:

- ✓ **OPPOSE** preemption prohibiting local communities from regulating vacation rentals.
- ✓ **SUPPORT** SB 338 that would allow entities with grandfathered ordinances to amend and update their regulations without losing their grandfathered status.

UTILITY RELOCATION

REQUESTED ACTIONS:

- ✓ **OPPOSE** legislation requiring counties to pay for the relocation of private utilities when such utilities are located within a county-owned right of way and must be moved to accommodate a county project.

SINGLE USE PLASTIC BAGS

REQUESTED ACTIONS:

- ✓ **OPPOSE** preemption prohibiting local communities from banning single use plastic bags, particularly coastal communities where plastic bags are not only an environmental pollutant but also pose a danger to ocean and coastal wildlife.

GROWTH MANAGEMENT/ENVIRONMENTAL REGULATIONS

REQUESTED ACTIONS:

- ✓ **SUPPORT** the continued designation of the Florida Keys as an Area of Critical State Concern.
- ✓ **OPPOSE** legislation that prevents counties from having local environmental protection programs that are stricter in nature than state or federal regulatory programs.
- ✓ **OPPOSE** any legislation that restricts state, county and city government purchases of conservation land, and which would effectively eliminate land conservation efforts in the Florida Keys.
- ✓ **SUPPORT** growth management legislation that is thoroughly vetted with all stakeholders, and that takes a targeted approach to increasing regulatory efficiencies, rather than broadly preempting local governments.
- ✓ **SUPPORT** the current case law definition of the "ordinary high water mark" delineating state lands from lands in private ownership and
- ✓ **OPPOSE** any changes to the definition which have the effect of transferring large quantities of wetlands and uplands from state ownership to private ownership.
- ✓ **SUPPORT** legislative efforts that strengthen the existing roles and home rule powers of local governments to implement comprehensive planning programs that guide future development and encourage the most appropriate use of land and natural resources.
- ✓ **SUPPORT** county home rule authority, and current statutory provisions, which allow counties to retain their current transportation concurrency systems, and impact fees, as adopted by local ordinance.
- ✓ **OPPOSE** legislation that preempts local government's ability to establish and maintain local ordinances which regulate billboards.

AFFORDABLE HOUSING /HOMELESSNESS

REQUESTED ACTIONS:

- ✓ **SUPPORT** full appropriation of Sadowski Housing Trust Fund monies for affordable housing.
- ✓ **SUPPORT** the Florida Keys set-aside in the State's competitive Low Income Housing Tax Credit program.
- ✓ **SUPPORT** legislation that creates a dedicated state funding source for homelessness programs and services.
- ✓ **SUPPORT** legislation that streamlines current state statutes relating to homelessness and associated programs.
- ✓ **SUPPORT** continued coordination with the state's homeless planning council, specifically as it develops policies in support of the new Federal Strategic Plan to end Homelessness.

- ✓ **SUPPORT** the development of strategies that would allow local governments to work with the state and federal government to serve target populations: The chronically homeless, Veterans and Families and children, with particular emphasis on children aging out of the foster care system.
- ✓ **SUPPORT** a process that would waive the fees related to obtaining personal identification from the state for persons identified as homeless.

HEALTH, MENTAL HEALTH, AND SOCIAL SERVICES

REQUESTED ACTIONS:

- ✓ **SUPPORT** increasing state general revenue funding for County Health Departments (CHDs), preserving the ability of CHDs to provide primary care and direct patient care services, particularly in communities without adequate substitutes or alternative providers for these services, and maintaining a coordinated system of county health departments (CHDs) that is centrally housed within the Department of Health (DOH).
- ✓ **OPPOSE** efforts to decentralize the public health system by transferring authority over CHDs from the DOH to the respective county governments, any state reductions to the County Health Department Trust Funds; and any efforts, legislative or otherwise, to limit or eliminate the provision of primary care services in CHDs.
- ✓ **SUPPORT** legislative reforms enhance and improve the coordination and delivery of high quality mental health services, including diverting, assisting and treating mentally ill persons outside of the criminal justice system, and the necessary increased funding to implement and support those reforms; and continued efforts to work through Medicaid reform initiatives to ensure that persons with substance abuse and mental health treatment needs are appropriately served.
- ✓ **SUPPORT** appropriate funding as outlined in the existing state capacity formula for crisis mental health and substance abuse beds statewide (Baker Act).
- ✓ **SUPPORT** establishing a cap on growth in the individual county Medicaid costs to address cost shifts; and continued evaluation of the County-State Medicaid cost-share arrangement.
- ✓ **SUPPORT** state legislation drawing down federal funds made available to Florida under the PPACA to expand health care coverage to certain individuals who earn up to 138 percent of the federal poverty level, provided that such a program does not further shit Medicaid costs to counties.
- ✓ **OPPOSE** legislation that limits the ability of county EMS providers to be reimbursed for out of network transports.
- ✓ **SUPPORT** efforts to increase supportive housing, employment and education initiatives for people with behavioral health issues and/or disabilities.
- ✓ **SUPPORT** appropriate funding for children in early learning and school age care to ensure children's access to educational, enrichment and readiness programs; and continuation of funding for the Florida Healthy Start and Healthy Families program.
- ✓ **SUPPORT** restoration and expansion of state funding for the Community Care for the Elderly Program, which provides cost efficient diversion from nursing home placement for impaired elders.

- ✓ **SUPPORT** the continuation of a coordinated Transportation Disadvantaged (TD) system, and appropriate and dedicated state funding for the TD program; protect the TD trust fund.

LIBRARIES

REQUESTED ACTIONS:

- ✓ **SUPPORT** full funding of State Aid to Libraries based on the current statutory formula that provides counties 25 cents for every local dollar spent.
- ✓ **SUPPORT** measures that ensure decisions and policies regarding county libraries are made at the local level.

TRANSPORTATION

REQUESTED ACTIONS:

- ✓ **SUPPORT** continuing enhanced state funding for the Small County Outreach Program (SCOP). This funding is critical to Monroe County which is a small county with major bridge and local road responsibilities.
- ✓ **SUPPORT** increasing the cost cap (from $400,000 to $750,000) for counties to self-perform road improvement projects using the Constitutional Gas Tax proceeds.
- ✓ **SUPPORT** amending s.336.045, Florida Statutes, to include an additional paragraph expressly authorizing Florida counties to determine the reasonable level and frequency of local road maintenance.

JAILS, JUVENILE JUSTICE

REQUESTED ACTIONS:

- ✓ **OPPOSE** sentencing of state inmates to county jails, but support counties' ability to contract with the Department of Corrections for housing state inmates.
- ✓ **SUPPORT** legislation that reduces jail expenses by setting a reimbursement amount paid by counties to medical providers for health care services for inmates and arrestees at no higher than the established Medicare rate plus 10%, the same rate as currently charged to the Department of Corrections, unless there is an existing contract in place or a business practice providing a lower rate.
- ✓ **SUPPORT** continued efforts to obtain Medicaid eligibility for persons incarcerated in county jails while waiting disposition of their cases and to ensure that existing Medicaid benefits are not terminated during incarceration.
- ✓ **SUPPORT** the state taking full responsibility for funding and operation of detention facilities serving juveniles, both for pre-disposition and post-disposition days and implementing juvenile justice reform.
- ✓ **SUPPORT** initiatives which reduce juvenile detention through prevention, treatment, and rehabilitation services.

- **SUPPORT** the Legislature appropriating state funds to the Department of Juvenile Justice to upgrade, renovate, or reconstruct detention centers across Florida that are in a state of disrepair and state investments in juvenile facilities to improve the conditions of secure confinement for detained youth without such costs being shifted to the counties.

EMERGENCY MANAGEMENT

REQUESTED ACTIONS:

- ✓ **SUPPORT** assistance for building/identifying Out of County Shelter for residents of Monroe County in cases of mandatory evacuation during storm-related events and other emergencies.
- ✓ **SUPPORT** state funding for county Emergency Operations Centers to ensure each is able to meet the minimum structural survivability and operational space criteria established by the state and federal government.
- ✓ **SUPPORT** an increase to the county base grant funding, which has remained unchanged for nearly a decade.
- ✓ **SUPPORT** maintaining the original intent and purpose of the Emergency Management Preparation And Assistance Trust Fund, which is to serve as a funding source for state and local emergency management programs, by ensuring that all monies collected for purposes of funding emergency management, preparedness and assistance are deposited into the EMPA Trust Fund and spent on emergency management activities, and opposing legislative sweeps of these trust fund monies.
- ✓ **SUPPORT** changes to the EMPA trust fund by ensuring the $2.00 and $4.00 annual surcharge on all homeowner and business insurance policies is assessed on either a per-parcel or per-unit basis of coverage, rather than on a single policy and a repeal of the service charge to general revenue on the EMPA trust fund and redirect these monies back to the counties in the same manner in which the EMPA base grant is distributed.
- ✓ **Disaster Funding: SUPPORT** a 50/50 cost-share arrangement with the state for the non-federal portion of the Hazard Mitigation Grant Program (HMGP). **SUPPORT** the creation of an emergency bridge loan program for counties to provide a source of expedient cash flow to counties impacted by a major catastrophe.

SUSTAINABILITY, RECYCLING AND SOLID WASTE

REQUESTED ACTIONS:

- ✓ **SUPPORT** the 2016 legislative initiatives of the SE Florida Regional Climate Compact's State Energy and Climate Legislative Program.
- ✓ **SUPPORT** incentives for local governments to assist in furthering state energy policies such as green building and carbon emissions reductions, and the technical assistance to implement these programs and legislation that provides appropriate resources and incentives to local governments to achieve any statewide recycling goals.
- ✓ **SUPPORT** state legislation that encourages vulnerability assessments, coordinates resources and supports the efforts of local governments to mitigate and adapt to sea level rise, increasing storm severity and other climate changes, and state funding for adaptation planning and investments in

areas such as roads and other infrastructure projects that provide hazard mitigation and serve to reduce immediate and long-term risks to critical infrastructure.

- ✓ **SUPPORT** a state comprehensive climate change action plan, energy policies, and other initiatives to reduce carbon dioxide and other compounds in the atmosphere which will help provide solutions to present and future generations, including ecosystem sustainability, long term water supply, flood protection, public health and safety, and economic growth and prosperity.
- ✓ **SUPPORT** state funding of Solid Waste Management Grants.

PACE (PROPERTY ASSESSED CLEAN ENERGY)

REQUESTED ACTIONS:

- ✓ **SUPPORT** amending statutory language to clarify that in addition to energy retrofits and wind mitigation, that flood mitigation is also an allowable use.

PENSION CHANGES

REQUESTED ACTIONS:

- ✓ **OPPOSE** any benefit changes that result in an increase in the FRS county and county employee contribution rates.
- ✓ **SUPPORT** requiring all legislation that potentially results in an increase in the FRS contribution rate or the closing of the traditional pension plan to new employees to be analyzed and evaluated to determine the direct fiscal impact of proposed changes to all local and state government to be eligible for consideration.

CONTACT INFORMATION:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

- **Mayor Heather Carruthers, District 3**
  BOCC3@monroecounty-fl.gov 305-292-3430

- **Mayor Pro Tem George Neugent, District 2**
  BOCC2@monroecounty-fl.gov 305-292-4512

- **Danny Kolhage, District 1**
  BOCC1@monroecounty-fl.gov 305-292-3440

- **David Rice, District 4**
  BOCC4@monroecounty-fl.gov 305-289-6000

- **Sylvia Murphy, District 5**
  BOCC5@monrocounty-fl.gov 305-453-8787

COUNTY ADMINISTRATOR

- Roman Gastesi
  Gastesi-roman@monroecounty-fl.gov
  Office: 305-292-4441
  Cell: 305-394-1332

DIRECTOR OF LEGISLATIVE AFFAIRS

- Lisa Tennyson
  Tennyson-lisa@monroecounty-fl.gov
  Office: 305-292-4444

LEGISLATIVE CONSULTANTS:

- Robert Reyes, Capitol Group, Tallahassee, Fl *850-681-0024*
- John Wayne Smith, Peebles Smith, Tallahassee, Fl *850-681-7383*
- Frank Bernardino, Anfield Consulting, Tallahassee, Fl *866-960-5939*

Monroe County

Florida's 38th most populous county

with 0.4% of Florida's population

Population

Census Population	Monroe County	Florida
1980 Census	63,188	9,746,961
1990 Census	78,024	12,938,071
% change 1980-90	23.5%	32.7%
2000 Census	79,589	15,982,824
% change 1990-00	2.0%	23.5%
2010 Census	73,090	18,801,332
% change 2000-10	-8.2%	17.6%
Age		
% Under 18 years of age	15.1%	21.3%
% 65 years of age and over	17.1%	17.3%
Race & Ethnicity		
% White alone	89.5%	75.0%
% Black or African American alone	5.7%	16.0%
% Hispanic or Latino (of any race)	20.6%	22.5%
Estimates and Projections		
2014 Estimate	74,044	19,507,369
% change 2010-14	1.3%	3.8%
2015 Projection based on 2014 estimate	74,101	19,789,625
% change 2010-15	1.4%	5.3%
2020 Projection based on 2014 estimate	74,387	21,236,667
% change 2015-20	0.4%	7.3%
2014 Median Age	47.7	41.3
Density		
Persons per square mile		
2000	79.8	296.4
2010	74.3	350.6
2014	75.3	363.8

Households and Family Households

Households	Monroe County	Florida
Total households, 2000 Census	35,056	6,338,075
Family households, 2000 Census	20,387	4,210,760
% with own children under 18	35.9%	42.3%
Total households, 2010 Census	32,829	7,420,802
Family households, 2010 Census	18,219	4,835,475
% with own children under 18	32.7%	40.0%
Average Household Size, 2010 Census	2.18	2.48
Average Family Size, 2010 Census	2.70	3.01

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption.
Census counts may be corrected for Census Count Question Resolution (CQR).

Housing

Housing Counts	Monroe County	Florida
Housing units, 2000 Census	51,617	7,302,947
Occupied	35,088	6,337,929
Owner-occupied	21,893	4,441,799
Renter-occupied	13,193	1,896,130
Vacant	16,531	965,018
Housing units, 2010 Census	52,764	8,989,580
Occupied	32,629	7,420,802
Owner-occupied	18,501	4,998,979
Renter-occupied	14,128	2,421,823
Vacant	20,135	1,568,778
Units Permitted		
1990	791	126,384
2000	203	155,269
2010	271	38,679
2011	135	42,360
2012	221	64,810
2013	179	86,752
2014	188	84,075

Population Characteristics

	Monroe County	Florida
Language spoken at home other than English		
Persons aged 5 and over	22.9% +/- 0.9%	27.4% +/- 0.1%
Place of birth		
Foreign born	17.4% +/- 1.1%	19.4% +/- 0.1%
Veteran status		
Civilian population 18 and over	12.4% +/- 1.0%	10.4% +/- 0.1%
Residence 1 Year Ago		
Persons aged 1 and over		
Same house	84.0% +/- 1.5%	83.7% +/- 0.1%
Different house in the U.S.	15.0% +/- 1.4%	15.4% +/- 0.1%
Different county in Florida	3.4% +/- 0.8%	3.0% +/- 0.1%
Different county in another state	4.8% +/- 0.8%	2.6% +/- 0.1%
Abroad	1.0% +/- 0.4%	0.8% +/- 0.1%

+/- = margin of error based on a 90% confidence level.

Employment by Industry

Number of Establishments, 2014	Monroe County	Florida
All industries	4,410	646,512
Natural Resource & Mining	37	5,379
Construction	520	60,576
Manufacturing	77	19,479
Trade, Transportation and Utilities	982	143,090
Information	56	10,622
Financial Activities	480	68,027
Professional & Business Services	726	144,843
Education & Health Services	284	67,546
Leisure and Hospitality	734	54,271
Other Services	386	53,957
Government	92	6,380

Percent of All Establishments, 2014	Monroe County	Florida
All industries	4,410	646,512
Natural Resource & Mining	0.8%	0.8%
Construction	11.8%	9.4%
Manufacturing	1.7%	3.0%
Trade, Transportation and Utilities	22.3%	22.1%
Information	1.3%	1.6%
Financial Activities	10.9%	10.5%
Professional & Business Services	16.5%	22.4%
Education & Health Services	6.4%	10.4%
Leisure and Hospitality	16.6%	8.4%
Other Services	8.8%	8.3%
Government	2.1%	1.0%

Industries may not add to the total due to confidentiality and unclassified.

Monroe County

Employment by Industry

Average Annual Employment, % of All Industries, 2014	Monroe County	Florida
All industries	38,804	7,754,770
Natural Resource & Mining	0.4%	1.1%
Construction	6.1%	5.1%
Manufacturing	0.9%	4.3%
Trade, Transportation and Utilities	19.1%	20.9%
Information	1.1%	1.8%
Financial Activities	5.3%	6.6%
Professional & Business Services	6.6%	15.0%
Education & Health Services	7.5%	14.8%
Leisure and Hospitality	35.1%	14.0%
Other Services	3.5%	3.2%
Government	14.3%	13.2%

Industries may not add to the total due to confidentiality and unclassified.

Average Annual Wage, 2014	Monroe County	Florida
All Industries	$37,585	$44,803
Natural Resource & Mining	$39,081	$28,626
Construction	$38,891	$43,890
Manufacturing	$35,202	$55,520
Trade, Transportation and Utilities	$31,782	$40,122
Information	$48,709	$70,634
Financial Activities	$43,416	$66,189
Professional & Business Services	$53,850	$54,245
Education & Health Services	$44,977	$46,571
Leisure and Hospitality	$28,446	$23,020
Other Services	$33,178	$32,244
Government	$54,016	$49,707

Labor Force

Labor Force as Percent of Population Aged 18 and Older	Monroe County	Florida
1990	63.8%	64.3%
2000	68.5%	63.7%
2010	67.9%	62.2%
2014	72.2%	62.5%

Unemployment Rate	Monroe County	Florida
1990	2.7%	6.1%
2000	2.9%	3.7%
2010	7.8%	11.1%
2014	4.1%	6.3%

Income and Financial Health

Personal Income ($000s)	Monroe County	Florida
1990	$1,809,114	$259,952,130
2000	$3,060,044	$474,532,877
% change 1990-2000	70.3%	82.5%
2010	$4,053,020	$725,160,439
% change 2000-10	31.6%	52.8%
2011	$4,126,047	$767,448,404
% change 2010-11	1.8%	5.8%
2012	$4,373,456	$792,950,493
% change 2011-12	6.0%	3.3%
2013	$4,415,284	$811,376,557
% change 2012-13	1.0%	2.3%

Per Capita Personal Income	Monroe County	Florida
1990	$23,123	$19,945
2000	$38,757	$29,570
% change 1990-00	67.6%	48.3%
2010	$55,382	$38,478
% change 2000-10	42.8%	30.1%
2011	$55,738	$40,215
% change 2010-11	0.7%	4.5%
2012	$58,430	$41,041
% change 2011-12	4.8%	2.1%
2013	$57,829	$41,497
% change 2012-13	-1.0%	1.1%

Earnings by Place of Work ($000s)	Monroe County	Florida
1990	$933,568	$161,317,329
2000	$1,649,647	$310,699,734
% change 1990-2000	76.7%	92.6%
2010	$2,115,238	$438,640,988
% change 2000-10	28.2%	41.2%
2011	$2,134,058	$449,167,809
% change 2010-11	0.9%	2.4%
2012	$2,220,952	$470,879,450
% change 2011-12	4.1%	4.8%
2013	$2,252,039	$489,019,912
% change 2012-13	1.4%	3.9%

Median Income		
Median Household Income	$53,607 +/- $1,334	$46,956 +/- $149
Median Family Income	$63,550 +/- $2,765	$56,738 +/- $247

+/- = margin of error based on a 90% confidence level.

Percent in Poverty, 2013		
All ages in poverty	16.8%	17.1%
Under age 18 in poverty	23.6%	24.8%
Ages 5-17 in families in poverty	25.6%	23.5%

Personal Bankruptcy Filing Rate (per 1,000 population)	Monroe County	Florida
12-Month Period Ending March 31, 2014	1.83	3.26
12-Month Period Ending March 31, 2015	2.07	3.21
State Rank	32	NA

Chapter 7 & Chapter 13

Education

Public Education Institutions	Monroe School District	Florida
Total	23	4,141
Elementary	5	1,989
Middle	0	615
Senior High	9	976
Combination	9	561

Educational attainment Persons aged 25 and older		
% HS graduate or higher	89.9% +/- 1.1%	86.1% +/- 0.1%
% bachelor's degree or higher	28.0% +/- 1.5%	26.4% +/- 0.2%

+/- = margin of error based on a 90% confidence level.

Quality of Life

Crime	Monroe County	Florida
Crime rate, 2014 (Index crimes per 100,000 population)	4,240.7	3,450.7
Admissions to prison FY 2013-14	188	32,442
Admissions to prison per 100,000 population FY 2013-14	255.6	168.4

Workers Aged 16 and Over		
Place of Work in Florida		
Worked outside county of residence	5.2 +/- 0.9	17.6 +/- 0.1
Travel Time to Work		
Mean travel time to work (minutes)	18.8 +/- 0.8	25.9 +/- 0.1

+/- = margin of error based on a 90% confidence level.

Reported County Government Revenues and Expenditures

Revenue 2012-13	Monroe County	Florida*
Total - All Revenue Account Codes ($000s)	$349,560.0	$35,293,287.4
Per Capita $	$4,752.04	$1,919.84
% of Total	100.0%	100.0%
Taxes ($000s)	$123,736.0	$10,693,725.3
Per Capita $	$1,682.11	$581.70
% of Total	35.4%	30.3%
Permits, Fee, and Special Assessments ($000s)	$4,459.7	$1,244,644.5
Per Capita $	$60.63	$67.70
% of Total	1.3%	3.5%
Intergovernmental Revenues ($000s)	$56,214.0	$4,201,688.5
Per Capita $	$764.19	$228.56
% of Total	16.1%	11.9%
Charges for Services ($000s)	$68,334.7	$11,260,065.1
Per Capita $	$928.97	$612.51
% of Total	19.5%	31.9%
Judgments, Fines, and Forfeits ($000s)	$1,629.3	$143,277.6
Per Capita $	$22.15	$7.79
% of Total	0.5%	0.4%
Miscellaneous Revenues ($000s)	$4,792.5	$906,487.4
Per Capita $	$65.15	$49.31
% of Total	1.4%	2.6%
Other Sources ($000s)	$90,393.9	$6,843,378.9
Per Capita $	$1,228.85	$372.26
% of Total	25.9%	19.4%

Expenditures 2012-13	Monroe County	Florida*
Total - All Expenditure Account Codes ($000s)	$347,933.85	$35,166,126.47
Per Capita $	$4,729.93	$1,912.92
% of Total	99.5%	99.6%
General Government Services** ($000s)	$41,482.86	$6,656,011.37
Per Capita $	$563.93	$362.07
% of Total	11.9%	18.9%
Public Safety ($000s)	$95,867.15	$7,985,046.91
Per Capita $	$1,300.53	$434.36
% of Total	27.4%	22.6%
Physical Environment ($000s)	$42,093.87	$4,010,157.73
Per Capita $	$572.24	$218.14
% of Total	12.0%	11.4%
Transportation ($000s)	$18,364.77	$4,248,314.58
Per Capita $	$249.66	$231.09
% of Total	5.3%	12.0%
Economic Environment ($000s)	$27,383.72	$1,344,639.65
Per Capita $	$372.26	$73.14
% of Total	7.8%	3.8%
Human Services ($000s)	$24,706.97	$2,960,257.60
Per Capita $	$335.88	$161.03
% of Total	7.1%	8.4%
Culture / Recreation ($000s)	$4,776.65	$1,389,486.43
Per Capita $	$64.94	$75.58
% of Total	1.4%	3.9%
Other Uses and Non-Operating ($000s)	$84,945.78	$5,581,727.34
Per Capita $	$1,154.78	$303.63
% of Total	24.3%	15.8%
Court-Related Expenditures ($000s)	$8,512.09	$990,486.86
Per Capita $	$115.72	$53.88
% of Total	2.4%	2.8%

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

State Infrastructure

Transportation	Monroe County	Florida
State Highway		
Centerline Miles	57.6	12,085.9
Lane Miles	115.2	43,337.4
State Bridges		
Number	58	6,783
State Facilities		
Buildings/Facilities (min. 300 Square Feet)		
Number	163	15,455
Square Footage	627,123	216,133,686
State Lands		
Conservation Lands		
Parcels	2,062	38,328
Acreage	88,032.0	3,140,422.9
Non-Conservation Lands		
Parcels	108	5,880
Acreage	561.5	160,353.7

State and Local Taxation

2014 Ad Valorem Millage Rates	Monroe County	
	County-Wide	Not County-Wide*
County	3.1275	0.8121
School	3.8260	
Municipal		1.3913
Special Districts	0.4824	0.4810

*MSTU Included in Not County-Wide "County" category

Prepared by:
Florida Legislature
Office of Economic and Demographic Research
111 W. Madison Street, Suite 574
Tallahassee, FL 32399-6588
(850) 487-1402 http://edr.state.fl.us

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Division: County Administrator

Bulk Item: Yes ___ No _X_ Staff Contact Person/Phone #: Lisa Tennyson x4444

AGENDA ITEM WORDING:
Presentation by Florida Department of Environmental Protection to discuss the Department's 2016 legislative budget request to address the safety conditions of the historic pedestrian bridges along the Florida Keys Overseas Heritage Trail, and approval of County Commission resolution supporting FDEP's legislative budget request.

ITEM BACKGROUND:
Florida DEP, working with FDOT is preparing to seek a funding appropriation through a legislative budget request to address issues related to the condition of the pedestrian bridges in the Florida Keys.

The amount of the budget request is $13.5M for the following:

- $5M for removal of most severely damaged/crumbling sections of cantilevers;
- $5M for a comprehensive study (including a preliminary project screening and scoping) of the condition of all 23 bridges and repair/rehabilitation options;
- $3.5M for restoration of the Bahia Honda scenic overlook.

Main issues:

- 23 historic bridges (subset of the 42 bridges along US1);
- 14 of the bridges have cantilevers, 9 do not;
- 6 of the bridges have been closed;
- Crumbling cantilever sections pose hazards to trail users and boaters;
- Crumbling cantilever sections pose environmental impacts to the National Marine Sanctuary waters;
- Bridges are on the National Register of Historic Places;
- Bridges are the property of FDEP's Division of State Lands; they do not fall within the FDOT right-of-way.

These bridges are an essential part of the Florida Keys Overseas Heritage Trail. The Florida Keys Overseas Heritage Trail Master Plan (completed in 2000) was prepared by Monroe County in partnership with FDEP, FDOT, and the National Park Services to fulfill the expressed vision by Monroe County citizens to have a continuous trail along US 1 spanning the length of the Keys. As such, completion of the trail is a high priority for the County, FDEP and other project stakeholders.

County commissioners, staff, and lobbyists have been meeting with DEP and DOT and advocating for funding for these bridges for the past two years, since DEP's bridge closure was released in 2014.

Attached is a resolution expressing support for the legislative budget request.

Also attached are back-up materials including FDEP's maps and current status of the bridges, FDEP project description and preliminary environmental discussion, and FDEP's Senate committee presentation.

PREVIOUS RELEVANT BOCC ACTION:

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 MS

DOCUMENTATION: Included XX Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

RESOLUTION NO. _____ - 2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA EXPRESSING SUPPORT FOR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S 2016 LEGISLATIVE BUDGET REQUEST IN THE AMOUNT OF $13.5 MILLION TO ADDRESS THE SIGNIFICANT SAFETY CONDITIONS AND ENVIRONMENTAL IMPACTS OF THE 23 HISTORIC PEDESTRIAN BRIDGES ALONG THE FLORIDA KEYS OVERSEAS HERITAGE TRAIL; AND PROVIDING DISTRIBUTION INSTRUCTIONS AND AN EFFECTIVE DATE.

WHEREAS, there are 23 historic bridges that currently serve as part of the Florida Keys Overseas Heritage Trail and they span approximately 63 miles in Monroe County extending from East Rockland Key at Rockland Channel Bridge (MM 9.8), the southernmost bridge, to Lower Matecumbe Key at Channel #2 Bridge (MM 73), the northernmost historic bridge; and

WHEREAS, the 23 bridges are a subset of 42 bridges originally constructed as part of the Overseas Railroad, completed in 1912; and

WHEREAS, in the early 1940s, the Overseas Railroad was converted to the Overseas Highway, and as part of this the 13-foot wide railroad bridges were widened using steel and concrete cantilevers to 27 feet to accommodate two lane vehicular traffic; and

WHEREAS, in the early 1980's the historic bridges were decommissioned to vehicular traffic as new, parallel vehicular bridges were constructed by FDOT as part of US1; and

WHEREAS, the 23 bridges remain on the National Register of Historic Places; and

WHEREAS, the 23 bridges are an essential part of the Florida Keys Overseas Heritage Trail. The Florida Keys Overseas Heritage Trail Master Plan (completed in 2000) was prepared by Monroe County in partnership with FDEP, FDOT, and the National Park Services to fulfill the expressed vision by Monroe County citizens to have a continuous trail along US 1 spanning the length of the Keys; and

WHEREAS, based on bridge inspection reports conducted in 2012-2013 by FDEP and a review of the reports conducted in 2013 by FDOT, the 23 historic bridges along the Florida Keys Overseas Heritage Trail, have been determined to be "structurally deficient" and have deteriorated to various states of disrepair, especially the cantilevered deck slab overhangs on many of the bridges which are deteriorated and crumbling; and

WHEREAS, the bridges now pose safety issues for both trail users and boaters such that bridge closures, and hence closure of the Florida Keys Overseas Heritage Trail, have already occurred due to public safety concerns and signs warning boaters of falling debris have additionally been places at various bridge locations; and

WHEREAS, the bridge conditions also pose environmental hazards as the debris of the deteriorating bridge elements is falling into the Florida Keys National Marine Sanctuary which is also classified as Outstanding Florida Waters, and the entire sanctuary is considered a Habitat Area Particular Concern due

to its important ecological role in the life cycles of federally managed fish species, and is critical habitat for a number of listed species federal refuges, and the bridges span state refuges, parks and FDEP-designated aquatic preserves; and

WHEREAS, Florida DEP, working with FDOT, has prepared a legislative budget request in the amount of $13.5 million, the primary focus of which is to address the integrity issues of the bridge structures in order to improve safety conditions for trail users and boaters; and

WHEREAS, the FDEP legislative budget request will allocate funds toward the removal of the most severely deteriorated cantilever/overhang sections of the bridges and for a Project Development and Environment study that will further examine improvement options, costs, and funding sources to address the deficiencies of the 23 bridges; and

WHEREAS, this project is intended address significant safety and environmental hazards and to to reinstate the use of the historic bridges for recreational purposes by allowing for the completion of the trail, meeting the goals of the Florida Keys Overseas Heritage Trail Master Plan.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA THAT:

1. Monroe County fully endorses Florida Department of Environmental Protection's 2016 Legislative Budget Request and wishes to express its gratitude for the support of the Florida Departments of Environmental Protection and Transportation, the Legislature, and the Governor.

2. The Clerk is directed to send copies of this resolution to:
    a. Governor Rick Scott;
    b. The Monroe County Legislative Delegation;
    c. President Andy Gardiner, Florida Senate;
    d. Speaker Steve Crisafulli, Florida House of Representatives;
    e. Florida DEP Secretary Jon Steverson; and
    f. Florida DOT Secretary Jim Boxold.

3. This resolution shall take effect upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 20th day of January, 2016.

Mayor Heather Carruthers	_____
Mayor Pro Tem George Neugent	_____
Commissioner Danny Kolhage	_____
Commissioner David Rice	_____
Commissioner Sylvia Murphy	_____

(SEAL)

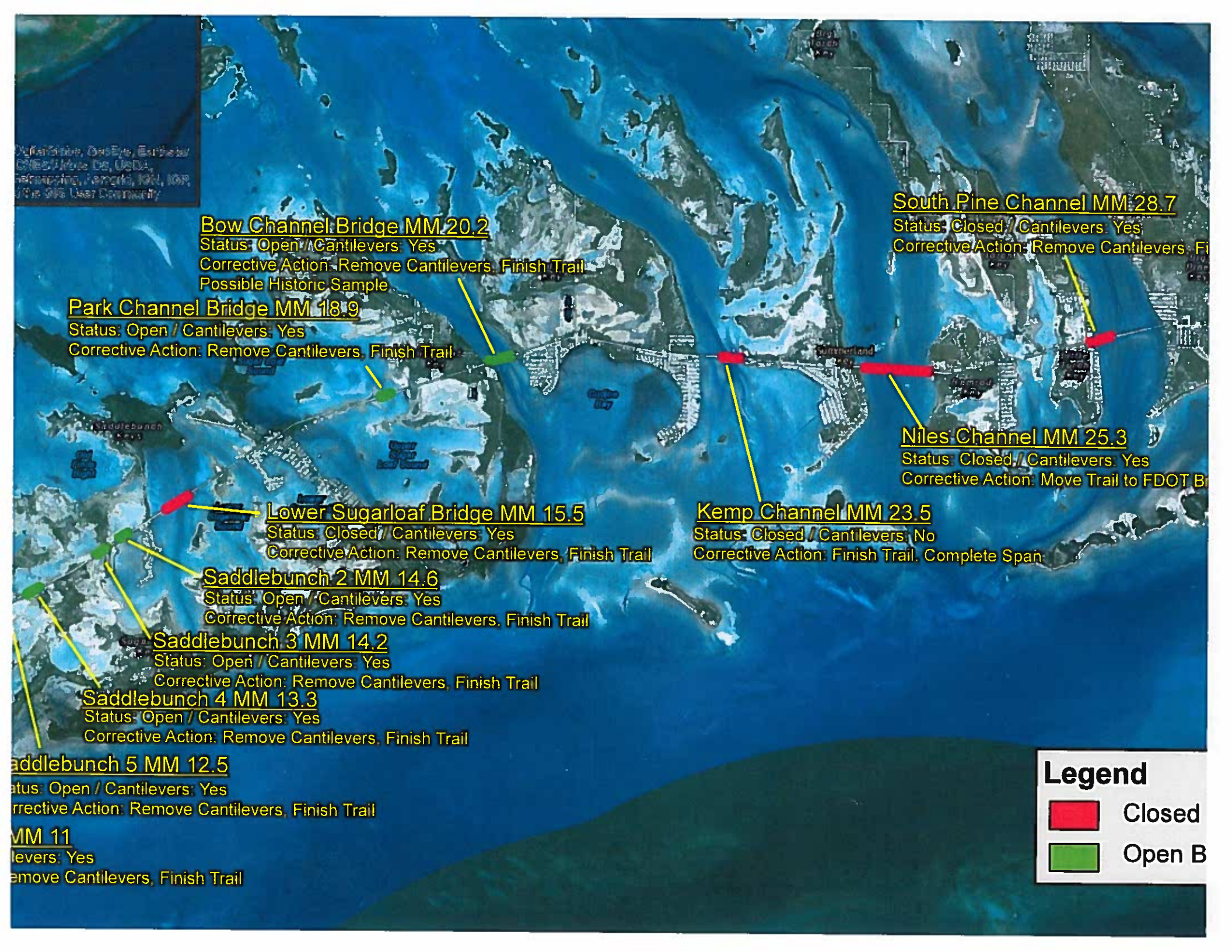
Attest: AMY HEAVILIN, CLERK

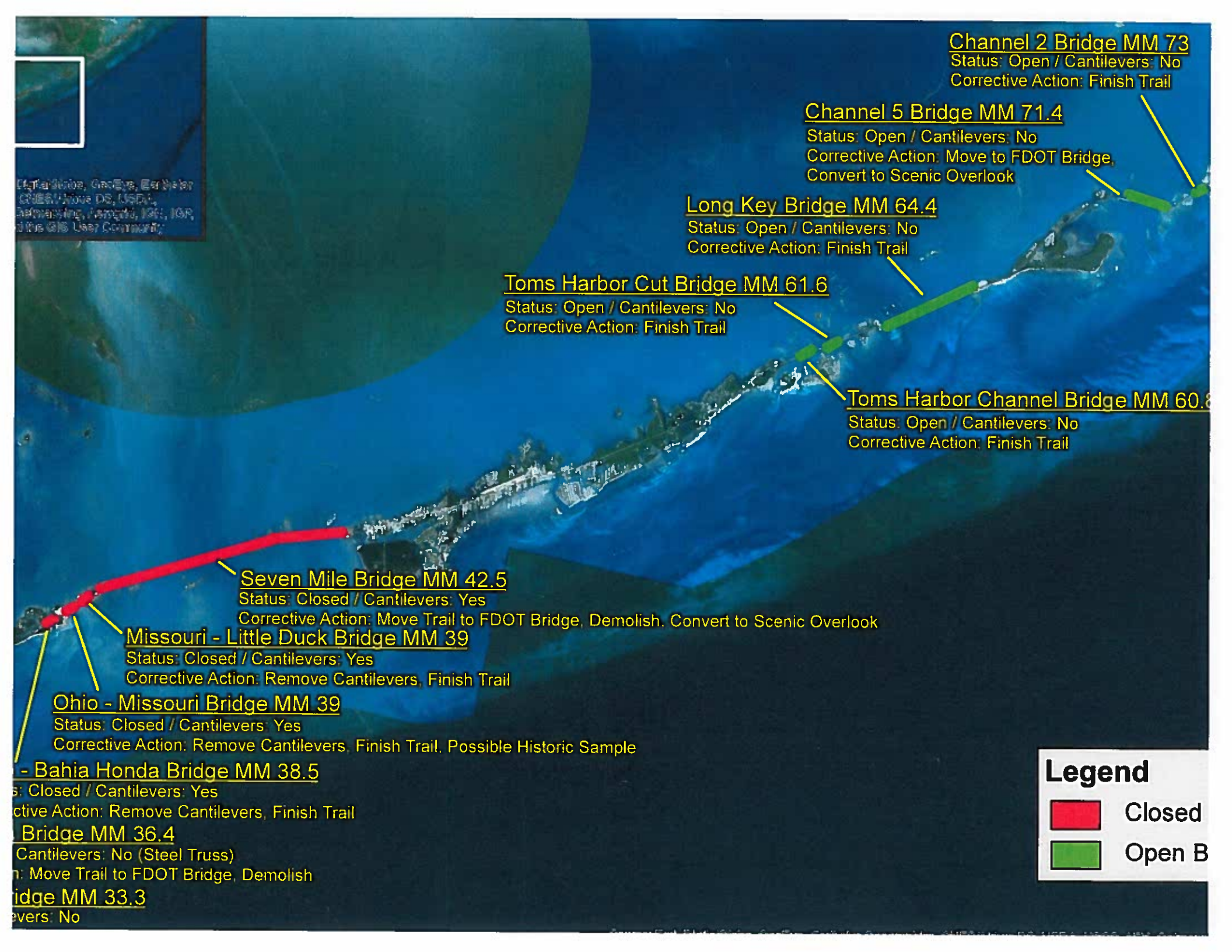
By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
ROBERT B. SHILLINGER, JR.
COUNTY ATTORNEY
Date 12-17-15


Bow Channel Bridge MM 20.2
Status: Open / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail
Possible Historic Sample
Park Channel Bridge MM 18.9
Status: Open / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail
South Pine Channel MM 28.7
Status: Closed / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Fi
Niles Channel MM 25.3
Status: Closed / Cantilevers: Yes
Corrective Action: Move Trail to FDOT B
Lower Sugarloaf Bridge MM 15.5
Status: Closed / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail
Kemp Channel MM 23.5
Status: Closed / Cantilevers: No
Corrective Action: Finish Trail, Complete Span
Saddlebunch 2 MM 14.6
Status: Open / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail
Saddlebunch 3 MM 14.2
Status: Open / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail
Saddlebunch 4 MM 13.3
Status: Open / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail
addlebunch 5 MM 12.5
tus: Open / Cantilevers: Yes
rrective Action: Remove Cantilevers, Finish Trail
MM 11
levers: Yes
emove Cantilevers, Finish Trail
Legend
Closed
Open B


Channel 2 Bridge MM 73
Status: Open / Cantilevers: No
Corrective Action: Finish Trail
Channel 5 Bridge MM 71.4
Status: Open / Cantilevers: No
Corrective Action: Move to FDOT Bridge, Convert to Scenic Overlook
Long Key Bridge MM 64.4
Status: Open / Cantilevers: No
Corrective Action: Finish Trail
Toms Harbor Cut Bridge MM 61.6
Status: Open / Cantilevers: No
Corrective Action: Finish Trail
Toms Harbor Channel Bridge MM 60.8
Status: Open / Cantilevers: No
Corrective Action: Finish Trail
Seven Mile Bridge MM 42.5
Status: Closed / Cantilevers: Yes
Corrective Action: Move Trail to FDOT Bridge, Demolish, Convert to Scenic Overlook
Missouri - Little Duck Bridge MM 39
Status: Closed / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail
Ohio - Missouri Bridge MM 39
Status: Closed / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail, Possible Historic Sample
- Bahia Honda Bridge MM 38.5
: Closed / Cantilevers: Yes
ctive Action: Remove Cantilevers, Finish Trail
Bridge MM 36.4
Cantilevers: No (Steel Truss)
: Move Trail to FDOT Bridge, Demolish
idge MM 33.3
evers: No
Legend
Closed
Open B

Project Description

#14249 Florida Keys Historic Bridges

District: District 6
County: Monroe
Planning Organization: FDOT District 6
Plan ID: Not Available
Phase: Programming Screen
From: East Rockland Key
To: Lower Matecumbe Key
Financial Management No.: Not Available
Federal Involvement: Other Federal Funding FHWA Funding Other Federal Permit USCG Bridge Permit

Contact Information: Steven Craig James (305) 470-5221 Steven.James@dot.state.fl.us
Snapshot Data From: Current Draft Data

Purpose and Need

Purpose and Need

The purpose of this project is to address safety conditions pertaining to structural and functional deficiencies associated with the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Over the years, the historic bridges have deteriorated to various states of disrepair. The bridges now pose safety issues for both trail users and boaters, as well as environmental hazards. In addition, the bridges were built to standards that do not meet current state requirements, thereby categorizing them as "Functionally Obsolete". The Project Development and Environment (PD&E) Study will further examine improvement options, costs, and funding sources to address the deficiencies of the twenty-three bridges. The PD&E Study will also evaluate 1) retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks, as well as 2) the potential reconnection (through the addition of a new structural component to fill the existing span gap) of the historic South Pine Channel Bridge, to allow for the completion of the Florida Department of Environmental Protection's (FDEP) Florida Keys Overseas Heritage Trail. It should be noted that four of the twenty-three historic bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] contain span gaps or navigational breaks in order to meet United States Coast Guard (USCG) 40' and 65' vertical clearance navigational requirements as they traverse USCG designated navigable waterways. Inclusion of a trail facility on these four bridges will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. The need for the project is based on the following primary and secondary criteria:

PRIMARY CRITERIA

STRUCTURAL AND FUNCTIONAL DEFICIENCIES

Based on Bridge Inspection Reports conducted in 2012 - 2013 by FDEP and a review of the Bridge Inspection Reports conducted in 2013 by FDOT, the twenty-three Florida Keys Historic Bridges have been determined to be "Structurally Deficient" [defined as bridge elements that are found to be in poor condition or worse].

While the overall condition of the substructure of the twenty-one concrete spandrel arch bridges is satisfactory [receiving a National Bridge Inventory (NBI) General Condition Rating (GCR) of 6 (with 0 as failed condition and 9 as excellent condition)], the overall condition of the superstructure (deck slab overhangs and transverse steel I-beams) of each bridge ranges from fair to imminent failure [with NBI GCRs of 5 or lower] categorizing the superstructure as Structurally Deficient. The deck slab overhangs on numerous bridges have deteriorated so badly that portions of the overhangs are threatening to collapse into the water (the Niles Channel Bridge has already experienced this in 2011). Of major concern are the concrete spalls on the underside of the deck slab overhangs, exposing a significant amount of corroded reinforcing steel. Likewise, several of the transverse steel I-beams have deteriorated to a point where they are beyond reasonable repair; failure of the steel I-beams is imminent. Generally, the transverse steel I-beams remain present on bridges that have had the deck slab overhangs removed. The exposed steel I-beams show evidence of corrosion, and severe rust stains are present where the beams meet the face of the concrete spandrel arches (substructure). Corrosion and rust is additionally

evident at locations where the transverse steel I-beams have been cut back to reflect the original 13-foot width of the bridges. Further, five of the bridges still have an abandoned utility pipe attached to the side of the concrete spandrel arches. The pipe and pipe supports are in very poor condition. Even where the utility pipe has been removed, corroded pipe supports remain.

The substructures of both the Bahia Honda Bridge and Seven Mile Bridge range from satisfactory to poor condition. However, the steel truss and steel girder superstructure sections of the Bahia Honda Bridge range from imminent failure to failed condition [with NBI GCRs of 1 or 0]. Similarly, the deck slab overhangs and steel girder superstructure segment of the Seven Mile Bridge range from imminent failure to failed condition [with NBI GCRs of 1 or 0].

It should also be noted that the handrails along the bridges are currently substandard as they do not meet the minimum FDOT height requirement of 42" for pedestrian and bicycle railings. This substandard element poses a concern related to trail user safety along the bridges and, thereby, categorizes the bridges as "Functionally Obsolete".

The primary focus of this project is to address the integrity issues of the bridge structures in order to improve safety conditions for trail users and boaters. Bridge closures (and hence closure of the Florida Keys Overseas Heritage Trail) have already occurred due to public safety concerns. Signs warning boaters of falling debris have additionally been placed at various bridge locations. The proposed bridge improvements (repair/rehabilitation versus removal of deteriorating cantilevered road deck) are specifically intended to:
- Prevent the collapse of the deck slab overhangs and transverse steel I-beams (and, hence, falling debris into the surrounding sensitive environment);
- Remove corroded steel within the concrete spandrel arches to promote long term rehabilitation of the substructure and prevent further concrete substructure spalling;
- Address the functionally obsolete handrails of the bridges as they do not comply with current FDOT design standards; and
- Enhance the overall aesthetics of the bridges by addressing corroded, cracking, and deteriorating bridge elements.

SECONDARY CRITERIA

NATURAL RESOURCES

Another need for the project is to reduce adverse impacts to the highly sensitive surrounding natural environment and associated resources (protected waters, habitats, and species) as a result of falling debris from the deteriorating cantilevered road deck of the bridges.

The bridges span the Florida Keys National Marine Sanctuary which encompasses the Florida Keys, federal refuges (e.g., Key Deer National Wildlife Refuge), state parks (e.g., Bahia Honda and Long Key), and FDEP designated aquatic preserves (e.g., Coupon Bight Aquatic Preserve at Big Pine Key). The Florida Keys National Marine Sanctuary is classified as Special Waters Outstanding Florida Waters, and the entire sanctuary is considered a Habitat Area of Particular Concern due to its important ecological role in the life cycles of federally managed fish species. Accordingly, submerged aquatic vegetation (seagrass), mangrove swamp habitat, coral and coral reefs, live/hard bottom, and sand/mud bottom found within the sanctuary serve as Essential Fish Habitat for several federally-managed fish species and their prey. The Florida Keys National Marine Sanctuary further provides important and/or critical habitat for a number of listed species such as the West Indian manatee, various species of sea turtles, the American crocodile, and elkhorn and staghorn corals. It should additionally be noted that the bridges span Bahia Honda State Park, also classified as Other Outstanding Florida Waters, and several Verified Impaired Florida Waters.

As indicated through the above-identified features, the habitats and waters surrounding the bridges are highly protected. The proposed bridge improvements are intended to provide a holistic approach to addressing the falling debris of the deteriorating bridge elements, thereby reducing potential adverse impacts (and more so cumulative adverse effects) to surrounding wildlife, habitat, and water resources. The FDOT and FDEP are interested in seeking blanket biological opinions from resource agencies in order to address concerns regarding the issuance of permits as well as associated mitigation strategies as a result of improvements in a comprehensive manner.

RECREATIONAL USE

While the twenty-three historic bridges currently serve as part of the Florida Keys Overseas Heritage Trail, the trail facility is incomplete. Completion of the trail over the last several years has been a challenge due to the deteriorating condition of the superstructure of each bridge, particularly as portions of the deck slab overhangs on numerous bridges have collapsed or are threatening to collapse into the water. For this reason, some of the bridges or spans of the bridges have been converted to fishing piers or have been closed for public access.

The Florida Keys Overseas Heritage Trail Master Plan (completed in 2000) was prepared by Monroe County in partnership with FDEP, FDOT, and the National Park Service to fulfill the expressed vision by Monroe County citizens to have a continuous trail along US Highway 1 spanning the length of the Florida Keys in order to 1) enhance community recreational opportunities, 2) provide safe non-motorized transportation to schools and businesses, and 3) enable residents and visitors to enjoy natural resources along US Highway 1 (such as federal refuges and state parks). As such, completion of the Florida Keys Overseas Heritage Trail is a top priority for citizens of the area, Monroe County, FDEP, and other project stakeholders. The project is intended to:

- Reinstate the use of the historic bridges for recreational purposes by allowing for the completion of the trail;
- Meet goals of the Florida Keys Overseas Heritage Trail Master Plan and several other local plans; and
- Enhance recreational opportunities for both trail users and boaters by addressing the integrity issues of the bridge structures to improve safety conditions.

Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated as part of the PD&E Study.

Project Description

This project will address safety conditions due to structural and functional deficiencies associated with the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, the project will also evaluate 1) retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks, as well as 2) the potential reconnection (through the addition of a new structural component to fill the existing span gap) of the historic South Pine Channel Bridge. These improvements are ultimately intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Department of Environmental Protection's (FDEP) Florida Keys Overseas Heritage Trail, a shared-use path supporting recreational activities. It should be noted that four of the twenty-three historic bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] contain span gaps or navigational breaks in order to meet United States Coast Guard (USCG) 40' and 65' vertical clearance navigational requirements as they traverse USCG designated navigable waterways. Inclusion of a trail facility on these four bridges will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards.

The twenty-three Florida Keys Historic Bridges span approximately 63 miles in Monroe County extending from East Rockland Key at Rockland Channel Bridge (Mile Marker 9.8), the southernmost historic bridge, to Lower Matecumbe Key at Channel #2 Bridge (Mile Marker 73.0), the northernmost historic bridge. The twenty-three bridges are a subset of forty-two bridges originally constructed as part of the Overseas Railroad, completed in 1912. The bridges are considered property of the FDEP's Division of State Lands Board of Trustees of the Internal Improvement Trust Fund as they serve as part of the FDEP's Florida Keys Overseas Heritage Trail. The bridges do not fall within Florida Department of Transportation (FDOT) right-of-way.

The bridges are additionally a component of the Florida Keys Scenic Highway corridor and parallel existing US Highway 1, which connects the islands of the Florida Keys to the mainland. While the twenty-three historic bridges are not included on Florida's Strategic Intermodal System (SIS) network, they span or are in proximity to a designated SIS facility (Atlantic Intracoastal Waterway).

An ETDM Programming Screen is being conducted for this project by the FDOT in cooperation with the FDEP. Although, FDOT is leading the ETDM screening event, FDEP is serving as the lead agency on the project. FDOT and FDEP, in coordination with other state and federal agencies, will review the twenty-three bridges as a single resource (and, therefore, as one project) in order to facilitate a more holistic approach in addressing the bridge deficiencies. As such, the range of improvement options, costs, and funding sources to address the deficiencies of the bridges will be explored in detail and refined during the Project Development and Environment (PD&E) Study. Use of the bridges for recreational purposes will also be considered during the PD&E Study. Information resulting from the ETDM screening event is intended to inform the scope and cost of the PD&E Study. Currently, FDEP plans to seek state funding to conduct the PD&E Study through a Legislative Budget Request in January 2016. While other potential sources to fund remaining project phases are unknown at this time, the project will maintain eligibility to receive future state and federal funding.

BACKGROUND

The twenty-three historic bridges were constructed in the early 1900s as part of the Key West Extension of the Florida East Coast Railway (also known as the Overseas Railroad). All of the historic bridges, with the exception of the Bahia Honda Bridge and the majority of the Seven Mile Bridge, are of concrete spandrel arch construction. The Bahia Honda Bridge and a portion of the Seven Mile Bridge consist of steel trusses and steel plate girders, respectively. While each historic bridge varies in length, all were originally built to a standard width of 13 feet.

In the late 1930s/early 1940s, the Overseas Railroad was converted to the Overseas Highway. As such, the 13-foot wide railroad bridges were widened to 27 feet (out-to-out) or 22 feet (curb-to-curb) to accommodate two vehicular travel lanes and railings, doubling the width of the traffic bed. Transverse steel I-beams, spaced 10 feet apart, were laid across the width of the concrete spandrel arch railroad bridges to cantilever over the sides. These beams supported concrete overhang slabs and railings constructed from old Florida East Coast Railway track. A similar deck was constructed over the steel plate girders of the Seven Mile Bridge and on top of the steel trusses of the Bahia Honda Bridge.

In the early 1980s, the historic bridges were decommissioned to vehicular traffic as new, parallel vehicular bridges were constructed by the FDOT as part of US Highway 1. The twenty-three historic bridges that remain are listed on the National Register of Historic Places.

Currently, the bridges exist in various conditions as a result of rehabilitation projects over the years. Based on Bridge Inspection Reports conducted in 2012 - 2013 by FDEP and a review of the Bridge Inspection Reports conducted in 2013 by FDOT, a total of fourteen bridges still have overhangs; four of these fourteen bridges [Ohio-Missouri Bridge, Ohio-Bahia Honda Bridge, Missouri-Little Duck Bridge, and Lower Sugarloaf Bridge] have been prioritized for immediate attention as the overhangs are in imminent failure condition. Accordingly, the deck slab overhangs have been entirely

removed from seven of the bridges and partially removed from the Seven Mile Bridge. Some of the bridges have been rehabilitated in an attempt to preserve their historic character, keeping the corroded deck slab overhangs and transverse steel I-beams intact. In some cases, the rehabilitation method involved adding Carbon Fiber Reinforced Polymer (CFRP) / Near Surface Reinforcement along the top surface of the center deck slab, continuous into the overhang slabs, to prevent the overhang slabs from collapsing. In addition, at least one bridge had additional steel braces added to support the deck slab overhangs. Further, some of the bridges or spans of the bridges have been converted to fishing piers, or spans of some bridges have been removed to allow channel breaks for navigational purposes.

It should be noted that while the twenty-three historic bridges serve as part of the Florida Keys Overseas Heritage Trail, the trail facility is currently incomplete. In 2000, Monroe County (in partnership with FDEP, FDOT, and the National Park Service) prepared the Florida Keys Overseas Heritage Trail Master Plan to fulfill the expressed vision by Monroe County citizens to have a continuous trail along US Highway 1 spanning the length of the Florida Keys in order to 1) enhance community recreational opportunities, 2) provide safe non-motorized transportation to schools and businesses, and 3) enable residents and visitors to enjoy natural resources along US Highway 1. As such, completion of the Florida Keys Overseas Heritage Trail is a top priority for citizens of the area, Monroe County, FDEP, and other project stakeholders. Once work to repair/rehabilitate and/or remove deteriorating bridge elements has been performed, improvements intended to allow for the incorporation of a future trail facility on the historic bridges (to complete the Florida Keys Overseas Heritage Trail) will be evaluated as part of the PD&E Study.

ATTACHMENT 1: Bridge Inventory in the EST presents the existing conditions, repairs that have been performed to date, and potential improvements proposed for each bridge.

PROJECT SET-UP

Due to the fact that the twenty-three historic bridges [presented as twenty-three individual feature segments in the Environmental Screening Tool (EST)] will be reviewed as a single resource, one ETDM Project has been established in the EST. However, for management and reporting purposes of EST data, the twenty-three bridges have been divided into three geographic clusters. Each cluster of bridges corresponds to an EST alternative. The three clusters (or EST alternatives) are defined below.

Alternative 1- East Rockland Key to Big Pine Key

The twelve bridges that compose Cluster 1 or Alternative 1, the southernmost historic bridges extending from East Rockland Key (south) to Big Pine Key (north), include:

-Rockland Channel Bridge (Feature 1)
-Shark Channel Bridge (Feature 2)
-Saddlebunch #5 Bridge (Feature 3)
-Saddlebunch #4 Bridge (Feature 4)
-Saddlebunch #3 Bridge (Feature 5)
-Saddlebunch #2 Bridge (Feature 6)
-Lower Sugarloaf Bridge (Feature 7)
-Park Channel Bridge (Feature 8)
-Bow Channel Bridge (Feature 9)
-Kemp Channel Bridge (Feature 10)
-Niles Channel Bridge (Feature 11)
-South Pine Channel Bridge (Feature 12)

Alternative 2- Big Pine Key to Marathon
The six bridges that compose Cluster 2 or Alternative 2, the more central historic bridges extending from Big Pine Key (south) to Marathon (north), include:

-Spanish Harbor Bridge (Feature 13)
-Bahia Honda Bridge (Feature 14)
-Ohio-Bahia Honda Bridge (Feature 15)
-Ohio-Missouri Bridge (Feature 16)
-Missouri-Little Duck Bridge (Feature 17)
-Seven Mile Bridge (Feature 18)

Alternative 3- Marathon to Lower Matecumbe Key
The five bridges that compose Cluster 3 or Alternative 3, the northernmost historic bridges extending from Marathon (south) to Lower Matecumbe Key (north), include:

-Toms Harbor Channel Bridge (Feature 19)
-Toms Harbor Cut Bridge (Feature 20)
-Long Key Bridge (Feature 21)
-Channel #5 Bridge (Feature 22)
-Channel #2 Bridge (Feature 23)

TRANSPORTATION PLAN CONSISTENCY

While existing US Highway 1 bridge improvements and projects to retrofit various Florida Keys Historic Bridges to include segments of the Florida Keys Overseas Heritage Trail are identified in the FY 2016 - FY 2020 FDOT Work Program, the State Transportation Improvement Program (STIP), and the Monroe County Comprehensive Plan 2010-2030 Update, uniform enhancements to address the structural and functional deficiencies of the twenty-three historic bridges are not reflected in the referenced plans.

Several local plans [including the Lower Keys Livable Communikeys Plan, US-1 Corridor Enhancement Plan, Florida Scenic Highway Interpretive Master Plan and Corridor Management Plan, Monroe County Bicycle and Pedestrian Plan, and the Florida Keys Overseas Heritage Trail (FKOHT) Master Plan] currently classify the completion of the Florida Keys Overseas Heritage Trail (extending from Mile Marker 0 to Mile Marker 106.5 using the twenty-three historic bridges) as a priority project. However, the FKOHT Master Plan also recommends the removal of the deck slab overhangs from all bridges where overhangs remain with the exception of two bridges. The Bow Channel Bridge and the Ohio-Missouri Bridge are proposed to be maintained to reflect the historical character of the old Overseas Highway. The Seven Mile Bridge and Bahia Honda Bridge are additionally recommended to be preserved.

Once the scope for the Florida Keys Historic Bridges PD&E Study is complete, FDOT will work to modify the FDOT Work Program and STIP to ensure the identified bridge improvements are included in these above-referenced documents. These two documents will additionally be updated to reflect funding required for future project phases (Design and Construction) based upon the refined improvements, costs, and funding sources determined as a result of the PD&E Study. FDOT and FDEP will also coordinate with Monroe County, and the various municipalities along the project corridor, to ensure that the Florida Keys Historic Bridges project is consistent with the respective local comprehensive plans.

Summary of Public Comments

Summary of Public Comments is not available at this time.

Justification

A Public Involvement Plan (PIP) will be prepared and conducted during the PD&E phase of this project.

Planning Consistency Status

No information available.

Potential Lead Agencies

- Federal Highway Administration

Exempted Agencies

Agency Name	Justification	Date
Federal Transit Administration	FTA has requested to be exempt from reviewing any non-transit projects.	09/05/2015

Project Documents

Date	Type	Size	Link / Description
11/20/2015	Ancillary Project Documentation	120 KB	http://etdmpub.fla-etat.org/est/servlet/blobViewer?blobID=20283 Attachment 1_Bridge Inventory
09/16/2015	Ancillary Project Documentation	1021 KB	http://etdmpub.fla-etat.org/est/servlet/blobViewer?blobID=20285 Florida Keys Historic Bridges GoToWebinar Presentation

User Defined Communities Within 500 Feet

No user defined communities were found within a 500 ft. buffer distance for this project.

Census Places Within 500 Feet

- Big Coppitt Key
- Big Pine Key
- Cudjoe Key
- Duck Key
- Islamorada, Village of Islands
- Marathon

Alternative #1 - East Rockland Key-Big Pine Key

Alternative Description

Name	From	To	Type	Status	Total Length	Cost	Modes	SIS
East Rockland Key -Big Pine Key	East Rockland Key	Big Pine Key	Bridge	ETAT Review	3.04 mi.		Bicycle Pedestrian	N

Segment Description(s)

Location and Length

Segment Record	Segment Name	Facility Name	Beginning Location	Ending Location	Length (mi.)	Roadway Id	BMP	EMP
1	Rockland Channel Bridge	Rockland Channel Bridge			0.24			
2	Shark Channel Bridge	Shark Channel Bridge			0.38			
3	Saddlebunch #5 Bridge	Saddlebunch #5 Bridge			0.16			
4	Saddlebunch #4 Bridge	Saddlebunch #4 Bridge			0.16			
5	Saddlebunch #3 Bridge	Saddlebunch #3 Bridge			0.13			
6	Saddlebunch #2 Bridge	Saddlebunch #2 Bridge			0.11			
7	Lower Sugarloaf Bridge	Lower Sugarloaf Bridge			0.23			
8	Park Channel Bridge	Park Channel Bridge			0.15			
9	Bow Channel Bridge	Bow Channel Bridge			0.25			

10	Kemp Channel Bridge	Kemp Channel Bridge			0.19			
11	Niles Channel Bridge	Niles Channel Bridge			0.84			
12	South Pine Channel Bridge	South Pine Channel Bridge			0.16			

Jurisdiction and Class

Segment Record	Segment Name	Jurisdiction	Urban Service Area	Functional Class
1	Rockland Channel Bridge		In/Out	
2	Shark Channel Bridge			
3	Saddlebunch #5 Bridge			
4	Saddlebunch #4 Bridge		In/Out	
5	Saddlebunch #3 Bridge		In/Out	
6	Saddlebunch #2 Bridge			
7	Lower Sugarloaf Bridge		In/Out	
8	Park Channel Bridge		In/Out	
9	Bow Channel Bridge		In/Out	
10	Kemp Channel Bridge		In/Out	
11	Niles Channel Bridge		In/Out	
12	South Pine Channel Bridge			

Base Conditions

Segment Record	Segment Name	Year	AADT	Lanes	Config
1	Rockland Channel Bridge				
2	Shark Channel Bridge				
3	Saddlebunch #5 Bridge				
4	Saddlebunch #4 Bridge				
5	Saddlebunch #3 Bridge				
6	Saddlebunch #2 Bridge				
7	Lower Sugarloaf Bridge				
8	Park Channel Bridge				
9	Bow Channel Bridge				
10	Kemp Channel Bridge				
11	Niles Channel Bridge				
12	South Pine Channel Bridge				

Interim Plan

Segment Record	Segment Name	Year	AADT	Lanes	Config
1	Rockland Channel Bridge				
2	Shark Channel Bridge				
3	Saddlebunch #5 Bridge				
4	Saddlebunch #4 Bridge				
5	Saddlebunch #3 Bridge				

6	Saddlebunch #2 Bridge				
7	Lower Sugarloaf Bridge				
8	Park Channel Bridge				
9	Bow Channel Bridge				
10	Kemp Channel Bridge				
11	Niles Channel Bridge				
12	South Pine Channel Bridge				

Needs Plan

Segment Record	Segment Name	Year	AADT	Lanes	Config
1	Rockland Channel Bridge				
2	Shark Channel Bridge				
3	Saddlebunch #5 Bridge				
4	Saddlebunch #4 Bridge				
5	Saddlebunch #3 Bridge				
6	Saddlebunch #2 Bridge				
7	Lower Sugarloaf Bridge				
8	Park Channel Bridge				
9	Bow Channel Bridge				
10	Kemp Channel Bridge				
11	Niles Channel Bridge				
12	South Pine Channel Bridge				

Cost Feasible Plan

Segment Record	Segment Name	Year	AADT	Lanes	Config
1	Rockland Channel Bridge				
2	Shark Channel Bridge				
3	Saddlebunch #5 Bridge				
4	Saddlebunch #4 Bridge				
5	Saddlebunch #3 Bridge				
6	Saddlebunch #2 Bridge				
7	Lower Sugarloaf Bridge				
8	Park Channel Bridge				
9	Bow Channel Bridge				
10	Kemp Channel Bridge				
11	Niles Channel Bridge				
12	South Pine Channel Bridge				

Funding Sources

No funding sources found.

Alternative #2 - Big Pine Key-Marathon

Alternative Description

Name	From	To	Type	Status	Total Length	Cost	Modes	SIS
Big Pine Key-Marathon	Big Pine Key	Marathon	Bridge	ETAT Review	9.06 mi.		Bicycle Pedestrian	N

Segment Description(s)

Location and Length

Segment Record	Segment Name	Facility Name	Beginning Location	Ending Location	Length (mi.)	Roadway Id	BMP	EMP
13	Spanish Harbor Bridge	Spanish Harbor Bridge			0.63			
14	Bahia Honda Bridge	Bahia Honda Bridge			1.02			
15	Ohio-Bahia Honda Bridge	Ohio-Bahia Honda Bridge			0.2			
16	Ohio-Missouri Bridge	Ohio-Missouri Bridge			0.27			
17	Missouri-Little Duck Bridge	Missouri-Little Duck Bridge			0.16			
18	Seven Mile Bridge	Seven Mile Bridge			6.76			

Jurisdiction and Class

Segment Record	Segment Name	Jurisdiction	Urban Service Area	Functional Class
13	Spanish Harbor Bridge			
14	Bahia Honda Bridge			
15	Ohio-Bahia Honda Bridge			
16	Ohio-Missouri Bridge			
17	Missouri-Little Duck Bridge		In/Out	
18	Seven Mile Bridge			

Base Conditions

Segment Record	Segment Name	Year	AADT	Lanes	Config
13	Spanish Harbor Bridge				
14	Bahia Honda Bridge				
15	Ohio-Bahia Honda Bridge				
16	Ohio-Missouri Bridge				
17	Missouri-Little Duck Bridge				
18	Seven Mile Bridge				

Interim Plan

Segment Record	Segment Name	Year	AADT	Lanes	Config
13	Spanish Harbor Bridge				
14	Bahia Honda Bridge				
15	Ohio-Bahia Honda Bridge				
16	Ohio-Missouri Bridge				
17	Missouri-Little Duck Bridge				
18	Seven Mile Bridge				

Needs Plan

Segment Record	Segment Name	Year	AADT	Lanes	Config
13	Spanish Harbor Bridge				
14	Bahia Honda Bridge				
15	Ohio-Bahia Honda Bridge				
16	Ohio-Missouri Bridge				
17	Missouri-Little Duck Bridge				
18	Seven Mile Bridge				

Cost Feasible Plan

Segment Record	Segment Name	Year	AADT	Lanes	Config
13	Spanish Harbor Bridge				
14	Bahia Honda Bridge				
15	Ohio-Bahia Honda Bridge				
16	Ohio-Missouri Bridge				
17	Missouri-Little Duck Bridge				
18	Seven Mile Bridge				

Funding Sources

No funding sources found.

Alternative #3 - Marathon-Lower Matecumbe Key

Alternative Description

Name	From	To	Type	Status	Total Length	Cost	Modes	SIS
Marathon-Lower Matecumbe Key	Marathon	Lower Matecumbe Key	Bridge	ETAT Review	3.99 mi.		Bicycle Pedestrian	N

Segment Description(s)

Location and Length

Segment Record	Segment Name	Facility Name	Beginning Location	Ending Location	Length (mi.)	Roadway Id	BMP	EMP
19	Toms Harbor Channel Bridge	Toms Harbor Channel Bridge			0.27			
20	Toms Harbor Cut Bridge	Toms Harbor Cut Bridge			0.23			
21	Long Key Bridge	Long Key Bridge			2.27			
22	Channel #5 Bridge	Channel #5 Bridge			0.86			
23	Channel #2 Bridge	Channel #2 Bridge			0.34			

Jurisdiction and Class

Segment Record	Segment Name	Jurisdiction	Urban Service Area	Functional Class
19	Toms Harbor Channel Bridge			
20	Toms Harbor Cut Bridge			
21	Long Key Bridge			
22	Channel #5 Bridge			
23	Channel #2 Bridge			

Base Conditions

Segment Record	Segment Name	Year	AADT	Lanes	Config
19	Toms Harbor Channel Bridge				
20	Toms Harbor Cut Bridge				
21	Long Key Bridge				
22	Channel #5 Bridge				
23	Channel #2 Bridge				

Interim Plan

Segment Record	Segment Name	Year	AADT	Lanes	Config
19	Toms Harbor Channel Bridge				
20	Toms Harbor Cut Bridge				
21	Long Key Bridge				
22	Channel #5 Bridge				
23	Channel #2 Bridge				

Needs Plan

Segment Record	Segment Name	Year	AADT	Lanes	Config
19	Toms Harbor Channel Bridge				
20	Toms Harbor Cut Bridge				
21	Long Key Bridge				
22	Channel #5 Bridge				
23	Channel #2 Bridge				

Cost Feasible Plan

Segment Record	Segment Name	Year	AADT	Lanes	Config
19	Toms Harbor Channel Bridge				
20	Toms Harbor Cut Bridge				
21	Long Key Bridge				
22	Channel #5 Bridge				
23	Channel #2 Bridge				

Funding Sources

No funding sources found.

Eliminated Alternatives

There are no eliminated alternatives for this project.

Preliminary Environmental Discussion Comments Report

#14249 Florida Keys Historic Bridges
District: District 6
County: Monroe
Planning Organization: FDOT District 6
Plan ID: Not Available
Phase: Programming Screen
From: East Rockland Key
To: Lower Matecumbe Key
Financial Management No.: Not Available
Federal Involvement: Other Federal Funding FHWA Funding Other Federal Permit USCG Bridge Permit

Contact Information: Steven Craig James (305) 470-5221 Steven.James@dot.state.fl.us
Snapshot Data From: Current Draft Data

Social and Economic

Land Use Changes

Project Level

Comments:
Degree of Effect: **None**

The twenty-three bridges span several communities such as Big Coppitt Key, Cudjoe Key, Marathon, Duck Key, and Islamorada, Village of Islands. Land uses primarily surrounding the bridges include conservation, recreational, and residential classifications with limited commercial, vacant, industrial, and institutional activities. Land designated for military use is also present; this includes the Key West Naval Air Station near Rockland Channel Bridge at the southernmost project extent. The bridges are additionally located in the Florida Keys Area of Critical State Concern (ACSC), a land use designation applied to the Florida Keys due to development pressures within a highly sensitive natural environment. The Florida Keys ACSC includes the local governments of unincorporated Monroe County; the Cities of Marathon, Layton, and Key Colony Beach; and Islamorada, Village of Islands. According to the Future Land Use Maps of Monroe County; the City of Marathon; and Islamorada, Village of Islands, the project area is anticipated to remain relatively unchanged.

This project will address safety conditions due to structural and functional deficiencies associated with the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. Given that the proposed improvements at this time are to be predominantly confined to the bridges themselves, no impacts or changes to proximate land uses are anticipated.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: None
Comments:
Refer to Project PED Comments.

Social

Project Level

Comments:
Degree of Effect: **Minimal**

The twenty-three bridges span several communities such as Big Coppitt Key, Cudjoe Key, Marathon, Duck Key, and Islamorada, Village of Islands. Land uses primarily surrounding the bridges include conservation, recreational, and residential classifications with limited commercial, vacant, industrial, institutional, and military activities. It should be noted that the twenty-three historic bridges are listed in the National Register of Historic Places (NRHP) as part of the Overseas Highway and Railway Bridges Historic District (also a Florida Site File Resource Group) and as part of the Florida Site File Historic Bridges record. Other community features reported within the 200-foot project buffer include: the Boy Scouts of America Brinton Environmental Center, two additional Florida Site File resource groups (one is listed in the NRHP), two Florida Site File archaeological or historic sites, seven Florida Site File historic standing structures, seven historic parcels, Florida Keys Ecosystem Management Area, Florida Keys National Marine Sanctuary, Florida Keys Ecosystem Florida Forever Board of Trustees Project, a Comprehensive Everglades Restoration Plan project, Key Deer National Wildlife Refuge and Great White Heron National Wildlife Refuge, eight Florida Managed Areas [including the Florida Keys Overseas Heritage Trail (also a designated Florida State Park)], Pigeon Key Park, Seven Mile Bridge Wayside Park Boat Ramp, ten marine facilities, Florida Keys Overseas Paddling Trail (part of the Florida Circumnavigational Saltwater Paddling Trail), one

planned Office of Greenways and Trails (OGT) multi-use trail opportunity/hiking trail priority, and two planned OGT paddling trail opportunities. Compared to the demographic characteristics for Monroe County, the 500-foot project buffer contains a larger White population percentage, a higher percentage of individuals age 65 and above, and a dramatically lower percentage of housing units with no vehicle available; the median family income also ranges from $31,120 to $148,750 compared to $66,152 for Monroe County as a whole. In addition, the buffer area contains a notable Hispanic population percentage (14.4%) in relation to the county percentage (20.6%). Further, Limited English Proficiency (LEP) accommodations will be required during public involvement efforts of the Project Development phase as 7.74% or 1,034 persons within the census block groups containing the project "speak English less than very well" [new public involvement guidance suggests that consideration be given to the number or proportion of LEP persons in the eligible service population/affected area, the frequency of which LEP individuals may come into contact with project development activities, the importance of the proposed project service/action to LEP individuals, and resources available].

Currently, pedestrian and bicycle access to nearby residences, businesses, and recreational amenities is limited to portions of some of the bridges as a result of gaps in the bridge spans and safety conditions due to falling debris from deteriorating cantilevered road deck. Boater access to community features is also limited as a result of the falling debris. This project is anticipated to benefit residents and visitors of the area by addressing safety conditions associated with the structural and functional deficiencies of the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. By restoring the viability of the Florida Keys Overseas Heritage Trail as a recreational asset of the area, connectivity to adjacent communities is expected to be improved, thereby enhancing social interaction. However, community cohesion could be affected short-term as a result of intermittent closures to the bridges during the proposed work. Overall impacts on the social environment and community cohesion are anticipated to be minimal. A Sociocultural Effects Evaluation will be conducted to better determine potential impacts to adjoining communities.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: Minimal
Comments:
Refer to Project PED Comments.

Relocation Potential

Project Level

Comments:
Degree of Effect: **N/A / No Involvement**

The twenty-three bridges are primarily surrounded by conservation, recreational, and residential land uses with limited commercial, vacant, industrial, institutional, and military activities. Currently, pedestrian and bicycle access to nearby residences, businesses, and recreational amenities is limited to portions of some of the bridges as a result of safety conditions and gaps in the bridge spans.

This project will address safety conditions due to structural and functional deficiencies associated with the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. Given that the proposed improvements at this time are to be predominantly confined to the bridges themselves, no residences or businesses are anticipated to be relocated. For these reasons, no involvement regarding relocation potential is anticipated.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: N/A / No Involvement
Comments:
Refer to Project PED Comments.

Farmlands

Project Level

Comments:

Degree of Effect: **N/A / No Involvement**

No farmlands are reported within the 200-foot project buffer. According to the Future Land Use Maps of Monroe County; the City of Marathon; and Islamorada, Village of Islands, the project area is anticipated to continue to support conservation, recreational, and residential uses with limited commercial, vacant, industrial, institutional, and military activities. In addition, some of the bridges are within or are adjacent to the Urbanized Areas of Key West, Big Pine Key, Marathon, and Key Largo.

This project will address safety conditions due to structural and functional deficiencies associated with the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. Given that no farmlands are reported within the vicinity of the project and the fact that the proposed improvements at this time are to be predominantly confined to the bridges themselves, no impacts to or involvement regarding farmlands is anticipated.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key

Degree of Effect: N/A / No Involvement

Comments:

Refer to Project PED Comments.

Aesthetic Effects

Project Level

Comments:

Degree of Effect: **Substantial**

Current vehicular views from existing US Highway 1 are of the twenty-three historic bridges (which consist of unique concrete spandrel arch, steel plate girder, and steel truss structures). Other features contributing to the aesthetic environment include several recreational amenities (such as the Florida Keys National Marine Sanctuary and the Key Deer National Wildlife Refuge) as well as additional historic and archaeological resources. At the pedestrian level, views of the historic bridges are often of cracked road decks and corroded steel I-beams.

The proposed bridge improvements are anticipated to address 1) aesthetic aspects of the existing bridges by repairing/rehabilitating and/or removing deteriorating elements of the bridges (i.e., corroded steel I-beams and utility pipes, cracking/spalling concrete decks, etc.), as well as 2) safety conditions with the replacement of substandard handrails. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. If the existing cantilevered road deck of the bridges is completely removed or other elements of the bridge structures are dramatically altered/removed, visual impacts could be a concern to surrounding communities as the overhangs, concrete spandrel arches, steel plate girders, and steel trusses are considered contributing aspects of the bridges' aesthetic quality and historic physical integrity. The removal, replacement, or installation of handrails on the bridges could additionally impact the historical significance of the structures. The modification or removal of bridge structure elements could also alter the existing viewshed of the Florida Keys Scenic Highway. For these reasons, substantial involvement regarding aesthetic effects is anticipated.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key

Degree of Effect: Substantial

Comments:

Refer to Project PED Comments.

Economic

Project Level

Comments:

Degree of Effect: **Minimal**

The twenty-three bridges span several communities such as Big Coppitt Key, Cudjoe Key, Marathon, Duck Key, and Islamorada, Village of Islands. Land uses primarily surrounding the bridges include conservation, recreational, and residential classifications with limited commercial, vacant, industrial, institutional, and military activities. Businesses along the bridges primarily support tourism as they consist of marine uses, dining establishments, real estate firms, and lodging facilities. The bridges, themselves, also serve as a tourist attraction due to their unique, historic designs. According to the October 2013 Economic Impact Assessment for the Florida Park System, the bridges (as they encompass the Florida Keys Overseas Heritage Trail) welcomed 1,983,489 visitors, generating a total of $91,253,872 to the local Florida Keys economy. As such, the bridges are critical in sustaining visitor services and the local economy.

Currently, pedestrian and bicycle access to nearby residences, businesses, and recreational amenities is limited to portions of some of the bridges as a result of gaps in the bridge spans and safety conditions due to falling debris from deteriorating cantilevered road deck. Boater access to community features is also limited as a result of the falling debris. This project is anticipated to enhance access to businesses and tourist attractions by addressing safety conditions associated with the structural and functional deficiencies of the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. By restoring the viability of the Florida Keys Overseas Heritage Trail as a recreational asset of the area, connectivity to proximate businesses and area destinations is expected to be enhanced. However, access to these features could temporarily be affected as a result of intermittent closures to the bridges during the proposed work. For these reasons, minimal economic effects as a result of the project are anticipated.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key

Degree of Effect: Minimal

Comments:

Refer to Project PED Comments.

Mobility

Project Level

Comments:

Degree of Effect: **Minimal**

The twenty-three bridges span several communities (such as Big Coppitt Key, Cudjoe Key, Marathon, Duck Key, and Islamorada, Village of Islands) providing pedestrian and bicycle access to nearby residences, businesses, and recreational amenities. The bridges serve as part of the Florida Keys Overseas Heritage Trail and also run parallel to and cross the Atlantic Intracoastal Waterway (a navigable waterway that supports interstate commerce and is listed as part of Florida's Strategic Intermodal System), as well as the Gulf Deep Water Spur and Florida Shallow Water Spine (other navigable waterways). The bridges are additionally within the vicinity of one Transportation Disadvantaged Service Provider Area (Guidance Clinic of the Middle Keys), ten marine facilities, the Florida Keys Overseas Paddling Trail (part of the Florida Circumnavigational Saltwater Paddling Trail), one planned Office of Greenways and Trails (OGT) multi-use trail opportunity/hiking trail priority (Florida Keys Overseas Heritage Trail), and two planned OGT paddling trail opportunities (Florida Keys Paddling Trail and Florida Circumnavigational Saltwater Paddling Trail).

It should be noted that spans of some of the bridges have been removed to allow channel breaks for navigational purposes. In addition, some of the bridges or spans of the bridges have been converted to fishing piers. As such, pedestrian and bicycle access to nearby residences, businesses, and recreational amenities is currently limited to portions of some of the bridges as a result of gaps in the bridge spans and safety conditions due to falling debris from deteriorating cantilevered road deck. Boater access to community features is also limited as a result of the falling debris. This project is anticipated to benefit trail users and boaters of the area by addressing mobility and access issues, as well as safety conditions, associated with the structural and functional deficiencies of the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge,

Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. By restoring the viability of the Florida Keys Overseas Heritage Trail as a transportation facility, pedestrian and bicycle mobility and access to proximate community features and area destinations are expected to be enhanced. However, pedestrian, bicycle, and boater mobility and access could be affected short-term as a result of intermittent closures to the bridges during the proposed work. Overall impacts to mobility are anticipated to be minimal.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: Minimal
Comments:
Refer to Project PED Comments.

Cultural

Section 4(f) Potential

Project Level

Comments:
Degree of Effect: **Substantial**

Potentially protected Section 4(f) resources reported within the 200-foot project buffer include: the twenty-three historic bridges [listed in the National Register of Historic Places (NRHP) as part of the Overseas Highway and Railway Bridges Historic District (also a Florida Site File Resource Group) and part of the Florida Site File Historic Bridges record]; two other Florida Site File resource groups [Pigeon Key Historic District (listed in the NRHP) and Old State Road 4A (a historic linear resource)]; two Florida Site File archaeological or historic sites [Niles Channel and Spanish Harbor Bridge - both not yet evaluated by the State Historic Preservation Officer (SHPO)]; seven Florida Site File historic standing structures (six potentially eligible for listing in the NRHP, one ineligible for listing in the NRHP - all seven not yet evaluated by the SHPO); seven historic parcels; Florida Keys Ecosystem Management Area; Florida Keys National Marine Sanctuary; Florida Keys Ecosystem Florida Forever Board of Trustees Project; a Comprehensive Everglades Restoration Plan project; Key Deer National Wildlife Refuge and Great White Heron National Wildlife Refuge; eight Florida Managed Areas [Naval Air Station Key West, Florida Keys Wildlife and Environmental Area, Saddlebunch Key Sanctuary, Saddlebunch Keys, Key Deer National Wildlife Refuge, Monroe County Managed Areas, Bahia Honda State Park, and Florida Keys Overseas Heritage Trail (also a designated Florida State Park)]; Pigeon Key Park; Seven Mile Bridge Wayside Park Boat Ramp; ten marine facilities; Florida Keys Overseas Paddling Trail (part of the Florida Circumnavigational Saltwater Paddling Trail); the Atlantic Intracoastal Waterway, Gulf Deep Water Spur, and Florida Shallow Water Spine (navigable waterways); one planned Office of Greenways and Trails (OGT) multi-use trail opportunity/hiking trail priority (Florida Keys Overseas Heritage Trail); and two planned OGT paddling trail opportunities (Florida Keys Paddling Trail and Florida Circumnavigational Saltwater Paddling Trail).

This project will address safety conditions due to structural and functional deficiencies associated with the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. It should also be noted that FDEP plans to seek state funding to conduct the PD&E Study through a Legislative Budget Request in January 2016; while other potential sources to fund remaining project phases are unknown at this time, the project will maintain eligibility to receive future state and federal funding.

Substantial involvement regarding Section 4(f) potential is anticipated for the following reasons: 1) the potential replacement of original material and additional extensive improvements needed resulting in the alteration of the historic physical integrity and historical significance of the bridges, which are listed on the National Register of Historic Places (NRHP), 2) the presence of and potential effects to previously recorded and unrecorded historic and archaeological resources [which will need to be reevaluated/evaluated for NRHP-eligibility] within the project vicinity, and 3) potential temporary impacts on pedestrian, bicycle, and boater access to and enjoyment of area recreational amenities during the proposed project work.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: Substantial
Comments:

Refer to Project PED Comments.

Historic and Archaeological Sites

Project Level

Comments:

Degree of Effect: **Substantial**

The twenty-three historic bridges are part of the Florida Site File Historic Bridges record and are listed in the National Register of Historic Places (NRHP) as part of the Overseas Highway and Railway Bridges Historic District (also a Florida Site File Resource Group). Other historic and archaeological resources located within the 200-foot project buffer include: two Florida Site File resource groups [Pigeon Key Historic District (listed in the NRHP) and Old State Road 4A (a historic linear resource)], two Florida Site File archaeological or historic sites [Niles Channel and Spanish Harbor Bridge - both not yet evaluated by the State Historic Preservation Officer (SHPO)], seven Florida Site File historic standing structures (six potentially eligible for listing in the NRHP, one ineligible for listing in the NRHP; all seven not yet evaluated by the SHPO), seven historic parcels, and eighteen Florida Site File field survey project boundaries.

This project will address safety conditions due to structural and functional deficiencies associated with the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards.

Although the project area has been previously surveyed as part of other projects, it has not been subjected to a comprehensive survey. Therefore, there is a possibility that additional unrecorded historic and archaeological resources are present within the project vicinity. While the repair/rehabilitation option is intended to preserve the historic character of the bridges, due to the severe deteriorated condition of the bridges, the replacement of original material and additional extensive improvements needed could result in substantial impacts to the bridges. Likewise, the removal of the deteriorating cantilevered road deck could result in substantial impacts to the bridges as the overhangs are considered a contributing part of the bridges' historic physical integrity and historical significance. It should be noted that the Florida Keys Overseas Heritage Trail Master Plan (prepared in 2000) recommends restoring the bridges to their original width of 13 feet with the removal of the deck slab overhangs, where feasible. The Plan also recommends preserving at least two of bridges "as examples of the era when they served as the highway linking the Keys to the mainland and the remarkable ingenuity of using the old railroad tracks as railing". A Cultural Resource Assessment Survey (CRAS), in coordination with the Monroe County Certified Local Government, will be performed to determine potential impacts to the above-identified resources and any NRHP-eligible unrecorded cultural features noted in the project area. Based on preliminary coordination with the Florida Department of State Division of Historical Resources and the SHPO, a Programmatic Agreement or Memorandum of Agreement will be considered to address the bridges holistically.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key

Degree of Effect: Substantial

Comments:

Refer to Project PED Comments.

Recreation Areas

Project Level

Comments:

Degree of Effect: **Minimal**

Recreation areas/features that are present within the 200-foot project buffer include: Florida Keys Ecosystem Management Area; Florida Keys National Marine Sanctuary; Florida Keys Ecosystem Florida Forever Board of Trustees Project; a Comprehensive Everglades Restoration Plan project; Key Deer National Wildlife Refuge and Great White Heron National Wildlife Refuge; eight Florida Managed Areas [Naval Air Station Key West, Florida Keys Wildlife and Environmental Area, Saddlebunch Key Sanctuary, Saddlebunch Keys, Key Deer National Wildlife Refuge, Monroe County Managed Areas, Bahia Honda State Park, and Florida Keys Overseas Heritage Trail (also a designated Florida State Park)]; Pigeon Key Park; Seven Mile Bridge Wayside Park Boat Ramp; ten marine facilities; Florida Keys Overseas Paddling Trail (part of the Florida Circumnavigational Saltwater Paddling Trail); the Atlantic Intracoastal Waterway, Gulf Deep Water Spur, and Florida Shallow Water Spine (navigable waterways); one planned Office of Greenways and Trails (OGT) multi-use trail opportunity/hiking trail priority (Florida Keys Overseas Heritage Trail); and two planned

OGT paddling trail opportunities (Florida Keys Paddling Trail and Florida Circumnavigational Saltwater Paddling Trail).

It should be noted that pedestrian and bicycle access to recreational amenities along the Florida Keys Overseas Heritage Trail is currently limited to portions of some of the bridges as a result of gaps in the bridge spans and safety conditions due to falling debris from deteriorating cantilevered road deck. Boater access to recreational amenities is also limited as a result of the falling debris. This project is anticipated to benefit trail users and boaters of the area by addressing connectivity and access issues, as well as safety conditions, associated with the structural and functional deficiencies of the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. By restoring the viability of the Florida Keys Overseas Heritage Trail as a recreational asset of the area, pedestrian and bicycle connectivity and access to additional recreational amenities and area destinations are expected to be enhanced. However, pedestrian, bicycle, and boater access to recreational amenities could be affected short-term as a result of intermittent closures to the bridges during the proposed work. Overall impacts to recreation areas/features as a result of the project are anticipated to be minimal.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: Minimal
Comments:
Refer to Project PED Comments.

Natural

Wetlands

Project Level

Comments:
Degree of Effect: **Moderate**

The National Wetlands Inventory database identifies 686.7 acres of estuarine wetlands and 111.1 acres of marine wetlands within the 200-foot project buffer. The SFWMD Wetlands 2008 database identifies 15.0 acres of mangrove swamp wetlands, 1.6 acres of saltwater marshes-halophytic herbaceous prairie wetlands, and 12.0 acres of tidal flats within the same buffer area. Mangrove-dominated wetlands occur along the shorelines adjacent to many of the bridge termini. These communities consist of high quality stands of red mangrove and stands of mixed red, black, and white mangrove and buttonwood. Mangroves also exist directly alongside some of the bridges in shallow water areas of the lower Keys (e.g., Saddlebunch Bridges). In addition, seagrass beds interspersed with patch reefs and macroalgal communities (which are intermingled with hard and soft corals and sponges) are present in varying densities in shallower waters surrounding many of the bridges.

This project will address the issue of falling debris from deteriorating cantilevered road deck associated with the structural and functional deficiencies of the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Where removal of the cantilevered road deck is proposed, shading impacts and potential damage to benthic resources as a result of falling debris will be reduced. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards.

Moderate involvement regarding wetland resources is anticipated due to the potential for in-water work, use of a barge to perform the proposed bridge improvements, and/or possible shading effects as a result of adding a new structural component to fill the existing span gap of the historic South Pine Channel Bridge. Avoidance and minimization measures, such as top-down or bridge mounted construction, will be considered. A Wetland Evaluation Report (including a Benthic Resource Assessment/seagrass survey) will additionally be prepared to determine overall potential impacts to area wetlands.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: Moderate
Comments:
Refer to Project PED Comments.

Water Quality and Quantity

Project Level

Comments:
Degree of Effect: **Minimal**

The following resources associated with water quality and quantity are reported within the 200-foot project buffer: Florida Keys National Marine Sanctuary, which encompass all of the Florida Keys and is classified as "Special Waters" Outstanding Florida Waters; Bahia Honda State Park, which is classified as Other Outstanding Florida Waters; several Verified Impaired Florida Waters [Big Pine Key (WBID 6012A) for copper and mercury, Saddlebunch Keys (WBID 6013A) for mercury, Cudjoe Key (WBID 6013C) for copper and mercury, US Naval Air Station Key West (WBID 6014C) for mercury, Vaca Key (WBID 6011A) for copper and mercury, Long Beach (WBID 6012D) for mercury, Bahia Honda State Park (WBID 6018) for mercury, Bahia Honda Oceanside (WBID 8080B) for bacteria, Long Key (WBID 6010) for mercury, Duck Key (WBID 6016) for mercury, Lower Matecumbe Key (WBID 6019) for copper and mercury, Annie's Beach (WBID 8084B) for bacteria, Florida Bay - Middle Keys (WBID 8077) for mercury, Gulf of Mexico - Monroe County: Bahia Honda - Cudjoe Key (WBID 8075) for mercury, Gulf of Mexico - Monroe County: Marathon (WBID 8076) for mercury, Atlantic Ocean - Monroe County: Bahia Honda - Cudjoe Key (WBID 8080) for mercury, Atlantic Ocean - Monroe County: Marathon (WBID 8081 and 8082) for mercury, and Atlantic Ocean - Monroe County: Long Key (WBID 8083) for mercury]; and Other Rocks (a principal aquifer of the State of Florida). In addition, Coupon Bight Aquatic Preserve at Big Pine Key is located within the vicinity of the project and is considered part of the Florida Keys National Marine Sanctuary.

This project will address the issue of falling debris from deteriorating cantilevered road deck associated with the structural and functional deficiencies of the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Where removal of the cantilevered road deck is proposed, potential damage to benthic resources and adverse water quality effects as a result of falling debris will be reduced. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards.

The overall project will be designed to meet state water quality and quantity standards. Best Management Practices, along with catchment structures or curtains, will also be employed to prevent sediment/turbidity/contaminants/other foreign material from entering surrounding waters as a result of the proposed work. As these waters are afforded a higher level of protection, all relevant agency coordination will take place and permits obtained to meet the more stringent water quality treatment and attenuation requirements (specifically pertaining to stormwater) associated with discharge to Outstanding Florida Waters or impaired waters. Currently, an Environmental Resource Permit is anticipated for this project; additional permits through the Florida Keys National Marine Sanctuary and/or Florida Department of Environmental Protection (FDEP) [such as the need for a FDEP National Pollutant Discharge Elimination System permit with a Stormwater Pollution Prevention Plan] are also likely. Based on the foregoing, minimal involvement regarding water quality and quantity is anticipated. A Water Quality Impact Evaluation will be conducted to determine potential impacts to water quality and quantity.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: Minimal
Comments:
Refer to Project PED Comments.

Floodplains

Project Level

Comments:
Degree of Effect: **N/A / No Involvement**

According to DFIRM 100-Year Floodplain data, the 200-foot project buffer is located within 40.0 acres of Flood Zone AE and 375.3 acres of Flood Zone VE; both are designated Special Flood Hazard Areas.

This project will address safety conditions due to structural and functional deficiencies associated with the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. Although there is a notable amount of 100-year floodplain within the vicinity of the project, floodplain encroachment is typically not an issue in areas affected by coastal flooding. In addition, given that the proposed improvements at this time are to be predominantly confined to the bridges themselves, no involvement regarding floodplains is anticipated.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: N/A / No Involvement
Comments:
Refer to Project PED Comments.

Wildlife and Habitat

Project Level

Comments:
Degree of Effect: **Moderate**

The following wildlife and habitat resources are located within the 200-foot project buffer: Florida Keys Ecosystem Management Area; Florida Keys National Marine Sanctuary; Florida Keys Ecosystem Florida Forever Board of Trustees Project; a Comprehensive Everglades Restoration Plan project; Key Deer National Wildlife Refuge and Great White Heron National Wildlife Refuge; eight Florida Managed Areas [Naval Air Station Key West, Florida Keys Wildlife and Environmental Area, Saddlebunch Key Sanctuary, Saddlebunch Keys, Key Deer National Wildlife Refuge, Monroe County Managed Areas, Bahia Honda State Park, and Florida Keys Overseas Heritage Trail (also a designated Florida State Park)]; critical habitat for the American crocodile, elkhorn and staghorn corals, piping plover, and rice rat; geographic range of the American crocodile, Key deer, Lower Keys marsh rabbit, piping plover, roseate tern, Schaus swallowtail butterfly, Miami blue butterfly, West Indian manatee, loggerhead and other species of sea turtles, smalltooth sawfish, shorebird nesting locations, and Miami-Dade Keys Plants; designated Rare and Imperiled Fish habitat for the mangrove rivulus; and occurrences of Garber's spurge and the Martial scrub hairstreak butterfly. The project area also contains environmentally sensitive shorelines, continuous seagrass beds, and mangrove swamp habitat.

This project will address the issue of falling debris from deteriorating cantilevered road deck associated with the structural and functional deficiencies of the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Where removal of the cantilevered road deck is proposed, shading impacts and potential damage to benthic resources as a result of falling debris will be reduced. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards.

Moderate involvement regarding wildlife and habitat resources is anticipated due to the potential for in-water work, use of a barge to perform the proposed bridge improvements, and/or potential disturbance of possible nesting or loafing sites for various bird species. An Endangered Species Biological Assessment will be conducted to determine potential impacts to area wildlife and habitat resources. Best Management Practices and agency specifications (such as National Marine Fisheries Service Sea Turtle and Smalltooth Sawfish Construction Conditions, United States Fish and Wildlife Service Standard Manatee Conditions for In-Water Work, and Florida Fish and Wildlife Conservation Commission Sea Turtle Lighting Guidelines) will also be implemented to reduce potential impacts. Section 7 consultation is additionally anticipated as this consultation (informal) has been required on previous Florida Keys Overseas Heritage Trail Programmatic Categorical Exclusion projects. Based on this consultation, it is hoped that a Programmatic Biological Opinion (to address all twenty-three bridges as a single resource) could be issued by each jurisdictional agency.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: Moderate
Comments:

Refer to Project PED Comments.

Coastal and Marine

Project Level

Comments:

Degree of Effect: **Moderate**

The historic bridges are located in both the Florida Bay Estuarine Drainage Area and Vero Beach Coastal Drainage Area and run parallel to and cross the Atlantic Intracoastal Waterway. Coastal and marine resources reported within the 200-foot project buffer include: the Florida Keys National Marine Sanctuary, which encompass all of the Florida Keys and is classified as "Special Waters" Outstanding Florida Waters; Bahia Honda State Park, which is classified as Other Outstanding Florida Waters; Little Knockemdown/Torch Keys Complex, Sugarloaf Sound, Saddlebunch Keys, and Channel Key Coastal Barrier Resource System Units and Key Deer/White Heron and Bahia Honda Key Coastal Barrier Resource System Otherwise Protected Areas; 798.5 acres of submerged lands; 31,553.0 linear feet of environmentally sensitive shorelines; and 203.7 acres of continuous seagrass beds and 508.3 acres of discontinuous seagrass beds. The Coupon Bight Aquatic Preserve at Big Pine Key is also located within the vicinity of the bridges. Submerged aquatic vegetation (seagrass), mangrove swamp habitat, coral and coral reefs, live/hard bottom, and sand/mud bottom serve as Essential Fish Habitat in the project area for several federally-managed fish species and their prey. Managed species for these types of Essential Fish Habitat include: shrimp; spiny lobster; snapper/grouper (includes other families of fish - e.g., grunts); dolphin/wahoo; coastal migratory pelagics (e.g., cobia, mackerel); and highly migratory species (e.g., nurse shark). Further, the entire Florida Keys National Marine Sanctuary is considered a Habitat Area of Particular Concern due to its important ecological role in the life cycles of federally managed fish species.

This project will address the issue of falling debris from deteriorating cantilevered road deck associated with the structural and functional deficiencies of the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Where removal of the cantilevered road deck is proposed, shading impacts and potential damage to benthic resources as a result of falling debris will be reduced. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards.

Moderate involvement regarding coastal and marine resources is anticipated due to 1) potential impacts from improvement related disturbances (i.e., debris, dust, contaminants, etc. as a result of the repair/rehabilitation and/or removal of deteriorating cantilevered road deck), and 2) possible shading effects from potential in-water work, use of a barge to perform the proposed bridge improvements, and/or the addition of a new structural component to fill the existing span gap of the historic South Pine Channel Bridge. Avoidance and minimization measures, such as top-down or bridge mounted construction, will be considered. An Essential Fish Habitat Assessment (including a Benthic Resource Assessment/seagrass survey), Endangered Species Biological Assessment, and Wetland Evaluation Report (or a combined Natural Resources Evaluation Report) will be performed to determine potential impacts to area coastal and marine resources and further coordinated with appropriate state and federal resource agencies.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key

Degree of Effect: Moderate

Comments:

Refer to Project PED Comments.

Physical

Noise

Project Level

Comments:

Degree of Effect: **Minimal**

The twenty-three historic bridges are primarily surrounded by conservation, recreational, and residential land uses with limited commercial, vacant, industrial, institutional, and military activities. There are no eye clinics, laser facilities, hospitals/healthcare facilities, or senior care facilities (features that are typically sensitive to noise and vibration effects) within the vicinity of the project.

This project is anticipated to benefit residents and visitors of the area by addressing safety conditions associated with the structural and functional deficiencies of the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. Noise and vibration levels could temporarily increase during the repair/rehabilitation and/or removal of deteriorating cantilevered road deck, affecting nearby residences and businesses and the enjoyment of proximate recreational amenities. However, given that the proposed improvements at this time are to be predominantly confined to the bridges themselves, overall noise and vibration related impacts as a result of the project are anticipated to be minimal. A Noise Study Report will be prepared to better determine potential impacts to adjoining communities.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: Minimal
Comments:
Refer to Project PED Comments.

Air Quality

Project Level

Comments:
Degree of Effect: **None**

The twenty-three bridges are not located within a USEPA-designated Air Quality Maintenance or Non-Attainment Area for any of the four pollutants [nitrogen oxides, ozone, carbon monoxide, and small particulate matter] specified by the USEPA in National Ambient Air Quality Standards. Therefore, the Clean Air Act conformity requirements do not apply to this project at this time.

This project will address the issue of falling debris from deteriorating cantilevered road deck associated with the structural and functional deficiencies of the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. While potential temporary impacts to air quality could occur as a result of emissions from equipment and dust generated from repair/rehabilitation and/or removal of deteriorating cantilevered road deck, as well as construction of new impervious surface stemming from bridge repair/rehabilitation work, no permanent effects to air quality are anticipated. Catchment structures, along with Best Management Practices and Florida Department of Transportation Standard Specifications for Road and Bridge Construction, will be employed to reduce potential air quality impacts. In addition, an Air Quality Technical Memorandum will be prepared to determine potential effects to air quality.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: None
Comments:
Refer to Project PED Comments.

Contamination

Project Level

Comments:
Degree of Effect: **Moderate**

The following potential sources of contamination are reported within the 200-foot project buffer: one hazardous waste facility, two petroleum contamination monitoring sites, two storage tank contamination monitoring sites, and one Super Act Risk Source. Further, hazardous materials (e.g., creosote, lead, asbestos) could potentially be associated with elements of the existing bridges.

This project will address the issue of falling debris from deteriorating cantilevered road deck associated with the structural and functional deficiencies of the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. Moderate involvement regarding contamination is anticipated due to the proposed removal of potentially hazardous bridge elements and/or disturbance of proximate potential contamination sources during repair/rehabilitation work (particularly if new impervious surface is constructed). A Contamination Screening Evaluation Report will be prepared to determine potential contamination effects, as well as any required materials testing of the bridge elements.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: Moderate
Comments:
Refer to Project PED Comments.

Infrastructure

Project Level

Comments:
Degree of Effect: **Minimal**

The following infrastructure-related features are reported within the 200-foot project buffer: ten marine facilities, one FM tower structure, two solid waste facilities, and one USEPA water quality data monitoring station. Some of the bridges additionally have abandoned utility pipes and hangers affixed to the walls of the concrete spandrel arches that are in critical condition due to corrosion. Based on recent bridge inspection reports, removal of these abandoned utility pipes and hangers is recommended to protect the structural integrity of the concrete spandrel arches.

This project will address the issue of falling debris from deteriorating cantilevered road deck associated with the structural and functional deficiencies of the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. Given that the proposed improvements at this time are to be predominantly confined to the bridges themselves, minimal impacts to surrounding infrastructure-related resources are anticipated.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: Minimal
Comments:
Refer to Project PED Comments.

Navigation

Project Level

Comments:
Degree of Effect: **Minimal**

The twenty-three historic bridges run parallel to and cross the Atlantic Intracoastal Waterway (a navigable waterway that supports interstate commerce and is listed as part of Florida's Strategic Intermodal System) as well as the Gulf Deep Water Spur and Florida Shallow Water Spine (other navigable waterways). Currently, there are gaps in the spans of seven bridges (Kemp Channel Bridge, Niles Channel Bridge, South Pine Channel Bridge, Spanish Harbor Bridge, Bahia Honda Bridge, Seven Mile Bridge and Channel #5 Bridge) for navigational purposes.

It should be noted that boater access to community features and area destinations is limited at this time as a result of safety conditions due to falling debris from deteriorating cantilevered road deck. This project is anticipated to benefit boaters of the area by addressing mobility and access issues, as well as safety conditions, associated with the structural and functional deficiencies of the

majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to United States Coast Guard (USCG) navigational standards. Navigation could be affected short-term as a result of intermittent closures to the bridges during the proposed work. For these reasons, minimal impacts to navigation are anticipated. Any proposed new bridge construction will meet horizontal and vertical clearance requirements set forth by the USCG. Based on preliminary coordination with the USCG, a comprehensive approach will be developed regarding the bridge improvements in order to address navigational issues pertaining to the historic bridges holistically. A Navigation Study, Bridge Questionnaire/Waterway Vessel Survey, and Bridge Hydraulics Report will be performed as needed to determine potential effects to navigation.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: Minimal
Comments:
Refer to Project PED Comments.

Special Designations

Special Designations: Outstanding Florida Waters

Project Level

Comments:
Degree of Effect: **Minimal**

The twenty-three historic bridges span the Florida Keys National Marine Sanctuary, which encompass all of the Florida Keys and is classified as "Special Waters" Outstanding Florida Waters. Bahia Honda State Park, which is classified as Other Outstanding Florida Waters, is also located within the 200-foot project buffer. The Coupon Bight Aquatic Preserve at Big Pine Key is additionally located within the vicinity of the project and is considered part of the Florida Keys National Marine Sanctuary.

This project will address the issue of falling debris from deteriorating cantilevered road deck associated with the structural and functional deficiencies of the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Where removal of the cantilevered road deck is proposed, potential damage to benthic resources and adverse water quality effects as a result of falling debris will be reduced. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards.

The overall project will be designed to meet state water quality and quantity standards. Best Management Practices, along with catchment structures or curtains, will also be employed to prevent sediment/turbidity/contaminants/other foreign material from entering the water as a result of the proposed work. As these waters are afforded a higher level of protection, all relevant agency coordination will take place and permits obtained to meet the more stringent water quality treatment and attenuation requirements (specifically pertaining to stormwater) associated with discharge to Outstanding Florida Waters or impaired waters. Construction methodologies to minimize impacts to Outstanding Florida Waters will also be considered. Based on the foregoing, minimal involvement regarding these specially designated resources is anticipated.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: Minimal
Comments:
Refer to Project PED Comments.

Special Designations: Aquatic Preserves

Project Level

Comments:
Degree of Effect: **Minimal**

Refer to comments provided for Outstanding Florida Waters.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: Minimal
Comments:
Refer to Project PED Comments.

Special Designations: Scenic Highways

Project Level

Comments:
Degree of Effect: **Substantial**

The Florida Keys Scenic Highway corridor stretches along existing US Highway 1 from Mile Marker 110, north of the Jewish Creek Bridge, to Mile Marker 0 in Old Town Key West. The scenic highway corridor also extends five miles on each side of US Highway 1, encompassing all of the Florida Keys (including natural features, communities, and the twenty-three historic bridges). In 2009, the Florida Keys Scenic Highway was designated as an All-American Road, the highest status in the National Scenic Byways System and one of only thirty-one in the whole country.

The proposed bridge improvements are anticipated to address aesthetic aspects of the existing bridges by repairing/rehabilitating and/or removing deteriorating elements of the bridges (i.e., corroded steel I-beams and utility pipes, cracking/spalling concrete decks, etc.). Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. If the existing cantilevered road deck of the bridges is completely removed or other elements of the bridge structures are dramatically altered/removed, visual impacts to the scenic highway could be a concern as the overhangs, concrete spandrel arches, steel plate girders, and steel trusses are considered contributing aspects of the bridges' aesthetic quality and historic physical integrity. The modification or removal of bridge structure elements could also alter the existing viewshed of the Florida Keys Scenic Highway. For these reasons, substantial involvement regarding scenic highways is anticipated.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: Substantial
Comments:
Refer to Project PED Comments.

Special Designations: Wild and Scenic Rivers

Project Level

Comments:
Degree of Effect: **N/A / No Involvement**

There are no wild or scenic rivers reported within the project vicinity.

This project will address safety conditions due to structural and functional deficiencies associated with the majority of the twenty-three Florida Keys Historic Bridges through repair/rehabilitation and/or removal options. Once repair/rehabilitation and/or removal options have been analyzed to address the deteriorating bridge elements, improvements intended to allow for the incorporation of a future trail facility on the historic bridges to complete the Florida Keys Overseas Heritage Trail [i.e., retrofitting the Florida Keys Historic Bridges (without existing trail) to scenic overlooks and reconnecting the historic South Pine Channel Bridge to fill the existing span gap] will be evaluated. The inclusion of trail on four of the bridges [Niles Channel Bridge, Bahia Honda Bridge, Seven Mile Bridge, and Channel #5 Bridge] will be evaluated through a separate study due to the challenges associated with building new bridge structural components to USCG navigational standards. Given that no wild or scenic rivers are reported within the vicinity of the project and the fact that the proposed improvements at this time are to be predominantly confined to the bridges themselves, no impacts to or involvement regarding these specially designated resources is anticipated.

Alternative Level

Alternatives: #1 East Rockland Key-Big Pine Key, #2 Big Pine Key-Marathon, #3 Marathon-Lower Matecumbe Key
Degree of Effect: N/A / No Involvement
Comments:
Refer to Project PED Comments.

Florida Department of Environmental Protection

Florida Keys Overseas Heritage Trail

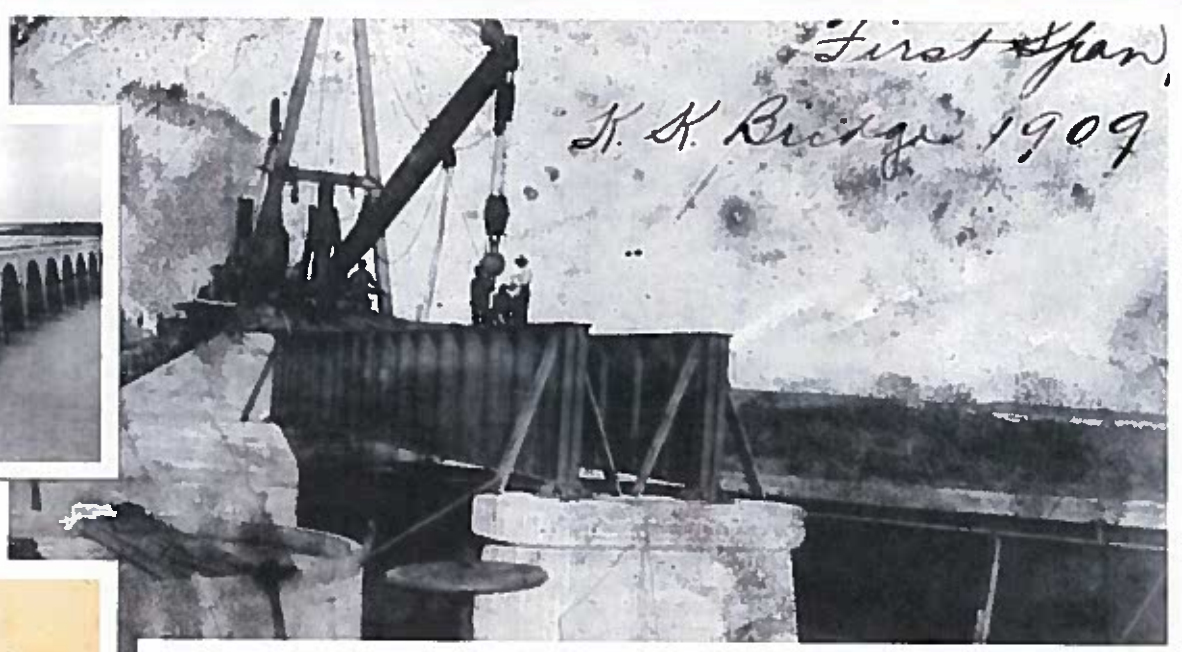
Senate Appropriations Subcommittee on General Government

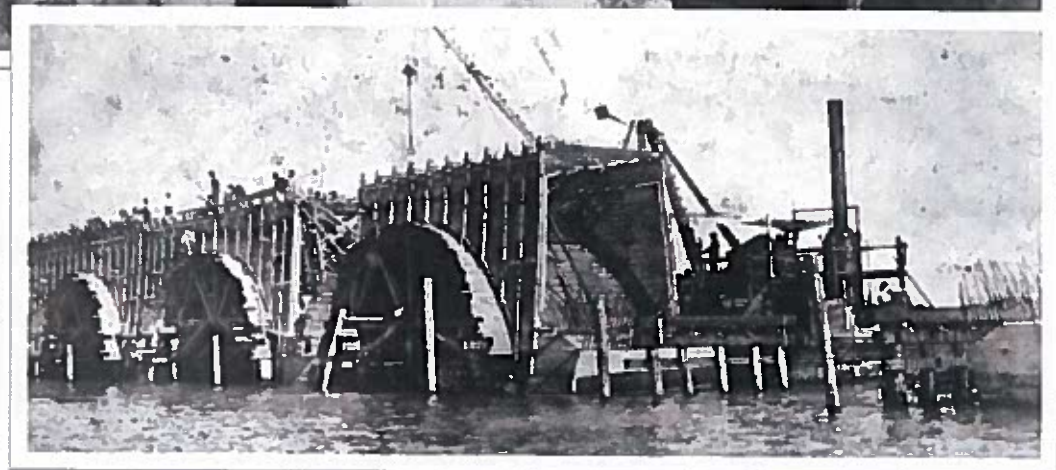
Gary Clark
Deputy Secretary for Land and Recreation

November 18, 2015

Florida Keys Overseas Heritage Trail

Overview





Challenges

FAILED CANTILEVER SEGMENT SUPPORTED SOLELY BY CORRODED UTILITY PIPE

Anticipated Costs

	Amount
Upland Trail Segments	$41 million
Bahia Honda Repair and Demolition	$18.5 million
Seven Mile Bridge Repair and Demolition	$70 million
Spandrel Arch Bridge Repair	$54.5 million
Total	$184 million

FY 2016-17 Legislative Budget Request

$13.5 million for three projects:

- $5 million: Removal of most critically failed cantilever sections
- $5 million: Project Development and Environmental Study for the Historic Flagler Bridges
- $3.5 million: Bahia Honda Historic Bridge Overlook Restoration

Questions

Gary Clark
Deputy Secretary for Land and Recreation
Florida Department of Environmental Protection
Gary.Clark@dep.state.fl.us

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016

Department: Sustainability /Projects

Bulk Item: Yes __ No X

Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: Ratification of Amendment No. 6, which now includes previously omitted Exhibits A-6 and B-6 to the Contract For *Engineering, Design And Permitting Services of the Demonstration Projects*, with AMEC Foster Wheeler Environment and Infrastructure, Inc. approved as Item M7 on the December 9, 2015 regularly scheduled board meeting.

ITEM BACKGROUND: Amendment #6 was passed by the BOCC on December 9, 2015 regularly scheduled board meeting. Subsequent to passage it was determined that two exhibits (A-6 and B-6) were missing from the BOCC agenda backup. Attached as backup is the complete Amendment No. 6 with the omitted exhibits. Nothing in this complete package changes the intent of the original amendment. This amendment authorizes (1) an extension of time from December 31, 2015 to July 31, 2016; (2) updates the travel expenses to reflect the revisions to the Monroe County travel expense rates; and (3) reallocates $42,437.30 from the design services for Canal #459 (culvert requiring Navy approval) to *General Project Management Services* instead. The Contract value remains unchanged. The authorization is retroactive to December 9, 2015.

(1) The three largest demonstration projects have been either completed or are underway. The schedule for the remaining demonstration projects, #277 culvert, and #266 and #287 air curtains, was delayed to allow the organic removal and backfilling projects to be completed first. An extension of time is requested to allow AMEC time to perform Construction Engineering Inspection services for the remaining demonstration projects.

(2) Travel expenses are updated to reflect the revisions to the Monroe County rates as approved by the BOCC on March 18, 2015.

(3) The contract extension requires a reallocation of $42,437.30 from the task for *design of the (Navy) culvert* to the task for *ongoing demonstration project management services*, i.e. RESTORE support, homeowner coordination, project status reports, invoice review and preparation, assisting the County's project manager with canal workshop presentation materials, meeting presentations, meeting minutes, etc. These services provided are in lieu of an FTE (full time equivalent) that otherwise would have been necessary to support the canal restoration program.

Note that staff is recommending that the design services for Canal #459 (culvert requiring Navy approval), be placed on hold until additional funds are available. There are two other demonstration culvert projects, #277 Tropical Bay and #472 Geiger Key. The Canal #459 culvert project will be addressed when future funds are available.

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 Amendment #6 was passed and is revised by this amendment on January 20, 2016

CONTRACT/CONTRACT CHANGES: Extension of project schedule, update of travel rates, and reallocation of existing funds between project tasks.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $0.00 **INDIRECT COST:** ___ **BUDGETED:** Yes ___ No ___ N/A X

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $ 0.00 **SOURCE OF FUNDS:** _____

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

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

DOCUMENTATION: Included X Not Required ___

DISPOSITION: _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Amec Foster Wheeler

Contract #A-6

Effective Date: January 20, 2016

Expiration Date: July 31, 2016

Contract Purpose/Description:

This Amendment authorizes a resend of the former Amendment No. 6 Item M7 on the December 9, 2015 BOCC agenda. This resend of Amendment No. 6 contains two exhibits that were missing in the original BOCC agenda backuip (A-6 & B-6). The amendment authorizes extension of the expiration date for the Engineering Design and Permitting Services for the Canal Demonstration Projects contract, updates the travel expenses to reflect the revisions to the Monroe County rates, and reallocates $42,437.50 of existing funds from Canal #459 Tasks 3-7 to the task for General Project Mgmt. There is no increase in total contract amount.

Contract Manager: Rhonda Haag (Name) 8774 (Ext.) CAD M.S. #26 (Department/Stop #)

for BOCC meeting on 1/20/16 Agenda Deadline: 1/05/16

CONTRACT COSTS

Total Dollar Value of Contract: $ A-6 $0.00 Total Contract 784,446.14 Current Year Portion: $

Budgeted? Yes ☐ No ☐ Account Codes: ____-____-____-____-____

Grant: $ ____-____-____-____-____

County Match: $ ____-____-____-____-____

____-____-____-____-____

ADDITIONAL COSTS

Estimated Ongoing Costs: $0 /yr (Not included in dollar value above) For: N/A (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	____	Yes ☐ No ☐	____	____
Risk Management	1.6.16	Yes ☐ No ☒	[signature]	1.6.16
O.M.B./Purchasing	1/6/16	Yes ☐ No ☐	[signature]	1/6/16
County Attorney	1/6/16	Yes ☐ No ☒	[signature]	1/5/16

Comments: ____

AMENDMENT NO. 6
TO THE CONTRACT
FOR ENGINEERING, DESIGN AND PERMITTING SERVICES
FOR THE CANAL DEMONSTRATION PROJECTS

THIS AMENDMENT NO. 6, dated December 9, 2015, 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) by and between Monroe County Board of County Commissioners, "COUNTY," and AMEC Foster Wheeler Environment & Infrastructure, Inc., "AMEC".

WITNESSETH:

WHEREAS, much engineering and administrative coordination work has been performed under the Contract and the three largest demonstration projects are complete or underway with the remaining air curtain and culvert projects in the process of procurement; and

WHEREAS, an extension to the overall schedule of the demonstration projects is required to allow time for development of the remaining project solicitations, coordination of the permitting, coordination with the County and construction engineering and inspection (CEI) services; and

WHEREAS, the estimated construction completion date for the current demonstration projects, with the exception of the Canal #459 (culvert requiring Navy approval), is July 31, 2016; and

WHEREAS, an extension of time is required to extend the Contract from December 31, 2015 to July 31, 2016; and

WHEREAS, travel expenses need to be updated to reflect the revisions to the Monroe County rates as approved by the BOCC on March 18, 2015; and

WHEREAS, a reallocation of task funds is required for AMEC to provide additional overall project management administration and coordination services for the extended contract period.

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. Article 2.1.2 is hereby DELETED and REPLACED with the following:

2.1.2 This CONTRACT is effective on the 21st day of May, 2014 and shall extend through July 31, 2016. Travel expenses as detailed in **Exhibit B-6** are updated to reflect the revisions to the Monroe County rates. AMEC shall provide the deliverables as specified in **Exhibit A-6 "Revised Deliverable Schedule"** and shall submit invoices following **Exhibit B-6 "Revised Schedule of Values".**

2. AMEC will provide the ongoing scope of services as specified in **Exhibit C-6 "AMEC FOSTER WHEELER'S SCOPE OF SERVICES"** attached and made a part of this AMENDMENT No. 6.

3. This AMENDMENT No. 6 reallocates $42,437.30 from the engineering design services for Canal #459 (culvert requiring Navy approval) to General Project Management Services instead, specifically Tasks 3-7. The design services for Canal #459 (requiring Navy approval) will not be completed until additional funds are located and BOCC approval received. The overall CONTRACT value remains the same at Seven Hundred Eighty Four Thousand Four Hundred Forty Six Dollars and Fourteen Cents ($784,446.14).

4. All other provisions of 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) not inconsistent herewith, shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, each party caused this AMENDMENT NO. 6 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

AMEC FOSTER WHEELER EVIRONMENT & INFRASTRUCTURE, INC.

By: _____

Print name: Michael Nardone

Title: Sr. Vice President

Date: 11/19/15

STATE OF FLORIDA
COUNTY OF Miami Dade

On this 19 day of November 2015, before me ,the undersigned notary public, Personally appeared Michael Nardone, 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 #6 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-6 Revised Deliverable Schedule for Demonstration Canals from Original Contract Revised by Amendments #3, #4, #5 and #6

Canal	Task	Original Contract Completion Date	Amendment #3 Revised Contract Completion Date	Amendment #4 and #5 Revised Contract Completion Date	Amendment #6 Revised Contract Completion Date
Canal #266 Big Pine Key	**Task 1:** Additional Data Collection/Processing	90 days from NTP	August 31, 2015		
	Task 2: Preliminary Design - 30% Documents	90 days from NTP	August 31, 2015		
	Task 3: Permitting	135 days from NTP	October 30, 2015		
	Task 4: 60% Construction Documents	120 days from NTP	October 30, 2015		
	Task 5: 100% Construction Documents Completion Submittal	225 days from NTP	October 30, 2015		
	Task 6: Bid Support	300 days from NTP	October 30, 2015		
	Task 7: Construction Support Services and Engineering During Construction for Air Curtain Installation	Not specified	December 31, 2015		**June 30, 2016 Required due to re-advertisement of RFP for the air curtain installation**
Canal #287 Big Pine Key	**Task 1:** Additional Data Collection/Processing	90 days from NTP	August 31, 2015		
	Task 2: Preliminary Design - 30% Documents	90 days from NTP	August 31, 2015		
	Task 3: Permitting	135 days from NTP	October 30, 2015		
	Task 4: 60% Construction Documents	120 days from NTP	October 30, 2015		
	Task 5: 100% Construction Documents Completion Submittal	225 days from NTP	October 30, 2015		
	Task 6: Bid Support	300 days	October 30,		

		from NTP	2015		
	Task 7: Construction Support Services and Engineering During Construction	Not specified	December 31, 2015		**June 30, 2016 Required due to re - advertisement of RFP for the air curtain installation**
Canal #290 Big Pine Key	**Task 1:** Additional Data Collection/Processing	90 days from NTP	May 29, 2015		
	Task 2: Preliminary Design - 30% Documents	90 days from NTP	May 29, 2015		
	Task 3: Permitting	135 days from NTP	May 29, 2015		
	Task 4: 60% Construction Documents	129 days from NTP	May 29, 2015		
	Task 5: 100% Construction Documents Completion Submittal	225 days from NTP	June 30, 2015		
	Task 6: Bid Support	300 days from NTP	October 30, 2015		
	Task 7: Construction Support Services and Engineering During Construction	Not specified	December 31, 2015	**Amendment #5 Revised Completion Date February 29, 2016**	**April 15, 2016 Required to complete all project close out items including permits**
Canal #459 Geiger Key (requiring Navy approval)	**Task 1:** Additional Data Collection/Processing	90 days from NTP	December 31, 2015		**Project on hold**
	Task 2: Preliminary Design - 30% Documents	90 days from NTP	December 31, 2015		**Project on hold**
	Task 3: Permitting	135 days from NTP	December 31, 2015		**Funds moved to General Project Management Task**
	Task 4: 60% Construction Documents	120 days from NTP	December 31, 2015		**Funds moved to General Project Management Task**

	Task 5: 100% Construction Documents Completion Submittal	225 days from NTP	December 31, 2015		**Funds moved to General Project Management Task**
	Task 6: Bid Support	300 days from NTP	December 31, 2015		**Funds moved to General Project Management Task**
	Task 7: Construction Support Services and Engineering During Construction	Not specified	December 31, 2015		**Funds moved to General Project Management Task**
Canal #277 Big Pine Key	**Task 1:** Additional Data Collection/Processing	90 days from NTP	October 30, 2015		
	Task 2: Preliminary Design - 30% Documents	90 days from NTP	October 30, 2015		
	Task 3: Permitting	135 days from NTP	November 30, 2015		
	Task 4: 60% Construction Documents	120 days from NTP	November 30, 2015		
	Task 5: 100% Construction Documents Completion Submittal	225 days from NTP	November 30, 2015		
	Task 6: Bid Support	300 days from NTP	December 31, 2015		
	Task 7: Construction Support Services and Engineering During Construction	Not specified	December 31, 2015		**July 31, 2016 Required due to RFP opening on December 29, 2015**
Canal #29 Key Largo	**Task 1:** Additional Data Collection/Processing	90 days from NTP	May 29, 2015		
	Task 2: Preliminary Design - 30% Documents	90 days from NTP	May 29, 2015		
	Task 3: Permitting	135 days from NTP	May 29, 2015		
	Task 4: 60% Construction Documents	120 days from NTP	May 29, 2015		
	Task 5: 100%	225 days	October 30,		

	Construction Documents Completion Submittal	from NTP	2015		
	Task 6: Bid Support	300 days from NTP	November 30, 2015		
	Task 7: Construction Support Services and Engineering During Construction	Not specified	December 31, 2015		
Overall Project Management		12 months after NTP	July 15, 2015	**Amendment #4 Revised Completion Date December 31, 2015**	**July 31, 2016 Required to provide services for the completion of the air curtain and Canal #277 culvert demonstration projects.**

Note: NTP = Notice to Proceed which for the original contract was May 21, 2014

EXHIBIT B-6
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. Transportation: Company pickup truck/personal vehicle, per mile – current allowable rate per County and Florida State Statutes
    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

EXHIBIT C-6
AMEC FOSTER WHEELER'S SCOPE OF SERVICES

A. Project Management During Implementation of the Installation of Canal Restoration Demonstration Projects consisting of the Canal #290 Organic Removal, Canal #266 Air Curtain Installation, Canal #287 Air Curtain Installation and Canal #277 Culvert Installation

1. Scope of Work:
AMEC will provide general project management services for a 7 month period extending from January 1, 2016 through July 31, 2016 for overall management during the construction of the Canal Restoration Projects including: Canal #290 organic removal, Canal #266 and #287 Air Curtains, and Canal #277 culvert. A cost has been included based upon providing a project manager for approximately 20% of the time during the 7 month time frame. This task will include RESTORE coordination, client communications, attendance at meetings, homeowner coordination, preparation of project updates, assistance with preparation of materials and attendance at the upcoming Canal BOCC Workshop, and monthly invoicing. This scope extends the services included in the Amendment No. 4 which currently terminates on December 31, 2015.

2. Overall Project Management Deliverables:
- Monthly project status reports and monthly invoices detailing work activities performed within the month.
- Canal Workshop presentation materials
- Meeting presentations
- Meeting minutes.

3. Project Management Budget: $ 42,437.30

The attached spreadsheet provides the labor details. Additional staff may be utilized on these projects, as needed, per the Contract Schedule of Values also attached.

4. Completion Date: July 31, 2016

TOTAL ALL TASKS: $42,437.30

AMEC Foster Wheeler, E&I, Inc.

Client: Monroe County
Date: 11/17/2015

Scope: Overall Project Management Services from January 1, 2016 through July 31, 2016
Reference: Amendment #6 dated December 9, 2015

Revised Task 7: Engineering Support During Construction

Overall Project Management

AMEC Foster Wheeler Labor Classification	Discipline	Hourly Rate	HOURS	COST
Principal/Project Manager	Hydrogeology	$155.00	219	$33,945
Admin II	Admin	$80.00	84	$7,224
LABOR SUBTOTAL			303	$41,169

Overall Project Management

II. UNIT RATES SUBMIT ACTUALS only	COST PER UNIT	UNITS	COST
Gas ($0.53/mile)	$0.53	2,000	1,060.00
Shipping and teleconference charges	$208.30	1	208.30
Expenses			1,268.30
TOTAL Overall Program Management:		1	42,437.30

Note: Additional staff may work on the project as needed per the Contract Schedule of Values

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. Transportation: Company pickup truck/personal vehicle, per mile – current allowable rate per County and Florida State Statutes
    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: January 20, 2016 Department: Sustainability

Bulk Item: Yes __ No X Staff Contact Person: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: 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, tidewater and road elements in two communities for sea level rise adaptation and to extend the contract.

ITEM BACKGROUND: This Amendment No. 6 was previously approved as item M8 at the December 09, 2015 BOCC meeting however part of a WHEREAS clause was inadvertently deleted from the agenda item creating an inconsistency in the amendment. The 7th Whereas clause previously read as follows;

> WHEREAS, this "pilot effort" will define acceptable levels of service for future flood risk in two communities in the Keys which were heavily impacted by recent extreme high tides in October 2015. Once acceptable levels of service are defined, possible strategies for those roadways in the two pilot communities will include a rough order of magnitude preliminary project dialogue;

The 7th WHEREAS clause now correctly reads as follows;

> WHEREAS, this "pilot effort" will define acceptable levels of service for future flood risk in two communities in the Keys which were heavily impacted by recent extreme high tides in October 2015. Once acceptable levels of service are defined, possible strategies for those roadways in the two pilot communities will include a rough order of magnitude preliminary opinion of probable construction ("OPC") cost estimate for proposed strategies to enable later project dialogue;

The amendment amends the schedule and scope of services to develop policy and design alternatives in two pilot communities to be selected, for reducing the effects of tidal flooding, stormwater, and long term sea level rise supporting more resilient infrastructure features focused on alleviating flooding on roadways. Additional tasks and coordination under this Amendment No. 6 will be completed by August 1, 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 was added a single modeling run.

10-21-15: Approval of Amendment No. 5 to add additional modeling tasks and extend the contract to January 2016.

12-09-15: Approval of Amendment No. 6 for a pilot project on integrating design of stormwater, tidewater and road elements in two communities for sea level rise adaptation and to extend the contract.

CONTRACT/AGREEMENT CHANGES: Adding new services for tidal flooding planning for two demonstration areas.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST $98,873.00. INDIRECT COST: ___ BUDGETED: Yes _X_ No ___
DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $98,873 **SOURCE OF FUNDS:** 001-05008-530340
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 #**_____

AMENDMENT NO. 6
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. 6, effective as of December 9, 2015, 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), and October 21, 2015 (A5) 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 County experienced abnormally high tides in the month of October 2015 and anticipates more frequent and higher street flooding in the future related to sea level rise; and

WHEREAS, the County desires to start preparing for more nuisance and inundation events given that future of sea level rise impacts will impact roads; and

WHEREAS, this amendment proposes work consistent with preliminary recommendations already developed in the GreenKeys Sustainability Plan and will include future flood risk from sea level rise in capital planning and comprehensively integrate stormwater, tidal flooding and road design features to prepare for additional tidal flooding events in the future; and

WHEREAS, this amendment will also help define alternative levels of service for consideration by the County that account for future tidal risk based on modeling already completed in the GreenKeys Planning effort as well as near term modeling to occur in conjunction with a National Oceanic and Atmospheric Administration ("NOAA") grant the County is anticipated to receive beginning in 2016; and

WHEREAS, this "pilot effort" will define acceptable levels of service for future flood risk in two communities in the Keys which were heavily impacted by recent extreme high tides in October 2015. Once acceptable levels of service are defined, possible strategies for those roadways in the two pilot communities will include a rough order of magnitude preliminary opinion of probable construction ("OPC") cost estimate for proposed strategies to enable later

project dialogue; and

WHEREAS, the COUNTY desires to modify the AGREEMENT to define Existing Tidal/Stormwater Inundation Areas in two pilot communities; define Future Tidal Inundation Areas in two pilot communities; identify Level of Service and Design Response Alternatives in two pilot communities and establish Response Policies for two pilot communities; and

WHEREAS, the parties agree to extend the date of the Agreement to August 1, 2016 to allow for the completion of services under this AMENDMENT NO. 6 only, but still complete the work included in A-5 by January 31, 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 provide the additional services as described in the Scope of Services **Exhibit A-6** attached, including the spread sheet attachment, which is attached hereto and made a part of this agreement.

2. This Amendment No. 6 shall create new deliverables and extend the contract by 184 days to August 1, 2016. CONSULTANT shall provide the deliverables outlined in **Exhibit B-6. D**eliverables provided for A-5 shall be finalized by January 31, 2016, after direction is provided at the January 13, 2016 Board of County Commissioner workshop on sea level rise and the Draft GreenKeys Sustainability Plan.

3. This AMENDMENT NO. 6 provides additional funds in the amount of Ninety Eight Thousand Eight Hundred and Seventy Three Dollars ($98,873.00). Payment will be made according to the Deliverable Schedule attached as **Exhibit B-6**.

REMAINDER OF THIS PAGE PURPOSELY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the _____ day of _____ 2015.

(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: 11/20/15

ERIN L. DEADY, P.A.

By: _____

Print Name: Erin L. Deady

Title: President

Date: 11/20/15

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/2/15

EXHIBIT A-6

STATEMENT OF WORK

Scope of Services

The CONSULTANT will assist the County with building on what has already been accomplished under the CONTRACT on the GreenKeys Plan. In addition to the services previously listed in the CONTRACT, the CONSULTANT will provide the following additional project tasks identified below:

Project Introduction

Monroe County communities have been experiencing regular flooding from storm water ponding and tidal conditions, a concern that will likely be exacerbated by expected increases in sea level rise. This work effort is focused on conducting a pilot study with the intent of determining actions that could be taken to maintain an appropriate level of service along roadways within two communities when considering the combined effects of stormwater, tidal inundation and sea level rise. The communities to be assessed will include the Shaw Drive / Adams neighborhood in Key Largo and one other community in another part of Monroe County to be identified later.

This work effort will take advantage of earlier efforts conducted within the county to define the risks from sea level rise and tidal flooding. The work effort is organized to develop a full understanding of inundation, both currently and longer term – followed by the development of engineering responses and policy recommendations. It is assumed for this scope of work that some specific data elements, specifically LIDAR topographic data, including derived topographic data layers – will be available for use.

The scope of work to complete this work is outlined below:

Task 1.0 - Project Management

The work effort for this task shall consist of the following coordination efforts among the county project manager and the CONSULTANT. Actions under this task shall consist of:

1) Bi-weekly conference calls to provide project updates among team members.
2) Two in-person meetings at key milestone points to discuss preliminary findings. Those milestone points will be:
    a. At the conclusion of the development of the engineering recommendations
    b. To discuss pre-final report recommendations

Task 2.0 Define Existing Tidal/Stormwater Inundation Areas

A critical first effort to developing a response to existing and future flooding concerns will be the development of spatial data that reflects conditions today in the two pilot neighborhoods. This will allow for the development of future flood risk given future sea level rise projections. This work shall include:

1) Developing mapping (based on existing data developed for the GreenKeys Plan) for tidal conditions based on available spatial data
2) Refinement of this mapping based on community input and/or anecdotal information provided by County representatives and stakeholders with knowledge of the conditions in the neighborhoods
3) Identify inundation levels for various conditions, including regular and high tides predicted to be more frequent with future sea level rise. The effort shall include the identification of the probabilities of such events (daily, monthly, annually, etc.) as this will be an important consideration in later level of service discussions.

Deliverable: GIS mapping and shapefiles which represent community inundation levels, including identified probability levels based on existing work completed in the GreenKeys effort and that will be updated or refined as necessary with new data.

Task 3.0 Define Future Tidal Inundation Areas

Inundation levels for today will change given projected future sea level rise values identified in the GreenKeys Planning effort. The primary intent of this task is to develop an understanding of how those sea level rise projections will impact inundation in the two subject pilot communities. The specific work efforts to be completed under this task include:

1) Utilize sea level rise values for 2030 and 2060 to identify rates of change that can be applied by decade to define the timeframe of future inundation
2) Develop inundation levels that reflect those future values and identify how they may impact the inundation in each of the two pilot communities

At the conclusion of task 3, the data from tasks 2 and 3 will be combined to determine an estimate of probability of flooding for the two neighborhoods, as well as the water levels associated with each of those probabilities as a means of providing data by which important policy decisions on levels of service delivery can be made in the future.

Task 4.0 Identify Level of Service and Design Response Alternatives

These steps to define potential responses to future flood risk from sea level rise include the development of a level of service policy to guide potential investment decisions, and the development of conceptual engineering design strategies/alternatives for reducing/eliminating inundation on community roadways. The activities to be completed under this task include:

1) Discuss policy with County officials to identify appropriate targets for inundation levels based on alternatives to be developed by the Project Team. This dialogue would be expected to include the identification of various levels and how often a roadway should be allowed to be inundated, as well as what design features and costs should be considered in alleviating those future conditions.

2) The development of County owned and maintained roadway design options for the two pilot neighborhoods and to analyze those design options that reduce or eliminate regular inundation in neighborhoods. Design options will need to consider:

    a. Drainage options, relative elevations, water table, position in surge/flooding areas and potential environmental considerations for design.

The outcome of this effort will be the identification of conceptual design options that could be carried forward to reduce or eliminate flooding based on the judgment of a team of professional engineers specializing in roadway and coastal design. The proposed strategies will include a rough order of magnitude preliminary opinion of probable construction ("OPC") cost estimate for proposed strategies to enable later project dialogue.

Deliverable: Draft and final findings memorandum outlining the dialogue on level of service and also those preliminary design recommendations identified for each community.

Task 5.0 Establish Response Policies for pilot communities

Findings from this effort will help to define a method to determine roadway inundation levels associated with sea level rise countywide. The County's response and how decisions may be made will be dependent on a few key actions. Those actions include how the County prioritizes those improvements for implementation countywide and any regulatory framework actions that could be taken. This effort serves as a pilot effort to begin making similar decisions based on future sea level rise projections countywide. The activities to be undertaken for this task include:

1) Establishing a decision matrix, based on level of service dialogue from task 4 above which may also be enhanced by efforts stemming from a forthcoming NOAA grant to launch in early 2016.
2) The identification, by the County, of any funding to be made available for improvements in communities.
3) Identification of methods to prioritize projects when compared, to enable countywide efforts to improve facilities given limited available funds.
4) The modification of any current rules or ordinances that govern the development of the County roadway system and any proposed changes to them based on study findings.

Deliverable: **Draft and final report on policies and prioritization recommendations**

Final Due Date: July 30, 2016

Exhibit B-6- Task and Deliverables Breakdown

Tasks	Deliverables	Dates	ELD PA/Stetson	Other	Budget
Task 1.0:	***Project Management***				
	Project Coordination Calls	Ongoing	3000	2054.52	$5,055
	First Milestone Meeting	TBD	4000	1445.68	5445.68
	Second Milestone Meeting	TBD	3000	1445.68	4445.68
Task 2.0:	***Define Existing Tidal/Stormwater Inundation Areas***				
	Develop Initial Condition Mapping	31-Jan	1500	3907.39	$5,407
	Refining Innundation Mapping	15-Feb	1500	4338.93	$5,839
	Determine Flooding Elevation Levels and Probabilities- GIS mapping and shapefiles which represent community inundation levels, including identified probability levels based on existing work completed in the GreenKeys effort and that will be updated or refined as necessary with new data.	28-Feb	2000	5021.54	$7,022
Task 3.0:	***Define Future Tidal Inundation Areas***				
	Determine SLR rates to apply to mapping through coordination	28-Feb	500	3297.27	3797.27
	Develop Tidal Innudation Mapping Including SLR	30-Mar	1000	6405.81	7405.81
	Develop Estimate of Combined Flood Level Probabilites	30-Mar	500	4198.34	4698.34
Task 4.0:	***Identify Level of Service and Design Response Alternatives***				
	Determine Level of Service Targets for Pilot Roadways	30-Apr	4000	1784.11	5784.11
	Determine Potential Design Responses and Cost Estmates	30-Apr		7527.17	7527.17
	Develop Task Memorandum- Draft and final findings memorandum outlining the dialogue on level of service and also those preliminary design recommendations identified for each community.	30-May	4000	4949.3	8949.3
Task 5.0:	***Establish Response Policies for pilot communities***				
	Develop Decision Matrix	15-Jun	3000	3580.85	$6,581
	Develop Prioritization Methods	15-Jun	6000	7468.73	13468.73
	Develop Policy and Ordinance Reponses- Draft and final report on policies and prioritization recommendations and Final Workshop on Deliverables	15-Jul	6000	1447.68	7447.68
		TOTAL	**40000**	**58873**	**$98,873**

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Sustainability and Projects

Bulk Item: Yes X No ____ Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: 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.

ITEM BACKGROUND: The Summit was hosted on December 1-3, 2015 by Monroe County on behalf of the *Southeast Florida Regional Climate Change Compact*. The number of summit registrations was anticipated not to exceed 400. More than 420 registered, therefore additional food and beverage was required. In addition, a snack break was added to Day 3 of the event during the morning, as the event did not end until after 1:00 p.m., and no lunch was offered. Additional audio visual services were necessary to support the use of two conference rooms for speakers and guests.

To date $184,400 has been received by the County or the SFRPC from registration fees and sponsor donation fees. All sponsor fees have been received, late registration fees are still being collected. Pre-payment in the amount of $166,500 was paid to the Casa on 11/23/15, which included $35,000 for AV. The County has a FY16 budget of $50,000 for Summit Expenses.

- Sponsor donations and registration fees will be used to fund the *food and beverage services fee* of $153,854.80.
- Budgeted funds will be used to fund the *audio visual services fee* of $38,648.58.
- Remaining sponsor donations and registration fees will be used to help fund other summit expenses such as speaker expenses.

PREVIOUS RELEVANT BOCC ACTION:
04-15-15: Authorize entering into a contract with the Casa Marina
11-17-15: Authorized entering into Amendment No. 1 for a total not to exceed amount of $166,500.

CONTRACT/CONTRACT CHANGES: Changes vis-à-vis the original Agreement:

1. Resort charge ($6,960) is eliminated;
2. Food and beverage charges increases (attributable an increase in estimated head count);
3. Additional audio visual charges.

STAFF RECOMMENDATIONS: Approval

TOTAL COST:$179,437.76 INDIRECT COST: _ BUDGETED: Yes* X No
*Budgeted funds and unbudgeted donations and registrations fees will be used to fund this amendment.

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $50,000 **SOURCE OF FUNDS:** Budgeted Funds. Sponsor and Registration Fees collected.

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

APPROVED BY: County Atty CH/ OMB/Purchasing CB Risk Management MC

DOCUMENTATION: Included X Not Required____
DISPOSITION:_____ **AGENDA ITEM #** CAD #___

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Casa Marina Contract #A2

Effective Date: January 20, 2016

Expiration Date: January 31, 2016

Contract Purpose/Description:

This Amendment No. 2 authorizes the Casa Operating Lessee Inc. to provide additional food and beverage and audio visual services for the 7th SE FL Regional Climate Summit in the amount of $13, 065.72.

Contract Manager: Rhonda Haag (Name) 8774 (Ext.) CAD M.S. #26 (Department/Stop #)

for BOCC meeting on 01/20/16 Agenda Deadline: 1/6/16

CONTRACT COSTS

Total Dollar Value of Contract: $ 179,437.76. Current Year Portion: $ 179,437.76

Budgeted? Yes☒ No☐ Account Codes: 001-05008-530490-___-$38,648.58 budgeted

Grant: $ donations 158-06047-530490-__-$153,854.80 donations

County Match: $ _____ _____-_____-_____-_____-& registration fees

_____-_____-_____-_____-_____

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	1·5·16	Yes☐ No☑	[signature]	1·5·16
O.M.B./Purchasing	1/5/16	Yes☐ No☑	Debra Brickell	1/5/16
County Attorney	1-5-2016	Yes☐ No☒	Cynthia L. Hall	1-5-2016

Comments: _____

OMB Form Revised 2/27/01 MCP #2

CASA MARINA
A WALDORF ASTORIA RESORT

HILTON WORLDWIDE

GROUP SALES ADDENDUM

Casa Marina, A Waldorf Astoria Resort
1500 Reynolds Street | Key West, FL 33040

This Quick Confirmation Agreement ("Agreement") is by and between Monroe County Florida or 7th Annual Regional Climate Change Summit("Group" or "you" or "your(s)") and Casa Operating Lessee Inc. ("Owner"), d/b/a Casa Marina, A Waldorf Astoria Resort(the "Hotel" or "we" or "us" or "our").

Especially Prepared for:	
Group Contact:	Ms. Rhonda Haag
Title:	Sustainability Program Manager
Company Name:	Monroe County Florida
Address:	102050 Overseas Highway - Ste 246,
City, State, Zip:	Key Largo, FL 33037
Phone:	305-453-8774
Email:	Haag-Rhonda@MonroeCounty-FL.gov

Event & Hotel Information:	
Name of "Event":	7th Annual Regional Climate Change Summit
Date(s) of Event:	November 28, 2015 - December 7, 2015
Post to Reader Board As:	7th Annual Regional Climate Change Summit
Hotel Contact:	Martine Bienaime
Title:	Sr. Sales Manager
Phone:	954 962 2339
Email:	Martine.Bienaime@waldorfastoria.com

The following represents a change in the original agreement executed on March 27th, 2016 and amended on November 4th, 2015.

ORIGINAL ANTICIPATED REVENUE

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Food and Beverage Revenue: Inclusive of gratuities, service charges, supplemental surcharges and any other fees outside of food and beverage product sales.	$131,000.00
Total Anticipated Audio Visual Charge	$ 35,000.00
Total Anticipated Meeting Room Rental Fees: Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.	$ 500.00
Estimated Total Resort Charge:	$ 6,960.00
"Total Anticipated Revenue":	$173,460.00

AMMENDED ANTICIPATED REVENUE

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Food and Beverage Revenue: Total Anticipated Food and Beverage Revenue includes gratuities, service charges, supplemental surcharges and applicable federal taxes, but does not include, state or local taxes or any other fees outside of food and beverage product sales.	$153,854.80
Total Anticipated Audio Visual Charge	$ 38,648.68
Payment/Deposit/Adjustments	$179,437.76
BALANCE DUE	**$13,065.72**

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP: Monroe County, FL

By: _____

Name: _____

Dated: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 1-5-2016

HOTEL: Casa Operating Lessee Inc.
d/b/a Casa Marina, A Waldorf Astoria Resort

By: Martine BienAime

Name: Martine Bienaime

Dated: January 4th 2016

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016

Department: Sustainability/Projects

Bulk Item: ____ No X

Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: 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 BACKGROUND: Proposals were opened December 29, 2015. Three proposals were received; the low proposal received was for $423,957.00 from Douglas N. Higgins, Inc. which is less than the budgeted amount of $450,000.

The Canal #277 Culvert project is part of the *Canal Restoration Demonstration Program*, and is designed to evaluate the cost and effectiveness of *installation of a culvert* to enhance the natural tidal flushing and increase the dissolved oxygen in the canal system. This project is the sixth of the County's specified seven demonstration canal projects.

PREVIOUS RELEVANT BOCC ACTION:
September 16, 2015 – Approval to advertise the RFP.

CONTRACT/AGREEMENT CHANGES: Not applicable

STAFF RECOMMENDATIONS: Approval

TOTAL COST: NTE $423,957.00 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 X Not Required ____

DISPOSITION:_____ AGENDA ITEM No. CAD # ____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Douglas N. Higgins,Inc. Contract #_____

Effective Date: January20, 2016

Expiration Date: 60 days from NTP

Contract Purpose/Description:

This Agreement authorizes Douglas N. Higgins, Inc. to proceed with associated work for installing a 60-inch circular concrete reinforced pipe culvert on Canal #277 in Big Pine Key.

Contract Manager: Rhonda Haag (Name) 8774 (Ext.) CAD M.S. #26 (Department/Stop #)

for BOCC meeting on 01/20/16 Agenda Deadline: 01/05/16

CONTRACT COSTS

Total Dollar Value of Contract: $ 423,957.00 Current Year Portion: $ 202,384

Budgeted? Yes☒ No☐ Account Codes: 304-23000-560630-PE1302-530340

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

County Match: $ $0.00 _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $0.00/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	1.6.16	Yes☐ No☑		1.6.16
O.M.B./Purchasing	1/6/16	Yes☐ No☐		1/6/16
County Attorney	____	Yes☐ No☒		1/5/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

BUDGET AND FINANCE
PURCHASING DEPARTMENT
TABULATION SHEET
OPEN DATE: December 29, 2015 AT 3:00 PM

TITLE: CULVERT INSTALLATION WATER QUALITY IMPROVEMENT PROJECT CANAL #277 TROPICAL BAY ESTATES, BIG PINE KEY, MONROE COUNTY, FLORIDA

RESPONDENT	BID BOND	BID AMOUNT
Adventure Environmental, Inc.	5%	$702,000.00
Douglas N. Higgins, Inc.	5%	$423,957.00
Charley Toppino & Sons, Inc.	5%	$527,500.00

Bid Committee Present: Melissa Wilson, OMB
Members of the Public Present: Patrick Ortega-Toppino & Sons; Paul Waters-Douglas N. Higgins
I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: OMB

AGREEMENT

Between Owner and Contractor
Monroe County BOCC

AGREEMENT

Made as of the **20th Day of January 2016**

BETWEEN the Owner: Monroe County Board of County Commissioners
1100 Simonton Street
The Gato Building, Room 2-205
Key West, Florida 33040

And the Contractor:

For the following Project: **CULVERT INSTALLATION, WATER QUALITY IMPROVEMENT PROJECT, CANAL #277 TROPICAL BAY ESTATES, BIG PINE KEY, MONROE COUNTY, FL**

This Agreement represents one of the canal restoration demonstration projects approved by the Monroe County BOCC, whose public purpose is to improve the water quality in Monroe County.

SCOPE OF WORK

1. Project Overview

The Scope of Work consists of installation of 60-inch circular concrete reinforced pipe culvert connecting two segments of Canal #277 located in Tropical Bay Estates, Big Pine Key. The culvert connection is designed to increase the natural tidal flow and increase the dissolved oxygen levels in the canal water.

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 included in the Request for Proposal.

3. General Requirements

A. Construction work times shall be limited to:
8AM to 6PM Mon-Fri, excluding holidays

B. Contractor needs to be aware of weather and location and plan accordingly.

C. Contractor must remain aware of the community residences and plan accordingly. Coordination of each day's works shall be done in advance with approval from AMEC/Engineer.

D. The Scope of Work shall include, but not be limited to, all work shown and listed in the Project Drawings, Technical Specifications, and report of Geotechnical Exploration Details as provided in the Request for Proposal Exhibits A, B and C. The Contractor is required to provide a complete job as contemplated by the drawings and specifications, which are a part of this proposal 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.

Monroe County has made all reasonable efforts to obtain the required permits for this project. If the Contractor is aware of another permit that is required, it is up to them to obtain it.

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 AMEC prior to notice to proceed. Contractor's license shall accompany proposal.

2. Contractor is to review General Requirements for additional responsibilities required in order to perform this Work.

3. 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 Sustainability / Projects Director in any event, in order to not compromise the Owner's right to make appropriate decisions.

4. Prior to the initiation of excavation activities, the centerline end points of the culvert identified in the drawings shall be located by a licensed surveyor and marked using a method that will remain identifiable until the demolition of the canal headwall is initiated. During the installation of the culvert, alignment checks shall be completed to confirm that a deviation from the centerline end point greater than one foot will not occur. Re-alignment of the culvert shall be approved in writing prior to deviating from the excavation footprint.

5. Contractor shall maintain As-Built Drawings, (Record Drawings per Section 01720), of his work progression.

6. Contractor will be responsible for following the permit conditions in the South Florida Water Management District, US Army Corp of Engineers, Florida Keys National Marine Sanctuary and Monroe County Building Permits.

7. Contractor shall provide suitable storage container, and be responsible for disposal off-site of all debris and trash.

8. The Contractor shall repair all damage and restore all properties within the project footprint to original or better than pre-construction conditions, including

County right of way and roads. For roads, repairs shall be provided only for items beyond normal wear and tear. No additional cost to the County shall be allowed.

9. The Contractor shall coordinate with Owner's representative on available hours for Job Site access. Job site will have limited 8AM-6PM work hours Mon-Friday. Contractor will need to schedule work shifts typically from 8AM-6PM weekly. Any change to the agreed upon schedule must be obtained in writing with a minimum of 72 hr advanced notice.

9. Coordination of each days works shall be done in advance with approval from AMEC / Engineer.

The Engineer is:

Amec Foster Wheeler Environment & Infrastructure
Greg Corning
5845 NW 158th Street
Miami Lakes, Florida 33014
314-920-8359

The Owner and Contractor agree as set forth below.

ARTICLE 1
The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), the RFP and its attachments/exhibits, 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:

Division	Subcontractor	Contact	Telephone	Address
1	Affordable Asphalt	Mike Woods	(305) 393 - 2109	99198 Overseas Highway, Key Largo, FL 33037
1	Tri-County Pavement Marking	Paul	(786) 412-5037	1400 SW 27th Ave, Miami, FL 33145

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 accomplish Substantial Completion of the construction of the culvert at Canal #277 within **Sixty (60)** calendar days from Notice to Proceed for the completion of the installation. 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 Sustainability/Projects Director'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 for Installation of the culvert installation for the Contract Sum of **Four Hundred Twenty Three Thousand Nine Hundred Fifty Seven Dollars ($ 423,957.00)**, 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: **No Alternates**

ARTICLE 5
Progress Payments

5.1 Based upon Applications for Payment submitted by the Contractor to the Sustainability / Projects Director, and upon approval for payment issued by the Sustainability / Projects Director, and Engineer, 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 other time interval approved by the Sustainability / Projects Director.

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 Sustainability / Projects Director may require. This schedule, unless objected to by the Sustainability / Projects Director, 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 Sustainability Program Manager. 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 Sustainability Program Manager 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 Sustainability / Projects Director.

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 Sustainability Program Manager. 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 or flash drive 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 INSURANCE REQUIREMENTS.

7.6.1 GENERAL INSURANCE REQUIREMENTS.

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified below, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Sub-Contractors 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 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 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, nonrenewal, 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.

In addition, the County will be named as an Additional Insured and Loss Payee on all policies covering County-owned property.

7.6.2 WORKERS' COMPENSATION INSURANCE REQUIREMENTS

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:

WC1:
$100,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$100,000 Bodily Injury by Disease, each employee

WCUSLH US Longshoremen & Harbor Workers Act - NOT REQUIRED

WCJA Federal Jones Act – NOT REQUIRED

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.

7.6.3 GENERAL LIABILITY INSURANCE REQUIREMENTS

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:

GL3 $1,000,000 Combined Single Limit (CSL)

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, if coverage is provided on a Claims Made policy, 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. If the Contractor has an Occurrence Form policy then the above referenced period for which claims may be reported extending for a minimum of twelve (12) months following the acceptance of work by the County does not apply.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

7.6.4 VEHICLE LIABILITY INSURANCE REQUIREMENTS

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:

VL3 $1,000,000 Combined Single Limit (CSL)

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

7.6.5 WATERCRAFT / POLLUTION LIABLITY

NOT REQUIRED

7.7 MISCELLANEOUS: 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 advice 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 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, 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.

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) 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.

y) 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 Request for Proposal 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.

ARTICLE 9
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:

b) Project Manual:

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 Request for Proposal dated: November 2015.

9.1.4 The Addenda, if any, are as follows:

Number	Date
Addendum No 1	11/25/2015
Addendum No 2	12/08/2015
Addendum No 3	12/21/2015

9.1.5 The Alternates, if any, are as follows:

Alternate No. 1: **Not Applicable**

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.
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 _____

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 1/5/16

(SEAL)

Attest:
By: David Swaine
Print Name: David Swaine
Title: CPA
Date: January 5, 2016

And:
By: _____
Title: Vice-President

DOUGLAS N. HIGGINS, INC.

By: Kelly A. Wilkie
Print Name: Kelly A. Wilkie
Title: Vice-President
Date: January 5, 2016

Print Name: Daniel N. Higgins
Date: January 5, 2016

STATE OF ~~FLORIDA~~ Michigan
COUNTY OF Washtenaw

On this 5th day of January, 2016, before me, the undersigned notary public,
Personally appeared Kelly A. Wilkie, 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 contract with Monroe County for the _____
Project for the purposes therein contained.

By: Sandra K Garrison
Notary Public
Sandra K. Garrison
Print Name
My commission expires: 1-10-2020

Seal

SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020

GENERAL REQUIREMENTS

Section 00750	General Conditions
Section 00970	Project Safety and Health Plan
Section 00980	Contractor Quality Control Plan
Section 00990	Special Conditions
Section 01010	Summary of Work
Section 01015	Contractor's Use of the Premises
Section 01027	Application for Payment
Section 01030	Alternates
Section 01040	Project Coordination
Section 01045	Cutting and Patching
Section 01050	Field Engineering
Section 01200	Project Meetings
Section 01301	Submittals
Section 01310	Progress Schedules
Section 01370	Schedule of Values
Section 01385	Daily Construction Reports
Section 01395	Request for Information – (RFI)
Section 01400	Quality Control
Section 01410	Testing Laboratory Services
Section 01421	Reference Standards and Definitions
Section 01500	Temporary Facilities
Section 01520	Construction Aids
Section 01550	Access Roads and Parking Areas
Section 01560	Temporary Controls
Section 01590	Field Offices and Sheds
Section 01595	Construction Cleaning
Section 01600	Material and Equipment
Section 01630	Post-Proposal Substitutions
Section 01640	Product Handling
Section 01700	Contract Closeout
Section 01710	Final Cleaning
Section 01720	Project Record Documents
Section 01730	Operation and Maintenance Data
Section 01740	Warranties

SECTION 00750 – GENERAL REQUIREMENTS

General Conditions of the Contract for Construction

Table of Articles

1. General Provisions
2. Owner
3. Contractor
4. Administration of the Contract
5. Subcontractors
6. Construction by Owner or By Other Contractors
7. Changes in the Work
8. Time
9. Payments and Completion
10. Protection of Persons and Property
11. Insurance and Bonds
12. Uncovering and Correction of Work
13. Miscellaneous Provisions
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 AMEC/Engineer.

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 Engineer and Contractor, (2) between Sustainability / Projects Director and Contractor, (3) between the AMEC/Engineer and Sustainability / Projects Director, (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 Sustainability / Projects Director and AMEC/Engineer.

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 Sustainability / Projects Director.

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 Engineer's Drawings, Specifications and Other Documents

1.3.1 The Drawing, Specifications and other documents prepared by the AMEC/Engineer are instruments of the Engineer'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 AMEC/Engineer. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to AMEC/Engineer on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Engineer, 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 Engineer 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 Engineer. 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 AMEC/Engineer 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 Not applicable

2.2.3 Not applicable

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 Sustainability / Projects Director and may contemporaneously provide the same communications to the Engineer.

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 Sustainability / Projects Director's and Engineer'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 AMEC/Engineer, 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 Sustainability / Projects Director, 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 AMEC/Engineer errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner, Sustainability / Projects Director or AMEC/Engineer 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 AMEC/Engineer. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to AMEC/Engineer, 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 AMEC/Engineer 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 AMEC/Engineer 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 Sustainability / Projects Director or AMEC/Engineer 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 AMEC/Engineer, the Contractor will remove and/or replace the employee at the request of

AMEC/Engineer. 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 AMEC/Engineer, 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, Sustainability / Projects Director and AMEC/Engineer 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 AMEC/Engineer, 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 County and/or the Engineer/AMEC have applied for the applicable environmental and County permits**. The Contractor shall secure and pay for licenses, inspections, testing, and surveys required by Federal, State, or Municipal 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.

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 Sustainability / Projects Director,

AMEC/Engineer 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 Sustainability / Projects Director, AMEC/Engineer and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.8 Not applicable

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 AMEC/Engineer and shall not be changed except with the consent of AMEC/Engineer, 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 AMEC/Engineer's information and Sustainability / Projects Director'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 7 days after Notice to Proceed, 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 Sustainability / Projects Director's approval.

3.10.2 The Contractor shall cooperate with AMEC/Engineer 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 AMEC/Engineer will schedule and conduct a project meeting at a minimum of one meeting per week 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 Sustainability / Projects Director and AMEC/Engineer and shall be delivered to AMEC/Engineer 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 AMEC/Engineer is subject to the limitations of Subparagraph 4.6.12.

3.12.5 The Contractor shall review, approve and submit to AMEC/Engineer, in accordance with the schedule and sequence approved by Sustainability / Projects Director, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. The Contractor shall cooperate with AMEC/Engineer 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 AMEC/Engineer. 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 AMEC/Engineer approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed Sustainability / Projects Director and AMEC/Engineer in writing of such deviation at the time of submittal and AMEC/Engineer has 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 AMEC/Engineer'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 Sustainability / Projects Director and AMEC/Engineer on previous submittals.

3.12.10 Informational submittals upon which AMEC/Engineer 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, AMEC/Engineer 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 AMEC/Engineer 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, AMEC/Engineer 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 AMEC/Engineer, 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 Sustainability / Projects Director shall also be required. The Contractor shall not unreasonably withhold from AMEC/Engineer 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 AMEC/Engineer.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, AMEC/Engineer 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, Sustainability / Projects Director and AMEC/Engineer 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, Sustainability / Projects Director and AMEC/Engineer 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 AMEC/Engineer and Sustainability / Projects Director.

3.18 Indemnification and Hold Harmless

3.18.1 Hold Harmless and Indemnification. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, the Contractor covenants and agrees that he shall indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) claims, actions or causes of action, (ii) 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) costs or expenses that may be asserted against, initiated with respect to, or sustained by the County and the COUNTY's elected and appointed officers and employees and the property owner upon which the work is performed from liabilities damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the indemnifying party in the performance of the construction contract. The monetary limitation of liability under this contract shall be not less than $1 million per occurrence pursuant to F. S. 725.06. 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 the completion of the project (including 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.

In the event the completion of the project (including 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.

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.

4.0 ADMINISTRATION OF THE CONTACT

4.1 Amec Foster Wheeler/Engineer

4.1.1 The Amec Foster Wheeler/Engineer is the person lawfully licensed to practice engineering or any entity lawfully practicing engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

4.2 Sustainability / Projects Director

4.2.1 Sustainability / Projects Director is the person identified as such in the Agreement and is referred to throughout the Contract Documents. The term "Sustainability / Projects Director" means Monroe County Sustainability Program Manager or Sustainability / Projects Director's authorized representative.

4.3 Duties, responsibilities and limitations of authority of Sustainability / Projects Director and Amec Foster Wheeler/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Sustainability / Projects Director, Engineer and Contractor. Consent shall not be unreasonably withheld.

4.4 In case of termination of employment of Engineer, the Owner shall appoint an Engineer whose status under the Contract Documents shall be that of the former Architect/Engineer.

4.5 Not Used

4.6 Administration of the Contract

4.6.1 Sustainability / Projects Director and AMEC/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. Sustainability / Projects

Director and AMEC/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 AMEC/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 AMEC/Engineer will provide for coordination of the activities of other Contractors and of the Owner's own forces, if any, with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other Contractors or subcontractors and AMEC/Engineer 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, AMEC/Engineer and the Owner until subsequently revised.

4.6.4 Not used.

4.6.5 AMEC/Engineer 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, AMEC or Sustainability / Projects Director 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 of AMEC/Engineer, AMEC 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 Sustainability / Projects Director and AMEC/Engineer 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 Sustainability / Projects Director nor AMEC/Engineer 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 Sustainability / Projects Director, and shall contemporaneously provide the same communications to the AMEC/Engineer. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Contractors shall be through Sustainability / Projects Director and shall be contemporaneously provided to the AMEC/Engineer.

4.6.8 AMEC/Engineer will review and certify all Applications for Payment by the Contractor, including final payment. AMEC/Engineer 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 Sustainability / Projects Director.

4.6.9 Based on AMEC/Engineer's observations and evaluations of Contractors' Applications for Payment, AMEC/Engineer will certify the amounts due the Contractors and will issue a Project Approval for Payment.

4.6.10 AMEC/Engineer 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 Sustainability / Projects Director. Subject to review, Sustainability / Projects Director will have the authority to reject Work which does not conform to the Contract Documents. Whenever AMEC/Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents, AMEC/Engineer 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 Sustainability / Projects Director will be subject to the provisions of Subparagraphs 4.6.18 through 4.6.20 inclusive, with respect to interpretations and decisions of AMEC/Engineer. However, neither AMEC/Engineer's nor Sustainability / Projects Director'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 AMEC/Engineer or Sustainability / Projects Director to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

4.6.11 AMEC/Engineer 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. AMEC/Engineer's 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 AMEC/Engineer 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. AMEC/Engineer's 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 Sustainability / Projects Director, 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. AMEC/Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. AMEC/Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by AMEC/Engineer, of any construction means, methods, techniques, sequences or procedures. AMEC/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.6.13 Sustainability / Projects Director will prepare Change Orders and Construction Change Directives, in consultation with AMEC/Engineer.

4.6.14 Following consultation with AMEC/Engineer, Sustainability / Projects Director will take appropriate action on Change Orders or Construction Change Directives.

4.6.16 The Contractor will assist AMEC/Engineer in conducting inspections to determine the dates of Substantial completion and final completion, and will receive and forward to AMEC/Engineer written warranties and related documents required by the Contract and assembled by the Contractor. AMEC/Engineer will review and approve a final Project Application for Payment upon compliance with the requirements of the Contract Documents.

4.6.17 AMEC/Engineer will provide one or more project representatives to assist in carrying out their 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 AMEC/Engineer will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Owner or Contractor. AMEC/Engineer'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 Engineer shall be furnished in compliance with this Paragraph 4.6, then delay shall not be recognized on account of failure by Engineer to furnish such interpretations until 15 days after written request is made for them.

4.6.19 Interpretations and decisions of Sustainability / Projects Director 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, Sustainability / Projects Director 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 Sustainability / Projects Director'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, and 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 Sustainability / Projects Director 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. Sustainability / Projects Director 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 Sustainability / Projects Director, (2) a written order for a minor change in the Work issued by AMEC/Engineer, (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 Sustainability / Projects Director for review by the Owner and Sustainability / Projects Director 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. Sustainability / Projects Director will promptly reply to the Contractor in writing stating whether or not the Owner or Sustainability / Projects Director, after due investigation, has reasonable objection to any such proposed person or entity. Failure of Sustainability / Projects Director 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 Sustainability / Projects Director has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Owner or Sustainability / Projects Director has made reasonable objection.

5.2.3 If the Owner or Sustainability / Projects Director 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 Sustainability / Projects Director 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 Sustainability / Projects Director. Each subcontract agreement shall preserve and protect the rights of the Owner or Sustainability / Projects Director 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 Sustainability / Projects Director. 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 Sustainability / Projects Director, 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 Sustainability / Projects Director 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, AMEC/Engineer 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 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 Sustainability / Projects Director 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 Sustainability / Projects Director 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 Sustainability / Projects Director for an increase in the Contract price, nor a claim against the Owner or Sustainability / Projects Director 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 Sustainability / Projects Director 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, Sustainability / Projects Director, AMEC/Engineer and Contractor; a Construction Change Directive requires agreement by the Owner and Sustainability / Projects Director and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by AMEC/Contractor 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 AMEC/Engineer and signed by the Owner, Sustainability / Projects Director 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 Sustainability / Projects Director 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 Sustainability / Projects Director. 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 Sustainability / Projects Director 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 Sustainability / Projects Director with all supporting documentation required by Sustainability / Projects Director 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 Sustainability / Projects Director. 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 Sustainability / Projects Director. 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 Sustainability / Projects Director, 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 Sustainability / Projects Director such as certified quotations or invoices shall be provided by the Contractor to Sustainability / Projects Director at no additional cost to the Owner.

7.2.6 If the Contractor claims that any instructions given to him by AMEC/Engineer, by drawings or otherwise, involve extra Work not covered by the Contract, he shall give Sustainability / Projects Director 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 Sustainability / Projects Director 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 AMEC/Engineer 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 AMEC/Engineer 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 Sustainability / Projects Director 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/Sustainability / Projects Director 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, Sustainability / Projects Director, or the AMEC/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, Sustainability / Projects Director, or by any other cause which Sustainability / Projects Director determines may justify the delay, then the Contract Time shall be extended by no cost Change Order for such reasonable time as Sustainability / Projects Director may determine, in accordance with subparagraph 6.2.7.

8.3.2 Any claim for extension of time shall be made in writing to Sustainability / Projects Director 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 AMEC/Engineer, 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 AMEC/Engineer may require. This schedule, unless objected to by Sustainability / Projects Director, 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 AMEC/Engineer 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 Sustainability / Projects Director 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 AMEC/Engineer 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 AMEC/Engineer's receipt of the Project Application for Payment, AMEC/Engineer will either recommend approval to the Sustainability / Projects Director for the Application for Payment, with a copy to the Contractor, for such amount as AMEC/Engineer recommends to the Sustainability / Projects Director is properly due, or notify the Contractor in writing of AMEC/Engineer'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 AMEC/Engineer 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 AMEC/Engineer'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 AMEC/Engineer. 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 AMEC/Engineer 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 AMEC/Engineer may decline to approve an Application for Payment if, in his opinion, the application is not adequately supported. If the Contractor and AMEC/Engineer cannot agree on a revised amount, AMEC/Engineer shall process the Application for the amount it deems appropriate. AMEC/Engineer 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 AMEC/Engineer, Sustainability / Projects Director, 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 Sustainability / Projects Director.

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 AMEC/Engineer 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 AMEC/Engineer. 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 AMEC/Engineer and Sustainability / Projects Director 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 AMEC/Engineer 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 Sustainability / Projects Director on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner nor Sustainability / Projects Director 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 Sustainability / Projects Director 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.

9.7 Substantial Completion

9.7.1 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.

9.7.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor and AMEC/Engineer 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, AMEC/Engineer 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 AMEC/Engineer. The Contractor shall then submit a request for another inspection by AMEC/Engineer, to determine Substantial Completion. When the Work or designated portion

thereof is substantially complete, AMEC/Engineer 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.

9.7.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by AMEC/Engineer and Sustainability / Projects Director, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9.8 Partial Occupancy or Use

9.8.1 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 AMEC/Engineer 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 Sustainability / Projects Director.

9.8.2 Immediately prior to such partial occupancy or use, the Owner, Sustainability / Projects Director, AMEC/Engineer 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.

9.9 Final Completion and Final Payment

9.9.1 Upon completion of the Work, the Contractor shall forward to AMEC/Engineer a written Notice that the Work is ready for final inspection and acceptance and shall also forward to AMEC/Engineer a final Contractor's Application for Payment. Upon receipt, AMEC/Engineer will promptly make such inspection. When AMEC/Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, AMEC/Engineer 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. AMEC/Engineer'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.

9.9.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to AMEC/Engineer and Sustainability / Projects Director (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).

9.9.3 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.

9.10 Payment of Subcontractors

9.10.1 Any requirement of this Article 9 that the Contractor furnish proof to the Owner or Sustainability / Projects Director 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 9.10 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 AMEC/Engineer 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, Sustainability / Projects Director and AMEC/Engineer 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 AMEC/Engineer and Sustainability / Projects Director in writing. The Owner, Contractor and Sustainability / Projects Director 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, AMEC/Engineer and Sustainability / Projects Director 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, AMEC/Engineer and Sustainability / Projects Director 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, AMEC/Engineer or Sustainability / Projects Director has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, AMEC/Engineer and Sustainability / Projects Director 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, Sustainability / Projects Director or AMEC/Engineer 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, AMEC/Engineer or Sustainability / Projects Director.

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 Sustainability / Projects Director 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: Not Required

11.3 Public Construction Bond

11.3.1 The Owner shall require the Contractor to furnish a Public Construction Bond in the form provided by the Owner as a guarantee for the faithful performance of the Contract (including guarantee and maintenance provisions) and the payment of all obligations arising thereunder. The Public Construction Bond shall be in an amount at least equal to the contract price. This contract is subject to the provisions of Section 255.05, Florida Statutes, which are incorporated herein.

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 AMEC/Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by AMEC/Engineer, 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 AMEC/Engineer has not specifically requested to observe prior to its being covered, AMEC/Engineer 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 AMEC/Engineer 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 AMEC/Engineer'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 AMEC/Engineer, 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 AMEC/Engineer'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 Sustainability / Projects Director (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 Sustainability / Projects Director.

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:

Douglas N. Higgins, Inc.
3390 Travis Pointe Road, Suite A
Ann Harbor, MI 48108

For Owner:

Sustainability / Projects Director
102050 Overseas Highway, Ste. 246
Key Largo, FL 33037

County Administrator
1100 Simonton St., Ste. 2-205
Key West, FL 33040

13.4 Rights and Remedies

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available there under 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, Sustainability / Projects Director, AMEC/Engineer 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 there under, 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 AMEC/Engineer timely notice of when and where tests and inspections are to be made so AMEC/Engineer 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 AMEC/Engineer, Sustainability / Projects Director, 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, AMEC/Engineer will, upon written authorization from the Sustainability / Projects Director or 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 AMEC/Engineer of when and where tests and inspections are to be made so AMEC/Engineer 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 AMEC/Engineer'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 AMEC/Engineer.

13.5.5 If AMEC/Engineer is to observe tests, inspections or approvals required by the Contract Documents, AMEC/Engineer 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 AMEC/Engineer,, and upon certification by Sustainability / Projects Director 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.

END SECTION 00750

SECTION 00970 - PROJECT SAFETY AND HEALTH PLAN

REGULATIONS AND POLICIES

A. Every Contractor and Subcontractor employed on the Project shall comply with all applicable local, State, and Federal safety and health regulations and with Monroe County safety and health policies as described herein.

The Contractor shall comply with OSHA (Occupational Safety and Health Administration) Parts 1910 and 1926, Construction Industry Standards and Interpretations, and with this supplement.

Requests for variances or waiver from this supplement are to be made to the Contracting Officer in writing supported by evidence that every reasonable effort has been made to comply with the contractual requirements. A written request for a waiver or a variance shall include–

(1) Specific reference to the provision or standard in question;

(2) An explanation as to why the waiver is considered justified; and

(3) The Contractor's proposed alternative, including technical drawings, materials, or equipment specifications needed to enable the Contracting Officer to render a decision.

No waiver or variance will be approved if it endangers any person. The Contractor shall not proceed under any requested revision of provision until the Contracting Officer has given written approval. The Contractor is to hold and save harmless Monroe county Florida free from any claims or causes of action whatsoever resulting from the Contractor or subcontractors proceeding under a waiver or approved variance.

Copies of OSHA Parts 1910 and 1926, Construction Industry Standards and Interpretations, may be obtained from:

U.S. Government Printing Office Bookstore
710 North Capitol Street N.W.
Washington, DC
http://www.gpo.gov/about/bookstore.htm

GENERAL CONTRACTOR REQUIREMENTS

SAFETY PROGRAM

Each Contractor and sub-contractor is to demonstrate that he or she has facilities for conducting a safety program commensurate with the work under contract. The Contractor is to submit in writing a proposed comprehensive site specific safety program for approval to the Contracting Officer for Monroe County before the start of construction operations.

The program is to specifically state what provisions the Contractor proposes to take for the health and safety of all employees, including subcontractors and rental equipment operators. The program shall be site specific and provide details relevant to the work to be done, the hazards associated with the work, and the actions that will be necessary to minimize the identified hazards.

The Safety Program will also be required to provide emergency contact person, emergency planning and a personnel evacuation plan for any hurricane evacuation event.

1.2 PRECONSTRUCTION SAFETY MEETING

Representatives for the Contractor are to meet with the Contracting Officer (CO) or the CO's representative before the start of construction to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.

1.3 JOINT SAFETY POLICY COMMITTEE

The Contractor or designated on-site representative is to participate in monthly meetings of a joint Safety Policy Committee with AMEC/Engineer and Contractor supervisory personnel. At these meetings the Contractor's project manager and the Contracting Officer will review the effectiveness of the Contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.

1.4 SAFETY PERSONNEL

Each Contractor is to designate a competent supervisory employee satisfactory to the Contracting Officer to administer the safety program.

The Mandatory Safety and Health Rules shall be posted in a conspicuous location along with the OSHA and Emergency Phone Number posters.

1.5 SAFETY MEETINGS

A minimum of one "on-the-job" or "toolbox" safety meeting is to be conducted each week by all field supervisors or foremen and attended by mechanics and all construction personnel at the jobsite.

The Contractor is to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.

Each Contractor and Subcontractor shall be expected to indoctrinate his employees as to the safety and health requirements of this project and to enforce adherence to safe work procedures.

Each Contractor and Subcontractor shall cooperate fully with all other contractors in their respective safety and health programs.

1.6 SAFETY INSPECTION

The Contractor shall perform frequent and regular safety inspections of the jobsite, materials, and equipment, and shall correct deficiencies.

Good housekeeping shall be observed at all times. Waste, debris, and garbage shall be removed daily or placed in appropriate waste containers. All materials, tools, and equipment shall be stored in a safe and orderly fashion. Each contractor shall donate 10% of their staff to a crew that will convene every Friday at 1:00 pm for a joint site clean-up effort not to exceed duration of three hours.

In summary, there will be a three-part clean-up plan.

1. The first part consists of the contractor cleaning up on a daily basis, his workstations, and his trade work.
2. The second part consists of the general clean-up, the concerted effort by all trade contractors working on the project. A minimum of one (1) crew is to be utilized by each contractor, or 10%, whichever is more.
3. The third part consists of the Owner cleaning up for a particular trade contractor should adequate notice not compel him to clean up his work. In this case, the appropriate contractors will be back charged.

Shortly after the award of the contract and prior to the beginning of work, an Activity Hazard Analysis (phase plan) shall be prepared by the contractor and submitted to Monroe County for approval. The analysis will address the hazards for each activity to be performed in that phase and will present the procedures and safeguards necessary to eliminate the hazards or reduce the risk to an acceptable level. A phase is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform work. The analysis will be discussed by the contractor and Monroe County on-site representatives at the Preparatory Inspection Meeting. Work will not proceed on that phase until the Activity Hazard Analysis (phase plan) has been accepted by Monroe County.

If Monroe County notifies any Contractor of any noncompliance with the provisions of this program, the Contractor shall make all reasonable efforts to immediately correct the unsafe conditions or acts. Satisfactory corrective action shall be taken within the specified time. If the Contractor or Subcontractor refuses to correct unsafe or unhealthy conditions or acts, Monroe County shall take one or more of the following steps:

a. Cease the operation or a portion thereof.
b. Stop payment for the work being performed.

c. Correct the situation using other forces and back charge the Contractor expenses incurred.
d. Increase withholding in proportional increments for that given pay period.

1.7 FIRST AID TRAINING

Every Contractor foreman's work crew must include an employee who has a current first aid certificate from the, American Red Cross, or other Monroe County-approved organization.

1.8 REPORTS

Each Contractor is to maintain an accurate record of all job-related deaths, diseases, or disabling injuries. The records shall be maintained in a manner approved by the Contracting Officer. A copy of all reports is to be provided to the Contracting Officer.

All fatal or serious injuries are to be reported immediately to the Contracting Officer, and every assistance is to be given in the investigation of the incident, including submission of a comprehensive narrative report to the Contracting Officer. Other occurrences with serious accident potential, such as equipment failures, slides, and cave-ins, must also be reported immediately.

The Contractor is to assist and cooperate fully with the Contracting Officer in conducting accident investigations. The Contracting Officer is to be furnished all information and data pertinent to investigation of an accident.

1.9 CERTIFICATION OF INSURANCE

Contractors are to provide the Contracting Officer or his or her authorized representative with certificates of insurance before the start of operations indicating full compliance with State Worker's Compensation statutes, as well as other certificates of insurance required under the contract.

2.0 FIRST AID AND MEDICAL FACILITIES

2.1 FIRST AID KITS

A 16-unit first aid kit approved by the American Red Cross is to be provided at accessible, well-identified, locations at the ratio of at least 1 kit for each 25 employees. The first aid kits are to be moisture proof and dust tight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.

2.2 EMERGENCY FIRST AID

At least one employee certified to administer emergency first aid must be available on each shift and duly designated by the Contractor to care for injured employees. The names of the certified employees shall be posted at the jobsite.

2.1 COMMUNICATION AND TRANSPORTATION

Prior to the start of work, the Contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees.

2.2 FIRST AID AND MEDICAL REPORTS

The Contractor is to maintain a record system for first aid and medical treatment on the jobsite. Such records are to be readily available to the Contracting Officer and are to include--

(a) A daily treatment log listing chronologically all persons treated for occupational injuries and illnesses;

(b) Cumulative record of injury for each individual;

(c) Monthly statistical records of occupational injuries, classified by type and nature of injury; and

(d) Required records for worker's compensation.

2.5 SIGNS AND DIRECTIONAL MARKINGS

Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.

2.3 EMERGENCY LISTING

A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

3.0 PHYSICAL QUALIFICATIONS OF EMPLOYEES:

3.1 GENERAL REQUIREMENTS

Persons employed throughout the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is impaired by fatigue, illness, or any other reason that may jeopardize themselves or others.

No personal radios or stereos will be allowed on the job-site.

3.2 HOIST OPERATORS

Operators of cranes, cableways, and other hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The Contractor is to submit a copy of each certification to the Contracting Officer.

3.3 HEAVY EQUIPMENT OPERATORS

It is recommended that operators of trucks and heavy construction equipment be given physical examinations to determine if they are physically qualified to perform their assigned work without endangering themselves or others.

3.4 MOTOR VEHICLE OPERATORS

Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated. The operators must have passed a physical examination administered by a licensed physician within the past year showing that they are physically qualified to operate vehicles safely.

4.0 PERSONAL PROTECTIVE EQUIPMENT:

4.1 HARDHAT AREAS

The entire jobsite, with the exception of offices, shall be considered a hardhat area. All persons entering the area are, without exception, required to wear hardhats. The Contractor shall provide hardhats for visitors entering hardhat areas.

4.1.1 LABELS

Hardhats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.

4.2 POSTING

Signs at least 3 by 4 feet worded as follows with red letters (minimum 6 inches high) and white background shall be erected at access points to designated hardhat areas:

CONSTRUCTION AREA - HARDHATS REQUIRED BEYOND THIS POINT

These signs are to be furnished and installed by the Contractor at entries to shops, construction yards, and job access points.

4.3 SAFETY GOGGLES (DRILLERS)

4.3.1 DRILLERS AND HELPERS.

Drillers and helpers operating pneumatic rock drills/concrete saws must wear protective safety goggles.

5.0 MACHINERY AND MECHANIZED EQUIPMENT:

5.1 SAFE CONDITION

Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery is to be used by equipment operators.

5.2 TAGGING AND LOCKING

The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure is to be established, prescribing specific responsibilities and safety procedures to be followed by the person or persons performing repair work. Mixer barrels are to be securely locked out before permitting employees to enter them for cleaning or repair.

5.3 HAUL ROADS FOR EQUIPMENT

5.3.1 ROAD MAINTENANCE

The Contractor shall maintain all roadways, including haul roads and access roads, in a safe condition so as to eliminate or control dust and ice hazards. Wherever dust is a hazard, adequate dust-laying equipment shall be available at the jobsite and utilized to control the dust.

5.3.2 SINGLE-LANE HAUL ROADS

Single-lane haul roads with two-way traffic shall have adequate turnouts. Where turnouts are not practical, a traffic control system shall be provided to prevent accidents.

5.3.3 TWO-WAY HAUL ROADS

On two-way haul roads, arrangements are to be such that vehicles travel on the right side wherever possible. Signs and traffic control devices are to be employed to indicate clearly any variations from a right-hand traffic pattern. The road shall be wide enough to permit safe passage of opposing traffic, considering the type of hauling equipment used.

5.3.4 DESIGN AND CONSTRUCTION OF HAUL ROADS

Haul road design criteria and drawings, if requested by the Contracting Officer, are to be submitted for approval prior to road construction. Sustained grades shall not exceed 12 percent and all curves shall have open-sight line with as great a radius as practical. All roads shall be posted with curve signs and maximum speed limits that will permit the equipment to be stopped within one-half the minimum sight distance.

5.3.5 OPERATORS.

Machinery and mechanized equipment shall be operated only by authorized qualified persons.

5.3.6 RIDING ON EQUIPMENT

Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.

5.3.7 GETTING ON OR OFF EQUIPMENT

Getting on or off equipment while the equipment is in motion is prohibited.

5.3.8 HOURS OF OPERATION.

Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours without an 8-hour rest interval away from the job.

5.4 POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOISTS)

5.4.1 PERFORMANCE TEST

Before initial onsite operation, at 12-month intervals, and after major repairs or modification, power cranes, derricks, cableways, and hoists must satisfactorily complete a performance test to demonstrate the equipment's ability to safely handle and maneuver the rated loads. The tests shall be conducted in the presence of a representative of the Contracting Officer. Test data shall be recorded and a copy furnished the Contracting Officer.

5.4.2 PERFORMANCE TEST—POWER CRANES (Crawler mounted, truck mounted and wheel mounted)

The performance test is to be carried out as per ANSI requirements. The test is to consist of raising, lowering, and braking the load and rotating the test load through 360° degrees at the specified boom angle or radius. Cranes equipped with jibs or boom-tip extensions are to be tested using both the main boom and the jib, with an appropriate test load in each case.

5.4.3 PERFORMANCE TEST—DERRICKS, GANTRY CRANES, TOWER CRANES, CABLEWAYS, AND HOISTS, INCLUDING OVERHEAD CRANES

This equipment is to be performance tested as per ANSI requirements.

5.4.4 BOOM ANGLE INDICATOR

Power cranes (includes draglines) with booms capable of moving in the vertical plane shall be provided with a boom angle indicator in good working order.

5.4.5 CRANE TEST CERTIFICATION.

The performance test required by 5.4.2 and 5.4.3 is fulfilled if the Contractor provides the Contracting Officer a copy of a certificate of inspection made within the past 12 months by a qualified person or by a government or private agency satisfactory to the Contracting Officer.

5.4.6 POSTING FOR HIGH VOLTAGE LINES

A notice of the 10-foot (or greater) clearance required by OSHA 1926.550, Subpart N, shall be posted in the operator's cab of cranes, shovels, boom-type concrete pumps, backhoes, and related equipment.

5.4.7 BOOM STOPS

Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to limit the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83° or less, until completely stopping the boom at not over 87° above horizontal.

5.4.8 SAFETY HOOKS

Hooks used in hoisting personnel or hoisting loads over construction personnel or in the immediate vicinity of construction personnel shall be forged steel equipped with safety keepers. When shackles are used under these conditions, they shall be of the locking type or have the pin secured to prohibit turning.

5.5.1 ROLLOVER PROTECTIVE STRUCTURES

OSHA 1926, Subpart W, Overhead Protection, Sections 1001 and 1002 are applicable regardless of the year in which the equipment was manufactured and regardless of the struck capacity of the equipment.

5.5.2 EQUIPMENT REQUIRING ROPS

The requirement for ROPS meeting 5.5.1 above applies to crawler and rubber-tired tractors such as dozers, push-and-pull tractors, winch tractors, tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including scrapers, motor graders and loaders; and rollers, compactors, water tankers (excluding trucks with cabs). These requirements shall also apply to agricultural and industrial tractors and similar equipment.

5.5.3 EQUIPMENT REQUIRING SEATBELTS

The requirements for seatbelts as specified in OSHA Subpart 0, Motor Vehicles, Mechanized Equipment, and Marine Operations, Section 1926.602 shall also apply to self-propelled compactors and rollers, and rubber-tired skid-steer equipment.

5.6 LIFT PLAN

A Crane Lift or concrete boom truck Plan is required for any crane lift on a Monroe County project.

Lifts exceeding 75% of the cranes stability / structural capacity chart, requiring movement of a crane carriage with the load, personnel platforms, sensitive loads (long lead time, cost), loads requiring two (or more) hooks, work over occupied facilities or work involving encroachment on public rights of way are considered critical. These lifts must be authorized in advance.

> Critical crane lift plans, if authorized, may have to be reviewed by a professional engineer (the contractor shall budget the PE review within project budget). Additionally, a critical lift JHA shall be submitted with the crane lift plan.

Crane Lift Plans must be submitted at least 48 hours (2 business days) prior to mobilization – 5 days for critical and helicopter lifts.

Crane Lift Plans must be based on "worst case" combination of load weight with chart deductions and lift radius for a specific crane configuration in a specific location.

The Crane Lift Plan may be valid for more than one day, as long as the configuration, location, maximum expected load, and maximum expected radius does *not* change. Use multiple lift plans for multiple locations.

The Crane Lift Plan must be *COMPLETE* along with attachments – see Section 5 for the required Attachments.

All rigging devices *MUST* bear the name of the manufacturer and be certified as to their capacity. Custom-fabricated devices (lifting beams, spreader bars, etc.) may be acceptable with proper PE stamp or proof testing as required by applicable standards. Capacities shall be marked and legible on all such devices.

Work that is not anticipated in the Crane Lift Plan, but may arise due to site conditions (moving equipment, loading materials onto floors, etc.) must be reviewed with Monroe County prior to hoisting. Changes affecting crane configuration and / or location may require the Crane Lift Plan to be amended.

The contractor is responsible to visit the site prior to the lift date to review documentary information pertaining to the site, which is maintained by Monroe County.

The contractor is responsible (determining adequacy, supplying and installing) for all supporting material (as defined within 29 CFR 1926.1402) necessary for the crane lift.

The contractor is responsible to obtain all information that is necessary to develop a power line safety plan.

The contractor is responsible to train all personnel involved in the Assembly / Disassembly and or Crane Lift.

The contractor must provide the following information along with the Crane Lift Plan:

- Competent / Qualified Person Designation Forms for A/D Director, Operator, Rigger, Signal Person
- Load Chart (complete with notes)
- Range Chart
- Dimension Illustration and Specifications for Crane
- Lightning and Wind Restrictions (from operators manual)
- Area (Quadrant) of Operation Diagram
- Operator's License, Operators Training Information, USDOT Medical Certification, OSHA 10/30 Hour Course Completion Cards, as may be required by the project.
- Jurisdictional Registration, if required
- JHA for Assembly / Disassembly of Crane, Severe Weather, Truck Load / Unload, Etc.
- JHA for Power Line Encroachment
- 3rd Party Inspection Certification and Report – see Crane Lift Plan for requirements (Note: The inspector shall be certified with the CCAA).
- Weights of Materials
- Rigging Plan
- Logistics Plan

The contractor shall comply with the Site Specific Safety Plan.

The contractor / Crane Company / Rigging Company is responsible for the accuracy of plan and inspections. This planning process has been established to help ensure proper coordination between Contractor, subcontractors and Monroe County.

No warranty or certification of the suitability of this plan is accepted by Monroe County. It is the responsibility of the Contractor/Subcontractor and the Crane Operator to ensure that they and their employees are qualified, competent, properly equipped and properly trained to perform the activities outlined in this plan.

6.0 LADDERS AND SCAFFOLDING:

6.1 LADDERS.

OSHA 1926, Subpart L - Section 450. Ladders shall be used as work platforms only when use of small hand tools or handling of light material is involved. No work requiring lifting of heavy materials or substantial exertion shall be done from ladders.

6.2 SCAFFOLDING. OSHA 1926, Subpart L - Section 451

Scaffolds, platforms or temporary floors shall be provided for all work except that which can be done safely from the ground or similar footing.

6.3 SAFETY BELTS, LIFELINE, AND LANYARDS. OSHA 1926, Subpart E, Section 104

Lifelines, safety belts and lanyards independently attached or attended, shall be used when performing such work as the following when the requirements of 6.1 or 6.2 above cannot be met.

(a) Work on stored material in hoppers, bins, silos, tanks, or other confined spaces.

(b) Work on hazardous slopes, structural steel, or poles; erection or dismantling of safety nets, tying reinforcing bars; and work from Boatswain's chairs, swinging scaffolds, or other unguarded locations at elevations greater than 6 feet.

(c) Work on skips and platforms used in shafts by crews when the skip or cage does not block the opening to within 1 foot of the sides of the shaft, unless cages are provided.

7.0 FIRE PROTECTION

A. Every Contractor and Subcontractor employed on the Project shall exercise good construction practices to prevent fire. It shall be the responsibility of the Contractor to insure that general fire protection facilities are adequate for his work and to provide additional fire protection facilities and devices, including fire extinguishers as required by their scope of work.

8.0 WORK NEAR ENERGIZED ELECTRICAL LINES OR OTHER UTILITIES

A. It shall be the Contractor's sole and exclusive responsibility:

(a) To provide personnel capable of working adjacent to energized electrical lines or other utilities

(b) To provide adequate, safe and properly maintained equipment

(c) To conduct all of his work in accordance with the safety rules and regulations prescribed by the National Electric Code, National Electric Safety Code, H30, and Safety Rules for Installation and Maintenance of Electrical Supply and Communication Lines Hand Book 81, Occupational Safety and Health Act of 1970, as well as other safety codes in effect at the site of construction and as specified elsewhere herein, or as are generally applicable to the type of work being performed

(d) To continuously supervise and inspect the work being performed to assure that the requirements of (a), (b), and (c) above are complied with, and nothing in these Contract Documents shall be held to mean that any such responsibility is the obligation of the Owner or AMEC/Engineer or Sustainability / Projects Director.

9.0 BARRICADES, WARNING DEVICES AND LIGHTING

A. The Contractor shall be solely responsible for providing temporary ladders, guard rails, warning signs, barricades, night guard lights, and deck or floor closures required in connection with his work to comply with Federal, State and local safety requirements. The Contractor shall be solely and exclusively responsible for the design, construction, inspection and maintenance of such facilities at all times.

B. It shall be the responsibility of the Contractor to provide additional temporary lighting, if needed to maintain safe conditions.

C. It shall be the sole and exclusive responsibility of the Contractor to provide a safe place to work for all laborers and mechanics and other persons employed on or in connection with the project, and nothing in these Contract Documents shall be construed to give any of such responsibility to the Owner, AMEC/Engineer, or Sustainability / Projects Director.

D. The Contractor shall provide a security fence around the area of the Work so as to prevent entry into the Work area by unauthorized personnel and the general public. The fence shall have fence post bases that eliminate the need to penetrate the ground for support.

10.0 HAZARDOUS MATERIALS

10.1 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, Sustainability / Projects Director, and AMEC/Engineer 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.

10.1.1 The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

10.1.2 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 AMEC/Engineer and Sustainability / Projects Director in writing. The Owner, Contractor and Sustainability / Projects Director shall then proceed in the same manner described in Subparagraph 10.1

10.1.3 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, AMEC/Engineer and Sustainability / Projects Director 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, AMEC/Engineer and Sustainability / Projects Director 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, AMEC/Engineer or Sustainability / Projects Director has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, AMEC/Engineer and Sustainability / Projects Director 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, Sustainability / Projects Director or AMEC/Engineer 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 Sustainability / Projects Director.

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.

11.0 EMERGENCIES

11.1 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

END SECTION 00970

SECTION 00980 - CONTRACTOR QUALITY CONTROL PLAN

1.1 AMEC/Engineer DUTIES AND RESPONSIBILITIES

A. AMEC/Engineer will monitor all work performed by the Contractor and assist the Contractor with his conformance of the work to the Contract Drawings and Specifications.

1.2 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

A. The Contractor is responsible for the quality of the work performed by his work force on this project as well as the quality of the material, equipment and supplies furnished by him to be incorporated into the work.

B. The Contractor will provide a Quality Control Plan for approval and designate a Quality Control Representative who will be on site at all times while the respective Contractor's work is in progress and will have the authority and responsibility to accept or reject items of work. The Contractor's Quality Control Representative may delegate his duties but the primary responsibility and authority will rest on him.

C. The Contractor's Quality Control Representative will coordinate the submittal of all shop drawings, product data and samples to AMEC/Engineer. Any submittal that is at variance to the contract requirements must be identified as such and transmitted to AMEC/Engineer for submittal and approval by the Owner. No work requiring submittal of a shop drawing, product data or sample shall commence until the submittal has been reviewed and approved by AMEC/Engineer.

D. The Contractor will bear the responsibility of scheduling all required testing and inspections by the designated material-testing laboratory, in a timely fashion, to prevent needless cancellations and delays of work activities. Any costs caused by untimely notification shall be borne by the Contractor.

E. The Contractor's Quality Control Representative will review his drawings, procurement documents and contracts to insure that the technical information provided and all work performed is in accordance with the latest revisions of the Contract Drawings and Specifications.

F. The Contractor's Quality Control Representative will perform an inspection upon receipt at the site of the work of all materials, equipment and supplies including those furnished to him by the Owner. Notes from this inspection will be filled out on the appropriate form and included with the Contractor Daily Quality Control Report. Items which are damaged or not in conformance with the respective submittals, quality standards, contract drawings and specifications shall be brought to the attention of Monroe County representative AMEC/Engineer on site and then will be identified and segregated from accepted items. Items thus

identified will not be incorporated into the work until corrective action acceptable to AMEC/Engineer is completed. Items determined unsalvageable will be removed from the job site. These items shall be noted as deficient in the applicable section of the Contractor Daily Quality Control Report.

1.3 INSPECTION AND TESTING

A. INSPECTION PLAN

Sustainability / Projects Director utilizes a multi-point inspection plan for each separate feature of work to be performed under this Contract, i.e., work described by each division of the technical provision section of the contract specifications. This plan consists of the following:

1. Preparatory Inspection—Prior to commencing the work, the Contractor's Quality Control Representative will meet with Sustainability / Projects Director's representative AMEC/Engineer and check the following items at a minimum for conformance:

   (a) Approval of shop drawings and submittals.
   (b) Approval of inspection and test reports of materials and equipment to be utilized.
   (c) Completion of previous operations of preliminary work.
   (d) Availability of materials and equipment required.
   (e) Potential utility outages.
   (f) Any other preparatory steps dependent upon the particular operation.
   (g) Quality standards.
   (h) Safety or environmental precautions to be observed. (Phase Hazard)

Note: AMEC/Engineer will record the minutes to this inspection meeting and distribute accordingly.

2. Initial Inspection—Upon completion of a representative sample of a given feature of the work, the Contractor's Quality Control Representative will meet with Sustainability / Projects Director's representative AMEC/Engineer and check the following items at a minimum for conformance:

   (a) Workmanship to established quality standards.
   (b) Conformance to contract drawings and specifications.
   (c) Construction methods, equipment and tools utilized.
   (d) Materials and articles utilized.
   (e) Adequacy of testing methods.
   (f) Adequacy of shop drawings.
   (g) Adequacy of safety or environmental precautions.

Note: AMEC/Engineer will record the minutes to this inspection meeting and distribute accordingly.

3. Follow-up Inspections—The Contractor's Quality Control Representative will inspect the work daily to assure the continuing conformance of the work to the workmanship standards established during the preparatory and initial inspections.

   Additionally, as a part of the follow-up inspection, sign-off sheets will be utilized as often as possible. The intent of these sheets is to achieve concurrence from other trade contractors and responsible parties that ensuing work can indeed commence over underlying work. This will prevent oversights and omissions which could elevate costs. Sign-off sheets shall be used for, but not be limited to, concrete, drywall, ceilings, painting, roofing substrates and flooring. These reports are to be generated by the Contractor and submitted to AMEC/Engineer Superintendent for approval prior to the start-up of work.

   Failure to generate a sign-off sheet or to attain proper signatures prior to covering up underlying work may affect payment for that piece of work if ensuing problems are detected or not. This disciplinary action shall be carried out via the Nonconformance Report. (See Section 1.4.B of this plan.)

Note: The Contractor shall be responsible to record these inspections and all other project related activities encountered throughout the day on the Contractor Daily Quality Control Report.

4. Completion Inspections—Upon completion of a given feature of the work, the Contractor's Quality Control Representative will meet with the Sustainability / Projects Director representative AMEC/Engineer, if he so desires to attend, to perform an inspection of the completed work. Nonconforming items will be identified and corrected prior to commencement of the next operation.

Note: The Contractor shall conduct and report corrections of this inspection which shall be a required submittal.

5. Follow-On Inspections—Upon execution of the contractor's completion inspection in elements of the work which result in concealment; such as, ceiling and drywall installations, the Contractor shall schedule and conduct multi-trade or singular inspections prior to covering installation.

Note: AMEC/Engineer will record the minutes to this inspection meeting.

6. Pre-Final Inspection—Upon substantial completion of the project work AMEC/Engineer shall coordinate and conduct a universal inspection of all areas and elements of the work. The Sustainability / Projects Director may be represented if she so desires. This inspection shall be completed

at least (15) days prior to the final substantial completion inspection which shall be conducted by AMEC/Engineer. All deficiencies and incomplete work should be completed prior to the final substantial completion inspection.

B. OPERATION AND CHECK OUT TESTING

The Contractor will provide personnel and equipment to perform the operational tests and check-out of the equipment, facilities or equipment constructed, fabricated or installed under this Contract. The Sustainability / Projects Director representative AMEC/Engineer will coordinate and witness all such tests. Notification should be given at least ten (10) days in advance of the scheduled tests.

C. FINAL INSPECTION

AMEC/Engineer will coordinate and attend all final inspections of the work. The Sustainability / Projects Director may be represented if she so desires. Prior to requesting a final inspection, all tests for the equipment and systems must be completed.

See Section 01700 for contract closeout.

1.4 REPORTING

Maintaining accurate and retrievable records is extremely important in the Quality Assurance Program. These records will act as a main source of information in the present and in the future for the entire Sustainability / Projects Director team. The main report that will be utilized to provide this information is the Daily Quality Control Report. Nonconformance Reports may also be issued.

A. DAILY QUALITY CONTROL REPORT

The Daily Quality Control Report shall be used to document the summary of daily inspection activities performed by the Contractor's designated Quality Control Representative. It shall include any of the steps of inspection that are performed that day, all test monitoring and any rework of nonconforming items. The daily Quality Control Report section of the Daily Superintendent's Report will be routinely used for daily reporting requirements. When the magnitude or complexity necessitates such, a more separate and comprehensive form will be used. Reference Contractor's Daily Report, and as needed Contractor Daily Quality Control Report, Section 01385.

B. NONCONFORMANCE REPORT

Nonconformance Reports will be issued for work that is found to be in nonconformance with the contract documents or the referenced quality standards. The report will be issued by Sustainability / Projects Director.

It is not the intent to routinely and repeatedly issue nonconformance reports, but to issue them only after normal enforcement standards have been exhausted, or if the work performed is a detriment to the project.

A copy of the Nonconformance Report will be forwarded to the Site Project Manager for his information and/or action. It should also be included in the Contractor's Daily Quality Report package for general review.

Nonconformance Reports will be signed off once the deficient item or items have adequately been corrected. This will be done by the issuing Superintendent and Project Manager. These sign-offs will be included with a corresponding corrective action taken. Significant nonconformance needs to be addressed to prevent recurrence. The signed-off report will also be submitted for review.

Work activities affected by a Nonconformance Report will proportionally counter-affect payments. Whether that be partial or full retainage will be left up to the discretion of Sustainability / Projects Director.

1.5 AUDITS

A. Sustainability / Projects Director may choose at its option to perform Contractor audits of their Contractor Quality Control Plan at any time. Reports of these audit results will be forwarded to the Project Manager for his action. Any action items noted during an audit for the Contractor will be followed up and documented to insure compliance and avoid recurrence.

1.6 SUMMARY

The intention of this plan is to create a system of checks and balances that will minimize delays caused by rework and a lack of planning and maximize production and insure that the finished product is one that the entire construction team can pride themselves in. These goals can be achieved by giving the Owner exactly what he has bought. The Owner will expect no more and through Quality Assurance, the construction team will provide no less.

END SECTION 00980

SECTION 00990 - SPECIAL CONDITIONS

1. Construction shall be conducted in such a manner as to cause the least possible interruption to normal County business. Necessary access to and from adjacent buildings and the parking area shall be provided at all times.

2. Contractor shall take all means necessary to contain dust and debris as an integral part of the work.

3. Weather intrusion and unauthorized access to the Project Site due to construction activities shall be prevented by the Contractor's careful scheduling of work, or other means satisfactory to the Owner.

4. Contractor shall coordinate construction activities as necessary to avoid security or safety concerns at the Project Site.

5. Information shown on the Drawings is assembled from numerous record information sources and may be inaccurate or incomplete. Contractor shall make such field visits or investigations as are necessary to prepare an accurate and complete bid. Claims for extra work or expense after bid closing which are due to reasonably foreseeable circumstances shall be denied and shall remain the sole risk and expense of the Contractor. Field measured dimensions shall be obtained by the Contractor prior to placing orders for fabrications or prefabricated materials. Adjustments, delays, re-fabrications, or replacement materials due to inaccurate information are the sole responsibility of the Contractor.

6. SITE SURVEY

   A. The Plat of Survey or other survey data, are available in the Office of the Sustainability / Projects Director for review, and are for the general information of the contractor. The data contained was prepared by AMEC/Engineer for the design of the project, and neither the Owner nor AMEC/Engineer, nor Sustainability / Projects Director make any representation, guarantee of warranty as to the accuracy or completeness of data indicated, expressed or implied.

   B. Proposers shall visit the site; make their own investigations, assumptions and conclusions as to the nature and extent of existing surface and overhead conditions affecting the work. Neither the Owner nor AMEC/Engineer, nor Sustainability / Projects Director will be responsible for additional type or extent of work required to be performed under the Contract due to any assumptions or conclusions by the successful proposer based upon the survey information provided.

END SECTION 00990

SECTION 01010 - SUMMARY OF THE WORK

1 Project Overview

The Scope of Work consists of installation of 60-inch circular concrete reinforced pipe culvert connecting two segments of Canal #277 located in Tropical Bay Estates, Big Pine Key. The culvert connection is designed to increase the natural tidal flow and increase the dissolved oxygen levels in the canal water.

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.

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 Sustainability / Projects Director prior to notice to proceed. Contractor's license shall accompany proposal.

2. Contractor is to review General Requirements for additional responsibilities required in order to perform this Work.

3.. 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 Sustainability / Projects Director in any event, in order to not compromise the Owner's right to make appropriate decisions.

4. 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 in areas of the project site without 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. Job site will have limited 8AM -6PM work hours. Contractor will need to schedule work shifts typically from 8AM- 6PM weekly. Any change to agreed upon schedule must be obtained in writing with a minimum of 72 hr advanced notice.

8. Coordination of each days works shall be done in advance with approval from County.

3 Protection

A. The Contractor shall use every available precaution to provide for the safety of property owner, visitors to the site, and all connected with the work under the Contract.

B. All existing facilities both above and below ground shall be protected and maintained free of damage. Existing facilities shall remain operating during the period of construction unless otherwise permitted. All access roadways must remain open to traffic unless otherwise permitted.

C. Barricades shall be erected to fence off all construction areas from operations personnel and the general public. Fence posts shall have bases that eliminate the need to penetrate the ground for support.

D. Safety Requirements

1. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.

2. Comply with federal, state and local and owner fire and safety requirements.

3. Advise owner whenever work is expected to be hazardous to owner employees and/or operations.

4. Maintain proper fire extinguisher within easy access whenever power tools, roofing kettles, and torches are being used.

4 Housekeeping

1. Keep materials neat and orderly.

2. Remove scrap, waste and debris from project area daily.

3. Maintenance of clean conditions while work is in progress and cleanup when work is completed shall be in strict accordance with the "General Conditions" of this contract.

4. Maintain Fire protection during construction

5. Housekeeping required on a daily basis

END SECTION 01010

SECTION 01015 - CONTRACTOR'S USE OF PREMISES

PART 1 – GENERAL

1.1 DESCRIPTION

A. Work included: This Section applies to situations in which the Contractor or his representatives including, but not necessarily limited to, suppliers, subcontractors, employees, and field engineers, enter upon Owner's property.

Related work: Documents affecting work of this Section include, but are not limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

A. Promptly upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.

Require all personnel who will enter upon the Owner's property certify their awareness of and familiarity with requirements of this Section.

1.3 SUBMITTALS

Maintain an accurate record of names and identification of all persons entering upon Owner's property in connection with Work of this Contract, including times of entering and times of leaving, and submit a copy of the record to Owner daily.

1.4 TRANSPORTATION FACILITIES

A. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach job site.

Contractor's vehicles:

1. Require Contractor's vehicles, vehicles belonging to employees of Contractor, and all other vehicles entering upon Owner's property in performance of Work of Contract, to use only the Access Route approved in advance by Owner.

Do not permit such vehicles to park on any street or other area of Owner's property except in the area approved by Owner as "Contractor's Parking Area."

1.5 SECURITY

A. Restrict access of all persons entering upon the Owner's property in connection with work to the Access Route and to actual site of the work.

END SECTION 01015

SECTION 01027 - APPLICATION FOR PAYMENT

1. SUMMARY

This section provides procedures for preparation and submittal of Applications for Payment.

2. FORMAT

The Application for Payment including the Continuation Sheet is the required format for submitting invoices. A copy of these forms is included in this section. The Owner reserves the right to modify the format to better suit his internal accounting system.

3. SUBMITTAL PROCEDURES

A. The initial Application for Payment will not be processed until the Contractor's **Construction Schedule, Schedule of Values, and the Initial Submittal Schedule** have been received, reviewed and **approved** by Sustainability / Projects Director.

B. Submit an updated Construction Schedule and Submittal Schedule and a Partial Release of Lien with each Application for Payment.

C. Payment shall be made according to the Local Government Prompt Payment Act, Sec. 218.70 et seq. Florida Statutes.

D. Monroe County makes every effort to meet the payment schedule. It is requested that the contractor not make any calls to any County office inquiring about payment until the twentieth (20th) day after submission of the pay request.

4. MONTHLY PAY REQUEST PROCEDURE

A. AMEC/Engineer to review as-builts as to current additions, corrections, etc., prior to monthly approval to ensure as-builts are current.

5. FINAL PAY PROCEDURE

A. To help expedite the final payment, it is necessary for AMEC/Engineer to have a correct and complete package of documents 20 days in advance of requested pay date.

B. A minimum of ten (10) working days is required from receipt of correct documents for Sustainability / Projects Director to obtain necessary signatures and submit project for Final Payment. Contractor shall submit all required forms and releases to AMEC/Engineer. The following documents (samples attached) 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

Also, all warranties and guarantees required by Contract, "As-Built" drawings, including red-lined site plan, submittal documents, certification that all utility bills (i.e., electric, local water) have been paid, and a complete list of subcontractors with addresses and phone numbers must be submitted prior to final payment in both bound paper and electronic PDF form on CD/DVD.

C. **It is the Contractor's responsibility to ensure the completeness of the Final Pay Package. Incompleteness will result in delay of Final Pay. Final Pay Requests will not be processed until all the required documents are received by Monroe County Sustainability / Projects Director. Final Pay Request must be submitted no later than 30 days after final project completion and acceptance.**

6. **SUBSTANTIATING DATA**

A. When the Owner's Representative requires substantiating information, submit data justifying dollar amounts in question.

B. Provide one copy of data with cover letter for each copy of submittal. Indicate Application number, date, line item by number and description.

APPLICATION FOR PAYMENT

SUMMARY

Application No: _____

To: Monroe County, Florida

From: _____
Contractor

Project: _____

Contract For: _____

Period: From: _____ To: _____

Contract Date: _____

Original Contract Sum: $_____

Net Change By Approved Change Order: _____

Contract Sum To Date: _____

Total Completed & Stored To Date: _____

Retainage _____% of Completed Work: _____

Total Earned Less Retainage: _____

Less Previous Payments: _____

Current Payment Due: _____

Balance to Finish: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

This Certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without any prejudice to any rights of the Owner or Contractor under this Contract.

Amount Certified: _____
(Attach an explanation if the amount certified differs from the amount applied for)

ENGINEER:

By: _____

Date: _____

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Applications for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: _____ Date: _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 200____.

Notary Public: _____

My Commission Expires: _____

_____
Reviewed for Payment

Date: _____

Approved for Payment

_____
Sustainability / Projects Director

Date: _____

Approved for Payment

_____
Monroe County, Owner
Roman Gastesi, County Administrator

Date: _____

CONTINUATION SHEET

PAGE OF

PAGES

APPLICATION AND CERTIFICATE FOR PAYMENT

Containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.
Change Orders added at the end of sheet.

APPLICATION NO.:
APPLICATION DATE:
PERIOD TO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)

MONROE COUNTY
CONTRACT CHANGE ORDER

PROJECT TITLE:

CHANGE ORDER NO:

INITIATION DATE:

TO CONTRACTOR:

CONTRACT DATE:

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price)..... $
Net change by previously authorized Change Orders..... $
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was..... $
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order..... $
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is..... $
The Contract Time will be (increased) (decreased) (unchanged) by.....
The date of Substantial Completion as of the date of this Change Order is.....

Detailed description of change order and justification:

_____
_____
_____
_____
_____
_____
_____

This change Order is % of the original contract price.

Not valid until signed by Owner, Engineer (if applicable), and Contractor

ENGINEER: _____ Date

CONTRACTOR: _____ Date

SUSTAINABILITY / PROJECTS DIRECTOR: _____ Date

COUNTY/DEPUTY ADMINISTRATOR _____ Date

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:

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT:
(Name and address)

CONTRACT FOR:
CONTRACT DATE:

TO OWNER:
(Name and address)

TO CONTRACTOR:
(Name and address)

DATE OF ISSUANCE:
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Project Managers best knowledge, information and belief, to be substantially complete. 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. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____

_____

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

_____

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

_____	_____	_____
INSPECTOR (if used)	BY	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within the above date of Substantial Completion.

_____	_____	_____
CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____(time), on _____ _____(date).

_____	_____	_____
OWNER	BY	DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be

as follows:_____

Note - Owners and Contractors legal and insurance counsel should determine and review insurance requirements and coverage.

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO OWNER:
(Name and address)

CONTRACT FOR:
CONTRACT DATE:

PROJECT:
(Name and address)

State of:
County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception).

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose. Indicate attachment: yes ( ) no ( )

The following supporting documents should be attached hereto:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit or Release of Liens.

CONTRACTOR:

Address:

By:

Subscribed and sworn to before me this day of_____ ,20___ .

Notary Public:

My Commission Expires:

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

TO OWNER:
(Name and address)

CONTRACT FOR:

CONTRACT DATED:

PROJECT:
(Name and address)

State of _____:

County of _____:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:
(Name and address)

By:

_____
(Signature of authorized representative)

_____
(Printed Name and Title)

Subscribed and sworn to before me this date:

_____

Notary Public:

_____

(SEAL)

My Commission Expires:

_____

MONROE COUNTY
FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that_____

_____

_____

for and consideration of the sum of_____

_____Dollars ($_____)

paid to_____

by Monroe County, Florida receipt of which is hereby acknowledged, do(es) hereby release and quit claim to Monroe County, Florida, the Owner, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever which_____

_____

has (have) or might have against the property, building, and/or improvements, on account of labor performed, material furnished, and/or for any incidental expense for the construction of:

_____

_____

thereon or in otherwise improving said properly situated as above described.

IN WITNESS WHEREOF THIS _____day of _____ , 20_____

_____ _____
Witness Name of Company

_____ _____
Witness Signature, Title

_____
Notary Public

My commission expires:_____

AFFIDAVIT AND PARTIAL RELEASE OF LIEN

APPLICATION NO.:_____ PERIOD ENDING DATE:_____ APPLICATION DATE:_____

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum $_____, to be paid to the undersigned, hereby releases, acquits, satisfies and forever discharges, **MONROE COUNTY, OWNER**, their successors and assigns from all suits, causes of action, liens, lien rights, claims or demands of any kind whatsoever, to the extent of the payment to date on account of the furnishing of labor, material or services for the improvement of the following described property:

As part of this PARTIAL RELEASE, THAT UNDERSIGNED HEREBY CERTIFIES the following: THAT the contract of the undersigned, as adjusted by all increases and decreases, is in the amount of $_____, as of the date of the Partial Release and the undersigned has received $_____as payment on the adjusted contract amount as of the date of this Partial Release.

THAT all supplies of labor, material or services furnished to, or for the benefit of the undersigned for improvement to the subject property have been paid in full. Any and all suppliers of labor, material or services for improvement to the subject property, who have not been paid in full are listed below with the amount owing each, claimed by each and the reason for non-payment: (If none, write "NONE")

CLAIMANT	AMOUNT DUE	AMOUNT CLAIMED	REASON FOR NONPAYMENT

THAT all taxes imposed by all government agencies have been paid and discharged.

THAT all funds have been collected for FICA and withholding taxes have been properly deposited with appropriate agencies or paid to the government as required by law.

THAT the undersigned has no other claims for money against the OWNER other than those Subcontractors'/Suppliers' amounts remaining due and owing on the adjusted contract balance as reflected above.

THAT the undersigned further certifies that if there is a Guarantee, Warranty or Maintenance Agreement in connection with the labor and material furnished by it, that this payment and PARTIAL RELEASE shall not release the undersigned from any obligations under such Guarantee, Warranty, or Maintenance Agreement.

WITNESS MY HAND THIS _____day of _____, 20_____

_____ Witness

_____ Witness

_____ Name of Company

_____ Signature, Title

SECTION 01030 - ALTERNATES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for Alternates.

B. Definition: An alternate is an amount proposed by Proposer and stated on the Proposal Form for certain construction activities defined in the Proposal Requirements that may be added to or deducted from Base Proposal amount if the Owner decides to accept a corresponding change in either the installation or methods described in Contract Documents.

C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

1. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

END SECTION 01030

SECTION 01040 - PROJECT COORDINATION

PART I – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and supervisory requirements of the Contractor necessary for Project coordination including, but not necessarily limited to:

1. Coordination
2. Administrative and supervisory personnel
3. General installation provisions
4. Cleaning and protection

B. Field engineering is included in Section 01050 "Field Engineering".

C. Progress meetings, coordination meetings and pre-installation conferences are included in Section 01200 "Project Meetings".

D. Requirements for the Contractor's Construction Schedule are included in Section 01301 "Submittals".

1.3 COORDINATION

A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.

1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules
2. Installation and removal of temporary facilities
3. Delivery and processing of submittals
4. Progress meetings
5. Project Close-out activities

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.

1. Show the interrelationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Comply with requirements contained in Section 01301 "Submittals".

B. Staff Names: Within five (5) calendar days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

1. Post copies of the list in the Project meeting room, the temporary field office, and at each temporary telephone.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

Provide attachment and connection devices and methods necessary for security Work. Secure Work true to line and level. Allow for expansion and building movement.

Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to Engineer for final decision.

Recheck measurements and dimensions, before starting each installation.

Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to Engineer for final decision.

3.1 CLEANING AND PROTECTIONS

A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

LIMITING EXPOSURES

1. Excessive static or dynamic loading
2. Excessive internal or external pressures
3. Excessively high or low temperatures
4. Thermal shock
5. Excessively high or low humidity
6. Air contamination or pollution
7. Water
8. Solvents
9. Chemicals
10. Light
11. Radiation
12. Puncture
13. Abrasion
14. Heavy traffic
15. Soiling, staining and corrosion
16. Bacteria
17. Rodent and insect infestation
18. Combustion
19. Electrical current
20. High speed operation
21. Improper lubrication
22. Unusual wear or other misuse
23. Contract between incompatible materials
24. Destructive testing
25. Misalignment
26. Excessive weathering
27. Unprotected storage
28. Improper shipping or handling
29. Theft
30. Vandalism

END SECTION 01040

SECTION 01045 - CUTTING AND PATCHING

PARTS 1, 2 and 3 – Not Applicable.

END SECTION 01045

SECTION 01050 - FIELD ENGINEERING

PART 1- GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Divisions 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. General: This Section specifies administrative and procedural requirements of the Contractor for field-engineering services including, but not limited to, the following:

1. Land survey work.
2. Civil-engineering services.
3. Damage surveys.
4. Geotechnical monitoring.

B. Related Sections: The following Sections contain requirements that are related to this Section:

1. Division 1 Section "Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 1 Section "Submittals" for submitting Project record surveys.
3. Division 1 Section "Project Closeout" for submitting final property survey with Project Record Documents and recording of Owner-accepted deviations from indicated lines and levels.

1.3 SUBMITTALS

A. Certificates: Submit a certificate signed by the land surveyor or professional engineer certifying the location and elevation of improvements.

B. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of "Submittals" and "Project Closeout" Sections.

1.4 QUALITY ASSURANCE

A. Surveyor Qualifications: Engage a land surveyor registered in the state where the Project is located, to perform required land-surveying services.

B. Engineer Qualifications: Engage an engineer of the discipline required, licensed in the state where the Project is located, to perform required engineering services.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Identification: The Owner will identify existing control points and property line corner stakes.

B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks, before proceeding to lay out the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.

1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grades or locations.
2. Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points.

C. Establish and maintain a minimum of 2 permanent benchmarks on the site, referenced to data established by survey control points.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

D. Existing Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction.

1. Prior to construction, verify the location and invert elevation at points of connection of sanitary, sewer, storm sewer, and water-service piping.

3.2 PERFORMANCE

A. Work from lines and levels established by the property survey. Establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.

1. Advise entities engaged in construction activities of marked lines and levels provided for their use.
2. As construction proceeds, check every major element for line, level, and plumb.

B. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference.

1. Record deviations from required lines and levels, and advise AMEC/Engineer when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
2. On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.

C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels, and control lines and levels required for mechanical electrical work.

E. Existing Utilities: Furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with local authorities having jurisdiction.

END SECTION 01050

SECTION 01200 - PROJECT MEETINGS

PART 1 - GENERAL

1. SUMMARY

   A. Section includes:

      1. Project meetings

2. AMEC/ENGINEER'S RESPONSIBILITY

   A. AMEC/Engineer shall schedule and administer pre-construction meeting, periodic progress meetings, and specially called meetings throughout progress of the Work.

      1. Prepare agenda for meetings.
      2. Provide notice of each meeting 24 hours in advance of meeting date, or provide as much advance notice as possible.
      3. Make physical arrangements for meetings.
      4. Preside at meetings.
      5. Record the minutes; include significant proceedings and decisions.
      6. Reproduce and distribute copies of minutes.
         a. To participants in the meeting.
         b. To parties affected by decisions made at the meeting.
         c. To Monroe County staff as needed.

   B. Representatives of the Contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

   C. The Engineer and the Owner's Representative may attend meetings to ascertain that the Work is expedited consistent with the Contract Documents and construction schedules.

3. PRE-CONSTRUCTION MEETING

   A. Location: A central site designated by AMEC/Engineer.

   B. Attendance:
      1. Monroe County Sustainability / Projects Director designee.
      2. AMEC/Engineer and his professional consultants (as required).
      3. The Contractor's Superintendent.
      4. Major subcontractors.
      5. Major suppliers.
      6. Others as appropriate.

   C. Suggested Agenda:
      1. Distribution and discussion of:

a. List of major subcontractors and suppliers.
b. Projected Construction Schedules.
2. Critical Work sequencing.
3. Major equipment deliveries and priorities.
4. Project Coordination.
   a. Designation of responsible personnel.
5. Procedures and processing of:
   a. Field decisions.
   b. Bid requests.
   c. Submittals.
   d. Change Orders.
   e. Applications for Payment.
6. Adequacy of distribution of the Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises:
   a. Office, work and storage areas.
   b. The Owner's requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.
11. Safety and first-aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Distribute meeting minutes within (3) days.

4. PERIODIC PROGRESS MEETINGS

A. The Contractor's Project Manager and/or Superintendent shall be required to attend a periodic scheduled meeting.

B. Location of the meetings: A central site designated by AMEC/Engineer, typically it will be at the project site.

C. Attendance:
1. Monroe County Sustainability / Projects Director designee
2. AMEC/Engineer and his professional consultants as needed.
3. Contractors as appropriate to the agenda.
4. Suppliers as appropriate to the agenda.
5. Others.

D. Suggested Agenda:
1. Distribute meeting minutes.
2. Approval of the minutes.
3. Review of Work progress since previous meeting.
4. Field observations, problems, conflicts, Requests for Information (RFI).
5. Problems which impede Construction Schedule.
6. Review of off-site fabrication, delivery schedules.
7. Corrective measures and procedures to regain projected schedule.
8. Revisions to Construction Schedule.
9. Progress, schedule, during succeeding Work period.

10. Coordination of schedules.
11. Review submittal schedules.
12. Maintenance of quality standards.
13. Pending changes, substitutions and Change Order Requests (COR).
14. Review proposed changes for:
    a. Effect on Construction Schedule and on completion date.
    b. Effect on other contracts of the Project.
15. Other business.

E. Revisions to minutes:

1. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
3. Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

END SECTION 01200

SECTION 01301 - SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. The Contractor shall submit to AMEC/Engineer, shop drawings, product data, certifications and samples required by the technical sections.
2. The Contractor shall prepare and submit a separate schedule listing dates for submission and dates for review.

B. Related Sections:

1. Section 00750 - GENERAL CONDITIONS
2. Individual submittals required: refer to each specific section, for certifications, shop drawings, product data and sample requirements.

1.2 SUBMITTAL SCHEDULE

A. The Contractor shall submit within five (5) days of Notice to Proceed, and prior to proceeding with the site work, a preliminary "Submittal Schedule" to Sustainability / Projects Director and AMEC/Engineer for review, modification and response. No payment applications will be processed prior to finalizing the submittal schedule. The "Submittal Schedule" shall contain the following information for all required submittals on both paper and electronic PDF.

1. Specification Section number and name.
2. Specification Section paragraph identification which describes submittal requirement.
3. Submittal information required, (i.e., sample, test data, shop drawing, etc.).

B. The Contractor shall also supply the following dates in order to meet the project schedule.

1. Date submittal is scheduled to be submitted.
2. Date contractor has scheduled to order material or equipment or the submittal item.
3. Date contractor has scheduled delivery to job-site of material or equipment or the submittal item.
4. Add any remarks or unique items that Sustainability / Projects Director and AMEC/Engineer should be aware of.

C. The Contractor shall allow a minimum of two (2) days for review of submittal by Sustainability / Projects Director and AMEC/Engineer (in calendar days).

D. The submittal master record will then be used to track submittals within the process.

1.3 SHOP DRAWINGS - Not applicable

1.4 PRODUCT DATA

A. Product data such as catalog cuts, brochures or manufacturer's sheets will be submitted and adequately identified to AMEC/Engineer. Submit four (4) copies of product data to AMEC/Engineer.

B. Modify product data sheets to delete information which is not applicable to the Project. Provide additional information if necessary to supplement standard information.

C. The contractor shall submit seven (7) sets to AMEC/Engineer. AMEC/Engineer will check and return five (5) copies to the Contractor after review.

1.5 SAMPLES

A. Provide samples to illustrate materials, equipment or workmanship, and to establish standards by which completed work may be judged.

B. Construct mock-ups as required by the technical sections, at the Project Site in a location designated by AMEC/Engineer. Construct mock-ups, including adjacent work required, to demonstrate the final appearance of the Work.

C. The contractor shall submit (3) samples to AMEC/Engineer and (1) will be returned to the contractor after review/return from AMEC/Engineer.

1.6 CERTIFICATIONS

A. Provide certifications as required by various technical sections on the Contractor's letterhead stationery. Certifications shall be identified to this Project, dated and bear Contractor's signature in the same format used for the Owner/Contractor agreement.

B. Clearly identify the materials referenced and state that the material and the intended installation methods, where applicable, are in compliance with the Contract Documents. Attach manufacturer's affidavits where applicable.

C. The Contractor shall submit one (1) original, one (1) electronic and two (2) hardcopies to AMEC/Engineer. AMEC/Engineer will retain two (2) sets and the balance returned to the Contractor after review.

1.7 THE CONTRACTOR'S RESPONSIBILITIES

A. Before making submittals to AMEC/Engineer, review each submittal, make changes or notations as necessary to conform to the Contract Documents, identify such review with review stamp and forward reviewed submittal with

comments to AMEC/Engineer for review. Return submittals not meeting Contract requirements to subcontractors and do not forward such submittals to AMEC/Engineer.

B. Submit catalog sheets, product data, shop drawings and where specified, submit calculations, material samples, color chips or charts, test data, warranties and guarantees all at the same time for each submittal item.

C. Verify field measurements and product catalog numbers or similar data.

D. Clearly identify on the submittal and transmittal to AMEC/Engineer in writing of deviations in submittals from the requirements of the Contract Documents.

E. After AMEC/Engineer's review, distribute copies with one copy to be maintained at the Project Site for reference use and other copies distributed to suppliers and fabricators.

F. Do not begin the Work which requires submittals until return of submittals with AMEC/Engineer's stamp and initials indicating review.

G. The Contractor's responsibility for errors and omissions in submittals is not relieved by AMEC/Engineer's review of submittals.

H. The Contractor's responsibility for deviations in submittals from requirements of the Contract Documents is not relieved by AMEC/Engineer review of submittals unless AMEC/Engineer gives written acceptance of specific deviations.

1.8 AMEC/ENGINEER'S RESPONSIBILITIES

A. AMEC/Engineer will review submittals with reasonable promptness, checking only for conformance with the design compliance of the Project and compliance with information given in the Contract Documents.

B. AMEC/Engineer will make changes or notations directly on the submittal, identify such review with his review stamp, obtain and record the Record File copy and return the submittal to the Contractor, with copies to AMEC/Engineer.

C. AMEC/Engineer will return to the Contractor, without review, all submittals not bearing the Contractor's review stamp or not showing it has been reviewed by the Contractor.

END SECTION 01301

SECTION 01310 - PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Contractor submission of Progress schedules
2. Contractor submission of Revisions to schedules

B. Related sections:

1. Scope of work.

C. Description:

1. Progress Schedules: promptly after award of the Contract and prior to proceeding with the site work, prepare and submit to Sustainability / Projects Director and AMEC/Engineer for approval, construction progress schedules for the work, with sub-schedules of related activities which are essential to its progress. Also incorporate manpower loading related to each activity on the construction schedule.
2. Revisions to Schedule: submit revised/updated progress schedules with each payment application.

1.2 FORMAT

A. Prepare Progress Schedules, Contractor to submit format of schedule for approval by Sustainability / Projects Director and AMEC/Engineer.

1.3 CONTENT

A. Indicate complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

B. Identify work of separate stages and other logically grouped activities.

C. Provide sub-schedules to define critical portions of the entire schedule.

1.4 REVISIONS TO SCHEDULES

A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.

B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

1. Major changes in scope.
2. Activities modified since previous submission.
3. Revised projections of progress and completion.
4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays and the impact on the schedule.
2. Corrective action recommended and its effect.
3. The effect of changes on schedules of other prime contractors.

1.5 SUBMITTALS

A. Submit initial schedules within five (5) days after receipt of the Contract Notice to Proceed.

1. Sustainability / Projects Director and AMEC/Engineer will review schedules and return approved copy.
2. Submit revised Progress Schedules with each Application for Payment.

1.6 DISTRIBUTION

A. Distribute copies of the reviewed schedules to:

1. Job site file.
2. Subcontractors.
3. Other concerned parties.

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

Note: It is not incumbent upon Sustainability / Projects Director or AMEC/Engineer to notify the Contractor when to begin, to cease, or to resume work nor to give early notice of faulty or defective work, or in any way to superintend so as to relieve the Contractor of responsibility or of any consequence of neglect or carelessness.

END SECTION 01310

SECTION 01370 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Contractor submission of a Schedule of Values.

1. The Schedule of Values allocated to the various portions of the Work shall be submitted to Sustainability / Projects Director within five (5) days after Notice to Proceed.
2. No item in the Schedule of Values shall exceed $25,000.00 without prior approval from Monroe County Sustainability / Projects Director.
3. Upon request of Sustainability / Projects Director, revise and/or support the values with data which will substantiate their correctness.
4. The Schedule of Values forms the basis for the Contractor's Applications for Payment.
5. The Schedule of Values shall be the basis for the amount of credit to be allowed by the Contractor to the Owner as per 5.6.1 of the Contract.

1.2 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on AIA G703 Form; the Contractor's standard forms and automated printout will be considered by Sustainability / Projects Director upon the Contractor's request. Identify schedule with:
1. Title of Project and location
2. Architect/Engineer
3. Name and Address of the Contractor
4. Contract designation
5. Date of submission

B. List the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction.

C. Follow the Specifications as the format for listing component items.
1. Identify each line item with the number and title of the respective major section of the Specifications.

D. Itemize separate line item cost for each of the following general cost items:
1. Mobilization.
2. Bonds, Insurance and Permits.
3. Clean-up.
4. Submittals.
5. Safety.

E. For each major line item list sub-values of major products or operations under the item.

F. For the various portions of the Work:

1. Include a directly proportional amount of the Contractor's overhead and profit for each item.
2. for items on which progress payments will be requested for stored materials, break down the value into:
   a. The cost of the materials, delivered and unloaded, with taxes paid.
   b. The total installed value.
   c. Attach vendor invoices.
   d. No progress payments will be made for any materials stored off site.
3. Submit a sub-schedule for each separate stage of work specified

G. The sum of values listed in the schedule shall equal the total Contract Sum.

1.3 REVIEW AND SUBMITTAL

A. After review by Sustainability / Projects Director, revise and resubmit schedule (and Schedule of Material Values) as required.

B. Resubmit revised schedule in same manner.

END SECTION 01370

SECTION 01385 - DAILY CONSTRUCTION REPORTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Requirement for Daily Construction Reports by the General Contractor.
2. Scheduled submission times for Daily Construction Reports.

1.2 FORM AND CONTENT OF DAILY CONSTRUCTION REPORTS

A. Daily Construction Reports shall be submitted by the General Contractor performing work on the project. We have provided a form for your use at the end of this section. If you chose to use your own form, all the information asked for on the Daily Construction Report form included in this section, must be included on your form. Items to be addressed on the Report are:

1. Title of Project
2. Name of Contractor
3. Date and day of Report information. For example, you performed work on Thursday, February 14, 2008, so you would therefore use "Thursday, 2/14/08." This holds true even if you did not complete filling out the Report until Friday, 2/15/08.
4. Contract designation.
5. Note any major Shipments received on that particular day.
6. Note major equipment used that day.
7. Note manpower used, and designate what trades. For example, if you were the mechanical contractor, you would also list how many insulators, pipe fitters, etc., that you were also managing, even if they were subcontractors. In addition, list the names of the subcontractors that were on-site that day.
8. Note any deficiencies in your work, and corrective actions taken to resolve the deficiencies.
9. Note any safety violations discovered, whether or not caused by your forces.
10. Provide a full description of work performed that day, by all subcontractors, and or employees, currently working on the project. Furthermore, be sure to include any problems or unusual conditions discovered.
11. Report is to be signed by the authorized representative of the contractor, and should the signature not be legible, print the name of the signer next to the signature.

1.3 SCHEDULE OF SUBMITTING DAILY REPORTS

A. Daily Reports are to be submitted to AMEC/Engineer at the regularly scheduled Project Meetings. Contractors are to submit the original of their report, and

should keep a copy for their records. AMEC/Engineer or Sustainability Manger photocopying facilities are not to be used in the reproduction for submission of the reports.

B. Should contractor fail to comply with these instructions, the contractor's payment application for the following month will be held in abeyance until such time the contractor properly submits the delinquent reports.

DAILY CONSTRUCTION REPORT

PROJECT: REPORT NO:

CONTRACTOR:

DATE TIME WEATHER TEMP.RANGE

EST. % OF COMPLETION CONFORMANCE WITH SCHEDULE (+,-)

WORK IN PROGRESS PRESENT AT SITE

OBSERVATIONS

ITEMS TO SATISFY

INFORMATION OR ACTION REQUIRED

ATTACHMENTS

REPORT BY:

SECTION 01395 - REQUEST FOR INFORMATION (RFI)

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Notification to AMEC/Engineer and Sustainability / Projects Director in the event errors, field conflicts, and omissions are found in the Contract Documents or clarifications are necessary.
2. Utilization of (RFI) form.

B. Related Sections:

1. General Conditions Article 2.3
2. General Conditions Article 8.3.2
3. General Conditions Article 12.3

1.2 FORM AND CONTENT OF REQUEST FOR INFORMATION

A. All errors, field conflicts, and omissions in the Contract Documents shall be brought to the attention of AMEC//Engineer and Sustainability / Projects Director immediately. If clarifications are necessary, the request is to be conveyed to AMEC/Engineer and Sustainability / Projects Director. AMEC/Engineer and Sustainability / Projects Director will respond to the Contractor. The RFI is a tool established to provide expedient clarifications of contract drawings, specifications or field conflicts. It is not meant to be a substitute for good communication.

B. The RFI is not meant for formal notification of extra work. Reference General Conditions paragraph 8.3.2 and 12.3 (see Supplementary General Conditions), when formal correspondence is required for formal notification of time extensions, and for cost change notifications.

C. The responses provided on the RFI form to the Contractor are considered by the Owner to be clarifications and/or minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract time per Paragraph 12.4 of the Contract General Conditions. Should the Contractor consider the RFI response requires extra work, notification in accordance with Paragraph 12.3.1 of the Supplementary General Conditions is required.

1.3 UTILIZATION OF RFI FORM

A. The RFI form to be utilized is included at the end of this section, if you wish to use a form of your own; it must contain the same information requested on our form.

REQUEST FOR INFORMATION (RFI)

DATE _____
RFI # _____
PROJECT _____

FROM _____

_____
CONTRACTOR
_____
ADDRESS
_____
PHONE FAX CELL

TO _____
ARCHITECT
_____
ADDRESS
_____
PHONE FAX CELL

DESCRIPTION _____

CONTRACTOR RECOMMENDATION _____

COST IMPACT _____

_____ _____
NAME DATE

RESPONSE _____

_____ _____
NAME DATE

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality control services.

B. Quality control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Architect.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified inspections, tests, and related actions do not limit Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
3. Requirements for Contractor to provide quality control services required by Owner, or authorities having jurisdiction are not limited by provisions of this Section.

E. Related Sections: The following Sections contain requirements that are related to this Section:

1. Division 1 Section "Cutting and patching" specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.
2. Division 1 Section "Submittals: specifies requirements for development of a schedule of required tests and inspections.

1.3 RESPONSIBILITIES

A. The contractor shall be responsible to secure, provide, and pay for all inspections, test, and other quality-control services specified and required by the contract or governing authorities. Costs for these services are included in the Contract Sum. Any reference in the Contract Documents, Drawings, Front End Documents or Technical Specifications indicating the Owner is responsible to secure and pay for testing shall be disregarded and rendered null and void.

1. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.

a. Where the Owner has engaged a testing agency for testing and inspecting part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless agreed to in writing by the Owner.

B. Re-testing: The Contractor is responsible for re-testing where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.

1. The cost of re-testing construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.

C. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:

1. Provide access to the Work.
2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
4. Provide facilities for storage and curing of test samples.
5. Deliver samples to testing laboratories.
6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
7. Provide security and protection of samples and test equipment at the Project Site.

D. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Architect and the Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.

1. The agency shall notify AMEC/Engineer, the Sustainability / Projects Director and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
3. The agency shall not perform any duties of the Contractor.

1.4 SUBMITTALS

A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to AMEC/Engineer and Sustainability / Projects Director. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.

1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:

a. Date of issue.
b. Project title and number.
c. Name, address, and telephone number of testing agency.
d. Dates and locations of samples and tests or inspections.
e. Names of individuals making the inspection or test.
f. Designation of the Work and test method.
g. Identification of product and Specification Section.
h. Complete inspection or test data.
i. Test results and an interpretation of test results.
j. Ambient conditions at the time of sample taking and testing.
k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
l. Name and signature of laboratory inspector.
m. Recommendation on re-testing.

1.5 QUALITY ASSURANCE

A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are pre-qualified as complying with the American Council of Independent Laboratories"

Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.

1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section "Cutting and Patching".

B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.

C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END SECTION 01400

SECTION 01410 - TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Selection and payment
2. The Contractor submittals
3. Testing laboratory responsibilities
4. Testing laboratory reports
5. Limits on testing laboratory authority
6. The Contractor responsibilities
7. Schedule of inspections and tests

B. Section Includes:

1. Section 00750 - GENERAL CONDITIONS
2. Section 01700 - CONTRACT CLOSEOUT
3. Section 01800 - SOIL BORING DATA
4. Individual Specification Sections: inspections and tests required, and standards for testing.

1.2 SELECTION AND PAYMENT

A. The Contractor shall be responsible to secure and pay for all testing services of a qualified independent testing laboratory to perform specified inspections and testing as indicated in Technical Specification Sections and as required by the contract or any governing authorities. Any reference in the Contract Documents, Drawings, Front End Documents or Technical Specification indicating the Owner is responsible to secure and pay for testing shall be disregarded and rendered null and void.

B. Employment of testing laboratory shall in no way relieve the Contractor of obligation to perform the Work in accordance with requirements of the Contract Documents.

1.3 QUALITY ASSURANCE

A. Testing laboratory: authorized to operate in the State of Florida.

B. Testing laboratory staff: maintain a full time registered Engineer on staff to review services.

C. Testing Equipment: calibrated at reasonable intervals with devices of accuracy traceable to either National Bureau of Standards (NBS) standards or accepted values of natural physical constants.

D. Meet "Recommended Requirements for Independent Laboratory Qualification," published by American Council of Independent Laboratories.

1.4 TESTING LABORATORY RESPONSIBILITIES

A. Test samples of mixes.

B. Provide qualified personnel at the Site. Cooperate with AMEC/Engineer and the Contractor in performance of services.

C. Perform specified inspection, sampling, and testing of products in accordance with specified standards.

D. Ascertain compliance of materials and mixes with requirements of the Contract Documents.

E. Promptly notify AMEC/Engineer and the Contractor of observed irregularities or non-conformance of the Work or products.

F. Perform additional inspections and tests required by the AMEC/Engineer.

1.5 TESTING LABORATORY REPORTS

A. After each inspection and test, promptly submit copies of testing laboratory report to AMEC/Engineer and Contractor.

B. Include:

1. Date issued
2. Project title and number
3. Name of inspector
4. Date and time of sampling or inspection
5. Identification of product and Specifications Section
6. Location in the Project
7. Type of inspection or test
8. Date of test
9. Results of test
10. Conformance with the Contract Documents

C. When requested by AMEC/Engineer, provide interpretation of test results.

1.6 LIMITS ON TESTING LABORATORY AUTHORITY

A. The testing laboratory may not release, revoke, alter, or enlarge on requirements of the Contract Documents.

B. The testing laboratory may not approve or accept any portion of the Work.

C. The testing laboratory may not assume any duties of the Contractor.

D. The testing laboratory has no authority to stop the Work.

1.7 THE CONTRACTOR RESPONSIBILITIES

A. Deliver to the testing laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.

B. Cooperate with testing laboratory personnel, and provide access to the Work and to the manufacturer's facilities.

C. Provide incidental labor and facilities to provide access to the Work to be tested, to obtain and handle samples at the Site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.

D. Notify AMEC/Engineer and the testing laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

E. Employ services of a separate qualified testing laboratory and pay for additional samples and tests which are beyond the specified requirements.

1.8 RETEST RESPONSIBILITY

A. Where the results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with the requirements of the Contract Documents, the cost for any re-tests shall be the responsibility of the Contractor.

END SECTION 01410

SECTION 01421 - REFERENCE STANDARDS AND DEFINITIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specifications Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the conditions of this Contract.

B. Indicated: The term "indicated" refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.

C. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by AMEC/Engineer", "requested by AMEC/Engineer", and similar phrases.

D. Approve: The term "approved", where used in conjunction with AMEC/Engineer's action on the Contractor's submittals, applications, and requests, is limited to AMEC/Engineer's duties and responsibilities as stated in the Conditions of the Contract.

E. Regulation: The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

F. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."

G. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."

H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

I. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

1. The term "experienced", when used with the term "Installer", means having a minimum of five previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.

2. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter". It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding general name.

3. Assignment of Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

   a. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

J. Project Site is the space available to the contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

K. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspection or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and MASTER FORMAT numbering system.

B. Specification Content: This specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

1. Abbreviated Language: Language used in Specifications and other Contract Documents is the abbreviated type. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated shall be interpolated as the sense required. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents so indicates.

2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to

be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

a. The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with the standard in effect as of the date of the Contract Documents.

C. Conflicting Requirements: Where compliance with two or more standards is specified, and the standards may establish different or conflicting requirements for minimum quantities or quality levels. Refer requirements that are different, but apparently equal, and uncertainties to Sustainability / Projects Director for a decision before proceeding.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to AMEC/Engineer for a decision before proceeding.

D. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publications source.

E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., available in most libraries.

F. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following abbreviations and acronyms, as referenced in the Contract Documents, mean the associated names. Names and addresses are subject to change and are believed, but are

not assured, to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers
AAN	American Association of Nurserymen (See ANLA)
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	America Concrete Pipe Association
AHA	American Hardboard Association
AI	Asphalt Institute
AIA	the American Institute of Architects
AISC	American Institute of Steel Construction
AITC	American Institute of Timber Construction
ALA	American Laminators Association
ALSC	American Lumber Standards Committee
AMCA	Air Movement and Control Association International, Inc.
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	APA-The Engineering Wood Association (Formerly: American Plywood Association)
APA	Architectural Precast Association
ARMA	Asphalt Roofing Manufacturers Association
ASA	Acoustical Society of America
ASC	Adhesive and Sealant Council
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers

ASPA	American Sod Producers Association (See TPI)
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWS	American Welding Society
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America
EIMA	EIFS Industry Members Association
EJMA	Expansion Joint Manufacturers Association
FM	Factory Mutual System
GA	Gypsum Association
GANA	Glass Association of North America (Formerly: Flat Glass Marketing Association)
HMA	Hardwood Manufacturers Association (Formerly: Southern Hardwood Lumber Manufacturers Association)
HPVA	Hardwood Plywood and Veneer Association
MFMA	Maple Flooring Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NECA	National Electrical Contractors Associations
NEI	National Elevator Industry
NELMA	Northeastern Lumber Manufacturers Association
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	National Oak Flooring Manufacturers Association

NWWDA	National Wood Window and Door Association (Formerly: National Woodwork Manufacturers Association)
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
RFCI	Resilient Floor Covering Institute
SDI	Steel Door Institute
SGCC	Safety Glazing Certification Council
SIGMA	Sealed Insulating Glass Manufacturing Association
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association, Inc.
SPIB	Southern Pine Inspection Bureau
SPRI	SPRI (Formerly: Single Ply Roofing Institute)
SWRI	Sealant, Waterproofing and Restoration Institute
TCA	Tile Council of America
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association

G. Federal Government Agencies: Names and titles of Federal Government standards-or specification-producing agencies are often abbreviated. The following abbreviations and acronyms referenced in the Contract Documents indicate names of standards-or specification-producing agencies of the Federal Government. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

OSHA — Occupational Safety and Health Administration
(U.S. Department of Labor)
200 Constitution Ave., NW
Washington, DC 20210

END SECTION 01421

SECTION 01500 - TEMPORARY FACILITIES

PART 1 – GENERAL

1.1 DESCRIPTION

A. Work included: Provide temporary facilities needed for the Work including, but not necessarily limited to:

1. Temporary utilities such as water, electricity, and telephone.
2. Field office for the Contractor's personnel.
3. Sanitary facilities.
4. Enclosures such as tarpaulins, barricades, and canopies.
5. Temporary fencing of the construction site as required for public and employee safety.
6. Project sign.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 PRODUCT HANDLING

A. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

PART 2 - PRODUCTS

2.1 FIELD OFFICES AND SHEDS

A. Contractor's facilities:

1. Not Applicable

B. Sanitary facilities:

1. Provide temporary sanitary facilities in the quantity required for use by all personnel.
2. Maintain in a sanitary condition at all times.

2.2 ENCLOSURES

A. Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.

B. Upon completion of the Work, remove job signs.

C. Except as otherwise specifically approved by the Owner, do not permit other signs or advertising on the job site.

2.3 TEMPORARY FENCING

A. Provide and maintain for the duration of construction a temporary fence or barricade of design and type needed to prevent entry onto the Work by the public.

2.4 PROJECT SIGNS:

A. Prior to start of construction, mount a project sign on a 4'x8' sheet of plywood. Securely fasten the sign to the building or posts set in the ground as approved by Sustainability / Projects Director. A design provided by, or approved by Sustainability / Projects Director will include, but not necessarily be limited to: the project name; the Owner's name; major tenant's names; the Contractor's name, address, and telephone number, and the Engineer's name, address, and telephone number.

PART 3 – EXECUTION

3.1 MAINTENANCE AND REMOVAL

A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.

B. Remove such temporary facilities, to include existing mobile home, and controls as rapidly as progress of the Work will permit, or as directed by the Owner.

END SECTION 01500

SECTION 01520 - CONSTRUCTION AIDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:
   1. Construction aids
   2. Temporary enclosures

1.2 REQUIREMENTS OF REGULATORY AGENCIES

B. Comply with Federal, State and local codes and regulations.

PART 2 - PRODUCTS

2.1 MATERIALS - GENERAL

A. Materials may be new or used, suitable for the intended use and shall not violate requirements of applicable codes and standards.

2.2 CONSTRUCTION AIDS

A. The Contractor shall be responsible for furnishing, installing, maintaining, and removing on completion of the Work all scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, chutes, and other such facilities and equipment required by his personnel to insure their safety and facilitate the execution of the Work.

   1. The Contractor shall comply with all Federal, State and local codes, laws and regulations governing such construction aids.
   2. The Contractor shall relocate such construction aids as required by the progress of construction, by storage or work requirements, and to accommodate the legitimate requirements of the Owner or AMEC/Engineer or other separate contractors employed at the site.
   3. The Contractor shall completely remove temporary scaffolds, access, platforms, and other such materials, facilities, and equipment, at the completion of the Work or when construction needs can be met by the use of the permanent construction, provided AMEC/Engineer has approved and authorized such use. The Contractor shall clean up and shall repair any damage caused by the installation or by the use of such temporary construction aids. The Contractor shall restore any permanent facilities used for temporary purposes to their specified condition.

The foregoing obligations of the Contractor are in addition to his obligations under Article 10 of the General Conditions.

2.3 TEMPORARY ENCLOSURES

A. The Contractor shall be responsible for installing the permanent closure in an opening in an exterior wall and shall be responsible for installing, maintaining, and removing, as the Work progresses, a temporary weather-tight enclosure for that opening as necessary to provide acceptable working conditions, to provide weather protection for interior materials, to allow for effective temporary heating and/or cooling, and to prevent entry of unauthorized persons.

1. The Contractor shall install such temporary enclosures as soon as is practical after the opening is constructed or as directed by AMEC/Engineer.
2. Temporary enclosures shall be removable as necessary for the Work and for handling of materials.
3. Temporary enclosures shall be completely removed when construction needs can be met by the use of the permanent closures.
4. The Contractor responsible for providing, maintaining, and removing the temporary enclosure shall clean and shall repair any damage caused by the installation of such enclosure.
5. The Contractor shall remain responsible for insuring that his work, material, equipment, supplies, tools, machinery, and construction equipment is adequately protected from damage or theft and shall provide, maintain and remove such additional temporary enclosures as may be deemed necessary.

The foregoing obligations of the Contractor are in addition to his obligations under Article 10 of the General Conditions.

END SECTION 01520

SECTION 01550 - ACCESS ROADS AND PARKING AREAS

A. The Contractor shall be responsible for installing and maintaining, until the completion of his Work any temporary access roads or parking facilities required by his Work, other than that which has been provided or required by the Owner. The Contractor shall remove temporary access roads and parking facilities and restore the areas to original or required grades.

B. Any Contractor excavating across an access road or parking area shall back-fill and compact his excavation and resurface the road or parking area to match the existing surface. The Contractor shall comply with all applicable Specifications when so doing.

END SECTION 01550

SECTION 01560 - TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SUMMARY OF WORK BY THE CONTRACTOR

A. Section Includes:

1. Water control
2. Dust control
3. Erosion and sediment control
4. Pollution control

B. Related sections:

1. SCOPES OF WORK

1.2 WATER CONTROL

A. Contractor shall grade site to drain.

B. Protect site from puddling or running water. Provide water barriers to protect site from soil erosion. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

1.3 DUST CONTROL

A. Execute the Work by methods to minimize raising dust from construction operations.

B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.4 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

B. Minimize amount of bare soil exposed at one time.

C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.

D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.

E. Inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.5 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

END SECTION 01560

SECTION 01590 - FIELD OFFICES AND SHEDS

A. The Contractor shall furnish, install, and maintain a temporary field office if required by Sustainability / Projects Director and AMEC/Engineer for his use, the use of his employees, and the use AMEC/Engineer during the construction period. The location of the Field Office shall be determined by Sustainability / Projects Director and AMEC/Engineer.

B. The Contractor shall furnish, install, and maintain temporary storage and work sheds to adequately protect his work, materials, equipment, supplies, tools, machinery, and construction equipment from damage and theft.

C. The Contractor shall arrange his field office and sheds so as not to interfere with the construction. The locations of field offices and sheds shall be coordinated with Sustainability / Projects Director and AMEC/Engineer. The type, size and location of field offices and sheds are subject to approval by Sustainability / Projects Director and AMEC/Engineer.

D. The Contractor shall arrange and pay for temporary electricity and telephone service for his field office and sheds, if he should require such services.

E. The Contractor shall relocate his field office and sheds as directed by Sustainability / Projects Director, at no additional cost to the Owner.

F. The Contractor shall remove his field office and sheds on completion of the Work or when directed by Sustainability / Projects Director and AMEC/Engineer. The Contractor shall remove all debris and rubbish and shall leave the area in a clean and orderly condition.

END SECTION 01590

SECTION 01595 - CONSTRUCTION CLEANING

PART 1 - GENERAL

1.1 SUMMARY OF WORK PERFORMED BY THE CONTRACTOR

A. Section includes:

1. Cleaning during progress of work.

1.2 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on Project Site.
2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

D. Sweeping compounds used in cleaning operations shall leave no residue on concrete floor surfaces that may affect installation of finish flooring materials.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

A. Execute cleaning to keep the Work, the Site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

B. Provide on-site containers for the collection of waste materials, debris, and rubbish.

C. Dispose of waste materials, debris and rubbish off site at a state permitted disposal site.

D. Trash containers shall be provided by Contractor and located in trash accumulation areas designated by AMEC/Engineer. Contractor each day shall collect and deposit in the containers, all rubbish, waste materials, debris, and other trash from his operations, including any trash generated by his employees during lunch periods or coffee breaks. Shipping dunnage is also to be removed by the contractor. Paper, boxes and bulk packaging shall be folded or cut into reasonable sizes and shapes as appropriate and confined to prevent loss of trash due to wind relocation. Full trash containers shall be disposed and replaced as necessary to maintain above requirements and/or as directed by AMEC/Engineer. Contractor shall use properly licensed solid waste hauling vendors, licensed to operate in Monroe County.

END SECTION 01595

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY OF WORK PERFORMED BY THE CONTRACTOR

A. Section includes:

1. Products
2. Transportation and handling
3. Storage and protection
4. Security

1.2 PRODUCTS

A. Products: means new material, machinery, components, equipment, fixtures, and systems forming the Work. Products do not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

C. Provide interchangeable components of the same manufacturer, for similar components.

1.3 TRANSPORTATION AND HANDLING

A. The Contractor shall be responsible for the transportation of all materials and equipment furnished under this contract. Unless otherwise noted, the Contractor shall also be responsible for loading, receiving and off-loading at the site all material and equipment installed under this Contract, whether furnished by the Contractor or the Owner. The Contractor shall be responsible for coordinating the installation within the buildings of equipment that is too large to pass through finished openings.

B. Transport and handle products in accordance with manufacturer's instructions.

C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

The Contractor shall be responsible for the proper storage of all materials, supplies, and equipment to be installed under this Contract. Materials stored on

site but not adequately protected will not be included in estimates for payment. Except for materials stored within designated and approved storage sheds, vans, or trailers, the Contractor shall not bring onto nor store in any manner at the site any materials and equipment which will not be incorporated into the permanent Work within seven (7) days from the delivery date. The Contractor shall be responsible for arranging and paying for the use of property off the site for storage of materials and equipment as may be required.

1.5 SECURITY

A. The Contractor shall be totally responsible for the security of his work, materials, equipment, supplies, tools, machinery, and construction equipment.

END SECTION 01600

SECTION 01630 - POST-CONTRACT SUBSTITUTIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Post-proposal substitutions

1.2 SUBSTITUTIONS

A. Base Proposal shall be in accordance with the Contract Documents.

B. After the end of the proposal period, substitution requests, from the successful Proposer, will be considered only in the case of:

1. Product unavailability.
2. Other conditions beyond the control of the Contractor.

C. Submit a separate request for each substitution. Support each request with the following information:

1. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
   a. Product identification, including manufacturer's name and address.
   b. Manufacturer's literature, identifying:
      1) Product description.
      2) Reference standards.
      3) Performance and test data.
   c. Samples, as applicable.
   d. Name and address of similar projects on which product has been used and date of each installation.
2. Itemized comparison of the proposed substitution with product specified, listing significant variations.
3. Data relating to changes in construction schedule.
4. Effects of substitution on separate contracts.
5. List of changes required in other work or products.
6. Accurate cost data comparing proposed substitution with product specified.
   a. Amount of net change to Contract Sum.
7. Designation of required license fees or royalties.
8. Designation of availability of maintenance services, sources of replacement materials.

D. Substitutions will not be considered for acceptance when:

1. A substitution is indicated or implied on shop drawings or product data submittals without a formal request from Proposer.
2. Acceptance will require substantial revision of Contract Documents.
3. In judgment of AMEC/Engineer the substitution request does not include adequate information necessary for a complete evaluation.
4. Requested directly by a subcontractor or supplier.

E. Do not order or install substitute products without written acceptance of AMEC/Engineer.

F. AMEC/Engineer will determine acceptability of proposed substitutions.

G. No verbal or written approvals other than by Change Order will be valid.

1.3 CONTRACTOR'S REPRESENTATION

A. In making formal request for substitution the Contractor represents that:
1. The proposed product has been investigated and it has been determined that it is equivalent to or superior in all respects to the product specified.
2. The same warranties or bonds will be provided for the substitute product as for the product specified.
3. Coordination and installation of the accepted substitution into the Work will be accomplished and changes as may be required for the Work to be complete will be accomplished.
4. Claims for additional costs caused by substitution which may subsequently become apparent will be waived by the Contractor.
5. Complete cost data is attached and includes related costs under the Contract, but not:
a. Costs under separate contracts.
b. Sustainability / Projects Director's costs for redesign or revision of Contract Documents.

1.4 POST-PROPOSAL SUBSTITUTION FORM

A. The form is attached to this section.

B. Substitutions will be considered only when the attached form is completed and included with the submittal with back-up data.

POST-PROPOSAL SUBSTITUTION FORM
TO: AMEC/Engineer

We hereby submit for your consideration the following product instead of the specified item for the above project:

DRAWING NO: _____ DRAWING NAME: _____

SPEC. SEC.	SPEC. NAME	PARAGRAPH	SPECIFIED ITEM
_____	_____	_____	_____

Proposed Substitution: _____

Attach complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit with request necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

The undersigned certifies that the function, appearance and quality are of equal performance and assumes liability for equal performance, equal design and compatibility with adjacent materials.

Submitted By:

_____ _____
Signature Title

_____
Firm

_____
Address

_____ _____
Telephone Date

Signature shall be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in retraction of approval.

For use by the Architect/Engineer:

_____ Recommended
_____ Recommended as noted
_____ Not Recommended
_____ Received too late
_____ Insufficient data received

By: _____

Date: _____

For use by the Owner.:

_____ Approved
_____ Not Approved
_____ Approved as noted

By: _____

Date: _____

Fill in Blanks Below:

A. Does the substitution affect dimensions shown on Drawings?

Yes _____ No _____ If yes, clearly indicate changes: _____

_____

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

Yes _____ No _____ If no, fully explain: _____

_____

C. What effect does substitution have on other Contracts or other trades?

_____

D. What effect does substitution have on construction schedule?

_____

E. Manufacturer's warranties of the proposed and specified items are:

_____ Same _____ Different. Explain: _____

_____

F. Reason for Request:

_____

G. Itemized comparison of specified item(s) with the proposed substitution; list significant variations:

_____

H. This substitution will amount to a credit or extra cost to the Owner of: _____
_____ dollars ($_____).

I. Designation of maintenance services and sources:

_____

(Attach additional sheets if required.)

END SECTION 01630

SECTION 01640 - PRODUCT HANDLING

PART I--GENERAL

1.1 DESCRIPTION: THE CONTRACTOR SHALL BE RESPONSIBLE FOR

A. Work included. Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division of these Technical Special Provisions.
2. Additional procedures also may be prescribed in other Sections of these Technical Special Provisions.

1.2 QUALITY ASSURANCE

A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.3 MANUFACTURERS' RECOMMENDATIONS

A. Except as otherwise approved by Sustainability / Projects Director, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.4 PACKAGING

A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
1. Maintain packaged materials with seals unbroken and labels intact until time of use.
2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.

B. AMEC/Engineer may reject as non-complying such material and products that do not bear identification satisfactory to AMEC/Engineer as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION

A. Protect finished surfaces through which equipment and materials are handled.

B. Provide protection for finished floor surfaces in traffic area prior to allowing equipment or materials to be moved over such surfaces.

C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

1.6 REPAIRS AND REPLACEMENTS

A. In event of damage, promptly make replacements and repairs to the approval of AMEC/Engineer and at no additional cost to the Owner.

B. Additional time required to secure replacements and to make repairs will not be considered by AMEC/Engineer and Sustainability / Projects Director to justify an extension in Contract Time of Completion.

END SECTION 01640

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 – GENERAL

1.1 PROJECT TERMINATION

A. The Contract requirements are met when construction activities have successfully produced, in this order, these three terminal activities:

1. Substantial Completion
2. Final Completion
3. Final Payment

1.2 NOTICE OF SUBSTANTIAL COMPLETION

A. Contractor shall submit to AMEC/Engineer when work is substantially complete:
   1. A written notice that the Work, or designated portion thereof, is substantially complete.
   2. Request Substantial Completion Observation at a mutually agreeable date.
   3. Certifications of systems and testing/balancing final reports.
   4. Submit evidence of compliance with requirements of governing authorities:
      a. Certificate of Occupancy (or Completion)
      b. Certificates of Inspection as applicable:
         1) Electrical systems if required by Code

B. Within a reasonable time after receipt of such notice, the Owner and the Contractor will make an observation to determine the status of completion.

C. Should the Owner determine that the work is not substantially complete, the following will occur:
   1. The Owner will promptly notify the Contractor in writing, giving the reasons.
   2. The Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Owner.
   3. The Owner will re-observe the Work.

D. When the Owner concurs that the Work is substantially complete, the following will occur:
   1. AMEC/Engineer will prepare a Certificate of Substantial Completion accompanied by the Punch List of items to be completed or corrected, as verified and amended by Sustainability

/ Projects Director. Contract responsibilities are not altered by inclusion or omission of required Work from the punch list.

2. The Owner will submit the certificate to the contractor for written acceptance of the responsibilities assigned to them in the certificate.

E. Contractor shall complete or correct items identified on the punch list and required by the Contract requirements within time limit established by the certificate.

1.3 FINAL COMPLETION

A. To attain final completion, the Contractor shall complete activities pertaining to substantial completion, complete Work on punch list items and submit written request to the Owner for final inspection within thirty (30) calendar days of date of substantial completion.

B. When the Work is complete, the Contractor shall submit written certification that:
1. The Contract Documents have been reviewed.
2. Work has been inspected for compliance with the Contract Documents.
3. Work has been completed in accordance with the Contract Documents.
4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
5. Work is completed and ready for final observation.

C. The Owner and the Contractor will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

D. Should the Owner consider that the Work is incomplete or defective:
1. The Owner will promptly notify the Contractor in writing, listing the incomplete or defective work.
2. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the Owner that the Work is complete.
3. The Owner will re-inspect the Work.

E. When the Work is acceptable under the Contract Documents as determined by the Owner, the Owner will request the Contractor to make close-out submittals. Warranties & Guarantees for everything will begin at Substantial Completion.

1.4 THE CONTRACTOR'S CLOSEOUT SUBMITTALS TO THE OWNER

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 or flash drive of the 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).

1.5 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Owner.

B. Statement shall reflect adjustments to the Contract Sum:
   1. The original Contract Sum
   2. Additions and deductions resulting from:
      a. Previous Change Orders
      b. Allowances
      c. Deductions for uncorrected Work
      d. Deductions for Liquidated Damages
      e. Deductions for Re-inspection Payments
      f. Other Adjustments

C. The Owner will prepare a final Change Order, reflecting adjustments to the Contract Sum which were not previously made by Change Orders.

1.6 FINAL APPLICATION FOR PAYMENT

A. The Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

END SECTION 01700

SECTION 01710 - FINAL CLEANING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:
   1. Contractor's cleaning at completion of Work

1.2 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
   1. Do not burn or bury rubbish and waste materials on the Project Site.
   2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer on the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 DUST CONTROL

A. Handle materials in a controlled manner with as little handling as possible.

3.2 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Polish glossy surfaces to a clear shine.

D. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

E. Prior to final completion, or the Owner occupancy, conduct an inspection of sight-exposed interior surfaces, exterior surfaces and work areas, to verify that the entire Work is clean.

F. Clean tunnels and closed off spaces of packing boxes, wood frame members and other waste materials used in the Construction.

G. Remove temporary labels and stickers from fixtures and equipment. Do not remove permanent name plates, equipment model numbers and ratings.

H. Remove from the Site all items installed or used for temporary purposes during construction.

I. Restore all adjoining areas to their original or specified condition.

END SECTION 01710

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Contractor shall:

1. Maintain at the job site one copy of:
   a. Record Contract Drawings
   b. Record Project Manual
   c. Coordination drawings
   d. Addenda
   e. Reviewed shop drawings
   f. Change Orders
   g. Other modifications to the Contract
   h. Field test records

1.2 GENERAL

A. Store documents in cabinets in temporary field office, apart from documents used for construction.

B. Maintain documents in clean, dry, legible condition.

C. Do not use Project Record Documents for construction purposes.

D. Make documents available for inspection by AMEC/Engineer.

E. Failure to maintain documents up-to-date will be cause for withholding payments.

F. Obtain from Sustainability / Projects Director (at no charge) two sets of the Contract Documents for Project Record Documents including:

   1. Specifications with all addenda.
   2. Two complete sets of black-line prints of all Drawings.

1.3 RECORDING

A. Label each document "Project Record".

B. Keep record documents current.

C. Do not permanently conceal any work until required information has been recorded.

D. Contract Drawings:

1. Required information may, as an option, be entered on a "working set" and then at completion of Project transfer the information to final submitted "Project Record" set.
2. Legibly mark to record actual construction:
   a. Depths of various elements of foundation in relation to survey data.
   b. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
   c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
   d. Field changes of dimension and detail.
   e. Changes made by Change Order or Construction Change Directive.
   f. Details not on original Contract Drawings.

E. Specifications and Addenda:

1. Legibly mark up each Section to record:
   a. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
   b. Changes made by Change Order or Construction Change Directive.
   c. Other items not originally specified.

F. Conversion of schematic layouts:
1. Arrangement of conduits, circuits, piping, ducts and similar items are in most cases shown schematically on the Drawings.
2. Legibly mark to record actual construction:
   a. Dimensions accurate to within 1" on the centerline of items shown schematically.
   b. Identify each item, for example, "cast iron drain" "galvanized water".
   c. Identify location of each item, for example, "under slab", "in ceiling plenum", "exposed".

3. AMEC/Engineer may waive requirements of schematic layout conversion, when in his opinion, it serves no beneficial purpose. Do not, however, rely on waivers being issued except when specifically issued by AMEC/Engineer in writing.

1.4 SUBMITTAL

A. At completion of Project, deliver Project Record Documents to AMEC/Engineer prior to request for final payment.

B. Accompany submittal with transmittal letter, in duplicate, containing:
   1. Date
   2. Project title and Project number
   3. The Contractor's name and address
   4. Title and number of each record document
   5. Certification that each document as submitted is complete and accurate.
   6. Signature of the Contractor, or his authorized representative.

END SECTION 01720

SECTION 01730 - OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL - Not Applicable

END SECTION 01730

SECTION 01740 - WARRANTIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for the Contractor for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
   1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

B. Related Sections: Not Applicable

C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor or the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

D. Separate Prime Contracts: Each prime contractor is responsible for warranties related to its own contract.

1.3 DEFINITIONS

A. Standard products warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding; reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. Submit written warranties to Sustainability Program Manager prior to the date certified for Substantial Completion. If the Sustainability Program Manager's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of Sustainability Program Manager.

B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor or supplies manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through Project Management, for approval prior to final execution..

C. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence.

D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½ x 11" (115-by-280-mm) paper.
1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation.

Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the installer.

2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project title or name, and name of the Contractor.
3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.
4. Provide one complete electronic copy on CD/DVD
5. Warranties will be submitted with the final project closure package

END SECTION 01740

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 Department: County Administrator

Bulk Item: Yes X No ___ Staff Contact /Phone #: Christine Limbert-Barrows Ext. 3475

AGENDA ITEM WORDING: Ratification of three (3) small contracts signed by the County Administrator.

ITEM BACKGROUND: The County Administrator pursuant to Monroe County Code and the Monroe County Purchasing Policy executed three contracts where the total cumulative value was less than $50,000.00. The contracts are between Monroe County and AT&T, Eric Udell and Xerox.

PREVIOUS RELEVANT BOCC ACTION:
The Board approved the revised the Monroe County Purchasing Policy on 9/16/15.
The Board approved Ordinance 024-2015 on October 21, 2015.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: Each contract is l/t $50,000 (see individual contract summary for each
INDIRECT COST: N/A **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: See contract summary **SOURCE OF FUNDS:** See contract summary

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

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

DOCUMENTATION: Included X Not Required ___

DISPOSITION: ___ **AGENDA ITEM #** ___

Revised 6/15

ATTACHMENT D.6

COUNTY ADMINISTRATOR

CONTRACT SUMMARY FORM FOR CONTRACTS LESS THAN $50,000.00

Contract with: AT&T

Contract # 20101222-0258UA
Effective Date: October 10, 2015
Expiration Date: October 10, 2018

Contract Purpose/Description:

This is an Amendment to the Pricing Schedule with AT&T to add the Public Defender site At 801 Eisenhower Drive, Key West to the new ASE service. The Pricing Schedule with AT&T for Switched Ethernet Service was approved by the BOCC on July 15, 2015 Bulk item C - 1

Contract is Original Agreement Contract Amendment/Extension Renewal

Contract Manager: Jorge Swaby (Name) | 8794 (Ext.) | Information Technology / 26 (Department / Stop #)

CONTRACT COSTS

Total Dollar Value of Contract: $ 14,400.00 (must be less than $50,000)

Current Year Portion: $ $4800.00 (If multiyear agreement then requires BOCC approval, unless the total cumulative amount is less than $50,000.00)

Budgeted? Yes X No ☐ Account Codes: 011- 69800 - 530410

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		Yes ☐ No ☐		10/8/2015
Risk Management	10-7-15	Yes ☐ No ☑		10-7-15
O.M.B./Purchasing	10/7/15	Yes ☐ No ☑	Christina Bucknell	10/7/15
County Attorney	10/6/15	Yes ☐ No ☒	Christine Hurt Barnard	10/6/15

Comments:

OMB Form Revised 2/27/01 MCP #2

ORIGINAL

OCT 2 1 2015

at&t

AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
PROVIDED PURSUANT TO CUSTOM TERMS

For AT&T internal use only	
ICB Rate Letter IMS# :	716888 v2

Please sign by March 13, 2016.

AT&T MA Reference No.: 20101222-0258UA
AT&T Pricing Schedule No. to be Amended: ASE253J0BM

Customer ("Customer")	AT&T ("AT&T")
Monroe County, by and through its Board of County Commissioners, a political subdivision of the State of Florida	The applicable AT&T Service-Providing Affiliate(s)

This is an Amendment to the above referenced Pricing Schedule, last signed on July 20, 2015, and is effective on the date on which the last party signs this Amendment. The parties agree to modify the terms and conditions of the Pricing Schedule as specified herein. This Amendment adds Service Components.

1. **SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S).** Section 1 of the Pricing Schedule is modified by deleting the information (if any) relating to AT&T Switched Ethernet Service provided by any of the Service Providers identified below and inserting the following:

Service	Service Publication (incorporated by reference)	Service Publication location
AT&T Switched Ethernet Service℠	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

The applicable AT&T Service-Providing Affiliate(s) from the list below			
AT&T Alabama	AT&T Indiana	AT&T Missouri	AT&T Tennessee
AT&T Arkansas	AT&T Kansas	AT&T Nevada	AT&T Texas
AT&T California	AT&T Kentucky	AT&T North Carolina	AT&T Wisconsin
AT&T Florida	AT&T Louisiana	AT&T Ohio	
AT&T Georgia	AT&T Michigan	AT&T Oklahoma	
AT&T Illinois	AT&T Mississippi	AT&T South Carolina	

Service	Service Publication (incorporated by reference)	Service Publication location
AT&T Switched Ethernet Service℠	See State Specific Business Publications • See 'Learn More' - State Service Publications, • Access Tariff	http://www.att.com/servicepublications
The applicable AT&T Service-Providing Affiliate(s) from the list below		
District of Columbia -Teleport Communications America, LLC (TCAL) Massachusetts -Teleport Communications America, LLC (TCAL) New Jersey - Teleport Communications America, LLC (TCAL) New York - TC Systems, Inc. Pennsylvania -Teleport Communications America, LLC (TCAL) Washington –Teleport Communications America, LLC (TCAL)		

2. **MINIMUM PAYMENT PERIOD.** The Minimum Payment Period for Service Components in this Amendment is 36 months

3. Service Components ordered under this Amendment: See Attachment(s) A.

at&t

AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
PROVIDED PURSUANT TO CUSTOM TERMS

Except as modified herein, all rates, terms and conditions of the Pricing Schedule remain in full force and effect.

This Amendment is valid only if executed by both parties prior to expiration of the existing Pricing Schedule Term.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Printed or Typed Name: Roman Gastesi, JR	Printed or Typed Name: Gabriela Patlowski
Title: County Administrator	Title: Lead Customer Contracts
Date: 11/4/2015	Date: 10/16/15

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 10/16/15

Amendment To Pricing Schedule For AT&T Switched Ethernet Service℠ (Intrastate)
Provided Pursuant to Custom Terms

ATTACHMENT A – Florida

RATES and CHARGES; SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION

Monroe County, by and through its Board of County Commissioners, a political subdivision of the State of Florida

A-1 Rates and Charges; Quantities

Service Components / USOC	Qty New	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 100 Mbps / Basic / OEM1M / GEM	1	$100.00	$100.00	$1925.00	$0.00	$0.00
50 Mb/ CIR / Business Critical Medium - Basic Only / OEM5O / GEM	1	$300.00	$300.00	$150.00	$0.00	$0.00
Enter Service Component description and USOC		$	$	$	$	$
Enter Service Component description and USOC		$	$	$	$	$
Enter Service Component description and USOC		$	$	$	$	$
Enter Service Component description and USOC		$	$	$	$	$
TOTAL billed MRR and NRC for Service Components and Quantities listed above (and any listed on any Additional page(s), if applicable):			$400.00			$0.00
*Any difference between the standard NRC and the billed NRC has been waived.						

For additional Service Components, attach additional Attachment A page(s) separately.

☐ Check box if additional Attachment A – Additional page(s) is/are attached.

A-2 Customer Sites for Service Components ordered under this Amendment

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City
1	801 Eisenhower Dr	Key West
2		
3		
4		
5		

For additional Customer Port Connections, attach additional Attachment A page(s) separately.

☐ Check box if additional Attachment A – Additional page(s) is/are attached.

ATTACHMENT D.6

COUNTY ADMINISTRATOR

CONTRACT SUMMARY FORM FOR CONTRACTS LESS THAN $50,000.00

Contract with: Eric Udell

Contract # EU2014-001

Effective Date: Upon execution

Expiration Date: December 6, 2016

Contract Purpose/Description:

Approval of Amendment 1 to extend contract # EU2014-001 with Eric Udell for one more year to provide IT consulting services up to 60 hours per month, not to exceed an annual cost of $48,000.00.

Contract is Original _____ Agreement Contract Amendment/Extension __X__ Renewal _____

Contract Manager: ~~Christine Hurley~~ ~~2517~~ Information Technology / 5-B

(Name) (Ext.) (Department/Stop #)

Alan MacEachern 5110

CONTRACT COSTS

Total Dollar Value of Contract: $ $48,000.00
(must be less than $50,000)

Current Year Portion: $ $4000.00
(If multiyear agreement then requires BOCC approval, unless the total cumulative amount is less than $50,000.00)

Budgeted? Yes X 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	10-16-15	Yes ☐ No ☑	M Schmidt	10-16-15
O.M.B./Purchasing	10/16/15	Yes ☐ No ☑	Christina Brickell	10/16/15
County Attorney	10/15/15	Yes ☐ No ☒	Christine Hurley Burnett	10/15/15

Comments: _____

OMB Form Revised 2/27/01 MCP #2

AMENDMENT 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment 1 to the Agreement for Professional Services is made and entered into this 20 day of October, 2015 between Monroe County ("County"), a political subdivision of the State of Florida, and Eric N. Udell ("Consultant") for expert server, storage, and IT consulting services.

WHEREAS, the County and Consultant entered into an agreement for professional services on November 18th, 2014 for a term of one (1) year with an effective date of December 6, 2014; and

WHEREAS, the County and Consultant desire to extend the agreement for professional services for an additional one (1) year period; and

WHEREAS, the annual amount of the contract $48,000.00 and thus within the County Administrator's signatory authority of $50,000.00;

NOW THEREFORE, COUNTY AND CONSULTANT in consideration of the mutual covenants contained herein, agree as follows:

1. SECTION IV. PERIOD OF SERVICE shall be amended to extend the period of service for one (1) additional year to December 6, 2016.

2. All other terms and conditions of the Agreement remain in effect and unchanged.

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

COUNTY ADMINISTRATOR

Roman Gastesi

Consultant

Eric Udell

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 10/27/15

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, with agreement # EU2014-001 and an effective date of 12/6/14, is made as of this 18th day of November, 2014, between Monroe County ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and Eric N. Udell ("CONSULTANT"), whose address is 263 Ships Way, Big Pine Key, Florida 33043, for expert server, storage and IT consulting services.

WHEREAS, CONSULTANT was the Server Administrator for Monroe County for 2 years until December 5th, 2014, and a Senior Systems Analyst for 6 1/2 years prior thereto, and has specific knowledge which the COUNTY may need in connection with Information Technology (IT) systems including applications, servers and storage systems (SANs) which are operated by the COUNTY, and other items of importance to Monroe County; and

WHEREAS, COUNTY desires to engage CONSULTANT to provide consulting services in matters where his experience and knowledge of County IT infrastructure will provide significant assistance to the Director of Information Technology and IT staff in carrying out their responsibilities to and representation of Monroe County; and

WHEREAS, CONSULTANT desires to render these Services as described in SECTION I, Scope of Services;

NOW, THEREFORE, COUNTY and CONSULTANT in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

CONSULTANT will provide IT consulting services as requested by the Director of Information Technology or his designee or the County Administrator or his designee, and necessary related research and investigation solely on behalf of COUNTY.

SECTION II. COMPENSATION

Compensation for CONSULTANT'S Services under this Agreement shall be at the rate of $60.00 per hour, not to exceed $48,000.00.

SECTION III. PAYMENT

Payments will be made periodically, but no more frequently than monthly, in arrears, upon presentation of an invoice in accordance with the Local Government Prompt Payment Act. Consultant will NOT be reimbursed for any travel or other expenses.

Documentation of work performed shall be submitted by consultant and authorized by the COUNTY in writing with backup documentation as required by the Clerk of Court. 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.

If the CONSULTANT's duties or obligations are materially changed by written amendment to this Agreement after execution of this Agreement, compensation due to the CONSULTANT may be equitably adjusted, either upward or downward.

SECTION IV. PERIOD OF SERVICE

This Agreement shall become effective on December 6, 2014, provided that all parties have executed the agreement, and shall continue in effect for one year. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party. This Agreement may be modified or extended only in writing and if approved by the Board of County Commissioners. Any extension hereof may be subject to such changes in terms as the parties agree.

SECTION V. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement CONSULTANT 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 CONSULTANT or any of his employees, subs, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

SECTION VI. EQUIPMENT AND TOOLS

CONSULTANT, as an independent contractor, will provide the equipment and tools necessary to perform the CONSULTANT's obligations under this agreement. The COUNTY will provide to the CONSULTANT the necessary secure remote access to its internal networks, user ids, passwords and logon credentials during the duration of this agreement.

SECTION VII. HOLD HARMLESS

COUNTY and CONSULTANT acknowledge that COUNTY does not waive immunity nor does COUNTY agree to hold the CONSULTANT harmless. Furthermore, CONSULTANT covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses which arise out of, in connection with, or by reason of services provided by CONSULTANT occasioned by the negligence, errors, or other wrongful act of omission of CONSULTANT, its employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of CONSULTANT to comply with the requirements of this section shall be cause for immediate termination of this agreement.

SECTION VIII. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONSULTANT 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.

SECTION IX. MAINTENANCE OF RECORDS

CONSULTANT 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 CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONSULTANT shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONSULTANT.

SECTION X. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Florida. Venue shall be in Monroe County.

SECTION XI. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

SECTION XII. PUBLIC ACCESS

The COUNTY and CONSULTANT 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 CONSULTANT in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONSULTANT.

Pursuant to F.S. 119.0701, Consultant 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 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 consultant 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 Monroe County in a format that is compatible with the information technology systems of Monroe County.

SECTION XIII. NONDISCRIMINATION

CONSULTANT 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. CONSULTANT or COUNTY 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) 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.

SECTION XIV. ASSIGNMENT/SUBCONTRACT

CONSULTANT shall not assign or subcontract its obligations under this agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and CONSULTANT, 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 sub 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

SECTION XV. COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS

In providing all services/goods pursuant to this agreement, CONSULTANT 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 Agreement. CONSULTANT shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement. The CONSULTANT shall be registered with the

Florida Secretary of State as a sole proprietor and submit a W-9 to the COUNTY.

SECTION XVI. NOTICE

Any notices sent by the parties shall be deemed to have been duly served if delivered in person to the individuals and addresses listed below, or if delivered or sent by first class mail, certified, return receipt, or by courier with proof of delivery. All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONSULTANT. The correspondence shall be directed to:

FOR COUNTY:

Mr. Robert Ward, IT Director
P.O. Box 1026
Key West, Florida 33041

FOR CONSULTANT:

Eric Udell
263 Ships Way
Big Pine Key, Fl. 33043

SECTION XVII. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

SECTION XVIII. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

SECTION XIX. 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 XX. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONSULTANT 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. COUNTY and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

SECTION XXI. COVENANT OF NO INTEREST

CONSULTANT 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 only interest of each is to perform and receive benefits as recited in this Agreement.

SECTION XXII. 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 XXIII. EXECUTION

This Agreement, including any exhibits included herein, constitutes the entire Agreement between CONSULTANT and COUNTY, and supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest: AMY HEAVILIN, Clerk

Deputy Clerk

11/18/2014

Date

Board of County Commissioners of

Monroe County, Florida

Mayor

Eric Udell

MONROE COUNTY ATTORNEY
PR D AS TO ORM:
RISTI LI
ASSISTANT C ATTORNEY
11/24/14

ATTACHMENT D.6

COUNTY ADMINISTRATOR
CONTRACT SUMMARY FORM FOR CONTRACTS LESS THAN $50,000.00

Contract with: Xerox Contract # 0401922010010030

Effective Date: December 1, 2015
Expiration Date: November 30, 2019

Contract Purpose/Description:
Lease agreement with Xerox for a 48 month lease term for a color copier.

Contract is Original Agreement Contract Amendment/Extension Renewal

Contract Manager: Lisa Abreu (Name) 4453 (Ext.) OMB #1 (Department/Stop #)

CONTRACT COSTS

Total Dollar Value of Contract: $ 13,040.04 + color copies approx. $4,000.00
(must be less than $50,000)

Current Year Portion: $ $3,185.76 + color copies approx. $1,000.00
(If multiyear agreement then requires BOCC approval, unless the total cumulative amount is less than $50,000.00)

Budgeted? Yes [X] No [ ] Account Codes: 001 - 06001 - 530440 - _____ - _____
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	12-14-15	Yes [ ] No [✓]	M Sleet	12-14-15
O.M.B./Purchasing	12/14/15	Yes [ ] No [✓]	Christina Brickell	12/14/15
County Attorney	12/11/15	Yes [ ] No [✓]	Christine Hurt-Barnes	12/14/15

Comments: _____

ATTACHMENT D.7

COUNTY ADMINISTRATOR
CONTRACT RENEWAL FORM FOR CONTRACTS LESS THAN $50,000.00

Contract with: Xerox Contract # 0401922010010030

Renewal Date:

Expiration Date:

Contract Renewal Notes:

FAILURE TO MEET ONE OR MORE OF THE CONDITIONS SET FORTH BELOW WILL REQUIRE APPROVAL BY THE BOCC

☐The BOCC approved agreement provided for a renewal subject to the terms and conditions set forth in in the initial contract.

☐The Contractor has performed in a satisfactory manner and the contract manager has verified satisfactory performance

☐ The Contractor has requested and agrees to renewal (renewal agreement should first be signed by Contractor)

☐ The renewal period is set forth in the BOCC approved agreement

☐ The cumulative value per fiscal year, including any Consumer Price Index (CPI) increase, of the renewal is less than $50,000.

The following Contract Manager has verified that the above conditions have been met.

Contract Manager: _____ _____ _____

(Name) (Ext.) (Department/Stop #)

Lease Agreement

xerox

Customer: MONROE, COUNTY OF

BillTo: MONROE COUNTY
OFC OF MGMT & BUDGET
2ND FL RM 2-213
1100 SIMONTON ST
KEY WEST, FL 33040-3110

Install: MONROE COUNTY
OFC OF MGMT & BUDGET
2ND FL RM 2-213
1100 SIMONTON ST
KEY WEST, FL 33040-3110

State or Local Government Negotiated Contract : 072533100

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7970P (WORKCENTRE 7970)	- Br Booklet Maker - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: $1.00	- Xerox WC5755P S/N XEK500622 Trade-In as of Payment 56	11/5/2015

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. W7970P	$273.73	1: BW	1 - 10,000	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			10,001+	$0.0049	
		2: Color	All Prints	$0.0490	
Total	$273.73	Minimum Payments (Excluding Applicable Taxes)			

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 12/14/15

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: Roman Gastesi Phone: (305)292-4453

Signature: Date: 01.04.2016

Thank You for your business!
This Agreement is proudly presented by Xerox and

Bert Budde
(305)296-6201

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

XEROX TOTAL SATISFACTION GUARANTEE

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0 4 0 1 9 2 2 0 1 0 0 1 0 0 3 0

xerox

Introductory Pricing

You are receiving special Introductory Pricing. Your Minimum Payment for Products identified in the Pricing Detail table below will be adjusted during the Introductory Pricing period as set forth in the Pricing Detail table, and will be different from the Minimum Payment during the balance of this Agreement. The Pricing Detail table illustrates how the Minimum Payment will be affected during the Introductory Pricing period.

Monthly Minimum Pricing Summary for the item to be installed at this location during the 3 Month Introductory Period

	Month 1	Month 2	Month 3	Full Amount
Product	$240.73	$240.73	$240.73	$273.73
Total	$240.73	$240.73	$240.73	$273.73

Introductory Pricing Detail for Each Applicable Item

Item	Contract Months	Product Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. W7970P	1 - 3	$240.73	1: BW	1 - 10,000	Included	- Full Service Maintenance Included for all prints
				10,001+	$0.0016	- Consumable Supplies charge only
			2: Color	All Prints	$0.0275	

Confidential - Copyright© 2008 XEROX CORPORATION. All rights reserved.

0 4 0 1 9 2 2 0 1 0 0 2 0 0 3 0

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Equipment) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement; and (6) all payments due and to become due under this Agreement are payable from sources other than ad valorem taxes. Your payment is due within 45 days of the invoice date.

3. FUNDING. This provision is applicable to governmental entities only. You intend to remit and reasonably believe that moneys in an amount sufficient to remit all payments due and to become due during the Term can and will lawfully be appropriated and made available to permit your continued utilization of the Products and the performance of its essential function during the Term. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the payments due and to become due under this Agreement in such fiscal period. You acknowledge that appropriation of moneys for payment required under this Agreement is a governmental function that you cannot contractually commit to in advance, and this Agreement does not constitute: (1) a multiple fiscal year direct or indirect debt or financial obligation; (2) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (3) an obligation creating a pledge of or a lien on your tax or general revenues. If your governing board does not approve an appropriation of funds at any time during the Term for payments due and to become due for a fiscal year during the Term, you will have the right terminate this Agreement on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of payments required hereunder for which funds have been appropriated and budgeted. If you elect to terminate this Agreement, you will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date). At least 30 days prior to the end of your fiscal year, your chief executive officer (or legal counsel) will certify in writing that (a) despite reasonable efforts to obtain sufficient appropriations, funds have not been appropriated for the ensuing fiscal period, and (b) you have exhausted all funds legally available for the payment of amounts due and to become due under this Agreement. To the extent permitted by applicable law, you will not use this non-appropriation provision as a substitute for convenience termination.

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Financial Information

6. TAX TREATMENT. Xerox has accepted this Agreement based on your representation that Xerox may claim any interest paid by you as exempt from federal income tax under Section 103(c) of the Internal Revenue Code ("Code"). You will comply with the information reporting requirements of Section 149(e) of the Code. Such compliance includes the execution of 8038-G or 8038-GC Information Returns. You appoint Xerox as your agent to maintain, and Xerox will maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) the Code or the regulations thereunder, then, subject to the availability of funds and upon demand by Xerox, you will pay Xerox an amount equal to its loss in this regard. You shall provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

Item	Finance Activity	Int. Rate	Total Int. Payable
1. W7970P	- New Xerox Agreement (Govt. Form 8038)	11.75%	$2,169.84

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BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 Department: County Administrator

Bulk Item: Yes X No ___ Staff Contact /Phone #: Christina Brickell x4466

AGENDA ITEM WORDING: Ratification of agreement with Socrata for Open Data Platform software.

ITEM BACKGROUND: The Socrata Open Data Platform software enables Monroe County to make government information available to the public. This software program allows the County to provide the public an opportunity to view online data, which includes the county's operating and capital budget. The Board was given overview of the software and a demonstration of Open Government Monroe at its April 15th, 2015 regular meeting.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $43,164 **INDIRECT COST:** N/A **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $43,164 **SOURCE OF FUNDS:** ___

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year** $14,388

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: Socrata Contract #____

Effective Date: 2/27/15

Expiration Date: 2/26/18

Contract Purpose/Description:

Provides Open Data Software program that enable Monroe County to provide online data to the public, including the County's operating and capital budget.

Contract Manager: Christina Brickell (Name) X4466 (Ext.) OMB/Stop #1 (Department/Stop #)

for BOCC meeting on 1/20/15

Agenda Deadline: 1/5/15

CONTRACT COSTS

Total Dollar Value of Contract: $ $43,164 Current Year Portion: $ $14,388

Budgeted? Yes ☐ No ☐ Account Codes: 001-00101-530340-_____-_____

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	1.5.16	Yes ☐ No ☑	[signature]	1.5.16
O.M.B./Purchasing	1/5/16	Yes ☐ No ☐	[signature]	1/5/16
County Attorney	1/5/16	Yes ☐ No ☑	[signature]	1/5/16

Comments: _____

_____

_____

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Quoted By:	Steve Ellsworth
Quote #:	MonroeCountyFL0015E
Quote Date:	2/02/2015
[redacted]	[redacted]

Customer Contact
Bob Ward
Director of Information Technology
Monroe County
1200 Truman Ave. Ste. 211
Key West, FL 33040
P: (305) 295-5101
ward-bob@monroecounty-fl.gov

Billing Contact
Accounts Payable
Monroe County
1100 Simonton Street
Key West, FL 33040

SKU	Description	Term	Extended Price
SOC-OD-S	**Socrata Open Data Platform** Usage Limits: • 20 Datasets • 2 Premium APIs (Foundry) • ArcGIS 10.x Connector • Unlimited Views and Visualizations • Unlimited Users • Unlimited Open Data APIs • Native support for geospatial data • Sitewide Usage Analytics	2/27/2015 – 2/26/2018	$44,964
SOC-PS-ODP-S	**Open Data Launch Package – Starter**	One-Time	$4,125
SOC-APP-OB	**Socrata Open Budget**	2/27/2015 – 2/26/2018	$35,964
SOC-APP-OE	**Socrata Open Expenditures**	2/27/2015 – 2/26/2018	$35,964
SOC-SUP-ODP-B	**Socrata Open Data – Standard Support** Includes: • Email, Phone, and Web Support (8am – 5pm PT, Mon – Fri) • Self-Service Support & Knowledgebase • 4 hour response SLA	2/27/2015 – 2/26/2018	Included

2/5/15

2/3/15

All primary values quoted in USD

Pricing is valid until: [redacted] at 5:00pm PST

Sub-Total:	$121,017
Discounts:	($77,853)
[redacted]	[redacted]
Annual Payment:	$14,388

Standard Conditions

1. By signing this Order Form, you are offering to purchase the products and services listed above. Your offer to purchase becomes a binding commitment upon acceptance by Socrata, and is not subject to the issuance of any further purchase orders, confirmations or other events. Socrata Products and Services descriptions can be viewed in Appendix 1
2. Socrata Standard Terms and Conditions apply, and may be viewed in Appendix 2.
3. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
4. Special conditions override standard conditions in the event of an inconsistency.

Special Conditions

- The term of this Agreement is for an initial period of 2/27/2015 – 2/26/2018.
- Each annual payment by Monroe County is contingent upon annual appropriation by its Board of County Commissioners.
- This order form represents reserved pricing for the Monroe County in support of being an early adopter for Socrata Open Data Platform, Open Budget, and Open Expenditures.
- Socrata would like to promote via a press release and social media outlets the launch of the Monroe County Open Data Platform, Open Budget, and Open Expenditures services once they've gone live to the public. Final text is subject to Monroe County's approval.

---------- Signature page follows ----------

Socrata
The Data Experience Company™

Signatures

By signing below, the undersigned declares that he or she is authorized to execute this Agreement on behalf of Customer and acknowledge Customer's acceptance of all terms and conditions of this Agreement:

Socrata:

Socrata, Inc.

By: _____
(Signature)

_____
(Name typed or printed)

_____
(Title)

_____
(Date)

Customer:

Monroe County

By: _____
(Signature)

Roman Gastesi
(Name typed or printed)

County Administrator
(Title)

2/3/15
(Date)

Remittance

To complete this addendum, please complete any open fields above relating to Customer, sign and date the form, and either 1) scan and email the completed form to steve.ellsworth@socrata.com or 2) fax the completed form to (206) 452-2010.

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Glossary of Terms

Dataset

A dataset is a single physical collection of information, typically modeled as a table of rows and columns of data. Each Socrata Dataset contains queryable data and metadata that is controlled by the dataset publisher. A dataset may have zero or more views – filtered views, maps, charts, calendars or forms. These visualizations are unlimited, whether created by the Customer or their end-users and do not count as datasets.

The following type of datasets count towards the plan's dataset limit:

- Datasets created from an external database using the Socrata API
- Datasets created by uploading a data file (e.g. csv, xls...etc.)
- Datasets that are links to other web resources – referred to as "External Datasets"
- Datasets created by uploading non-data files (ZIP, PDF, ...etc.)
- Datasets created by uploading geospatial files including KML/KMZ, shapefiles. Each of these geospatial files may contain up to 5 layers.

The list above applies to any published dataset, whether shared publicly or privately.

The following types of datasets do not count towards the plan's dataset limit:

- File attachments that are added to any published dataset
- Datasets created as a result of the Socrata ArcGIS Connector
- Federated datasets from an external domain
- Datasets that are still in Working Copy mode and have not yet been published
- Datasets created as mashups from other existing datasets.

Socrata and the Customer may agree to break up a very large dataset into multiple smaller datasets to improve performance, without counting these towards the plan's limit.

Open Data API

Application Programming Interface (API) allows authorized computer programs to read and write data from the Socrata system over the Internet. A Socrata Open Data API is automatically created for every published dataset or view.

Premium API

Enterprise-class APIs, created in Socrata API Foundry, to provide scalable, reliable and secure data APIs to mission-critical cloud and mobile applications. Premium APIs can be customized, managed, throttled, and analyzed by Administrators. They also provide full API-specific documentation, client code for developers, an live API console, and an automatically generated API catalog.

Usage Limitations

Storage:	Unlimited
Bandwidth	5 TB
API Calls per Month	100M
Geocoding Requests per month	500,000

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Appendix 1: Socrata Products and Services Descriptions

Subscription Services

Socrata Open Data Platform

The Socrata Open Data Platform enables government leaders to deliver on their transparency and digital government initiatives with unprecedented speed and costs savings. The Portal offers a complete software-as-a-service platform that unlocks the organization's data from its legacy silos and puts it into people's hands. It simplifies the entire data lifecycle, from capture and collection to distribution and consumption. Key Open Data Portal functionality includes:

- **Socrata DataSpace:** An elastic cloud-based data storage, indexing and retrieval service that simplifies data management and automatically optimizes access for a wide variety of data sources.
- **Socrata Data Publishing Services:** Easy-to-use tools for publishing and updating data from spreadsheets, file systems and transactional databases, including real-time automated publishing.
- **Socrata Data Discovery and Visualization:** Consumer friendly interfaces that make it easy to discover data, explore it online, visualize it with charts and maps, and share it with others.
- **Socrata Open Data API (SODA):** An open, standards-based API that automatically provides RESTful access and an expressive query language for every dataset.
- **Socrata Open Data Federation Services:** A game-changing technology that enables two or more organizations to exchange and aggregate their data, with one click.
- **Socrata Data Player:** A web widget that allows government agencies to embed live data, maps and charts on their agency websites.
- **Socrata Sitewide Analytics:** Real-time analytics on usage, distribution and traffic patterns for each dataset in the Open Data Portal.
- **Socrata Mondara:** Extends the open data experience to geospatial data that was previously only accessible to GIS experts. Mondara makes it easy for the other 99% of users to create rich online maps instantly, and use this valuable data to power location-based services.
- **Socrata API Foundry:** a powerful wizard-based application that simplifies the creation, deployment and management of enterprise-class APIs for mission-critical cloud and mobile applications. It dynamically creates an API catalog featuring documentation, client code libraries, and an interactive test console for each API to help developers discover, explore, and start using your APIs right away. It also includes enterprise-class capabilities for IT administrators to control fine-grained API access and security, management of application tokens, throttling, and API analytics to monitor trends and usage patterns in real-time.

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Socrata API Foundry

Socrata API Foundry offers data-rich organizations a powerful new way to modernize their data integration infrastructure, participate in the data economy, and support developer ecosystems around their data. API Foundry extends any enterprise system or data source with Application Programming Interfaces (APIs) that can be created and deployed in minutes to internal IT programmers, partner organizations, or external developer communities.

Socrata API Foundry includes powerful features that simplify the creation, deployment, and management of developer-ready APIs, including:

- A wizard-based application that allows a business analyst to create, customize, and deploy an API in minutes, from virtually any data source.
- Dynamic creation of an API catalog featuring documentation, client code libraries and an interactive test console for each API, to help developers discover, explore and start using your APIs right away.
- Enterprise-class capabilities for IT administrators to control fine-grained API access and security, manage application tokens, and allocate API resources in real-time.
- Internet-scale SLAs to support API deployments for mission-critical web and mobile applications and other enterprise integration interfaces.
- API analytics to monitor trends and application usage patterns in real-time.

(API Foundry can be sold and deployed as a standalone product or seamlessly integrated into any Socrata product, including the Open Data Portal.)

Socrata Open Data Apps

As a complementary solution to the Socrata Open Data Platform, Socrata also delivers Socrata Open Data Apps. These apps are ready-to-deploy consumer apps that are purpose built for specific high-value datasets.

- **Open Budget:** A ready-to-deploy app that lets citizens explore their government's budget, along every step of the process, and at every level of the allocation hierarchy. Users, with and without budget data expertise, are able to understand how the budget impacts their interests and their neighborhood, via an intuitive and location-aware UX. For use with Socrata Open Data Portal and as part of the Socrata Financial Transparency Suite of apps that used together, provide an end-to-end view of the flow of public money. Includes up to 15 hours of professional services.

- **Open Expenditures:** A ready-to-deploy app that provides easy, intuitive ways for any user to explore and visualize their government's expenditures, by department, by type, and by vendor, for any given date range. The intuitive consumer-style user interface allows users to visualize trends, compare expenditures across departments, find total spend by vendor, and drill-down to the checkbook-level data.

Professional Services and Support

Open Data Launch Packages

The Socrata Client Services Methodology (CSM) will allow us to quickly and efficiently deploy your Open Data solution. As part of the CSM process the Socrata team will guide you from project kickoff and charter through to Go-live and launch. This service includes a Program Manager to lead the deployment, a Socrata Designer to work with you to design your Open Data Portal, and a Socrata Data Analyst will help you identify, transform, load, and visualize your data. The Socrata data analyst will help you curate your datasets for quality and will pay special attention to visual presentation and end consumer result. Weekly meetings will be run by the Socrata team throughout your deployment and up until your launch date, to assure success and deliver the anticipated results.

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Specific deliverables of your open data launch include:

Open Data Launch Package - Starter, Includes:

- Project charter
- (1) Kickoff call and up to (6) weekly meetings through launch date
- DNS and SSL setup
- Site skinning, styling, and CSS
- Custom header and footer
- Integration of "suggest a dataset" functionality
- Administrative training
- Training on the upload of your first dataset via Socrata University
- Real-time integrated help connecter for support.socrata.com
- Enrollment in Socrata University 101, 201 and API 101 classes
- Initial data upload of up to 5 datasets
- Data curation of up to 10 datasets
- Custom Social Data Player styling and configuration
- Graphic Design and implementation of your home page stories
- Graphic Design and implementation of your home page featured datasets

Total professional services hours not to exceed 25 hours in aggregate among Socrata staff.

This package also includes the help from our marketing and public relations team to help you with your public launch. Including a PR kit, support for a kickoff event, and open data collateral to share with internal staff.

Open Data Applications Launch Package, Includes:

Open Budget:

- Creation of project charter including goals for go-live
- App Activation
- (1) Kickoff call and up to (3) meetings through launch date
- DNS setup
- Administrative training on the app including content management
- Training and education on the app and on the data schema including supporting documentation
- Training and education on data ingress and our toolset, including DataSync™
- Data integration services within scope of total hours budget
- Assistance in training on the upload of your first dataset via Socrata University
- Enrollment in Socrata University 101, 201, API, and Integration Classes

Open Expenditures:

- Creation of project charter including goals for go-live
- App Activation
- (1) Kickoff call and up to (3) meetings through launch date
- DNS setup
- Administrative training on the app including content management
- Training and education on the app and on the data schema including supporting documentation
- Training and education on data ingress and our toolset, including DataSync™
- Data integration services within scope of total hours budget
- Assistance in training on the upload of your first dataset via Socrata University
- Enrollment in Socrata University 101, 201, API, and Integration Classes

Total professional services hours not to exceed 30 hours in aggregate among Socrata staff.

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Socrata Basic Customer Support Packages

The Socrata Basic Customer Support Package includes the following elements. This package does not include support for customizations performed by Customer.
Elements include:

- Access to the Socrata knowledge base via the support portal at support.socrata.com
- Access to the Socrata Community portal
- 8:00am to 5:00pm PT Email and Phone support
- Four-hour response window during business hours

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Appendix 2: Socrata General Terms & Conditions

1. Definitions

The terms defined below or elsewhere in this Agreement will have their respective meanings when used in this Agreement.

"Confidential Information" means any information that a receiving party knows or has reason to know is confidential or propriety information of the disclosing party. However, Confidential Information does not include any information that: (a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Agreement; (b) is independently developed by the receiving party; (c) is acquired by the receiving party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party.

"Customer" means the party signing the Order Form, including all employees, agents, representatives or contractors who use the Service on behalf of Customer.

"Customer Content" means any datasets, discussion forums, and other interactive areas, features or services which Customer creates, posts or stores or uploads to the Site, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that Customer has not designated as private.

"Order Form" means the order form to which these terms are attached, which describes the Services to be purchased by Customer and the prices therefor.

"Private Customer Content" means Customer Content that Customer designates as private through the Socrata User Interface ("Socrata UI"). Private Customer Content will be treated as Confidential Information.

"Site" means the Customer web properties using the Socrata software applications under this Agreement.

"User" means any third party end user (who is not an employee, agent, representative or contractor of Customer) that accesses the Site.

"User Content" means any datasets, discussions, saved views and visualizations, comments and other data posted or submitted by a User in any discussion forums or other interactive areas through use of the Customer Content on a Site for which Socrata provides Services hereunder.

2. Limited License; Changes

(a) License to Customer. Customer is hereby granted a limited, nonexclusive, non-sublicensable, non-transferable license to access and use the Site, the online Socrata software applications made available by Socrata, if any, for use by Customer with the Site ("Site Applications") and the Services, including the right to load, store and display Customer Content on the Site. The license is subject to the

terms of this Agreement and does not include the right to: (i) operate or use the Site or the Site Applications on behalf of other entities or persons (e.g., operate as a service bureau) other than as may be approved by Socrata; (ii) modify, reverse engineer or otherwise make any derivative uses of the Site or the Site Applications, or any portion thereof; or (iii) use of the Site, the Site Applications or the Services other than for their intended purposes. Customer will use the Site, Site Applications and the Services in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws. Any use of the Site, the Site Applications or the Services other than as specifically authorized herein, without the prior written permission of Socrata, is strictly prohibited and may result in Socrata terminating the license.

(b) Changes to Service. Socrata regularly upgrades and updates the Services and Site Applications. This means that the Services and Site Applications are continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes. The changes may also mean that Customer needs to upgrade its equipment in order to make efficient use of the Services. Socrata will provide Customer with advance notification in this case.

3. Customer Password; Access to Private Customer Data

(a) Customer Passwords. Customer agrees to (i) maintain the security of Customer's password or key provided by Socrata to access and load Customer Content on the Site; and (ii) accept all risks of unauthorized access to the Customer Content or other information Customer provides to Socrata. Customer is responsible for all activity that occurs under Customer's account, and Customer should not share Customer's password with any third party.

(b) Private Customer Content Access. The Customer, using Socrata UI, will control access of Users to Private Customer Content. The Services will restrict permissions to such Private Customer Content accordingly. Socrata is not responsible for verifying the identities of anyone using log-in credentials to access the Private Customer Content, and shall have no liability for any unauthorized access.

4. Fees; Payment

Customer agrees to pay the fees described in the Order Form during the term of this Agreement ("Service Fees"). Platform Fees entitle Customer to certain data storage and data delivery levels each month, as measured in 'bytes' and detailed on the Order Form. If Customer exceeds the applicable Services monthly usage limits, Socrata will notify Customer of such overage. Customer will either take steps to keep its usage under the applicable limits, or engage with Socrata to upgrade the Service to the appropriate usage level. If Customer exceeds the monthly usage limits for 3 consecutive months during the term of this Agreement and has not engaged with Socrata to upgrade the Service to the appropriate usage level, Socrata may terminate the Services by written notice to Customer. Socrata may suspend Customer's access to the Service if Customer fails to pay Service Fees. Customer will reimburse Socrata for the reasonable travel related costs it incurs in connection with this Agreement, provided Customer has pre-approved said travel.

Payment is due within thirty (30) days of invoice. If Socrata has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Socrata with a valid tax exemption certificate authorized by the

appropriate taxing authority. If any charges are not received from Customer by the due date, then at Socrata's discretion, (a) such charges may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

5. Confidentiality

Each party reserves any and all right, title and interest that it may have in or to any Confidential Information that it may disclose to the other party under this Agreement. The receiving party will protect Confidential Information of the disclosing party against any unauthorized use or disclosure to the same extent that the receiving party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information. The receiving party will use any Confidential Information of the disclosing party solely for the purposes for which it is provided by the disclosing party. This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the receiving party 's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the parties; (b) any use or disclosure required by applicable law (e.g., pursuant to a government order, applicable securities laws or legal process), provided that the receiving party uses reasonable efforts to give the disclosing party reasonable advance notice thereof (e.g., so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the consent of the disclosing party.

6. Customer Content

(a) Customer Content. Customer is solely responsible for all Customer Content and the use of the interactive areas of the Site by Customer. Customer agrees not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site (including in its datasets) Customer Content that is (i) libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable; (ii) would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; (iii) may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; or (iv) contains the private information of any third party, including, without limitation, Social Security numbers and credit card numbers. By posting any Customer Content, Customer represents and warrants that Customer has the lawful right to distribute and reproduce such Customer Content.

(b) No Liability for Content. Socrata takes no responsibility and assumes no liability for any Customer Content or User Content posted, stored or uploaded on the Site or Services by Customer or any third party, or for any loss or damage thereto, nor is Socrata liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity that Customer and its end users may encounter. Customer's reliance on any content that it obtains through use of the Site, the Site Applications and the Services is at Customer's own risk.

(c) Removal of Content; Violations. Although Socrata has no obligation to screen, edit or monitor any of the Customer Content or other non-Socrata provided content posted on the Site or to the Services, SOCRATA RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SITE OR UPLOADED TO THE SERVICES AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR TO REQUIRE CUSTOMER TO DO THE SAME, AND CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE. Any use of the Site, the Site Applications or the Services in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of Customer's right to use the Site, the Site Applications and the Services.

7. Ownership; Licenses from Customer

(a) Customer Content. Customer owns all Customer Content, including any intellectual property rights therein, but excluding the Suggestions described in Section 8 below.

(b) Socrata Ownership. Socrata solely owns the intellectual property in the Site and the Site Applications. Unless explicitly stated herein, nothing in this Agreement will be construed as conferring any license to Customer of any other intellectual property rights of Socrata or its third party licensors or suppliers, whether by estoppel, implication or otherwise.

(c) Licenses from Customer.

(i) During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, sub-licensable royalty-free right to use, reproduce, modify, adapt, publish, create derivative works, distribute, perform and display any Customer Content (excluding Private Customer Content) in connection with Socrata's provision of Services to Customer or to Socrata's provision of services to users. Customer understands that once content has been provided to users, Socrata has limited ability to restrict or control that content.

(ii) During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, royalty-free right to use, reproduce, modify, adapt, publish, create derivative works, distribute, perform and display any Private Customer Content solely in connection with Socrata's provision of Services to Customer.

(d) Customer Marks. Customer grants Socrata and its affiliates and sublicensees the right to display and use Customer's name, trademark and/or logos provided by Customer (the "Customer Marks") in connection with the Customer Content and the Site. All goodwill associated with Socrata's use of the Customer Marks will inure to the benefit of Customer.

8. Suggestions

By submitting suggestions or feedback to Socrata regarding the Site, the Site Applications or the Services, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants Socrata an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.

15. Term; Termination; Survival

(a) Term. The term of this Agreement is as set forth on the Order Form. Thereafter, the Agreement will automatically renew for successive 12-month periods unless either party gives notice within 60 days of the end of the then-current term.

(b) Termination. If either party breaches this Agreement and does not cure such breach within 30 days of receipt of written notice from the other party of such breach, the non-breaching party may, without notice and in its sole discretion, suspend Customer's use of the Site, Site Applications and the Services (with respect to Socrata) or terminate this Agreement (with respect to both Customer and Socrata). Upon termination, Socrata will take down the Site, Site Applications and Services (as applicable), delete any Customer Content stored on its systems (provided that Socrata may keep one copy of the Customer Content for archival purposes in the event of any future actions arising out of the Agreement) and delete any publishers and administrators unique to Customer's domain. CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE.

(c) Survival. Sections 1, 4, 5 6(a), 6(b), 7(a), 7(b), 8, 12, 14, 15(b), 15(c) and 16-23 shall survive termination of this Agreement.

16. Limitation of Liability

IN NO EVENT WILL SOCRATA, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF SOCRATA, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY EXCEED ANY FEES CUSTOMER PAID TO SOCRATA IN THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

17. Applicable Law and Venue

This Agreement will be governed by and construed in accordance with the laws of [CUSTOMER JURISDICTION], without resort to its conflict of law provisions. Each party agrees that any action at law or in equity arising out of or relating to this Agreement will be filed only in the state and federal courts located in [CUSTOMER JURISDICTION] and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

18. Arbitration

CUSTOMER AND SOCRATA AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THIS AGREEMENT, THE SITE, THE SITE APPLICATIONS AND/OR THE SERVICES WILL BE FINAL AND BINDING ARBITRATION, except that with respect to any claims that a party has infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade

secret rights, then the parties acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought arbitration under this Agreement will be conducted by a mutually agreed upon arbitration body under the American Arbitration Association ("AAA"). The location of the arbitration will be in Seattle, Washington and the allocation of costs and fees for such arbitration will be determined in accordance with such AAA Rules and will be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction.

In no event will any claim, action or proceeding by Customer related in any way to the Site, the Site Applications and/or the Services be instituted more than three (3) year after the cause of action arose.

19. Notices

Any notice provided pursuant to this Agreement will be in writing and will be deemed given (a) if by receipted email or facsimile, upon electronic confirmation thereof; (b) if by hand delivery, upon receipt thereof; (c) if by prepaid, certified or registered mail or courier, upon confirmation of the delivery of such mail by return receipt or signature confirmation; or (d) if by next day delivery service, upon such delivery. All notices to Customer will be addressed to the address and person designated on the Order Form. All notices to Socrata will be addressed to Socrata, Inc., 83 King Street, Suite 107, Seattle, WA 98104 Attn: VP Finance and Administration; Fax: 206-452-2010.

20. Assignment

Neither this Agreement nor any interest in this Agreement may be assigned by Customer without prior express written approval of Socrata.

21. Severability

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable portion had never been included. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

22. Entire Agreement

This Agreement terminates and supersedes all prior understandings and agreements of the parties regarding the Site, the Site Applications, the Services and the other subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. This Agreement does not alter in any way the terms or conditions of any other agreement Customer may have with Socrata, or its subsidiaries or affiliates, for other products, services or otherwise.

Fund 2

PO# 0001191

COUNTY BOARD OF COUNTY COMMISSIONERS

PAGE NO. 1

PURCHASE ORDER

Received

AUG 14 2015

Finance Dept

COUNTY SALES TAX EXEMPT NUMBER
85-8013825946C-7

VENDOR:
96201
SOCRATA, INC
83 SOUTH KING STREET SUITE 107
SEATTLE WA 98104

SHIP TO:
ME OFFICE OF MANAGEMENT & BUDGET
1100 SIMONTON ST 2ND FL ROOM 2-213
KEY WEST, FL 33040
ATTN: LISA ABREU

ATTN: CHRISTINA BRICKELL

DATE: 01/28/15 BUYER:CHRISTINA BRICKELL REQ. NO:0 RQ:
TERMS:NET 30 DAYS FOB: DESC:

ITEM#	QNTY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		SOCRATA OPEN DATA PACKAGE (2/27/15-2/26/18 $43,164; $14,388 PER YEAR)	14388.0000	14,388.00

PAID
AUG 22 2015
BY:

PAGE 1 TOTAL: 14,388.00
PO TOTAL: 14,388.00

ITEM#	ACCOUNT	AMOUNT	PROJ CD
06001	530340	14,388.00	

2/26/15

V. 2674

AUTHORITY: Acting County Administrator

8/13/2015

PURCHASING AGENT

2/27/2015-16

96

Socrata
Making Data Social™

Socrata, Inc.
83 S. King Street
Suite 107
Seattle, WA 98104

(206)340-8008
accounts_receivable@socrata.com
http://www.socrata.com

Invoice

Date	Invoice #
02/26/2015	2674
Terms	Due Date
Net 30	03/28/2015

Bill To

County of Monroe, FL
Bob Ward, Director of IT
1200 Truman Ave. Ste 211
Key West, FL 33040

Amount Due	Enclosed
$14,388.00	

>< Please detach top portion and return with your payment ><

P.O. Number: 00051911

Date	Service	Activity	Quantity	Rate	Amount
02/27/2015	soc-od-s	Socrata Open Data Platform - 02/27/2015 - 02/26/2016	12	1,199.00	14,388.00
02/27/2015	SOC-PS-ODP-S	Open Data Launch Package - Starter- 02/27/2015 - 02/26/2016	12	0.00	0.00
02/27/2015	SOC-APP-ob	Socrata Open Budget Application- 02/27/2015 - 02/26/2016	12	0.00	0.00
02/27/2015	SOC-APP-oe	Socrata Open Expenditures App- 02/27/2015 - 02/26/2016	12	0.00	0.00
02/27/2015	SOC-SU-ODP-B	Socrata Open Data Support - Basic - 02/27/2015 - 02/26/2016	12	0.00	0.00

Acting County Administrator
8/13/2015

Total	$14,388.00

To pay by credit card: call Socrata Accounts Receivable at (206) 340-8008 x7146

To pay by wire transfer: Silicon Valley Bank, 3003 Tasman, Santa Clara, CA 95054, (408) 654-7400; Routing #121140399, Account #3301049788

MONROE COUNTY BUDGET & FINANCE DIVISION
PURCHASING OFFICE

REQUEST TO PURCHASE

po#00051911

To: Purchasing Office
From : OMB

Date: 1/28/15

Name: Christina Brickell

Approved By:

Phone/Ext: X4466

Acct. #: 06001-530340

Ship to Location: OMB

Grant/Project #:

Qty.	Unit	Prod.#	Description	Unit Cost	Total Cost	Acct. #
1	1	SOC-OD-S	Socrata Open Data Package (Proposal price 2/27/15-2/26/18 $43,164; $14,388 per year)	$14,388.00	$14,388.00	06001-530340
				Total	$14,388.00	

Items needed by:
Vendor Name: Socrata

Vendor Number: 96201

Remarks/Recommendations:

Administrative Instructions:
Reviewed ( ) By: _____ Date: _____

Purchasing Office use only:

Reviewed ( ) By: _____ Date: _____

M.B. Form MCP 40 Revised 10/15/09

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PROPOSAL

Submitted to:
Bob Ward
Chief Information Officer
Monroe County

ward-bob@monroecounty-fl.gov
(305) 797-0816

Submitted by:
Socrata
83 S. King St, Suite 107,
Seattle, Washington, 98104

Steve Ellsworth
steve.ellsworth@socrata.com
(206) 321-4055

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Quoted By:	Steve Ellsworth
Quote #:	MonroeCountyFL001SE
Quote Date:	1/14/2015

Customer Contact
Bob Ward
Director of Information Technology
Monroe County
1200 Truman Ave. Ste. 211
Key West, FL 33040
P: (305) 295-5101
ward-bob@monroecounty-fl.gov

Billing Contact
Accounts Payable
Monroe County
1100 Simonton Street
Key West, FL 33040

SKU	Description	Term	Extended Price
SOC-OD-S	**Socrata Open Data Platform** Usage Limits: • 20 Datasets • 2 Premium APIs (Foundry) • ArcGIS 10.x Connector • Unlimited Views and Visualizations • Unlimited Users • Unlimited Open Data APIs • Native support for geospatial data • Sitewide Usage Analytics	2/27/2015 – 2/26/2018	$44,964
SOC-PS-ODP-S	**Open Data Launch Package – Starter**	One-Time	$4,125
SOC-APP-OB	**Socrata Open Budget**	2/27/2015 – 2/26/2018	$35,964
SOC-APP-OE	**Socrata Open Expenditures**	2/27/2015 – 2/26/2018	$35,964
SOC-SU-ODP-B	**Socrata Open Data – Standard Support** Includes: • Email, Phone, and Web Support (8am – 5pm PT, Mon – Fri) • Self-Service Support & Knowledgebase • 4 hour response SLA	2/27/2015 – 2/26/2018	Included

All primary values quoted in USD

Pricing is valid until: [redacted] at 5:00pm PST

Sub-Total:	$121,017
Discounts:	($77,853)
[redacted]	
Annual Payment:	$14,388

Standard Conditions

1. By signing this Order Form, you are offering to purchase the products and services listed above. Your offer to purchase becomes a binding commitment upon acceptance by Socrata, and is not subject to the issuance of any further purchase orders, confirmations or other events. Socrata Products and Services descriptions can be viewed in Appendix 1
2. Socrata Standard Terms and Conditions apply, and may be viewed in Appendix 2.
3. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
4. Special conditions override standard conditions in the event of an inconsistency.

Special Conditions

- The term of this Agreement is for an initial period of 2/27/2015 – 2/26/2018.
- This order form represents reserved pricing for the Monroe County in support of being an early adopter for Socrata Open Data Platform, Open Budget, and Open Expenditures.
- Socrata would like to promote via a press release and social media outlets the launch of the Monroe County Open Data Platform, Open Budget, and Open Expenditures services once they've gone live to the public. Final text is subject to Monroe County's approval.

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---------- Signature page follows ----------

---------- Signature page follows ----------

Socrata
The Data Experience Company™

Signatures

By signing below, the undersigned declares that he or she is authorized to execute this Agreement on behalf of Customer and acknowledge Customer's acceptance of all terms and conditions of this Agreement:

Socrata:	Customer:
Socrata, Inc.	**Monroe County**
By: _____ (Signature)	By: _____ (Signature)
_____ (Name typed or printed)	_____ (Name typed or printed)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Remittance

To complete this addendum, please complete any open fields above relating to Customer, sign and date the form, and either 1) scan and email the completed form to steve.ellsworth@socrata.com or 2) fax the completed form to (206) 452-2010.

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Glossary of Terms

Dataset

A dataset is a single physical collection of information, typically modeled as a table of rows and columns of data. Each Socrata Dataset contains queryable data and metadata that is controlled by the dataset publisher. A dataset may have zero or more views – filtered views, maps, charts, calendars or forms. These visualizations are unlimited, whether created by the Customer or their end-users and do not count as datasets.

The following type of datasets count towards the plan's dataset limit:

- Datasets created from an external database using the Socrata API
- Datasets created by uploading a data file (e.g. csv, xls...etc.)
- Datasets that are links to other web resources – referred to as "External Datasets"
- Datasets created by uploading non-data files (ZIP, PDF, ...etc.)
- Datasets created by uploading geospatial files including KML/KMZ, shapefiles. Each of these geospatial files may contain up to 5 layers.

The list above applies to any published dataset, whether shared publicly or privately.

The following types of datasets do not count towards the plan's dataset limit:

- File attachments that are added to any published dataset
- Datasets created as a result of the Socrata ArcGIS Connector
- Federated datasets from an external domain
- Datasets that are still in Working Copy mode and have not yet been published
- Datasets created as mashups from other existing datasets.

Socrata and the Customer may agree to break up a very large dataset into multiple smaller datasets to improve performance, without counting these towards the plan's limit.

Open Data API

Application Programming Interface (API) allows authorized computer programs to read and write data from the Socrata system over the Internet. A Socrata Open Data API is automatically created for every published dataset or view.

Premium API

Enterprise-class APIs, created in Socrata API Foundry, to provide scalable, reliable and secure data APIs to mission-critical cloud and mobile applications. Premium APIs can be customized, managed, throttled, and analyzed by Administrators. They also provide full API-specific documentation, client code for developers, an live API console, and an automatically generated API catalog.

Usage Limitations

Storage:	Unlimited
Bandwidth	5 TB
API Calls per Month	100M
Geocoding Requests per month	500,000

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Appendix 1: Socrata Products and Services Descriptions

Subscription Services

Socrata Open Data Platform

The Socrata Open Data Platform enables government leaders to deliver on their transparency and digital government initiatives with unprecedented speed and costs savings. The Portal offers a complete software-as-a-service platform that unlocks the organization's data from its legacy silos and puts it into people's hands. It simplifies the entire data lifecycle, from capture and collection to distribution and consumption. Key Open Data Portal functionality includes:

- **Socrata DataSpace:** An elastic cloud-based data storage, indexing and retrieval service that simplifies data management and automatically optimizes access for a wide variety of data sources.
- **Socrata Data Publishing Services:** Easy-to-use tools for publishing and updating data from spreadsheets, file systems and transactional databases, including real-time automated publishing.
- **Socrata Data Discovery and Visualization:** Consumer friendly interfaces that make it easy to discover data, explore it online, visualize it with charts and maps, and share it with others.
- **Socrata Open Data API (SODA):** An open, standards-based API that automatically provides RESTful access and an expressive query language for every dataset.
- **Socrata Open Data Federation Services:** A game-changing technology that enables two or more organizations to exchange and aggregate their data, with one click.
- **Socrata Data Player:** A web widget that allows government agencies to embed live data, maps and charts on their agency websites.
- **Socrata Sitewide Analytics:** Real-time analytics on usage, distribution and traffic patterns for each dataset in the Open Data Portal.
- **Socrata Mondara:** Extends the open data experience to geospatial data that was previously only accessible to GIS experts. Mondara makes it easy for the other 99% of users to create rich online maps instantly, and use this valuable data to power location-based services.
- **Socrata API Foundry:** a powerful wizard-based application that simplifies the creation, deployment and management of enterprise-class APIs for mission-critical cloud and mobile applications. It dynamically creates an API catalog featuring documentation, client code libraries, and an interactive test console for each API to help developers discover, explore, and start using your APIs right away. It also includes enterprise-class capabilities for IT administrators to control fine-grained API access and security, management of application tokens, throttling, and API analytics to monitor trends and usage patterns in real-time.

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Socrata API Foundry

Socrata API Foundry offers data-rich organizations a powerful new way to modernize their data integration infrastructure, participate in the data economy, and support developer ecosystems around their data. API Foundry extends any enterprise system or data source with Application Programming Interfaces (APIs) that can be created and deployed in minutes to internal IT programmers, partner organizations, or external developer communities.

Socrata API Foundry includes powerful features that simplify the creation, deployment, and management of developer-ready APIs, including:

- A wizard-based application that allows a business analyst to create, customize, and deploy an API in minutes, from virtually any data source.
- Dynamic creation of an API catalog featuring documentation, client code libraries and an interactive test console for each API, to help developers discover, explore and start using your APIs right away.
- Enterprise-class capabilities for IT administrators to control fine-grained API access and security, manage application tokens, and allocate API resources in real-time.
- Internet-scale SLAs to support API deployments for mission-critical web and mobile applications and other enterprise integration interfaces.
- API analytics to monitor trends and application usage patterns in real-time.

(API Foundry can be sold and deployed as a standalone product or seamlessly integrated into any Socrata product, including the Open Data Portal.)

Socrata Open Data Apps

As a complementary solution to the Socrata Open Data Platform, Socrata also delivers Socrata Open Data Apps. These apps are ready-to-deploy consumer apps that are purpose built for specific high-value datasets.

- **Open Budget:** A ready-to-deploy app that lets citizens explore their government's budget, along every step of the process, and at every level of the allocation hierarchy. Users, with and without budget data expertise, are able to understand how the budget impacts their interests and their neighborhood, via an intuitive and location-aware UX. For use with Socrata Open Data Portal and as part of the Socrata Financial Transparency Suite of apps that used together, provide an end-to-end view of the flow of public money. Includes up to 15 hours of professional services.

- **Open Expenditures:** A ready-to-deploy app that provides easy, intuitive ways for any user to explore and visualize their government's expenditures, by department, by type, and by vendor, for any given date range. The intuitive consumer-style user interface allows users to visualize trends, compare expenditures across departments, find total spend by vendor, and drill-down to the checkbook-level data.

Professional Services and Support

Open Data Launch Packages

The Socrata Client Services Methodology (CSM) will allow us to quickly and efficiently deploy your Open Data solution. As part of the CSM process the Socrata team will guide you from project kickoff and charter through to Go-live and launch. This service includes a Program Manager to lead the deployment, a Socrata Designer to work with you to design your Open Data Portal, and a Socrata Data Analyst will help you identify, transform, load, and visualize your data. The Socrata data analyst will help you curate your datasets for quality and will pay special attention to visual presentation and end consumer result. Weekly meetings will be run by the Socrata team throughout your deployment and up until your launch date, to assure success and deliver the anticipated results.

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Specific deliverables of your open data launch include:

Open Data Launch Package - Starter, Includes:

- Project charter
- (1) Kickoff call and up to (6) weekly meetings through launch date
- DNS and SSL setup
- Site skinning, styling, and CSS
- Custom header and footer
- Integration of "suggest a dataset" functionality
- Administrative training
- Training on the upload of your first dataset via Socrata University
- Real-time integrated help connector for support.socrata.com
- Enrollment in Socrata University 101, 201 and API 101 classes
- Initial data upload of up to 5 datasets
- Data curation of up to 10 datasets
- Custom Social Data Player styling and configuration
- Graphic Design and implementation of your home page stories
- Graphic Design and implementation of your home page featured datasets

Total professional services hours not to exceed 25 hours in aggregate among Socrata staff.

This package also includes the help from our marketing and public relations team to help you with your public launch. Including a PR kit, support for a kickoff event, and open data collateral to share with internal staff.

Open Data Applications Launch Package, Includes:

Open Budget:

- Creation of project charter including goals for go-live
- App Activation
- (1) Kickoff call and up to (3) meetings through launch date
- DNS setup
- Administrative training on the app including content management
- Training and education on the app and on the data schema including supporting documentation
- Training and education on data ingress and our toolset, including DataSync™
- Data integration services within scope of total hours budget
- Assistance in training on the upload of your first dataset via Socrata University
- Enrollment in Socrata University 101, 201, API, and Integration Classes

Open Expenditures:

- Creation of project charter including goals for go-live
- App Activation
- (1) Kickoff call and up to (3) meetings through launch date
- DNS setup
- Administrative training on the app including content management
- Training and education on the app and on the data schema including supporting documentation
- Training and education on data ingress and our toolset, including DataSync™
- Data integration services within scope of total hours budget
- Assistance in training on the upload of your first dataset via Socrata University
- Enrollment in Socrata University 101, 201, API, and Integration Classes

Total professional services hours not to exceed 30 hours in aggregate among Socrata staff.

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Socrata Basic Customer Support Packages

The Socrata Basic Customer Support Package includes the following elements. This package does not include support for customizations performed by Customer.
Elements include:

- Access to the Socrata knowledge base via the support portal at support.socrata.com
- Access to the Socrata Community portal
- 8:00am to 5:00pm PT Email and Phone support
- Four-hour response window during business hours

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Appendix 2: Socrata General Terms & Conditions

1. Definitions

The terms defined below or elsewhere in this Agreement will have their respective meanings when used in this Agreement.

"Confidential Information" means any information that a receiving party knows or has reason to know is confidential or propriety information of the disclosing party. However, Confidential Information does not include any information that: (a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Agreement; (b) is independently developed by the receiving party; (c) is acquired by the receiving party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party.

"Customer" means the party signing the Order Form, including all employees, agents, representatives or contractors who use the Service on behalf of Customer.

"Customer Content" means any datasets, discussion forums, and other interactive areas, features or services which Customer creates, posts or stores or uploads to the Site, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that Customer has not designated as private.

"Order Form" means the order form to which these terms are attached, which describes the Services to be purchased by Customer and the prices therefor.

"Private Customer Content" means Customer Content that Customer designates as private through the Socrata User Interface ("Socrata UI"). Private Customer Content will be treated as Confidential Information.

"Site" means the Customer web properties using the Socrata software applications under this Agreement.

"User" means any third party end user (who is not an employee, agent, representative or contractor of Customer) that accesses the Site.

"User Content" means any datasets, discussions, saved views and visualizations, comments and other data posted or submitted by a User in any discussion forums or other interactive areas through use of the Customer Content on a Site for which Socrata provides Services hereunder.

2. Limited License; Changes

(a) License to Customer. Customer is hereby granted a limited, nonexclusive, non-sublicensable, non-transferable license to access and use the Site, the online Socrata software applications made available by Socrata, if any, for use by Customer with the Site ("Site Applications") and the Services, including the right to load, store and display Customer Content on the Site. The license is subject to the

terms of this Agreement and does not include the right to: (i) operate or use the Site or the Site Applications on behalf of other entities or persons (e.g., operate as a service bureau) other than as may be approved by Socrata; (ii) modify, reverse engineer or otherwise make any derivative uses of the Site or the Site Applications, or any portion thereof; or (iii) use of the Site, the Site Applications or the Services other than for their intended purposes. Customer will use the Site, Site Applications and the Services in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws. Any use of the Site, the Site Applications or the Services other than as specifically authorized herein, without the prior written permission of Socrata, is strictly prohibited and may result in Socrata terminating the license.

(b) Changes to Service. Socrata regularly upgrades and updates the Services and Site Applications. This means that the Services and Site Applications are continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes. The changes may also mean that Customer needs to upgrade its equipment in order to make efficient use of the Services. Socrata will provide Customer with advance notification in this case.

3. Customer Password; Access to Private Customer Data

(a) Customer Passwords. Customer agrees to (i) maintain the security of Customer's password or key provided by Socrata to access and load Customer Content on the Site; and (ii) accept all risks of unauthorized access to the Customer Content or other information Customer provides to Socrata. Customer is responsible for all activity that occurs under Customer's account, and Customer should not share Customer's password with any third party.

(b) Private Customer Content Access. The Customer, using Socrata UI, will control access of Users to Private Customer Content. The Services will restrict permissions to such Private Customer Content accordingly. Socrata is not responsible for verifying the identities of anyone using log-in credentials to access the Private Customer Content, and shall have no liability for any unauthorized access.

4. Fees; Payment

Customer agrees to pay the fees described in the Order Form during the term of this Agreement ("Service Fees"). Platform Fees entitle Customer to certain data storage and data delivery levels each month, as measured in 'bytes' and detailed on the Order Form. If Customer exceeds the applicable Services monthly usage limits, Socrata will notify Customer of such overage. Customer will either take steps to keep its usage under the applicable limits, or engage with Socrata to upgrade the Service to the appropriate usage level. If Customer exceeds the monthly usage limits for 3 consecutive months during the term of this Agreement and has not engaged with Socrata to upgrade the Service to the appropriate usage level, Socrata may terminate the Services by written notice to Customer. Socrata may suspend Customer's access to the Service if Customer fails to pay Service Fees. Customer will reimburse Socrata for the reasonable travel related costs it incurs in connection with this Agreement, provided Customer has pre-approved said travel.

Payment is due within thirty (30) days of invoice. If Socrata has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Socrata with a valid tax exemption certificate authorized by the

appropriate taxing authority. If any charges are not received from Customer by the due date, then at Socrata's discretion, (a) such charges may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

5. Confidentiality

Each party reserves any and all right, title and interest that it may have in or to any Confidential Information that it may disclose to the other party under this Agreement. The receiving party will protect Confidential Information of the disclosing party against any unauthorized use or disclosure to the same extent that the receiving party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information. The receiving party will use any Confidential Information of the disclosing party solely for the purposes for which it is provided by the disclosing party. This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the receiving party 's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the parties; (b) any use or disclosure required by applicable law (e.g., pursuant to a government order, applicable securities laws or legal process), provided that the receiving party uses reasonable efforts to give the disclosing party reasonable advance notice thereof (e.g., so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the consent of the disclosing party.

6. Customer Content

(a) Customer Content. Customer is solely responsible for all Customer Content and the use of the interactive areas of the Site by Customer. Customer agrees not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site (including in its datasets) Customer Content that is (i) libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable; (ii) would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; (iii) may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; or (iv) contains the private information of any third party, including, without limitation, Social Security numbers and credit card numbers. By posting any Customer Content, Customer represents and warrants that Customer has the lawful right to distribute and reproduce such Customer Content.

(b) No Liability for Content. Socrata takes no responsibility and assumes no liability for any Customer Content or User Content posted, stored or uploaded on the Site or Services by Customer or any third party, or for any loss or damage thereto, nor is Socrata liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity that Customer and its end users may encounter. Customer's reliance on any content that it obtains through use of the Site, the Site Applications and the Services is at Customer's own risk.

(c) Removal of Content; Violations. Although Socrata has no obligation to screen, edit or monitor any of the Customer Content or other non-Socrata provided content posted on the Site or to the Services, SOCRATA RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SITE OR UPLOADED TO THE SERVICES AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR TO REQUIRE CUSTOMER TO DO THE SAME, AND CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE. Any use of the Site, the Site Applications or the Services in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of Customer's right to use the Site, the Site Applications and the Services.

7. **Ownership; Licenses from Customer**

(a) Customer Content. Customer owns all Customer Content, including any intellectual property rights therein, but excluding the Suggestions described in Section 8 below.

(b) Socrata Ownership. Socrata solely owns the intellectual property in the Site and the Site Applications. Unless explicitly stated herein, nothing in this Agreement will be construed as conferring any license to Customer of any other intellectual property rights of Socrata or its third party licensors or suppliers, whether by estoppel, implication or otherwise.

(c) Licenses from Customer.

(i) During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, sub-licensable royalty-free right to use, reproduce, modify, adapt, publish, create derivative works, distribute, perform and display any Customer Content (excluding Private Customer Content) in connection with Socrata's provision of Services to Customer or to Socrata's provision of services to users. Customer understands that once content has been provided to users, Socrata has limited ability to restrict or control that content.

(ii) During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, royalty-free right to use, reproduce, modify, adapt, publish, create derivative works, distribute, perform and display any Private Customer Content solely in connection with Socrata's provision of Services to Customer.

(d) Customer Marks. Customer grants Socrata and its affiliates and sublicensees the right to display and use Customer's name, trademark and/or logos provided by Customer (the "Customer Marks") in connection with the Customer Content and the Site. All goodwill associated with Socrata's use of the Customer Marks will inure to the benefit of Customer.

8. **Suggestions**

By submitting suggestions or feedback to Socrata regarding the Site, the Site Applications or the Services, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants Socrata an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.

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9. Infringement

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Socrata has adopted a policy of terminating, in appropriate circumstances and at Socrata's sole discretion, Users and Customers who are deemed to be repeat infringers. Socrata may also at its sole discretion limit access to the Services and Site and/or terminate the accounts Customer if Socrata receives complaints that the Customer Content infringes any intellectual property rights of others, whether or not there is any repeat infringement.

10. Support

Socrata will provide support to Customer in accordance with Socrata's general support services described at http://support.socrata.com/home.

11 Publicity

Socrata may use the Customer Marks on Socrata's website, on publicly available customer lists, and in media releases to identify Customer as a customer of Socrata. Subject to pre-publication review, Customer may agree to participate with Socrata in the development and publication of a press release announcing the launch of the Services, a case study and reasonable requests for participation in live events highlighting Customer's use of the Services.

12. Representations and Warranties

Customer represents and warrants that (a) Customer owns and controls all of the rights to the Customer Content or Customer otherwise has the right to post such Customer Content to the Site; (b) the Customer Content is accurate and not misleading; and (c) the use and posting of the Customer Content does not violate this Agreement and will not violate any rights of or cause injury to any person or entity. Customer acknowledges and agrees that Socrata may collect and analyze the data and data structures Customer or any User posts on the Site, whether private or public, and Customer's other activities on the Site in order to tailor the Services on Socrata to individual user needs and interests and make the Services the best possible user experience.

13. Reserved.

14. Warranty Disclaimer

THE SITE, SITE APPLICATIONS AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOCRATA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS IN THE SITE. WHILE SOCRATA WILL ATTEMPT TO MAKE CUSTOMER'S ACCESS AND USE OF THE SITE, SITE APPLICATIONS AND SERVICES SAFE, SOCRATA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, SITE APPLICATIONS OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT ARE OUTSIDE SOCRATA'S REASONABLE CONTROL.

15. Term; Termination; Survival

(a) Term. The term of this Agreement is as set forth on the Order Form. Thereafter, the Agreement will automatically renew for successive 12-month periods unless either party gives notice within 60 days of the end of the then-current term.

(b) Termination. If either party breaches this Agreement and does not cure such breach within 30 days of receipt of written notice from the other party of such breach, the non-breaching party may, without notice and in its sole discretion, suspend Customer's use of the Site, Site Applications and the Services (with respect to Socrata) or terminate this Agreement (with respect to both Customer and Socrata). Upon termination, Socrata will take down the Site, Site Applications and Services (as applicable), delete any Customer Content stored on its systems (provided that Socrata may keep one copy of the Customer Content for archival purposes in the event of any future actions arising out of the Agreement) and delete any publishers and administrators unique to Customer's domain. CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE.

(c) Survival. Sections 1, 4, 5 6(a), 6(b), 7(a), 7(b), 8, 12, 14, 15(b), 15(c) and 16-23 shall survive termination of this Agreement.

16. Limitation of Liability

IN NO EVENT WILL SOCRATA, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF SOCRATA, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY EXCEED ANY FEES CUSTOMER PAID TO SOCRATA IN THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

17. Applicable Law and Venue

This Agreement will be governed by and construed in accordance with the laws of [CUSTOMER JURISDICTION], without resort to its conflict of law provisions. Each party agrees that any action at law or in equity arising out of or relating to this Agreement will be filed only in the state and federal courts located in [CUSTOMER JURISDICTION] and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

18. Arbitration

CUSTOMER AND SOCRATA AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THIS AGREEMENT, THE SITE, THE SITE APPLICATIONS AND/OR THE SERVICES WILL BE FINAL AND BINDING ARBITRATION, except that with respect to any claims that a party has infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade

secret rights, then the parties acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought arbitration under this Agreement will be conducted by a mutually agreed upon arbitration body under the American Arbitration Association ("AAA"). The location of the arbitration will be in Seattle, Washington and the allocation of costs and fees for such arbitration will be determined in accordance with such AAA Rules and will be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction.

In no event will any claim, action or proceeding by Customer related in any way to the Site, the Site Applications and/or the Services be instituted more than three (3) year after the cause of action arose.

19. Notices

Any notice provided pursuant to this Agreement will be in writing and will be deemed given (a) if by receipted email or facsimile, upon electronic confirmation thereof; (b) if by hand delivery, upon receipt thereof; (c) if by prepaid, certified or registered mail or courier, upon confirmation of the delivery of such mail by return receipt or signature confirmation; or (d) if by next day delivery service, upon such delivery. All notices to Customer will be addressed to the address and person designated on the Order Form. All notices to Socrata will be addressed to Socrata, Inc., 83 King Street, Suite 107, Seattle, WA 98104 Attn: VP Finance and Administration; Fax: 206-452-2010.

20. Assignment

Neither this Agreement nor any interest in this Agreement may be assigned by Customer without prior express written approval of Socrata.

21. Severability

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable portion had never been included. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

22. Entire Agreement

This Agreement terminates and supersedes all prior understandings and agreements of the parties regarding the Site, the Site Applications, the Services and the other subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. This Agreement does not alter in any way the terms or conditions of any other agreement Customer may have with Socrata, or its subsidiaries or affiliates, for other products, services or otherwise.

23. U.S. Government Restricted Rights.

The Site, Site Applications and Services are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Site, Site Applications and Services, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS PO# 000519

PURCHASE ORDER

PAGE NO. 1

Received
FEB 02 2015
Finance Dept.

COUNTY SALES TAX EXEMPT NUMBER
85-8013825294C-7

VENDOR:
96201
SOCRATA, INC
83 SOUTH KING STREET SUITE 107
SEATTLE WA 98104

SHIP TO:
MC OFFICE OF MANAGEMENT & BUDGET
1100 SIMONTON ST 2ND FL ROOM 2-213
KEY WEST, FL 33040
ATTN: LISA ABREU

ATTN: CHRISTINA BRICKELL

DATE: 01/28/15 BUYER:CHRISTINA BRICKELL
TERMS:NET 30 DAYS FOB:
REQ. NO:0 RQ:

ITEM#	QNTY	UOM	DESCRIPTION	DESC: UNIT PRICE	EXTENSION
01	1.00		SOCRATA OPEN DATA PACKAGE (2/27/15-2/26/18 $43,164; $14,388 PER YEAR)	14388.0000	14,388.00

PAGE 1 TOTAL: 14,388.00
PO TOTAL: 14,388.00

ITEM#	ACCOUNT		AMOUNT	PROJ CD
1	06001	530340	14,388.00	

INV # _____ AUTHORITY: _____

Econ Alex
PURCHASING AGENT

MONRO COUNTY BUDGET & FINANCE D ISION
PURCHASING OFFICE

REQUEST TO PURCHASE

po#0005191

To: Purchasing Office Date: 1/28/15
From : OMB

Name: Christina Brickell Approved By:

Phone/Ext: X4466 Acct. #: 06001-530340

Ship to Location: OMB Grant/Project #:

Qty.	Unit	Prod.#	Description	Unit Cost	Total Cost	Acct. #
1	1	SOC-OD-S	Socrata Open Data Package (Proposal price 2/27/15-2/26/18 $43,164; $14,388 per year)	$14,388.00	$14,388.00	06001-530340
				Total	$14,388.00	

Items needed by:
Vendor Name: Socrata Vendor Number: 96201

Remarks/Recommendations:

Administrative Instructions:
Reviewed ( ) By: _____ Date: _____

Purchasing Office use only:

Reviewed ( ) By: _____ Date: _____

O M B Form MCF #1 Revised 10/18/00

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PROPOSAL

Submitted to:
Bob Ward
Chief Information Officer
Monroe County

ward-bob@monroecounty-fl.gov
(305) 797-0816

Submitted by:
Socrata
83 S. King St, Suite 107,
Seattle, Washington, 98104

Steve Ellsworth
steve.ellsworth@socrata.com
(206) 321-4055

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Quoted By:	Steve Ellsworth
Quote #:	MonroeCountyFL001SE
Quote Date:	1/14/2015

Customer Contact
Bob Ward
Director of Information Technology
Monroe County
1200 Truman Ave. Ste. 211
Key West, FL 33040
P: (305) 295-5101
ward-bob@monroecounty-fl.gov

Billing Contact
Accounts Payable
Monroe County
1100 Simonton Street
Key West, FL 33040

SKU	Description	Term	Subscription Price
SOC-OD-S	**Socrata Open Data Platform** Usage Limits: • 20 Datasets • 2 Premium APIs (Foundry) • ArcGIS 10.x Connector • Unlimited Views and Visualizations • Unlimited Users • Unlimited Open Data APIs • Native support for geospatial data • Sitewide Usage Analytics	2/27/2015 – 2/26/2018	$44,964
SOC-PS-ODP-S	**Open Data Launch Package – Starter**	One-Time	$4,125
SOC-APP-OB	**Socrata Open Budget**	2/27/2015 – 2/26/2018	$35,964
SOC-APP-OE	**Socrata Open Expenditures**	2/27/2015 – 2/26/2018	$35,964
SOC-SUPODP-B	**Socrata Open Data – Standard Support** Includes: • Email, Phone, and Web Support (8am – 5pm PT, Mon – Fri) • Self-Service Support & Knowledgebase • 4 hour response SLA	2/27/2015 – 2/26/2018	Included

All primary values quoted in USD

Pricing is valid until: [redacted] at 5:00pm PST

Sub-Total:	$121,017
Discounts:	($77,853)
[redacted]	
Annual Payment:	$14,388

Standard Conditions

1. By signing this Order Form, you are offering to purchase the products and services listed above. Your offer to purchase becomes a binding commitment upon acceptance by Socrata, and is not subject to the issuance of any further purchase orders, confirmations or other events. Socrata Products and Services descriptions can be viewed in Appendix 1
2. Socrata Standard Terms and Conditions apply, and may be viewed in Appendix 2.
3. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
4. Special conditions override standard conditions in the event of an inconsistency.

Special Conditions

- The term of this Agreement is for an initial period of 2/27/2015 – 2/26/2018.
- This order form represents reserved pricing for the Monroe County in support of being an early adopter for Socrata Open Data Platform, Open Budget, and Open Expenditures.
- Socrata would like to promote via a press release and social media outlets the launch of the Monroe County Open Data Platform, Open Budget, and Open Expenditures services once they've gone live to the public. Final text is subject to Monroe County's approval.

---------- Signature page follows ----------

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Signatures

By signing below, the undersigned declares that he or she is authorized to execute this Agreement on behalf of Customer and acknowledge Customer's acceptance of all terms and conditions of this Agreement:

Socrata:	Customer:
Socrata, Inc.	**Monroe County**
By: _____ (Signature)	By: _____ (Signature)
_____ (Name typed or printed)	_____ (Name typed or printed)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Remittance

To complete this addendum, please complete any open fields above relating to Customer, sign and date the form, and either 1) scan and email the completed form to steve.ellsworth@socrata.com or 2) fax the completed form to (206) 452-2010.

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Glossary of Terms

Dataset

A dataset is a single physical collection of information, typically modeled as a table of rows and columns of data. Each Socrata Dataset contains queryable data and metadata that is controlled by the dataset publisher. A dataset may have zero or more views – filtered views, maps, charts, calendars or forms. These visualizations are unlimited, whether created by the Customer or their end-users and do not count as datasets.

The following type of datasets count towards the plan's dataset limit:

- Datasets created from an external database using the Socrata API
- Datasets created by uploading a data file (e.g. csv, xls...etc.)
- Datasets that are links to other web resources – referred to as "External Datasets"
- Datasets created by uploading non-data files (ZIP, PDF, ...etc.)
- Datasets created by uploading geospatial files including KML/KMZ, shapefiles. Each of these geospatial files may contain up to 5 layers.

The list above applies to any published dataset, whether shared publicly or privately.

The following types of datasets do not count towards the plan's dataset limit:

- File attachments that are added to any published dataset
- Datasets created as a result of the Socrata ArcGIS Connector
- Federated datasets from an external domain
- Datasets that are still in Working Copy mode and have not yet been published
- Datasets created as mashups from other existing datasets.

Socrata and the Customer may agree to break up a very large dataset into multiple smaller datasets to improve performance, without counting these towards the plan's limit.

Open Data API

Application Programming Interface (API) allows authorized computer programs to read and write data from the Socrata system over the Internet. A Socrata Open Data API is automatically created for every published dataset or view.

Premium API

Enterprise-class APIs, created in Socrata API Foundry, to provide scalable, reliable and secure data APIs to mission-critical cloud and mobile applications. Premium APIs can be customized, managed, throttled, and analyzed by Administrators. They also provide full API-specific documentation, client code for developers, an live API console, and an automatically generated API catalog.

Usage Limitations

Storage:	Unlimited
Bandwidth	5 TB
API Calls per Month	100M
Geocoding Requests per month	500,000

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Appendix 1: Socrata Products and Services Descriptions

Subscription Services

Socrata Open Data Platform

The Socrata Open Data Platform enables government leaders to deliver on their transparency and digital government initiatives with unprecedented speed and costs savings. The Portal offers a complete software-as-a-service platform that unlocks the organization's data from its legacy silos and puts it into people's hands. It simplifies the entire data lifecycle, from capture and collection to distribution and consumption. Key Open Data Portal functionality includes:

- **Socrata DataSpace:** An elastic cloud-based data storage, indexing and retrieval service that simplifies data management and automatically optimizes access for a wide variety of data sources.
- **Socrata Data Publishing Services:** Easy-to-use tools for publishing and updating data from spreadsheets, file systems and transactional databases, including real-time automated publishing.
- **Socrata Data Discovery and Visualization:** Consumer friendly interfaces that make it easy to discover data, explore it online, visualize it with charts and maps, and share it with others.
- **Socrata Open Data API (SODA):** An open, standards-based API that automatically provides RESTful access and an expressive query language for every dataset.
- **Socrata Open Data Federation Services:** A game-changing technology that enables two or more organizations to exchange and aggregate their data, with one click.
- **Socrata Data Player:** A web widget that allows government agencies to embed live data, maps and charts on their agency websites.
- **Socrata Sitewide Analytics:** Real-time analytics on usage, distribution and traffic patterns for each dataset in the Open Data Portal.
- **Socrata Mondara:** Extends the open data experience to geospatial data that was previously only accessible to GIS experts. Mondara makes it easy for the other 99% of users to create rich online maps instantly, and use this valuable data to power location-based services.
- **Socrata API Foundry:** a powerful wizard-based application that simplifies the creation, deployment and management of enterprise-class APIs for mission-critical cloud and mobile applications. It dynamically creates an API catalog featuring documentation, client code libraries, and an interactive test console for each API to help developers discover, explore, and start using your APIs right away. It also includes enterprise-class capabilities for IT administrators to control fine-grained API access and security, management of application tokens, throttling, and API analytics to monitor trends and usage patterns in real-time.

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Socrata API Foundry

Socrata API Foundry offers data-rich organizations a powerful new way to modernize their data integration infrastructure, participate in the data economy, and support developer ecosystems around their data. API Foundry extends any enterprise system or data source with Application Programming Interfaces (APIs) that can be created and deployed in minutes to internal IT programmers, partner organizations, or external developer communities.

Socrata API Foundry includes powerful features that simplify the creation, deployment, and management of developer-ready APIs, including:

- A wizard-based application that allows a business analyst to create, customize, and deploy an API in minutes, from virtually any data source.
- Dynamic creation of an API catalog featuring documentation, client code libraries and an interactive test console for each API, to help developers discover, explore and start using your APIs right away.
- Enterprise-class capabilities for IT administrators to control fine-grained API access and security, manage application tokens, and allocate API resources in real-time.
- Internet-scale SLAs to support API deployments for mission-critical web and mobile applications and other enterprise integration interfaces.
- API analytics to monitor trends and application usage patterns in real-time.

(API Foundry can be sold and deployed as a standalone product or seamlessly integrated into any Socrata product, including the Open Data Portal.)

Socrata Open Data Apps

As a complementary solution to the Socrata Open Data Platform, Socrata also delivers Socrata Open Data Apps. These apps are ready-to-deploy consumer apps that are purpose built for specific high-value datasets.

- **Open Budget:** A ready-to-deploy app that lets citizens explore their government's budget, along every step of the process, and at every level of the allocation hierarchy. Users, with and without budget data expertise, are able to understand how the budget impacts their interests and their neighborhood, via an intuitive and location-aware UX. For use with Socrata Open Data Portal and as part of the Socrata Financial Transparency Suite of apps that used together, provide an end-to-end view of the flow of public money. Includes up to 15 hours of professional services.

- **Open Expenditures:** A ready-to-deploy app that provides easy, intuitive ways for any user to explore and visualize their government's expenditures, by department, by type, and by vendor, for any given date range. The intuitive consumer-style user interface allows users to visualize trends, compare expenditures across departments, find total spend by vendor, and drill-down to the checkbook-level data.

Professional Services and Support

Open Data Launch Packages

The Socrata Client Services Methodology (CSM) will allow us to quickly and efficiently deploy your Open Data solution. As part of the CSM process the Socrata team will guide you from project kickoff and charter through to Go-live and launch. This service includes a Program Manager to lead the deployment, a Socrata Designer to work with you to design your Open Data Portal, and a Socrata Data Analyst will help you identify, transform, load, and visualize your data. The Socrata data analyst will help you curate your datasets for quality and will pay special attention to visual presentation and end consumer result. Weekly meetings will be run by the Socrata team throughout your deployment and up until your launch date, to assure success and deliver the anticipated results.

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Specific deliverables of your open data launch include:

Open Data Launch Package - Starter, Includes:

- Project charter
- (1) Kickoff call and up to (6) weekly meetings through launch date
- DNS and SSL setup
- Site skinning, styling, and CSS
- Custom header and footer
- Integration of "suggest a dataset" functionality
- Administrative training
- Training on the upload of your first dataset via Socrata University
- Real-time integrated help connecter for support.socrata.com
- Enrollment in Socrata University 101, 201 and API 101 classes
- Initial data upload of up to 5 datasets
- Data curation of up to 10 datasets
- Custom Social Data Player styling and configuration
- Graphic Design and implementation of your home page stories
- Graphic Design and implementation of your home page featured datasets

Total professional services hours not to exceed 25 hours in aggregate among Socrata staff.

This package also includes the help from our marketing and public relations team to help you with your public launch. Including a PR kit, support for a kickoff event, and open data collateral to share with internal staff.

Open Data Applications Launch Package, Includes:

Open Budget:

- Creation of project charter including goals for go-live
- App Activation
- (1) Kickoff call and up to (3) meetings through launch date
- DNS setup
- Administrative training on the app including content management
- Training and education on the app and on the data schema including supporting documentation
- Training and education on data ingress and our toolset, including DataSync™
- Data integration services within scope of total hours budget
- Assistance in training on the upload of your first dataset via Socrata University
- Enrollment in Socrata University 101, 201, API, and Integration Classes

Open Expenditures:

- Creation of project charter including goals for go-live
- App Activation
- (1) Kickoff call and up to (3) meetings through launch date
- DNS setup
- Administrative training on the app including content management
- Training and education on the app and on the data schema including supporting documentation
- Training and education on data ingress and our toolset, including DataSync™
- Data integration services within scope of total hours budget
- Assistance in training on the upload of your first dataset via Socrata University
- Enrollment in Socrata University 101, 201, API, and Integration Classes

Total professional services hours not to exceed 30 hours in aggregate among Socrata staff.

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Socrata Basic Customer Support Packages

The Socrata Basic Customer Support Package includes the following elements. This package does not include support for customizations performed by Customer.
Elements include:

- Access to the Socrata knowledge base via the support portal at support.socrata.com
- Access to the Socrata Community portal
- 8:00am to 5:00pm PT Email and Phone support
- Four-hour response window during business hours

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Appendix 2: Socrata General Terms & Conditions

1. Definitions

The terms defined below or elsewhere in this Agreement will have their respective meanings when used in this Agreement.

"Confidential Information" means any information that a receiving party knows or has reason to know is confidential or propriety information of the disclosing party. However, Confidential Information does not include any information that: (a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Agreement; (b) is independently developed by the receiving party; (c) is acquired by the receiving party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party.

"Customer" means the party signing the Order Form, including all employees, agents, representatives or contractors who use the Service on behalf of Customer.

"Customer Content" means any datasets, discussion forums, and other interactive areas, features or services which Customer creates, posts or stores or uploads to the Site, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that Customer has not designated as private.

"Order Form" means the order form to which these terms are attached, which describes the Services to be purchased by Customer and the prices therefor.

"Private Customer Content" means Customer Content that Customer designates as private through the Socrata User Interface ("Socrata UI"). Private Customer Content will be treated as Confidential Information.

"Site" means the Customer web properties using the Socrata software applications under this Agreement.

"User" means any third party end user (who is not an employee, agent, representative or contractor of Customer) that accesses the Site.

"User Content" means any datasets, discussions, saved views and visualizations, comments and other data posted or submitted by a User in any discussion forums or other interactive areas through use of the Customer Content on a Site for which Socrata provides Services hereunder.

2. Limited License; Changes

(a) License to Customer. Customer is hereby granted a limited, nonexclusive, non-sublicensable, non-transferable license to access and use the Site, the online Socrata software applications made available by Socrata, if any, for use by Customer with the Site ("Site Applications") and the Services, including the right to load, store and display Customer Content on the Site. The license is subject to the

terms of this Agreement and does not include the right to: (i) operate or use the Site or the Site Applications on behalf of other entities or persons (e.g., operate as a service bureau) other than as may be approved by Socrata; (ii) modify, reverse engineer or otherwise make any derivative uses of the Site or the Site Applications, or any portion thereof; or (iii) use of the Site, the Site Applications or the Services other than for their intended purposes. Customer will use the Site, Site Applications and the Services in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws. Any use of the Site, the Site Applications or the Services other than as specifically authorized herein, without the prior written permission of Socrata, is strictly prohibited and may result in Socrata terminating the license.

(b) Changes to Service. Socrata regularly upgrades and updates the Services and Site Applications. This means that the Services and Site Applications are continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes. The changes may also mean that Customer needs to upgrade its equipment in order to make efficient use of the Services. Socrata will provide Customer with advance notification in this case.

3. Customer Password; Access to Private Customer Data

(a) Customer Passwords. Customer agrees to (i) maintain the security of Customer's password or key provided by Socrata to access and load Customer Content on the Site; and (ii) accept all risks of unauthorized access to the Customer Content or other information Customer provides to Socrata. Customer is responsible for all activity that occurs under Customer's account, and Customer should not share Customer's password with any third party.

(b) Private Customer Content Access. The Customer, using Socrata UI, will control access of Users to Private Customer Content. The Services will restrict permissions to such Private Customer Content accordingly. Socrata is not responsible for verifying the identities of anyone using log-in credentials to access the Private Customer Content, and shall have no liability for any unauthorized access.

4. Fees; Payment

Customer agrees to pay the fees described in the Order Form during the term of this Agreement ("Service Fees"). Platform Fees entitle Customer to certain data storage and data delivery levels each month, as measured in 'bytes' and detailed on the Order Form. If Customer exceeds the applicable Services monthly usage limits, Socrata will notify Customer of such overage. Customer will either take steps to keep its usage under the applicable limits, or engage with Socrata to upgrade the Service to the appropriate usage level. If Customer exceeds the monthly usage limits for 3 consecutive months during the term of this Agreement and has not engaged with Socrata to upgrade the Service to the appropriate usage level, Socrata may terminate the Services by written notice to Customer. Socrata may suspend Customer's access to the Service if Customer fails to pay Service Fees. Customer will reimburse Socrata for the reasonable travel related costs it incurs in connection with this Agreement, provided Customer has pre-approved said travel.

Payment is due within thirty (30) days of invoice. If Socrata has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Socrata with a valid tax exemption certificate authorized by the

appropriate taxing authority. If any charges are not received from Customer by the due date, then at Socrata's discretion, (a) such charges may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

5. Confidentiality

Each party reserves any and all right, title and interest that it may have in or to any Confidential Information that it may disclose to the other party under this Agreement. The receiving party will protect Confidential Information of the disclosing party against any unauthorized use or disclosure to the same extent that the receiving party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information. The receiving party will use any Confidential Information of the disclosing party solely for the purposes for which it is provided by the disclosing party. This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the receiving party 's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the parties; (b) any use or disclosure required by applicable law (e.g., pursuant to a government order, applicable securities laws or legal process), provided that the receiving party uses reasonable efforts to give the disclosing party reasonable advance notice thereof (e.g., so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the consent of the disclosing party.

6. Customer Content

(a) Customer Content. Customer is solely responsible for all Customer Content and the use of the interactive areas of the Site by Customer. Customer agrees not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site (including in its datasets) Customer Content that is (i) libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable; (ii) would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; (iii) may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; or (iv) contains the private information of any third party, including, without limitation, Social Security numbers and credit card numbers. By posting any Customer Content, Customer represents and warrants that Customer has the lawful right to distribute and reproduce such Customer Content.

(b) No Liability for Content. Socrata takes no responsibility and assumes no liability for any Customer Content or User Content posted, stored or uploaded on the Site or Services by Customer or any third party, or for any loss or damage thereto, nor is Socrata liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity that Customer and its end users may encounter. Customer's reliance on any content that it obtains through use of the Site, the Site Applications and the Services is at Customer's own risk.

(c) Removal of Content; Violations. Although Socrata has no obligation to screen, edit or monitor any of the Customer Content or other non-Socrata provided content posted on the Site or to the Services, SOCRATA RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SITE OR UPLOADED TO THE SERVICES AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR TO REQUIRE CUSTOMER TO DO THE SAME, AND CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE. Any use of the Site, the Site Applications or the Services in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of Customer's right to use the Site, the Site Applications and the Services.

7. **Ownership; Licenses from Customer**

(a) Customer Content. Customer owns all Customer Content, including any intellectual property rights therein, but excluding the Suggestions described in Section 8 below.

(b) Socrata Ownership. Socrata solely owns the intellectual property in the Site and the Site Applications. Unless explicitly stated herein, nothing in this Agreement will be construed as conferring any license to Customer of any other intellectual property rights of Socrata or its third party licensors or suppliers, whether by estoppel, implication or otherwise.

(c) Licenses from Customer.

(i) During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, sub-licensable royalty-free right to use, reproduce, modify, adapt, publish, create derivative works, distribute, perform and display any Customer Content (excluding Private Customer Content) in connection with Socrata's provision of Services to Customer or to Socrata's provision of services to users. Customer understands that once content has been provided to users, Socrata has limited ability to restrict or control that content.

(ii) During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, royalty-free right to use, reproduce, modify, adapt, publish, create derivative works, distribute, perform and display any Private Customer Content solely in connection with Socrata's provision of Services to Customer.

(d) Customer Marks. Customer grants Socrata and its affiliates and sublicensees the right to display and use Customer's name, trademark and/or logos provided by Customer (the "Customer Marks") in connection with the Customer Content and the Site. All goodwill associated with Socrata's use of the Customer Marks will inure to the benefit of Customer.

8. **Suggestions**

By submitting suggestions or feedback to Socrata regarding the Site, the Site Applications or the Services, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants Socrata an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.

Socrata
The Data Experience Company™

9. Infringement

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Socrata has adopted a policy of terminating, in appropriate circumstances and at Socrata's sole discretion, Users and Customers who are deemed to be repeat infringers. Socrata may also at its sole discretion limit access to the Services and Site and/or terminate the accounts Customer if Socrata receives complaints that the Customer Content infringes any intellectual property rights of others, whether or not there is any repeat infringement.

10. Support

Socrata will provide support to Customer in accordance with Socrata's general support services described at http://support.socrata.com/home.

11 Publicity

Socrata may use the Customer Marks on Socrata's website, on publicly available customer lists, and in media releases to identify Customer as a customer of Socrata. Subject to pre-publication review, Customer may agree to participate with Socrata in the development and publication of a press release announcing the launch of the Services, a case study and reasonable requests for participation in live events highlighting Customer's use of the Services.

12. Representations and Warranties

Customer represents and warrants that (a) Customer owns and controls all of the rights to the Customer Content or Customer otherwise has the right to post such Customer Content to the Site; (b) the Customer Content is accurate and not misleading; and (c) the use and posting of the Customer Content does not violate this Agreement and will not violate any rights of or cause injury to any person or entity. Customer acknowledges and agrees that Socrata may collect and analyze the data and data structures Customer or any User posts on the Site, whether private or public, and Customer's other activities on the Site in order to tailor the Services on Socrata to individual user needs and interests and make the Services the best possible user experience.

13. Reserved.

14. Warranty Disclaimer

THE SITE, SITE APPLICATIONS AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOCRATA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS IN THE SITE. WHILE SOCRATA WILL ATTEMPT TO MAKE CUSTOMER'S ACCESS AND USE OF THE SITE, SITE APPLICATIONS AND SERVICES SAFE, SOCRATA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, SITE APPLICATIONS OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT ARE OUTSIDE SOCRATA'S REASONABLE CONTROL.

Socrata
The Data Experience Company™

15. Term; Termination; Survival

(a) Term. The term of this Agreement is as set forth on the Order Form. Thereafter, the Agreement will automatically renew for successive 12-month periods unless either party gives notice within 60 days of the end of the then-current term.

(b) Termination. If either party breaches this Agreement and does not cure such breach within 30 days of receipt of written notice from the other party of such breach, the non-breaching party may, without notice and in its sole discretion, suspend Customer's use of the Site, Site Applications and the Services (with respect to Socrata) or terminate this Agreement (with respect to both Customer and Socrata). Upon termination, Socrata will take down the Site, Site Applications and Services (as applicable), delete any Customer Content stored on its systems (provided that Socrata may keep one copy of the Customer Content for archival purposes in the event of any future actions arising out of the Agreement) and delete any publishers and administrators unique to Customer's domain. CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE.

(c) Survival. Sections 1, 4, 5 6(a), 6(b), 7(a), 7(b), 8, 12, 14, 15(b), 15(c) and 16-23 shall survive termination of this Agreement.

16. Limitation of Liability

IN NO EVENT WILL SOCRATA, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF SOCRATA, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY EXCEED ANY FEES CUSTOMER PAID TO SOCRATA IN THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

17. Applicable Law and Venue

This Agreement will be governed by and construed in accordance with the laws of [CUSTOMER JURISDICTION], without resort to its conflict of law provisions. Each party agrees that any action at law or in equity arising out of or relating to this Agreement will be filed only in the state and federal courts located in [CUSTOMER JURISDICTION] and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

18. Arbitration

CUSTOMER AND SOCRATA AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THIS AGREEMENT, THE SITE, THE SITE APPLICATIONS AND/OR THE SERVICES WILL BE FINAL AND BINDING ARBITRATION, except that with respect to any claims that a party has infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade

secret rights, then the parties acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought arbitration under this Agreement will be conducted by a mutually agreed upon arbitration body under the American Arbitration Association ("AAA"). The location of the arbitration will be in Seattle, Washington and the allocation of costs and fees for such arbitration will be determined in accordance with such AAA Rules and will be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction.

In no event will any claim, action or proceeding by Customer related in any way to the Site, the Site Applications and/or the Services be instituted more than three (3) year after the cause of action arose.

19. Notices

Any notice provided pursuant to this Agreement will be in writing and will be deemed given (a) if by receipted email or facsimile, upon electronic confirmation thereof; (b) if by hand delivery, upon receipt thereof; (c) if by prepaid, certified or registered mail or courier, upon confirmation of the delivery of such mail by return receipt or signature confirmation; or (d) if by next day delivery service, upon such delivery. All notices to Customer will be addressed to the address and person designated on the Order Form. All notices to Socrata will be addressed to Socrata, Inc., 83 King Street, Suite 107, Seattle, WA 98104 Attn: VP Finance and Administration; Fax: 206-452-2010.

20. Assignment

Neither this Agreement nor any interest in this Agreement may be assigned by Customer without prior express written approval of Socrata.

21. Severability

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable portion had never been included. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

22. Entire Agreement

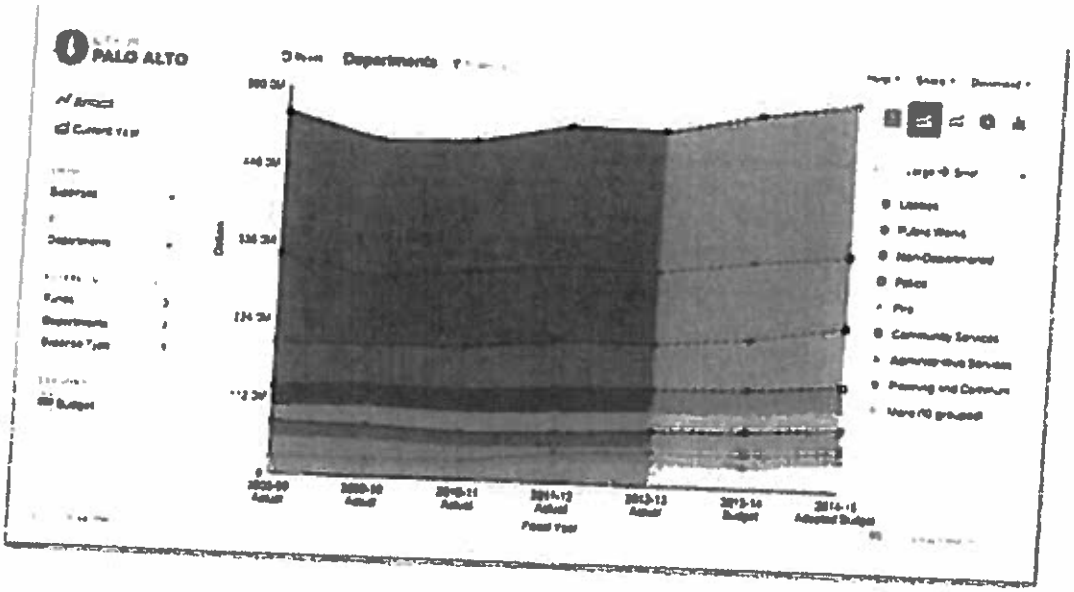
This Agreement terminates and supersedes all prior understandings and agreements of the parties regarding the Site, the Site Applications, the Services and the other subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. This Agreement does not alter in any way the terms or conditions of any other agreement Customer may have with Socrata, or its subsidiaries or affiliates, for other products, services or otherwise.

Socrata
The Data Experience Company™

23. U.S. Government Restricted Rights.

The Site, Site Applications and Services are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Site, Site Applications and Services, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies.

OpenGov Proposal for Monroe County, FL



Submitted by OpenGov, Inc.

CONTACT PERSON
Ryan Arnett
rarnett@opengov.com
(650)-265-7104

COMPANY
(650) 336-7167
contact@opengov.com
1023 N Shoreline Blvd, Suite 100
Mountain View, CA 94043

OPENGOV

Summary

The OpenGov Platform is the world's most powerful management reporting and financial transparency tool for governments. The Platform visualizes County financial data on the web, matching General Ledger data to the Chart of Accounts and enabling users to generate their own graphs and charts with a few clicks of a mouse. Users can drill-down to the object or project level, filter data by fund, department, or object code and instantly compare operations to budget. See for yourself: http://info.opengov.com/opengov-in-5-minutes

OpenGov Delivers

- Powerful Internal Financial Analysis
- Dynamic Financial Presentations
- Engaging Public Transparency

Return on Investment

- Data Driven Decisions
- Saved Staff Time
- Enhanced Public Trust

The OpenGov Advantage

- Available Anytime, Anywhere on the Web
- Both Internal Analysis And Public Transparency
- Specialized for Financial Data, The Most Complex And Important Data
- Compatible With All Financial Systems
- Rapid Implementation

Customer Success

More than 190 governments all over the country and internationally have joined OpenGov. Here are some examples of their success:

"The City Council - across the board - said they wanted more reports like this. OpenGov is more informative than basic audit reports. It sets a new standard. I've never seen our Council so excited about financial data presentation."

- Kim Sarkovich, Assistant City Manager/CFO Rocklin, CA

"OpenGov helps the Town of Atherton save hundreds of hours each year communicating financial information to council and the community."

- George Rodricks, City Manager Atherton, CA

"We are currently updating our 10 year financial strategic plan for the City of Thousand Oaks, and the 10 years of historical data on the OpenGov platform will prove to be extremely valuable during this process."

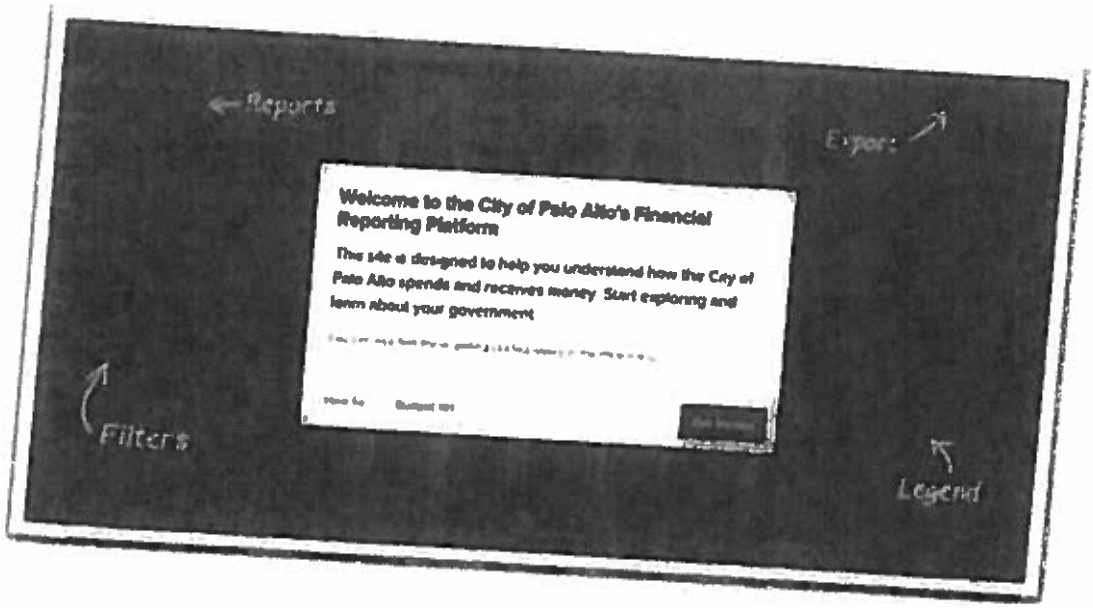
- Jamie Boscarino, Finance Director Thousand Oaks, CA

"The trust this builds in our community is priceless."

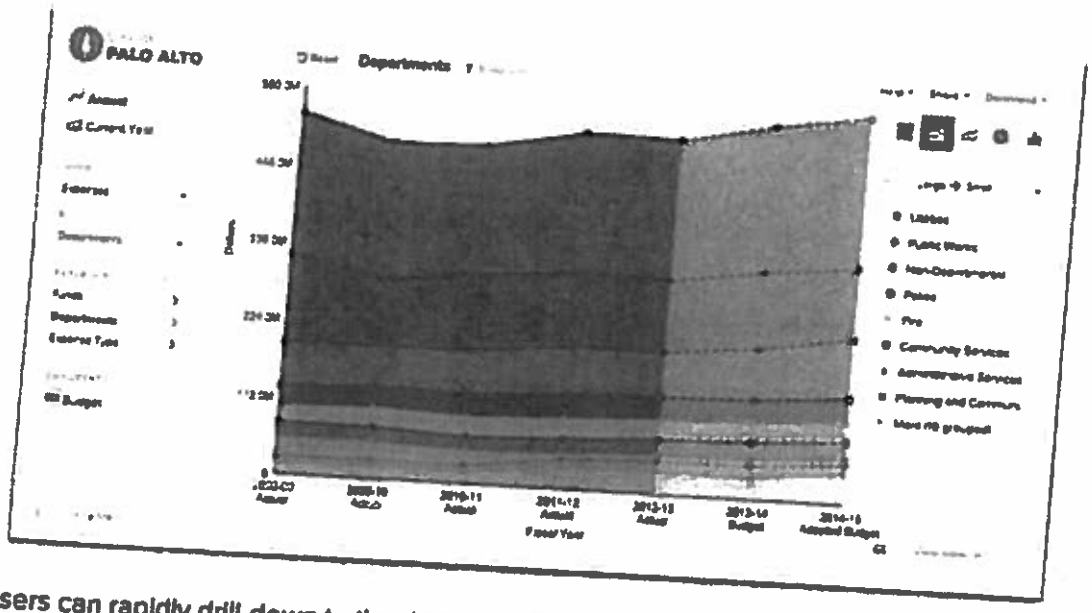
- James Keene, City Manager Palo Alto, CA

Intuitive User Experience

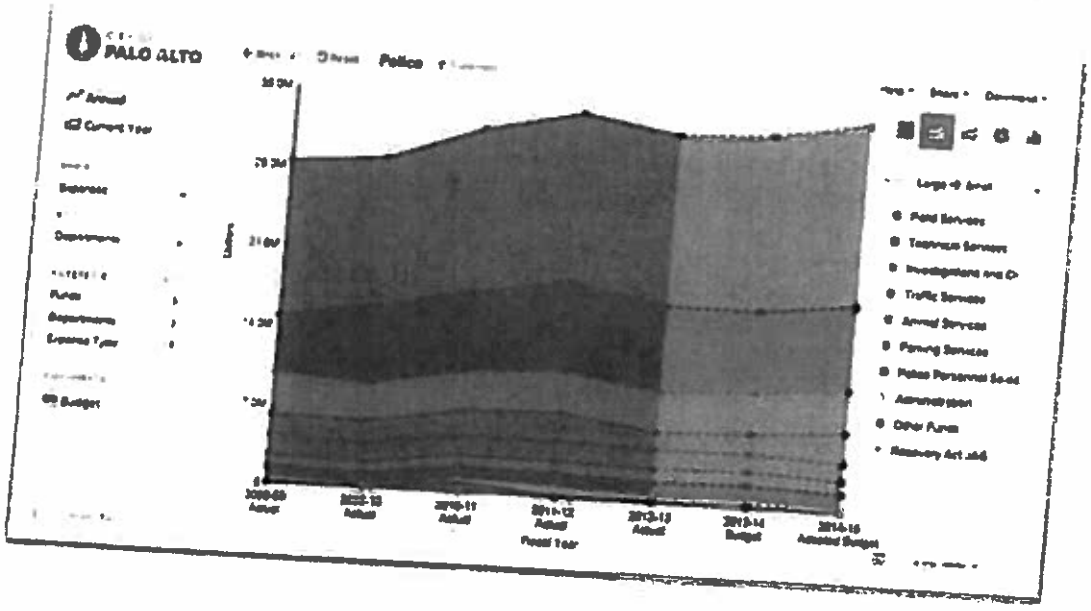
When a user first visits the OpenGov Platform, he or she sees a welcome screen that orients the user to the site.



Users then see a visual, high-level summary of where the organization is receiving funding from, and how those funds are being spent.

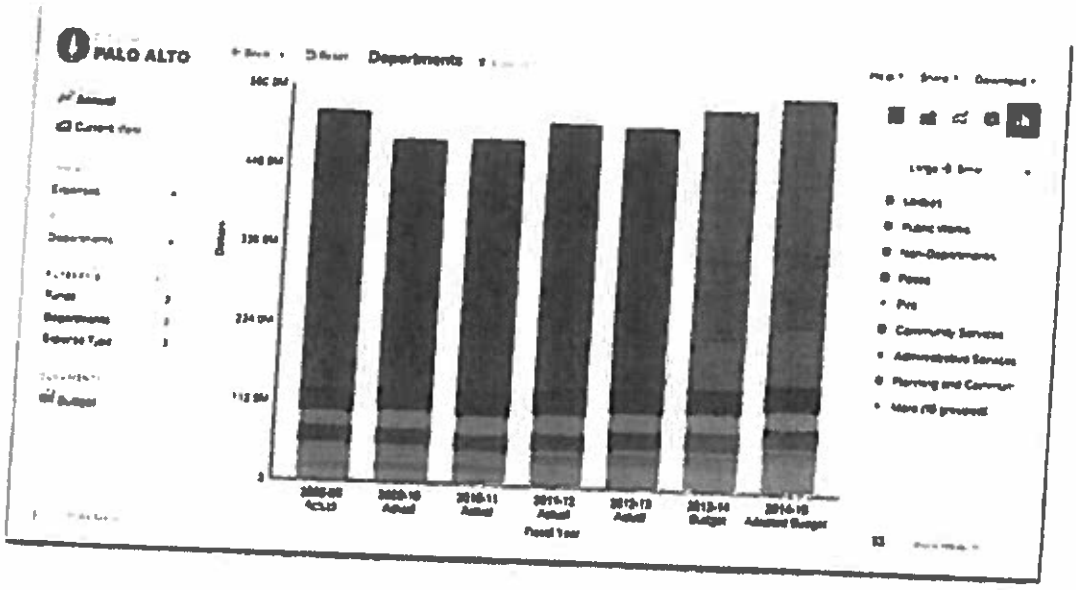


Users can rapidly drill-down to the details by simply clicking on the subject of interest.

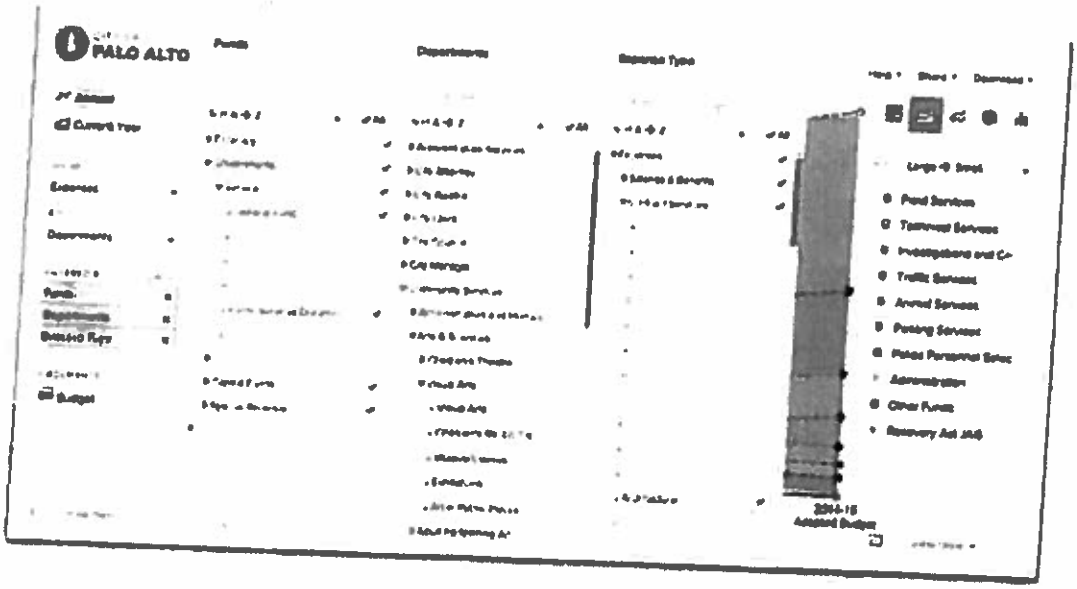


OPENGOV

Users can view multiple types of graphs, including stacked line, stacked percentage, line, bar, and pie charts.



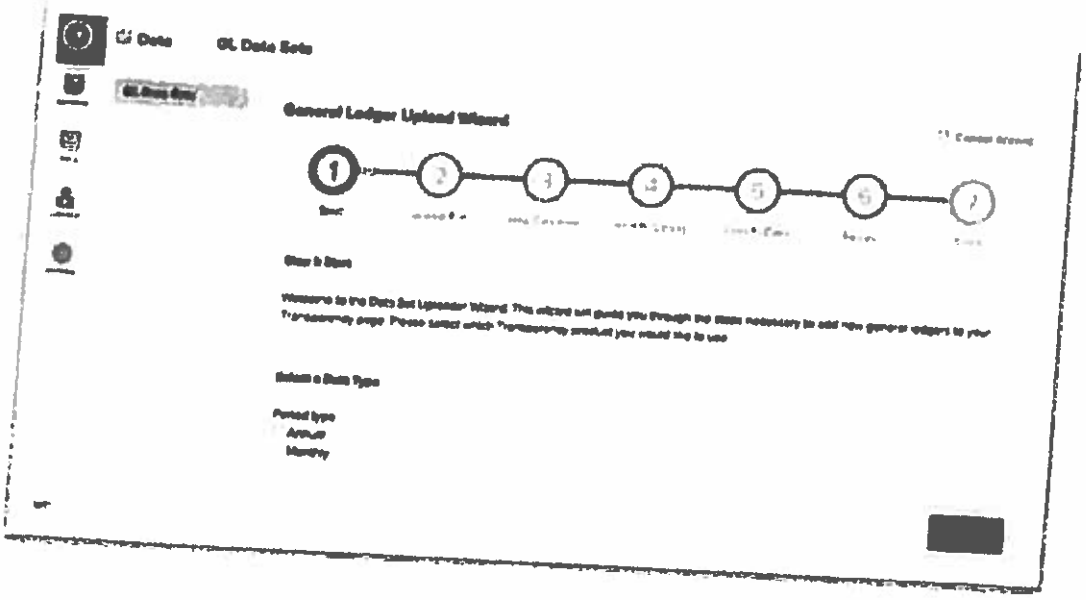
Users can also filter the data by fund, department, or expense or revenue type and export tables and graphs as images and spreadsheets.



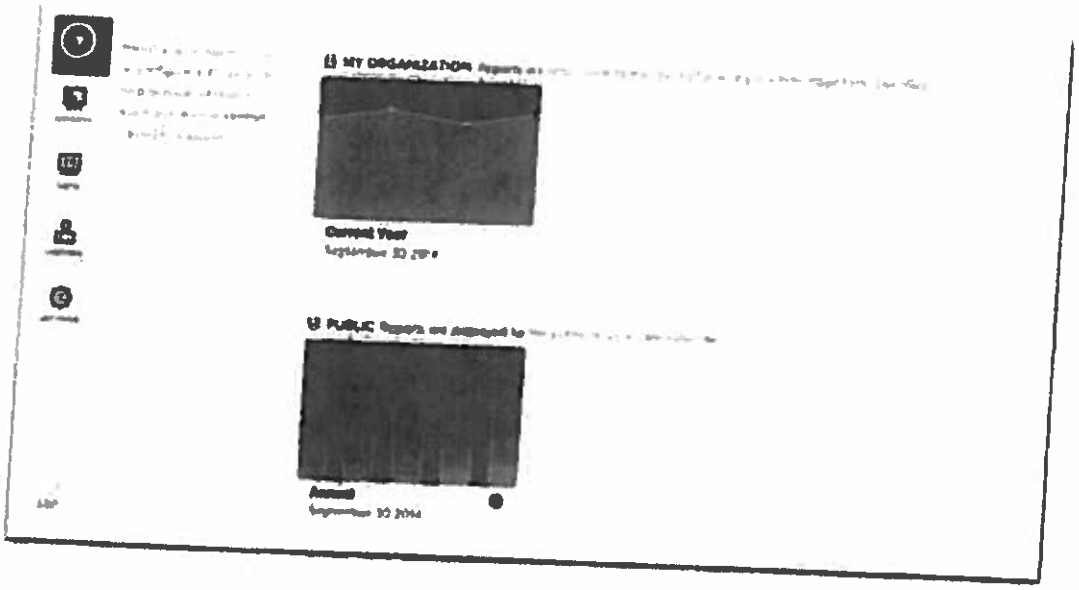
OPENGOV

Customer Control

The County will have full control over its site through OpenGov's Control Panel. The Control Panel allows users with administrator privileges to view visitor analytics and upload new data at any time.



Administrators can also edit reports and make them public or private so they are viewable only by County staff. Users with password access can view private versions of each report.



Powerful Reports

OpenGov will implement four reports:

- Annual: Visualize trends in spending and revenue data. Drill-down to the object or project level.
- Current Year: Compare actual spending in the current year to budget and to prior years.
- Balance Sheet: See the County's assets, liabilities, and equities in graphical and tabular form.
- Transactions: Analyze the County's transactions through a tabular view that links each transaction to the County's Chart of Accounts.

The County can create a public and a private version of each report.

OPENGOV

Cutting Edge Technology

OpenGov sites are securely hosted on Amazon AWS cloud servers and are accessible from any computer with an internet connection and a web browser anywhere in the world. The public can easily access the County's OpenGov site from a link on the C County's website.

OpenGov's powerful software will allow the County to:

- Analyze data through a user-friendly interface designed to make complex data accessible to every citizen, staff member, and elected official.
- View data in multiple graphical formats: stacked line, percentage stacked line, trend line, bar graph, and pie chart – as well as tabular formats.
- View and analyze data according to the structure the County's own Chart of Accounts.
- Filter data by simultaneously by fund, department, expense type and any other category present in the County's Chart of Accounts and view data at any level.
- Display information for multiple departments, division, funds, or financial categories on the same graph.
- Compare current year spending trends to budget and to historical spending trends.
- Download general ledger data to image, table, or spreadsheet.
- View educational and tutorial content designed to introduce users to municipal finance.
- Enable access by unlimited users 24/7.

Rapid Onboarding

The OpenGov Platform deploys quickly with minimal effort by County staff. Sites can be ready for release in a matter of weeks with just hours of work from County staff.

The OpenGov Platform uses off-the-shelf reports from any ERP or accounting system. The County will provide data in Excel or CSV format using the same reports employed for monthly budget to actual reports or for audits as part of the year end evaluation process. Our staff does not need to access your internal accounting system, we simply port the data to the Platform to build your site.

OpenGov will perform the necessary data work required to construct the site and will also maintain and host the County's site for the duration of the contract. OpenGov will also provide all necessary support and training. An OpenGov Account Manager will be available for phone support regarding the product and any technical issues.

OpenGov's Technical Services Division will construct the County's site. Our Technical Services Division is led by professionals with decades of combined experience in municipal finance and has guided 160+ governments through the site building process.

OpenGov will follow project management best practices in building and maintaining the County's site. The key milestones are as follows:

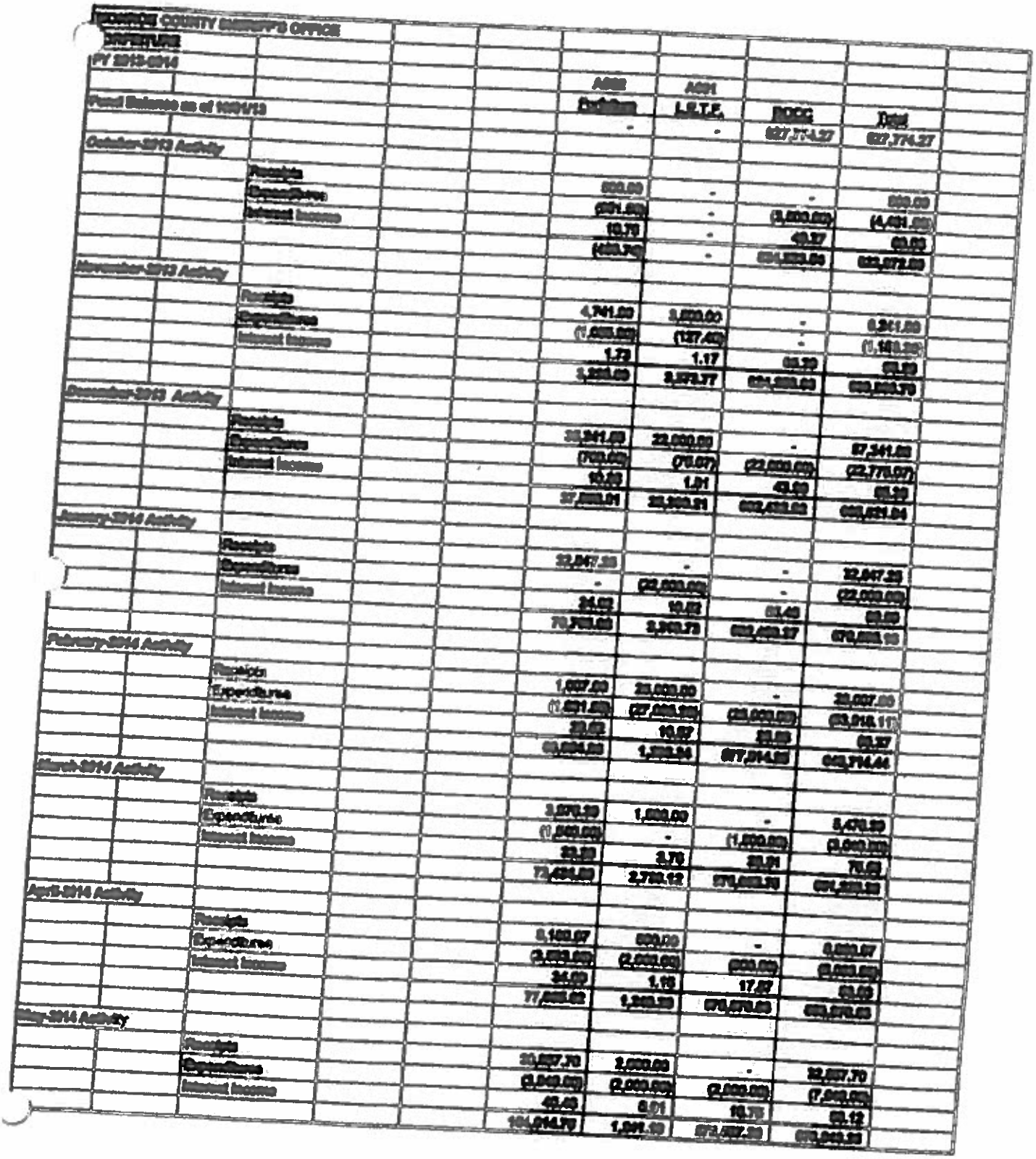
1. Kick-off Call with OpenGov's Technical Services Division and the County's team, during which OpenGov will guide the County through the data export process.
2. The County sends OpenGov a data sample.
3. OpenGov's Technical Services Division reviews the sample and provides feedback.
4. The County sends its data export.
5. OpenGov prepares a draft site for customer review. The draft site is private and not open to the public.
6. The County provides comments on the draft site and OpenGov implements the comments.
7. The County approves the site. OpenGov provides training for staff as needed.

Costs

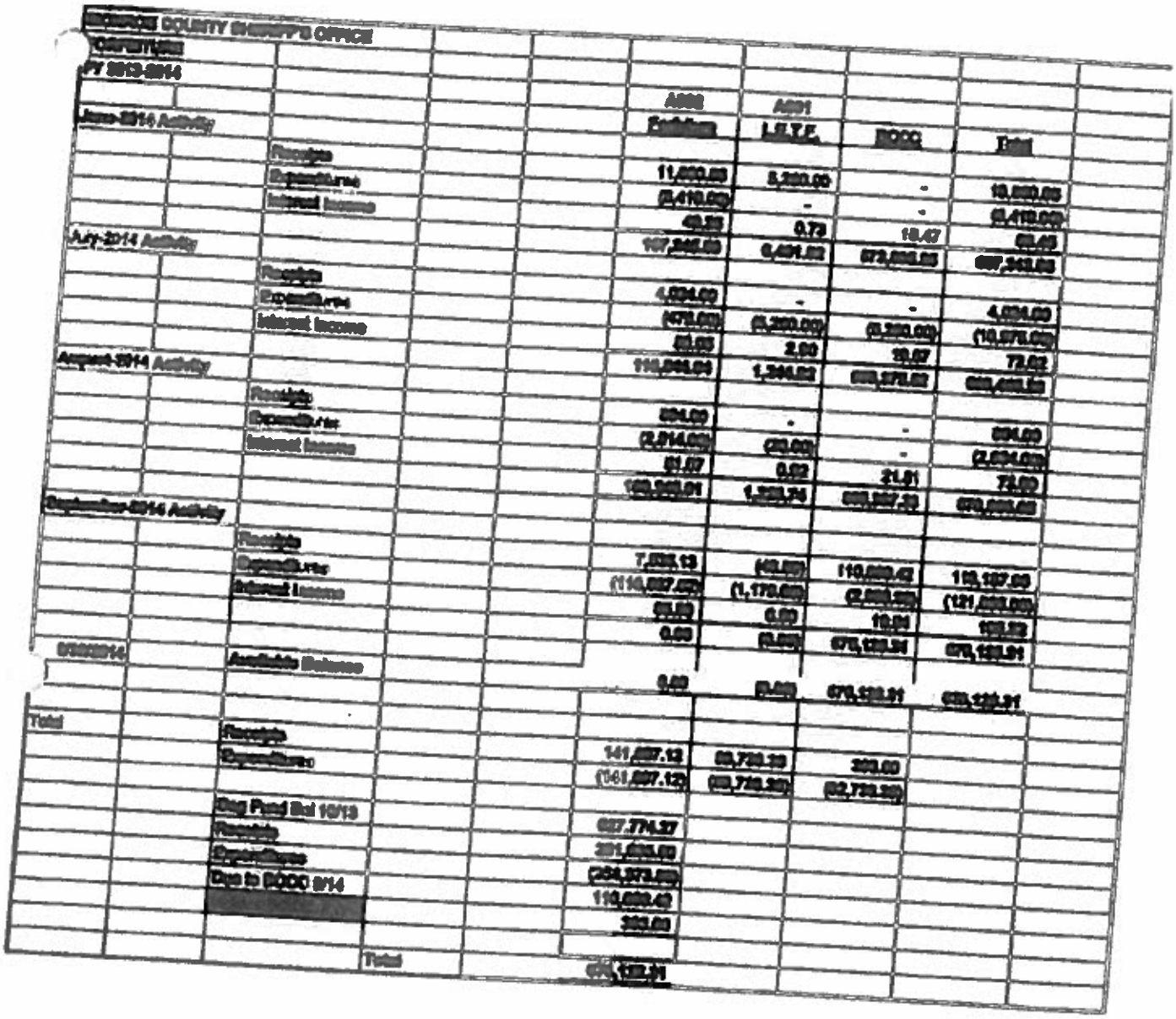
The County will pay OpenGov a flat annual fee of $34,500 for this software service. There is no onboarding fee if the County signs before January 1, 2015. After December 31st 2014, there will be a $8,625 implementation fee.

This price includes:

- OpenGov's Annual, Current Year, Balance Sheet, and Transactions Views.
- Site hosting on multigeographic, redundant Amazon cloud servers.
- Site maintenance.
- Data updates.
- Technical support.
- Training webinars.



\ohl\Forfeiture\LETF Forfeiture Summary FY 2014FY 2014



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BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: County Administrator

Bulk Item: Yes X No Staff Contact /Phone #: Elaine Ferda x4441

AGENDA ITEM WORDING: Approval of the appointment of Anne-Marie Victor-Howe to the Historic Preservation Committee in the position of Professional.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION: On 6/1/99 the BOCC passed Ordinance 022-1999 providing the BOCC appoint four professionals in the areas of architecture, history, architectural history, planning, archeology or other related historic preservation fields and one lay person with experience or knowledge in the same to the Historic Preservation Committee.

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:	Historic Preservation Committee
Commissioner Appointing Member:	Full Board
Name of Member:	Anne-Marie Victor-Howe
Address:	149 Sunrise Drive Tavernier, FL 33070
Mailing Address:	
Phone Numbers:	Home: (305)916-0041 Work: ____ Fax: ____ Email: amyvhowe@gmail.com
Date of Appointment: (The date of this BOCC agenda item)	1/20/16
Is this a Reappointment?	Yes X No ____
New Term Expiration Date:	1/20/2019
Name of Person Being Replaced:	James Clupper
Fulfilling Term of:	____

Ferda-Elaine

From: Historic Florida Keys Foundation <hfkf@bellsouth.net>
Sent: Monday, December 14, 2015 8:51 AM
To: Ferda-Elaine
Subject: Fw: Historic Preservation Commission - résumé

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Elaine,
Anne-Marie Victor-Howe is interested in serving on the HPC. She is highly qualified and would make a great candidate for our vacant position. Please let me know if we can get her on the January BOCC agenda.

Thanks,Diane

On Saturday, December 12, 2015 3:53 PM, Diane Silvia <hfkf@bellsouth.net> wrote:

Thank you so much Anne-Marie

Sent from my iPhone

> On Dec 12, 2015, at 3:25 PM, Anne-Marie Victor-Howe <amvhowe@gmail.com> wrote:
>
> Dear Diane,
>
> Here is my résumé.
>
> I'm much looking forward to serving on the Commission!
>
> Best,
>
> Anne-Marie
>
> Anne-Marie Victor-Howe
> 149 Sunrise Drive, Tavernier, FL 33070
> (305) 916-0041

>
>
> <victor-howe_resume_academic_2015.docx>

ANNE-MARIE VICTOR-HOWE

149 Sunrise Drive, Tavernier, FL 33070

(305) 916-0041

amvhowe@gmail.com

EMPLOYMENT

Peabody Museum of Archaeology and Ethnology, Harvard University, Cambridge, MA

Curatorial Associate for North American Ethnology, 1993-2003.

- Researching, analyzing and interpreting objects in the Peabody's North American ethnographic collection;
- Lecturing about ethnographic objects;
- Facilitating research visits by scholars and Native American artists;
- Writing grants for funding from a variety of government (e.g., U.S. National Park Service) and non-profit organizations;
- Initiating and leading the commission of a new totem pole for the Peabody Museum, carved by a Tlingit master carver;
- Coordinating the ceremony and protocol for installing the new pole at the Peabody;
- Video recording repatriation of the old pole to Alaska;
- Curating and writing *Rainmakers from the Gods; Hopi Katsinam,* exhibits at Tozzer Library (Harvard) and online;
- Initiating and coordinating a lecture and demonstration of Mid-Columbia basketry weaving by an Upper Chinook artist;
- Giving lecture tours of selected exhibits to Dartmouth College graduate students;
- Tutoring Harvard University, Harvard Divinity School, and University of Massachusetts undergraduate and graduate students;
- Supervising Harvard College student internships in anthropology at the Peabody Museum.
- Researching and analyzing historical photos of Northwest Coast subjects in the Peabody Museum's archives;
- Researching and writing assessments of Native American objects requested by the tribes under the Native American Graves and Repatriation Act (NAGPRA);
- Researching and writing extended descriptions of nine objects for *Arts of Diplomacy, Lewis and Clark Indians Collections,* a book about the Peabody Museum of Archaeology and Ethnology's collections of ethnographic objects from the Lewis and Clark Expedition;

State of Alaska, Department of Fish and Game, Juneau, Alaska, 1991-1993
Subsistence Specialist. Researched and analyzed subsistence use patterns of the Tlingit, Haida, and Tsimshian; researched historic and modern Tlingit and Haida trade patterns; wrote a report on Tlingit and Haida trading activities.

University of Alaska Museum, Fairbanks, Alaska, 1986-1991
Associate Curator of Ethnology. Researched the ethnographical and archaeological collection of Otto Geist, an Alaskan naturalist, ethnographer and archaeologist; implemented an exhibit and gave several lectures about Geist.

CONSULTING

Peabody Museum of Archaeology and Ethnology, Harvard University, Cambridge, MA

Research Associate, Arts and Sciences, 2003 to present. Researched and wrote *Feeding the Ancestors: Tlingit Carved Horn Spoons.* Extensive consultation in Alaska with Tlingit, Haida, and Tsimshian elders, scholars, and carvers, and analysis and interpretation of the objects themselves and many photographs and videos. The book:

- Presents carved spoons collected in Alaska in the late nineteenth century;
- Introduces the collectors and describes how these and other ethnographic objects were acquired;
- Explains the manufacture and function of traditional spoons;
- Tells the clan stories associated with figures carved on the spoons' handles;
- Provides a detailed account of a post-funeral ceremony or "potlatch";
- Demonstrates how the spoons were used as a crucial medium through which food was transferred to humans and the spirit of the deceased;
- Describes traditional shamanic uses of Tlingit carved horned spoons.

Smithsonian Institution, Washington, DC, Consultant, 2003-2004. Researched and wrote an assessment of objects in the collections of the National Museum of Natural History, Smithsonian Institution, requested by Tlingits under the Native American Graves Protection and Repatriation Act (NAGPRA).

Consultant for private collections, 2003 to present
Researched and wrote reports for collections in the United States and Europe.

EDUCATION

Sorbonne University, Paris. *The Whale Hunting Rituals of the Siberian Yupiq and the Inupiaq, Bering Strait, Alaska,* Doctorat (Ph.D.) 1987, cultural anthropology. Based on former studies, including published and unpublished literature, drawings made by a Siberian Yupik woman during the winter of 1927-28 at her camp at North East Cape, historical photographs and videos,, and my field research between 1980 and 1986, the thesis describes and analyses whale hunting and its rituals in the villages of Gambell on St. Lawrence Island in the Bering Sea, and Point Hope, on the northwest coast of Alaska, between Kotzebue and Point Barrow. It explains that whaling is a cosmogonical enterprise in which men and animals are partners, respectful of each other's lives.

Sorbonne University, Paris. *Songs and Dances of the St. Lawrence Island Eskimos.* Diplome d'Etudes Approfondies (DEA) (Master Degree) 1985, cultural anthropology, The thesis describes the songs and dances *as* they were learned and performed by the islanders before 1900. It is based on my field research in 1980. It shows that dances and songs were a vehicle for spiritual activities and were also held for recreational or social entertainment. Both dances and songs were the product of the perception and an intimate knowledge of the natural world.

Ecole des Hautes Etudes et Sciences Sociale, Paris. *Traditional Inupiaq Music and Dances, Kotzebue, Alaska.* Diplome d'Etudes Approfondies (D.E.A.) (Master Degree) 1976, cultural anthropology. Based on field research and a video recording of traditional dances and

performances of traditional subsistence activities, the thesis examines the status of traditional dances in present-day society.

PUBLICATIONS

Feeding the Ancestors: Tlingit Carved Horn Spoons (book: 117 pages, illustrated). Peabody Museum Press, Harvard University, May, 2007.

Researched and wrote 6 extended articles--*Basketry Whalers' Hats, Root-Gathering Basket (Sally Bag), Woman's Fiber Skirt, Black-Rimmed Hat, Top Hat and Sailor's Cap, Chinook Cradles*—in *Arts of Diplomacy, Lewis and Clark Indians Collection,* a book about the Peabody's collections of ethnographic objects from the Lewis and Clark Expedition Castle McLaughlin, Peabody Museum of Archaeology and Ethnology, Harvard University, 2003.

Harvest and Trade of Herring Eggs on Kelp in a Haida Community, Prince of Wales Island, Southeast Alaska. Department of Fish and Game Publication, Division of Subsistence, Juneau, Alaska, 2002.

What Repatriation is all about. In Cultural Survival Quarterly, Spring 2002.

Xuts: Chief of the Woods and the Tlingit of North America. In Forest and Civilizations, edited by Yoshinori Yasuda. Roli Books Pvt., New Delhi, 2001.

Contributor: *Ecology, Harvest, and Use of Harbor Seals and Sea Lions: Interview Materials from Alaska Native Hunters.* Alaska Department of Fish and Game Publications, Division of Subsistence, Juneau, Alaska, 1999.

Rainmakers from the Gods: Hopi Katsinam at the Peabody Museum. In Symbols, publication of the Peabody Museum of Archaeology and Ethnology and the Department of Anthropology, Harvard University Press, 1998.

Contributor: *Subsistence Use Patterns in Southeast Alaska: Summary of Thirty Communities.* Martha F. Betts, Robert F. Schroeder, Thomas F. Thornton and Anne-Marie Victor. Alaska Department of Fish and Game Publication, Division of Subsistence, Juneau, Alaska,1996.

Contributor: *Tlingit Seal Hunting.* Alaska Department of Fish and Game Publication, Division of Subsistence, Juneau, Alaska, 1994.

Contributor: *The Subsistence Harvest of Harbor Seal and Sea Lions by Alaska Natives in 1993.* Technical Paper No. 233, Part 2. Alaska Department of Fish and Game Publication, Division of Subsistence, Juneau, Alaska, 1993.

Contributor: *The Subsistence Harvest of Harbor Seal and Sea Lion by Alaska Natives in 1992.* Technical Paper No. 229, Part 1. Alaska Department of Fish and Game Publication, Division of Subsistence, Juneau, Alaska, 1993,

Contributor: *Harvest and Use of Herring Roe in Southeast Alaska Communities.* Robert F. Schroeder, Mathew Kookesh, Anne-Marie Victor. Alaska Department of Fish and Game Publication, Division of Subsistence, Juneau, Alaska, 1993.

Dance and Songs of the St. Lawrence Island Eskimo. In Etudes/Inuit/Studies, University Laval, Quebec, 1992.

Pathfinders of the Universe: Inupiaq and Siberian Yupik Dances. In Proceedings of the International Symposium on the Comparative Studies of the Music, Dances, and Games of the Northern Peoples, Hokkaido University of Education Publication, Sapporo, Japan, 1992.

Symbolic Elements of Whale Hunting. In Etudes/Inuit/Studies, University Laval, Quebec,1988.

ASSESSMENTS

The Native American Graves Protection and Repatriation Act, a Federal law passed in 1990, provides a process for museums and federal agencies to return certain categories of Native American cultural items to lineal descendants, culturally affiliated Indian tribes, and Native Hawaiian organizations. I prepared the following assessments of ethnographic objects for museums and other institutions.

Assessment of Tlingit Objects Requested for Repatriation as Objects of Cultural Patrimony and Sacred Objects in the National Museum of Natural History, Smithsonian Institution. R. Eric Hollinger, Betsy Bruenuner and Anne-Marie Victor-Howe. NMNH, Smithsonian Institution, 2005.

Assessment of nine Tlingit Objects Requested for Repatriation as Objects of Cultural Patrimony and Sacred Objects in the Peabody Museum of Archaeology and Ethnology, Harvard University, 1998.

Assessment of Hawaiian red and yellow feather capes, respectively from the ʻIiwi and ʻōʻō birds, cloaks, and helmets of Hawaiian warriors worn in the traditional Hawaiian society by members of the chief class, in the Peabody Museum of Archaeology and Ethnology, 1998.

Assessment of the Hopi Sunflower Collection Requested for Repatriation as Objects of Cultural Patrimony and Sacred Objects in the Peabody Museum of Archaeology and Ethnology, Harvard University, 1997.

Assessment of fifty-two Hupa Objects Requested for Repatriation as Objects of Cultural Patrimony and Sacred Objects in the Peabody Museum of Archaeology and Ethnology, Harvard University, 1997.

Assessment of a Blackfeet Beaver Bundle Requested for Repatriation as Object of Cultural Patrimony and Sacred Objects in the Peabody Museum of Archaeology and Ethnology, Harvard University, 1996.

Assessment of a collection of wooden False Masks and corn husk masks of the Haudenosaunee medicine societies, the Six Nations Iroquois Confederacy, in the Peabody Museum of Archaeology and Ethnology, 1995.

Assessment of a collection of wampum of the Haudenosaunee, Six Nations Iroquois Confederacy, in the Peabody Museum of Archaeology and Ethnology, 1995.

RESEARCH

The Tlingit, Haida, and Tsimshian carved spoons collection at the Peabody Museum of Archaeology and Ethnology, Harvard University. Field research in villages and towns of southeast Alaska, 2001-2007.

The Lewis and Clark's collection of ethnographic objects at the Peabody Museum of Archaeology and Ethnology, Harvard University. Basketry objects, technique and designs, harvesting and processing of fibers, observation of traditional food plant gathering, Root Festival: Warm Springs Reservation, Oregon, mid-Columbia, lower-Columbia, Lummi Reservation, Washington, 1999-2001.

The northwest coast ethnographic collection at the Peabody Museum of Archaeology and Ethnology, Harvard University, Seattle Art Museum; Royal British Columbia Museum, University of British Columbia, Victoria; British Columbia Museum of Anthropology, Vancouver, British Columbia, 1998.

The Hupa and Karuk collection at the Peabody Museum of Archaeology and Ethnology, Harvard University. The World Renewal ceremony, the Medicine ceremony, and the War Dance; consultations with the Karuk Reservation and Hupa Reservation, 1996.

The Hopi collection at the Peabody Museum of Archaeology and Ethnology, Harvard University. The Flute Ceremony, the Katsinam ceremony; consultation with the Flute priests and elders, First, Second, and Third Mesa, Hopi Reservation, Arizona, 1996-1997.

Subsistence hunting, fishing, and gathering trade patterns, Department of Fish and Game, State of Alaska. Hydaburg, Craig, Klawock, Kasaan, Coffman Cove, and Point Baker on Prince of Wales Island, Metlakatla on Annette Island, Wrangell on Wrangell Island, Ketchikan and Saxman on Revillagigedo Island, Hoonah on Chichagof Island, Angoon on Admiralty Island, 1991-1993.

Whale hunting and whaling ceremonies, University of Alaska, Fairbanks, Alaska, Sorbonne University, Paris. Barrow, Wrainwright, Point Hope, mainland northwest coast Alaska, Gambell on Saint Lawrence Island, 1980-1988.

Music and dances of the Inupiaq, Siberian Yupik, and Yupik, University of Alaska, Fairbanks, Alaska, Sorbonne University, Paris. Research conducted in Barrow, Kotzebue, Nome, Gambell, Bethel, Chevac; 1976-1987; in partnership with Kazuyuki Tanimoto, President of the Hokkaido University of Education, Sapporo, Japan.

LECTURES

Feeding the Ancestors: Feast Spoons of the Tlingit Tribe, Sharing Our Knowledge: A Conference of Tsimshian, Haida, and Tlingit Tribes and Clans, Sitka, Alaska, March 2225, 2007.

A collection of Tlingit, Haida, and Tsimshian carved feast spoons, Peabody Museum, 2002.

Handling collection of artifacts; Preservation of cultural material objects, from pesticides to freezing method; tribal perspectives and training, Southeast Alaska Native Repatriation Conference, Juneau, Alaska, 2002.

The Lewis and Clark expedition west of the Rocky Mountains, Peabody Museum, Harvard University, 1999.

The northwest coast ethnographic collection, Peabody Museum, Harvard University, 1998.

Xuts: chief of the woods and the Tlingit of North America, International Symposium, Nara, Japan, 1998.

Xuts, chief of the woods and the Tlingit of North America, Cultures of the Great Woods in the Pacific Region. An International Symposium at Nichibunken, Kyoto, Japan, 1998.

Mangteghapik: winter dwelling of the Siberian Yupik Eskimo, University Laval's symposium, 1992.

Dance and songs of the St. Lawrence Island Eskimo, First International Congress of Arctic Sciences, University Laval, Quebec, Canada, 1992.

Pathfinders of the universe: Inupiaq and Siberian Yupik dances, International Symposium on the comparative studies of the music and dances, and games of the northern people, University of Hokkaido, Sapporo, Japan, 1992.

BOOK REVIEW

American Anthropology 1995. *Haa Kusteeyi, Our Culture: Tlingit Life Stories,* Nora Marks Dauenhauer and Richard Dauenhauer, Seattle, University of Washington Press, 1994.

GRANTS AND SPONSORSHIPS

Sealaska Heritage Institute, Sealaska Regional Corporation, Juneau, Alaska; funding and sponsorship for consultations with Tlingit, Haida, and Tsimshian elders, 2002.

Sealaska Heritage Institute, Sealaska Regional Corporation; funding and sponsorship to support travel and honorariums for cultural resource specialist. A collaborative research between academic and traditional scholars, 2002.

Peabody Museum of Archaeology and Ethnology's Fellowship; funding for researching and writing for a book on a collection of Tlingit spoons, 2001.

U.S. National Park Service; funding for consultations between the Hopi tribe of Arizona, the Peabody Museum, Harvard University, the Hood Museum, the Haffenreffer Museum, and the American Museum of Natural History regarding sacred objects and objects of cultural patrimony, 1994.

U.S. National Park Service; funding to support consultations between the Hupa tribe of California the Peabody Museum, the Haffenreffer Museum and the American Museum of Natural History regarding sacred objects and objects of cultural patrimony, 1994.

Rotary Club International; funding to support classes at the University of Fairbanks, Alaska and field research, in Chevac and Bethel in southwest Alaska and in Gambel on St. Lawrence Island Bering Sea, 1978.

Kodak Film International; funding to support visual research in Alaska, 1974.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Division: County Administrator

Bulk Item: Yes X No ____ Department: County Administrator

Staff Contact /Phone #: Elaine Ferda/292-4445

AGENDA ITEM WORDING: 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 BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION: On 6/1/99 the BOCC passed Ordinance 022-1999 providing the BOCC appoint four professionals in the areas of architecture, history, architectural history, planning, archeology or other related historic preservation fields and one lay person with experience or knowledge in the same to the Historic Preservation Committee.

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 Atty ___ 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:	Historic Preservation Committee
Commissioner Appointing Member:	Full Board
Name of Member:	Donna Bosold
Address:	PO Box 1553 Key West, FL 33041
Mailing Address:	
Phone Numbers:	Home: (305)942-1064 Work: ____ Fax: ____ Email: ____
Date of Appointment: (The date of this BOCC agenda item)	1/20/16
Is this a Reappointment?	Yes X No ____
New Term Expiration Date:	1/20/2019
Name of Person Being Replaced:	____
Fulfilling Term of:	____

Monroe County Boards and Committees
Appointment Information

Board or Committee:	Historic Preservation Committee
Commissioner Appointing Member:	Full Board
Name of Member:	Alice Allen
Address:	PO Box 205 Tavernier, FL 33070
Mailing Address:	
Phone Numbers:	Home: (305)852-5143 Work: ____ Fax: ____ Email: ____
Date of Appointment: (The date of this BOCC agenda item)	1/16/13
Is this a Reappointment?	Yes X No ____
New Term Expiration Date:	1/20/2019
Name of Person Being Replaced:	____
Fulfilling Term of:	____

Monroe County Boards and Committees
Appointment Information

Board or Committee:	Historic Preservation Committee
Commissioner Appointing Member:	Full Board
Name of Member:	Ray Rhash
Address:	PO Box 588 Tavernier, FL 33070
Mailing Address:	
Phone Numbers:	Home: (305)747-0291 Work: ____ Fax: ____ Email: ray.rhash@gmail.com
Date of Appointment: (The date of this BOCC agenda item)	1/16/13
Is this a Reappointment?	Yes X No ____
New Term Expiration Date:	1/20/2019
Name of Person Being Replaced:	____
Fulfilling Term of:	____

Ferda-Elaine

From: Historic Florida Keys Foundation <hfkf@bellsouth.net>
Sent: Friday, November 20, 2015 9:10 AM
To: Ferda-Elaine; Diane Silvia
Subject: HPC Board members

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Elaine,

Bert Bender, Ray Rhash, and Alice Allen are willing to serve another term on the HPC.

Jim Clupper does not wish to serve another term.

I have left messages for Donna Bosold but have not heard back yet.

Thanks,
Diane Silvia

Ferda-Elaine

From: Diane Silvia <hfkf@bellsouth.net>
Sent: Wednesday, December 02, 2015 12:14 PM
To: Ferda-Elaine
Subject: HPC board member

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Elaine,
Donna Bosold is willing to serve another term on the HPC.
Thank you, Diane Silvia

Sent from my iPhone

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Sustainability / Projects

Bulk Item: X No ___ Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: 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 located 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 BACKGROUND: The Rambo parcel is a vacant lot on Canal #277, and is needed for the placement of a culvert to improve the water quality in the canal. An easement for the culvert will run with the land in perpetuity. Additionally, the lot is needed for temporary use as a construction staging area and associated construction work during the culvert installation. The lot will be used to temporarily store culvert materials and other supplies that will be used to install a culvert.

The Property Owner has acknowledged he is aware of the potential danger from construction impacts to his property, and has requested that the project move forward. In exchange for the County's agreement to install the culvert at no cost to the Property Owner, the Property Owner agrees to hold the County harmless from any liability related to the Culvert Installation Project.

The County's Contractor will return the property to its original or better condition which includes re-grading, re-sodding or resurfacing of disturbed areas, and replanting of trees affected by the project. The County may terminate the Agreement at any time upon written notice to the Property Owner.

PREVIOUS RELEVANT BOCC ACTION:
09-16-15: Approval to advertise a *Request for Proposals* for installation of a culvert in Canal #277 located in Tropical Bay Estates in Big Pine Key in order to increase the natural tidal flushing as part of the County's Canal Restoration Demonstration Program.

CONTRACT/AGREEMENT CHANGES: Not applicable

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $0 **INDIRECT COST:** __ **BUDGETED:** Yes __ No _ N/A X

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $0 **SOURCE OF FUNDS:** Not applicable

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

APPROVED BY: County Atty [signature] OMB/Purchasing [signature] Risk Management [signature]

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM No.** CAD #__

HOLD HARMLESS AGREEMENT AND EASEMENT
BETWEEN MONROE COUNTY, FLORIDA
AND
JOSEPH J. AND EVELYN M. RAMBO
REGARDING THE CANAL #277
BIG PINE KEY TROPICAL BAY ESTATES CULVERT DESIGN PROJECT

THIS AGREEMENT (the "Agreement") is made and entered into by Monroe County, Florida, a political subdivision of the State of Florida (the "County"), whose address is 1100 Simonton Street, The Gato Building, Room 205, Key West, FL 33040 and Joseph J. and Evelyn M. Rambo (the "Property Owners"), whose address is 10677 Baldwin Road, Bridgman, MI 49106-9724.

WHEREAS, the Property Owners own certain real property whose Parcel Identification Numbers are 00313940-000000, which property abuts that body of water commonly known Canal #277 (the "Canal") more specifically identified in Exhibit "A" attached hereto and incorporated herein (the "Properties"); and

WHEREAS, the County is not under any obligation to install or maintain the culvert connecting the canals in any way; and

WHEREAS, the Culvert Installation Project is a voluntary project, and the Property Owners have fully agreed to the Culvert Installation Project scheduled for the canal which crosses a section of their Properties, and

WHEREAS, the Property Owners, whose properties abuts the canal, have agreed to assist the County with this demonstration Culvert Installation Project to aid in the improvement of water quality within the Canal (the "Culvert Installation Project"); and

WHEREAS, as part of the Culvert Installation Project, the County will utilize the Property to install one 60 inch concrete reinforced culvert and will make other modifications as required or allowed by permit, for a period of up to six (6) months or until the project is completed, whichever is later, following issuance of a Notice to Proceed to the Contractor, more specifically identified on Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the County or Contractor, not the Property Owners, will obtain the requisite permits necessary for construction of the project; however the Property Owners may be required to sign certain application or permission forms in order for the contractor to use the Property, and

WHEREAS, the Property Owners, whose property the culvert crosses are aware of the potential danger to their property, the existing shoreline, docks, seawalls, trees and other collateral damage which may not be readily apparent or which may not manifest itself until long after the Culvert Installation Project is completed; and

WHEREAS, in spite of the inherent risks the Property Owners have requested the Culvert Installation Project go forward. The Property Owners, in exchange for the County's agreement to install the culvert, agree to hold the County harmless, now and forever, from any liability related to

the Culvert Installation Project performed within and about the Canal.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other mutual covenants herein provided and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property Owners shall release, indemnify, defend (with counsel acceptable to the County) and hold harmless the County, their officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial and appellate levels) of any kind or nature whatsoever arising out of or related in any way to the County's installation of a culvert for water quality improvement purposes, including without limitation all claims relating to injury to persons (including death) or to property. The Property Owners acknowledge that their willingness to provide the above indemnities was a specifically bargained for provision of this Agreement and that specific consideration was provided for their respective above indemnities and the County acknowledges that the willingness of the Property Owners to provide the above indemnities was a material factor in the County's willingness to provide improvements to the Canal. This provision survives the termination of this Agreement.

2. During the Culvert Installation Project, a 20 foot wide trench will be excavated to place 1-60 inch reinforced concrete culvert in the trench. Approximately 25 linear feet of the culvert is located on the subject property. During the installation of the culvert an 8 foot wide section of natural rock seawall located along the canal will be removed and replaced with sand-cement bags and rock seawall. The subject property will be used as a temporary construction staging area, which will include equipment and material, during the duration of the project. The Property Owners acknowledge that these dimensions may not be exact but are believed to be close to what will be installed. The contractor will be responsible for replacing in-kind any damage to private property. Specifically, work to be performed on the property is identified on Exhibit "B". The Property Owners, for and in consideration of the mutual covenants previously acknowledged, and of the benefits accruing to Property Owners by the culvert installation, as referenced above, hereby grants and conveys to the County, its agents and assigns, a construction easement and right of entry, attached hereto and made a part hereof as Exhibit "C" over the Property to access and construct the Culvert Installation Project as identified in Exhibit "B." In addition, the Property Owners agree to sign application and/or permission forms as required in order to proceed with the project, such as application to place a culvert on the property.

3. Once the Culvert Installation Project is complete, the Contractor will return the property to its original or better condition which includes re-grading, re-sodding or resurfacing of disturbed areas and replacement of trees affected by the project.

4. The Property Owners, in consideration of the mutual covenants previously acknowledged, hereby grants and conveys to the County, an Easement and Right of Entry over the Property and Canal, for the purpose set forth in this Agreement, said Right of Entry given to the

County and their assigns from the date the Notice to Proceed is issued to the contractor.

5. The County may terminate this Agreement at any time upon written notice to the Property Owners, notice is to be mailed to Property Owners at 10677 Baldwin Road, Bridgman. MI 49106-9724. If County terminates prior to construction or if another site is chosen the agreement and easement are null and void; and no consideration will be due from either party. Accordingly, based upon the mutual covenants contained herein, Property Owners may not terminate this Agreement after execution by both parties.

6. The indemnification, defense, and hold harmless provisions contained herein shall survive termination and shall remain in full force and effect with regard to any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses which may arise now or in the future that are determined to be a result of the Culvert Installation Project.

{Remainder of this page left intentionally blank – signature page to follow}

IN WITNESS WHEREOF, the parties have executed this HOLD HARMLESS/MAINTENANCE AGREEMENT AND EASEMENT on this ___ day of _____, 2015.

ATTEST:
Clerk of Courts

MONROE COUNTY, FLORIDA
Board of County Commissioners
By:_____
Mayor
Date:_____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date: 12/21/15

Signatures of Joseph J. and Evelyn M. Rambo:

WITNESS to
Joseph J. Rambo:
_____
Witness
Pamela D. Hahaj
Print Witness Name
Date: 11/24/15

By: Joseph J. Rambo, Property Owner
By: _____
Date: 11-4-15

STATE OF MICHIGAN
COUNTY OF Berrien

The foregoing instrument was acknowledged before me this 4 day of November, 2015 by Joseph J. Rambo, the owner of the property listed above. Who individually is personally known to me or individually has produced his Drivers License as identification.

Signature of Notary Public
Pamela D Hahaj
Print Notary Name or Stamp

Commission No. _____
My commission expires: 8-2-2016

WITNESS to
Evelyn M. Rambo:
Pamela D. Hahaj
Witness
Pamela D. Hahaj
Print Witness Name
Date: 11/4/15

By: Evelyn M. Rambo, Property Owner
By: Evelyn M. Rambo
Date: 11/04/2015

STATE OF MICHIGAN
COUNTY OF Berrien

The foregoing instrument was acknowledged before me this 4 day of November, 2015 by Evelyn J. Rambo, the owner of the property listed above. Who individually is personally known to me or individually has produced his Drivers License as identification.

Signature of Notary Public
Pamela D. Hahaj
Print Notary Name or Stamp

Commission No. _____
My commission expires: 8-2-2016

PAMELA D. HAHAJ
Notary Public, Berrien County, MI
My Commission Expires Aug. 2, 2016

Exhibit "A"

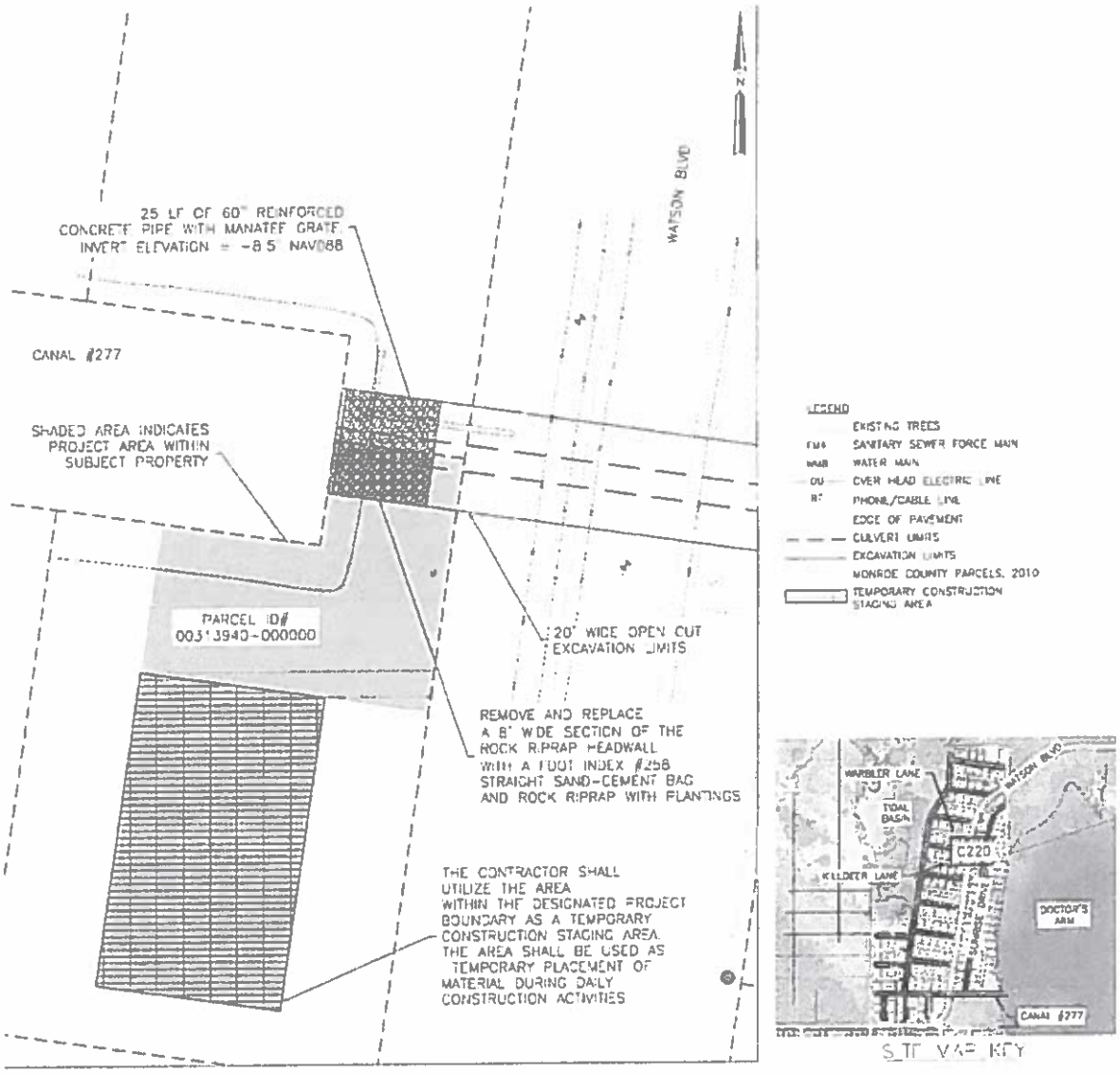
BK 8 LT 10 TROPICAL BAY 3RD ADDN BIG PINE KEY PB5-81 OR402-477 OR444-1026/27 OR444-1024/25 OR1876-761 OR1876-767D/C OR1876-765AFF

OR

LOTS 9 AND 10, BLOCK 8, TROPICAL BAY, THIRD ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOKS, PAGE 81, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

Exhibit "B"

Proposed Construction Activities



7. The Contractor will return the property to its original or better condition which includes re-grading, re-sodding or resurfacing of disturbed areas, and replanting of trees affected by the project.

8. Monroe County, or its agent Amec Foster Wheeler, will photograph the property prior to construction and again after restoration is complete and send the photographs to the Owners. The Owners shall inspect the photographs and/or the properties and advise the County or its agent of restoration concerns which the Owners believe should be alleviated by the contractor. These concerns shall be discussed and resolved between the Owners, the County and the contractor prior to the expiration of the six (6) month construction access period or completion of the project, whichever is later.

9. This easement will run with the land in perpetuity and will be binding on and will inure to the benefit of the parties hereto.

10. The Grantor warrants that it has full power of authority to grant this easement.

{Remainder of this page left intentionally blank – signature page to follow}

Exhibit "C"

GRANT OF EASEMENT AND RIGHT OF ENTRY

On this 4 day of November 2015, I, Joseph J. and Evelyn M. Rambo ("Owners"). in consideration of the benefits accruing to us, do hereby give, grant, bargain, and release to MONROE COUNTY ("County"), a political subdivision of the State of Florida this Grant of Easement and Right of Entry under, over, across and upon the properties described as Lots 9 and 10, Block 8, Tropical Bay, third addition, according to the plat thereof recorded in plat books, page 81, of the public records of Monroe County, Florida.

1. The Owners do hereby state that they have sufficient authority and title to grant this easement and right of entry.

2. The Owners agree that the property may be used during the County's Culvert Installation Project. During the Culvert Installation Project, a 20 foot wide trench will be excavated to place a 60-inch reinforced concrete culvert in the trench. Approximately 25 linear feet of the culvert is located on the subject property. During the installation of the culvert an 8 foot wide section of natural rock seawall located along the canal will be removed and replaced with sand-cement bags and rock seawall. The subject property will be used as a temporary construction staging area, which will include equipment and material, during the duration of the project. The contractor will be responsible for replacing in-kind any damage to private property. Property Owners acknowledge that these dimensions may not be exact but are believed to be close to what will be installed

3. The Proposed Work to be performed on these properties is generally identified on Exhibit "B" as Proposed Construction Activities; however Owners agree that this is not a complete list of equipment that may be required to accomplish the work and agrees that the amount and type of equipment is to be determined by County in its sole discretion.

4. All work on the Property shall be accomplished under permits acquired by the COUNTY or its agents.

5. Owners shall furnish and maintain the easement area free of any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with County's safe or proper installation, operation, maintenance, inspection, or staging and use of equipment located in the easement area.

6. Owners affirm that the area on the Property where the culvert will be placed, on the date of execution of this document, contain no obstruction to the Proposed Work contemplated in this Easement. Any obstruction to the safe or proper operation, maintenance, or staging of equipment located on the land at the beginning of the Project or during the Project not placed on the land by the County or its agents, may be removed by the County at Owner's expense. The COUNTY or its agents shall notify Owner of any such obstruction prior to any action in this regard and allow Owners time to remove obstruction; except for emergency conditions during which the County may require immediate, unobstructed access to the Facilities.

IN WITNESS WHEREOF, the parties have executed this Easement and Right of Entry on this day of _____, _____.

ATTEST:
Clerk of Courts

MONROE COUNTY, FLORIDA
Board of County Commissioners
By:_____
Mayor
Date:_____

APPROVED AS TO FORM
ASSISTANT COUNTY ATTORNEY
PEDRO J. MERCADO
12/21/15

Signatures of Joseph J. and Evelyn M. Rambo:

WITNESS to
Joseph J Rambo:
Pamela D. Hahaj
Witness
Pamela D Hahaj
Print Witness Name
Date: 11/4/15

By: Joseph J. Rambo, Property Owner
By: Joseph J Rambo
Date: 11/4/15

STATE OF MICHIGAN
COUNTY OF Berrien
The foregoing instrument was acknowledged before me this 4 day of November, 2015 by Joseph J. Rambo, the owner of the property listed above. Who individually is personally known to me or individually has produced his Drivers License as identification.

Signature of Notary Public
Pamela D Hahaj
Print Notary Name or Stamp

Commission No. —
My commission expires: Aug 2. 2016

WITNESS to
Evelyn M. Rambo:
Pamela D. Hahaj
Witness
Pamela D. Hahaj
Print Witness Name
Date: 11-4-15

By: Evelyn M. Rambo, Property Owner
By: Evelyn M Rambo
Date: 11/4/2015

STATE OF MICHIGAN
COUNTY OF Berrien

The foregoing instrument was acknowledged before me this 4 day of November, 2015 by Evelyn M. Rambo, the owner of the property listed above. Who individually is personally known to me or individually has produced his Drivers License as identification.

Signature of Notary Public
Pamela D Hahaj

Commission No. —
My commission expires: Aug 2 2016

Print Notary Name or Stamp
PAMELA D. HAHAJ
Notary Public, Berrien County, MI
My Commission Expires Aug. 2, 2016

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Sustainability / Projects

Bulk Item: X No ___ Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: 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 BACKGROUND: The Bloch properties consist of a vacant lot and private residence with an open side yard located on two sections of Canal #277, which are needed for the placement of a culvert to improve the water quality in the canal. An easement for the culvert will run with the land in perpetuity. Additionally, the parcels are needed for temporary use during construction work of the culvert installation.

The Property Owner has acknowledged he is aware of the potential danger from construction activity to his properties, and has requested that the project move forward. In exchange for the County's agreement to install the culvert at no cost to the Property Owner, the Property Owner agrees to hold the County harmless from any liability related to the Culvert Installation Project.

The County's Contractor will return the properties to their original or better condition which includes re-grading, re-sodding or resurfacing of disturbed areas, and replanting of trees affected by the project. The County may terminate the Agreement at any time upon written notice to the Property Owner.

PREVIOUS RELEVANT BOCC ACTION:
09-16-15: Approval to advertise a *Request for Proposals* for installation of a culvert in Canal #277 located in Tropical Bay Estates in Big Pine Key in order to increase the natural tidal flushing as part of the County's Canal Restoration Demonstration Program.

CONTRACT/AGREEMENT CHANGES: Not applicable

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $0 **INDIRECT COST:** __ **BUDGETED:** Yes __ No __ N/A X

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $0 **SOURCE OF FUNDS:** Not applicable

REVENUE PRODUCING: Yes __ No X **AMOUNT PER MONTH**___ **Year**___

APPROVED BY: County Atty 12/17 OMB/Purchasing MU Risk Management MS

DOCUMENTATION: Included X Not Required

DISPOSITION:_____ **AGENDA ITEM No.** CAD #___

HOLD HARMLESS AGREEMENT AND EASEMENT
BETWEEN MONROE COUNTY, FLORIDA
AND
MICHAEL BLOCH AND NANCY CHICCA-BLOCH
REGARDING THE CANAL #277
BIG PINE KEY TROPICAL BAY ESTATES CULVERT DESIGN PROJECT

THIS AGREEMENT (the "Agreement") is made and entered into by Monroe County, Florida, a political subdivision of the State of Florida (the "County"), whose address is 1100 Simonton Street, The Gato Building, Room 205, Key West, FL 33040 and Michael Bloch and Nancy Chicca-Bloch (the "Property Owners"), whose address is 1757 Watson Boulevard, Big Pine Key, Florida 33043.

WHEREAS, the Property Owners own certain real property whose Parcel Identification Numbers are 00313950-000000 and 00312780-000000, which property abuts that body of water commonly known Canal #277 (the "Canal") more specifically identified in Exhibit "A" attached hereto and incorporated herein (the "Properties"); and

WHEREAS, the County is not under any obligation to install or maintain the culvert connecting the canals in any way; and

WHEREAS, the Culvert Installation Project is a voluntary project, and the Property Owners have fully agreed to the Culvert Installation Project scheduled for the canal which crosses a section of their Properties, and

WHEREAS, the Property Owners, whose properties abuts the canal, have agreed to assist the County with this demonstration Culvert Installation Project to aid in the improvement of water quality within the Canal (the "Culvert Installation Project"); and

WHEREAS, as part of the Culvert Installation Project, the County will utilize the Properties to install one 60 inch concrete reinforced culvert and will make other modifications as required or allowed by permit, for a period of up to six (6) months or until the project is completed, whichever is later, following issuance of a Notice to Proceed to the Contractor, more specifically identified on Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the County or Contractor, not the Property Owners, will obtain the requisite permits necessary for construction of the project; however the Property Owners may be required to sign certain application or permission forms in order for the contractor to use the Properties, and

WHEREAS, the Property Owners, whose properties the culvert crosses are aware of the potential danger to their property, the existing shoreline, docks, seawalls, trees and other collateral damage which may not be readily apparent or which may not manifest itself until long after the Culvert Installation Project is completed; and

WHEREAS, in spite of the inherent risks the Property Owners have requested the Culvert Installation Project go forward. The Property Owners, in exchange for the County's agreement to install the culvert, agree to hold the County harmless, now and forever, from any liability related to

the Culvert Installation Project performed within and about the Canal.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other mutual covenants herein provided and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property Owners shall release, indemnify, defend (with counsel acceptable to the County) and hold harmless the County, their officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial and appellate levels) of any kind or nature whatsoever arising out of or related in any way to the County's installation of a culvert for water quality improvement purposes, including without limitation all claims relating to injury to persons (including death) or to property. The Property Owners acknowledge that their willingness to provide the above indemnities was a specifically bargained for provision of this Agreement and that specific consideration was provided for their respective above indemnities and the County acknowledges that the willingness of the Property Owners to provide the above indemnities was a material factor in the County's willingness to provide improvements to the Canal. This provision survives the termination of this Agreement.

2. During the Culvert Installation Project, a 20 foot wide trench will be excavated to place 1-60 inch reinforced concrete culvert in the trench. Approximately 125 linear feet of the 60 inch culvert is located on the subject properties. During the installation of the culvert a 32 foot wide section of the natural rock seawall located along the canals will be removed and replaced with sand-cement bags and rock seawall. The Property Owners acknowledge that these dimensions may not be exact but are believed to be close to what will be installed. The contractor will be responsible for replacing in-kind any damage to private property. Specifically, work to be performed on the property is identified on Exhibit "B". The Property Owners, for and in consideration of the mutual covenants previously acknowledged, and of the benefits accruing to Property Owners by the culvert installation, as referenced above, hereby grants and conveys to the County, its agents and assigns, a construction easement and right of entry, attached hereto and made a part hereof as Exhibit "C" over the Properties to access and construct the Culvert Installation Project as identified in Exhibit "B." In addition, the Property Owners agree to sign application and/or permission forms as required in order to proceed with the project, such as application to place a culvert on the property.

3. Once the Culvert Installation Project is complete, the Contractor will return the properties to their original or better condition which includes re-grading, re-sodding or resurfacing of disturbed areas and replacement or replanting of trees affected by the project.

4. The Property Owners, in consideration of the mutual covenants previously acknowledged, hereby grants and conveys to the County, an Easement and Right of Entry over the Properties and Canal, for the purpose set forth in this Agreement, said Right of Entry given to the County and their assigns from the date the Notice to Proceed is issued to the contractor.

5. The County may terminate this Agreement at any time upon written notice to the Property Owners, notice is to be mailed to Property Owners at 1757 Watson Boulevard, Big Pine Key, Florida 33043. If County terminates prior to construction or if another site is chosen the agreement and easement are null and void; and no consideration will be due from either party. Accordingly, based upon the mutual covenants contained herein, Property Owners may not terminate this Agreement after execution by both parties.

6. The indemnification, defense, and hold harmless provisions contained herein shall survive termination and shall remain in full force and effect with regard to any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses which may arise now or in the future that are determined to be a result of the Culvert Installation Project.

{Remainder of this page left intentionally blank – signature page to follow}

IN WITNESS WHEREOF, the parties have executed this HOLD HARMLESS/MAINTENANCE AGREEMENT AND EASEMENT on this 2 day of Nov, 2015.

ATTEST:
Clerk of Courts

MONROE COUNTY, FLORIDA
Board of County Commissioners
By:_____
Mayor
Date:_____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PER
ASSISTANT COUNTY ATTORNEY
Date 12/4/15

Signatures of Michael Bloch and Nancy Chicca-Bloch:

WITNESS to
Michael Bloch:
JMel
Witness
Jessica Melsa
Print Witness Name
Date: 11/2/15

By: Michael Bloch, Property Owner
By: Michael Bloch
Date: 11-2-15

STATE OF FLORIDA
COUNTY OF MONROE
The foregoing instrument was acknowledged before me this 2 day of Nov, 2015 by Michael Bloch, the owner of the property listed above. Who individually is personally known to me or individually has produced his Fla Dr Lic as identification.

Signature of Notary Public
Shana Casey
Print Notary Name or Stamp
Shana Casey

Commission No. _____
My commission expires: _____

SHANA CASEY
Notary Public - State of Florida
My Comm. Expires Jul 23, 2016
Commission # EE 218558
Bonded Through National Notary Assn.

JMel

WITNESS to
Nancy Chicca-Bloch:
Nancy Chicca Bloch
Witness
Jessica Melsa
Print Witness Name
Date: 11-2-15

By: Nancy Chicca-Bloch, Property Owner
By: Nancy Chicca Bloch
Date: 11-2-15

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 2 day of Nov, 2015 by Nancy Chicca Bloch, the owner of the property listed above. Who individually is personally known to me or individually has produced his Fla Dr Lic as identification.

Signature of Notary Public
Shana Casey
Print Notary Name or Stamp
Shana Casey

Commission No. _____
My commission expires: _____

SHANA CASEY
Notary Public - State of Florida
My Comm. Expires Jul 23, 2016
Commission # EE 218558
Bonded Through National Notary Assn

Exhibit "A"

BK 9 LT 1 TROPICAL BAY 3RD ADDN BIG PINE KEY PB5-81 OR399-229/230E OR453-178/179 OR683-824 OR777-1960D/C OR777-1962 OR814-1927 OR1055-1170 OR1164-369 OR1607-900D/C OR1607-902/LET OR1607-903/11/WILL OR1607-913/14P/R

OR

LOT 1, BLOCK 9, TROPICAL BAY, TIDRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 81 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

AND

TROPICAL BAY PB4-106 BIG PINE KEY LOTS 19- 20 & S 50' 21 OR 388-192/93 OR393-551/552 OR886-977/AFF OR898-2122 OR944-2439 OR972-245/246 OR981-1147/1148Q/C OR1233-769/70 UNRECORDED DEATH CERT RE: 36279 COMBINED PER OWNERS REQUEST 5-11-87 OR1607-900D/C OR1607-902/LET OR1607-903/911/WILL OR1607-913/14P/R

OR

LOTS 19, 20, AND 21, TROPICAL BAY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 106 OFTHE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA LESS THE NORTHERLY 25 FEET OF LOT 21.

Exhibit "B"

Proposed Construction Activities

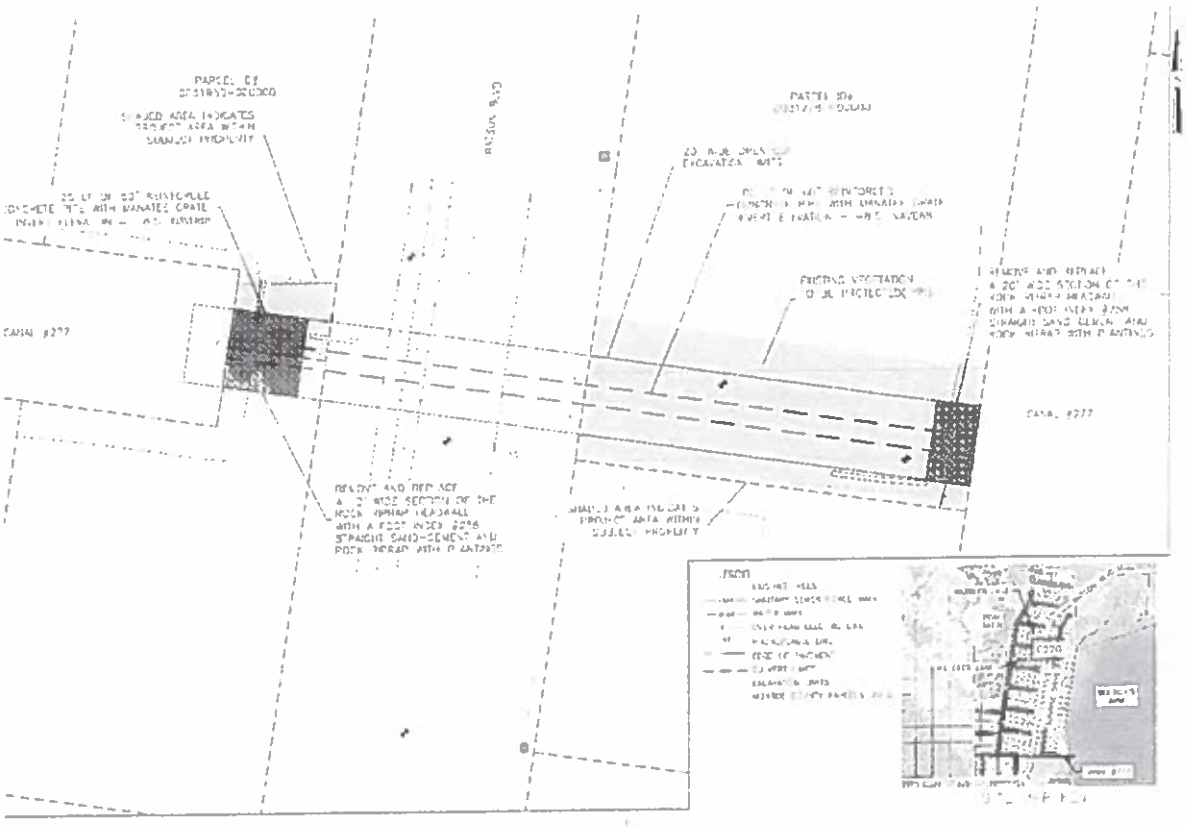


Exhibit "C"

GRANT OF EASEMENT AND RIGHT OF ENTRY

On this 15 day of July, I, Michael Bloch and Nancy Chicca-Bloch ("Owners"), in consideration of the benefits accruing to us, do hereby give, grant, bargain, and release to MONROE COUNTY ("County"), a political subdivision of the State of Florida this Grant of Easement and Right of Entry under, over, across and upon the properties described as Lot 1, Block 9, tropical bay, third addition, according to the plat thereof as recorded in plat book 5, page 81 of the public records of Monroe County, Florida. Lots 19, 20, and 21, tropical bay subdivision, according to the plat thereof as recorded in plat book 4, page 106 of the public records of Monroe County, Florida less the northerly 25 feet of lot 21.

1. The Owners do hereby state that they have sufficient authority and title to grant this easement and right of entry.

2. The Owners agree that the properties may be used during the County's Culvert Installation Project. During the Culvert Installation Project, a 20 foot wide trench will be excavated to place a 60-inch reinforced concrete culvert in the trench. Approximately 125 linear feet of the culvert is located on the subject property. During the installation of the culvert a 32 foot wide section of the natural rock seawall located along the canals will be removed and replaced with sand-cement bags and rock seawall. The contractor will be responsible for replacing in-kind any damage to private property. Property Owners acknowledge that these dimensions may not be exact but are believed to be close to what will be installed

3. The Proposed Work to be performed on these properties is generally identified on Exhibit "B" as Proposed Construction Activities; however Owners agree that this is not a complete list of equipment that may be required to accomplish the work and agrees that the amount and type of equipment is to be determined by County in its sole discretion.

4. All work on the Properties shall be accomplished under permits acquired by the COUNTY or its agents.

5. Owners shall furnish and maintain the easement area free of any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with County's safe or proper installation, operation, maintenance, inspection, or staging and use of equipment located in the easement area.

6. Owners affirm that the areas on the Properties where the culvert will be placed, on the date of execution of this document, contain no obstruction to the Proposed Work contemplated in this Easement. Any obstruction to the safe or proper operation, maintenance, or staging of equipment located on the land at the beginning of the Project or during the Project not placed on the land by the County or its agents, may be removed by the County at Owner's expense. The COUNTY or its agents shall notify Owner of any such obstruction prior to any action in this regard and allow Owners time to remove obstruction; except for emergency conditions during which the County may require immediate, unobstructed access to the Facilities.

7. The Contractor will return the properties to their original or better condition which includes re-grading, re-sodding or resurfacing of disturbed areas, and replanting of trees affected by the project.

8. Monroe County, or its agent Amec Foster Wheeler, will photograph the property prior to construction and again after restoration is complete and send the photographs to the Owners. The Owners shall inspect the photographs and/or the properties and advise the County or its agent of restoration concerns which the Owners believe should be alleviated by the contractor. These concerns shall be discussed and resolved between the Owners, the County and the contractor prior to the expiration of the six (6) month construction access period or completion of the project, whichever is later.

9. This easement will run with the land in perpetuity and will be binding on and will inure to the benefit of the parties hereto.

10. The Grantor warrants that it has full power of authority to grant this easement.

{Remainder of this page left intentionally blank – signature page to follow}

IN WITNESS WHEREOF, the parties have executed this Easement and Right of Entry on this day of NOV 2, 2015.

ATTEST:
Clerk of Courts

MONROE COUNTY, FLORIDA
Board of County Commissioners
By:_____
Mayor
Date:_____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
ASSISTANT COUNTY ATTORNEY
Date 12/24/15

Signatures of Michael Bloch and Nancy Chicca-Bloch:

WITNESS to
Michael Bloch:
J Mel
Witness
Jessica Melsa
Print Witness Name
Date: 11/2/15

By: Michael Bloch, Property Owner
By: Michael Bloch
Date: 11-2-15

STATE OF FLORIDA
COUNTY OF MONROE
The foregoing instrument was acknowledged before me this 2 day of Nov, 2015 by Michael Bloch, the owner of the property listed above. Who individually is personally known to me or individually has produced his Fla. Dr Lic as identification.

Signature of Notary Public
Shana Casey
Print Notary Name or Stamp
Shana Casey

Commission No. _____
My commission expires: _____

SHANA CASEY
Notary Public - State of Florida
My Comm. Expires Jul 23, 2016
Commission # EE 218558
Bonded Through National Notary Assn

J Mel

WITNESS to
Nancy Chicca-Bloch: Nancy Chicca-Bloch
Witness
Jessica Melsa
Print Witness Name
Date: 11/2/15

By: Nancy Chicca-Bloch, Property Owner
By: Nancy Chicca-Bloch
Date: 11-2-15

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 2 day of Nov, 2015 by Nancy Chicca Bloch, the owner of the property listed above. Who individually is personally known to me or individually has produced his Fla Dr Lic as identification.

Signature of Notary Public
Shana Casey
Print Notary Name or Stamp
Shana Casey

Commission No. _____
My commission expires: _____

SHANA CASEY
Notary Public - State of Florida
My Comm. Expires Jul 23, 2016
Commission # EE 218558
Bonded Through National Notary Assn

SHANA CASEY
Notary Public - State of Florida
My Comm. Expires Jul 23, 2016
Commission # EE 218558
Bonded Through National Notary Assn

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Sustainability / Projects

Bulk Item: ___ No _X__ Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: 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: None

CONTRACT/AGREEMENT CHANGES: Not applicable

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 _____ Risk Management _____

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 01/20/16 Agenda Deadline: 01/06/16

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	1-13-16	Yes☐ No☑		1-13-16
O.M.B./Purchasing	____	Yes☐ No☐		
County Attorney	1/12/16	Yes☐ No☒		1/12/16

Comments: ____

OMB Form Revised 2/27/01 MCP #2

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 P.O. Box 1980, Key West, Florida 33041 (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 by the Grantee's Subcontractors shall be in accordance with Section 112.061, Florida Statutes. Reimbursed for travel by employees of Monroe County or the Monroe County Board of County Commissioners, the Grantee, is not permitted.

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. Progress reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the thirty (30) day reporting period. It is hereby understood and agreed by the parties that the reporting period end dates are as follows: February 28, 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.

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7. **INDEMNIFICATION:**

The Grantee shall save and hold harmless and indemnify the State of Florida, the Board of Trustees of the Internal Improvement Trust Fund, and the Department against any and all liability, claims, judgments or costs of any kind and nature for injury to, or death of any person or persons and for the loss of damage to any property resulting from the use, service, operation or performance of work under the terms of this Agreement, resulting from any negligent act, failure to act, or willful misconduct by the Grantee, his subcontractor, or any of the employees, agents or representatives of the Grantee or subcontractor to the extent allowed by law.

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. **RECORD KEEPING/AUDIT:**

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. 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:

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 be self-insured against, or will secure and maintain during the life of this Agreement, 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. Such 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.

A. The Grantee shall 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 anyone directly or indirectly employed by the Grantee. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

B. The Grantee shall 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 by anyone directly, or indirectly employed by him. 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 Liability Coverage

C. 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) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

D. 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 day's written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator.

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.

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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 1/12/16

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 (3 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 Waters Rule, Chapter 62-303 of the Florida Administrative Code.

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 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 theproject.

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 with 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) sated 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

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 11 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.

Task Completion Date: June 3, 2016

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) sated 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	$50,000.00
	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	$50,000.00
Total:	**$50,000.00**

CULVERT LOCATION MAP

Drawn	Date
NMG	08/20/2015
Checked	Date
GWC	08/20/2015

amec foster wheeler

MONROE COUNTY, FLORIDA
DESIGN AND PERMITTING
CANAL 277
TASK 1 - DATA COLLECTION

Figure 1

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.

<u>The following format should be followed:</u>
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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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: January 20, 2016 Department: Sustainability

Bulk Item: ____ No X__ Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: 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 Southeast Florida Regional Climate Change Summit* in the amount of $2575 to authorize miscellaneous expenditures for supporting the event.

ITEM BACKGROUND: The contract amount shall be increased for certain out of pocket expenses not to exceed $2,575 for scholarships for the 7th Annual Southeast Florida Regional Climate Leadership Summit Program. Such funds were provided by the Miami Foundation to the SFRPC for reimbursement to the scholarship attendees.

a.	Original Contract Price	$30,000
b.	Amendment # 1	10,421
c.	Amendment # 2	2,575
d.	Total Contract	$42,996

PREVIOUS RELEVANT BOCC ACTION:
11-14-14: Authorized issuing an RFP for conference planning and implementation services for the 7th Annual Southeast FL Regional Climate change Summit.
02-18-15: Approval rejecting the proposal received from the Request for Proposals issued for conference planning and implementation services for the *7th Annual Southeast Florida Regional Climate Change Summit* to be held in Monroe County.
05-20-15: Authorize entering into an Interlocal Agreement with the SFRPC to provide administrative support for the 7th Annual Climate Leadership Summit, being hosted by Monroe County.
11/17/15: Authorize into Amendment No. 1 for an additional $10,410 to fund the travel expenses of SFRPC staff to staff the Summit event.

CONTRACT/CONTRACT CHANGES: Allow reimbursable travel expenses for 5 members who attended the Summit, scholarship funds provided by the Miami Foundation to the SFRPC on behalf of Monroe County.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $2575 **INDIRECT COST:** _____ **BUDGETED:** Yes X No __

DIFFERENTIAL OF LOCAL PREFERENCE: _____

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

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 #** CAD #___

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: SFRPC | Contract #A2 | $2575 additional funds

Effective Date: January 20, 2016

Expiration Date: May 19, 2016

Contract Purpose/Description:

This Amendment No. 2 authorizes the South FL Regional Planning Council to use certain funds collected on behalf of the County to direct pay for travel expenses of five attendees whose scholarship and travel fees were provided by a sponsor. Funds budgeted for the Summit will be used to fund this amendment no. 2.

Contract Manager: Rhonda Haag (Name) | 8774 (Ext.) | CAD M.S. #26 (Department/Stop #)

for BOCC meeting on 01/2016 Agenda Deadline: 01/6/16

CONTRACT COSTS

Total Dollar Value of Contract: $ A2:$2575 Current Year Portion: $ _____

Budgeted? Yes ☒ No ☐ Account Codes: _____-05008-530490-_____-_____

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	1-8-16	Yes ☐ No ☑	M Slud	1-8-16
O.M.B./Purchasing	1/11/16	Yes ☐ No ☑	M Nielsen	1/11/16
County Attorney	1/8/16	Yes ☐ No ☒	Robin J Thomas	1/8/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

SECOND AMENDMENT OF
THE INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND THE SOUTH FLORIDA REGIONAL COUNCIL FOR THE 7TH ANNUAL SOUTHEAST FLORIDA REGIONAL CLIMATE LEADERSHIP SUMMIT PROGRAM

THIS AMENDMENT NO. 2, effective as of January 20, 2016, made to the **Interlocal Agreement** ("the ILA") entered into the 20th day of May 2015, as amended November 17, 2015 (A1), by and between **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, and the **SOUTH FLORIDA REGIONAL PLANNING COUNCIL**, a state agency

WITNESSETH THAT

WHEREAS, the Parties entered into a Interlocal Agreement (ILA) for the planning, development and implementation of the 7th Annual Southeast Florida Regional Climate Leadership Summit Program; and

WHEREAS, the Parties desire to modify the Agreement by increasing the contract amount for the reimbursement of certain out of pocket expense incurred by the Council in its role as administrative support services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. The contract amount shall be increased for certain out of pocket expenses not to exceed $2,575 for scholarships for the 7th Annual Southeast Florida Regional Climate Leadership Summit Program provided by the Miami Foundation.:

a.	Original Contract Price	$30,000
b.	Amendment # 1	10,421
c.	Amendment # 2	2,575
d.	Total Contract	$42,996

2. Attached Exhibit A-2 details the additional expenses to be reimbursed.
3. Payment for these expenses will be within 30 days of receipt of invoice and supporting details.
4. In all other respects, the terms and conditions of the ILA shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, Parties hereto have executed the Amendment to the Agreement as of the last date all signatures below are affixed.

Attest: Amy Heavilin, Clerk

By: _____
Deputy Clerk

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 1/9/16

Date: _____ Date: _____

(SEAL)

SOUTH FLORIDA REGIONAL PLANNING COUNCIL

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF BROWARD

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 contract with Monroe County for the purposes therein contained.

By: _____
Notary Public

_____
Print Name

My commission expires: _____ (SEAL)

Exhibit A-2

Miami Foundation Scholarship Recipients	Total
Karla Utting	515.00
Carla Strickland	515.00
Devika Kaul	515.00
Sandra Lee	515.00
Caroline Lewis	515.00
Total	**$2,575.00**

FIRST AMENDMENT OF
THE INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND THE SOUTH FLORIDA REGIONAL COUNCIL FOR THE 7TH ANNUAL SOUTHEAST FLORIDA REGIONAL CLIMATE LEADERSHIP SUMMIT PROGRAM

THIS AMENDMENT NO. 1, effective as of November 17, 2015, made to the **Interlocal Agreement** ("the ILA") entered into the 20th day of May 2015, by and between **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, and the **SOUTH FLORIDA REGIONAL PLANNING COUNCIL**, a state agency,

WITNESSETH THAT

WHEREAS, the Parties entered into a Interlocal Agreement (ILA) for the planning, development and implementation of the 7th Annual Southeast Florida Regional Climate Leadership Summit Program; and

WHEREAS, the Parties desire to modify the Agreement by increasing the contract amount for the reimbursement of certain out of pocket expense incurred by the Council in its role as administrative support services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. The contract amount shall be increased for certain out of pocket expenses not to exceed $7,952 for travel and registration expenses, and $6,193 for miscellaneous expenses.
2. Both parties acknowledge receipt of carryover funds from Miami-Dade County in the amount of $3,724 from the conference held in 2014.
3. Monroe County Board of County Commissioners authorizes the South Florida Regional Planning Council to use the funds carried over from Miami Dade County in the amount of $3,724 towards the increased out of pocket expenses described above.
4. Therefore, the new contract total is as follows:

a. Original Contract Price	$30,000
b. Cost reimbursement	14,145
c. Miami Dade Funds	(3,724)
d. Total Contract	$40,421

5. Attached Exhibit A and Exhibit B detail the expenses to be reimbursed.
6. Payment for these expenses will be within 30 days of receipt of invoice and supporting details.
7. In all other respects, the terms and conditions of the ILA shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, Parties hereto have executed the Amendment to the Agreement as of the last date all signatures below are affixed.

IN WITNESS WHEREOF, The Partners or duly authorized representatives hereby execute this ILA on the date first written above.

Attest: Amy Heavilin, Clerk

By: _____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Date: _____

(SEAL)

SOUTH FLORIDA REGIONAL PLANNING COUNCIL

By: _____

Print Name: James F. Murley

Title: Executive Director

Date: 10-30-15

STATE OF FLORIDA
COUNTY OF BROWARD

On this 30th day of Oct, 2015, before me, the undersigned notary public, personally appeared James F. Murley, 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 contract with Monroe County for the purposes therein contained.

By: _____
Notary Public

ISABEL MORENO
MY COMMISSION # FF088241
EXPIRES: April 24, 2018

ISABEL MORENO
Print Name

My commission expires: 4-24-18 (SEAL)

Exhibit A

South Florida Regional Council

Monroe County Climate Leadership Summit

Travel Expense Detail

Description	Hotel	Transportation	Parking	Registration	Meals	Totals
Pre-Summit Travel 8/19/2015 - Trip #1 Completed						
8/19/15 Travel-David Meade	259.00	66.01	0.00	0.00	17.00	342.01
8/19/15Travel-Rhonda Noah	280.50	27.57	0.00	0.00	17.00	325.07
Total	539.50	93.58	0.00	0.00	34.00	667.08

Description	Hotel	Transportation	Parking	Registration	Meals	Totals
Pre-Summit Travel - Expected Trip #2						
Rhonda Noah	200.00	100.00			17.00	317.00
Karen Chang	200.00	0.00	0.00	0.00	17.00	217.00
Total	400.00	100.00	0.00	0.00	34.00	534.00

Travel & Registrations Fees for Summit

Description	Hotel	Transportation	Parking	Registration	Meals	Totals
Rhonda Noah	450.00	175.00	60.00	250.00	85.00	1,020.00
Karen Chang	450.00			250.00	85.00	785.00
Kathe Lerch	450.00			250.00	85.00	785.00
Isabel Moreno	450.00			250.00	85.00	785.00
Nancy Davis	450.00	175.00	60.00	250.00	85.00	1,020.00
Isabel Cosio Carballo	450.00			250.00	85.00	785.00
Karen Hamilton	450.00			250.00	85.00	785.00
Ed McGann	450.00			250.00	85.00	785.00
Totals	3,600.00	350.00	120.00	2,000.00	680.00	6,750.00

Grand Total Travel & Registration Expenses	4,539.50	543.58	120.00	2,000.00	748.00	7,951.08

Notes:

Transportation = Reimbursement for milage at SFRC rate of $0.45 plus tolls.

Meals include lunch and dinner on 11/30/15, breakfast on 12/1/15, lunch and dinner on 12/3/15.

Exhibit B

South Florida Regional Council

Monroe County Climate Leadership Summit

Other Expense Detail

Description		
Tote Bags	$ 2,193	Actual
Printing	2,500	Estimate
Signage	1,000	Estimate
Supplies	500	Estimate
Total	$ 6,193	

INTERLOCAL AGREEMENT
BETWEEN
MONROE COUNTY
AND THE
SOUTH FLORIDA REGIONAL PLANNING COUNCIL
FOR THE
7th ANNUAL SOUTHEAST FLORIDA
REGIONAL CLIMATE LEADERSHIP SUMMIT PROGRAM

THIS Interlocal Agreement ("the ILA") is entered into as of the 20th day of May 2015, by and between **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, having the principal place of business at 1100 Simonton Street, Suite 2-205, Key West, Florida 33040, and the **SOUTH FLORIDA REGIONAL PLANNING COUNCIL**, a state agency, having the principal place of business at 3440 Hollywood Boulevard, Suite 140, Hollywood, Florida 33021.

WITNESSETH THAT

WHEREAS, Monroe County ("County") and The South Florida Regional Planning Council ("SFRPC") (collectively, the "Partners") have come together to collaborate and to plan, develop and implement the 7th Annual Southeast Florida Regional Climate Leadership Summit Program; and

WHEREAS, the Partners listed above agreed to enter into a collaborative agreement in which Monroe County, as the lead agency, will host the 7th Annual Southeast Florida Regional Climate Leadership Summit (Summit) and the SFRPC will help plan and execute the Summit; and

WHEREAS, the Partners herein desire to enter into a Interlocal Agreement ("ILA") setting forth their collaborative agreement and the services to be provided by the Partners toward administrative support, planning, developing, hosting and implementing the Summit; and

WHEREAS, this memorandum shall commence on the date signed and shall continue for one year thereafter; and

WHEREAS, the collaborative histories, commitments, and services included in this ILA, herein, shall provide the framework for the Summit goods and services to be provided through this collaborative initiative; and

WHEREAS, the Partners now wish to enter into this ILA in order to set forth the terms and conditions,

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements set forth below, the Partners hereby agree as follows:

Section I – History of Collaborative Relationships

A. The Partners to this agreement have a long-standing history of working collaboratively. Their relationship began in 1969 following the creation of the SFRPC by Monroe,

Miami-Dade, and Broward Counties. In addition, the SFRPC has been an active partner in the *Southeast Florida Regional Climate Change Compact* since its creation in 2010 by Broward, Miami-Dade, Monroe, and Palm Beach Counties (Compact Counties).

B. Monroe County is one of the member counties of the *Southeast Florida Regional Climate Change Compact*. The Compact Counties meet annually at the annual Summit to mark progress and identify emerging issues. The responsibility of organizing and hosting the annual Summit rotates among the Compact Counties. Monroe County is responsible for hosting the 7th Annual Summit in 2015. The 2015 Summit is anticipated to be held at the Casa Marina Resort in Key West on December 1-3, 2015 with an expected attendance of 400 –700 registered guests. The City of Key West is anticipated to assist with the event by providing various in-kind services and a sponsorship.

C. SFRPC is a planning and public policy agency created by Monroe, Miami-Dade, and Broward Counties and has a mission to identify the long-term challenges and opportunities facing Southeast Florida and assist the Region's leaders in developing and implementing creative strategies that result in more prosperous and equitable communities, a healthier and cleaner environment, and a more vibrant economy. The SFRPC has been an active partner in the Compact since its inception. The SFRPC has been involved in organizing several conferences similar to the annual Summit, including the 2014 Summit for Miami-Dade County.

Section II – <u>Commitments and Services</u>

For purposes of this ILA, the terms "conference," "event," and "Summit" shall have the same meaning.

Provisions herein may not be assigned to other parties without the expressed mutual consent and written agreement of both the County and the SFRPC by amendment and approved with the same formality of this ILA.

Any change in the responsibilities outlined in this Section will require the express mutual consent and written approval (email acceptable) of both the County and the SFRPC.

A. For the purposes of this event, the SFRPC will assume primary responsibility for certain elements of Summit administrative planning and coordination, as specified below, and shall provide 1 full-time contact person and additional staff in support of Summit administrative planning and coordination. Monroe County will host and assume primary responsibility for certain elements of Summit planning, supervision and oversight of SFRPC work, coordination and execution, as specified below. Monroe County will provide four hours from the Sustainability Director as staff time per week in support of Summit directing, planning, coordination and execution.

B. The County shall pay for agreed upon expenses associated with the Summit, as approved by the County. The services shall be provided by experienced vendors to be solicited by the SFRPC and approved by the County.

C. Revenue from the Summit will consist of registration fees and sponsorships. Anticipated revenues are anticipated to cover the majority of Summit costs and expenditures. The SFRPC shall collect the registration fees and garner sponsorship donations on behalf of the County as

authorized by the County. All revenues received by the SFRPC on behalf of the County shall be provided to the County within fifteen days of receipt. All revenues shall be paid prior to December 1, 2015. If donations or fees are collected by the SFRPC after the event, those shall be immediately forwarded to the County.

D. In the event that the 2015 Summit is cancelled due to a natural disaster (such as a hurricane) or other Acts of God or otherwise, the SFRPC shall be paid for work performed up to the date of cancellation

E. The County will provide staff time to direct the Summit planning, coordination content development and execution tasks and to review and approve graphic designs, communication, products, solicitations, contracts and related tasks and services as provided by the SFRPC. The City of Key West is anticipated to provide in-kind contributions and a sponsorship fee.

F. SFRPC shall perform and carry out in a professional and proper manner the duties as described in the *Scope of Services* which is attached hereto as Exhibit A and made a part of this agreement. SFRPC 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 SFRPC shall at all times exercise independent, professional judgment, but shall coordinate through the County for key decisions, and shall assume professional responsibility for the services to be provided. SFRPC shall provide services using the following standards, as a minimum requirement:

1) The SFRPC shall maintain adequate administrative and substantive staffing levels to provide the services required under the ILA, consisting of at least 1 full time contact and additional staff that will be available during regular business hours. Closer to the event, such hours are anticipated to increase and the SFRPC will assign additional staff support as needed to ensure successful planning, implementation and execution of the event.

2) All personnel engaged in performing services under this ILA shall be fully qualified, and, if required, to be authorized, licensed or permitted under State and local law to perform such services.

3) For the purposes of this Event, the SFRPC will assume lead administrative responsibility for administrative planning, support, coordination and execution of the Summit, as detailed below and directed by the County. The SFRPC will be paid by the County for specific services performed as outlined in Exhibit A. The SFRPC will compensate employees and independent contractors retained by the SFRPC for labor and services in support of the Summit.

Section III –Contract Sum and Expenses

A. SFRPC shall be compensated an amount not to exceed Thirty Thousand Dollars ($30,000.00) for the SFRPC's services provided under this ILA. Such amount includes all expenses except as outlined herein. Travel expenses are included in the lump sum and therefore additional travel expenses will not be authorized for any reason. Payment will be made in percentage of completion of the lump sum amounts per task according to the **Deliverable Schedule** attached as Exhibit B, and according to the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The SFRPC shall

submit to the County an invoice with supporting documentation in a form acceptable to the Clerk based on the tasks and deliverables contained herein. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds. The County's Sustainability Manager will review the request, note her approval on the request and forward it to the Clerk for payment.

B. The County's performance and obligation to pay under this ILA is contingent upon an annual appropriation by the Monroe BOCC. The parties hereto understand that this ILA is not a commitment of future appropriations.

C. The accounting systems for the SFRPC must ensure that funds collected on behalf of the County are not commingled with its own funds or funds from other agencies. Funds must be accounted for separately. SFRPC is prohibited from commingling funds. If the SFRPC's accounting system cannot comply with this requirement, the SFRPC shall establish a system to provide adequate fund accountability.

D. If the County finds that these funds have been commingled, the County shall have the right to demand a refund, either in whole or in part, of the funds provided to the SFRPC under this ILA for non-compliance with the material terms of this ILA. The SFRPC, upon such written notification from the County shall refund, and shall forthwith pay to the County, the amount of money demanded by the County. 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 County by the SFRPC to the date repayment is made by the SFRPC to the County.

E. In the event that the County recovers costs, incurred under this ILA and reimbursed by the SFRPC, from another source(s), the SFRPC shall reimburse the County for all recovered funds originally provided under this ILA. 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 SFRPC to the date repayment is made to the County by the SFRPC.

F. The County will assume and pay all additional expenditures related to the Summit not covered under this ILA. Additional anticipated services not included in this ILA include, but are not limited to, the following:

1) design and printing of promotional materials
2) venue-related expenses such as conference rooms, food and beverage audio visual services and equipment
3) speakers' travel expenses and registration platform expenses.

The County shall contract directly with the vendors providing the services and pay for their services. However, the SFRPC shall coordinate and manage the related administrative tasks as specified herein at the direction of the County.

G. The SFRPC shall maintain detailed fiscal and program records and invoice backup in accordance with the reporting and auditing procedures required by Monroe County and the State of Florida.

Section IV – Term of the ILA

The term of this ILA shall commence on May 20, 2015 and continue for one (1) year or until the completion of the project, whichever occurs first. The completion of the project is likely to extend several months following the Summit to allow the SFRPC time to prepare a final report and conduct a final audit. For purposes of this agreement, the completion of the project is defined as the date that:

- all services are performed by the SFRPC, including submission of the final report to the County.
- all outstanding revenues (registration fees and sponsorship funds) are collected and received by the SFRPC and paid to the County;
- all services performed by the SFRPC and approved by the COUNTY have been paid by the County
- an audit report of funds received and transmitted to the County is provided.

This ILA may be terminated by either of the Partners with a 60 written Notice of Termination.

The Partners agree that time is of the essence in the performance of each and every obligation provided for in this ILA.

Section V – Project Management and Notice

The Project Manager for the County is Ms. Rhonda Haag. The Project Manager for the SFRPC is Mr. James (Jim) Murley. The Partners shall direct all matters arising in connection with the performance of this ILA and the Project to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this ILA.

All formal notices, demands, or other communications to Miami-Dade County related to this ILA shall be in writing and shall be deemed received if sent by certified mail to:

Monroe County
Attention: Roman Gastesi
County Administrator
1100 Simonton Street, Suite 2-205
Key West, FL 33040

Informal communications shall be directed to Rhonda Haag, at haag-rhonda@monroecounty-fl.gov.

All formal notices, demands, or other communications to the SFRPC under this ILA shall be in writing and shall be deemed received if sent by certified mail to:

South Florida Regional Planning Council (SFRPC)
Attention: James Murley, Executive Director
3440 Hollywood Boulevard, Suite 140
Hollywood, Florida 33021

All notices required by this ILA shall be considered delivered upon receipt. Should any of the Partners change its address, written notice of such new address shall promptly be sent to the other.

Section VI – Records Retention/Ownership

As provided below, all Partners shall maintain all records related to this Project, and particularly for Project tasks under their purview pursuant to this ILA, and all Partners shall have inspection and audit rights. Documents which are deemed to be public records under the Florida Public Records Act may be subject to compelled disclosure under Florida law, notwithstanding the fact that those documents are stored by a private party.

A. Maintenance of Records

All Partners shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this ILA and the Project, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of at least five (5) years from the expiration or termination date of this ILA, or longer as required pursuant to the Florida Public Records Act.

B. Examination of Records

All Partners or their designated agents shall have the right to examine, in accordance with generally accepted governmental auditing standards, all records directly or indirectly related to this ILA and the Project. Such examination may be within five (5) years from the expiration or termination of this ILA, or longer as required pursuant to the Florida Public Records Act, and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes

In the event that any of the Partners should become involved in a legal dispute with a third party arising from performance under this ILA, the other Partners shall extend the period of maintenance for all records relating to this ILA until the final disposition of the legal dispute, and all such records shall be made readily available.

D. Exemption

Any and all information not subject to disclosure under federal law, including but not limited to any and all criminal intelligence any and all criminal investigative information, any and all law enforcement related information obtained, retained or created by the United States Attorney's Office is exempt from the requirements of this Section. Notwithstanding this paragraph, documents which are deemed to be public records

subject to disclosure under the Florida Public Records Act could be subject to compelled disclosure under Florida law.

Section VII- Indemnification

A. Subject to the sovereign immunity provisions and liability limitations of Florida Statutes Section 768.28, the County assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the County and the officers, employees, servants, and agents thereof. The County warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the County officers, employees, servants, and agents while acting within the scope of their employment with the County.

B. Subject to the sovereign immunity provisions and liability limitations of Florida Statutes Section 728.68, SFRPC, a State Agency as defined in Chapter 768.28, Florida Statutes, assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligence acts or omissions of the SFRPC and the officers, employees, servants, and agents thereof. SFRPC warrants and represents that it is self-funded for liability insurance, or has liability insurance, or has liability insurance, both public and property, with such protection being applicable to the SFRPC's officers, employees, servants and agents while acting within the scope of their employment with SFRCP.

C. The County and SFRPC further agree that nothing contained herein shall be construed to interpret as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the United States or its agents and agencies to be sued; (3) the consent of the State of Florida or its agents and agencies to be sued; or (4) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

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Section VIII – Signatures

The Partners have each signed this ILA, and in so doing, pledge our support to implement the 2015 Summit in Monroe County, Florida.

IN WITNESS WHEREOF, the Partners or their duly authorized representatives hereby execute this ILA on the date first written above.

(SEAL)
Attest: Amy Heavilin, Clerk
By: Cheryl Robertson
Deputy Clerk
Date: 5/20/15

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA
By: _____
Mayor/Chairman
Date 5/20/15

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
4-15-15

(SEAL)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
NATILEENE W CASSEL
ASSISTANT COUNTY ATTORNEY
Date 5/22/15

SOUTH FLORIDA REGIONAL
PLANNING COUNCIL
By: _____
Print name: James F. Murley
Title: Executive Director
Date: 5/15/15

STATE OF FLORIDA
COUNTY OF BROWARD

On this 15 day of MAY, 2015, before me, the undersigned notary public,
Personally appeared James Murley, 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 contract with Monroe County for the purposes therein contained.

By: _____
Notary Public
ISABEL MORENO
Print Name

ISABEL MORENO
MY COMMISSION # FF088241
EXPIRES: April 24, 2018

My commission expires: 4-24-18

Seal

EXHIBIT A – SCOPE OF WORK

The Partners agree to provide the following services toward support, planning, developing, hosting and implementing the Summit:

A. MONROE COUNTY shall provide the following services:

1) SUPPORT: Provide staffing support equal to 4 hours per week for Summit planning, directing the SFRPC's activities, and coordination of the event. Such support shall increase to 8 hours per week one month in advance of the event.

2) SUMMIT RELATED CONTRACTS: Locate potential venues in the Keys able to host the Summit, negotiate and execute the contract with the selected hotel vendor. Review contracts for all other summit services, such contracts to be solicited, negotiated and prepared by the SFRPC. Upon submission to and approval by the County, execute the contracts.

3) REGISTRATION FEES and SPONSORSHIP LEVELS: Set registration fees, sponsor/exhibit charges, and sponsorship levels, after receipt and review of proposed suggestions from the SFRPC.

4) PROGRAM AGENDA CONTENT /DESIGN: Identify and develop program topics, content and speakers in conjunction with the Summit Planning Committee. Develop the speaker/presentation panel topics and identify the presenters and moderators who will be invited to participate. Coordinate with the SFRPC and the SE Florida Regional Climate Change Compact Steering Committee.

5) WEBSITE: Design a County website with information about the Summit. Web page will post conference information and contain a link to an on-line registration/ payment process (online registration and payment process to be handled by SFRPC with revenues paid to the County accompanied by backup documentation). Website will also include contact information for companies interested in exhibiting and sponsorships.

6) MARKETING/MEDIA: Approve and release all media promotional pieces, including social media, as drafted and presented by the SFRPC. Review and issue Summit press releases as drafted and presented by SFRPC.

7) VENDOR PAYMENTS: Utilize funds received through the SFRPC and to Monroe County directly from guest registration fees and summit sponsorship donations to remit payment to the various vendors providing approved services for the event.

8) LIAISON: Serve as primary liaison for elected officials who will be speaking at or attending the summit

9) INVITATIONS: Approve invitations, which are prepared, produced, printed and mailed by the SFRPC to elected officials and community VIP'S. This expense is assumed to be covered in the Contract Sum of $30,000 for this ILA.

10) COORDINATION: Coordinate with the SFRPC and the City of Key West, the Summit partner.

11) SPONSORS: Vet potential sponsors with County staff and the SE Florida Regional Climate Change Compact Steering Committee for potential conflict prior to accepting sponsorship agreements.

12) SUNSET BOAT CRUISE – Work with the hotel to potentially provide a sunset cruise.

13) MUSIC – Work with the hotel to potentially provide a band for music during evening luau event.

B. **The SFRPC shall provide the following administrative support services** for the event in the form of administrative planning, coordination, and implementation tasks, coordinating with the County at regular intervals and decision points:

1) WORK PLAN: Develop administrative work plan and task assignment list by June 15, 2015, in collaboration with the County, for addressing all summit administrative planning and implementation activities. Work plan and assignments shall contain specific deadlines.

2) SUPPORT: Provide a minimum of one designated 1 full-time contact person and additional staff to be available during regular business hours, for Summit administrative planning, task implementation and coordination. Such person shall provide immediate response, but no later than 24 hour response to County questions and concerns for the entire length of this ILA up to and including the Summit.

Maintain a weekly communication at a time and day to be determined with County project leader via telephone and email. Be available for in-person meetings with project leader and Compact Planning Team on an as-needed basis and as requested by the County. Provide capable and knowledgeable backup administrative staff to timely manage activities if assigned SFRPC staff is out of the office for any reason. Communicate planned absences as far in advance as possible to County, a minimum of 21 days' notice for periods exceeding one week absence and a minimum of 5 days' notice for periods less than one week absence.

3) SUMMIT RELATED CONTRACTS: Once the hotel contract is executed by the County, meet and communicate with the hotel staff to set the reservation terms for the sleeping rooms, event menus, schedules, media room and ballroom setups, and other related venue tasks. Coordinate with the County for decision points. Serve as the

principal logistical coordinator with the hotel. Monitor hotel contract terms and conditions and ensure that all terms are implemented. Hotel rooms or parking may not be charged by the SFRPC to the County for any reason.

Solicit, negotiate and prepare contracts for all other summit services, including the speakers, at the direction of and in coordination with the County, and submit to the County for approval and execution. Follow all applicable government procedures, including the Monroe County Procurement Policy. After the contracts are executed by the County, manage the tasks and deliverables related to the contracts, review invoices received from the vendors, prepare the documentation for payment of invoices and submit to the County for payment to the vendors and speakers.

4) REGISTRATION FEES and SPONSORSHIPS: Propose a complete set of registration fees, sponsor/exhibit charges, and sponsorship levels and submit to the County for review and approval. Once approved, work with the County's IT staff to insert on the County's Climate Summit webpage.

5) PROGRAM AGENDA/DESIGN: Locate a professional graphics contractor to prepare the content and design the Summit program, following County Procurement guidelines, and submit to the County for approval. Negotiate and prepare a contract and submit to the County for approval. Once the County has issued the contract, manage the work of the firm to design, prepare, gather and assemble all content and print the Summit agenda, program and other Summit materials and addenda, based on guidance and direction provided by Monroe County, . Design and print additional conference materials including, but not limited to: speaker bios, handouts, name badges, signs, sponsor identification and information packets for attendees and media and submit to County for review and approval. The timeline for submittals shall be included in the proposed Work Plan, due by June 15, 2015. County has final approval for all content and the look of the program and materials.

6) CREDITS: At the direction of Monroe County, the SFRPC shall coordinate and seek professional certifications for the conference including, but not limited to, certification by the American Institute of Certified Planners, the U.S. Green Building Council, floodplain management and any other relevant credits the Planning Coordinating Committee determines is desired. This shall include drafting any session descriptions, submittal of speaker bios and any applications or supporting documentation to process those certifications. Such certification credits shall be announced in Summit promotional materials.

7) WEBSITE: Use the County's summit webpage. Develop online registration and event marketing platform. Design and prepare the information and link for the online registration system in coordination with County's IT staff and consultants. Provide SFRPC contact information for entities interested in exhibiting and sponsorships.
Work with County and SE FL Regional Compact and routinely provide information to update County and Compact websites with information about the Summit. Prepare content for Monroe website media and social media promotional pieces.

8) MARKETING/MEDIA: Prepare all media promotional pieces, including social media, and provide to County for review and approval. Prepare a minimum of 10 Summit pre and post press releases for County review and release, utilizing contacts from prior summits and SFRPC 750 meetings. Draft social media marketing pieces and submit to County for review and release. Provide the County coordinator with a copy of the email contact distribution list after the summit

   If directed by the County, release the press releases upon approval. Design, Prepare and distribute Save the Date cards, after review and approval of the County. Prepare a minimum of 8 regular media and social media promotional pieces and submit to the County for review and release. Devise a strategy for inviting and registering targeted media representatives to attend the Summit, and submit to County for review and approval. After approval, implement the strategy.

9) FUNDS AND PAYMENTS: Collect and receive payments from guest registrations and sponsors on behalf of the County, and provide funds to County within 15 days of receipt. Implement an electronic payment system so that guests and vendors may pay with credit cards if desired. Allow check payments. Do not utilize any of these funds for any reason other than to remit to the County within 15 days of receipt.

10) LIAISON: Serve as secondary liaison at the direction of the County for elected officials who will be speaking at or attending the Summit

11) INVITATIONS: Prepare and design a *Save the Date* card, using a professional graphics contractor preapproved by the County and with whom the County has issued a contract, and provide the invitation to the County for review and approval. Upon approval, print and distribute Summit *Save the Date* card to previous registrants, the 4-County Compact area municipal and county staff, exhibitors and sponsors, using experienced vendors as applicable and with the approval of the County. Mail invitations using first class mail. Create content for and email out electronic invitations once approved by the County.

    Prepare and design Timeline Events notifications and the invitation and provide to County for review and approval. Distribute to prior year's attendees and all county and municipal governments within seven-county Southeast Florida/Treasure Coast region. Draft content and send a minimum email invitations (email blasts) to distribution lists (the SFRPC and County lists) for each Event, once content is approved by County.

    Timeline Events:

    1) Save the Date – June 15, 2015
    2) Registration is open / Invitation – June 30, 2015
    3) Don't forget to register – August 2015
    4) Don't forget to register at Summit and Hotel - September
    4) Registration will close in a month - October
    5) Registration will close in 3 weeks

6) Two weeks prior to event
7) One week prior to event
8) Three days prior to event
9) Last day prior to event

Ensure that all mailings, invitations and registration materials are distributed according to timelines that will be mutually developed. All attendees must be registered and paid, including students, sponsors, County and RPC staff and all others. RPC shall not authorize courtesy registrations or authorize attendees to attend at "no charge" without the advance written approval of the County.

12) COORDINATION: Coordinate with the County and the City of Key West. Serve as secondary liaison with elected officials who will be speaking at or attending the Summit, at the direction of the County. Complete all assigned tasks according to mutually developed timelines and deadlines, which shall be proposed in the Work Plan. Provide a minimum of one full time staff person (1 FTE) to serve as the lead person to coordinate the Summit in conjunction with Monroe County. Lead, organize, perform, and manage tasks necessary to support Monroe County and its partners to meet the conference/Summit requirements and objectives. Request and arrange for substantive and administrative support staff from the Compact Counties at the request by the County to serve as speakers, session moderators, technicians, and/or administrative assistants.

13) SPONSORS: Solicit and secure sponsors and a minimum of $25,000 in sponsorship donations. Design and prepare sponsorship and exhibitor/vendor packages and fee structures provide to the County for review and approval. Solicit sponsors/exhibitors/vendors/advertisers by personal telephone calls, visits, and personalized emails and conduct the majority of this effort by July 30, 2015. However, if additional sponsorships are needed to cover expenses, continue fund raising efforts. Prepare a report on the efforts, including a list of potential sponsors contacted and the response, positive or negative, and provide to the County on a bi-weekly basis, with updates highlighted. Prepare and finalize sponsorship commitments and collect sponsorship revenue, except from sponsors directly secured by the County. Ensure that sponsorship benefits are fulfilled. Prepare post-Summit thank you letters to sponsors and exhibitors.

14) TOTE BAGS / GIVEAWAYS: Research and provide recommendations to the County for strong and environmentally friendly tote bags to be used for sponsorship. After the County selects the bag, RPC shall coordinate production arrangements with the vendor. Coordinate with the County, City of Key West and sponsors and research a minimum of 6 give-a-ways at the Summit, to be provided by the sponsors / exhibitors. Provide list to County for review and approval.

15) REGISTRATION: Fully manage Summit registration process, using the County website, and provide regular updates to County project leader. This task shall include contracting with an entity meeting industry standards (such as "Eventbrite" or

"Complete Ticketing Solutions") to handle processing of registrations and receipt of funds. The fee for this is included in the Contract Sum of this ILA and will not be an additional fee or additional contract covered by the County.

Create master data base to track registration, speakers, elected officials and sponsors. Provide a weekly update to County. SFRPC shall not allow free registrations for the Summit or registered guests to attend without prior receipt of payment, unless specific approval is provided by County project leader. Design a procedure to ensure all registrations are paid prior to the event, and if not, notify the registrant that the registration will be cancelled. Provide suggested promotional codes, if any that may be utilized to offset individual costs of certain Summit registrations and provide to County for review and approval. Develop suggested registration fees, exhibit charges and sponsorship levels with the Summit Planning Committee and submit to County for review and approval. The registration list may not be released to anyone. All requests for the registration / attendance list must be coordinated through the County.

16) SUMMIT GREENING AND CARBON OFFSET: Attempt to contract with or obtain sponsorship from an external entity to provide carbon offsets for the conference. Develop ideas for "greening" of Summit such as promoting and facilitating public transportation and car-pooling, recycling of materials, use of renewal or recyclable products, food options, etc.

17) VENDORS AND EXPENSE PAYMENTS. For Summit related expenditures including, but not limited to, speaker travel expenses, program, venue, audio visual and other related expenses prepare documentation for check payments, using County forms, and submit to County for processing and payment to Summit vendors. SFRPC shall solicit, organize, assemble, negotiate and draft all contracts and submit to County for approval and execution, with County guidance. SFRPC shall use County boilerplate if possible. All principals of government accounting, finance, solicitation and contracting shall be followed. SFRPC acknowledges that it has received a copy of the County's Procurement Policy and shall abide by its standards.

18) SPEAKERS: Serve as primary logistical administrative coordinator for all speakers. Make arrangements with confirmed speakers as requested by the Summit Planning Committee members, obtain commitments from speakers in writing, obtain bios (edit as necessary) and PowerPoint presentations from speakers, assist with travel arrangements on an as-needed basis (speakers will be responsible for their own travel arrangements) and process travel stipend reimbursements to the County, using County forms, for confirmed speakers. Reimbursement caps will be set by Monroe County and shall follow Monroe County Travel Requirements. Authorization for Travel forms must be used prior to travel, and Request for Reimbursement forms used after travel is completed. Determine audio visual needs for each speaker and session and arrange for the necessary equipment in designated event conference rooms. Assist out-of-town speakers as needed with hotel reservations. At no time shall any travel expenses be direct charged to the County for any reason.

19) VENUE SET UP: Fully manage and oversee setup of exhibit space, meeting space, registration area, VIP room, media room and business support area at the event, in coordination with hotel staff. Respond and manage the exhibitor/vendor requests and assist exhibitors/vendors during setup, conference period, and breakdown. Assist the hotel and County with planning for meal and refreshment/break service at the event. Submit all meal menus to the County for approval, including breakfast, lunch, snacks, dinner and the luau dinner. Coordinate with County's AV staff or AV contractor and provide AV tech coordination throughout conference. Provide on-site supervision during the conference and provide personnel to staff registration desk during conference. During the Summit, a minimum of 8 SFRPC personnel shall provide logistical support, unless otherwise directed by the County for a lesser number.

20) EVALUATION and FOLLOW UP: Prepare and distribute a conference evaluation form to all attendees, after review and approval of the County. Collect all surveys and provide an analysis and summary of results to Monroe coordinator within sixty (60) days after the Summit. Prepare a list of individuals/organizations to receive thank you notes within one week following the Conference, draft letters and provide to the County within two weeks after the Summit. Complete all assigned tasks according to mutually developed timelines and deadlines and provide biweekly status reports until a month prior to the Summit in which case the report frequency shall be weekly. Assist / provide input for a "Lessons Learned" document to assist next year's Summit organizers. Prepare a Final Report and Audit and provide to County. Do not maintain any "carryover" funds, issue all funds to Monroe County with in the time frame required. Provide any additional tasks as mutually agreed upon.

The SFRPC acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and commitments and services under this Agreement. All things not expressly mentioned in this agreement, but necessary to carrying out its intent are required by this Agreement, and the SFRPC shall perform the same as though they were specifically mentioned, described and delineated.

The SFRPC acknowledges that the County shall be responsible for making all policy decision regarding the commitment and services section. The SFRPC agrees to provide input on policy issues in the form of recommendations. The SFRPC agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the County. The SFRPC agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

End.

EXHIBIT B – TASK / PAYMENT SCHEDULE

The following pricing is the all-inclusive pricing to provide Monroe County with Conference Planning and Implementation Services for the Seventh Annual Southeast Florida Regional Climate Change Summit.

TASKS TO BE COMPLETED by the SFRPC:

"Deliverables" shall be defined as progress reports, bid documents, completed web pages, specific reports, work plans, documentation of meetings attended, agendas, programs, summary reports, recommendation reports and related draft reports and verifiable deliverables.

1. WORK PLAN: Develop work plan and task assignment list.
   Task Completion Date: June 15, 2015
   Lump Sum Fee $1,000.

2. SUPPORT: Provide a minimum of 1 full-time contact person (1 FTE) and additional staff at all times through 12/4/15. Maintain regular communication with project leader via telephone and/or email and be available for in-person meetings if needed with project leader no more frequently than once per week prior to the Summit.
   Task Completion Date: December 4, 2015
   Lump Sum Fee $5,000.

3. SUMMIT RELATED CONTRACTS / HOTEL CONTRACT: Serve as the principal logistical coordinator with the hotel and venue. Solicit, negotiate and prepare contracts for all other summit services and submit to the County for approval and execution.
   Task to be completed continuously through December 4, 2015
   Lump Sum Fee $2500.

4. SUMMIT FEES and SPONSORSHIP LEVELS: Propose a complete set of registration fees, sponsor/exhibit charges, and sponsorship levels and submit to the County for review and approval.
   Due Date: June 15, 2015
   Lump Sum Fee $1000.

5. PROGRAM AGENDA/DESIGN: Design, prepare and print Summit agenda and program and any addenda based on guidance provided by Monroe County, as well as other Summit materials, using a design contractor provided by the County. Timeline for submittals to be included in the proposed Work Plan. Design, edit, produce and print all conference materials including programs, speaker bios, handouts, name badges, signs, sponsor identification and information packets for attendees and media.
   Task Completion Date: November 15, 2015
   Lump Sum Fee $2500.

6. WEBSITE: Develop online registration and event marketing platform. Design and prepare the information and link for the online registration system in coordination with County's IT staff, and receive payments from registered guests on behalf of the County.
   Task Completion Date for platform: June 30, 2015.
   Task Completion Date for monthly registration and collection: December 1, 2015
   Lump Sum Fee $1500.

   6A CREDITS: coordinate and seek professional certifications for the conference.
   Task Completion Date: August 1, 2015
   Lump Sum Fee: $1,000

7. MARKETING/MEDIA: Prepare all media promotional pieces, including social media, and provide to County for review and approval. Prepare 3 pre-summit and one post-summit press releases and provide to County for review and approval. Devise a strategy for inviting and registering targeted media representatives to attend the Summit, and submit to County for review and approval. After approval, implement the strategy.
   Task Completion Date: December 15, 2015
   Lump Sum Fee $2000

8. PAYMENTS: The SFRPC shall not utilize any funds received through the SFRPC from guest registrations and summit sponsorships for any reason other than to remit to the County within 45 days of receipt.
   No Task Completion Date of Lump Sum Payment

9. LIAISON: Serve as secondary liaison for elected officials who will be speaking at or attending the summit.
   Task Completion Date: December 3, 2015
   Lump Sum Fee $1,000

10. INVITATIONS / SAVE THE DATE: Prepare and design a *Save the Date* card and provide to County for review and approval. Upon approval, print and distribute Summit *Save the Date* card. Mail invitations and create content for and email out electronic invitations.
   Task Completion Date: June 15, 2015
   Lump Sum Fee: $1,000.

11. COORDINATION: Coordinate with the County and the City of Key West, the Summit co-host. Serve as secondary liaison with any elected officials who will be speaking at or attending the Summit. Complete all assigned tasks according to mutually developed timelines and deadlines, which shall be proposed in the Work Plan. Provide a minimum of one full time staff person (1 FTE) to serve as the **lead** person to coordinate the Summit in conjunction with Monroe County.
   Task Completion Date: December 4, 2015
   Lump Sum Fee: $1,500

12. SPONSORS: Solicit and secure sponsors and a minimum of $25,000 in sponsor fees. Design sponsorship and exhibitor/vendor. Solicit sponsors/exhibitors/vendors/advertisers by June 30,

2015. Prepare a detailed list and provide to the County on a monthly basis. Prepare and finalize sponsorship commitments and collect sponsorship revenue, Ensure that sponsorship benefits are fulfilled. Prepare post-Summit thank you letters to sponsors and exhibitors.

Task Completion Date December 4, 2015

Lump Sum Fee: $2500, based upon receipt of $25,000 in sponsorships from sponsors solicited by the SFRPC.

13. TOTE BAGS / GIVEAWAYS: Research and provide recommendations to the County for strong and environmentally friendly tote bags to be used for sponsorship. After the County selects the bag, RPC shall coordinate production arrangements with the vendor. Coordinate with the City of Key West, County and sponsors and research a minimum of 6 give-a-ways at the Summit, to be provided by the sponsors / exhibitors. Provide list to County for review and approval.

    Task Completion Date: November 1, 2015

    Lump Sum Fee: $1,000.

14. REGISTRATION: Fully manage Summit registration process, including processing of registrations and receipt of funds. Create master data base to track registration (including speakers) and sponsorship information. Provide a monthly update to County.

    Task Completion Date: December 1, 2015

    Lump Sum Fee: $1500

15. SUMMIT GREENING AND CARBON OFFSET: Contract with or obtain sponsorship from an external entity to provide carbon offsets for the conference. Develop ideas for "greening" of Summit.

    Task Completion Date: November 1, 2015

    Lump Sum Fee: $0

16. VENDORS AND EXPENSE PAYMENTS: Monitor revenue generated from registration fees and sponsorships and provide the County with monthly statements of revenue collected. Also provide the County the revenue on a monthly basis. Prepare documentation for check payments. Solicit, organize, assemble, negotiate and draft all contracts.

    Task Completion Date: December 4, 2015

    Lump Sum Fee: $1,000

17. SPEAKERS: Serve as primary logistical coordinator for all speakers before and during the event.

    Task Completion Date: December 4, 2015

    Lump Sum Fee: $1500

18. VENUE SET UP: Fully manage and oversee setup of exhibit space, meeting space, registration area, VIP room, media room and business support area at the event. Coordinate with County's AV staff or AV contractor Provide on-site supervision during the conference and provide personnel to staff registration desk during conference.

    Task Completion Date: December 4, 2015

    Lump Sum Fee: $1,000

19. EVALUATION and FOLLOW UP: Prepare and distribute a conference evaluation form to all attendees. Collect all surveys and provide an analysis and summary of results to Monroe coordinator. Prepare a list of individuals/organizations to receive thank you notes following the Conference, draft letters and provide to the County. Provide biweekly status reports until a month prior to the Summit in which case the report frequency shall be weekly. Prepare a list of individuals/organizations/ sponsors to receive thank you notes following the conference.

    Task Completion Date: January 30, 3016

    Lump Sum Fee: $500

20. FINAL REPORT: Prepare a final report, including a "Lessons Learned" document to assist next year's Summit organizers. Prepare an audited financial analysis of all revenues and expenditures.

    Task Completion Date: April 30, 2016

    Lump Sum Fee: $1000.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 – MAR Division: County Attorney

Bulk Item: Yes ___ No XX Staff Contact Person: Bob Shillinger, 292-3470

AGENDA ITEM WORDING: 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.

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.

A BOCC workshop is scheduled for January 26, 2016 in Marathon, FL beginning at 10:00 a.m. The special meeting/closed session would begin at 9:30 a.m. and would conclude in time for the 10:00 a.m. workshop.

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 OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included _____ Not Required X

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 2/05

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 – MAR 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 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.

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: 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 OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included ____ Not Required X

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 2/05

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/2016 – MAR 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 February 10, 2016 in Key West, 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 OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included _____ Not Required X

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 2/05

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2015 Department: County Attorney

Bulk Item: Yes X No ___ Staff Contact /Phone #: Christine Limbert-Barrows Ext. 3475

AGENDA ITEM WORDING: 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.

ITEM BACKGROUND: Gayle Tippett is general manager/owner of Strike Zone Charters, Inc. and is a member of the TDC. Strike Zone Charters, Inc. may supply services to business entities which contract with the TDC for services or otherwise have a contractual relationship with the TDC. While Ms. Tippett must avoid any potential voting conflicts pursuant to F.S. 112.3143(3)(a) and Monroe County Code Section 2-429 by abstaining from voting on such measures, obtaining a waiver from the appointing body on "standard of conduct" provisions is allowed by F.S. 112.313(12) in order to avoid any potential conflict created by F.S. 112.313 (3) and (7). F.S. 112.313(12) provides that an appointing body can waive any such potential conflict upon full disclosure of the relationship and a two-thirds vote of the governing body. CE 4A, Disclosure of Business Transaction, Relationship or Interest has been provided and is attached.

PREVIOUS RELEVANT BOCC ACTION: 9/16/15 Approval of appointment to the TDC

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval.

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

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF 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

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL	OFFICE / POSITION HELD
Tippett, Gayle D.	TDC Board Member
MAILING ADDRESS	AGENCY OR ADVISORY BOARD
29675 Overseas Highway	T.D.C.
CITY ZIP COUNTY	ADDRESS OF AGENCY
Big Pine Key, FL 33043 - Monroe	1201 White Street #102, Key West, FL 33040

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (X) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   (X) Supplying the following realty, goods, and/or services: Boating Service.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   Strike Zone Charters, Inc. - Big Pine Key, FL.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   (X) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; (X) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

[CONTINUED ON REVERSE SIDE]

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (X) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   Boating Services / Charters

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   Strike Zone Charters, Inc, 29675 Overseas Highway Big Pinekey FL
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   (X) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; (X) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED
Gayle D. Sypsett	12/8/15	

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

[CONTINUED FROM FIRST SIDE]

ADDITIONAL BACK-UP

Select Year: 2015 Go

The 2015 Florida Statutes

Title X
PUBLIC OFFICERS, EMPLOYEES, AND RECORDS

Chapter 112
PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS

View Entire Chapter

112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(1) DEFINITION.—As used in this section, unless the context otherwise requires, the term "public officer" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

(2) SOLICITATION OR ACCEPTANCE OF GIFTS.—No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

(3) DOING BUSINESS WITH ONE'S AGENCY.—No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

(a) October 1, 1975.

(b) Qualification for elective office.

(c) Appointment to public office.

(d) Beginning public employment.

(4) UNAUTHORIZED COMPENSATION.—No public officer, employee of an agency, or local government attorney or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer, employee, or local government attorney knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer, employee, or local government attorney was expected to participate in his or her official capacity.

(5) SALARY AND EXPENSES.—No public officer shall be prohibited from voting on a matter affecting his or her salary, expenses, or other compensation as a public officer, as provided by law. No local government attorney shall be prevented from considering any matter affecting his or her salary, expenses, or other

ADDITIONAL BACK-UP

compensation as the local government attorney, as provided by law.

(6) MISUSE OF PUBLIC POSITION.—No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31.

(7) CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency shall not be prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section shall be deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

(8) DISCLOSURE OR USE OF CERTAIN INFORMATION.—A current or former public officer, employee of an agency, or local government attorney may not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

(9) POSTEMPLOYMENT RESTRICTIONS; STANDARDS OF CONDUCT FOR LEGISLATORS AND LEGISLATIVE EMPLOYEES.—

(a)1. It is the intent of the Legislature to implement by statute the provisions of s. 8(e), Art. II of the State Constitution relating to legislators, statewide elected officers, appointed state officers, and designated public employees.

2. As used in this paragraph:

a. "Employee" means:

(I) Any person employed in the executive or legislative branch of government holding a position in the Senior Management Service as defined in s. 110.402 or any person holding a position in the Selected Exempt Service as defined in s. 110.602 or any person having authority over policy or procurement employed by the

Department of the Lottery.

(II) The Auditor General, the director of the Office of Program Policy Analysis and Government Accountability, the Sergeant at Arms and Secretary of the Senate, and the Sergeant at Arms and Clerk of the House of Representatives.

(III) The executive director and deputy executive director of the Commission on Ethics.

(IV) An executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, analyst, or attorney of the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, Senate Minority Party Office, House Majority Party Office, or House Minority Party Office; or any person, hired on a contractual basis, having the power normally conferred upon such persons, by whatever title.

(V) The Chancellor and Vice Chancellors of the State University System; the general counsel to the Board of Governors of the State University System; and the president, provost, vice presidents, and deans of each state university.

(VI) Any person, including an other-personal-services employee, having the power normally conferred upon the positions referenced in this sub-subparagraph.

b. "Appointed state officer" means any member of an appointive board, commission, committee, council, or authority of the executive or legislative branch of state government whose powers, jurisdiction, and authority are not solely advisory and include the final determination or adjudication of any personal or property rights, duties, or obligations, other than those relative to its internal operations.

c. "State agency" means an entity of the legislative, executive, or judicial branch of state government over which the Legislature exercises plenary budgetary and statutory control.

3.a. No member of the Legislature, appointed state officer, or statewide elected officer shall personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or member for a period of 2 years following vacation of office. No member of the Legislature shall personally represent another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals or in settlement negotiations after the filing of a lawsuit.

b. For a period of 2 years following vacation of office, a former member of the Legislature may not act as a lobbyist for compensation before an executive branch agency, agency official, or employee. The terms used in this sub-subparagraph have the same meanings as provided in s. 112.3215.

4. An agency employee, including an agency employee who was employed on July 1, 2001, in a Career Service System position that was transferred to the Selected Exempt Service System under chapter 2001-43, Laws of Florida, may not personally represent another person or entity for compensation before the agency with which he or she was employed for a period of 2 years following vacation of position, unless employed by another agency of state government.

5. Any person violating this paragraph shall be subject to the penalties provided in s. 112.317 and a civil penalty of an amount equal to the compensation which the person receives for the prohibited conduct.

6. This paragraph is not applicable to:

a. A person employed by the Legislature or other agency prior to July 1, 1989;

b. A person who was employed by the Legislature or other agency on July 1, 1989, whether or not the person was a defined employee on July 1, 1989;

c. A person who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994;

d. A person who has reached normal retirement age as defined in s. 121.021(29), and who has retired

under the provisions of chapter 121 by July 1, 1991; or

e. Any appointed state officer whose term of office began before January 1, 1995, unless reappointed to that office on or after January 1, 1995.

(b) In addition to the provisions of this part which are applicable to legislators and legislative employees by virtue of their being public officers or employees, the conduct of members of the Legislature and legislative employees shall be governed by the ethical standards provided in the respective rules of the Senate or House of Representatives which are not in conflict herewith.

(10) EMPLOYEES HOLDING OFFICE.—

(a) No employee of a state agency or of a county, municipality, special taxing district, or other political subdivision of the state shall hold office as a member of the governing board, council, commission, or authority, by whatever name known, which is his or her employer while, at the same time, continuing as an employee of such employer.

(b) The provisions of this subsection shall not apply to any person holding office in violation of such provisions on the effective date of this act. However, such a person shall surrender his or her conflicting employment prior to seeking reelection or accepting reappointment to office.

(11) PROFESSIONAL AND OCCUPATIONAL LICENSING BOARD MEMBERS.—No officer, director, or administrator of a Florida state, county, or regional professional or occupational organization or association, while holding such position, shall be eligible to serve as a member of a state examining or licensing board for the profession or occupation.

(12) EXEMPTION.—The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(a) Within a city or county the business is transacted under a rotation system whereby the business transactions are rotated among all qualified suppliers of the goods or services within the city or county.

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

(c) The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier.

(d) An emergency purchase or contract which would otherwise violate a provision of subsection (3) or subsection (7) must be made in order to protect the health, safety, or welfare of the citizens of the state or

any political subdivision thereof.

(e) The business entity involved is the only source of supply within the political subdivision of the officer or employee and there is full disclosure by the officer or employee of his or her interest in the business entity to the governing body of the political subdivision prior to the purchase, rental, sale, leasing, or other business being transacted.

(f) The total amount of the transactions in the aggregate between the business entity and the agency does not exceed $500 per calendar year.

(g) The fact that a county or municipal officer or member of a public board or body, including a district school officer or an officer of any district within a county, is a stockholder, officer, or director of a bank will not bar such bank from qualifying as a depository of funds coming under the jurisdiction of any such public board or body, provided it appears in the records of the agency that the governing body of the agency has determined that such officer or member of a public board or body has not favored such bank over other qualified banks.

(h) The transaction is made pursuant to s. 1004.22 or s. 1004.23 and is specifically approved by the president and the chair of the university board of trustees. The chair of the university board of trustees shall submit to the Governor and the Legislature by March 1 of each year a report of the transactions approved pursuant to this paragraph during the preceding year.

(i) The public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) The public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency and:

1. The price and terms of the transaction are available to similarly situated members of the general public; and

2. The officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

(13) COUNTY AND MUNICIPAL ORDINANCES AND SPECIAL DISTRICT AND SCHOOL DISTRICT RESOLUTIONS REGULATING FORMER OFFICERS OR EMPLOYEES.—The governing body of any county or municipality may adopt an ordinance and the governing body of any special district or school district may adopt a resolution providing that an appointed county, municipal, special district, or school district officer or a county, municipal, special district, or school district employee may not personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or employee for a period of 2 years following vacation of office or termination of employment, except for the purposes of collective bargaining. Nothing in this section may be construed to prohibit such ordinance or resolution.

(14) LOBBYING BY FORMER LOCAL OFFICERS; PROHIBITION.—A person who has been elected to any county, municipal, special district, or school district office may not personally represent another person or entity for compensation before the government body or agency of which the person was an officer for a period of 2 years after vacating that office. For purposes of this subsection:

(a) The "government body or agency" of a member of a board of county commissioners consists of the commission, the chief administrative officer or employee of the county, and their immediate support staff.

(b) The "government body or agency" of any other county elected officer is the office or department headed by that officer, including all subordinate employees.

(c) The "government body or agency" of an elected municipal officer consists of the governing body of the municipality, the chief administrative officer or employee of the municipality, and their immediate support staff.

(d) The "government body or agency" of an elected special district officer is the special district.

(e) The "government body or agency" of an elected school district officer is the school district.

(15) ADDITIONAL EXEMPTION.—No elected public officer shall be held in violation of subsection (7) if the officer maintains an employment relationship with an entity which is currently a tax-exempt organization under s. 501(c) of the Internal Revenue Code and which contracts with or otherwise enters into a business relationship with the officer's agency and:

(a) The officer's employment is not directly or indirectly compensated as a result of such contract or business relationship;

(b) The officer has in no way participated in the agency's decision to contract or to enter into the business relationship with his or her employer, whether by participating in discussion at the meeting, by communicating with officers or employees of the agency, or otherwise; and

(c) The officer abstains from voting on any matter which may come before the agency involving the officer's employer, publicly states to the assembly the nature of the officer's interest in the matter from which he or she is abstaining, and files a written memorandum as provided in s. 112.3143.

(16) LOCAL GOVERNMENT ATTORNEYS.—

(a) For the purposes of this section, "local government attorney" means any individual who routinely serves as the attorney for a unit of local government. The term shall not include any person who renders legal services to a unit of local government pursuant to contract limited to a specific issue or subject, to specific litigation, or to a specific administrative proceeding. For the purposes of this section, "unit of local government" includes, but is not limited to, municipalities, counties, and special districts.

(b) It shall not constitute a violation of subsection (3) or subsection (7) for a unit of local government to contract with a law firm, operating as either a partnership or a professional association, or in any combination thereof, or with a local government attorney who is a member of or is otherwise associated with the law firm, to provide any or all legal services to the unit of local government, so long as the local government attorney is not a full-time employee or member of the governing body of the unit of local government. However, the standards of conduct as provided in subsections (2), (4), (5), (6), and (8) shall apply to any person who serves as a local government attorney.

(c) No local government attorney or law firm in which the local government attorney is a member, partner, or employee shall represent a private individual or entity before the unit of local government to which the local government attorney provides legal services. A local government attorney whose contract with the unit of local government does not include provisions that authorize or mandate the use of the law firm of the local government attorney to complete legal services for the unit of local government shall not recommend or otherwise refer legal work to that attorney's law firm to be completed for the unit of local government.

(17) BOARD OF GOVERNORS AND BOARDS OF TRUSTEES.—No citizen member of the Board of Governors of the State University System, nor any citizen member of a board of trustees of a local constituent university, shall have or hold any employment or contractual relationship as a legislative lobbyist requiring annual registration and reporting pursuant to s. 11.045.

History.--s. 3, ch. 67-469; s. 2, ch. 69-335; ss. 10, 35, ch. 69-106; s. 3, ch. 74-177; ss. 4, 11, ch. 75-208; s. 1, ch. 77-174; s. 1, ch. 77-349; s. 4, ch. 82-98; s. 2, ch. 83-26; s. 6, ch. 83-282; s. 14, ch. 85-80; s. 12, ch. 86-145; s. 1, ch. 88-358; s. 1, ch. 88-408; s. 3, ch. 90-502; s. 3, ch. 91-85; s. 4, ch. 91-292; s. 1, ch. 92-35; s. 1, ch. 94-277; s. 1406, ch. 95-147; s. 3, ch. 96-311; s. 34, ch. 96-318; s. 41, ch. 99-2; s. 29, ch. 2001-266; s. 20, ch. 2002-1; s. 894, ch. 2002-387; s. 2, ch. 2005-285; s. 2, ch. 2006-275; s. 10, ch. 2007-217; s. 16, ch. 2011-34; s. 3, ch. 2013-36.

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BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 1/20/16 Division: Growth Management/Code

Bulk Item: Yes ___ No ___ Staff Contact /Phone #: Steve Williams 292-3470

AGENDA ITEM WORDING:
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.

ITEM BACKGROUND:
Currently, Monroe County property owners must connect to the central system at their own expenses, regardless of their financial situation. An exception to this rule is the existence of the Community Development Block Grant program, which provides assistance to those who cannot otherwise afford to connect to the sewer system. After completing an application and providing financial information to the grant administrator, a property owner may be entitled to relief. If so, the grant administrator, and not the property owner, coordinates with available contractors to get the property connected to central sewer.

For a variety of reasons, including the grant time period and a shortage of contractors willing to connect at grant funding levels, the time period to connect for grant recipients frequently extends beyond the time periods provided by Code Compliance. This has resulted in fines and liens being placed on properties whose owners have otherwise demonstrated sewer financial hardship.

A Resolution providing relief to those who officially qualify and are approved for grant relief will prevent fines and liens against grant recipients. The resolution is retroactive to the beginning of our enforcement efforts in 2014 to release any such liens currently in place. For those currently in the process, and those future property owners, their fines and costs shall be waived with no liens imposed.

PREVIOUS RELEVANT BOCC ACTION: Board Discussion at the November 17, 2015 meeting.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval of Resolution.

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 SW 12/29 OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included _____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

RESOLUTION NO. -2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIOINERS OF MONROE COUNTY, FLORIDA, PROVIDING RELIEF FROM FINES, LIENS AND COSTS FOR THOSE INDIVIDUALS OBTAINING GRANT ASSISTANCE TOWARDS MANDATORY SEWER CONNECTIONS

WHEREAS, the residents of Monroe County are under both State and Local mandate to connect their properties to central sewer systems once it becomes available; and

WHEREAS, the County and the various sewer providers have commenced enforcement proceedings against those property owners who have not connected to available sewer; and

WHEREAS, the cost of connecting to the central sewer runs into the thousands of dollars; and

WHEREAS, not every property owner has the financial ability to connect to the central sewer system ; and

WHEREAS, it has come to the attention of the County, and the County has taken steps to make the public aware that there are Community Development Block Grant funds available to those who qualify for the sole purpose of connecting to the central sewer; and

WHEREAS, the purpose of the block grant funds to assist those most who meet the qualifications and otherwise could not afford the costs of connecting to the sewer; and

WHEREAS, it has been the practice in Monroe County of the sewer providers to remit to the County a file for those property owners who do not connect to the central sewer, regardless of financial circumstances, and the County has brought forward code compliance cases against those individuals; and

WHEREAS, the County has treated, from an enforcement perspective, grant recipients the same as all other property owners; and

WHEREAS, grant recipients, by virtue of applying for, being financially screened by the grant program administrator, and otherwise meeting the strict terms of the grant qualifications have demonstrated a remarkable need for assistance with any fines, fees or costs resulting from any code compliance action; and

WHEREAS, the Board of County Commissioners does not seek to impose financial hardship upon the property owners most financially at risk; and

WHEREAS, the Board of County Commissioners has the ability to waive any fines, fees or costs that may either currently or in the future be due to the County;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. Monroe County shall not impose liens or proceed with code compliance actions against those property owners who officially are approved for a community development block grant to connect to the central sewer system.

Section 2. This resolution is retroactive to January 1, 2014 solely as to the placement of any liens on a sewer connection case. Those liens imposed by the County on sewer connection cases after January 1, 2014 shall be released upon successfully completed installation of the sewer connection.

Section 3. Property owners who are officially approved for the grant and have incurred fines and costs for not yet connecting to the central sewer system and have not yet had a lien imposed shall have their fines and costs waived. The fines and costs shall be waived subsequent to the successful connection to the central sewer system.

Section 4. Any liens recorded, or fines and costs accrued or collected prior to January 1, 2014 are not retroactively waived.

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_____ By _____
Deputy Clerk Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 12/29/15

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 - MAR Department: County Attorney

Bulk Item: Yes ___ No X Staff Contact Person: Bob Shillinger 292-3470

AGENDA ITEM WORDING: 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 BACKGROUND: Florida Statute 137.05 requires that each of the 67 County Commissions examine the sufficiency of the bonds for County officers in their respective Counties every January and June. This statute affords each Commission the discretion to determine if the current bonds are sufficient, and to require a new bond if the Board has reason to believe that any of the current bonds have become impaired.

Under *Ordinance No. 029-2013*, which is now codified at § 2-28 of the County Code, the minimum bond amounts are as follows:

a)	Clerk of the Circuit Court	$ 5,000
b)	Sheriff	$15,000
c)	Tax Collector	$50,000
d)	Property Appraiser	$10,000
e)	County Commissioners	$ 2,000
f)	Supervisor of Elections	$ 5,000

Section 2-28(2) authorizes the County Commission to waive the requirements for an officer to purchase a bond if that officer purchases appropriate insurance coverage in excess of the required bond amount.

The County currently maintains sufficient insurance coverage for its county commissioners to satisfy the requirements of the ordinance. Documentation of coverage for all constitutional officers is included in the attached agenda backup.

At this time, there is no evidence to suggest that any of the current bonds are impaired or are likely to become impaired.

PREVIOUS RELEVANT BOCC ACTION: **7**/17/13 adopted *Ordinance No. 029-2013.*

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval of finding that the current bonds are adequate.

TOTAL COST: N/A **BUDGETED:** Yes ___ No ___
COST TO COUNTY: N/A **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 #**_____

PUBLIC OFFICIAL BOND:
CLERK OF THE COURT

MONROE COUNTY COURTHOUSE
500 WHITEHEAD STREET, SUITE 101
KEY WEST, FLORIDA 33040
TEL. (305) 294-4641
FAX (305) 295-3663

BRANCH OFFICE:
MARATHON SUB COURTHOUSE
3117 OVERSEAS HIGHWAY
MARATHON, FLORIDA 33050
TEL. (305) 289-6027
FAX (305) 289-6025

CLERK OF THE CIRCUIT COURT
MONROE COUNTY
www.clerk-of-the-court.com

BRANCH OFFICE:
PLANTATION KEY
GOVERNMENT CENTER
88820 OVERSEAS HIGHWAY
PLANTATION KEY, FLORIDA 33070
TEL. (305) 852-7145
FAX (305) 852-7146

ROTH BUILDING
50 HIGH POINT ROAD
PLANTATION KEY, FLORIDA 33070
TEL. (305) 852-7145
FAX (305) 853-7440

January 23, 2013

Ken Detzner, Secretary of State
Florida Department of State
The R.A. Gray Building
500 S Bronough Street
Tallahassee FL 32399-0250

Dear Mr. Detzner,

Enclosed please find a copy of the fully executed Public Official Bond for Amy Heavilin, who posted a $5,000 bond, in connection with her service as Clerk. Also enclosed is the fully executed Public Official Bond for Danny L. Kolhage, who posted a $2,000 bond, in connection with his service as a County Commissioner. *Please note that Mayor George R. Neugent signed under the County Commissioner signature lines – I have typed Chairman next to his signature to identify him.*

I hereby certify that the original bonds are on file in the Office of the Clerk of the Circuit Court, Sixteenth Circuit, Monroe County, Florida. Should you have any questions, please feel free to contact me at (305) 295-3130.

Sincerely,

Amy Heavilin
Clerk of the Circuit Court
and ex-officio Clerk to the
Board of County Commissioners

By: Pamela G. Hancock, D.C.

Enclosures

cc: File

WESTERN SURETY COMPANY
P.O. Box 5077
Sioux Falls, SD 57117-5077
(605) 336-0850

Bond No. 71352861
Effective Date: January 8, 2013

Western Surety Company

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250

Public Official Bond

County of Monroe

KNOW ALL PERSONS BY THESE PRESENTS, That we, Amy Heavilin (Official's Name) as Principal, and WESTERN SURETY COMPANY as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of $ 5,000.00 Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was elected ☐ appointed ☒ Court Clerk (Name of Office) to hold this office for a term beginning January 8, 2013 and ending January 3, 2017 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of their office as provided by law, this obligation is void.

X _____ (Signature of Official)

Signed and Sealed this 3rd day of December, 2012.

WESTERN SURETY COMPANY

By _____ L. Mock, Ass't. Sec.

(SEAL)

_____ Appointed Agent of Surety

101 South Phillips Avenue
Sioux Falls, SD 57104-6703 (Address of Main Surety Company)

THE PORTER-ALLEN CO., INC. (Name of Local Bonding Company)
513 SOUTHARD STREET
Key West, FL 33040-6835 (Address of Local Bonding Company)

By X _____ (Signature of Licensed Resident Agent)

264 38 3239 (Social Security Number of Licensed Resident Agent)

David W Freeman (Type Name of Licensed Resident Agent)

The above is approved this 16th day of January, 2013 by:

Chairman: _____

County Commissioners

_____
_____
_____
_____ Chairman
_____

bond.doc (02/04)
Form 1345-12-2004

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

L. Hock of Sioux Falls,

State of South Dakota, with limited authority, its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One COURT CLERK

bond with bond number 71352861

for AMY HRAVILIN

as Principal in the penalty amount not to exceed: $5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

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.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 3rd day of December, 2012.

ATTEST

A. Vietor

A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 3rd day of December, 2012, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Vietor who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

S. PETRIK NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

S. Petrik

Notary Public

My Commission Expires August 11, 2018

Form 672-8-2012

PUBLIC OFFICIAL INSURANCE (IN LIEU OF BOND):

SHERIFF

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

FLORIDA SHERIFFS SELF INSURANCE PROGRAM

LAW ENFORCEMENT LIABILITY COVERAGE DECLARATIONS

Certificate Number: 16-FSRMF-44

COVERED MEMBER: Monroe County Sheriff's Office

PRINCIPAL ADDRESS: 5525 College Road, Key West, FL 33040

ANNUAL AGREEMENT PERIOD: October 01, 2015 **EXPIRATION DATE:** October 01, 2016

LEL REINSURANCE RETROACTIVE DATES:

FIRST MILLION:	October 01, 1985
SECOND MILLION:	October 01, 1988
THIRD MILLION:	October 01, 1998

DEDUCTIBLE: 0.00

THIS DECLARATIONS PAGE IS ISSUED TO THE COVERED MEMBER NAMED ABOVE, TO IDENTIFY THE ANNUAL AGREEMENT PERIOD AS WELL AS THE LIMITS OF COVERAGE AFFORDED. ALL TERMS, LIMITS, DEFINITIONS, REGULATIONS, CONDITIONS, EXCLUSIONS, AND LIMITATIONS OF THE APPLICABLE SELF INSURANCE COVERAGE AGREEMENT WHICH ACTUALLY AFFORDS COVERAGE BY VIRTUE OF PARTICIPATION IN THIS SELF INSURANCE PROGRAM BY THIS PARTICIPATING COVERED MEMBER APPLY. THIS DECLARATIONS PAGE DOES NOT INCREASE, AMEND, OR MODIFY THE COVERAGE OTHERWISE PROVIDED UNDER THE APPLICABLE SELF INSURANCE COVERAGE AGREEMENT ATTACHED HERETO. THE LIMITS SET FORTH UNDER THIS AGREEMENT APPLY ONLY TO THE EXTENT THAT EXCESS LIMITS ARE COLLECTABLE FROM REINSURERS COVERING THIS AGREEMENT. IN CONSIDERATION OF THE PAYMENT OF THE CONTRIBUTION AND IN RELIANCE UPON THE STATEMENT IN THE DECLARATIONS AND THE APPLICATION FOR COVERAGE HEREUNDER AND SUBJECT TO THE INSURANCE AGREEMENTS, DEFINITIONS, EXCLUSIONS, AND CONDITIONS OF THIS SELF INSURANCE COVERAGE AGREEMENT, THE LIMITS OF LIABILITY AFFORDED FOR THE ANNUAL AGREEMENT PERIOD ARE AS FOLLOWS:

LAW ENFORCEMENT LIABILITY	$5,000,000 Per Occurrence $10,000,000 Annual Aggregate
SUBLIMITS:	
Contracts/Agreements	$1,000,000 Per Person, Per Occurrence, Annual Aggregate
Jail Deficiencies Defense Costs/Legal Expenses	$100,000 Per Occurrence
Property Damage to Structures	$50,000 Per Occurrence
Claim by Family Member/Household Member	$25,000 Per Any One Person
Firearms Training	$1,000,000 Per Person, Per Occurrence, Annual Aggregate

CONTRIBUTION PER EXPOSURE CATEGORY

High Hazard	346	$727.24	$251,625.04
K-9's (Apprehension)		$727.24	$0.00
Medium Hazard	34	$420.34	$14,291.56
Low Hazard	234	$207.26	$48,498.84
Volunteers		$37.81	$0.00
Subtotal	614		**$314,415.44**
Multi-Program Discount			($9,432.46)
TOTAL ANNUAL CONTRIBUTION			**$304,982.98**

SIGNED: _____

2600 Centennial Place, Suite 200, Tallahassee, FL 32308
P.O. Box 12909, Tallahassee, FL 32317
Telephone: (850) 320-6880 Facsimile: (850) 320-6939

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

FLORIDA SHERIFFS SELF INSURANCE PROGRAM

PUBLIC OFFICIALS LIABILITY COVERAGE DECLARATIONS

Certificate Number: 16-FSRMF-44

COVERED MEMBER: Monroe County Sheriff's Office

PRINCIPAL ADDRESS: 5525 College Road, Key West, FL 33040

ANNUAL AGREEMENT PERIOD: October 01, 2015 **EXPIRATION DATE:** October 01, 2016

POL REINSURANCE RETROACTIVE DATES: October 01,1992

DEDUCTIBLE: None

THIS DECLARATIONS PAGE IS ISSUED TO THE COVERED MEMBER NAMED ABOVE, TO IDENTIFY THE ANNUAL AGREEMENT PERIOD AS WELL AS THE LIMITS OF COVERAGE AFFORDED. ALL TERMS, LIMITS, DEFINITIONS, REGULATIONS, CONDITIONS, EXCLUSIONS, AND LIMITATIONS OF THE APPLICABLE SELF INSURANCE COVERAGE AGREEMENT WHICH ACTUALLY AFFORDS COVERAGE BY VIRTUE OF PARTICIPATION IN THIS SELF INSURANCE PROGRAM BY THIS PARTICIPATING COVERED MEMBER APPLY. THIS DECLARATIONS PAGE DOES NOT INCREASE, AMEND, OR MODIFY THE COVERAGE OTHERWISE PROVIDED UNDER THE APPLICABLE SELF INSURANCE COVERAGE AGREEMENT ATTACHED HERETO. THE LIMITS SET FORTH UNDER THIS AGREEMENT APPLY ONLY TO THE EXTENT THAT EXCESS LIMITS ARE COLLECTABLE FROM REINSURERS COVERING THIS AGREEMENT. IN CONSIDERATION OF THE PAYMENT OF THE CONTRIBUTION AND IN RELIANCE UPON THE STATEMENT IN THE DECLARATIONS AND THE APPLICATION FOR COVERAGE HEREUNDER AND SUBJECT TO THE INSURANCE AGREEMENTS, DEFINITIONS, EXCLUSIONS, AND CONDITIONS OF THIS SELF INSURANCE COVERAGE AGREEMENT, THE LIMITS OF LIABILITY AFFORDED FOR THE ANNUAL AGREEMENT PERIOD ARE AS FOLLOWS:

Public Officials Liability	$5,000,000 Per Occurrence $10,000,000 Annual Aggregate

CONTRIBUTION PER EXPOSURE CATEGORY

High Hazard	346	$129.34	$44,751.64
Medium Hazard	34	$74.76	$2,541.84
Low Hazard	234	$36.86	$8,625.24
Volunteers	0	$6.73	$0.00
Subtotal	614		**$55,918.72**
Multi-Program Discount			($1,677.56)
TOTAL ANNUAL CONTRIBUTION			**$54,241.16**

SIGNED: _____

2600 Centennial Place, Suite 200, Tallahassee, FL 32308
P.O. Box 12909, Tallahassee, FL 32317
Telephone: (850) 320-6880 Facsimile: (850) 320-6939

PUBLIC OFFICIAL PERFORMANCE BOND:

TAX COLLECTOR

CNA SURETY
PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
Email: uwservices@cnasurety.com

December 18, 2015

Danise D. Henriquez
1200 Truman Ave.
Key West, FL 33040

Re: Bond #69827193 - Danise D. Henriquez
$50,000.00 - Tax Collector County Of Monroe
Company Code: 601 - Western Surety Company

Thank you for the premium payment for the above referenced bond. This document is to serve as notice that payment in full has been remitted for the term of January 7, 2016 through Janury 7, 2017. This type of bond remains in full force and effect without a renewal bond or Continuation Certificate. If you have any questions, please contact your local agent.

Consider making your payment through CNA Surety ePay. Pay for your bond/policy premium online using your own credit/debit card or ACH at your convenience 24 hours a day. Simply go to: onlinepay.cnasurety.com and follow the easy-to-use prompts. You can pay your bill in minutes, saving you time and money.

Western Surety Company

CONTINUATION CERTIFICATE

COPY

Western Surety Company hereby continues in force Bond No. 69827193

briefly described as TAX COLLECTOR COUNTY OF MONROE,

for DANISE D. HENRIQUEZ, as Principal,

in the sum of $ Fifty Thousand and 00/100 Dollars, for the term beginning January 7, 2013, and ending January 7, 2017, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 9th day of January, 2013.

WESTERN SURETY COMPANY

By COPY
Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

SCANNED

DATE ENTERED FEB 2 1 2013

INITIALS MARIA G.

Form 90-A-8-2012

PUBLIC OFFICIAL PERFORMANCE BOND:

PROPERTY APPRAISER

PUBLIC OFFICIAL BOND

Bond No. S-820491

Know All Men by These Presents:

That Scott P Russell

of 2505 Fogarty Avenue Key west FL 33040

Principal and the NGM Insurance Company

of 4601 Touchton Rd East Ste 3400 Jacksonville, FL 32246-6000

(hereinafter called the Surety) a corporation organized under the laws of the State of Florida, with its principal office in the City of Jacksonville and State of Florida are held and firmly bound unto

Florida Secretary of State

(hereinafter called the Obligee) in the sum of

Ten Thousand and 00/100 Dollars ($ 10,000.00)

for the payment whereof to the Obligee the Principal binds himself, his heirs, executors, administrators and assigns, and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed, and dated this 21st day of December, 2012.

Whereas the above-named Principal has been duly appointed or elected to the office of

Property Appraiser

Now, therefore, the condition of the foregoing obligation is such that if the Principal shall during the period beginning on 01/01/2013, and ending on 01/01/2017

faithfully perform such duties as may be imposed on him by law and shall honestly account for all money that may come into his hands in his official capacity during such period,period, then this obligation shall be void; otherwise it shall remain in force.

This Bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

First: That the Surety may, if it shall so elect, cancel this Bond by giving thirty (30) days notice in writing to the Obligee and this Bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this Bond, of any act or acts covered by this Bond which may have been committed by the Principal up to the date of such cancellation; and the Surety shall, upon surrender of this Bond and its release from all liability hereunder, refund the premium paid, less a pro rata part thereof for the time this Bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited by or placed to the credit, or under control of the Principal, whether or not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on sad public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

Witness:

ATTEST: Sherry Wilson

Scott P Russell

PRINCIPAL (SEAL)

SHERRY WILSON
MY COMMISSION # EE177983
EXPIRES: March 11, 2016

BY:

ATTEST: Darlene May Cullen

NGM Insurance Company (SEAL)

SURETY

BY: Darlene May Cullen

Attorney-in-Fact Darlene May Cullen

68-1162 (06/2006) (Not applicable for Tax Collectors)

68-QQ-0005b-12

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

S-820491

KNOW ALL MEN BY THESE PRESENTS: That the NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Darlene May Cullen its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-820491 dated January 1, 2013 , on behalf of **** Scott P Russell **** in favor of Florida Secretary of State for Ten Thousand and 00/100 Dollars ($ 10,000.00) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of the NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 3rd day of January, 2012

NGM INSURANCE COMPANY By: _____

Bruce Fox
Assistant Vice President, General Counsel and Secretary

State of Florida,
County of Duval

On this 3rd day of January, 2012 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 3rd day of January, 2012

_____

I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 21 day of December , 2012 .

_____

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-358-1343.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1229.

PUBLIC OFFICIAL BOND:
SUPERVISOR OF ELECTIONS

WESTERN SURETY COMPANY
P.O. Box 5077
Sioux Falls, SD 57117-5077
(605) 336-0850

Bond No. 71508762
Effective Date: January 8, 2014

Western Surety Company

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250

Public Official Bond

County of Monroe

KNOW ALL PERSONS BY THESE PRESENTS, That we, R. Joyce Griffin (Official's Name) as Principal, and WESTERN SURETY COMPANY as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of $ 5,000.00 Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was elected ☒ appointed ☐ Supervisor of Election County of Monroe (Name of Office) to hold this office for a term beginning January 8, 2014 and ending January 8, 2018 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of their office as provided by law, this obligation is void.

X _____
(Signature of Official)

Signed and Sealed this 4th day of February, 2014.

WESTERN SURETY COMPANY

By _____
H. Dahlstrom, Asst. Sec.

(SEAL)

101 S. Reid St., Ste. 300
Sioux Falls, SD 57103-7046
(Address of Main Surety Company)

THE PORTER-ALLEN CO., INC.
(Name of Local Bonding Company)
513 SOUTHARD STREET
KEY WEST FL 33040-6835
(Address of Local Bonding Company)

By X _____
(Signature of Licensed Resident Agent)

_____
(Social Security Number of Licensed Resident Agent)

_____
(Type Name of Licensed Resident Agent)

The above is approved this _____ day of _____, _____.
by:

County Commissioners

Chairman: _____

_____
_____
_____
_____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

H. Dahlstrom of Sioux Falls,
State of South Dakota, with limited authority, its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One SUPERVISOR OF ELECTION COUNTY OF MONROE

bond with bond number 71508762

for R. JOYCE GRIFFIN
as Principal in the penalty amount not to exceed: $5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

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.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 4th day of February, 2014.

ATTEST

A. Vietor
A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 4th day of February, 2014, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Vietor who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

S. Petrik
Notary Public

My Commission Expires August 11, 2016

Form 672-8-2012

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } **SS**

On this 4th **day of** February, 2014, **before me, a Notary Public in and for said County, personally appeared** H. Dahlstrom, Ass't Sec. **personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.**

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires
H. STVERAK
My Commission Expires 4-10-2017

H. Stverak

Notary Public

Form 103-12-08

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 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 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 BACKGROUND:
This property has been the subject of a Code Compliance case for failure to hook up to central sewer. The fines total $27,200.00 as of December 30, 2015 and will continue to accrue at $100 per day until compliance is achieved.

CE14080133: The Special Magistrate found the property in violation and ordered a compliance date of April 1, 2015. The property owner did not gain timely compliance by the deadline ordered by the Special Magistrate and fines began to accrue on April 2, 2015. On September 24, 2015, the Special Magistrate authorized amending the final order to include the current respondent's name. The County's lien was recorded on April 21, 2015 and again October 5, 2015 as amended. 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;
- 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 STW 1/14 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: SSG WORLDWIDE INC. AS TRUSTEE
OF THE 2 SNIPE TRUST
1825 PONCE DE LEON BLVD STE 341
CORAL GABLES, FL 33134

Case Number: CE14080133

Location: 2 SNIPE ROAD, KEY LARGO, FL 33037
Re Number: 00532701025300

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on **09/11/2014** 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 KEY LARGO WASTE WATER TREATMENT DISTRICT AND OBTAIN AN ENGINEERS LETTER OF APPROVAL.
3. CONTACT THE MONROE COUNTY BUILDING DEPARTMENT (305-453-8800) AND OBTAIN A MONROE COUNTY SEWER LATERAL CONNECTION PERMIT.

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.

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 11/20/2014 at 9:00AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida.**

PETITIONER'S EXHIBIT 1 Tab 10

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **11/19/2014** 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.: 7010 2780 0001 8688 9047 on 10/3/14.

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
38/0

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL
RECEIPTS

Complaint Number: CE14080133

GOOD SERVICE: ✓ 1X1

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
OCT 3 2014

Sent To
SSG WORLDWIDE INC AS TRUSTEE FOR
SNIPE PORPERTY TRUST
Street, Apt. No. or PO Box No. 1825 PONCE DE LEON BLVD #341
City, State, ZIP+4 CORAL GABLES, FL 33134
CE14080133/NOV/TS

PS Form 3800, August 2006 See Reverse for Instructions

7010 2780 0001 8688 9047

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 ☐ 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) 7010 2780 0001 8688 9047
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:
SSG WORLDWIDE INC AS TRUSTEE FOR
SNIPE PROPERY TRUST
1825 PONCE DE LEON BLVD. #341
CORAL GABLES, FL 33134
CE14080133/NOV/TS

OCT 0

BY

PETITIONER'S EXHIBIT
1
4/16

USPS Tracking™

Customer Service ›
Have questions? We're here to help.

Tracking Number: 70102780000186889047

Product & Tracking Information

Postal Product: **Features:** Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
October 4, 2014 , 12:15 pm	**Delivered**	**MIAMI, FL 33134**
Your item was delivered at 12:15 pm on October 4, 2014 in MIAMI, FL 33134.		
October 4, 2014 , 1:16 am	Departed USPS Facility	MIAMI, FL 33152
October 4, 2014 , 12:14 am	Arrived at USPS Facility	MIAMI, FL 33152

Available Actions

Text Updates

Email Updates

Return Receipt After Mailing

Track Another Package

Tracking (or receipt) number

Track It

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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: NATHALIAN MALO, PRESIDENT
SSG WORLDWIDE INC. AS TRUSTEE
OF THE 2 SNIPE TRUST
1825 PONCE DE LEON BLVD STE 341
CORAL GABLES, FL 33134

Case Number: CE14080133

Re: SSG WORLDWIDE INC. AS TRUSTEE OF THE 2 SNIPE TRUST
Re Number: 00532701025300
Location: 2 SNIPE ROAD, KEY LARGO, FL 33037

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on **09/11/2014** 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 KEY LARGO WASTE WATER TREATMENT DISTRICT AND OBTAIN AN ENGINEERS LETTER OF APPROVAL.
3. CONTACT THE MONROE COUNTY BUILDING DEPARTMENT (305-453-8800) AND OBTAIN A MONROE COUNTY SEWER LATERAL CONNECTION PERMIT.

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.

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 11/20/2014 at 9:00AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida.**

PETITIONER'S EXHIBIT 1 69/10

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **11/19/2014** 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 Code Enforcement 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.: 7010 2780 0001 8688 9030 on 10/3/14.

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".

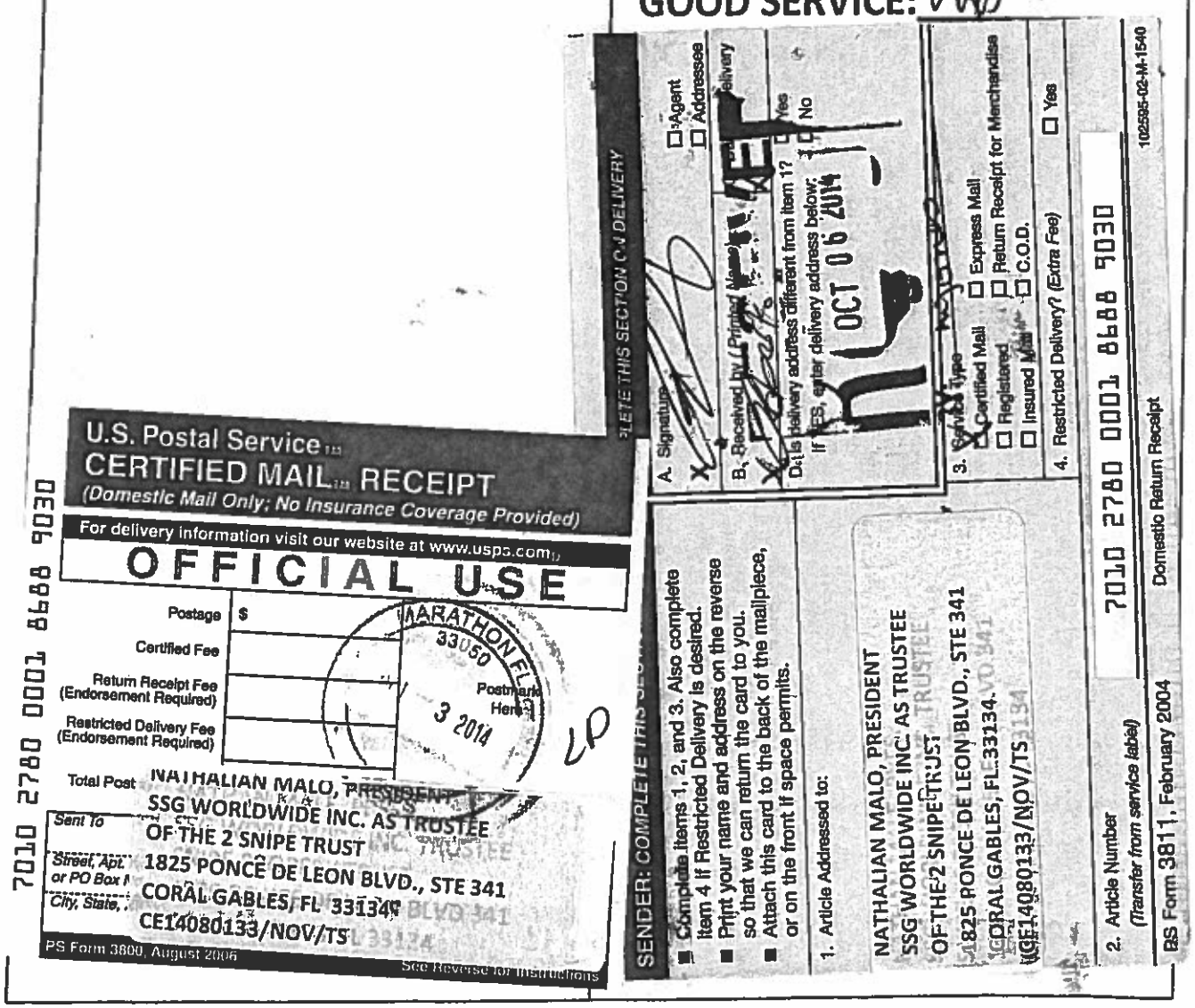
PETITIONER'S EXHIBIT
1
8/10

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL
RECEIPTS

Complaint Number: CE 14080133

GOOD SERVICE: VWP



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MARATHON FL 33050 OCT 3 2014
Postmark Here
NATHALIAN MALO, PRESIDENT
SSG WORLDWIDE INC. AS TRUSTEE
OF THE 2 SNIPE TRUST
1825 PONCE DE LEON BLVD., STE 341
CORAL GABLES, FL 33134
CE14080133/NOV/TS
Sent To
Street, Apt. or PO Box
City, State,
PS Form 3800, August 2006
See Reverse for Instructions
7010 2780 0001 8688 9030

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:
NATHALIAN MALO, PRESIDENT
SSG WORLDWIDE INC. AS TRUSTEE
OF THE 2 SNIPE TRUST
1825 PONCE DE LEON BLVD., STE 341
CORAL GABLES, FL 33134
CE14080133/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:
OCT 06 2014
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) 7010 2780 0001 8688 9030
PS Form 3811, February 2004 Domestic Return Receipt
102595-02-M-1540

PETITIONER'S EXHIBIT
1 of 1

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Postal Product:

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DATE & TIME	STATUS OF ITEM	LOCATION
October 4, 2014 , 12:15 pm	**Delivered**	**MIAMI, FL 33134**
Your item was delivered at 12:15 pm on October 4, 2014 in MIAMI, FL 33134.		
October 4, 2014 , 1:16 am	Departed USPS Facility	MIAMI, FL 33152
October 4, 2014 , 12:33 am	Arrived at USPS Facility	MIAMI, FL 33152

Available Actions

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Email Updates

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Tracking (or receipt) number

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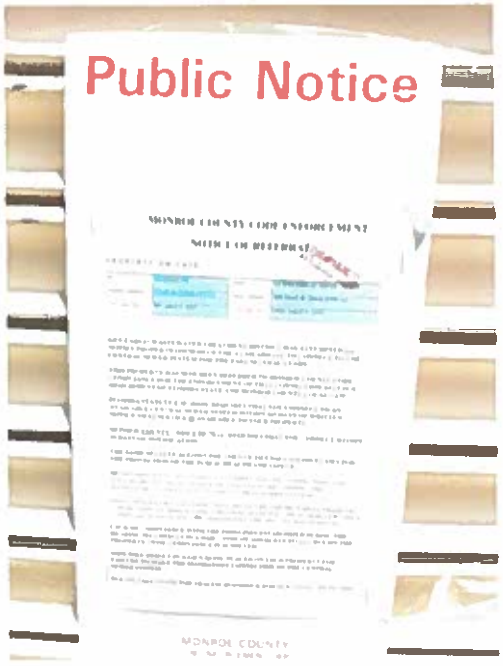
CE14080133
Snipe Property Trust 1 6/2/2014
C/O SSG Worldwide Inc.,
as Trustee
2 Snipe Rd., Key Largo
9-11-14 Inspector Schoenrock



PETITIONER'S EXHIBIT 2 1 of 2

MONROE COUNTY CODE ENFORCEMENT

NOTICE OF REFERRAL

Posted 9/11/14

PROPERTY ON CASE

RE	00532701025300	Owner	SSG WORLDWIDE INC TRUSTEE FOR SNIPE
Property Address	2 SNIPE RD-SEXTON COVE EST	Owner Address	1825 PONCE DE LEON BLVD STE 341
City/State/Zip	KEY LARGO FL 33037	City/State/Zip	CORAL GABLES FL 33134

KEY LARGO WASTEWATER TREATMENT DISTRICT 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 IF YOU HAVE *NOT* YET COMPELTED THE CONNECTION, 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: 30

PETITIONER'S EXHIBIT 2 2 of 2

KEY LARGO WASTEWATER TREATMENT DISTRICT
99880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.NET

FRIENDLY REMINDER

The Key Largo Wastewater Treatment District will soon be sending you a 30-day notice to connect. On the day you receive the notice you may make your final connection to the sewer by calling your licensed plumber to connect if you have contracted the job out, or, if you are working on a homeowner's permit, by calling the District (305) 451- 4019.

Whether or not you connect within the 30-day time limit provided in the notice, you will begin to be billed for sewer service as part of your water bill after the 30 days have elapsed.

If you live in a condominium, your condo association will take care of the connection, and you do not need to take any other action on your own.

The Key Largo Wastewater Treatment District will try to make the connection process as simple for you as possible, but remember there will be many others trying to do the connection work at the same time, so please be patient. We have written materials explaining the connection process, and we will be glad to assist you in completing needed paperwork. Please call or stop by the District office.

If you have questions, or if you think this reminder does not apply to you, please call the District office.

TOWN HALL MEETING

JANUARY 30, 2007 AT 5:30 PM

Key Largo Library,
in the Tradewinds Shopping Center
for the
PROPERTY OWNERS OF
Lake Surprise, Lake Surprise II, Largo Hi-Lands, Sexton Cove, Ocean Isles Estates

The property owners and residents in the subdivisions listed above and all other interested citizens are invited to a Town Hall Meeting for information on the upcoming sewer project in their neighborhoods.

The Key Largo Wastewater Treatment Board of Commissioners and Staff will be represented at the meeting.

There will be a presentation explaining how the area will be divided up for construction. What will be expected of the contractors and what will be expected of the residents. Specific topics to be covered include: presentations of scheduling, specifications of installation for homeowners and contractors, an explanation of the assessment process. An open forum to answer questions will follow.

Handouts will be provided to the attendees. If you are planning on attending the meeting please call the District office at 305-453-5804 to let them know to better enable them to have enough of the handouts for all attendees.

We are looking forward to seeing everyone at the meeting. If you are unable to attend the meeting please log onto our website (www.klwtd.com) for the information that was covered at the meeting.

Key Largo Wastewater Treatment District

PETITIONER'S EXHIBIT 7

To be published on or before August 10, 2005.

[MAP OF ASSESSMENT AREAS]

NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given that the Key Largo Wastewater Treatment District Board of Commissioners will conduct a public hearing to consider imposition of non-ad valorem assessments against certain parcels of real property located within the District. The hearing will be held at 5:00 p.m., or as soon thereafter as the matter can be heard, on August 31, 2005 at the District office located at 98880 Overseas Highway, Key Largo, Florida, for the purpose of receiving public comment on the proposed assessments.

In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the District Clerk, Carol Walker, at 305-453-5804 at least 3 days prior to the hearing.

All affected real property owners have a right to appear at the hearing and/or to file written comments with the District within 20 days of this notice. If a person wishes to appeal any decision made by the District with respect to any matter considered at the hearing, such person will need a record of the proceedings, and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The assessments have been proposed to recover a portion of the capital costs of District wastewater management facilities constructed, and to be constructed, within the District. The amount of the assessment imposed upon each parcel will be calculated under and in accordance with the resolution adopting System Development Charges at the District Board meeting of July 20, 2005 and the Initial Assessment Resolution adopted at the District Board meeting of August 3, 2005. Copies of these resolutions and supporting documents are available for inspection and copying at the District office located at 98880 Overseas Highway, Key Largo.

The special assessments will be collected by the Monroe County Tax Collector in annual payments on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the real property, which may result in loss of title.

The District intends to collect the assessments in 20 annual assessments, the first of which will be included on the ad valorem tax bill to be mailed in November 2005. Future assessments may be prepaid in their entirety at the option of the property owner.

If you have any questions, please contact the District Clerk at 305-453-5804, Monday through Friday between 9:00 a.m. and 5:00 pm.

KEY LARGO WASTEWATER TREATMENT DISTRICT.

To be published on or before August 27, 2010

KEY LARGO WASTEWATER TREATMENT DISTRICT

NOTICE OF PUBLIC HEARING REGARDING
ADMENDMENTS TO THE DISTRICT NON-AD VALOREM ASSESSMENT RESOLUTIONS

The Board will conduct a public hearing at 4:00 PM, or as soon thereafter as the matter can be heard, on September 21, 2010, at the District Office located at 98880 Overseas Hwy, Key Largo, FL to consider amendments to the District non-ad valorem assessment resolution, the District General Rules and Regulations, the District resolution providing for monthly rates and charges for wastewater collection, transmission, treatment, and disposal, as shown in the attached draft resolutions, and such other issues as may come to the attention of the District.

If you have any questions, please contact the District Clerk at 305-451-4019 ext 205, Monday through Friday between 8:00 a.m. and 5:00 pm.

KEY LARGO WASTEWATER TREATMENT DISTRICT.

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

WWW.KLWTD.COM

To Whom It May Concern:

All lots on the Island of Key Largo vacant or occupied will be assessed for the sewer. Connection to the Sewer is mandatory under Florida Law, Monroe County Ordinance, and District Policy. Prior to connection, the District will send you a "One-Year Notice, stating that you will be required to connect in about a year. The District will send you a "Thirty-Day Notice" at least 30 days before you are required to connect. Wastewater charges will commence on the date specified in the Thirty-Day Notice whether or not you have connected to the system.

VACANT PROPERTY

The District assesses all tax parcels within the assessment area. It is up to the tax parcel owner to request removal from the assessment roll.

The District will remove a tax parcel from the assessment roll if the owner shows that the tax parcel has not been improved and cannot be developed with facilities that will generate sewage.

You can make this showing by demonstrating that the property is marsh, wetland, submerged land, or nature conservatory. You may be required to provide a letter from the Monroe County Planning Department stating that the parcel cannot be developed.

If you believe that your property should not be assessed because it cannot be developed, please contact the District, which will help you understand the types of documentation that will be accepted.

VACANT PROPERTY BESIDE YOUR PROPERTY RECEIVING SERVICE

If you have vacant land that is adjacent to your property that will be receiving service and you have chosen to treat the parcels as a single parcel, even if you have not combined the parcels for property tax purposes, you may file an application to have the District treat the parcels as a single parcel for assessment purposes, meaning that you will be assessed for only one of the parcels. There is a fee for this application. If you later choose to have the District provide service to the vacant parcel the District is advising the undersigned that, if they or their successors desire to have wastewater service provided to any of the Excluded Parcels the cost to the District, and the cost to the undersigned persons or their successors, of providing the **service will be significantly greater** than the costs of providing service at this time;

We encourage you to contact the District for assistance with your assessment que

PETITIONER'S EXHIBIT 10

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.COM

Enclosed you will find a magnet that has the Key Largo Wastewater Treatment District's phone number on it and what to do in case of a sewer emergency. Please place near your phone in case you have a problem with the sewer.

If you are a property owner we would like to remind you that once the District has placed an active sewer collection system in front of your property you need to connect to the sewer and decommission your septic system.

SEPTIC TANK
The septic tank abandonment portion of the sewer connection process is administered by the Monroe County Health Department. A permit and inspection are required prior to final approval. Permit application forms are available on the web at http://www.myfloridaeh.com/ostds/form/formmemo.htm or at the Environmental Health offices on the second floor of the Murray Nelson Center. The permit fee is $95.00. The Building Department will not close out your county permit without proof of a health department inspection of your abandoned septic tank.

MANDATORY CONNECTION
We want to take this opportunity to remind you that connection to the central sewer system is not optional, IT IS MANDATORY. In 1999, the Legislature adopted chapter 99-395, Laws of Florida, which gave Monroe County the authority to require connection to central wastewater systems. The Florida Supreme Court upheld the validity of ch. 99-395 in *Schrader v. Florida Keys Aqueduct Authority*, 840 So.2d 1050 (Fla. 2003.) in 2000, Monroe County adopted an ordinance exercising its authority to require connection to the central sewer system 30 days after the property owner receives notification from the District that the central sewer system is available. If you do not connect after notification, we will work with you to encourage connection, but if you refuse to connect, we will turn the matter over to Monroe County Code Compliance, which will obtain a court order requiring connection and imposing fines for failure to connect.

Paying your monthly sewer bill does not exempt you from connecting to the sewer.

2015 EXTENSION NOT APPLICABLE
Last year, the Legislature enacted chapter 2010-205, Laws of Florida. That law extended the time within which local governments are required to provide central sewer until December 31, 2015. However, THE LAW DID NOT EXTEND THE TIME FOR YOU TO CONNECT TO CENTRAL SEWER. You are required to connect within 30 days after you receive notice that the central sewer system is available for your connection.

There are RUMORS going around that you are not required to connect to the central sewer until 2015, and that Monroe County Code Compliance will not take you to court to force you to connect. THESE RUMORS ARE FALSE, and if you rely on them, you may find yourself in a costly and time-consuming legal battle.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
Monroe County has made available CDBG grants for low to middle income persons who need assistance in putting in the lateral connection (connection from house to street). Applications are available at the District Office, 98880 Overseas Hwy, Key Largo (middle of highway at MM 98) and on the website www.klwtd.com (go to Resources then Financial Assistance).

KEY LARGO WASTEWATER TREATMENT DISTRICT

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,
vs. * Amended to correct property owner's name
SSG WORLDWIDE INC. AS TRUSTEE OF THE 2 SNIPE TRUST *SNIPE PROPERTY TRUST 6/2/2014
Respondent(s).

Case No. CE 14080133

Subject Property Real Estate Number:
00532701-025300

Doc# 2025198 04/21/2015 11:13AM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Doc# 2025198
Bk# 2736 Pg# 413

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** 4/1/15 **("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 of: $ 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.

( ) _____

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 20TH day of November, 20 14

John G. Van Laningham, Special Magistrate

* Amended to correct property owner's name

CASE NUMBER: CE14080133

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

Doc# 2025198
Bk# 2736 Pg# 414

~~**SSG WORLDWIDE INC. AS TRUSTEE OF THE 2 SNIPE TRUST**~~ * SNIPE PROPERTY TRUST 6/2/2014
1825 PONCE DE LEON BLVD STE 341
CORAL GABLES, FL 33134

Location of Subject Property:
2 SNIPE ROAD
KEY LARGO, FL 33037

RE NUMBER: 00532701025300

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 Petrick

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 with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative

n/a on this 20TH day of November ,20 14 .

Nicole Petrick

Nicole M. Petrick, Liaison

CC: **NATHAN MALO, PRESIDENT**
SSG WORLDWIDE INC. AS TRUSTEE OF
THE 2 SNIPE TRUST
1825 PONCE DE LEON BLVD STE 341
CORAL GABLES, FL 33134

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

SSG WORLDWIDE INC TRUSTEE OF 2SNIPE
1825 PONCE DE LEON BLVD STE 341
CORAL GABLES, FL 33134

FILE COPY

April 29, 2015

Subject: Code Case CE14080133
Property Location: Location: 2 SNIPE ROAD, KEY LARGO, FL 33037
Dear Property Owner,

The purpose of this letter is to inform you that our records indicate that the violations 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 April 21, 2015, Book 2736, Page 413. The current amount of the County's lien is $2896.92 (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 Inspector Traci Schoenrock at (305) 292-4498.

Respectfully yours,

Nicole Petrick

for Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov
305-289-2586

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

SSG WORLDWIDE INC TRUSTEE OF 2SNIPE
1825 PONCE DE LEON BLVD STE 341
CORAL GABLES FL 33134

July 9, 2015

Subject: Code Case: CE14080133
Location: 2 Snipe Road, Key Largo, Florida

FILE COPY

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 accrue 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 98 days for a current total of $9,800.00.

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 $221.82 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 $10,021.82 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 J. McPherson

Cynthia J. McPherson, CFM
Sr. Director, Code Compliance
Mcpherson-cynthia@monroecounty-fl.gov
305-289-2508

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

SNIPE PROPERTY TRUST 6/2/2014
2 SNIPE RD
KEY LARGO, FL 33037

September 03, 2015

Subject: Code Case: CE14080133
Location: 2 SNIPE ROAD 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 September 24, 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

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

MONROE COUNTY FLORIDA
CODE ENFORCEME

REGISTE
REC

Complaint Number: CE 14080

CERT #:
7013 1710 0000 2973 7260

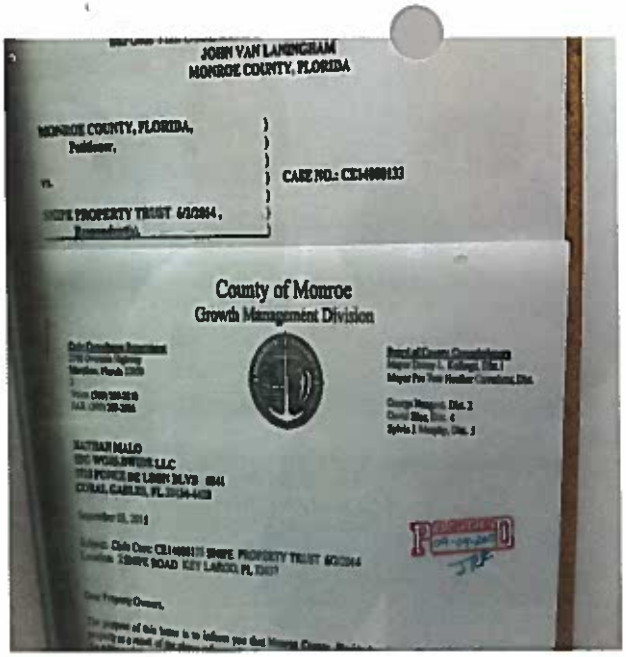
1st NOTICE
2nd NOTICE
RETURNED

RECEIVED

RECD SEP 11 RECD

COUNTY of MONROE
GROWTH MANAGEMENT DIVISI
2798 Overseas Highway, Suite 400
Marathon, Florida 33050-2227

SNIPE PROPERTY TRUST 6/2/2014
2 SNIPE RD
KEY LARGO, FL 33037


JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

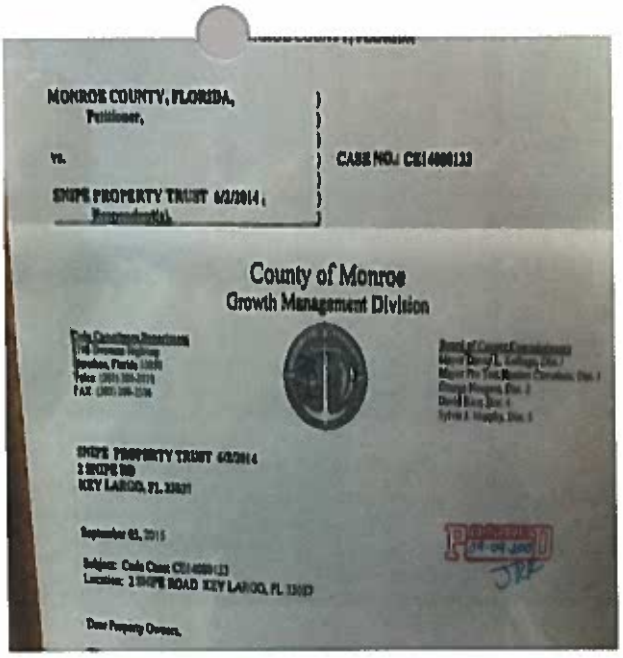
MONROE COUNTY, FLORIDA,
Petitioner,

vs.

CASE NO.: CE14080133

SNIPE PROPERTY TRUST 6/3/2014,

County of Monroe
Growth Management Division


MONROE COUNTY, FLORIDA,
Petitioner,

vs.

CASE NO.: CE14080133

SNIPE PROPERTY TRUST 6/3/2014,

County of Monroe
Growth Management Division

SNIPE PROPERTY TRUST 6/3/2014
2 SNIPE RD
KEY LARGO, FL 33037

Subject: Code Case CE14080133
Location: 2 SNIPE ROAD KEY LARGO, FL 33037

Dear Property Owner,

CE14080133-
2 SNIPE RD-KEY LARGO
POSTINGS

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14080133

I, Joel Rodriguez-Fito, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **SNIPE PROPERTY TRUST 6/2/2014**, described as **2 SNIPE ROAD, KEY LARGO, FL 33037**, having the property RE#: 00532701025300 with the Notice of Motion to Amend Respondents Name on Final Order and Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceeding for this case with a **Hearing Date of 09/24/2015**.

THIS NOTICE WAS POSTED AT:

___ SUBJECT PROPERTY AS STATED ABOVE
Date: _____ Time: _____

___ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

___ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

X Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: 09-09-2015 Time: 1:50 PM

Sworn to and subscribed before me this 9 day of Sept, 2015.

Signature: _____

_____
Notary Public, State of Florida

BRENEDY RIGBY
Notary Public - State of Florida
My Commission Expires Sep 5, 2018
Commission # FF 147167
Bonded By National Notary Assn.

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: **SNIPE PROPERTY TRUST 6/2/2014, 2 SNIPE RD, KEY LARGO, FL 33037**.

Sworn to and subscribed before me this 8th day of September, 2015.

Signature: _____

_____
Notary Public, State of Florida

TERESA L. SMITH
Notary Public - State of Florida
My Comm. Expires Feb 23, 2019
Commission # FF 174827
Bonded through National Notary Assn.

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14080133

I, _____, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **SNIPE PROPERTY TRUST 6/2/2014**, described as **2 SNIPE ROAD, KEY LARGO, FL 33037**, having the property RE#: 00532701025300 with the Notice of Motion to Amend Respondents Name on Final Order and Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceeding for this case with a **Hearing Date of 09/24/2015**.

THIS NOTICE WAS POSTED AT:

X SUBJECT PROPERTY AS STATED ABOVE
Date: _____ Time: _____

_____ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

_____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

X Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: _____

Sworn to and subscribed before me this _____ day of _____, 20___.

_____
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: **SNIPE PROPERTY TRUST 6/2/2014, 2 SNIPE RD, KEY LARGO, FL 33037**.

Signature: C Martin Jones

Sworn to and subscribed before me this 8th day of September, 20 15.

_____
Notary Public, State of Florida

TERESA L. SMITH
Notary Public - State of Florida
My Comm. Expires Feb 23, 2019
Commission # FF 174627
Bonded through National Notary Assn.

COUNTY of MONROE
GROWTH MANAGEMENT DIVISION
2798 Overseas Highway, Suite 400
Marathon, Florida 33050-2227

CE14080133
Posted

RECEIVED
SEP 11 2015

UNITED STATES POSTAGE
172 9503 3555 $00.48⁵ PB8621888 SEP 08 15 MARATHON FL 33050

SNIPE PROPERTY TRUST 6/2/2014
2 SNIPE RD
KEY LARGO, FL 33037

September 03, 2015

33037$$3317 RC

NIXIE 333 DE 1089 0009/14/15
RETURN TO SENDER
NO MAIL RECEPTACLE
UNABLE TO FORWARD
BC: 33050427700 *2906-08816-08-45

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
3
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist.1
Mayor Pro Tem Heather Carruthers, Dist.

George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

NATHAN MALO
SSG WORLDWIDE LLC
1825 PONCE DE LEON BLVD #341
CORAL GABLES, FL 33134-4418

September 03, 2015

Subject: Code Case: CE14080133 SNIPE PROPERTY TRUST 6/2/2014
Location: 2 SNIPE ROAD 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 September 24, 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

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

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14080133

I, Lisette Cutie, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **SNIPE PROPERTY TRUST 6/2/2014**, described as **2 SNIPE ROAD, KEY LARGO, FL 33037**, having the property RE#: 00532701025300 with the Notice of Motion to Amend Respondents Name on Final Order and Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceeding for this case with a **Hearing Date of 09/24/2015**.

THIS NOTICE WAS POSTED AT:

X SUBJECT PROPERTY AS STATED ABOVE
Date: 9/9/15 Time: 3:15 pm

____ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: _____

Sworn to and subscribed before me this 9 day of Sept, 2015.

_____
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: **NATHAN MALO, SSG WORLDWIDE LLC, 1825 PONCE DE LEON BLVD #341, CORAL GABLES, FL 33134-4418**.

Signature: _____

Sworn to and subscribed before me this 8th day of September, 2015.

_____
Notary Public, State of Florida

TERESA L. SMITH
Notary Public - State of Florida
My Comm. Expires Feb 23, 2019
Commission # FF 174627
Bonded through National Notary Assn.

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14080133

I, Joel Rodriguez-Fito, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **SNIPE PROPERTY TRUST 6/2/2014**, described as **2 SNIPE ROAD, KEY LARGO, FL 33037**, having the property RE#: 00532701025300 with the Notice of Motion to Amend Respondents Name on Final Order and Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceeding for this case with a **Hearing Date of 09/24/2015**.

THIS NOTICE WAS POSTED AT:

SUBJECT PROPERTY AS STATED ABOVE
Date: _____ Time: _____

_____ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

_____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

X Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: 09-09-2015 Time: 1:50 PM

Signature: _____

Sworn to and subscribed before me this 9 day of Sept, 2015.

BRENEDY RIGBY
Notary Public - State of Florida
My Commission Expires Sep 5, 2018
Commission # FF 147167
Bonded By National Notary Assn.

_____
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: **NATHAN MALO, SSG WORLDWIDE LLC, 1825 PONCE DE LEON BLVD #341, CORAL GABLES, FL 33134-4418**.

Signature: _____

Sworn to and subscribed before me this 8th day of September, 2015.

_____
Notary Public, State of Florida

TERESA L. SMITH
Notary Public - State of Florida
My Comm. Expires Feb 23, 2019
Commission # FF 174827
Bonded through National Notary Assn.

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE14080133**
	)	
SNIPE PROPERTY TRUST 6/2/2014 ,	)	
Respondent(s).	)	

NOTICE OF MOTION TO AMEND RESPONDENTS NAME ON FINAL ORDER AND NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner Monroe County by and through the undersigned Assistant County Attorney, will move the Monroe County Code Compliance Special Magistrate on Thursday September 24, 2015 at 9:00 a.m. or as soon thereafter as can be heard for an Order: 1) amending the respondent's name set forth on the Final Order dated November 20, 2014 and authorizing the amended order to be immediately filed as a Lien. 2) Pursuant to F.S. 162.09(3), authorizing further 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 April 21, 2015 at Book 2736, Page 413 on the property that was the subject of the code compliance action described as: 2 SNIPE ROAD, KEY LARGO, FLORIDA, MONROE COUNTY, RE# 00532701-025300, **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 3, 2015 is $15,621.82 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on September 24, 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 8th day of September, 2015 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7013 1710 0000 2973 7260 to **2 SNIPE RD KEY LARGO, FL 33037 .**

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".

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

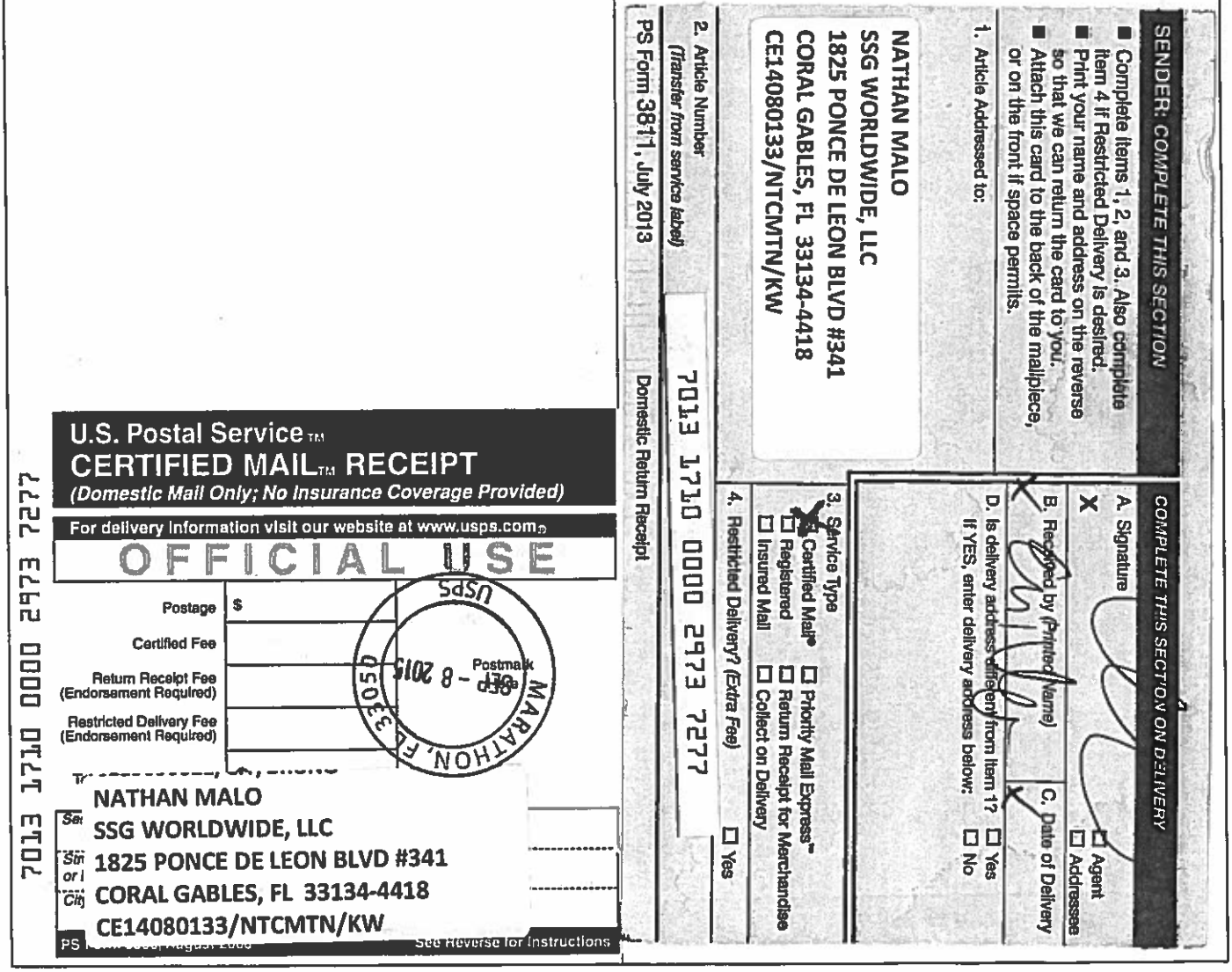
Complaint Number: CE 14080133

USPS Good SRV

CERT #: 7013 1710 0000 2973 7277

GOOD SERVICE: 9/11/15

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:

NATHAN MALO
SSG WORLDWIDE, LLC
1825 PONCE DE LEON BLVD #341
CORAL GABLES, FL 33134-4418
CE14080133/NTCMTN/KW

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

2. Article Number (Transfer from service label) 7013 1710 0000 2973 7277

PS Form 3811, July 2013 Domestic Return Receipt

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)

USPS Postmark MARATHON, FL 33050 SEP - 8 2015

NATHAN MALO
SSG WORLDWIDE, LLC
1825 PONCE DE LEON BLVD #341
CORAL GABLES, FL 33134-4418
CE14080133/NTCMTN/KW

PS Form 3800, August 2006 See Reverse for Instructions

7013 1710 0000 2973 7277

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14080133

I, _____, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **SNIPE PROPERTY TRUST 6/2/2014**, described as **2 SNIPE ROAD, KEY LARGO, FL 33037**, having the property RE#: 00532701025300 with the Notice of Motion to Amend Respondents Name on Final Order and Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceeding for this case with a **Hearing Date of 09/24/2015**.

THIS NOTICE WAS POSTED AT:

X SUBJECT PROPERTY AS STATED ABOVE
Date: _____ Time: _____

_____ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

_____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

X Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: _____

Sworn to and subscribed before me this _____ day of _____, 20___.

_____
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: **NATHAN MALO, SSG WORLDWIDE LLC, 1825 PONCE DE LEON BLVD #341, CORAL GABLES, FL 33134-4418.**

Signature: Cheryl Martin Jones

Sworn to and subscribed before me this 8th day of September, 2015.

Notary Public, State of Florida

TERESA L. SMITH
Notary Public - State of Florida
My Comm. Expires Feb 23, 2019
Commission # FF 174627
Bonded through National Notary Assn.

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE14080133**
	)	
SNIPE PROPERTY TRUST 6/2/2014 ,	)	
Respondent(s).	)	

NOTICE OF MOTION TO AMEND RESPONDENTS NAME ON FINAL ORDER AND NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner Monroe County by and through the undersigned Assistant County Attorney, will move the Monroe County Code Compliance Special Magistrate on Thursday September 24, 2015 at 9:00 a.m. or as soon thereafter as can be heard for an Order: 1) amending the respondent's name set forth on the Final Order dated November 20, 2014 and authorizing the amended order to be immediately filed as a Lien. 2) Pursuant to F.S. 162.09(3), authorizing further 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 April 21, 2015 at Book 2736, Page 413 on the property that was the subject of the code compliance action described as: 2 SNIPE ROAD, KEY LARGO, FLORIDA, MONROE COUNTY, RE# 00532701-025300, **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 3, 2015 is $15,621.82 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on September 24, 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 8th day of September, 2015 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7013 1710 0000 2937 7277 to **1825 PONCE DE LEON BLVD #341 CORAL GABLES, FL 33134-4418**

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. CE14080133
	)	
SNIPE PROPERTY TRUST 6/2/2014	)	
	)	
	)	
Respondent.	)	
	)	

ORDER AUTHORIZING AMENDED FINAL ORDER AND AUTHORIZING FURTHER FORECLOSURE ACTIONS

On September 24, 2015 Petitioner, Monroe County, moved the Monroe County Code Compliance Special Magistrate for an Order amending the Final Order dated November 20, 2014; and authorizing further foreclosure and/or money judgment proceedings on the Amended Final Order and the Final Order recorded on April 21, 2015 at Book 2736, Page 413. Petitioner Monroe County ("County") was represented by Steven T. Williams, Esquire, Assistant County Attorney. Respondent was not present and did not submit any evidence for review.

Having fully considered the evidence presented at hearing, the following is hereby ORDERED:

1) The Final Order dated November 20, 2014 is hereby Amended to include the current respondent's name of SNIPE PROPERTY TRUST 6/2/2014; and,

2) The Amended Final Order is to be immediately filed in the official records of Monroe County, Florida as a lien; and,

3) Authorizing further foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien(s) in this case, on the property that was the subject of the code compliance action described as: 2 SNIPE ROAD, KEY LARGO, FLORIDA, MONROE COUNTY, RE# 00532701-025300.

DONE AND ORDERED at the Division of Administrative Hearing, Tallahassee, Florida, this 24TH day of September, 2015

John G. Van Laningham
Code Compliance 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

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 29TH day of Sept, 2015.

Nicole M. Petrick, Liaison

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,	)	**Case No.: CE14080133**
Petitioner,	)	
	)	
vs.	)	**Subject Property Real Estate Number: 00532701-025300**
	)	
***SNIPE PROPERTY TRUST 6/2/2014**	)	
Respondent(s).	)	

Doc# 2047880 10/05/2015 8:32AM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Doc# 2047880
Bk# 2763 Pg# 947

***Amended FINAL ORDER** **(*amended to correct Respondent(s) name)**

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).
( ) ONE-TIME FINE - The violation(s) is found to be irreparable or irreversible and a one-time fine of $ _____ is ORDERED, payable within _____ days of this Order.
(✓) COSTS - 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 4/1/15 ("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 20TH day of November, 2014.

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

Doc# 2047880
Bk# 2763 Pg# 948

CASE NUMBER: CE14080133

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

SNIPE PROPERTY TRUST 6/2/2014
1825 PONCE DE LEON BLVD
CORAL GABLES, FL 33134-4418

Location of subject property:
2 SNIPE ROAD
KEY LARGO, FL 33037

Real Estate Number: 00532701-025300

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 16TH day of October, 2015.

Nicole M. Petrick, Liaison

MONROE COUNTY
OFFICIAL RECORDS

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

The Plantation and Marathon Offices of the Property Appraiser will be closed Thursday the 31st and Friday January 1st for the New Year's Holiday. Key West Office will be open on the 31st and closed on January 1st.

Property Record Card -
Maps are now launching the new map application version.

Alternate Key: 1654400 Parcel ID: 00532701-025300

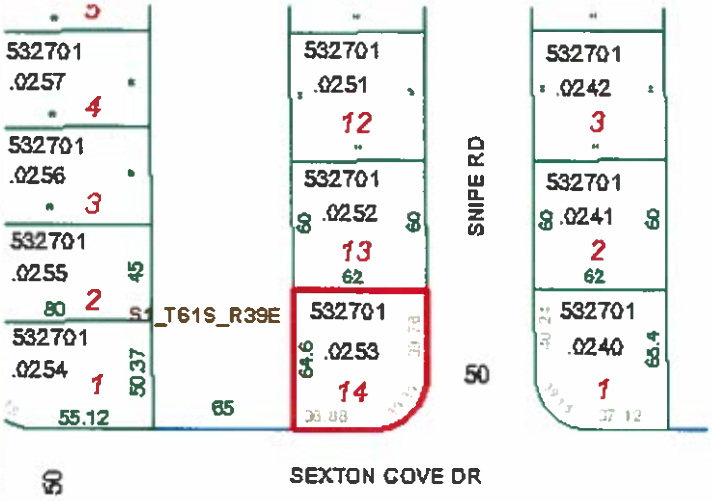
Ownership Details

Mailing Address:
SNIPE PROPERTY TRUST 1 6/2/2014
C/O SSG WORLDWIDE LLC TRUSTEE
1825 PONCE DE LEON BLVD
CORAL GABLES, FL 33134-4418

Property Details

PC Code:	01 - SINGLE FAMILY
Millage Group:	500K
Affordable Housing:	No
Section-Township-Range:	01-61-39
Property Location:	2 SNIPE RD KEY LARGO
Subdivision:	SEXTON COVES ESTATES
Legal Description:	BK 9 LT 14 SEXTON COVE ESTATES RESUBDIVISION KEY LARGO PB6-30 OR575-369 OR832-515 OR832-1992C OR1129-213 OR1324-1597 OR2036-1531AFF OR2342-868 OR2342-869/71AFF OR2348-218 OR2394-949/50 OR2687-720

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
01EC - END CANAL	0	0	3,878.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 0

Total Living Area: 3072
Year Built: 1984

Building 1 Details

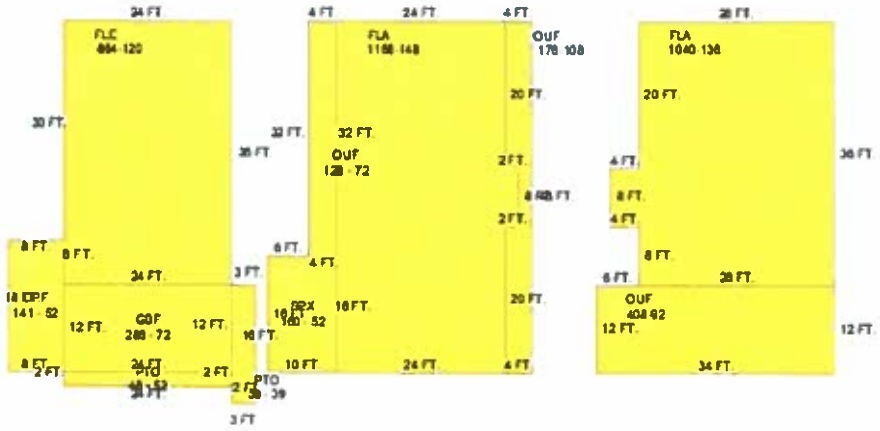
Building Type	R1	**Condition**	A	**Quality Grade**	450
Effective Age	25	**Perimeter**	404	**Depreciation %**	32
Year Built	1984	**Special Arch**	0	**Grnd Floor Area**	3,072
Functional Obs	0	**Economic Obs**	0		

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**	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
0	PTO		1	1983					56
0	SPX		1	1983					160
0	OUF		1	1983					128
0	OPF		1	1983					141
0	PTO		1	1983					48
0	GBF	1:WD FRAME	1	1983					288

1	FLE	1:WD FRAME	1	1994	N	Y	0.00	0.00	864
3	FLA	1:WD FRAME	1	1983	N	Y	0.00	0.00	1,168
5	OUF	1:WD FRAME	1	1983	N	Y	0.00	0.00	176
6	FLA	1:WD FRAME	1	1983	N	Y	0.00	0.00	1,040
7	OUF	1:WD FRAME	1	1983	N	Y	0.00	0.00	408

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	SW2:SEAWALL	180 SF	60	3	1980	1981	3	60
2	DK3:CONCRETE DOCK	360 SF	60	6	1980	1981	4	60
3	PT3:PATIO	900 SF	60	15	1980	1981	2	50
4	AC2:WALL AIR COND	1 UT	0	0	1976	1977	1	20
5	CL2:CH LINK FENCE	120 SF	30	4	1979	1980	1	30
6	DAV:CONC DAVITS	1 UT	0	0	1979	1980	1	60

Appraiser Notes

14-1

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	268,778	14,802	109,250	392,830	392,830	0	392,830
2014	239,860	13,750	113,297	366,907	366,907	0	366,907
2013	237,705	14,044	113,297	365,046	348,464	0	365,046
2012	195,402	14,192	107,192	316,786	316,786	0	316,786
2011	200,287	14,486	112,345	327,118	327,118	0	327,118
2010	210,498	14,924	134,912	360,334	360,334	0	360,334
2009	267,151	15,216	185,504	467,871	467,871	0	467,871
2008	326,518	15,654	297,600	639,772	639,772	0	639,772
2007	325,902	14,635	170,000	510,537	510,537	0	510,537
2006	365,595	13,300	170,000	519,474	519,474	0	519,474
2005	310,233	13,628	170,000	493,861	493,861	0	493,861
2004	292,655	13,956	150,000	456,611	168,998	25,000	143,998
2003	234,124	14,191	74,400	322,715	165,847	25,000	140,847
2002	165,654	14,519	54,560	234,733	161,960	25,000	136,960
2001	131,166	14,847	41,664	187,677	159,410	25,000	134,410
2000	131,166	6,709	36,704	174,579	154,767	25,000	129,767
1999	108,354	5,641	36,704	150,699	150,699	25,000	125,699

1998	131,166	4,232	36,704	172,102	172,102	25,000	147,102
1997	131,166	4,318	36,704	172,188	171,405	25,000	146,405
1996	125,463	4,246	36,704	166,413	166,413	25,000	141,413
1995	125,463	4,360	36,704	166,527	166,527	25,000	141,527
1994	119,688	4,447	35,712	159,847	159,847	25,000	134,847
1993	108,807	4,154	31,744	144,705	144,705	25,000	119,705
1992	108,807	4,264	31,744	144,815	144,815	25,000	119,815
1991	108,807	4,344	31,744	144,895	144,895	25,000	119,895
1990	108,807	4,455	31,744	145,006	145,006	0	145,006
1989	108,807	4,564	31,744	145,115	145,115	0	145,115
1988	96,018	3,794	29,760	129,572	129,572	25,000	104,572
1987	95,040	3,884	23,808	122,732	122,732	25,000	97,732
1986	95,512	3,775	22,816	122,103	122,103	25,000	97,103
1985	92,253	3,835	21,427	117,515	117,515	25,000	92,515
1984	9,556	4,426	21,427	35,409	35,409	0	35,409
1983	9,556	4,426	21,111	35,093	35,093	0	35,093
1982	9,716	4,426	21,111	35,253	35,253	0	35,253

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
1/2/2015	2748 / 2351	0	QC	11
6/2/2014	2687 / 720	100	WD	11
8/31/2007	2348 / 218	1,400,000	WD	S
8/31/2007	2342 / 868	810,000	WD	Q
9/1/1994	1324 / 1597	130,000	WD	Z
5/1/1981	832 / 515	43,500	WD	Q
2/1/1974	575 / 369	6,900	00	Q

This page has been visited 162,614 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: January 20, 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 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 BACKGROUND:
This property has been the subject of a Code Compliance case for failure to hook up to central sewer. The fines total $6,800.00 as of December 30, 2015 and will continue to accrue at $100 per day until compliance is achieved.

CE13100064: The Special Magistrate found the property in violation and ordered a compliance date of September 1, 2014. The property owner did not gain timely compliance by the deadline ordered by the Special Magistrate. On February 17, 2015, the Special Magistrate extended the compliance date to June 1, 2015. The property owner did not gain timely compliance by the deadline ordered by the Special Magistrate. On July 13, 2015, the Special Magistrate again extended the compliance date to October 22, 2015. The property owner did not gain timely compliance by the date ordered and fines began to accrue on October 23, 2015. The County's lien was recorded on September 15, 2014. 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 was issued a building permit, #15305440, to complete the wastewater connection;
- The public records of Monroe County indicate no inspections to date;
- 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, 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 5/14 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: RIVERA FRANK & KELLY JOAN M
53 BONEFISH AVENUE
KEY LARGO, FL 33037

Case Number: CE13100064

Location: 53 BONEFISH AVE , KEY LARGO, FL 33037
Re Number: 00471540000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 12/02/2013 and subsequently found the following violation(s) of the Monroe County Code:

20-78.(a) - MANDATORY CONNECTION/SEWER
FAILURE TO MAKE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM.

Corrective Action Required:
CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A SEWER LATERAL CONNECTION PERMIT.
CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN AN ABANDONMENT PERMIT.
ALL PERMITS AND CONNECTIONS WILL REQUIRE PASSING FINAL INSPECTIONS FROM ALL APPROPRIATE AGENCIES.

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 05/29/2014 at 9:00 AM 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 **05/28/2014** 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 o

PETITIONER'S EXHIBIT 1 of 4

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

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.: 7006 2150 0001 4772 0237 on 4/17/14 .

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 4

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL
RECEIPTS

Complaint Number: CE 13000064

GOOD SERVICE: 4/18/14

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 Po	

Postmark Here

Sent To
RIVERA FRANK & KELLY JOAN M
Street, Ap or PO Bo
53 BONEFISH AVENUE
City, State
KEY LARGO, FL 33037
CE13100064/NOV/SI/TS

PS Form 3800, August 2006 ctions

7006 2150 0001 4772 0237

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:

RIVERA FRANK & KELLY JOAN M
53 BONEFISH AVENUE
KEY LARGO, FL 33037
CE13100064/NOV/SI/TS

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Rivera ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
4/18

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 4772 0237

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

PETITIONER'S EXHIBIT
1
4 of 4

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY. KEY LARGO, FL 33037
POST OFFICE BOX 491, KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.COM

COURTESY NOTIFICATION
PLANNED MANDATORY CONNECTION TO CENTRAL WASTEWATER SYSTEM

May __, 2010

[AK number of parcel]
[Name of property owner]
[Mailing address]

Parcel Address: [Street address of parcel]

Dear Property Owner:

This letter is to remind you that a 30 day Mandatory Connection Notice will be sent to you in August, 2010. If you have not connected before the mandatory connection date, you will still be charged for wastewater service to your property.

As you proceed to install your lateral connection to the central wastewater system, please remember that you must obtain an Approval to Proceed letter from the District, a Health Department Permit, and a County Building Department Permit before beginning construction. It is also your responsibility to properly abandon your current onsite sewage treatment and disposal system after the District begins to receive and treat your sewage. The abandonment must be coordinated with the Health Department, which will assist you with completing your permit.

Before you permanently connect your house to the system you must contact the District office at 305-451-4019 so that we may open your valve and begin to receive sewage from your property.

If you are a condominium owner, this notice may not apply to you. Please contact your Association management for additional information.

Sincerely,

Charles F. Fishburn
Charles F. Fishburn
General Manager

PETITIONER'S EXHIBIT 6 1 of 2

PETITIONER'S EXHIBIT 9

CERTIFIED MAIL

KLWTD
P.O. Box 491
Key Largo, FL 33037

7010 1670 0000 1904 2783

U.S. POSTAGE PAID TAVERNIER, FL 33070 AUG 31, 10 AMOUNT $5.54 00014162-07

1000 33037

AK: 1578703
RIVERA FRANK
53 BONEFISH AVE
KEY LARGO, FL 33037

Not Deliverable as Addressed
Unable to Forward
Moved, Left No Address
Unclaimed ☐ Refused
Attempted Not Known
No Such Street ☐ Number
Vacant ☐ Illegible
No Mail Receptacle
Box Closed-No Order
Returned For Better Address
Postage Due

RECD SEP - 1 2010

NAME
1ST NOTICE 9/1 9-8
2ND NOTICE
3RD NOTICE 9/16

33037$4769 R005

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.COM

Date: June 10, 2013

AK: 1578703
Rivera Frank
53 Bonefish Ave
Key Largo FL 33037

Property Location: 53 Bonefish Ave

If your property is vacant or has been combined with another piece of property, please notify us at 305-451-4019 or email us at carolw@klwtd.com.

Our records show that you have not connected to the Key Largo Wastewater Treatment District System. You have been given an extension and that has run out. If you feel that you need more time please contact the KLWTD Office. If we do not hear from you in two weeks from the date of this letter your property will be referred to Monroe County Code Compliance for action.

If you have completed the connection process, please contact this office and give us the property's Alternate Key Number (AK) which is located at the top of this letter.

Monroe County has a Community Development Block Grant (CDBG) available for qualified middle-to-low income owners. The grant will pay for the connection. The application is available on our Website (KLWTD.com) and at the office (98880 Overseas Hwy, Key Largo).

If you have extenuating circumstances, please contact the office. The contact is Carol Walker, District Clerk at 305-451-4019 Ext 205, email is carolw@klwtd.com.

Sincerely,

Margaret Blank

Margaret Blank, General Manager

PETITIONER'S EXHIBIT 7

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

February 15, 2013 WWW.KLWTD.COM

1578703
Rivera Frank
53 Bonefish Ave
Key Largo FL 33037

Property Address: 53 Bonefish Ave

Dear Property Owner:

If your property is vacant or has been combined with another piece of property, please notify us at 305-451-4019 or email us at carolw@klwtd.com.

Our records show that you have not connected to the Key Largo Wastewater Treatment District System. You have (30) thirty days from the date of this letter to connect or your property will be referred to Monroe County Code Compliance for action.

If you have completed the connection process, please contact this office and give us the property's Alternate Key Number (AK) which is located at the top of this letter.

Monroe County has a Community Development Block Grant (CDBG) available for qualified middle-to-low income owners. The grant will pay for the connection. The application is available on our Wesbite (KLWTD,com) and at the office (98880 Overseas Hwy. Key Largo).

If you have extenuating circumstances, please contact the office. The contact is Carol Walker, District Clerk at 305-451-4019 Ext 205, email is carolw@klwtd.com.

Sincerely,

Margaret Blank

Margaret Blank, General Manager

PETITIONER'S EXHIBIT

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:

1578703
Rivera Frank
53 Bonefish Ave
Key Largo FL 33037

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Frank Rivera ☐ Agent ☑ Addressee

B. Received by (Printed Name) Frank Rivera C. Date of Delivery 12/16/13

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 0004 4732 8241

PS Form 3811 [illegible] 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 $

Postmark Here

Sent To 1578703
Rivera Frank
Apt. No. or PO Box No. 53 Bonefish Ave
City, State, ZIP+4 Key Largo FL 33037

PS Form 3800

7004 1160 0004 4732 8241

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.COM

November 16, 2012

AK:1578703
RIVERA FRANK
53 BONEFISH AVE
Key Largo Fl 33037

Property Address: 53 BONEFISH AVE

Dear Property Owner:

If your property is vacant or has been combined with another piece of property, please notify us at 305-451-4019 or email us at carolw@klwtd.com.

Please be advised that if you have not started connection to the central wastewater collection system within 30 days of this letter, you will be processed to be turned over the Monroe County Code Compliance. The District will not be able to reverse any enforcement process once it is set into place.

You can avoid this time-consuming and costly process by completing the connection. Please notify this office when you start.

If you have completed the connection process, please contact this office and give us the property's Alternate Key Number (AK) which is located at the top of this letter.

Monroe County has a Community Development Block Grant (CDBG) available for qualified middle-to-low income owners. The grant will pay for the connection. The application is available on our Website (KLWTD.com) and at the office (98880 Overseas Hwy, Key Largo).

If you have extenuating circumstances, please contact the office. The contact is Carol Walker, District Clerk at 305-451-4019 Ext 205, email is carolw@klwtd.com.

Sincerely,

Margaret Blank

Margaret Blank, General Manager

PETITIONER'S EXHIBIT
9
1 of 2

PETITIONER'S EXHIBIT 24

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:

1578703
RIVERA FRANK
53 BONEFISH AVE
Key LargoFl
33037

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 11/13/12

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) 7005 3110 0003 7232 9175

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 $

Postmark Here

Sent To 1578703
Street, Apt. No.; or PO Box No. RIVERA FRANK
City, State, ZIP+4 53 BONEFISH AVE
Key LargoFl
33037

PS Form

7005 3110 0003 7232 9175

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.NET

FRIENDLY REMINDER

The Key Largo Wastewater Treatment District will soon be sending you a 30-day notice to connect. On the day you receive the notice you may make your final connection to the sewer by calling your licensed plumber to connect if you have contracted the job out, or, if you are working on a homeowner's permit, by calling the District (305) 451- 4019.

Whether or not you connect within the 30-day time limit provided in the notice, you will begin to be billed for sewer service as part of your water bill after the 30 days have elapsed.

If you live in a condominium, your condo association will take care of the connection, and you do not need to take any other action on your own.

The Key Largo Wastewater Treatment District will try to make the connection process as simple for you as possible, but remember there will be many others trying to do the connection work at the same time, so please be patient. We have written materials explaining the connection process, and we will be glad to assist you in completing needed paperwork. Please call or stop by the District office.

If you have questions, or if you think this reminder does not apply to you, please call the District office.

TOWN HALL MEETING

JANUARY 30, 2007 AT 5:30 PM

Key Largo Library,
in the Tradewinds Shopping Center
for the
PROPERTY OWNERS OF
Lake Surprise, Lake Surprise II, Largo Hi-Lands, Sexton Cove, Ocean Isles Estates

The property owners and residents in the subdivisions listed above and all other interested citizens are invited to a Town Hall Meeting for information on the upcoming sewer project in their neighborhoods.

The Key Largo Wastewater Treatment Board of Commissioners and Staff will be represented at the meeting.

There will be a presentation explaining how the area will be divided up for construction. What will be expected of the contractors and what will be expected of the residents. Specific topics to be covered include: presentations of scheduling, specifications of installation for homeowners and contractors, an explanation of the assessment process. An open forum to answer questions will follow.

Handouts will be provided to the attendees. If you are planning on attending the meeting please call the District office at 305-453-5804 to let them know to better enable them to have enough of the handouts for all attendees.

We are looking forward to seeing everyone at the meeting. If you are unable to attend the meeting please log onto our website (www.klwtd.com) for the information that was covered at the meeting.

Key Largo Wastewater Treatment District

To be published on or before August 10, 2005.

[MAP OF ASSESSMENT AREAS]

NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given that the Key Largo Wastewater Treatment District Board of Commissioners will conduct a public hearing to consider imposition of non-ad valorem assessments against certain parcels of real property located within the District. The hearing will be held at 5:00 p.m., or as soon thereafter as the matter can be heard, on August 31, 2005 at the District office located at 98880 Overseas Highway, Key Largo, Florida, for the purpose of receiving public comment on the proposed assessments.

In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the District Clerk, Carol Walker, at 305-453-5804 at least 3 days prior to the hearing.

All affected real property owners have a right to appear at the hearing and/or to file written comments with the District within 20 days of this notice. If a person wishes to appeal any decision made by the District with respect to any matter considered at the hearing, such person will need a record of the proceedings, and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The assessments have been proposed to recover a portion of the capital costs of District wastewater management facilities constructed, and to be constructed, within the District. The amount of the assessment imposed upon each parcel will be calculated under and in accordance with the resolution adopting System Development Charges at the District Board meeting of July 20, 2005 and the Initial Assessment Resolution adopted at the District Board meeting of August 3, 2005. Copies of these resolutions and supporting documents are available for inspection and copying at the District office located at 98880 Overseas Highway, Key Largo.

The special assessments will be collected by the Monroe County Tax Collector in annual payments on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the real property, which may result in loss of title.

The District intends to collect the assessments in 20 annual assessments, the first of which will be included on the ad valorem tax bill to be mailed in November 2005. Future assessments may be prepaid in their entirety at the option of the property owner.

If you have any questions, please contact the District Clerk at 305-453-5804, Monday through Friday between 9:00 a.m. and 5:00 pm.

KEY LARGO WASTEWATER TREATMENT DISTRICT.

To be published on or before August 27, 2010

KEY LARGO WASTEWATER TREATMENT DISTRICT

NOTICE OF PUBLIC HEARING REGARDING
ADMENDMENTS TO THE DISTRICT NON-AD VALOREM ASSESSMENT RESOLUTIONS

The Board will conduct a public hearing at 4:00 PM, or as soon thereafter as the matter can be heard, on September 21, 2010, at the District Office located at 98880 Overseas Hwy, Key Largo, FL to consider amendments to the District non-ad valorem assessment resolution, the District General Rules and Regulations, the District resolution providing for monthly rates and charges for wastewater collection, transmission, treatment, and disposal, as shown in the attached draft resolutions, and such other issues as may come to the attention of the District.

If you have any questions, please contact the District Clerk at 305-451-4019 ext 205, Monday through Friday between 8:00 a.m. and 5:00 pm.

KEY LARGO WASTEWATER TREATMENT DISTRICT.

KEY LARGO WASTEWATER TREATMENT DISTRICT
99880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

WWW.KLWTD.COM

To Whom It May Concern:

All lots on the Island of Key Largo vacant or occupied will be assessed for the sewer. Connection to the Sewer is mandatory under Florida Law, Monroe County Ordinance, and District Policy. Prior to connection, the District will send you a "One-Year Notice, stating that you will be required to connect in about a year. The District will send you a "Thirty-Day Notice" at least 30 days before you are required to connect. Wastewater charges will commence on the date specified in the Thirty-Day Notice whether or not you have connected to the system.

VACANT PROPERTY

The District assesses all tax parcels within the assessment area. It is up to the tax parcel owner to request removal from the assessment roll.

The District will remove a tax parcel from the assessment roll if the owner shows that the tax parcel has not been improved and cannot be developed with facilities that will generate sewage.

You can make this showing by demonstrating that the property is marsh, wetland, submerged land, or nature conservatory. You may be required to provide a letter from the Monroe County Planning Department stating that the parcel cannot be developed.

If you believe that your property should not be assessed because it cannot be developed, please contact the District, which will help you understand the types of documentation that will be accepted.

VACANT PROPERTY BESIDE YOUR PROPERTY RECEIVING SERVICE

If you have vacant land that is adjacent to your property that will be receiving service and you have chosen to treat the parcels as a single parcel, even if you have not combined the parcels for property tax purposes, you may file an application to have the District treat the parcels as a single parcel for assessment purposes, meaning that you will be assessed for only one of the parcels. There is a fee for this application. If you later choose to have the District provide service to the vacant parcel the District is advising the undersigned that, if they or their successors desire to have wastewater service provided to any of the Excluded Parcels the cost to the District, and the cost to the undersigned persons or their successors, of providing the **service will be significantly greater** than the costs of providing service at this time;

We encourage you to contact the District for assistance with your assessment

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4018 FAX (305) 453-5807

WWW.KLWTD.COM

Enclosed you will find a magnet that has the Key Largo Wastewater Treatment District's phone number on it and what to do in case of a sewer emergency. Please place near your phone in case you have a problem with the sewer.

If you are a property owner we would like to remind you that once the District has placed an active sewer collection system in front of your property you need to connect to the sewer and decommission your septic system.

SEPTIC TANK

The septic tank abandonment portion of the sewer connection process is administered by the Monroe County Health Department. A permit and inspection are required prior to final approval. Permit application forms are available on the web at http://www.myfloridaeh.com/ostds/form/formmemo.htm or at the Environmental Health offices on the second floor of the Murray Nelson Center. The permit fee is $95.00. The Building Department will not close out your county permit without proof of a health department inspection of your abandoned septic tank.

MANDATORY CONNECTION

We want to take this opportunity to remind you that connection to the central sewer system is not optional, IT IS MANDATORY. In 1999, the Legislature adopted chapter 99-395, Laws of Florida, which gave Monroe County the authority to require connection to central wastewater systems. The Florida Supreme Court upheld the validity of ch. 99-395 in *Schrader v. Florida Keys Aqueduct Authority*, 840 So.2d 1050 (Fla. 2003.) in 2000, Monroe County adopted an ordinance exercising its authority to require connection to the central sewer system 30 days after the property owner receives notification from the District that the central sewer system is available. If you do not connect after notification, we will work with you to encourage connection, but if you refuse to connect, we will turn the matter over to Monroe County Code Compliance, which will obtain a court order requiring connection and imposing fines for failure to connect.

Paying your monthly sewer bill does not exempt you from connecting to the sewer.

2015 EXTENSION NOT APPLICABLE

Last year, the Legislature enacted chapter 2010-205, Laws of Florida. That law extended the time within which local governments are required to provide central sewer until December 31, 2015. However, THE LAW DID NOT EXTEND THE TIME FOR YOU TO CONNECT TO CENTRAL SEWER. You are required to connect within 30 days after you receive notice that the central sewer system is available for your connection.

There are RUMORS going around that you are not required to connect to the central sewer until 2015, and that Monroe County Code Compliance will not take you to court to force you to connect. THESE RUMORS ARE FALSE, and if you rely on them, you may find yourself in a costly and time-consuming legal battle.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Monroe County has made available CDBG grants for low to middle income persons who need assistance in putting in the lateral connection (connection from house to street). Applications are available at the District Office, 98880 Overseas Hwy, Key Largo (middle of highway at MM 98) and on the website www.klwtd.com (go to Resources then Financial Assistance).

KEY LARGO WASTEWATER TREATMENT DISTRICT

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

Frank Rivera and
Joan M. Kelly H/W

Respondent(s).

Case No. CE 13100064

Subject Property Real Estate Number:
00471540-000000

DocH 1997830 09/16/2014 10:38AM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

DocH 1997830
BkH 2703 PgH 615

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** 9/1/14 **("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 of: $

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.

( ) _____

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 29TH day of May, 20 14.

John G. Van Laningham, Special Magistrate

CASE NUMBER: CE13100064

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

RIVERA FRANK & KELLY JOAN M
53 BONEFISH AVENUE
KEY LARGO, FL 33037

DocH 1997830
BkH 2703 PgH 616

Location of Subject Property:
53 BONEFISH AVE
KEY LARGO, FL 33037

RE NUMBER: 00471540000000

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 Petrick

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 with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative n/a on this 29TH day of May ,20 14 .

Nicole Petrick

Nicole M. Petrick, Liaison

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY CODE COMPLIANCE
SPECIAL MAGISTRATE

Monroe County Code Compliance
Petitioner

vs. Case: CE13100064

Frank Rivera and Joan M Kelly
Respondent(s)

In the matter of:
Re# 00471540-000000

AGREEMENT TO ENLARGE COMPLIANCE DATE
AND ORDER APPROVING SAME

The Petitioner Monroe County Code Compliance by and through the undersigned Code Compliance Inspector and Frank Rivera and Joan M Kelly, hereby agree to the following:

1. The Final Order dated May 29, 2014 ordered a compliance date of September 1, 2014. The Respondents are not going to be in compliance by that date.

2. Respondent(s) agrees that the violation(s) still exists in the above captioned matter and;

(a) The parties are now agreeing to extend the compliance date to June 1, 2015.

(b) The Respondent waives the right to appeal any finding of violation or order that he or she would otherwise have under Section 162.11, Florida Statutes.

(c) The Final Order dated May 29, 2014, and any evidence in the Code Compliance file will be deemed the record in the case; and

3. The property will be checked for compliance on June 1, 2015. (New compliance date).

4. The parties understand that a fine of $100.00 per day shall accrue daily if the property is not brought into compliance within the time specified in paragraph 3. The fines will accrue as follows:

20-78(a) $100.00

5. The Respondent(s) agree to pay all costs incurred in prosecuting the case within 30 days of compliance and that such costs may be imposed as a lien under Section 162.09(2)(d), Florida Statutes, and Monroe County Code section 8-29(b).

6. The Respondent(s) specifically agrees that this Agreement may be recorded in the public records of the County and if recorded shall constitute notice to subsequent purchasers, successors in interests, or assigns that the violations of Monroe County Code 20-78(a) exists. This Agreement shall be recorded as a lien against the property and upon any other real or personal property owned by the Respondent(s) if the property is not brought into compliance by the date specified in paragraph 3.

7. Respondent(s) agrees and represents that Respondent(s) entered into this Agreement 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. The parties understand and agree that the Respondent(s) may revoke this Agreement and that such revocation must be done in writing or done in person with Inspector Windsor by the end of business January 26, 2015.

By signing this Agreement, both parties represent that they have the authority to enter into this agreement and further, that they have READ, UNDERSTOOD, AND CONSENT to its terms and conditions.

Signature of Respondent(s) / Date

Frank Rivera

Print Name

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Frank Rivera who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 21 day of January 20 15.

NOTARY PUBLIC

YURIAN C RIOS
MY COMMISSION #EE106586
EXPIRES: JUN 26, 2015
Bonded through 1st State Insurance

Signature of Respondent(s) / Date

Joan M. Kelly

Print Name

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Joan M Kelly who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 21 day of January 20 15

NOTARY PUBLIC

YURIAN C RIOS
MY COMMISSION #EE106586
EXPIRES: JUN 26, 2015
Bonded through 1st State Insurance

Kathleen Windsor 1/29/15

Signature of Petitioner (County) / Date

Kathleen Windsor

Inspectors name

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kathleen Windsor who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 29 day of Jan 20 15

NOTARY PUBLIC

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

MONROE COUNTY CODE COMPLIANCE
SPECIAL MAGISTRATE

Monroe County Code Compliance
Petitioner

vs. Case Number **CE13100064**

Frank Rivera and Joan M Kelly
Respondent(s)

In the matter of:
Re# 00471540-000000

ORDER APPROVING AGREEMENT
TO ENLARGE COMPLIANCE DATE

This matter comes before the undersigned Special Magistrate upon the Agreement of the parties to enlarge the compliance date, which was initially established in the Final Order rendered on 5/29/14. Upon consideration of the parties' Agreement and being otherwise advised, it is

ORDERED that:

1. The Agreement attached hereto is approved, adopted, and incorporated by reference, to this Order as if fully set forth herein.

2. The terms and conditions of the Final Order dated 5/29/14 remain the same.

3. The new compliance date shall be 6/1/15. Fines shall accrue as specified in the Final Order of 5/29/14 the property is not brought into compliance by this date.

DONE AND ORDERED this 17TH day of February, 2015.

JOHN G. VAN LANINGHAM
Code Compliance 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 24TH day of Feb., 2015.

Nicole M. Petrick, Liaison

MONROE COUNTY CODE COMPLIANCE
SPECIAL MAGISTRATE

Monroe County Code Compliance
Petitioner

vs.

Case Number **CE13100064**

Frank Rivera and Joan M Kelly,
Respondent(s)

In the matter of:
Re# 00471540-000000

AGREEMENT TO ENLARGE COMPLIANCE DATE
AND ORDER APPROVING SAME

The Petitioner Monroe County Code Compliance by and through the undersigned Code Compliance Inspector and **Frank Rivera and Joan M Kelly,** hereby agree to the following:

1. The Final Order dated **May 29, 2014** ordered a compliance date of **September 1, 2014;** an extension of time to comply signed and dated on February 17, 2015 ordered a compliance date of **June 1, 2015.** The Respondents are not going to be in compliance by that date.

2. Respondent(s) agrees that the violation(s) still exists in the above captioned matter and;

(a) The parties are now agreeing to extend the compliance date to **October 22, 2015.**

(b) The Respondent waives the right to appeal any finding of violation or order that he or she would otherwise have under Section 162.11, Florida Statutes.

(c) The Final Order dated **May 29, 2014**, and any evidence in the Code Compliance file will be deemed the record in the case; and

3. The property will be checked for compliance on **October 22, 2015.** (New compliance date).

4. The parties understand that a fine of **$100.00** per day shall accrue daily if the property is not brought into compliance within the time specified in paragraph 3. The fines will accrue as follows:

20-78.(a) $ 100.00 per day

5. The Respondent(s) agree to pay all costs incurred in prosecuting the case within 30 days of compliance and that such costs may be imposed as a lien under Section 162.09(2)(d), Florida Statutes, and Monroe County Code section 8-29(b).

6. The Respondent(s) specifically agrees that this Agreement may be recorded in the public records of the County and if recorded shall constitute notice to subsequent purchasers, successors in interests, or assigns that the violations of Monroe County Code 20-78.(a) exists. This Agreement shall be recorded as a lien against the property and upon any other real or personal property owned by the Respondent(s) if the property is not brought into compliance by the date specified in paragraph 3.

7. Respondent(s) agrees and represents that Respondent(s) entered into this Agreement 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. The parties understand and agree that the Respondent(s) may revoke this Agreement and that such revocation must be done in writing or done in person with Inspector Cynthia J. McPherson by the end of business July 9, 2015.

By signing this Agreement, both parties represent that they have the authority to enter into this agreement and further, that they have READ, UNDERSTOOD, AND CONSENT to its terms and conditions.

Signature of Respondent(s) / Date

FRANK RIVERA
Print Name

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Frank Rivera who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 7th day of July 2015

NOTARY PUBLIC

YUMARI C RIOS
MY COMMISSION #FF243349
EXPIRES: JUN 26, 2019
Bonded through 1st State Insurance

Signature of Respondent(s) / Date

JOAN M. KELLY
Print Name

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Joan M Kelly who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 7th day of July 2015

NOTARY PUBLIC

YUMARI C RIOS
MY COMMISSION #FF243349
EXPIRES: JUN 26, 2019
Bonded through 1st State Insurance

Signature of Petitioner (County) / Date 7/9/15

Cynthia J. McPherson
Inspectors name

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Cynthia McPherson who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 9th day of July 2015

NOTARY PUBLIC

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

MONROE COUNTY CODE COMPLIANCE
SPECIAL MAGISTRATE

Monroe County Code Compliance
Petitioner

vs.

Case Number **CE13100064**

Frank Rivera and Joan M Kelly,
Respondent(s)

In the matter of:
Re# 00471540-000000

ORDER APPROVING AGREEMENT
TO ENLARGE COMPLIANCE DATE

This matter comes before the undersigned Special Magistrate upon the Agreement of the parties to enlarge the compliance date, which was initially established in the Final Order rendered on 5/29/14. Upon consideration of the parties' Agreement and being otherwise advised, it is

ORDERED that:

1. The Agreement attached hereto is approved, adopted, and incorporated by reference, to this Order as if fully set forth herein.

2. The terms and conditions of the Final Order dated 5/29/14 remain the same.

3. The new compliance date shall be 10/22/15. Fines shall accrue as specified in the Final Order of 5/29/14 the property is not brought into compliance by this date.

DONE AND ORDERED this 13th day of July, 2015.

JOHN G. VAN LANINGHAM
Code Compliance 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 July, 2015.

Nicole M. Petrick, Liaison

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

FRANK RIVERA AND JOAN M. KELLY H/W
53 BONEFISH AVE.
KEY LARGO, FL. 33037

December 15, 2014

FILE COPY

Subject: Code Case: **CE13100064**
Location: **53 BONEFISH AVE., KEY LARGO**

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 $100.00 per day until the property comes into compliance. A daily fine of $100.00 per day has currently accrued for 104 days for a current total of $10,400.00.

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 $172.38 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 $10,572.38 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,

Traci Schoenrock

Traci Schoenrock
Code Compliance Inspector
schoenrock-traci@monroecounty-fl.gov
305-292-4498

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

FRANK RIVERA & JOAN M KELLY
53 BONEFISH AVENUE
KEY LARGO, FL 33037

October 27, 2015

Subject: Code Case: CE13100064
Location: 53 BONEFISH AVE 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

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

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 13100064

usps.com - 10/30/15

CERT #: 7014 3490 0001 3900 0553

GOOD SERVICE: yes

NO SERVICE: _____

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 Postage & Fees	$

MARATHON, FL 33050 OCT 28 2015 USPS Postmark Here

RIVERA FRANK & KELLY JOAN M H/W
53 BONEFISH AVE
KEY LARGO, FL 33037
CE13100064/NTCMTN/KW

PS Form 3800, August 2006 See Reverse for Instructions

7014 3490 0001 3900 0553

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:

RIVERA FRANK & KELLY JOAN M H/W
53 BONEFISH AVE
KEY LARGO, FL 33037
CE13100064/NTCMTN/KW

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

2. Article Number (Transfer from service label) 7014 3490 0001 3900 0553

PS Form 3811, July 2013 Domestic Return Receipt

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA, Petitioner, vs. **FRANK RIVERA and** **JOAN M KELLY,** Respondent(s).	)	Case No.: **CE13100064**

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 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

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

The Plantation and Marathon Offices of the Property Appraiser will be closed Thursday the 31st and Friday January 1st for the New Year's Holiday. Key West Office will be open on the 31st and closed on January 1st.

Property Record Card -
Maps are now launching the new map application version.

Alternate Key: 1578703 Parcel ID: 00471540-000000

Ownership Details

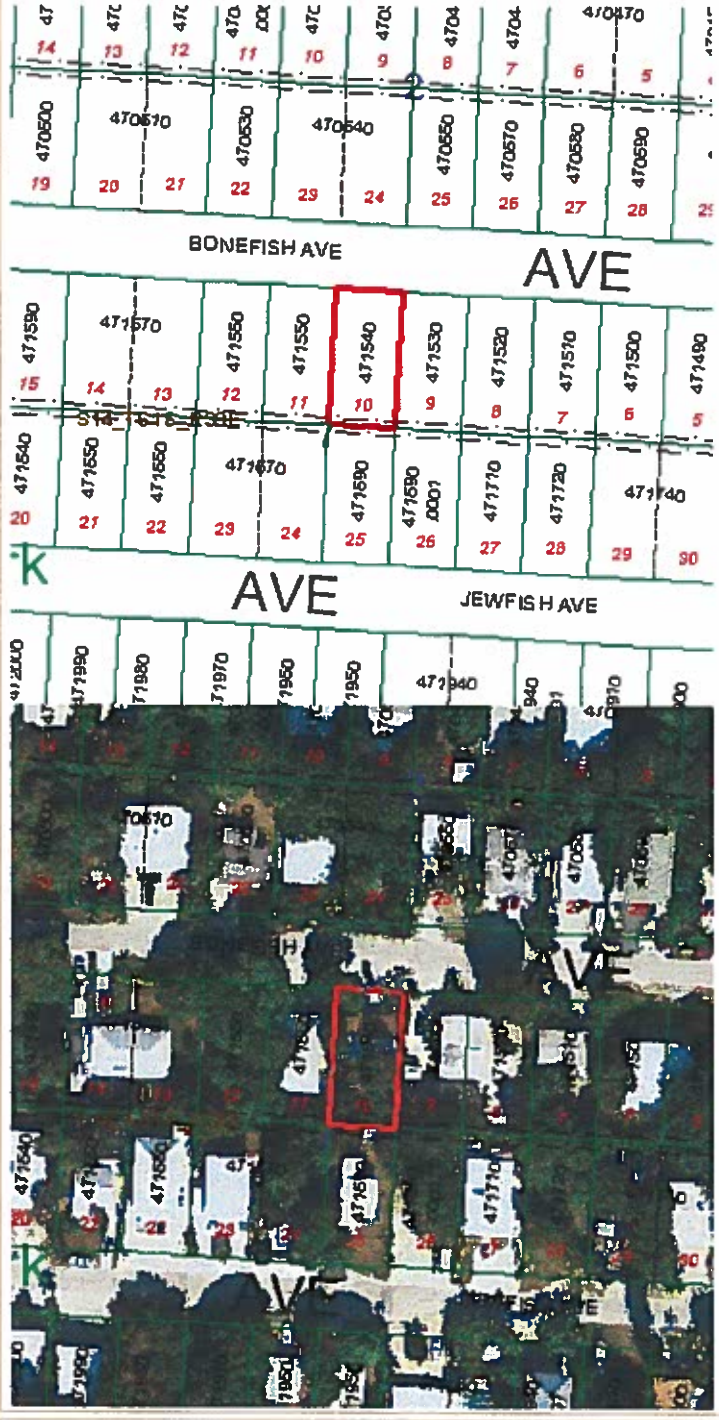
Mailing Address:
RIVERA FRANK
53 BONEFISH AVE
KEY LARGO, FL 33037

All Owners:
KELLY JOAN M H/W, RIVERA FRANK

Property Details

PC Code: 01 - SINGLE FAMILY
Millage Group: 500K
Affordable Housing: No
Section-Township-Range: 14-61-39
Property Location: 53 BONEFISH AVE KEY LARGO
Subdivision: LARGO SOUND PARK
Legal Description: BK 7 LT 10 LARGO SOUND PARK PB3-111 KEY LARGO OR563-1086 OR692-232 OR814-1358Q/C OR1092-1897 OR1429-536

Click Map Image to open interactive viewer



Exemptions

Exemption	Amount
44 - ADDL HOMESTEAD	25,000.00
39 - 25000 HOMESTEAD	25,000.00
03 - VETERAN 5000	5,000.00

Land Details

Land Use Code	Frontage	Depth	Land Area
010D - RESIDENTIAL DRY	0	0	5,125.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 0
Total Living Area: 1120
Year Built: 1975

Building 1 Details

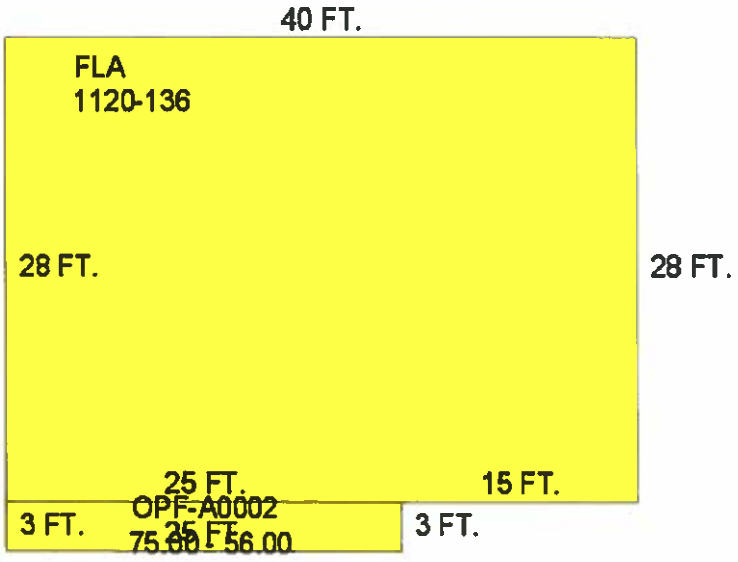
Building Type	R1	Condition	A	Quality Grade	500
Effective Age	35	Perimeter	136	Depreciation %	37
Year Built	1975	Special Arch	0	Grnd Floor Area	1,120
Functional Obs	0	Economic Obs	0		

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	GABLE/HIP	Roof Cover	METAL	Foundation	CONCR FTR
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
0	OPF		1	1974		N			75
1	FLA	5:C.B.S.	1	1974	N	N	0.00	0.00	1,120

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
0	PT2:BRICK PATIO	48 SF	12	4	2008	2013	1	50
1	CL2:CH LINK FENCE	1,500 SF	300	5	1994	1995	1	30

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	14305721	01/26/2015	06/18/2015	33,602		INT/EXT REMODEL/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	94,948	1,460	86,727	183,135	101,922	30,000	71,922
2014	88,048	1,331	65,703	155,082	101,113	30,000	71,113
2013	89,513	1,337	70,959	161,809	99,619	30,000	69,619
2012	93,895	1,129	59,132	154,156	97,954	30,000	67,954
2011	81,004	1,234	69,645	151,883	95,101	30,000	65,101
2010	80,481	1,313	64,063	145,857	93,696	30,000	63,696
2009	104,419	1,391	92,250	198,060	91,233	30,000	61,233
2008	106,001	1,496	127,500	234,997	91,142	30,000	61,142
2007	134,491	1,404	142,800	278,695	88,487	25,000	63,487
2006	116,704	1,474	178,500	296,678	86,329	25,000	61,329
2005	116,704	1,568	81,600	199,872	83,815	25,000	58,815
2004	98,751	1,638	62,475	162,864	81,374	25,000	56,374
2003	77,283	1,708	57,375	136,366	79,857	25,000	54,857
2002	77,851	1,802	30,600	110,253	77,986	25,000	52,986
2001	58,388	1,872	25,500	85,760	76,758	25,000	51,758
2000	60,821	1,479	12,750	75,050	74,523	25,000	49,523
1999	60,821	1,550	12,750	75,121	72,564	25,000	47,564
1998	58,388	1,540	12,750	72,678	71,422	25,000	46,422
1997	55,956	1,524	12,750	70,229	70,229	25,000	45,229
1996	43,042	0	12,750	55,792	52,820	25,000	27,820
1995	43,042	0	12,750	55,792	51,532	25,000	26,532

1994	37,428	0	12,750	50,178	50,178	25,000	25,178
1993	37,428	0	12,750	50,178	50,178	25,000	25,178
1992	37,428	0	12,750	50,178	50,178	25,000	25,178
1991	37,428	0	12,750	50,178	50,178	25,000	25,178
1990	37,428	0	11,475	48,903	48,903	25,000	23,903
1989	37,428	0	11,475	48,903	48,903	0	48,903
1988	31,901	0	11,475	43,376	43,376	25,000	18,376
1987	31,504	0	8,925	40,429	40,429	25,000	15,429
1986	31,683	0	8,925	40,608	40,608	25,000	15,608
1985	29,033	0	8,925	37,958	37,958	25,000	12,958
1984	27,208	0	8,925	36,133	36,133	25,000	11,133
1983	27,208	0	7,625	34,833	34,833	25,000	9,833
1982	27,773	0	7,625	35,398	35,398	25,000	10,398

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
10/1/1996	1429 / 0536	85,000	WD	Q
5/1/1989	1092 / 1897	65,000	WD	Q
2/1/1977	692 / 232	31,500	00	Q

This page has been visited 161,593 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: January 20, 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 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 BACKGROUND:
This property has been the subject of a Code Compliance case for failure to hook up to central sewer. The fines total $18,100.00 as of December 30, 2015 and will continue to accrue at $100 per day until compliance is achieved.

CE14100154: The Special Magistrate found the property in violation and ordered a compliance date of July 1, 2015. The property owner did not gain timely compliance by the deadline ordered by the Special Magistrate and fines began to accrue on July 2, 2015. The County's lien was recorded on July 6, 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 was issued a building permit, #15105673, to complete the wastewater connection;
- The public records of Monroe County indicate no inspections to date;
- 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, 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 SKW 1/14 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: RENNER RICHARD AUGUST & SHAWNA MERI **Case Number: CE14100154**
1 JADE DR
KEY WEST, FL 33040

Location: 1 JADE DR BIG COPPITT KEY, FL 33040
Re Number: 00155460000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 11/14/2014 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 1 of 9

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 02/26/2015 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 **02/25/2015** 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.: 7010 2780 0001 8688 9825 on 12/11/14.

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".

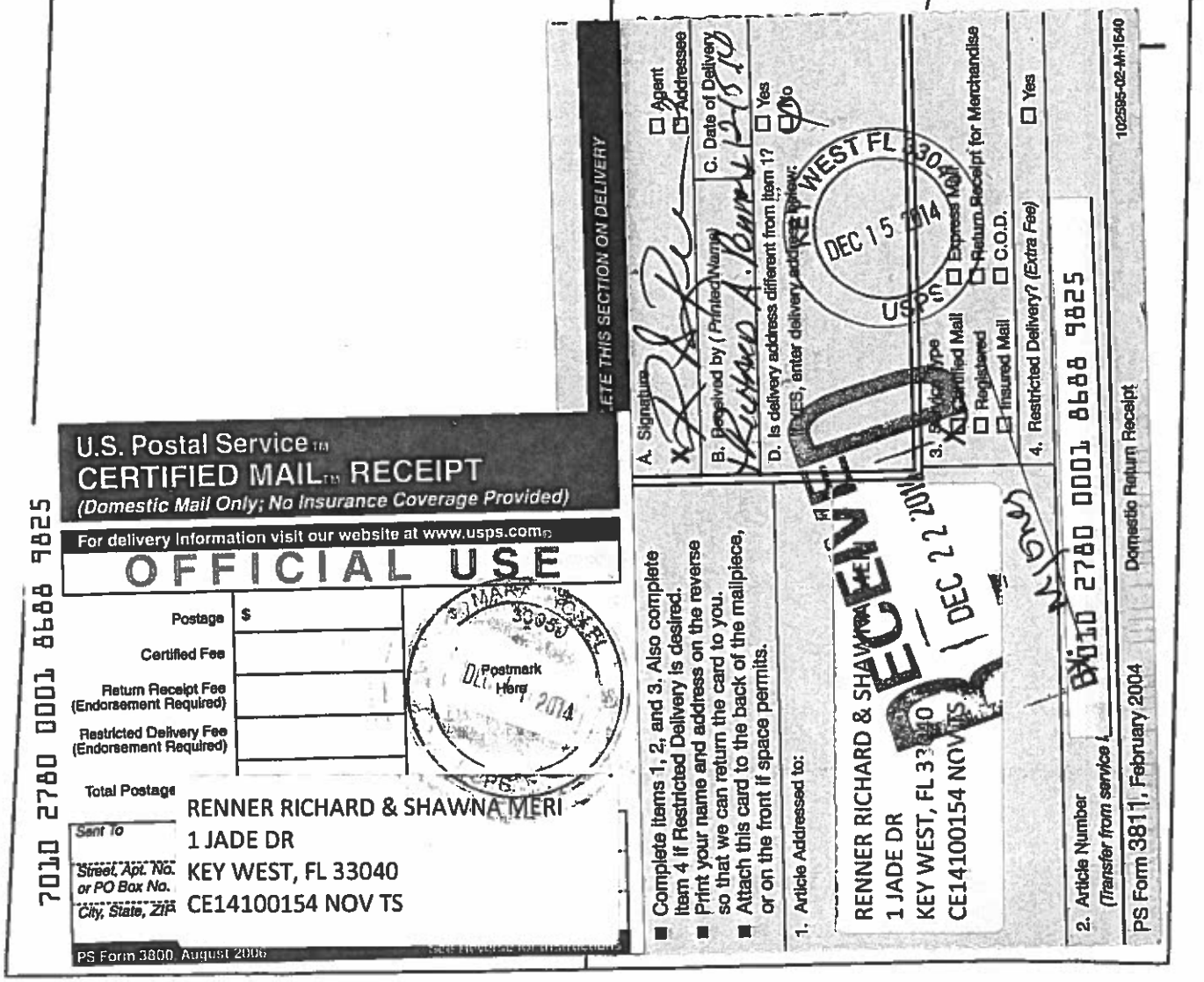
PETITIONER'S EXHIBIT
tabbies
3 of 9

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 14100154

GOOD SERVICE: Yes



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Postmark Here
DEC 1 2014

Sent To
Street, Apt. No. or PO Box No.
City, State, ZIP

RENNER RICHARD & SHAWNA MERI
1 JADE DR
KEY WEST, FL 33040
CE14100154 NOV TS

PS Form 3800, August 2006

7010 2780 0001 8688 9825

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:

RENNER RICHARD & SHAWNA MERI
1 JADE DR
KEY WEST, FL 33040
CE14100154 NOV TS

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee
B. Received by (Printed Name) Richard A. Renner C. Date of Delivery 12/15/14
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

KEY WEST FL 330 DEC 15 2014 USPS

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) 7010 2780 0001 8688 9825

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

RECEIVED DEC 22 2014

PETITIONER'S EXHIBIT

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: Van Ness Law Firm, PLC
C/O Ian D. Jagendorf, Esp.
1239 E. Newport Center Dr. Ste 110
Deerfield Beach, FL 33442

Case Number: CE14100154

Re: RENNER RICHARD AUGUST & SHAWNA MERI
Re Number: 00155460000000
Location: 1 JADE DR BIG COPPITT KEY, FL 33040

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 11/14/2014 and subsequently found the following violation(s) of 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.

tabbies PETITIONER'S EXHIBIT

( ) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 02/26/2015 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 **02/25/2015** 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

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.: 7010 2780 0001 8688 9849 on 2/11/14.

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 [illegible] a.m. - 5:00 p.m., no later than five (5) calendar [illegible]ing or voice impaired, call "711".

7010 2780 0001 8688 9849

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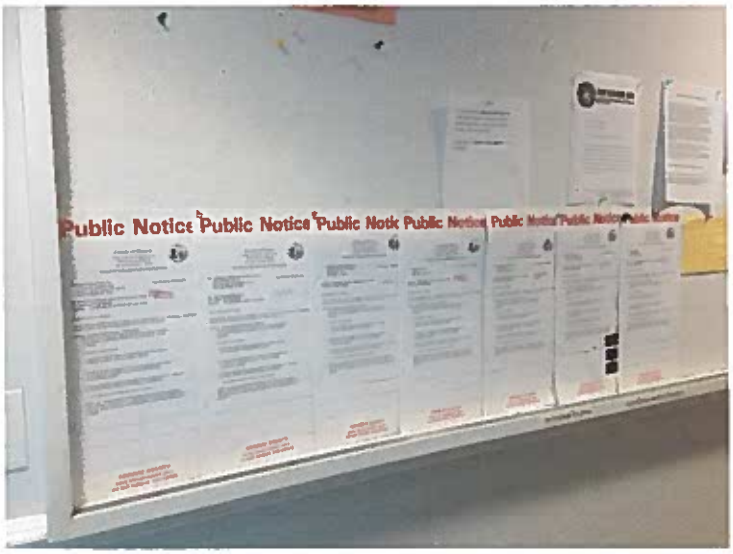
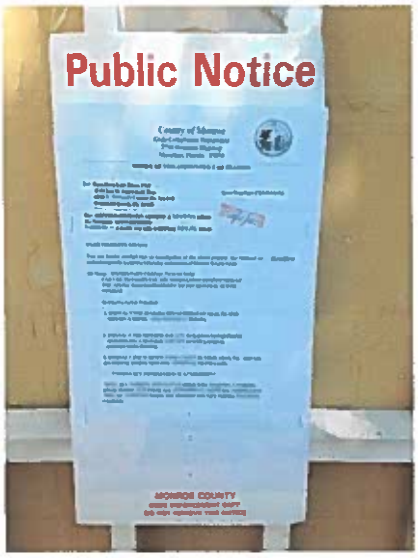
MARATHON FL 33050
Sent To VAN NESS LAW FIRM, PLC
C/O IAN D. JAGENDORF, ESQ.
Street, Apt. No.; or PO Box No. 1239 E NEWPORT CENTER DR STE 110
City, State, ZIP+ DEERFEILD BEACH, FL 33442
CE14100154 NOV TS
PS Form 3800, August 2006 See Reverse for Instructions

PETITIONER'S EXHIBIT 1 of 9





CE14100154-Richard and Shawna Renner
1 Jade Dr., Big Coppitt
2-11-15 Inspector Schoenrock

PETITIONER'S EXHIBIT
1
8 of 9

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14100154

I, Traci Schoenrock, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: RENNER RICHARD AUGUST & SHAWNA MERI, described as 1 JADE DR BIG COPPITT KEY, FL 33040 , having the property RE#: 00155460000000 with the Notice of Violation/Notice of Hearing for this case with a Hearing Date of 02/26/2015.

THIS NOTICE WAS POSTED AT:

X SUBJECT PROPERTY AS STATED ABOVE
Date: 2/11/15 Time: 10:00

X Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 2/11/15 Time: 11:40

____ 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 11th day of February, 2015.

MARTINA LAKE
MY COMMISSION # FF 193931
EXPIRES: January 28, 2019
Bonded Thru Notary Public Underwriters

Martina Lake
Notary Public, State of Florida

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: Van Ness Law Firm, PLC C/O Ian D Jagendorf Esq 1239 E New Port Center Dr. Ste 110 Deerfield Beach, FL 33442.

Signature: Mallory Jones

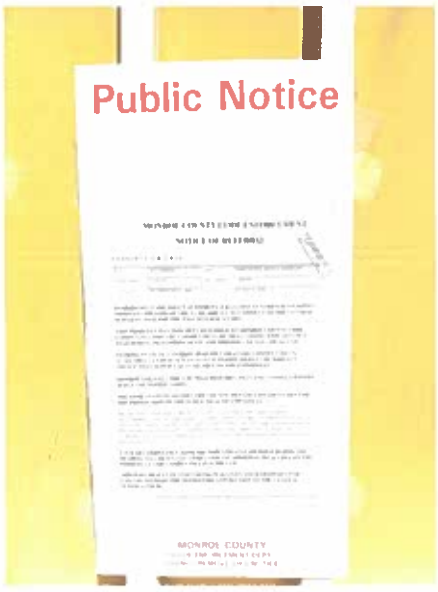
Sworn to and subscribed before me this 11th day of February, 2015.

Martina Lake
Notary Public, State of Florida

MARTINA LAKE
MY COMMISSION # FF 19
EXPIRES: January 28, 2
Bonded Thru Notary Public Unde

PETITIONER'S EXHIBIT
1
9 of 9

CE14100154
Richard Renner and Shawna Meri
1 Jade Dr., Big Coppitt
11-14-14 Inspector Schoenrock



PETITIONER'S EXHIBIT
2
1 of 2

MONROE COUNTY CODE ENFORCEMENT

NOTICE OF REFERRAL

POSTED 11-14-14

PROPERTY ON CASE

RE	00155460000000	Owner	RENNER RICHARD AUGUST & SHAWNA MERI
Property Address	1 JADE DR	Owner Address	1 JADE DR
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 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

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

Doc# 2036077
Bk# 2749 Pg# 760

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

Richard August Renner and Shawna Meri Renner

Respondent(s).

Case No. CE 14100154

Subject Property Real Estate Number:
00155460-000000

Doc# 2036077 07/06/2015 12:08PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

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** 7/1/15 **("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 of: $ 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.

( ) _____

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 26TH day of February 20 15

John G. Van Laningham, Special Magistrate

FINAL ORDER PAGE 2

CASE NUMBER: CE14100154

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

RENNER RICHARD AUGUST & SHAWNA MERI RENNER
1 JADE DR
KEY WEST, FL 33040

Location of Subject Property:
1 JADE DR
BIG COPPITT KEY, FL 33040

RE NUMBER: 00155460000000

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 Petrick

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 with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative

n/a on this 27TH day of Feb. ,20 15 .

Nicole Petrick

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

RICHARD AUGUST RENNER & SHAWNA MERI
1 JADE DR
KEY WEST, FL 33040

DATE: July 7, 2015

Subject: Code Case **CE14100154**
Property Location: Location: **1 JADE DR, BIG COPPITT KEY, FL 33040**
RE Number: **00155460-000000**

FILE COPY

Dear Property Owner,

The purpose of this letter is to inform you that our records indicate that the violations 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 07/06/15 , Book 2749, Pages 760-761. The current amount of the County's lien is $678.15 (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

for Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov
305-289-2586
CC: VAN NESS LASW FIRM, PLC
1239 E. NEWPORT CENTER DRIVE, STE 110
DEERFIELD BEACH, FL 33442

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

RICHARD AUGUST & SHAWNA MERI RENNER
1 JADE DR
KEY WEST FL 33040

COPY

September 18, 2015

Subject: Code Case: CE14100154
Location: 1 Jade Dr., Big Coppitt Key, Florida

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 accrue 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 $190.60 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 $7990.60 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 J. McPherson

Cynthia J. McPherson, CFM
Sr. Director, Code Compliance
Mcpherson-cynthia@monroecounty-fl.gov
305-289-2508

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

RICHARD AUGUST RENNER AND SHAWNA MERI RENNER
1 JADE DR
KEY WEST FL 33040

September 29, 2015

Subject: Code Case: CE14100154
Location: 1 JADE DR BIG COPPITT 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 October 29, 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

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

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14100154

I, Nancy M. Dowling, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **RENNER RICHARD AUGUST & SHAWNA MERI**, described as **1 JADE DR , BIG COPPITT KEY, FL 33040**, having the property **RE#: 00155460000000** with the Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceedings & Notice of Hearing for this case with a **Hearing Date of 10/29/2015**.

THIS NOTICE WAS POSTED AT:

✓ SUBJECT PROPERTY AS STATED ABOVE
Date: 10/13/15 Time: 2:15

✓ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 10/13/15 Time: 1:15

____ 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 13th day of October, 2015.

MARTINA LAKE
MY COMMISSION # FF 193931
EXPIRES: January 28, 2019
Bonded Thru Notary Public Underwriters

Martina Lake
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: **RENNER RICHARD AUGUST & SHAWNA MERI, 1 JADE DR, KEY WEST, FL 33040**

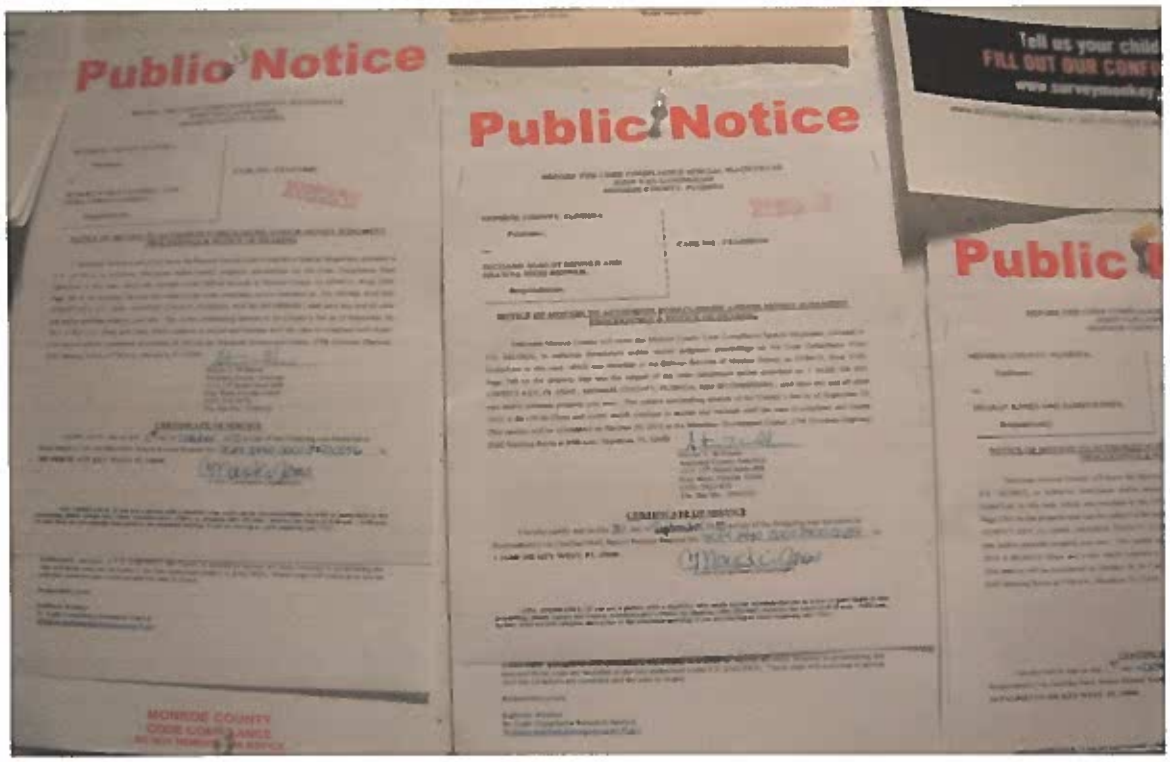
Signature: Cheryl Martin Jones

Sworn to and subscribed before me this 6th day of October, 2015.

Nicole M. Petrick
Notary Public, State of Florida

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

CE14100154 1 Jade Dr. . Big Coppitt Key .
Insp. N Dowling 10/13/15 ND



MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL
RECEIPTS

Complaint Number: CE _____

CERT #: 7014 3490 0001 3900 0089

GOOD SERVICE: _____

NO SERVICE: _____

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 Postage & Fees

MARTHON FL 33050 SEP 30 2015 Postmark Here USPS

Sent To RENNER RICHARD AUGUST &
SHAWNA MERI

Street & Apt. No., or PO Box No. 1 JADE DR

City, State, ZIP+4® KEY WEST, FL 33040-5667

CE14100154/NTCMTN/KW

PS Form ... Instructions

7014 3490 0001 3900 0089

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 ☐ Priority Mail Express™
☐ Certified Mail® ☐ Return Receipt for Merchandise
☐ Registered ☐ Collect on Delivery
☐ Insured Mail ☐ Yes

4. Restricted Delivery? (Extra Fee)

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:

RENNER RICHARD AUGUST &
SHAWNA MERI
1 JADE DR
KEY WEST, FL 33040-5667
CE14100154/NTCMTN/KW

2. Article Number (Transfer from service label) 7014 3490 0001 3900 0089

PS Form 3811, July 2013 Domestic Return Receipt

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE14100154**
	)	
RICHARD AUGUST RENNER AND SHAWNA MERI RENNER,	)	
	)	
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 07/06/15, Book 2749, Page 760 on the property that was the subject of the code compliance action described as: 1 JADE DR BIG COPPITT KEY, FL 33040 , MONROE COUNTY, FLORIDA, RE# 00155460000000 , **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 29, 2015 is $9,139.60 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on October 29, 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 30 day of September, 20 15 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7014 3490 0001 3900 0089 to **1 JADE DR 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. **RICHARD AUGUST RENNER** **AND SHAWNA MERI RENNER,** Respondent(s).	)	Case No.: **CE14100154**

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 29TH day of October, 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 30TH day of Oct., 2015

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

The Plantation and Marathon Offices of the Property Appraiser will be closed Thursday the 31st and Friday January 1st for the New Year's Holiday. Key West Office will be open on the 31st and closed on January 1st.

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: 1200891 Parcel ID: 00155460-000000

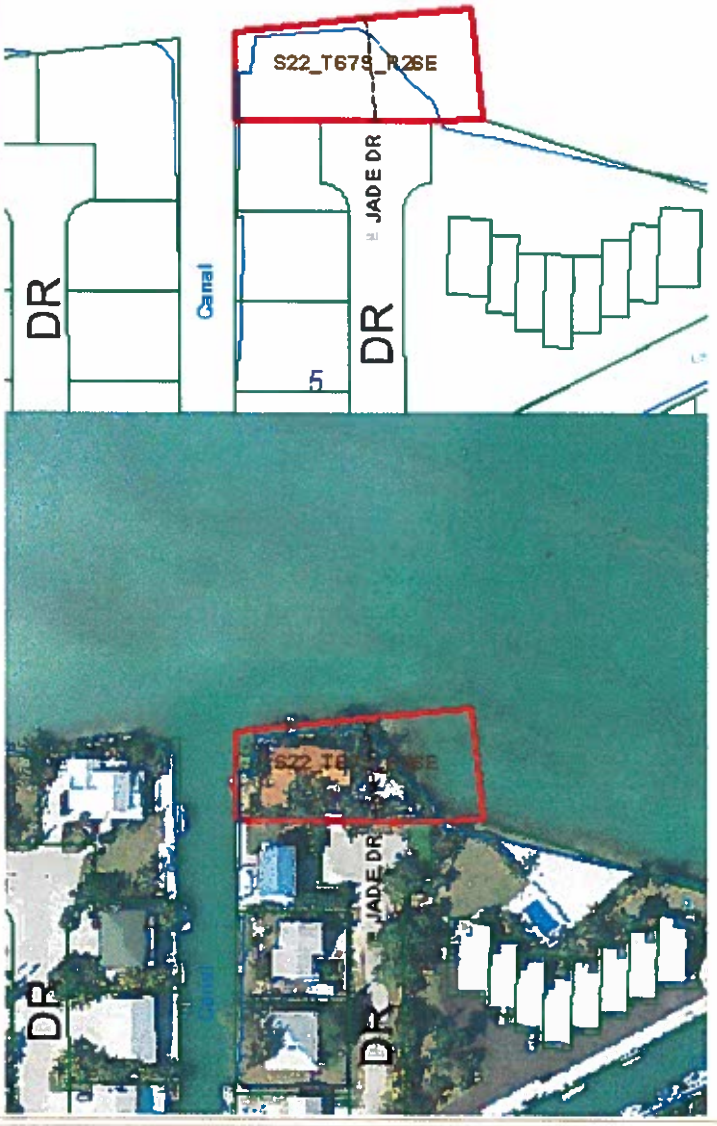
Ownership Details

Mailing Address:
RENNER RICHARD AUGUST AND SHAWNA MERI
1 JADE DR
KEY WEST, FL 33040-5667

Property Details

PC Code:	01 - SINGLE FAMILY
Millage Group:	100B
Affordable Housing:	No
Section-Township-Range:	22-67-26
Property Location:	1 JADE DR BIG COPPITT KEY
Subdivision:	PORPOISE POINT SEC 4
Legal Description:	PORPOISE POINT SECTION 4 PB5-118 BIG COPPITT KEY LOTS 1 & 2 BLK 5 OR409-325 OR490-345/346 OR536-412E OR794-1255 OR798-2345 OR810-824 OR850-2037/2038 OR850-2099 OR911-1495 OR1115-844 OR1273-1599/1600/AFF (RE 15545 COMBINED FOR ASSESSING PURPOSES 3-6-95JMH) OR1753-143 OR1988-2266AFF OR1988-1915(CTT)

Click Map Image to open interactive viewer



Exemptions

Exemption	Amount
44 - ADDL HOMESTEAD	25,000.00
39 - 25000 HOMESTEAD	25,000.00

Land Details

Land Use Code	Frontage	Depth	Land Area

01CW - RES CANAL/WATERFRONT	0	0	11,750.00 SF
9500 - SUBMERGED	0	0	1.00 LT

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 0
Total Living Area: 4362
Year Built: 1994

Building 1 Details

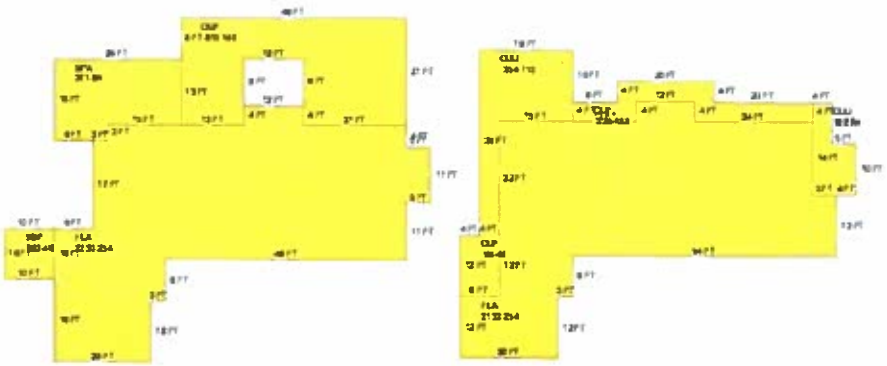
Building Type	R1	Condition	A	Quality Grade	550
Effective Age	13	Perimeter	508	Depreciation %	13
Year Built	1994	Special Arch	0	Grnd Floor Area	4,362
Functional Obs	0	Economic Obs	0		

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	GABLE/HIP	Roof Cover	CONC/CLAY TILE	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	1	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	1
Extra Fix	2	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1995	N	Y	0.00	0.00	2,230
2	OUF		1	1996	N	N	0.00	0.00	810
3	SPX		1	1996	N	N	0.00	0.00	371
4	SBF	1:WD FRAME	1	1997	N	N	0.00	0.00	100
5	FLA	5:C.B.S.	1	1994	N	Y	0.00	0.00	2,132
6	OUU		1	1994	N	N	0.00	0.00	122
7	OUF		1	1994	N	N	0.00	0.00	228
8	OUU		1	1994	N	N	0.00	0.00	354
9	OUF		1	1994	N	N	0.00	0.00	96

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	RW2:RETAINING WALL	680 SF	170	4	1993	1994	1	50
2	FN3:WROUGHT IRON	120 SF	20	6	1994	1995	2	60
3	FN3:WROUGHT IRON	120 SF	20	6	1994	1995	2	60
4	FN2:FENCES	660 SF	132	5	1994	1995	5	30
7	PT2:BRICK PATIO	80 SF	4	20	1994	1995	2	50
8	DK2:CON DKS/CONPIL	396 SF	11	36	1994	1995	2	60
9	PO4:RES POOL	112 SF	14	8	1996	1997	5	50
10	WF2:WATER FEATURE	1 UT	0	0	1996	1997	1	20
11	PT2:BRICK PATIO	819 SF	39	21	1996	1997	2	50
12	SW2:SEAWALL	936 SF	312	3	1994	1995	1	60

Appraiser Notes

2001/5/11 CHANGED LL1 TO 01CW....BC 2002-05-28 POSTED NO TRESPASSING ADDED FLA-10 FOR THE VALTED CELLING AND REMOVED FL2-02 AND CHANGED LAND LINE 2 FROM OOOX TO O1OW FOR THE 2002 TAX ROLL. SKI/DMJ 1/15/2003 ADDED OUF , SBF , SPX & MISC. D.M.J. 2004-01-07 ASKING $1,250,000 FROM THE CITIZEN 01--7-04-SKI

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	94-1308	02/01/1995	11/01/1995	3,000		125 X 4 BLOCK FENCE
	90-0308	02/01/1995	11/01/1995	12,000		480SF DOCK

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	540,576	43,343	339,882	923,801	770,186	25,000	745,186

2014	542,105	40,157	335,095	917,357	764,073	25,000	739,073
2013	554,152	41,240	306,377	901,769	752,781	25,000	727,781
2012	560,176	42,518	435,609	1,038,303	740,198	25,000	715,198
2011	560,176	43,540	114,923	718,639	718,639	25,000	693,639
2010	566,199	44,819	155,607	766,625	766,625	25,000	741,625
2009	600,233	46,097	260,815	907,145	907,145	25,000	882,145
2008	577,668	47,293	543,600	1,168,561	1,139,924	25,000	1,114,924
2007	612,870	41,152	452,700	1,106,722	1,106,722	25,000	1,081,722
2006	1,015,155	37,973	452,700	1,505,828	1,099,312	25,000	1,074,312
2005	575,603	38,990	452,700	1,067,293	1,067,293	25,000	1,042,293
2004	501,289	40,145	703,500	1,244,934	1,244,934	0	1,244,934
2003	501,289	41,302	145,850	688,441	688,441	0	688,441
2002	284,330	22,437	154,435	461,202	461,202	0	461,202
2001	265,216	23,034	94,485	382,736	382,736	0	382,736
2000	265,216	15,641	66,710	347,567	347,567	0	347,567
1999	247,535	14,867	66,710	329,112	329,112	0	329,112
1998	247,535	15,212	66,710	329,458	329,458	0	329,458
1997	247,535	15,558	66,710	329,804	329,804	0	329,804
1996	194,492	12,436	66,710	273,638	273,638	0	273,638
1995	194,492	880	66,710	262,082	262,082	0	262,082
1994	0	0	60,600	60,600	60,600	0	60,600
1993	0	0	60,600	60,600	60,600	0	60,600
1992	0	0	60,600	60,600	60,600	0	60,600
1991	0	0	60,600	60,600	60,600	0	60,600
1990	0	0	55,550	55,550	55,550	0	55,550
1989	0	0	41,915	41,915	41,915	0	41,915
1988	0	0	28,785	28,785	28,785	0	28,785
1987	0	0	28,785	28,785	28,785	0	28,785
1986	0	0	25,755	25,755	25,755	0	25,755
1985	0	0	19,830	19,830	19,830	0	19,830
1984	0	0	19,830	19,830	19,830	0	19,830
1983	0	0	19,830	19,830	19,830	0	19,830
1982	0	0	14,637	14,637	14,637	0	14,637

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
3/22/2004	1988 / 1915	1,080,000	WD	Q
1/9/2002	1753 / 0143	580,000	WD	Q
9/1/1979	798 / 2345	27,500	00	Q

This page has been visited 162,566 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: January 20, 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 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 BACKGROUND:
This property has been the subject of a Code Compliance case for failure to hook up to central sewer. The fines total $18,100.00 as of December 30, 2015 and will continue to accrue at $100 per day until compliance is achieved.

CE14010070: The Special Magistrate found the property in violation and ordered a compliance date of January 1, 2015. The property owner did not gain timely compliance by the deadline ordered by the Special Magistrate. On January 20, 2015, the Special Magistrate extended the compliance date to July 1, 2015. The property owner did not gain timely compliance and fines began to accrue on July 2, 2015. The County's lien was recorded on July 6, 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;
- The property owner applied for a building permit, #15305713, 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 1/14 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: GONZALEZ GUILLERMO ENRIQUE
805 BLUE HERON
KEY LARGO, FL 33037

Case Number: CE14010070

Location: 805 BLUE HERON LN KEY LARGO, FL 33037-4640
Re Number: 00546670000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 06/11/2014 and subsequently found the following violation(s) of the Monroe County Code:

20-78.(a) - MANDATORY CONNECTION/SEWER
* NO TO WIT TEXT *

Corrective Action Required:
CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A SEWER LATERAL CONNECTION PERMIT.
CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN AN ABANDONMENT PERMIT.
CONTACT THE KEY LARGO WASTE WATER TREATMENT DISTRICT AND OBATIN AN ENGINEERS LETTER OF APPROVAL.
ALL PERMITS AND CONNECTIONS WILL REQUIRE PASSING FINAL INSPECTIONS FROM ALL APPROPRIATE AGENCIES AND THE PERMIT(S) CLOSED.

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 07/17/2014 at 9:00 AM 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 **07/16/2014** 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.

PETITIONER'S EXHIBIT
tabbies
1
1 of 9

( ) 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

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.: 7010 2780 0001 8688 8330 on 6/19/14.

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 9

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL
RECEIPTS

Complaint Number: CE 14010070

GOOD SERVICE: NO

NO SERVICE: Posted 7/2/14

7010 2780 0001 8688 8330

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PO

Sent To: Guillermo E. Gonzalez
Street, Apt. No.; or PO Box No.: 805 blue Heron Ln.
City, State, ZIP+4: Key Largo, FL 33037
CE14010070/NOV/TS

PS Form 3800, August 2006 — See Reverse for Instructions

PETITIONER'S EXHIBIT 1 4 of 9

CE14010070-Guillermo Enrique Gonzalez
805 Blue Heron , Key Largo
7-2-14 Inspector Schoenrock

PETITIONER'S EXHIBIT
tabbies
1
5 of 9

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14010070

I, Traci Schoenrock, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: GONZALEZ GUILLERMO ENRIQUE described as 805 BLUE HERON LN KEY LARGO, FL 33037-4640 , having the property RE#: 00546670000000 with the Notice of Violation/Notice of Hearing for this case with a Hearing Date of 07/17/2014.

THIS NOTICE WAS POSTED AT:

X SUBJECT PROPERTY AS STATED ABOVE
Date: 7/2/14 Time: 1:15

____ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

X Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: 7/2/14 Time: 3:30

Signature: Traci Schoenrock

Sworn to and subscribed before me this 9th day of July, 2014.

Elba M. Ramirez

Notary Public, State of Florida

ELBA M RAMIREZ
Notary Public - State of Florida
My Comm Expires Dec 7 2016
Commission # FF 955083
Bonded Through National Notary Assn.

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: GONZALEZ GUILLERMO ENRIQUE, 805 BLUE HERON KEY LARGO, FL 33037.

Signature: Mallory Jones

Sworn to and subscribed before me this 9th day of July, 2014.

Elba M. Ramirez

Notary Public, State of Florida

ELBA M RAMIREZ
Notary Public - State of Florida
My Comm Expires Dec 7 2016
Commission # FF 955083
Bonded Through National Notary Assn.

PETITIONER'S EXHIBIT
1
6 of 9

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: Cesar R Sordo
C/O Sordo & Associates, P.A.
3006 Aviation Ave Ste 2A
Coconut Grove, FL 33133

Case Number: CE14010070

Re: GONZALEZ GUILLERMO ENRIQUE
Re Number: 00546670000000
Location: 805 BLUE HERON LN KEY LARGO, FL 33037-4640

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 06/11/2014 and subsequently found the following violation(s) of Monroe County Code:

20-78.(a) - MANDATORY CONNECTION/SEWER
* NO TO WIT TEXT *

Corrective Action Required:
CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A SEWER LATERAL CONNECTION PERMIT.
CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN AN ABANDONMENT PERMIT.
CONTACT THE KEY LARGO WASTE WATER TREATMENT DISTRICT AND OBATIN AN ENGINEERS LETTER OF APPROVAL.
ALL PERMITS AND CONNECTIONS WILL REQUIRE PASSING FINAL INSPECTIONS FROM ALL APPROPRIATE AGENCIES AND THE PERMIT(S) CLOSED.

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 07/17/2014 at 9:00 AM 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 **07/16/2014** 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.

PETITIONER'S EXHIBIT 1 7 of 9

( ) 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

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

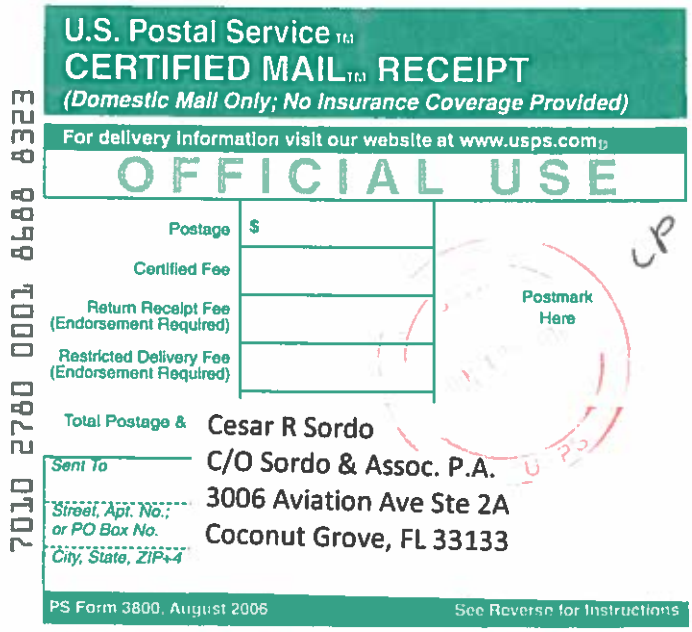
CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7010 2780 0001 8688 8323 on 6/19/14.

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".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Street, Apt. No.; or PO Box No.
City, State, ZIP+4
Cesar R Sordo
C/O Sordo & Assoc. P.A.
3006 Aviation Ave Ste 2A
Coconut Grove, FL 33133
7010 2780 0001 8688 8323
PS Form 3800, August 2006
See Reverse for Instructions

PETITIONER'S EXHIBIT
tabbies
1
9 of 9

CE14010070-
Guillermo Enrique Gonzalez
805 Blue Heron Ln., Key Largo
6-11-14 Inspector Schoenrock

PETITIONER'S EXHIBIT
9
1 of 2

MONROE COUNTY CODE ENFORCEMENT

NOTICE OF REFERRAL

POSTED

PROPERTY ON CASE

RE	00546670000000	Owner	GONZALEZ GUILLERMO ENRIQUE
Property Address	805 BLUE HERON LN	Owner Address	805 BLUE HERON
City/State/Zip	KEY LARGO FL 33037-4640	City/State/Zip	KEY LARGO FL 33037

KEY LARGO WASTEWATER TREATMENT DISTRICT 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 IF YOU HAVE NOT YET COMPELTED THE CONNECTION, 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-

tabbies PETITIONER'S EXHIBIT 2 2 of 2

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

WWW.KLWTD.COM

OFFICIAL THIRTY-DAY NOTIFICATION
TO CONNECT TO AVAILABLE CENTRAL WASTEWATER SYSTEM

DATE

[AK number of parcel]
[Name of property owner]
[Mailing address]

Parcel Address: [Street address of parcel]

Dear Property Owner:

The Key Largo Wastewater Treatment District has now made available central wastewater service to your property. The District's wastewater treatment facility has recently been certified by the Florida Department of Environmental Protection, and is now ready to accept and treat your wastewater

Please consider this letter as your official notification that a central wastewater system is now available to your property, and you are required to connect to the District's wastewater system within thirty (30) days from the date of this Official Thirty-Day Notification, shown above. **Please contact the District office at 305-451-8050 so that we may open your valve and begin to receive sewage from your property.**

Please note that, whether or not you comply with this notice, the District will begin to collect wastewater treatment charges from you after the expiration of the notice period.

Finally, it is your responsibility to properly abandon your current onsite sewage treatment and disposal system. The abandonment must be coordinated with the Monroe County Health Department, which will assist you with completing your permit.

Sincerely,

Charles F. Fishburn
General Manager

PETITIONER'S EXHIBIT
6

PETITIONER'S EXHIBIT

CERTIFIED MAIL

KLWTD
P.O. Box 491
Key Largo, FL 33037

7010 1670 0000 1903 6980

AK: 1670162
GONZALEZ GUILLERMO ENRIQUE
805 4TH LN
KEY LARGO, FL 33037

☐ Not Deliverable as Addressed
☐ Insufficient Address
☐ Unclaimed ☐ Refused
☐ Attempted-Not Known
☐ No Such Street ☐ Number

RECD SEP - 2 2010

NAME
SIGNATURE
DATE

9/2 BL ✓
9/8
9/17

U.S. POSTAGE
PAID
TAVERNIER, FL
33070
SEP 01, 10
AMOUNT
$5.54
00100879-02

1000 33037

33037*4620 R013

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.COM

Date: August 19, 2013

AK: 1670162
GONZALEZ GUILLERMO ENRIQUE
805 Blue Heron Lane
Key Largo FL 33037

Location:805 BLUE HERON LN

If your property is vacant or has been combined with another piece of property, please notify us at 305-451-4019 or email us at carolw@klwtd.com.

Our records show that you have not connected to the Key Largo Wastewater Treatment District System. You have been given an extension and that has run out. If you feel that you need more time please contact the KLWTD Office. If we do not hear from you in two weeks from the date of this letter your property will be referred to Monroe County Code Compliance for action.

If you have completed the connection process, please contact this office and give us the property's Alternate Key Number (AK) which is located at the top of this letter.

Monroe County has a Community Development Block Grant (CDBG) available for qualified middle-to-low income owners. The grant will pay for the connection. The application is available on our Website (KLWTD.com) and at the office (98880 Overseas Hwy, Key Largo).

If you have extenuating circumstances, please contact the office. The contact is Carol Walker, District Clerk at 305-451-4019 Ext 205, email is carolw@klwtd.com.

Sincerely,

Margaret Blank

Margaret Blank, General Manager

PETITIONER'S EXHIBIT
7
1 of 2

CERTIFIED MAIL™

Key Largo Wastewater Treatment District
98880 Overseas Highway
Key Largo, Florida 33037

7010 2780 0000 5407 2656

KEY LARGO AUG. 19.13 FL

0000006947

U.S. POSTALIA 29 06.1

PETITIONER'S EXHIBIT 17 20472

NAME
1ST NOTIC 8-20
2ND NOTICE 8/28
RETURN 9/6

1670162
GONZALEZ GUILLERMO ENRIQUE
805 Blue Heron Lane
Key Largo FL 33037

SEP 6 2013

330734540 R004

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Restricted Delivery Fee (Endorsement Required)
Total P 1670162

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Sent To GONZALEZ GUILLERMO ENRIQUE
Street, Apt. or PO Box 805 Blue Heron Lane
City, State Key Largo FL 33037

PS Form ... Instructions

7010 2780 0000 5407 2656

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.COM

July 17, 2013

1670162
GONZALEZ GUILLERMO ENRIQUE
805 Blue Heron Lane
Key Largo FL 33037

Property Address: 805 BLUE HERON LN

Dear Property Owner:

If your property is vacant or has been combined with another piece of property, please notify us at 305-451-4019 or email us at carolw@klwtd.com.

Our records show that you have not connected to the Key Largo Wastewater Treatment District System. You have (30) thirty days from the date of this letter to connect or your property will be referred to Monroe County Code Compliance for action.

If you have completed the connection process, please contact this office and give us the property's Alternate Key Number (AK) which is located at the top of this letter.

Monroe County has a Community Development Block Grant (CDBG) available for qualified middle-to-low income owners. The grant will pay for the connection. The application is available on our Wesbite (KLWTD,com) and at the office (98880 Overseas Hwy. Key Largo).

If you have extenuating circumstances, please contact the office. The contact is Carol Walker, District Clerk at 305-451-4019 Ext 205, email is carolw@klwtd.com.

Sincerely,

Margaret Blank

Margaret Blank, General Manager

PETITIONER'S EXHIBIT
8
1 of 2

7004 1160 0004 4732 7053

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Total Po 1670162

Sent To GONZALEZ GUILLERMO ENRIQUE
Street, Ap or PO Bo 805 Blue Heron Lane
City, State Key Largo FL 33037

PS Form 3800, June 2002

CERTIFIED MAIL™

7004 1160 0004 4732 7053

Environmental Protection KLWTD Key Largo Wastewater Treatment District

Key Largo Wastewat[illegible] Treatment
98880 Overseas High[illegible]
Key Largo, Florida 33[illegible]

KEY LARGO JUL.18.13 FL

U.S.POSTAGE 06.11 POSTALIA 298672 # 0000009515

D

- Not Delivered
- Unable To
- Insufficient
- Moved, Left No Address
- Unclaimed
- Attempted-Not Known
- No Such Street/Number
- Vacant
- Illegible
- No Mail Receptacle
- Box Closed-No Order
- Returned For Better Address
- Postage Due

1670162
GONZALEZ GUILLERMO ENRIQUE
805 Blue Heron Lane
Key Largo FL 33037

REC'D JUL 19 2013

7/26
8/13

PETITIONER'S EXHIBIT

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.COM

May 10, 2013

AK: 1670162
GONZALEZ GUILLERMO ENRIQUE
805 Blue Heron Lane
Key Largo FL 33037

Property Address: 805 BLUE HERON LN

Dear Property Owner:

If your property is vacant or has been combined with another piece of property, please notify us at 305-451-4019 or email us at carolw@klwtd.com.

Please be advised that if you have not started connection to the central wastewater collection system within 30 days of this letter, you will be processed to be turned over the Monroe County Code Compliance. The District will not be able to reverse any enforcement process once it is set into place.

You can avoid this time-consuming and costly process by completing the connection. Please notify this office when you start.

If you have completed the connection process, please contact this office and give us the property's Alternate Key Number (AK) which is located at the top of this letter.

Monroe County has a Community Development Block Grant (CDBG) available for qualified middle-to-low income owners. The grant will pay for the connection. The application is available on our Website (KLWTD.com) and at the office (98880 Overseas Hwy, Key Largo).

If you have extenuating circumstances, please contact the office. The contact is Carol Walker, District Clerk at 305-451-4019 Ext 205, email is carolw@klwtd.com.

Sincerely,

Margaret Blank

Margaret Blank, General Manager

PETITIONER'S EXHIBIT 9 1 of 2

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™

Key Largo Wastewater Tre
98880 Overseas Highway
Key Largo, Florida 33037

7004 1160 0004 4732 7732

KEY LARGO MAY. 13. 13 FL

U.S. POSTAGE 06.11 POSTALIA298672 #0000005972

PETITIONER'S EXHIBIT 8

REC'D JUN - 5 2013

1670162
GONZALEZ GUILLERMO ENRIQUE
805 Blue Heron Lane
Key Largo FL 33037

REC'D MAY 14 2013

AB-14-B

NIXIE 334 DE I 00 06/02/13
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 33037231080 *1206-02654-02-35

33037@2310

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Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees ¢

Postmark Here

Sent To 1670162 GONZALEZ GUILLERMO ENRIQUE
Street, Apt. No., or PO Box 805 Blue Heron Lane
City, State Key Largo FL 33037

PS Form 3

7004 1160 0004 4732 7732

KEY LARGO WASTEWATER TREATMENT DISTRICT
99880 OVERSEAS HWY. KEY LARGO, FL. 33037
POST OFFICE BOX 491, KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.COM

COURTESY NOTIFICATION
PLANNED MANDATORY CONNECTION TO CENTRAL WASTEWATER SYSTEM

May __, 2010

[AK number of parcel]
[Name of property owner]
[Mailing address]

Parcel Address: [Street address of parcel]

Dear Property Owner:

This letter is to remind you that a 30 day Mandatory Connection Notice will be sent to you in August, 2010. If you have not connected before the mandatory connection date, you will still be charged for wastewater service to your property.

As you proceed to install your lateral connection to the central wastewater system, please remember that you must obtain an Approval to Proceed letter from the District, a Health Department Permit, and a County Building Department Permit before beginning construction. It is also your responsibility to properly abandon your current onsite sewage treatment and disposal system after the District begins to receive and treat your sewage. The abandonment must be coordinated with the Health Department, which will assist you with completing your permit.

Before you permanently connect your house to the system you must contact the District office at 305-451-4019 so that we may open your valve and begin to receive sewage from your property.

If you are a condominium owner, this notice may not apply to you. Please contact your Association management for additional information.

Sincerely,

Charles F. Fishburn
Charles F. Fishburn
General Manager

PETITIONER'S EXHIBIT 10

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.NET

FRIENDLY REMINDER

The Key Largo Wastewater Treatment District will soon be sending you a 30-day notice to connect. On the day you receive the notice you may make your final connection to the sewer by calling your licensed plumber to connect if you have contracted the job out, or, if you are working on a homeowner's permit, by calling the District (305) 451- 4019.

Whether or not you connect within the 30-day time limit provided in the notice, you will begin to be billed for sewer service as part of your water bill after the 30 days have elapsed.

If you live in a condominium, your condo association will take care of the connection, and you do not need to take any other action on your own.

The Key Largo Wastewater Treatment District will try to make the connection process as simple for you as possible, but remember there will be many others trying to do the connection work at the same time, so please be patient. We have written materials explaining the connection process, and we will be glad to assist you in completing needed paperwork. Please call or stop by the District office.

If you have questions, or if you think this reminder does not apply to you, please call the District office.

TOWN HALL MEETING

JANUARY 30, 2007 AT 5:30 PM

Key Largo Library,
in the Tradewinds Shopping Center
for the
PROPERTY OWNERS OF
Lake Surprise, Lake Surprise II, Largo Hi-Lands, Sexton Cove, Ocean Isles Estates

The property owners and residents in the subdivisions listed above and all other interested citizens are invited to a Town Hall Meeting for information on the upcoming sewer project in their neighborhoods.

The Key Largo Wastewater Treatment Board of Commissioners and Staff will be represented at the meeting.

There will be a presentation explaining how the area will be divided up for construction. What will be expected of the contractors and what will be expected of the residents. Specific topics to be covered include: presentations of scheduling, specifications of installation for homeowners and contractors, an explanation of the assessment process. An open forum to answer questions will follow.

Handouts will be provided to the attendees. If you are planning on attending the meeting please call the District office at 305-453-5804 to let them know to better enable them to have enough of the handouts for all attendees.

We are looking forward to seeing everyone at the meeting. If you are unable to attend the meeting please log onto our website (www.klwtd.com) for the information that was covered at the meeting.

Key Largo Wastewater Treatment District

To be published on or before August 10, 2005.

[MAP OF ASSESSMENT AREAS]

NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given that the Key Largo Wastewater Treatment District Board of Commissioners will conduct a public hearing to consider imposition of non-ad valorem assessments against certain parcels of real property located within the District. The hearing will be held at 5:00 p.m., or as soon thereafter as the matter can be heard, on August 31, 2005 at the District office located at 98880 Overseas Highway, Key Largo, Florida, for the purpose of receiving public comment on the proposed assessments.

In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the District Clerk, Carol Walker, at 305-453-5804 at least 3 days prior to the hearing.

All affected real property owners have a right to appear at the hearing and/or to file written comments with the District within 20 days of this notice. If a person wishes to appeal any decision made by the District with respect to any matter considered at the hearing, such person will need a record of the proceedings, and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The assessments have been proposed to recover a portion of the capital costs of District wastewater management facilities constructed, and to be constructed, within the District. The amount of the assessment imposed upon each parcel will be calculated under and in accordance with the resolution adopting System Development Charges at the District Board meeting of July 20, 2005 and the Initial Assessment Resolution adopted at the District Board meeting of August 3, 2005. Copies of these resolutions and supporting documents are available for inspection and copying at the District office located at 98880 Overseas Highway, Key Largo.

The special assessments will be collected by the Monroe County Tax Collector in annual payments on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the real property, which may result in loss of title.

The District intends to collect the assessments in 20 annual assessments, the first of which will be included on the ad valorem tax bill to be mailed in November 2005. Future assessments may be prepaid in their entirety at the option of the property owner.

If you have any questions, please contact the District Clerk at 305-453-5804, Monday through Friday between 9:00 a.m. and 5:00 pm.

KEY LARGO WASTEWATER TREATMENT DISTRICT.

To be published on or before August 27, 2010

KEY LARGO WASTEWATER TREATMENT DISTRICT

NOTICE OF PUBLIC HEARING REGARDING
ADMENDMENTS TO THE DISTRICT NON-AD VALOREM ASSESSMENT RESOLUTIONS

The Board will conduct a public hearing at 4:00 PM, or as soon thereafter as the matter can be heard, on September 21, 2010, at the District Office located at 98880 Overseas Hwy, Key Largo, FL to consider amendments to the District non-ad valorem assessment resolution, the District General Rules and Regulations, the District resolution providing for monthly rates and charges for wastewater collection, transmission, treatment, and disposal, as shown in the attached draft resolutions, and such other issues as may come to the attention of the District.

If you have any questions, please contact the District Clerk at 305-451-4019 ext 205, Monday through Friday between 8:00 a.m. and 5:00 pm.

KEY LARGO WASTEWATER TREATMENT DISTRICT.

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

WWW.KLWTD.COM

To Whom It May Concern:

All lots on the Island of Key Largo vacant or occupied will be assessed for the sewer. Connection to the Sewer is mandatory under Florida Law, Monroe County Ordinance, and District Policy. Prior to connection, the District will send you a "One-Year Notice, stating that you will be required to connect in about a year. The District will send you a "Thirty-Day Notice" at least 30 days before you are required to connect. Wastewater charges will commence on the date specified in the Thirty-Day Notice whether or not you have connected to the system.

VACANT PROPERTY

The District assesses all tax parcels within the assessment area. It is up to the tax parcel owner to request removal from the assessment roll.

The District will remove a tax parcel from the assessment roll if the owner shows that the tax parcel has not been improved and cannot be developed with facilities that will generate sewage.

You can make this showing by demonstrating that the property is marsh, wetland, submerged land, or nature conservatory. You may be required to provide a letter from the Monroe County Planning Department stating that the parcel cannot be developed.

If you believe that your property should not be assessed because it cannot be developed, please contact the District, which will help you understand the types of documentation that will be accepted.

VACANT PROPERTY BESIDE YOUR PROPERTY RECEIVING SERVICE

If you have vacant land that is adjacent to your property that will be receiving service and you have chosen to treat the parcels as a single parcel, even if you have not combined the parcels for property tax purposes, you may file an application to have the District treat the parcels as a single parcel for assessment purposes, meaning that you will be assessed for only one of the parcels. There is a fee for this application. If you later choose to have the District provide service to the vacant parcel the District is advising the undersigned that, if they or their successors desire to have wastewater service provided to any of the Excluded Parcels the cost to the District, and the cost to the undersigned persons or their successors, of providing the **service will be significantly greater** than the costs of providing service at this time;

We encourage you to contact the District for assistance with your assessmen

Doc# 2036074
Bk# 2749 Pg# 746

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

Guillermo Enrique Gonzalez

Respondent(s).

Case No. CE 14010070

Subject Property Real Estate Number:
00546670-000000

Doc# 2036074 07/06/2015 12:08PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

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** 1/1/15 **("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 of: $ 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.

( ) _____

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 17th day of July, 2014.

John G. Van Laningham, Special Magistrate

CASE NUMBER: CE14010070

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

GONZALEZ GUILLERMO ENRIQUE
805 BLUE HERON
KEY LARGO, FL 33037

DocH 2036074
BkH 2749 PgH 747

Location of Subject Property:
805 BLUE HERON LN
KEY LARGO, FL 33037-4640

RE NUMBER: 00546670000000

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 Petrick

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 with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative n/a on this 17TH day of July ,2014.

Nicole Petrick

Nicole M. Petrick, Liaison

MONROE COUNTY CODE COMPLIANCE
SPECIAL MAGISTRATE

Doc# 2036074
Bk# 2749 Pg# 748

Monroe County Code Compliance
Petitioner

vs. Case Number **CE14010070**

Guillermo Enrique Gonzalez,
Respondent(s)

In the matter of:
Re# 00546670-000000

AGREEMENT TO ENLARGE COMPLIANCE DATE
AND ORDER APPROVING SAME

The Petitioner Monroe County Code Compliance by and through the undersigned Code Compliance Inspector and **Guillermo Enrique Gonzalez,** hereby agree to the following:

1. The Final Order dated **July 17, 2014** ordered a compliance date of **January 1, 2015**. The Respondents are not going to be in compliance by that date.

2. Respondent(s) agrees that the violation(s) still exists in the above captioned matter and;

(a) The parties are now agreeing to extend the compliance date to **July 1, 2015.**

(b) The Respondent waives the right to appeal any finding of violation or order that he or she would otherwise have under Section 162.11, Florida Statutes.

(c) The Final Order dated **July 17, 2014**, and any evidence in the Code Compliance file will be deemed the record in the case; and

3. The property will be checked for compliance on **July 1, 2015**. (New compliance date).

4. The parties understand that a fine of $100.00 per day shall accrue daily if the property is not brought into compliance within the time specified in paragraph 3. The fines will accrue as follows: **20-78.(a) $ 100.00 per day**

5. The Respondent(s) agree to pay all costs incurred in prosecuting the case within 30 days of compliance and that such costs may be imposed as a lien under Section 162.09(2)(d), Florida Statutes, and Monroe County Code section 8-29(b).

6. The Respondent(s) specifically agrees that this Agreement may be recorded in the public records of the County and if recorded shall constitute notice to subsequent purchasers, successors in interests, or assigns that the violations of Monroe County Code **20-78.(a)** exists. This Agreement shall be recorded as a lien against the property and upon any other real or personal property owned by the Respondent(s) if the property is not brought into compliance by the date specified in paragraph 3.

7. Respondent(s) agrees and represents that Respondent(s) entered into this Agreement 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. The parties understand and agree that the Respondent(s) may revoke this Agreement and that such revocation must be done in writing or done in person with Inspector **Traci Schoenrock** by the end of business **January 15, 2015.**

By signing this Agreement, both parties represent that they have the authority to enter into this agreement and further, that they have READ, UNDERSTOOD, AND CONSENT to its terms and conditions.

Signature of Respondent(s) / Date

Guillermo E. Gonzalez
Print Name

DL# G524-285-63-262-0 exp. 7/22/18

STATE OF Florida
COUNTY OF Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Guillermo E. Gonzalez who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 12 day of Jan 2015.

M. de Cardenas
NOTARY PUBLIC

MARIELA DE CARDENAS
Notary Public - State of Florida
My Comm. Expires Sep 1, 2015
Commission # EE 127417

Signature of Respondent(s) / Date

Print Name

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 _____ 20___

NOTARY PUBLIC

Traci Schoenrock
Signature of Petitioner (County) / Date

Traci Schoenrock 1/16/15
Inspectors name

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Traci Schoenrock who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 16th day of Jan. 2015

Nicole M. Petrick
NOTARY PUBLIC

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

FROM (MON) JAN 12 2015 10:54/ST. 10:52/No. 8302865321 P 4

MONROE COUNTY CODE COMPLIANCE
SPECIAL MAGISTRATE

Doc# 2036074
Bk# 2749 Pg# 751

Monroe County Code Compliance
Petitioner

vs. Case Number **CE14010070**

Guillermo Enrique Gonzalez,
Respondent(s)

In the matter of:
Re# 00546670-000000

ORDER APPROVING AGREEMENT
TO ENLARGE COMPLIANCE DATE

This matter comes before the undersigned Special Magistrate upon the Agreement of the parties to enlarge the compliance date, which was initially established in the Final Order rendered on 7/17/14. Upon consideration of the parties' Agreement and being otherwise advised, it is

ORDERED that:

1. The Agreement attached hereto is approved, adopted, and incorporated by reference, to this Order as if fully set forth herein.

2. The terms and conditions of the Final Order dated 7/17/14 remain the same.

3. The new compliance date shall be 7/1/15. Fines shall accrue as specified in the Final Order of 7/17/14 the property is not brought into compliance by this date.

DONE AND ORDERED this 20th day of January, 20 15.

JOHN G. VAN LANINGHAM
Code Compliance 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 21st day of Jan., 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

GUILLERMO ENRIQUE GONZALEZ
805 BLUE HERON
KEY LARGO, FL 33037

FILE COPY

DATE: July 7, 2015

Subject: Code Case **CE14010070**
Property Location: Location: **805 BLUE HERON LN, KEY LARGO, FL 33037-4640**
RE Number: **00546670-000000**

Dear Property Owner,

The purpose of this letter is to inform you that our records indicate that the violations 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 07/06/15, Book 2749, Pages 746-751. The current amount of the County's lien is $871.26 (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

for Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov
305-289-2586

CC: CESAR R SORDO BAR # 947946
C/O SORDO & ASSOCIATES, P.A.
3006 AVIATION AVE , STE 2A
COCONUT GROVE, FL 33133

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

GUILLERMO ENRIQUE GONZALEZ
805 BLUE HERON LN
KEY LARGO FL 33037

FILE COPY

September 18, 2015

Subject: Code Case: CE14010070
Location: 805 Blue Heron Ln, Key Largo, Florida

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 accrue 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 $383.71 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 $8183.71 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 J. McPherson, CFM
Sr. Director, Code Compliance
Mcpherson-cynthia@monroecounty-fl.gov
305-289-2508

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

GUILLERMO ENRIQUE GONZALEZ
805 BLUE HERON
KEY LARGO, FL 33037

September 29, 2015

Subject: Code Case: CE14010070
Location: 805 BLUE HERON LN., KEY LARGO

Dear Property Owner,

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 October 29, 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

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

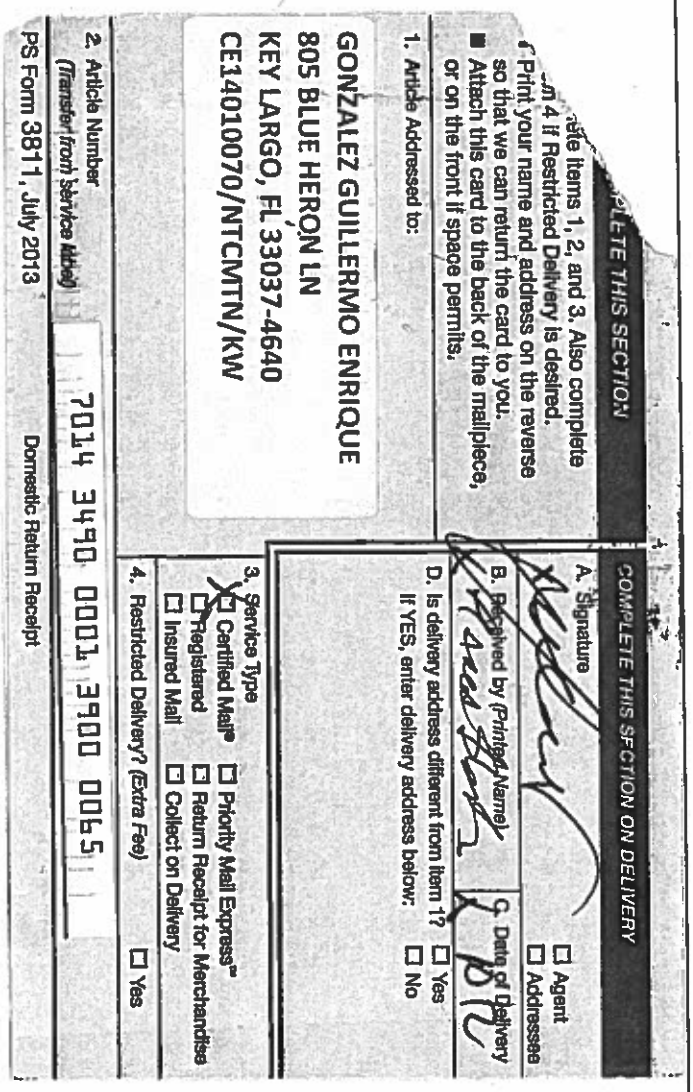
MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 14010070

CERT #:
7014 3490 0001 3900 0065

GOOD SERVICE: yes
NO SERVICE: _____



BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE14010070**
	)	
GUILLERMO ENRIQUE GONZALEZ,	)	
	)	
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 07/06/15, Book 2749, Page 746 on the property that was the subject of the code compliance action described as: 805 BLUE HERON LN KEY LARGO, FL 33037-4640 , MONROE COUNTY, FLORIDA, RE# 00546670000000 , **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 29, 2015 is $9,333.13 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on October 29, 2015 at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050.

St 7. will.

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 September, 2015 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7014 3490 0001 3900 0065 to **805 BLUE HERON KEY LARGO, FL 33037 .**

Machi 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. **GUILLERMO ENRIQUE GONZALEZ,** Respondent(s).	)	Case No.: **CE14010070**

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 29TH day of October, 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 30TH day of Oct, 2015

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

The Plantation and Marathon Offices of the Property Appraiser will be closed Thursday the 31st and Friday January 1st for the New Year's Holiday. Key West Office will be open on the 31st and closed on January 1st.

Property Record Card -
Maps are now launching the new map application version.

Alternate Key: 1670162 Parcel ID: 00546670-000000

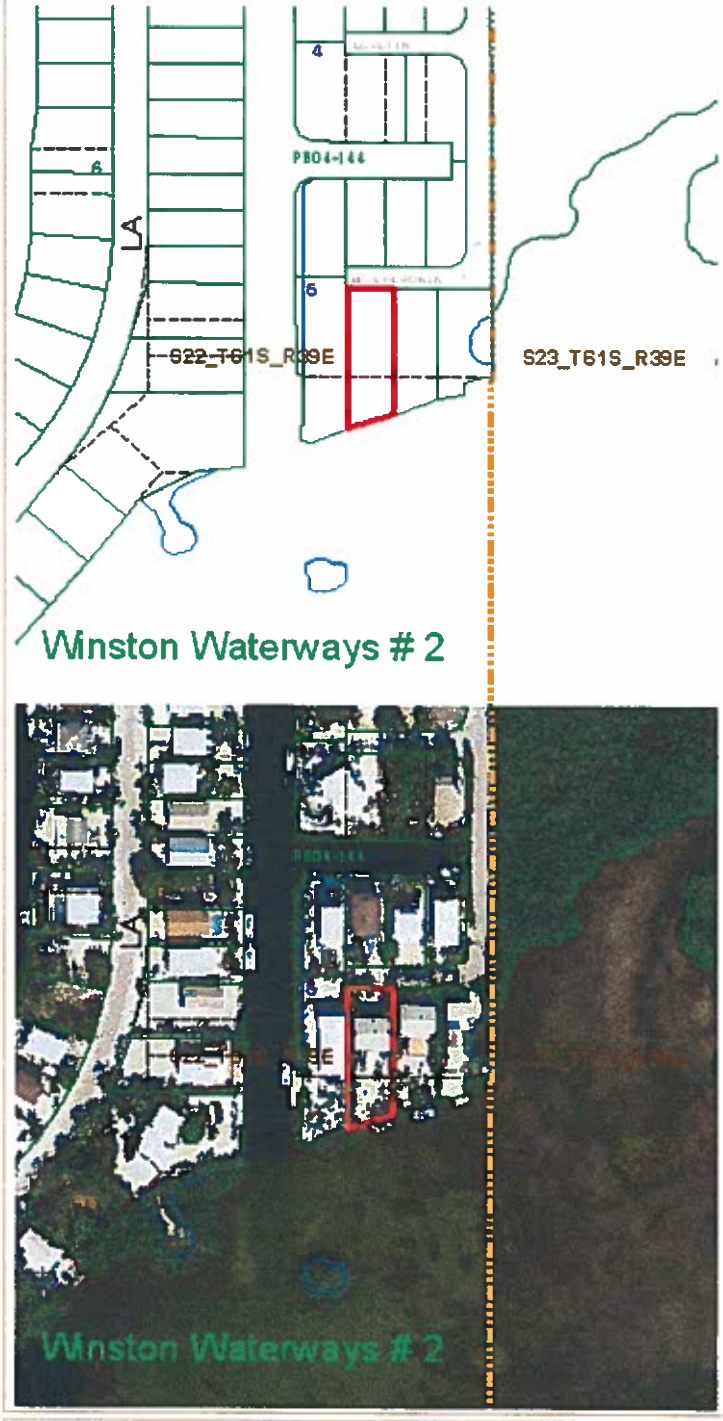
Ownership Details

Mailing Address:
GONZALEZ GUILLERMO ENRIQUE
805 BLUE HERON LN
KEY LARGO, FL 33037-4640

Property Details

PC Code:	01 - SINGLE FAMILY
Millage Group:	500K
Affordable Housing:	No
Section-Township-Range:	22-61-39
Property Location:	805 BLUE HERON LN KEY LARGO
Subdivision:	WINSTON WATER WAYS AMD
Legal Description:	BK 5 LT 6 AMD PLAT OF WINSTON WINSTON WATERWAYS PB4-144 AND ADJ FILLED BAY BTM OR297-77 OR725-787/788 OR816-2324 OR1346-1827 OR1655-1275 OR2241-1612

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
010L - RESIDENTIALLANE/LAKE	0	0	11,365.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 0

Total Living Area: 1496
Year Built: 1987

Building 1 Details

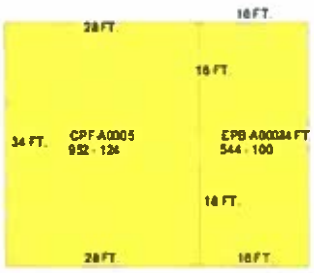
Building Type	R1	**Condition**	A	**Quality Grade**	450
Effective Age	26	**Perimeter**	156	**Depreciation %**	32
Year Built	1987	**Special Arch**	0	**Grnd Floor Area**	1,496
Functional Obs	0	**Economic Obs**	0		

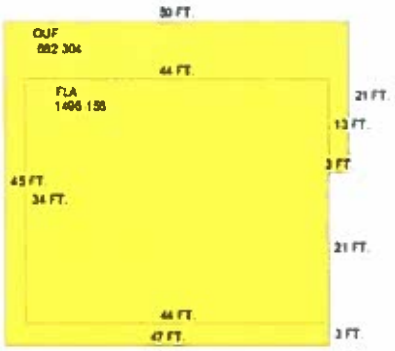
Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	GABLE/HIP	**Roof Cover**	ASPHALT SHINGL	**Foundation**	CONC PILINGS
Heat 1	NONE	**Heat 2**	NONE	**Bedrooms**	3
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
0	CPF		1	1987					952
0	EPB	1:WD FRAME	1	1987					544
3	FLA	1:WD FRAME	1	1987	Y	Y	0.00	0.00	1,496
4	OUF	1:WD FRAME	1	1987	N	Y	0.00	0.00	682

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	800 SF	200	4	2001	2002	3	30

Appraiser Notes

PER MONROE COUNTY RESOLUTION NO 087-2011 (DATED FEBRUARY 16, 2011), 4TH LANE IS RENAMED AS BLUE HERON LANE. TO VIEW A COPY OF THIS RESOLUTION GO TO THE TAB THAT STATES PHOTOS/ATTACHMENTS UNDER THIS PARCEL IN NOVALIS.

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	305085	12/06/2000	11/13/2001	1		CHAIN LINK 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	146,137	1,081	428,746	575,964	482,383	0	575,964
2014	133,350	1,032	304,148	438,530	438,530	0	438,530
2013	135,417	1,084	279,149	415,650	415,650	0	415,650
2012	148,810	1,152	269,503	419,465	419,465	0	419,465
2011	139,959	1,204	384,407	525,570	525,570	0	525,570
2010	153,062	1,256	511,425	665,743	655,278	0	665,743
2009	148,134	1,324	446,250	595,708	595,708	0	595,708
2008	155,091	1,376	525,000	681,467	681,467	0	681,467
2007	238,894	1,189	562,500	802,583	802,583	25,000	777,583
2006	199,014	1,246	652,500	852,760	263,243	25,000	238,243
2005	257,059	1,289	330,000	588,348	255,576	25,000	230,576
2004	200,729	1,332	191,250	393,311	248,132	25,000	223,132
2003	148,688	1,389	191,250	341,327	243,506	25,000	218,506
2002	212,748	1,432	71,250	285,430	237,799	25,000	212,799
2001	161,395	0	71,250	232,645	232,645	25,000	207,645
2000	95,195	0	48,750	143,945	143,945	25,000	118,945
1999	95,195	0	48,750	143,945	143,945	25,000	118,945
1998	95,195	0	48,750	143,945	143,945	0	143,945
1997	95,195	0	48,750	143,945	143,945	0	143,945
1996	95,195	0	48,750	143,945	143,945	0	143,945
1995	95,195	0	48,750	143,945	143,945	0	143,945
1994	83,772	0	46,875	130,647	130,647	0	130,647
1993	76,156	0	46,875	123,031	123,031	0	123,031

1992	76,156	0	45,000	121,156	121,156	0	121,156
1991	76,156	0	45,000	121,156	121,156	0	121,156
1990	76,156	0	37,500	113,656	113,656	0	113,656
1989	76,156	0	33,750	109,906	109,906	0	109,906
1988	66,633	0	33,750	100,383	100,383	0	100,383
1987	0	0	31,125	31,125	31,125	0	31,125
1986	0	0	30,000	30,000	30,000	0	30,000
1985	0	0	30,000	30,000	30,000	0	30,000
1984	0	0	30,000	30,000	30,000	0	30,000
1983	0	0	22,655	22,655	22,655	0	22,655
1982	0	0	22,655	22,655	22,655	0	22,655

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
9/20/2006	2241 / 1612	1,000,000	WD	Q
9/15/2000	1655 / 1275	285,000	WD	Q
6/1/1980	816 / 2324	25,000	WD	Q

This page has been visited 162,516 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: January 20, 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 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 BACKGROUND:
This property has been the subject of a Code Compliance case for failure to hook up to central sewer. The fines total $18,100.00 as of December 30, 2015 and will continue to accrue at $100 per day until compliance is achieved.

CE14110087: The Special Magistrate found the property in violation and ordered a compliance date of July 1, 2015. The property owner did not gain timely compliance by the deadline ordered by the Special Magistrate and fines began to accrue on July 2, 2015. The County's lien was recorded on July 6, 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;
- The property owner applied for a building permit, #15105770, 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 5TH 1/14 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: MONTGOMERY ROBERT H &
MONTGOMERY NEHA S T/C
205 SHORE AVE
KEY WEST, FL 33040

Case Number: CE14110087

Location: 205 SHORE AVE BIG COPPITT KEY, FL 33040
Re Number: 00150170000000

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
1 of 6

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 02/26/2015 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 **02/19/2015** 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.

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 305.292.4491

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 1157 on 11/6/15

C Marie 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
3 of 6

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL
RECEIPTS

Complaint Number: CE 14110087

GOOD SERVICE: _____

NO SERVICE: No Service

NIXIE 333 FE 1009 0001/10/15

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 33040431654 *0506-04985-06-46

7013 1090 0000 4227 1157

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
JAN 16 2015

Sent To
MONTGOMERY ROBERT H &
MONTGOMERY NEHA S T/C
Street, Apt. No. or PO Box No.
205 SHORE AVE
City, State, ZIP+4
KEY WEST, FL 33040
CE14110087 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:

MONTGOMERY ROBERT H &
MONTGOMERY NEHA S T/C
205 SHORE AVE
KEY WEST, FL 33040
CE14110087 NOV TS

COMPLETE THIS SECTION ON DELIVERY

A. X
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)

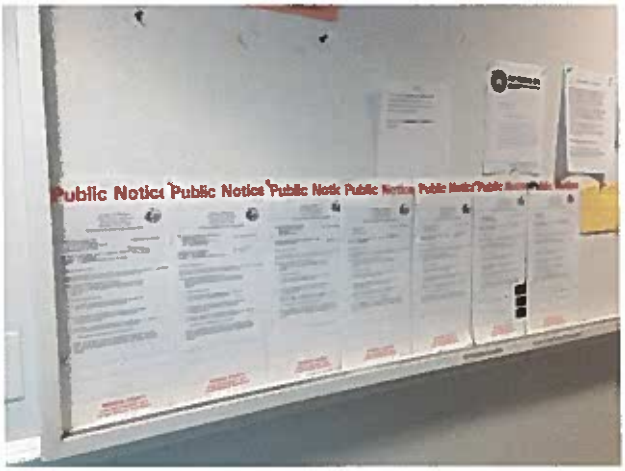
RECEIVED
JAN 16 2015

2. Article Number (Transfer from service label) 7013 1090 0000 4227 1157

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540

PETITIONER'S EXHIBIT
1 of 1



CE14110087-Robert and Neha Montgomery
205 Shore Ave., Big Coppitt
2-11-15 Inspector Schoenrock

PETITIONER'S EXHIBIT
1
5 of 6

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14110087

I, Traci Schoenrock, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: MONTGOMERY ROBERT H & NEHA S T/C, described as 205 SHORE AVE , BIG COPPITT KEY, FL 33040 having the property RE#: 00150170000000 with the Notice of Violation/Notice of Hearing for this case with a Hearing Date of 02/19/2015.

THIS NOTICE WAS POSTED AT:

X SUBJECT PROPERTY AS STATED ABOVE
Date: 2/11/15 Time: 10:07

X Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 2/11/15 Time: 11:40

____ 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 11th day of February, 2015.

MARTINA LAKE
MY COMMISSION # FF 193931
EXPIRES: January 28, 2019
Bonded Thru Notary Public Underwriters

Martina Lake
Notary Public, State of Florida

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: MONTGOMERY ROBERT H & NEHA S T/C, 205 SHROE AVE , KEY WEST, FL 33040.

Signature: Mallory Jones

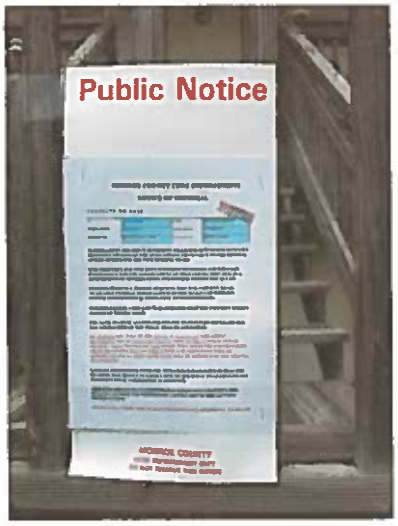
Sworn to and subscribed before me this 11th day of February, 2015.

MARTINA LAKE
MY COMMISSION # FF 193931
EXPIRES: January 28, 2019
Bonded Thru Notary Public Underwriters

Martina Lake
Notary Public, State of Florida

PETITIONER'S EXHIBIT
1
6 of 6

CE1410087 Robert Montgomery
Neha Montgomery T/C
205 Shore Dr., Big Coppitt
11-18-14 Inspector Schoenrock



PETITIONER'S EXHIBIT 2 1 of 2

MONROE COUNTY CODE ENFORCEMENT

NOTICE OF REFERRAL

POSTED 4/18/14

PROPERTY ON CASE

RE	00150170000000	Owner	MONTGOMERY ROBERT H
Property Address	205 SHORE AVE	Owner Address	205 SHORE AVE
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

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
10
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
tabbies
6
3 of 3

Doc# 2036080
Bk# 2749 Pg# 786

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

Robert H. Montgomery and Neha S. Montgomery T/C
Respondent(s).

Case No. CE 14110087

Subject Property Real Estate Number:
00150170-000000

Doc# 2036080 07/06/2015 12:08PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

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** 7/1/15 **("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 of: $ 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.

( ) _____

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 26TH day of February, 20 15

John G. Van Laningham, Special Magistrate

CASE NUMBER: CE14110087

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

MONTGOMERY ROBERT H & NEHA S MONTGOMERY T/C
205 SHROE AVE
KEY WEST, FL 33040

DocH 2036080
BkH 2749 PgH 787

Location of Subject Property:
205 SHORE AVE
BIG COPPITT KEY, FL 33040

RE NUMBER: 00150170000000

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 Petrick

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 with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative Nay on this 27TH day of Feb ,2015.

Nicole Petrick

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

ROBERT H MONTGOMERY &
NEHA S MONTGOMERY T/C
205 SHROE AVE
KEY WEST, FL 33040

FILE COPY

DATE: July 7, 2015

Subject: Code Case **CE14110087**
Property Location: Location: **205 SHORE AVE, BIG COPPITT KEY, FL 33040**
RE Number: **00150170-000000**

Dear Property Owner,

The purpose of this letter is to inform you that our records indicate that the violations 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 07/06/15, Book 2749, Pages 786-787. The current amount of the County's lien is $652.29 (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

for Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov
305-289-2586

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

ROBERT H & NEHA S MONTGOMERY T/C
205 SHORE AVE
KEY WEST FL 33040

FILE COPY

September 18, 2015

Subject: Code Case: CE14110087
Location: 205 Shore Ave, Big Coppitt Key, Florida

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 accrue 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 $164.74 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 $7964.74 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 J. McPherson, CFM
Sr. Director, Code Compliance
Mcpherson-cynthia@monroecounty-fl.gov
305-289-2508

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

ROBERT H MONTGOMERY AND NEHA S MONTGOMERY
205 SHORE AVE
KEY WEST, FL 33040

September 30, 2015

Subject: Code Case: CE14110087
Location: 205 SHORE AVE BIG COPPITT 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 October 29, 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

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

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 14110087

CERT #: 7014 3490 0001 3900 0096

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 OCT - 1 2015 Postmark Here USPS

MONTGOMERY ROBERT H
MONTGOMERY NEHA S T/C
205 SHORE AVE
KEY WEST, FL 33040-5426
CE14110087/NTCMTN/KW

See Reverse for Instructions

7014 3490 0001 3900 0096

CERTIFIED MAIL

UNITED STATES POSTAGE PB8621888 06.955 OCT 01 15 33050 MARATHON, FL

155 9513 3724

RETURN RECEIPT REQUESTED

NIXIE 333 SC 1 0010/29/15

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 33050427799 *2606-80721-01-44

UNCLAIMED

MONTGOMERY

County of Monroe
GROWTH MANAGEMENT DIVISION
2798 Overseas Highway, Suite 330
Marathon, Florida 33050-2227

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14110087

I, Nancy M. Dowling, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **MONTGOMERY ROBERT H & NEHA S T/C**, described as **205 SHORE AVE, BIG COPPITT KEY, FL 33040**, having the property **RE#: 00150170000000** with the Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceedings & Notice of Hearing for this case with a **Hearing Date of 10/29/2015**.

THIS NOTICE WAS POSTED AT:

____ SUBJECT PROPERTY AS STATED ABOVE
Date: 10/13/15 Time: 2:32

✓ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 10/13/15 Time: 1:15

____ 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 13th day of October, 2015.

Martina Lake
Notary Public, State of Florida

MARTINA LAKE
MY COMMISSION # FF 183931
EXPIRES: January 28, 2019
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: **MONTGOMERY ROBERT H & NEHA S T/C, 205 SHORE AVE, KEY WEST, FL 33040**.

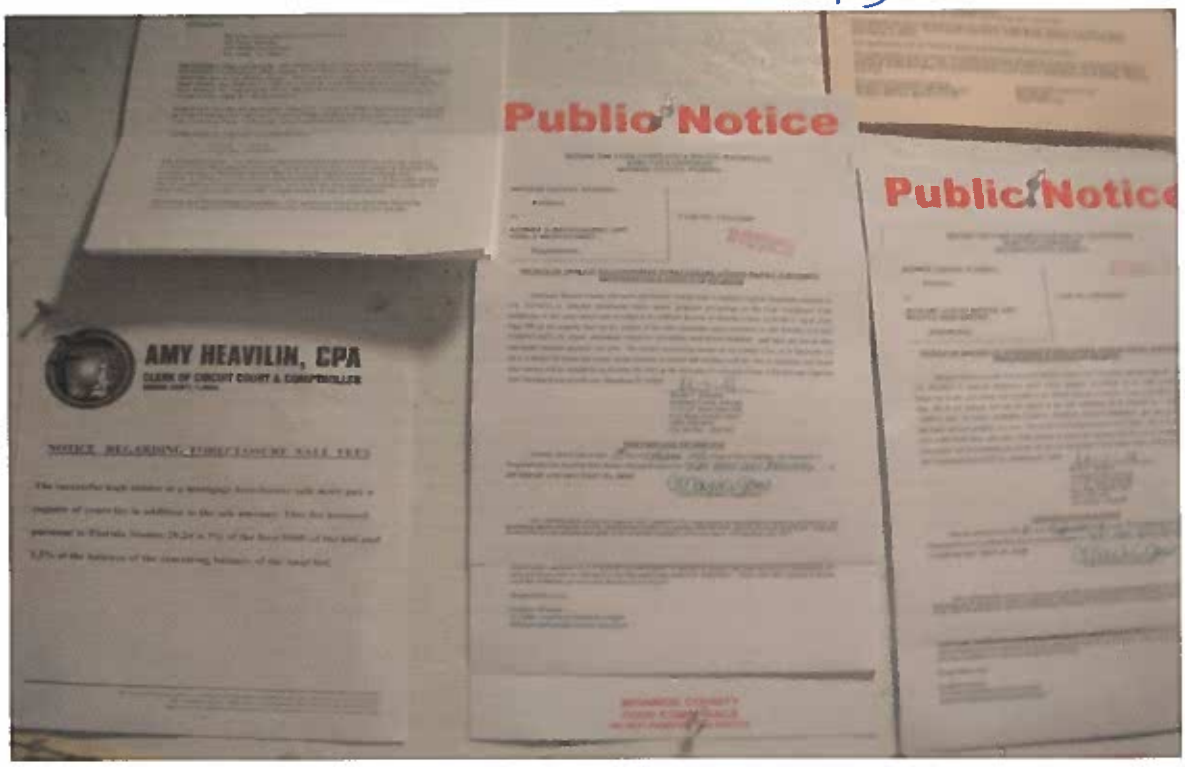
Signature: Cheryl Jones

Sworn to and subscribed before me this 8th day of October, 2015.

Nicole M. Petrick
Notary Public, State of Florida

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

CE14110087 205 Shore Ave. Big Coppitt Key .
Insp. N Dowling 10/13/15 ND



BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE14110087**
	)	
ROBERT H MONTGOMERY AND NEHA S MONTGOMERY ,	)	
	)	
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 07/06/15, Book 2749, Page 786 on the property that was the subject of the code compliance action described as: 205 SHORE AVE BIG COPPITT KEY, FL 33040 , MONROE COUNTY, FLORIDA, RE# 00150170000000 , **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 30, 2015 is $9,213.23 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on October 29, 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 1st day of October ,2015 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7014 3490 0001 3900 0096 to **205 SHROE AVE 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. **ROBERT H MONTGOMERY AND NEHA S MONTGOMERY,** Respondent(s).	)	Case No.: **CE14110087**

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 29TH day of October, 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 30TH day of Oct., 2015

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

The Plantation and Marathon Offices of the Property Appraiser will be closed Thursday the 31st and Friday January 1st for the New Year's Holiday. Key West Office will be open on the 31st and closed on January 1st.

Property Record Card -
Maps are now launching the new map application version.

Alternate Key: 1195294 **Parcel ID:** 00150170-000000

Ownership Details

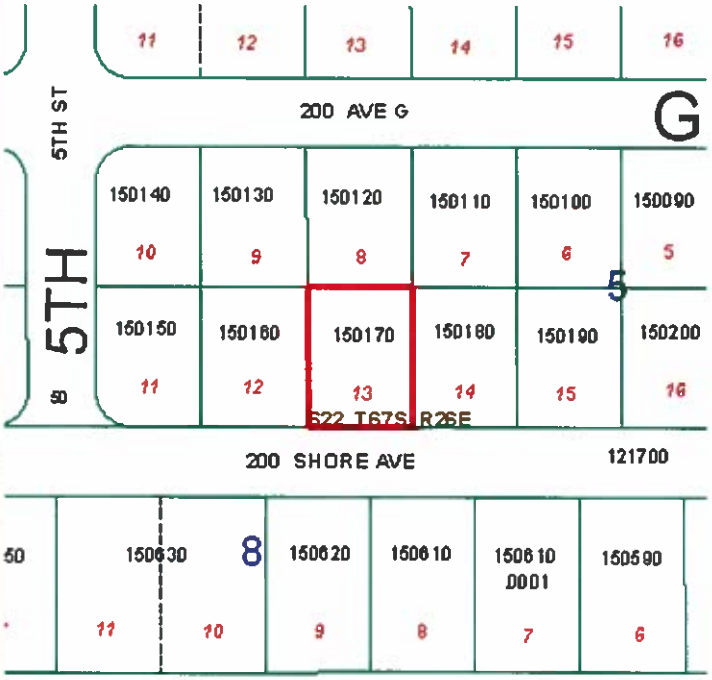
Mailing Address:
MONTGOMERY ROBERT H
205 SHORE AVE
KEY WEST, FL 33040-5426

All Owners:
MONTGOMERY NEHA S T/C, MONTGOMERY ROBERT H

Property Details

PC Code:	01 - SINGLE FAMILY
Millage Group:	100B
Affordable Housing:	No
Section-Township-Range:	22-67-26
Property Location:	205 SHORE AVE BIG COPPITT KEY
Subdivision:	COPPITT SUBD AMD
Legal Description:	BK 5 LT 13 COPPITT SUB AMD PLAT BIG COPPITT KEY PB4-50 OR582-975 OR785-1556 OR790-1377 OR819-2215C OR897-2002 OR911-1521/1525Q/C OR1078-392 OR1527-1103 OR2422-1470/71C/T OR2461-1269/70

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: 1
Number of Commercial Buildings: 0

Total Living Area: 1449
Year Built: 1980

Building 1 Details

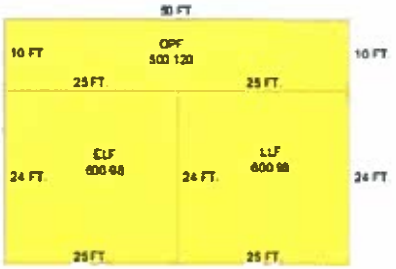
Building Type	R1	**Condition**	A	**Quality Grade**	500
Effective Age	35	**Perimeter**	218	**Depreciation %**	37
Year Built	1980	**Special Arch**	0	**Grnd Floor Area**	1,449
Functional Obs	0	**Economic Obs**	0		

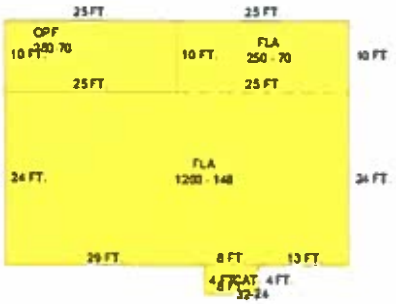
Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	GABLE/HIP	**Roof Cover**	METAL	**Foundation**	CONC PILINGS
Heat 1	NONE	**Heat 2**	NONE	**Bedrooms**	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	ELF	5:C.B.S.	1	1980	N	N	0.00	0.00	600
2	FLA	5:C.B.S.	1	1980	N	Y	0.00	0.00	1,199
3	CAT	5:C.B.S.	1	1980	N	N	0.00	0.00	32
4	OPF	5:C.B.S.	1	1980	N	N	0.00	0.00	250
5	OPF		1	2000	N	N	0.00	0.00	500
6	LLF	5:C.B.S.	1	1980					600

7	FLA	5:C.B.S.	1	2000	Y		250

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	AC2:WALL AIR COND	2 UT	0	0	1983	1984	2	20
2	CL2:CH LINK FENCE	1,800 SF	6	300	1989	1990	1	30
3	UB2:UTILITY BLDG	120 SF	10	12	1989	1990	2	50

Appraiser Notes

2002-01-08 ADDED THE FLD AND THE OPF' AND THE CENTRAL A/C AND THE METAL ROOF COVER FOR THE 2002 TAX ROLL. SKI.DMJ

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	12102530	07/10/2012		2,398	Residential	REMODEL BATHROOM

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	159,414	2,853	157,500	319,767	281,270	0	319,767
2014	148,073	2,627	105,000	255,700	255,700	0	255,700
2013	150,387	2,664	120,000	273,051	259,619	0	273,051
2012	150,387	2,702	120,000	273,089	236,018	0	273,089
2011	148,073	2,739	63,750	214,562	214,562	0	214,562
2010	246,127	2,776	60,000	308,903	308,903	0	308,903
2009	273,578	2,813	97,500	373,891	373,891	0	373,891
2008	251,534	2,850	262,500	516,884	516,884	0	516,884
2007	279,358	2,835	262,500	544,693	544,693	0	544,693
2006	337,493	2,985	225,000	565,478	565,478	0	565,478
2005	261,230	3,106	187,500	451,836	451,836	0	451,836
2004	243,814	3,227	75,000	322,041	322,041	0	322,041
2003	243,814	3,377	60,000	307,191	307,191	0	307,191
2002	177,189	3,499	60,000	240,688	141,484	25,000	116,484
2001	148,640	3,620	33,750	186,010	139,256	25,000	114,256
2000	127,406	3,615	33,750	164,771	135,200	25,000	110,200
1999	110,418	3,228	18,000	131,646	131,646	25,000	106,646
1998	110,418	3,322	18,000	131,740	131,740	0	131,740

1997	97,565	484	18,000	116,049	116,049	0	116,049
1996	101,761	484	18,000	120,245	120,245	0	120,245
1995	101,761	545	18,000	120,306	120,306	0	120,306
1994	96,715	575	18,000	115,290	115,290	0	115,290
1993	96,715	633	18,000	115,348	115,348	0	115,348
1992	96,715	690	18,000	115,405	115,405	0	115,405
1991	96,715	748	18,000	115,463	115,463	0	115,463
1990	96,715	805	18,000	115,520	115,520	0	115,520
1989	77,925	750	12,750	91,425	91,425	0	91,425
1988	68,509	640	10,125	79,274	79,274	25,000	54,274
1987	63,159	680	9,000	72,839	72,839	25,000	47,839
1986	63,500	776	9,000	73,276	73,276	25,000	48,276
1985	61,176	784	6,750	68,710	68,710	25,000	43,710
1984	52,823	0	6,750	59,573	59,573	25,000	34,573
1983	52,823	0	6,750	59,573	59,573	25,000	34,573
1982	53,731	0	5,372	59,103	59,103	25,000	34,103

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
2/18/2010	2461 / 1269	269,000	WD	01
7/14/2009	2422 / 1470	100	CT	12
7/16/1998	1527 / 1103	160,000	WD	Q
1/1/1989	1078 / 392	140,500	WD	Q
12/1/1983	897 / 2002	89,000	WD	Q
3/1/1979	790 / 1377	6,300	00	Q

This page has been visited 162,588 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: January 20, 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 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.

ITEM BACKGROUND:
This property has been the subject of a Code Compliance case for failure to hook up to central sewer. The fines total $24,200.00 as of December 30, 2015 and will continue to accrue at $100 per day until compliance is achieved.

CE13100125: The Special Magistrate found the property in violation and ordered a compliance date of December 1, 2014. The property owner did not gain timely compliance by the deadline ordered by the Special Magistrate. On February 17, 2015, the Special Magistrate extended the compliance date to May 1, 2015. The property owner did not gain timely compliance and fines began to accrue on May 2, 2015. The County's lien was recorded on May 6, 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;
- The property owner applied for a building permit, #15305713 on 10-30-15 to connect to the central sewer;
- 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, 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 SW 1/4 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: MILLER RODNEY D
2663 TIGER TAIL AVE
MIAMI, FL 33133

Case Number: CE13100125

Location: 32 MARLIN AVE , KEY LARGO, FL 33037
Re Number: 00472960000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 01/16/2014 and subsequently found the following violation(s) of the Monroe County Code:

20-78.(a) - MANDATORY CONNECTION/SEWER
FAILURE TO MAKE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM.

Corrective Action Required:
CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A SEWER LATERAL CONNECTION PERMIT.
CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN AN ABANDONMENT PERMIT.
CONTACT THE KEY LARGO WASTE WATER TREATMENT DISTRICT AND OBATIN AN ENGINEERS LETTER OF APPROVAL.
ALL PERMITS AND CONNECTIONS WILL REQUIRE PASSING FINAL INSPECTIONS FROM ALL APPROPRIATE AGENCIES AND THE PERMIT(S) CLOSED.

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 06/25/2014 at 9:00 AM 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 **06/26/2014** 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.

PETITIONER'S EXHIBIT 1 1 of 10

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

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.: 7006 2150 0001 4772 0190 on 6/16/14.

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 13100125

GOOD SERVICE: NO

NO SERVICE: Posted 6/11/14

7006 2150 0001 4772 0190

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)	

Postmark Here

Total P

Sent To
Street, A
or PO B
City, Sta

MILLER RODNEY D
2663 TIGER TAIL AVE
MIAMI, FL 33133
CE13100125/NOV/TS

PS Form 3800, August 2006

See Reverse for Instructions

PETITIONER'S EXHIBIT
1
4 of 10

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: FLORIDA DEFAULT LAW GROUP, P.I
C/O ROBERT SCHNEIDER
PO BOX 2508
TAMPA, FL 33622-5018

Case Number: CE13100125

Re: MILLER RODNEY D
Re Number: 00472960000000
Location: 32 SE MARLIN AVE, KEY LARGO, FL 33037

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 01/16/2014 and subsequently found the following violation(s) of Monroe County Code:

20-78.(a) - MANDATORY CONNECTION/SEWER
FAILURE TO MAKE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM

Corrective Action Required:
CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A SEWER LATERAL CONNECTION PERMIT.
CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN AN ABANDONMENT PERMIT.
ALL PERMITS AND CONNECTIONS WILL REQUIRE PASSING FINAL INSPECTIONS FROM ALL APPROPRIATE AGENCIES.

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 06/26/2014 at 9:00 AM 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 **06/25/2014** 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 Code Enforcement Special Magistrate even if the violation has been corrected prior to the hearing.

PETITIONER'S EXHIBIT 1 5 of 10

( ) 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

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.: 7006 2150 0001 4772 0206 on 6/6/14.

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 7 of 10

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 13100125

GOOD SERVICE: 6/10/14

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:

FLORIDA DEFAULT LAW GROUP, P.I
C/O ROBERT SCHNEIDER
PO BOX 2508
TAMPA, FL 33622-5018
CE13100125/NOV/TS

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery
JUN 10 2014

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 lab) 7006 2150 0001 4772 0206

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Po	

Postmark Here

Sent To FLORIDA DEFAULT LAW GROUP, P.I
C/O ROBERT SCHNEIDER
PO BOX 2508
TAMPA, FL 33622-5018
CE13100125/NOV/TS

Street, Apt or PO Box
City, State

PS Form 3800, August 2006 See Reverse for Instructions

7006 2150 0001 4772 0206

PETITIONER'S EXHIBIT
1
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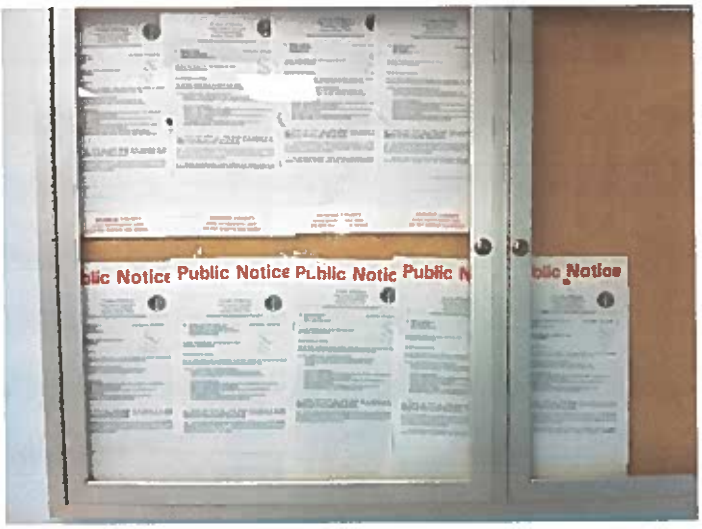


CE13100125- Rodney Miller
32 SE Marlin Ave., Key Largo
6-11-14 Inspector Schoenrock

PETITIONER'S EXHIBIT
9 of 10

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE13100125

I, Traci Schoenrock, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: MILLER RODNEY D , described as 32 SE MARLIN AVE , KEY LARGO, FL 33037 , having the property RE#: 00472960000000 with the Notice of Violation/Notice of Hearing for this case with a Hearing Date of 06/25/2014 .

THIS NOTICE WAS POSTED AT:

X SUBJECT PROPERTY AS STATED ABOVE
Date: 6/11/14 Time: 11:30

____ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

X Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: 6/11/14 Time: 2:15

Signature: Traci Schoenrock

Sworn to and subscribed before me this 11 day of June, 2014.

MARIA L. PARTINGTON
Notary Public - State of Florida
My Comm. Expires Sep 13, 2017
Commission # FF 025981
Bonded Through National Notary Assn

Maria L Partington
Notary Public, State of Florida

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: MILLER RODNEY D, 2663 TIGER TRAIL AVE, MIAMI, FL 33133 .

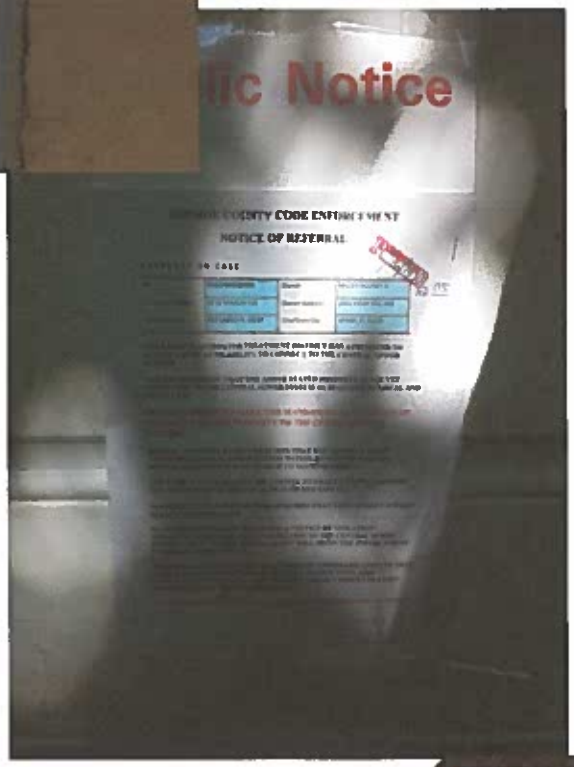
Signature: Mallory Jones

Sworn to and subscribed before me this 10 day of June, 2014.

Maria L Partington
Notary Public, State of Florida

MARIA L. PARTINGTON
Notary Public - State of Florida
My Comm. Expires Sep 13, 201
Commission # FF 025981
Bonded Through National Notary As

PETITIONER'S EXHIBIT
1
10 of 10



CE13100125-Rodney Miller
32 Marlin Ave, Key Largo
1-16-14 Inspector Schoenrock

PETITIONER'S EXHIBIT
2
1 of 2

MONROE COUNTY CODE ENFORCEMENT

NOTICE OF REFERRAL

POSTED

PROPERTY ON CASE

RE	00472960000000	Owner	MILLER RODNEY D
Property Address	32 MARLIN AVE	Owner Address	2663 TIGER TRAIL AVE
City/State/Zip	KEY LARGO FL 33037	City/State/Zip	MIAMI FL 33133

KEY LARGO WASTEWATER TREATMENT DISTRICT HAS ATTEMPTED TO NOTIFY YOU OF AVAILABILITY TO CONNECT TO THE CENTRAL SEWER SYSTEM.

OUR RECORDS SHOW THAT THE ABOVE STATED PROPERTY IS NOT YET CONNECTED TO THE CENTRAL SEWER SYSTEM AS REQUIRED BY LOCAL AND STATE LAW.

YOU WILL BE ISSUED A "NOTICE OF VIOLATION" AT WHICH TIME YOU WILL BE GIVEN 30 DAYS TO COMPLETE THE CONNECTION OR A DAILY FINE OF $100.00/DAY SHALL ACCRUE UNTIL SAID CONNECTION IS COMPLETE.

THIS WILL ULTIMATELY RESULT IN A LIEN BEING PLACED ON YOUR PROPERTY FOR :

20-78.(a) "FAILURE TO MAKE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM."

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.

THE SAME STATUTE ALLOWS THE COUNTY TO ENACT ITS OWN LAWS FOR THE PROTECTION OF THE PUBLIC HEALTH AND SAFETY.

MONROE COUNTY CODE § 20-78.(a) REQUIRES THAT YOU CONNECT WITHIN 30 DAYS OF NOTIFICATION.

BE ADVISED YOU WILL BE RECEIVING A "NOTICE OF VIOLATION" REGARDING THE MANDATORY CONNECTION TO THE CENTRAL SEWER SYSTEM. THAT "NOTICE" WILL BEGIN THE ENFORCEMENT PHASE OF CONNECTION.

PLEASE CALL INSPECTOR TRACI SCHOENROCK FOR QUESTIONS: 30

PETITIONER'S EXHIBIT 2 2 of 2

KEY LARGO WASTEWATER TREATMENT DISTRICT
99880 OVERSEAS HWY. KEY LARGO, FL 33037
POST OFFICE BOX 491, KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807
WWW.KLWTD.COM

COURTESY NOTIFICATION
PLANNED MANDATORY CONNECTION TO CENTRAL WASTEWATER SYSTEM

May __, 2010

[AK number of parcel]
[Name of property owner]
[Mailing address]

Parcel Address: [Street address of parcel]

Dear Property Owner:

This letter is to remind you that a 30 day Mandatory Connection Notice will be sent to you in August, 2010. If you have not connected before the mandatory connection date, you will still be charged for wastewater service to your property.

As you proceed to install your lateral connection to the central wastewater system, please remember that you must obtain an Approval to Proceed letter from the District, a Health Department Permit, and a County Building Department Permit before beginning construction. It is also your responsibility to properly abandon your current onsite sewage treatment and disposal system after the District begins to receive and treat your sewage. The abandonment must be coordinated with the Health Department, which will assist you with completing your permit.

Before you permanently connect your house to the system you must contact the District office at 305-451-4019 so that we may open your valve and begin to receive sewage from your property.

If you are a condominium owner, this notice may not apply to you. Please contact your Association management for additional information.

Sincerely,

Charles F. Fishburn
Charles F. Fishburn
General Manager

PETITIONER'S EXHIBIT
6
1 of 2

KLWTD
P.O. Box 491
Key Largo, FL 33037

CERTIFIED MAIL™

7010 1670 0000 1903 8182

30 Day Notice

AK: 1580091
MILLER RODNEY D
2663 TIGER TAIL AVE
MIAMI, FL 33133

UNITED STATES POSTAL SERVICE

1000 33133

U.S. POSTAGE
PAID
TAVERNIER,FL
33070
AUG 31, '10
AMOUNT
$5.54
00014162-07

X 331 NFE 1 3091 00 08/31/10
FORWARD TIME EXP RTN TO SEND
MILLER'RODNEY
PO BOX 331715
MIAMI FL 33233-1715

RETURN TO SENDER

331333[illegible]

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.COM

Date: June 10, 2013

AK: 1580091
Miller Rodney D
2663 Tiger Tail Ave
Miami FL 33133

Property Location: 32 Marlin Ave

If your property is vacant or has been combined with another piece of property, please notify us at 305-451-4019 or email us at carolw@klwtd.com.

Our records show that you have not connected to the Key Largo Wastewater Treatment District System. You have been given an extension and that has run out. If you feel that you need more time please contact the KLWTD Office. If we do not hear from you in two weeks from the date of this letter your property will be referred to Monroe County Code Compliance for action.

If you have completed the connection process, please contact this office and give us the property's Alternate Key Number (AK) which is located at the top of this letter.

Monroe County has a Community Development Block Grant (CDBG) available for qualified middle-to-low income owners. The grant will pay for the connection. The application is available on our Website (KLWTD.com) and at the office (98880 Overseas Hwy, Key Largo).

If you have extenuating circumstances, please contact the office. The contact is Carol Walker, District Clerk at 305-451-4019 Ext 205, email is carolw@klwtd.com.

Sincerely,

Margaret Blank

Margaret Blank, General Manager

PETITIONER'S EXHIBIT
tabbies
1 OF 2

CERTIFIED MAIL™

Key Largo Wastewater Treat
98880 Overseas Highway
Key Largo, Florida 33037

7010 2780 0000 5407 0171

KEY LARGO JUN.11.13 FL

U.S.POSTAGE 06.11 POSTALIA 298 E 72

0000006192

PETITIONER'S EXHIBIT 17 2 of 2

X491

C4 VFF 3329

1580091
Miller Rodney D
2663 Tiger Tail Ave
Miami FL 33133

RECD JUN 20 2013

NIXIE 333 FE 1 00 06/16/13
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
RC: *33037231080 *0806-04825-11-41

U.S. Postal Service™
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Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees
Postmark Here
Sent To 1580091 Miller Rodney D
Street, Apt. No.; or PO Box No. 2663 Tiger Tail Ave
City, State, ZIP+4 Miami FL 33133
PS Form 3800, August 2006 See Reverse for Instructions

7010 2780 0000 5407 0171

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

February 15, 2013

WWW.KLWTD.COM

1580091
Miller Rodney
2663 Tiger Tail Ave
Miami FL 33037:

Property Address: 32 Marlin Ave

Dear Property Owner:

If your property is vacant or has been combined with another piece of property, please notify us at 305-451-4019 or email us at carolw@klwtd.com.

Our records show that you have not connected to the Key Largo Wastewater Treatment District System. You have (30) thirty days from the date of this letter to connect or your property will be referred to Monroe County Code Compliance for action.

If you have completed the connection process, please contact this office and give us the property's Alternate Key Number (AK) which is located at the top of this letter.

Monroe County has a Community Development Block Grant (CDBG) available for qualified middle-to-low income owners. The grant will pay for the connection. The application is available on our Wesbite (KLWTD,com) and at the office (98880 Overseas Hwy. Key Largo).

If you have extenuating circumstances, please contact the office. The contact is Carol Walker, District Clerk at 305-451-4019 Ext 205, email is carolw@klwtd.com.

Sincerely,

Margaret Blank

Margaret Blank, General Manager

PETITIONER'S EXHIBIT 8 1 of 2

CERTIFIED MAIL™

Key Largo Wastewa
98880 Overseas Hig
Key Largo, Florida 3

7004 1160 0004 4732 8326

MIAMI FL 331
FEB 2013 PM
KEY LARGO
FEB.15.13
FL
U.S.POSTAGE
06.11
00000058
POSTALIA 298672

PETITIONER'S EXHIBIT

X491

RECD FEB 25 2013

3329

1580091
Miller Rodney
2663 Tiger Tail Ave
Miami FL 33037

C-1

NAME
1ST NOTICE
2ND NOTICE
RETURN

NIXIE 330 7E 1 00 02/22/13
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 33037231080 *2006-03147-15-41

33133[illegible]2310

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
Sent To
City, Sta
PS Form

1580091
Miller Rodney
2663 Tiger Tail Ave
Miami FL 33037
C-1

7004 1160 0004 4732 8326

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.COM

November 16, 2012

AK:1580091
MILLER RODNEY D
2663 Tiger Tail Ave
Miami Fl 33037

Property Address: 32 MARLIN AVE

Dear Property Owner:

If your property is vacant or has been combined with another piece of property, please notify us at 305-451-4019 or email us at carolw@klwtd.com.

Please be advised that if you have not started connection to the central wastewater collection system within 30 days of this letter, you will be processed to be turned over the Monroe County Code Compliance. The District will not be able to reverse any enforcement process once it is set into place.

You can avoid this time-consuming and costly process by completing the connection. Please notify this office when you start.

If you have completed the connection process, please contact this office and give us the property's Alternate Key Number (AK) which is located at the top of this letter.

Monroe County has a Community Development Block Grant (CDBG) available for qualified middle-to-low income owners. The grant will pay for the connection. The application is available on our Website (KLWTD.com) and at the office (98880 Overseas Hwy, Key Largo).

If you have extenuating circumstances, please contact the office. The contact is Carol Walker, District Clerk at 305-451-4019 Ext 205, email is carolw@klwtd.com.

Sincerely,

Margaret Blank

Margaret Blank, General Manager

PETITIONER'S EXHIBIT 9 1 of 2

CERTIFIED MAIL™

Key Largo Wastewat... Treatment
98880 Overseas High...
Key Largo, Florida 33...

7005 3110 0003 7232 9311

KEY LARGO NOV. 16. 12 FL

U.S.POSTAGE 05.75 POSTALIA 298672 # 0000004588

PETITIONER'S EXHIBIT 9 of 12

1580091
MILLER RODNEY D
2663 Tiger Tail Ave
MiamiFl
33037

RECD DEC 08 2012 Monday

NIXIE 330 46 1 00 12/06/12
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC 33037231080 *0806-05585-16-39

33133$4620 C023
33037@2310

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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 Postage & Fees $
Postmark Here
Sent To 1580091
MILLER RODNEY D
Apt. or PO Box 2663 Tiger Tail Ave
City, State, MiamiFl 33037
PS Form 3...

7005 3110 0003 7232 9311

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.NET

FRIENDLY REMINDER

The Key Largo Wastewater Treatment District will soon be sending you a 30-day notice to connect. On the day you receive the notice you may make your final connection to the sewer by calling your licensed plumber to connect if you have contracted the job out, or, if you are working on a homeowner's permit, by calling the District (305) 451- 4019.

Whether or not you connect within the 30-day time limit provided in the notice, you will begin to be billed for sewer service as part of your water bill after the 30 days have elapsed.

If you live in a condominium, your condo association will take care of the connection, and you do not need to take any other action on your own.

The Key Largo Wastewater Treatment District will try to make the connection process as simple for you as possible, but remember there will be many others trying to do the connection work at the same time, so please be patient. We have written materials explaining the connection process, and we will be glad to assist you in completing needed paperwork. Please call or stop by the District office.

If you have questions, or if you think this reminder does not apply to you, please call the District office.

PETITIONER'S EXHIBIT
tabbies
10

TOWN HALL MEETING

JANUARY 30, 2007 AT 5:30 PM

Key Largo Library,
in the Tradewinds Shopping Center
for the
PROPERTY OWNERS OF
Lake Surprise, Lake Surprise II, Largo Hi-Lands, Sexton Cove, Ocean Isles Estates

The property owners and residents in the subdivisions listed above and all other interested citizens are invited to a Town Hall Meeting for information on the upcoming sewer project in their neighborhoods.

The Key Largo Wastewater Treatment Board of Commissioners and Staff will be represented at the meeting.

There will be a presentation explaining how the area will be divided up for construction. What will be expected of the contractors and what will be expected of the residents. Specific topics to be covered include: presentations of scheduling, specifications of installation for homeowners and contractors, an explanation of the assessment process. An open forum to answer questions will follow.

Handouts will be provided to the attendees. If you are planning on attending the meeting please call the District office at 305-453-5804 to let them know to better enable them to have enough of the handouts for all attendees.

We are looking forward to seeing everyone at the meeting. If you are unable to attend the meeting please log onto our website (www.klwtd.com) for the information that was covered at the meeting.

Key Largo Wastewater Treatment District

PETITIONER'S EXHIBIT
11

To be published on or before August 10, 2005.

[MAP OF ASSESSMENT AREAS]

NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given that the Key Largo Wastewater Treatment District Board of Commissioners will conduct a public hearing to consider imposition of non-ad valorem assessments against certain parcels of real property located within the District. The hearing will be held at 5:00 p.m., or as soon thereafter as the matter can be heard, on August 31, 2005 at the District office located at 98880 Overseas Highway, Key Largo, Florida, for the purpose of receiving public comment on the proposed assessments.

In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the District Clerk, Carol Walker, at 305-453-5804 at least 3 days prior to the hearing.

All affected real property owners have a right to appear at the hearing and/or to file written comments with the District within 20 days of this notice. If a person wishes to appeal any decision made by the District with respect to any matter considered at the hearing, such person will need a record of the proceedings, and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The assessments have been proposed to recover a portion of the capital costs of District wastewater management facilities constructed, and to be constructed, within the District. The amount of the assessment imposed upon each parcel will be calculated under and in accordance with the resolution adopting System Development Charges at the District Board meeting of July 20, 2005 and the Initial Assessment Resolution adopted at the District Board meeting of August 3, 2005. Copies of these resolutions and supporting documents are available for inspection and copying at the District office located at 98880 Overseas Highway, Key Largo.

The special assessments will be collected by the Monroe County Tax Collector in annual payments on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the real property, which may result in loss of title.

The District intends to collect the assessments in 20 annual assessments, the first of which will be included on the ad valorem tax bill to be mailed in November 2005. Future assessments may be prepaid in their entirety at the option of the property owner.

If you have any questions, please contact the District Clerk at 305-453-5804, Monday through Friday between 9:00 a.m. and 5:00 pm.

KEY LARGO WASTEWATER TREATMENT DISTRICT.

To be published on or before August 27, 2010

KEY LARGO WASTEWATER TREATMENT DISTRICT

NOTICE OF PUBLIC HEARING REGARDING
ADMENDMENTS TO THE DISTRICT NON-AD VALOREM ASSESSMENT RESOLUTIONS

The Board will conduct a public hearing at 4:00 PM, or as soon thereafter as the matter can be heard, on September 21, 2010, at the District Office located at 98880 Overseas Hwy, Key Largo, FL to consider amendments to the District non-ad valorem assessment resolution, the District General Rules and Regulations, the District resolution providing for monthly rates and charges for wastewater collection, transmission, treatment, and disposal, as shown in the attached draft resolutions, and such other issues as may come to the attention of the District.

If you have any questions, please contact the District Clerk at 305-451-4019 ext 205, Monday through Friday between 8:00 a.m. and 5:00 pm.

KEY LARGO WASTEWATER TREATMENT DISTRICT.

PETITIONER'S EXHIBIT 13

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

WWW.KLWTD.COM

To Whom It May Concern:

All lots on the Island of Key Largo vacant or occupied will be assessed for the sewer. Connection to the Sewer is mandatory under Florida Law, Monroe County Ordinance, and District Policy. Prior to connection, the District will send you a "One-Year Notice, stating that you will be required to connect in about a year. The District will send you a "Thirty-Day Notice" at least 30 days before you are required to connect. Wastewater charges will commence on the date specified in the Thirty-Day Notice whether or not you have connected to the system.

VACANT PROPERTY

The District assesses all tax parcels within the assessment area. It is up to the tax parcel owner to request removal from the assessment roll.

The District will remove a tax parcel from the assessment roll if the owner shows that the tax parcel has not been improved and cannot be developed with facilities that will generate sewage.

You can make this showing by demonstrating that the property is marsh, wetland, submerged land, or nature conservatory. You may be required to provide a letter from the Monroe County Planning Department stating that the parcel cannot be developed.

If you believe that your property should not be assessed because it cannot be developed, please contact the District, which will help you understand the types of documentation that will be accepted.

VACANT PROPERTY BESIDE YOUR PROPERTY RECEIVING SERVICE

If you have vacant land that is adjacent to your property that will be receiving service and you have chosen to treat the parcels as a single parcel, even if you have not combined the parcels for property tax purposes, you may file an application to have the District treat the parcels as a single parcel for assessment purposes, meaning that you will be assessed for only one of the parcels. There is a fee for this application. If you later choose to have the District provide service to the vacant parcel the District is advising the undersigned that, if they or their successors desire to have wastewater service provided to any of the Excluded Parcels the cost to the District, and the cost to the undersigned persons or their successors, of providing the **service will be significantly greater** than the costs of providing service at this time;

We encourage you to contact the District for assistance with your assessment qu

PETITIONER'S EXHIBIT 14

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.COM

Enclosed you will find a magnet that has the Key Largo Wastewater Treatment District's phone number on it and what to do in case of a sewer emergency. Please place near your phone in case you have a problem with the sewer.

If you are a property owner we would like to remind you that once the District has placed an active sewer collection system in front of your property you need to connect to the sewer and decommission your septic system.

SEPTIC TANK

The septic tank abandonment portion of the sewer connection process is administered by the Monroe County Health Department. A permit and inspection are required prior to final approval. Permit application forms are available on the web at http://www.myfloridaeh.com/ostds/form/formmemo.htm or at the Environmental Health offices on the second floor of the Murray Nelson Center. The permit fee is $95.00. The Building Department will not close out your county permit without proof of a health department inspection of your abandoned septic tank.

MANDATORY CONNECTION

We want to take this opportunity to remind you that connection to the central sewer system is not optional, IT IS MANDATORY. In 1999, the Legislature adopted chapter 99-395, Laws of Florida, which gave Monroe County the authority to require connection to central wastewater systems. The Florida Supreme Court upheld the validity of ch. 99-395 in *Schrader v. Florida Keys Aqueduct Authority*, 840 So.2d 1050 (Fla. 2003.) in 2000, Monroe County adopted an ordinance exercising its authority to require connection to the central sewer system 30 days after the property owner receives notification from the District that the central sewer system is available. If you do not connect after notification, we will work with you to encourage connection, but if you refuse to connect, we will turn the matter over to Monroe County Code Compliance, which will obtain a court order requiring connection and imposing fines for failure to connect.

Paying your monthly sewer bill does not exempt you from connecting to the sewer.

2015 EXTENSION NOT APPLICABLE

Last year, the Legislature enacted chapter 2010-205, Laws of Florida. That law extended the time within which local governments are required to provide central sewer until December 31, 2015. However, THE LAW DID NOT EXTEND THE TIME FOR YOU TO CONNECT TO CENTRAL SEWER. You are required to connect within 30 days after you receive notice that the central sewer system is available for your connection.

There are RUMORS going around that you are not required to connect to the central sewer until 2015, and that Monroe County Code Compliance will not take you to court to force you to connect. THESE RUMORS ARE FALSE, and if you rely on them, you may find yourself in a costly and time-consuming legal battle.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Monroe County has made available CDBG grants for low to middle income persons who need assistance in putting in the lateral connection (connection from house to street). Applications are available at the District Office, 98880 Overseas Hwy, Key Largo (middle of highway at MM 98) and on the website www.klwtd.com (go to Resources then Financial Assistance).

KEY LARGO WASTEWATER TREATMENT DISTRICT

PETITIONER'S EXHIBIT 15

BEFORE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

Rodney D. Miller

Respondent(s).

Case No. CE 13100125

Subject Property Real Estate Number:
00472960-000000

Doc# 2027601 05/06/2015 1:05PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

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** 12/1/14 **("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 of: $ 20-78.(a) $100.00

Doc# 2027601
Bk# 2739 Pg# 97

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.

( ) _____

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 26TH day of June, 20 14

John G. Van Laningham, Special Magistrate

CASE NUMBER: CE13100125

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

MILLER RODNEY D
2663 TIGER TRAIL AVE
MIAMI, FL 33133

DocH 2027601
Bk# 2739 Pg# 98

Location of Subject Property:
32 SE MARLIN AVE
KEY LARGO, FL 33037

RE NUMBER: 00472960000000

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

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 26TH day of June ,20 14 .

Nicole M. Petrick, Liaison

CC: Ronald R. Wolfe and Associates, P.L.
Attn: Robert Schneider
4919 Memorial Hwy Ste 200
Tampa, Florida 33634-7500

MONROE COUNTY CODE COMPLIANCE
SPECIAL MAGISTRATE

Doc# 2027601
Bk# 2739 Pg# 99

Monroe County Code Compliance
Petitioner

vs. Case Number **CE13100125**

Rodney D. Miller
Respondents

In the matter of:
Re# 00472960-000000

AGREEMENT TO ENLARGE COMPLIANCE DATE
AND ORDER APPROVING SAME

The Petitioner Monroe County Code Compliance by and through the undersigned Code Compliance Inspector and **Rodney D. Miller**, hereby agree to the following:

1. The Final Order dated **June 26, 2014** ordered a compliance date of **December 1, 2014**. The Respondents are not going to be in compliance by that date.

2. Respondent(s) agrees that the violation(s) still exists in the above captioned matter and;

(a) The parties are now agreeing to extend the compliance date to **May 1, 2015.**

(b) The Respondent waives the right to appeal any finding of violation or order that he or she would otherwise have under Section 162.11, Florida Statutes.

(c) The Final Order dated June 26, 2014, and any evidence in the Code Compliance file will be deemed the record in the case; and

3. The property will be checked for compliance on May 1, 2015. (New compliance date).

4. The parties understand that a fine of $100.00 per day shall accrue daily if the property is not brought into compliance within the time specified in paragraph 3. The fines will accrue as follows: **20-78.(a) $ 100.00 per day**

Doc# 2027601
Bk# 2739 Pg# 100

5. The Respondent(s) agree to pay all costs incurred in prosecuting the case within 30 days of compliance and that such costs may be imposed as a lien under Section 162.09(2)(d), Florida Statutes, and Monroe County Code section 8-29(b).

6. The Respondent(s) specifically agrees that this Agreement may be recorded in the public records of the County and if recorded shall constitute notice to subsequent purchasers, successors in interests, or assigns that the violations of Monroe County Code **20-78.(a)** exists. This Agreement shall be recorded as a lien against the property and upon any other real or personal property owned by the Respondent(s) if the property is not brought into compliance by the date specified in paragraph 3.

7. Respondent(s) agrees and represents that Respondent(s) entered into this Agreement 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. The parties understand and agree that the Respondent(s) may revoke this Agreement and that such revocation must be done in writing or done in person with Inspector **Traci Schoenrock** by the end of business **January 1, 2015.**

By signing this Agreement, both parties represent that they have the authority to enter into this agreement and further, that they have READ, UNDERSTOOD, AND CONSENT to its terms and conditions.

Doc# 2027601
Bk# 2739 Pg# 101

Rodney Miller 2/2/2015
Signature of Respondent(s) / Date

Rodney Miller
Print Name

STATE OF Florida
COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Rodney Miller who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 2nd day of February 20 15

NOTARY PUBLIC

CATINA PADRON
MY COMMISSION # FF 175984
EXPIRES: February 20, 2019
Bonded Thru Budget Notary Services

Signature of Respondent(s) / Date

Print Name

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 _____ 20___

NOTARY PUBLIC

Signature of Petitioner (County) / Date 2/11/15

Traci Schoenrock
Inspectors name

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Traci Schoenrock who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 11th day of Feb 20 15

NOTARY PUBLIC

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

MONROE COUNTY CODE COMPLIANCE
SPECIAL MAGISTRATE

Doc# 2027601
Bk# 2739 Pg# 102

Monroe County Code Compliance
Petitioner

vs.

Case Number **CE13100125**

Rodney D. Miller,
Respondent(s)

In the matter of:
Re# 00472960-000000

ORDER APPROVING AGREEMENT
TO ENLARGE COMPLIANCE DATE

This matter comes before the undersigned Special Magistrate upon the Agreement of the parties to enlarge the compliance date, which was initially established in the Final Order rendered on 6/26/14. Upon consideration of the parties' Agreement and being otherwise advised, it is

ORDERED that:

1. The Agreement attached hereto is approved, adopted, and incorporated by reference, to this Order as if fully set forth herein.

2. The terms and conditions of the Final Order dated 6/26/14 remain the same.

3. The new compliance date shall be 5/1/15. Fines shall accrue as specified in the Final Order of 6/26/14 the property is not brought into compliance by this date.

DONE AND ORDERED this 17th day of February, 2015.

JOHN G. VAN LANINGHAM
Code Compliance Special Magistrate

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Nicole Petrick

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 24th day of Feb, 2015.

Nicole Petrick

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

RODNEY D MILLER
2663 TIGER TRAIL AVE
MIAMI, FL 33133

September 9, 2015

Subject: Code Case: CE13100125
Location: 32 SE MARLIN AVE 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 September 24, 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

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,

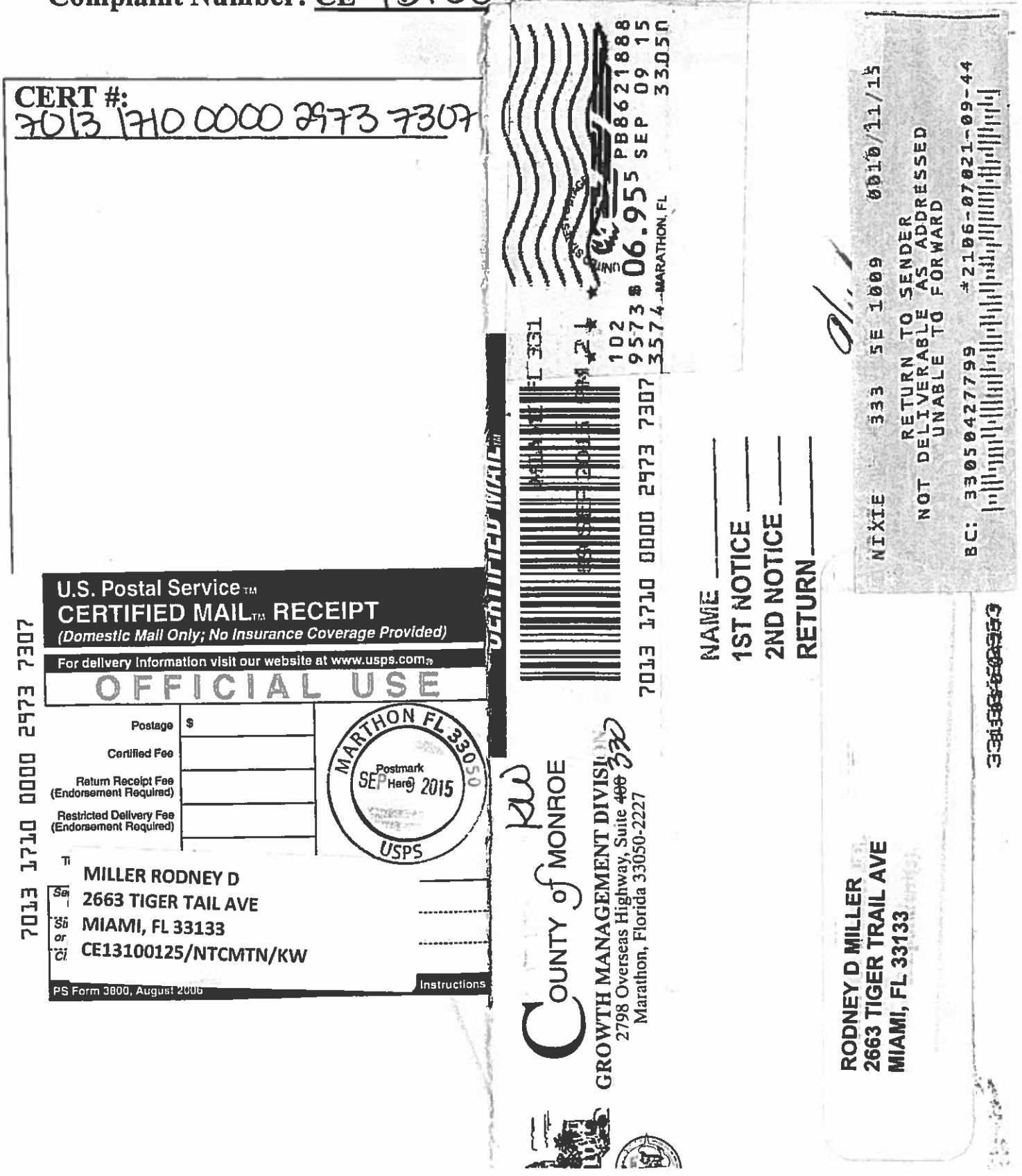
Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 13100125

CERT #:
7013 1710 0000 2973 7307



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OFFICIAL USE
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Restricted Delivery Fee (Endorsement Required)
MARTHON FL 33050
Postmark Here SEP 2015
USPS
MILLER RODNEY D
2663 TIGER TAIL AVE
MIAMI, FL 33133
CE13100125/NTCMTN/KW
PS Form 3800, August 2006
Instructions
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CERTIFIED MAIL™
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102 9573 3574
NAME
1ST NOTICE
2ND NOTICE
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RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 33050427799 *2106-07021-09-44
COUNTY of MONROE
GROWTH MANAGEMENT DIVISION
2798 Overseas Highway, Suite 400
Marathon, Florida 33050-2227
RODNEY D MILLER
2663 TIGER TRAIL AVE
MIAMI, FL 33133

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE13100125

I, Lisette Cuba, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **MILLER RODNEY D** , described as **32 SE MARLIN AVE , KEY LARGO, FL 33037** , having the property **RE#: 00472960000000** with the Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceedings & Notice of Hearing for this case with a **Hearing Date of 09/24/2015.**

THIS NOTICE WAS POSTED AT:

V SUBJECT PROPERTY AS STATED ABOVE
Date: 9/9/15 Time: 3:30 pm.

____ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: [signature]

Sworn to and subscribed before me this 9 day of Sept, 2015.

BRENEDY RIGBY
Notary Public - State of Florida
My Commission Expires Sep 5, 2018
Commission # FF 147167
Bonded By National Notary Assn

[signature]
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: **MILLER RODNEY D, 2663 TIGER TRAIL AVE, MIAMI, FL 33133.**

Signature: [signature]

Sworn to and subscribed before me this 9th day of September, 2015.

[signature]
Notary Public, State of Florida

NICOLE M. PETRICK
MY COMMISSION # FF 050268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE13100125

I, Joel Rodriguez-Fito, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **MILLER RODNEY D** , described as **32 SE MARLIN AVE , KEY LARGO, FL 33037** , having the property **RE#: 00472960000000** with the Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceedings & Notice of Hearing for this case with a **Hearing Date of 09/24/2015.**

THIS NOTICE WAS POSTED AT:

_____ SUBJECT PROPERTY AS STATED ABOVE
Date: _____ Time: _____

_____ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

_____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

✓ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: 9-10-2015 Time: 1:29 PM

Sworn to and subscribed before me this 10 day of Sept, 2015.

Signature: _____

BRENEDY RIGBY
Notary Public - State of Florida
My Commission Expires Sep 5, 2018
Commission # FF 147167
Bonded By National Notary Assn.

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: **MILLER RODNEY D, 2663 TIGER TRAIL AVE, MIAMI, FL 33133.**

Sworn to and subscribed before me this 9th day of September, 2015.

Signature: _____

Notary Public, State of Florida

NICOLE M. PETRICK
MY COMMISSION # FF 090268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

CE13100125 32 SE Marlin Ave.

09/09/2015 Inspector: Cutie

JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,

Petitioner,

vs.

RODNEY D MILLER,

Respondent(s).

CASE NO.: CE13100125

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

RODNEY D MILLER
2663 TIGER TRAIL AVE
MIAMI, FL 33133

September 9, 2015

POSTED
9-10-2015
1:29 pm JRF

Subject: Code Case: CE13100125
Location: 32 SE MARLIN AVE KEY LARGO, FL 33037

Dear Property Owners,

CE13100125 32 SE Marlin Ave. 09/10/2015 Inspector: Rodriguez-Fito

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE13100125**
	)	
RODNEY D MILLER,	)	
	)	
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 May 6, 2015, Book 2739, Page 97 on the property that was the subject of the code compliance action described as: 32 SE MARLIN AVE KEY LARGO, FL 33037 , MONROE COUNTY, FLORIDA, RE# 00472960000000 , **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 9, 2015 is $13,374.24 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on September 24, 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 9th day of September, 2015 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7013 1710 0000 2737 7307 to **2663 TIGER TRAIL AVE MIAMI, FL 33133 .**

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. **RODNEY D MILLER,** Respondent(s).	)	Case No.: **CE13100125**

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 24TH day of September, 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 29TH day of Sept, 2015

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

The Plantation and Marathon Offices of the Property Appraiser will be closed Thursday the 31st and Friday January 1st for the New Year's Holiday. Key West Office will be open on the 31st and closed on January 1st.

Property Record Card -
Maps are now launching the new map application version.

Alternate Key: 1580091 Parcel ID: 00472960-000000

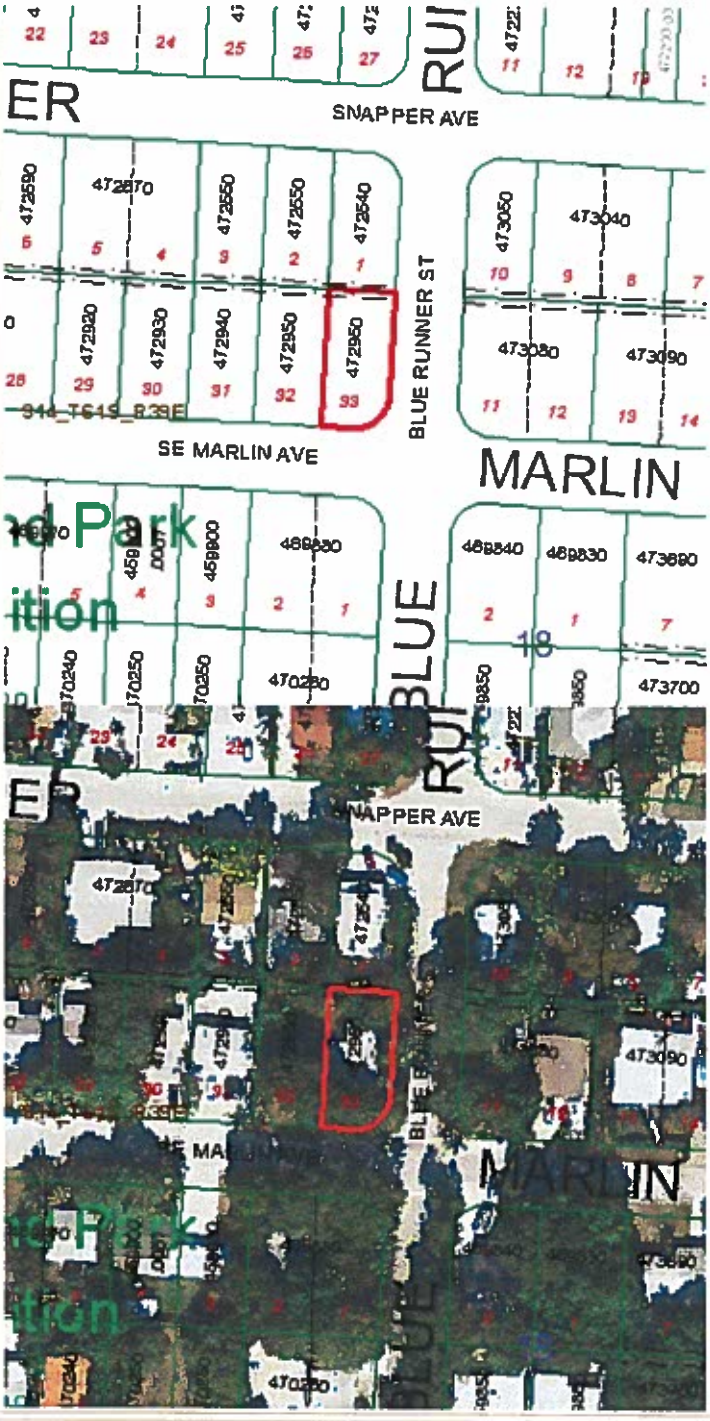
Ownership Details

Mailing Address:
MILLER RODNEY D
2663 TIGER TAIL AVE
MIAMI, FL 33133

Property Details

PC Code:	01 - SINGLE FAMILY
Millage Group:	500K
Affordable Housing:	No
Section-Township-Range:	14-61-39
Property Location:	32 SE MARLIN AVE KEY LARGO
Subdivision:	LARGO SOUND PARK
Legal Description:	BK 12 LT 33 LARGO SOUND PARK PB3-111 KEY LARGO OR524-127 OR618-767 OR1249-2218 OR1353-2009 OR2260-2330

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
010D - RESIDENTIAL DRY	0	0	5,125.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 0

Total Living Area: 1353
Year Built: 1958

Building 1 Details

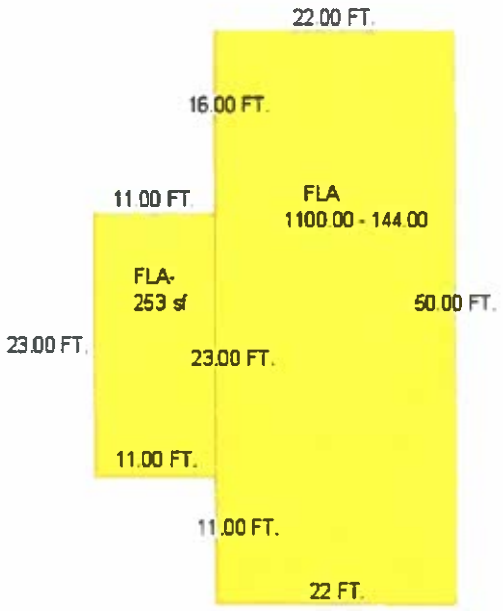
Building Type	R1	**Condition**	F	**Quality Grade**	500
Effective Age	42	**Perimeter**	212	**Depreciation %**	41
Year Built	1958	**Special Arch**	0	**Grnd Floor Area**	1,353
Functional Obs	0	**Economic Obs**	0		

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	GABLE/HIP	**Roof Cover**	ASPHALT SHINGL	**Foundation**	CONCRETE SLAB
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
0	FLA	5:C.B.S.	1	1957		Y			253
1	FLA	5:C.B.S.	1	1957	N	Y	0.00	0.00	1,100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
0	PT3:PATIO	20 SF	4	5	1970	2013	2	50
0	PT3:PATIO	44 SF	11	4	2004	2005	1	50
0	AC2:WALL AIR COND	1 UT	0	0	2004	2005	2	20
1	UB2:UTILITY BLDG	63 SF	7	9	1975	1976	2	50

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	06303463	06/01/2006	11/09/2006	0		ROLLED ROOF
1	0031635	04/26/2000	05/02/2000	1	Residential	UPGRADE ELECTRIC

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	120,128	1,007	86,727	207,862	197,617	0	207,862
2014	113,003	946	65,703	179,652	179,652	0	179,652
2013	113,116	977	70,959	185,052	185,052	0	185,052
2012	118,653	943	59,132	178,728	178,728	0	178,728
2011	103,963	973	69,645	174,581	174,581	0	174,581
2010	103,370	1,004	64,063	168,437	168,437	0	168,437
2009	132,084	1,034	92,250	225,368	225,368	0	225,368
2008	132,084	1,064	127,500	260,648	260,648	0	260,648
2007	181,098	1,094	142,800	324,992	324,992	0	324,992
2006	156,249	1,125	178,500	335,874	78,769	25,000	53,769
2005	156,249	1,174	81,600	239,023	76,475	25,000	51,475
2004	91,299	430	62,475	154,204	73,506	25,000	48,506
2003	71,451	449	57,375	129,275	72,136	25,000	47,136
2002	69,997	469	30,600	101,066	70,446	25,000	45,446
2001	52,498	489	25,500	78,487	69,337	25,000	44,337
2000	54,685	369	12,750	67,804	67,318	25,000	42,318
1999	54,685	383	12,750	67,818	65,549	25,000	40,549
1998	52,498	382	12,750	65,629	64,517	25,000	39,517
1997	50,310	378	12,750	63,439	63,439	25,000	38,439
1996	50,310	391	12,750	63,451	63,451	25,000	38,451
1995	50,310	405	12,750	63,465	63,465	0	63,465
1994	43,748	363	12,750	56,861	56,861	0	56,861
1993	41,541	0	12,750	54,291	54,291	0	54,291
1992	41,541	0	12,750	54,291	54,291	0	54,291
1991	37,213	0	12,750	49,963	49,963	0	49,963
1990	37,213	0	11,475	48,688	48,688	0	48,688

1989	37,213	0	11,475	48,688	48,688	0	48,688
1988	30,537	0	11,475	42,012	42,012	0	42,012
1987	30,134	0	8,925	39,059	39,059	0	39,059
1986	30,303	0	8,925	39,228	39,228	0	39,228
1985	26,982	0	8,925	35,907	35,907	0	35,907
1984	25,419	0	8,925	34,344	34,344	0	34,344
1983	25,419	0	7,625	33,044	33,044	0	33,044
1982	25,906	0	7,625	33,531	33,531	0	33,531

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
12/6/2006	2260 / 2330	349,900	WD	Q
3/1/1993	1249 / 2218	65,000	WD	Q
2/1/1975	618 / 767	24,000	00	Q

This page has been visited 160,901 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: January 20, 2015
Bulk Item: Yes X No ___

Division: County Attorney
Staff Contact /Phone #: Steve Williams/292-3470

AGENDA ITEM WORDING: 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 Codes and enforce a lien arising from code compliance case number CE09100130.

ITEM BACKGROUND:
This property was the subject of a Code Compliance case for the failure to obtain required permit(s), approval(s) and inspection(s) for construction of a tiki which violates three (3) County Ordinances. The fines total $861,200.00 as of January 4, 2016 and will continue to accrue at $400 per day until compliance is achieved.

CE09100130: The Special Magistrate found the property in violation and ordered a compliance date of February 10, 2010. The property owner did not gain compliance by the deadline ordered by the Special Magistrate and the fine(s) began to accrue on February 11, 2010. The County's lien was recorded on March 21, 2010. 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, 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.

County staff recommends initiating litigation (option 1) against the property owner for injunction, foreclosure, money judgment and writ of execution.

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: 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 1/14 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 4, 2016
SUBJECT: Recommendation to County Attorney's Office for further action.

SUMMARY:
As a result of the Final Order in code compliance case CE09100130, daily fines in the amount of $400.00 per day have accrued for approximately 2153 days for a total of $861,200.00 and continue to accrue. All attempts to gain voluntary compliance from the property owner have failed. The subject property, owned by Scott H. Pearson, remains in violation of Monroe County Code.

CASE CE09100130 BACKGROUND:
The violations in this case are the result of a complaint received by the Code Compliance Department for construction of a tiki without required approvals, permits and inspections. A site inspection ensued and research was conducted. Subsequently a *"Notice of Violation/Notice of Hearing"* was mailed via certified mail to the property owner (Maurine B. Pearson) on November 3, 2009 to appear at the Special Magistrate Hearing on January 28, 2010. The return receipt was signed on November 13, 2009. The hearing was held and the Special Magistrate found the property in violation as cited, and imposed daily fine(s) in the amount of $400.00 per day (3 counts) to accrue if compliance was not achieved by February 10, 2010, issuing a *Final Order* for same.

Compliance was not achieved and the Final Order was recorded as a lien on behalf of the BOCC on March 21, 2010. On October 20, 2010 a letter was sent to the property owner advising them of the lien and the continuation of fines and costs until compliance was achieved.

Subsequently a "*Notice of Motion to Authorize Collection Proceedings and Notice of Hearing"* was mailed to the property owner on March 1, 2011 and a hearing was held on April 28, 2011 The Special Magistrate issued an "*Order Authorizing Foreclosure"*.

Research on March 21, 2015 revealed a change in ownership as a result of a Quit Claim Deed recorded in the Monroe County Official Records on October 21, 2014 which added a second owner (Scott H. Pearson) to the property. Further research revealed that Maurine B. Pearson was deceased, leaving Scott H. Pearson sole owner of the property. Therefore a courtesy letter was mailed to Mr. Pearson advising him of the lien and giving him 30 days to achieve compliance before the County proceeded with further actions.

Compliance was not achieved; therefore another "*Notice of Motion to Authorize Collection Proceedings and Notice of Hearing*" was mailed certified mail to Mr. Pearson on May 11, 2015. The certified mail item was returned to the County unclaimed; therefore the subject property and the courthouse were posted with the hearing notice, as well as a 1st class mailing. The hearing was held on June 25, 2015 and the Special Magistrate issued an "*Order Authorizing Foreclosure*".

Staff has received no communication or acknowledgement from Mr. Pearson. As of December 9, 2015 no permit applications for corrections have been submitted, and a site inspection reveals that the tiki remains. The County has exhausted all other mechanisms available to persuade the property owner to achieve compliance.

As of August 25, 2014 the total amount of the lien is $861,681.75, (the daily fines of $400.00 have accrued for 2153 days for a total fine amount of $861,200.00, costs to date are $481.75), 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 owner Scott H. Pearson, to comply with various county ordinances and correct the code violations of Code Compliance Case CE09100130.

Attachments:

Page	
1	Case Detail
5	Unsafe Declaration
6	Photos
8	Notice of Violation/Notice of Hearing
11	Return receipt
12	Final Order/Lien
13	Letter 10/20/2010
14	Motion for Collections
15	Order Authorizing Foreclosure
16	Quit Claim Deed 10/21/2014
18	Letter 3/21/2015
19	Motion for Collections
25	Order Authorizing Foreclosure
26	Photo 12/9/2015
27	Fine Screen
28	Property Record Card

Monroe County eGovPLUS

CODE ENFORCEMENT DETAIL

Case Number	CE09100130	Tenant	
Case Date	10-28-2009	Add Info	7008 2810 0001 7926 6959
Origination	1 - PHONE CALL	Status	L - LIEN CREATED
Operator	corcorab	Officer	KW

PROPERTY ON CASE

RE	00480111025500	Owner	PEARSON SCOTT H
Property Address	119 IVANHOE COURT	Owner Address	3419 S LONGFELLOW CIR
City/State/Zip	TAVERNIER FL 33070	City/State/Zip	HOLLYWOOD FL 33021-4930
		Phone	

CASE DESCRIPTION

TIKI HUT BUILT WITH OUT PERMITS,APPROVALS OR
INSPECTIONS.PLACED IN SETBACKS.
***
ORIGINAL INSP WAS BRIAN CORCORAN.
TO-WIT:
110-140.(1) - BUILDING PERMIT REQ/CH 6
THE CONSTRUCTION OF THE TIKI REQUIRES
PERMITS,APPROVALS AND
INSPECTIONS.

130-186. - MINIMUM YARDS/SET BACKS
THE TIKI CANNOT BE PLACED WITHIN 5 FT
OF THE SIDE YARD
PROPERTY LINE.

6-27.(B)(2)H - UNSAFE PERMITS INSPECTIONS
C.O
THE BUILDING OFFICIAL HAS DEEMED THE
TIKI UNSAFE DUE TO
THE LACK OF PERMITS,APPROVALS AND
INSPECTIONS.

VIOLATION CODE(S)

1: 110-140.(1) -- BUILDING PERMIT REQ/CH 6
2: 130-186. -- MINIMUM YARDS/SET BACKS
3: 6-27.(B)(2)H -- UNSAFE PERMITS INSPECTIONS C.O
4: 99

NOTES

2010-09-08 09:45:29	ADDITIONAL CASE ON THIS PROPERTY: CE10030045 FOR NOV
	ROOF W/O PEMIT.
	INSPECTOR WHITE ALSO CITED STATE CONTRACTOR W/ NTA
	CITATION: CE10030070 - LINDHOLM
2016-01-04 13:00:52	LINDHOLM PAID CITATION BUT PERMIT REMAINS UNISSUED...
	STAFF HAS ATTEMPTED TO MAKE CONTACT WITH PO. NO
	NOV/NOH HAS BEEN ISSUED FOR COMPANION CASE TO DATE.

INSPECTIONS/EVENTS DETAIL

DATE	TIME	INSPECTION / EVENT TYPE	INSTRUCTIONS / COMMENTS

01-20-2016	13:01:17	CASE HEARD BEFORE BOCC	SCHEDULING
01-04-2016	12:57:32	REFER TO PROPERTY APPRAISER	PER JODY IN PAO, THIS PARCEL IS NOT HOMESTEADED FOR 2016 TAX YEAR. 2016 TAX YEAR WILL NOT SHOW ON PRC UNTIL FALL.
12-18-2015	14:57:35	PERMIT APPLICATION REVIEW	15306310 - FENCE PERMIT. PLAN REVIEW: THIS PERMIT APPLICATION HAS BEEN ROUTED TO CODE COMPLIANCE DEPARTMENT DUE TO OPEN CODE CASES (CE09100130 AND CE10030070) AND UNSATISFIED LIENS. THIS PERMIT APPLICATION (15306310) WILL NOT SATISFY THE OUTSTANDING VIOLATIONS OF THESE CASES AND THE CASES REMAIN OPEN. KWINDSOR
12-09-2015	11:40:49	REINSPECTION	SITE INSPECTION BY INSPECTOR LINK. TIKI REMAINS. ADDITIONALLY THERE APPEARS TO BE ADDITIONAL LIVING SPACE ADDED ON TO THE REAR OF THE PROPERTY.
07-13-2015	13:51:45	COMMENT CODE	ORIGINAL FILE - MARCH 2010
07-02-2015	11:39:27	ACTION BY LIAISON	ORDER AUTHORIZING FORCLOSURE IN THE NAME OF SCOTT H. PEARSON MAILED TO PO VIA 1ST CLASS US MAIL ON 07/02/15.
06-25-2015	15:53:25	SET FOR HEARING	
06-25-2015	14:06:07	SM GRANTED MOTION TO PROCEED	ORDER AUTHORIZING FORCLOSURE IN THE NAME OF SCOTT H. PEARSON APPROVED BY SM. NO ONE PRESENT AT HEARING.
06-24-2015	15:03:52	UNCLAIMED CERT MAIL ITEM	PER USPS.COM VIA CERTIFIED MAIL COURTESY NOTICE/LETTER RETURNED. "UNCLAIMED" CERT#: 7011 2970 0002 5874 7091 PEARSON SCOTT H CMARTIN
06-12-2015	08:25:18	SENT TO LIAISON	ORIGINAL FILE TO LIAISON.CMARTIN
06-10-2015	07:52:39	POSTING OF NOV/NOH/MOTION/LTR	POSTED LETTER AT THE PLANTATION KEY COURTHOUSE AT 2:13PM. TOOK PHOTOS. POSTED LETTER AT THE SUBJECT PROPERTY AT 2:57PM. TOOK PHOTOS.
06-08-2015	11:45:51	ACTION BY ADMIN	PREPARING POSTING AND MAILING FOR NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDING & NOTICE OF HEARING TO PO VIA FIRST CLASS MAIL. POSTING PACKAGE SENT TO KEY LARGO INSPECTOR TO POST. CMARTIN
05-08-2015	12:56:39	MOTION BY COUNTY TO PROCEED	PREPARED MOTION FOR COLLECTIONS FOR JUNE 25, 2015 SM.
05-08-2015	12:53:59	CHANGE OF OWNERSHIP	UPDATED OWNERSHIP AS PER QUIT CLAIM DEED FILED MCCO 10/21/2014 AND THE DEATH OF MRS PEARSON. LIEN IN THE NAME OF MAURRINE B PEARSON REMAINS ATTACHED TO THE PROPERTY.
03-23-2015	09:20:05	REFER TO PROPERTY APPRAISER	RESPONSE FROM PA, MAURINE IS DECEASED.
03-21-2015	14:27:54	COMMENT CODE	ORIGINAL FILE - MARCH 2010
03-21-2015	14:26:30	LETTER NON-PAYMENT/COMPLIANCE	MAILED 30 DAY LETTER, SEE PRIOR NOTE. DAILY FINES OF $400.00 PER DAY HAS ACCRUED 1864 DAYS FOR A CURRENT TOTAL OF $745.600.00. TO DATE, THESE COSTS ARE $226.19 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 $745,826.19
03-21-2015	14:12:14	COMMENT CODE	RESEARCH REVEALS THAT THERE IS STILL NO ATF PERMIT FOR TIKI, OR DEMO PERMIT. SM APPROVED FOR COLLECTIONS APRIL 2011. THIS IS A HOMESTEADED PROPERTY.

2

			ALSO AS PER A QUIT CLAIM DEED FILED MCCO OCTOBER 2014, ANOTHER PERSON HAS BEEN ADDED TO THE DEED. ALSO THERE STILL REMAINS THE OPEN CASE CE10030045 FOR UNPERMITTED ROOF, NO NOV SENT. CONTRACTOR (LINDHOLM) WAS TICKETED AND SIGNED A STIP, AND NEVER PICKED UP THE PERMIT. REVIEWED CASES WITH STEVE WILLIAMS, AND BASED ON THE FACTS, SENDING DEMAND LETTER ON TIKI CASE, AND ADDING NOTE ABOUT ROOF CASE. GIVING 30 DAYS TO COMPLY BEFORE PROCEEDING WITH NOV FOR ROOF AGAIN, AND PROCEEDING WITH BOCC FOR TIKI.
03-21-2015	09:19:27	REFER TO PROPERTY APPRAISER	MAURINE HAS BEEN REMOVED OR DELETED FROM PRC??
06-16-2011	15:03:29	COMMENT CODE	FILE IN DEMAND DRAWER - CALENDAR 30 DAYS FOR LINDHOLM TO GET ROOF PERMIT FOR OTHER CASE.
05-05-2011	14:09:00	COMMENT CODE	
05-05-2011	14:09:00	COMMENT CODE	FORECLOSURE ORDER MAILED TO PO BY LIAISON.
04-28-2011	14:05:45	SM OR CEB ORDER	SM ISSUED ORDER AUTHORIZING FORECLOSURE
04-28-2011	11:01:16	SET FOR HEARING	
03-01-2011	16:47:31	XXXELIGIBLE FOR FORECLOSURE	PASSED FILE TO NICOLE FOR APRIL AGENDA.
03-01-2011	10:43:18	COMMENT CODE	NOTICE OF MOTION TO AUTHORIZE COLLECTION PROCEEDINGS & NOTICE OF HEARING FOR 4/28/11 MAILED TO PO BY LIAISON TODAY.
02-15-2011	12:35:14	COMMENT CODE	REQUESTED REI AND PREPARED MOTION FOR COLLECTIONS. NO DEMO PERMIT FOR TIKI AND ROOF PERMIT STILL NOT ISSUED - CE10030045
10-20-2010	17:16:34	LETTER NON-PAYMENT/COMPLIANCE	MAILED DEMAND LTR
09-08-2010	09:42:55	COMMENT CODE	PREPARED DEMAND LTR, PASSED TO LISA.
09-08-2010	09:41:36	COMMENT CODE	INSPECTOR RECEIVED ANOTHER COMPLAINT ABOUT THIS CASE NOT BEING IN COMPLIANCE. FINES RUNNING 400.00 PER DAY TO DATE FINES = 83,600.00 COSTS TO DATE = 102.14
03-12-2010	15:28:36	ORDER SENT TO MCCO FOR REC	SM FINAL ORDER FROM 01/28/10 RECORDED WITH CLERK'S OFFICE ON 03/12/10 DOC# 1781090 BOOK 2456 PAGE 1242
02-10-2010	13:30:22	REINSPECTION	REMAINS NON COMPLIANT
02-05-2010	13:30:15	COMMENT CODE	ADDED FINE ON 110-140.(1) START DATE: 02/11/10 FINE AMT: 100.00
02-05-2010	13:30:15	COMMENT CODE	ADDED FINE ON 130-186. START DATE: 02/11/10 FINE AMT: 50.00
02-05-2010	13:30:15	COMMENT CODE	ADDED FINE ON 6-27.(B)(2)H START DATE: 02/11/10 FINE AMT: 250.00
02-05-2010	13:29:02	COMMENT CODE	COSTS CONTINUE TO ACCRUE UNTIL COMPLIANT
01-28-2010	13:26:36	SM OR CEB ORDER	SM FINAL ORDER FOUND IN VIOLAITON AS CITED. COSTS CONTINUE TO ACCRUE UNTIL COMPLIANT AND FINES AS FOLLOWS: 110-140.(1) $100.00 130-186. $50.00 AND 6-27.(B)(2)H $250.00 PER COUNT PER DAY IF NOT COMPLIANT BY 02/10/10. NO REVIEW HEARING SET AT THIS TIME.
01-28-2010	12:08:19	SET FOR HEARING	
11-18-2009	09:08:01	COMMENT CODE	PREPARED FILE FOR INSPECTOR AND PASSED ORIGINAL TO NICOLE
11-12-2009	09:07:13	XXXNOV CERTIFIED RETURNED	CERTIFIED RECPT RET'D - GOOD SERVICE 7008 2810 0001 7926 6959
11-03-2009	15:13:59	NOTICE OF VIOLATION/HEARING	PREPARED NOH TO PROPERTY OWNERS 7008 2810 0001 7926 6959 PASSED TO SUPERVISOR FOR APPROVAL
11-02-2009	15:51:52	COMMENT CODE	PASSED TO ADMIN FOR NOV
10-29-2009	15:50:51	INITIAL INSPECTION TYPE	SITE VISIT, PHOTOS

3

10-28-2009	17:18:37	CREATE A CASE	VIOLATION RECORDED CORCORAB

Your privacy is important to us, for more information see our privacy policy.

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4

PLAINTIFF'S EXHIBIT 1

UNSAFE/UNSANITARY REFERRAL

TO: Joe Paskalik, Building Official

THROUGH: Ronda Norman, Sr. Director, Code Enforcement

FROM: **Brian Corcoran**

SUBJECT: Referral for Unsafe/Unsanitary Property/Structure(s)/System(s)

DATE: 10/29/09

Attached please find photographs/documents regarding:

CODE ENFORCEMENT CASE: CE09100130, for your review.

Owner/ Tenant: Maurine B Pearson

RE: 00480111-025500 **KEY:** TAvernier

COMMENTS: The construction of the tiki requires permits approvals and inspections.

I have reviewed the documents/photographs provided to me regarding the above Code Enforcement Case. Based upon the photographs/ documents provided to me, it is my opinion, that the conditions of the property, structure(s) and/or system(s) are deemed to be:

__X__ Unsafe per Monroe County Code and will __X__ will not _____ require a building permit to bring the violation(s) into compliance.

_____ Unsanitary per Monroe County Code and will _____ will not _____ require a permit to bring the violation(s) into compliance.

Joe Paskalik
Joe Paskalik, Building Official

11-4-09
Date

5

CE09100130 Brian Corcoran 10/29/09
119 Ivanhoe Court, Hammer Point

PLAINTIFF'S EXHIBIT 2

6

CE09100130 Brian Corcoran 10/29/09
119 Ivanhoe Court, Hammer Point

PLAINTIFF'S EXHIBIT 3

2

MONROE COUNTY CODE ENFORCEMENT
NOTICE OF VIOLATION/NOTICE OF HEARING

TO: MAURINE B PEARSON
119 IVANHOE COURT
TAVERNIER, FL 33070

CASE NUMBER: CE09100130

RE NUMBER: 00480111025500
LOCATION : 119 IVANHOE COURT
TAVERNIER, FL 33070

DEAR PROPERTY OWNER / TENANT,

You are hereby notified that an investigation of the above referenced property on 10/29/09 found violations of the following Monroe County Section(s):

110-140.(1)
The construction of the Tiki requires permits,approvals and inspections.

Corrective Action Required:
Contact the Monroe County Building and Planning Department and obtain an after the fact permit or demolition permit. 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.All permits will require PASSING FINAL INSPECTION(S).

130-186.
The Tiki Cannot be placed within 5 Ft of the side yard property line.

Corrective Action Required:
CONTACT THE MONROE COUNTY PLANNING DEPARTMENT AND OBTAIN A VARIANCE (IF APPLICABLE) OR REMOVE AS DIRECTED.

6-27.(b)(2)h
The building Official has deemed the Tiki unsafe due to the lack of permits,approvals and inspections.

Corrective Action Required:
CONTACT THE MONROE COUNTY BUILDING DEPARTMENT TO: OBTAIN AN AFTER THE FACT PERMIT AND/OR RENEW AN EXISTING PERMIT, COMPLETE REQUIRED INSPECTIONS, OBTAIN A CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF COMPLETION. NO EXTRA TIME TO COMPLY WILL BE GIVEN AS THIS VIOLATION POSES A SERIOUS THREAT TO PUBLIC HEALTH SAFETY AND WELFARE.

Corrective Action Required:
TO AVOID FINES AND/OR COSTS of prosecution as per Chapter 162 F.S. all violations noted above must be corrected by N/A. If the violation is corrected and then recurs, or if the violation is not corrected by the time specified for correction by the Code Enforcement Inspector, the case may be presented to the Code Enforcement Special Magistrate even if the violation has been corrected prior to

8

the hearing. IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE ENFORCEMENT INSPECTOR AND REQUEST A RE-INSPECTION. If you fail to correct the above described violations, 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 01/28/2010 at 09:00 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 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: 11/03/09

B. Corcoran Phone (305)453-8807

CORCORAN, BRIAN
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. 7008 2810 0001 7926 6959

Vilma Peacock

Code Enforcement Department

9

Please contact your inspector at the appropriate
Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 - (305)292-4495
Middle Keys: 2798 Overseas Hwy.
Marathon, FL 33050 - (305)289-2810
Upper Keys: 102050 Overseas Hwy.Key Largo, FL 33037 (305)453-8806

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

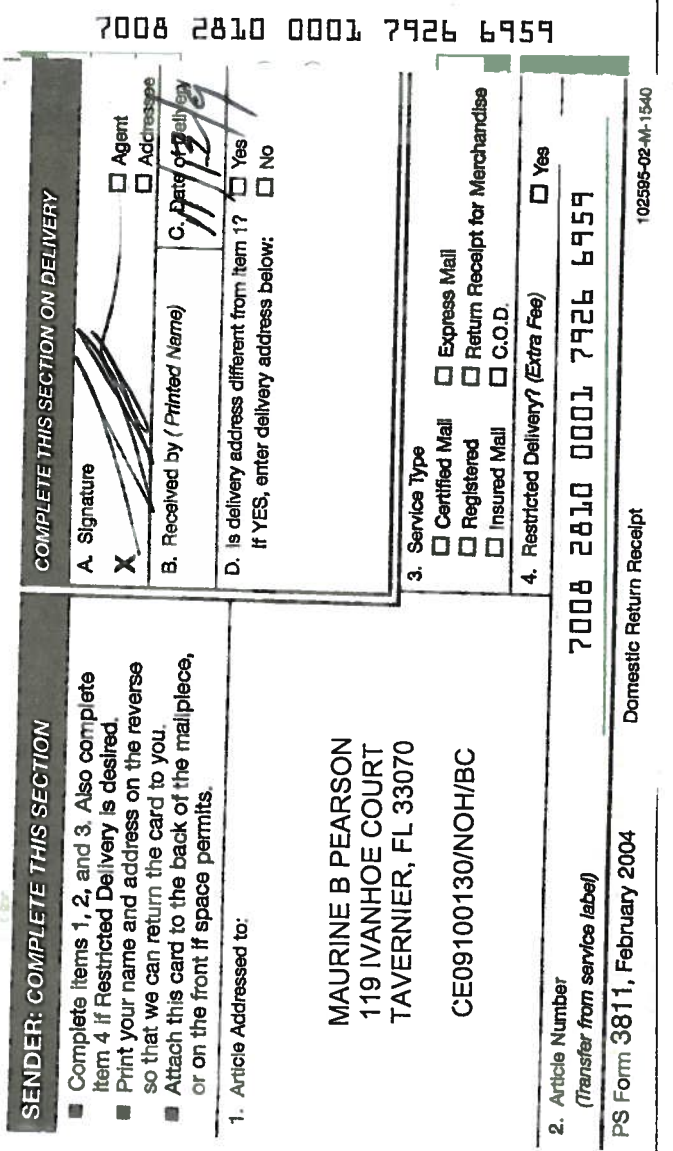
IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE

MONROE COUNTY, FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL
RECEIPTS

Complaint Number: CE09100130

RRR# 7008 2810 0001 7926 6959



11

BEFORE THE COUNTY CODE ENFORCEMENT SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

Maurine B. Pearson

Respondent(s).

Case No. CE 09100130

Subject Property Real Estate Number:
00480111-025500

Doc# 1781090 03/12/2010 12:01PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1781090
Bk# 2456 Pg# 1242

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.

(✓) 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** 2/10/10 **("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 amount of:

$ 110-140.(1) - $ $100.00
130-186. - $50.00
6-27(6)(2)h. - $250.00

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.

( )_____

DATED this 28TH day of January, 20 10.

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 23rd day of February, 20 10.

MONROE COUNTY
OFFICIAL RECORDS

Nicole M. Petrick, Code Enforcement Liaison

12

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

Maurine B Pearson
119 Ivanhoe Court
Tavernier FL 33070

Subject: Code Enforcement Case: CE09100130

Dear Maurine B Pearson,

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 $400.00 per day until the property comes into compliance.

The current amount of the Code Enforcement Lien is $83,702.14. The lien was recorded in the Official Records of Monroe County on March 12, 2010 at Document 1722631, Book 2456, Page 1242. 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, ESQUIRE
ASSISTANT COUNTY ATTORNEY

MAILED
10-20-2010

13

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO. CE09100130**
	)	
MAURINE B PEARSON,	)	
	)	
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 Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on March 12, 2010 at Document 1781090, Book 2456, Page 1242 on the property that is the subject of the code enforcement action described as: 119 Ivanhoe Court, Tavernier, Monroe County, Florida, RE# 00480111-025500, **and** upon any and all other real and/or personal property you own.

This motion will be considered on April 28, 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 1ST day of March, 2011, a copy of the foregoing was furnished to Respondent via first class U.S. Mail to 119 Ivanhoe Court, Tavernier, Florida, 33070.

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".

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA, Petitioner, vs. MAURINE B PEARSON Respondent.	)	Case No. CE09100130

ORDER AUTHORIZING FORECLOSURE

A Final 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 April, 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 May, 2011.

Nicole M. Petrick, Liaison

DocH 2001970 10/21/2014 9:55AM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

10/21/2014 9:55AM
DEED DOC STAMP CL: Krys $0.70

DocH 2001970
Bk# 2708 Pg# 302

AFTER RECORDING RETURN TO:
GODEEDS, INC.
ATTN: LEGALZOOM DEPT.
8940 MAIN STREET
CLARENCE, NY 14031
File No. 7429349-35937020

This document prepared by:
HEATHER MAYER, ESQ.
4150 BELFORT ROAD, PO BOX 551121
JACKSONVILLE, FL 32216
716-634-3405

Tax ID No.: 00480111-025500

QUIT CLAIM DEED

THIS DEED made and entered into on this 18 day of September, 2014, by and between **MAURINE B. PEARSON, INDIVIDUALLY AND AS SURVIVING SPOUSE OF SCOTT E. PEARSON, WHO DIED 04/18/2003**, a mailing address of 119 IVANHOE COURT, TAVERNIER, FL 33070, hereinafter referred to as Grantor(s) and **MAURINE B. PEARSON, A WIDOWED WOMAN AND SCOTT H. PEARSON, A MARRIED MAN, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**, a mailing address of 3419 SOUTH LONGFELLOW CIRCLE, HOLLYWOOD, FL 33021, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantor(s), for and in consideration of the sum of ONE and NO/100 ($1.00) DOLLAR, cash in hand paid, the receipt of which is hereby acknowledged, have this day remise, release, quitclaim and convey to the said Grantee(s) the following described real estate located in MONROE County, FLORIDA:

LOT 255, HAMMER POINT PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, AT PAGE 35, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

SUBJECT TO RESTRICTIONS OF RECORD; EASEMENTS FOR PUBLIC UTILITIES, AND TAXES FOR THE CURRENT AND SUBSEQUENT YEARS.

Also known as: 119 IVANHOE COURT, TAVERNIER, FL 33070

Prior instrument reference: BOOK: 617, PAGE: 682, Recorded: 06/24/1975

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee(s) and unto the heirs, administrators, successors or assigns of the Grantee(s) forever in FEE SIMPLE.

And that said conveyance does not render the Grantor(s) insolvent nor is it for the purpose of defrauding any of the creditors of the Grantor(s).

16

Tax ID No.: 00480111-025500

IN WITNESS WHEREOF, the said Grantor(s) has/have signed and sealed this deed, the day and year above written.

MAURINE B. PEARSON

Signed sealed and delivered in the presence of:

WITNESSES:

SIGNATURE
PRINT NAME: IVEY ANDERSON

SIGNATURE
PRINT NAME: ERIK MORRISSETTE

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged by me this 18 day of Sept 2014 by: MAURINE B. PEARSON who is/are personally known by me or who has/have produced: Fla I.D. as identification.

P-625542-25-560-0

(SEAL)
Notary Public
State of Florida
My commission expires: 1/2/17

BRIDGET PARKS
Notary Public - State of Florida
My Comm. Expires Jan 2, 2017
Commission # EE 862208
Bonded Through National Notary Assn.

MONROE COUNTY
OFFICIAL RECORDS

17

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

MAURINE B PEARSON
SCOTT H PEARSON
3419 S LONGFELLOW CIR
HOLLYWOOD, FL 33021-4930

March 21, 2015

Subject: Code Case: CE09100130
Location: 119 IVANHOE CT KEY LARGO

Dear Property Owners,

The purpose of this letter is to inform you that our records indicate that the violations (unpermitted tiki) remain on your property and the fines will continue to run in the amount of $400.00 per day until the property comes into compliance.

Additionally the Final Order dated January 28, 2010 was recorded in the Monroe County Clerk's Office on March 12, 2010 as a lien on behalf of Monroe County at Book 2456, Page 1242. 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.

A daily fines of $400.00 per day has accrued 1864 days for a current total of $745.600.00. Additionally Per F.S. §162.07(2), if the local governing body prevails in prosecuting a case before the enforcement board, it shall be entitled to recover all costs incurred in prosecuting the case before the board and such costs may be included in the lien authorized under s. 162.09(3). To date, these costs are $226.19 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 $745,826.19 and fines and costs will continue to accrue until compliance is achieved and payment is received.

Research reveals that a second code case remains unresolved and open, CE10030045, for unpermitted roof. Failure to bring your property into compliance within 30 days will result in a referral to the Monroe County Attorney's Office for further action.

Respectfully yours,

KWindsor

Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov
305-289-2586

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

SCOTT H PEARSON
3419 S LONGFELLOW CIR
HOLLYWOOD FL 33021-4930

May 08, 2015

Subject: Code Case: CE09100130
Location: 119 IVANHOE COURT TAVERNIER, FL 33070

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 June 25, 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

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.: CE09100130**
	)	
SCOTT H PEARSON,	)	
	)	
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 March 12, 2010, Book 2456, Page 1242 on the property that was the subject of the code compliance action described as: 119 IVANHOE COURT TAVERNIER, FL 33070 , Monroe County, RE# 00480111025500 , **and** upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of May 8, 2015 is $764,966.19 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on June 25, 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 11 day of MAY ,2015 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7011 2970 0002 5874 7091 to 3419 S LONGFELLOW CIR HOLLYWOOD, FL 33021-4930 MONROE COUNTY 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".

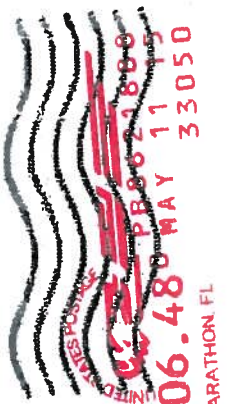
7D

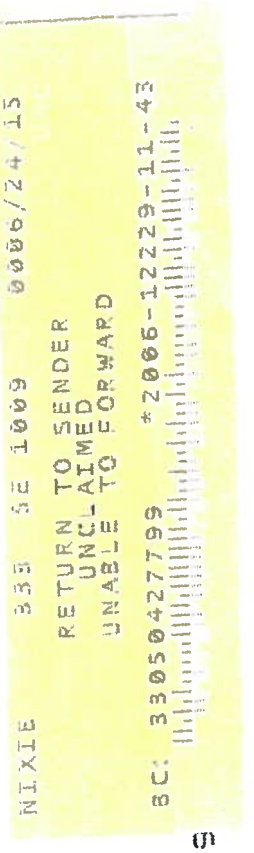
MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGIS
R

Complaint Number: CE 091

CERT #:
7011 2970 0002 5874 70





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CERTIFIED MAIL RECEIPT
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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

MARATHON FL 33050 MAY 2015 Postmark Here USPS

PEARSON SCOTT H
3419 S LONGFELLOW CIR
HOLLYWOOD, FL 33021-4930
CE09100130/NTCMTN/KW

PS Form 3800, August 2006 See Reverse for Instructio

7011 2970 0002 5874 7091

7011 2970 0002 5874 7091

COUNTY of MONROE
GROWTH MANAGEMENT DIVISI
2798 Overseas Highway, Suite 400
Marathon, Florida 33050-2227

COTT H PEARSON
419 S LONGFELLOW CIR
OLLYWOOD, FL 33021-4930

21

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE09100130

I, Joel Rodriguez-Fito, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **PEARSON SCOTT H**, described as **119 IVANHOE COURT, TAVERNIER, FL 33070**, having the property **RE#: 00480111025500** with the Notice of Violation/Notice of Hearing for this case with a **Hearing Date of 06/25/2015**.

THIS NOTICE WAS POSTED AT:

__V__ SUBJECT PROPERTY AS STATED ABOVE
Date: 06/10/2015 Time: 2:57 PM

_____ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

_____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

__V__ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: 06/10/2015 Time: 2:13 PM

Sworn to and subscribed before me this 10 day of June, 2015.

Signature: _____

BRENEDY RIGBY
Notary Public - State of Florida
My Commission Expires Sep 5, 2018
Commission # FF 147167
Bonded By National Notary Assn.

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: **PEARSON SCOTT H, 3419 S LONGFELLOW CIR, HOLLYWOOD, FL 33021-4930**.

Signature: _____

Sworn to and subscribed before me this 8th day of June, 2015.

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida

Public Notice

County of Monroe
Growth Management Division

Posted 6/10/2015 2:13pm SLF

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

SCOTT H PEARSON
3419 S LONGFELLOW CIR
HOLLYWOOD FL 33021-4930

May 08, 2015

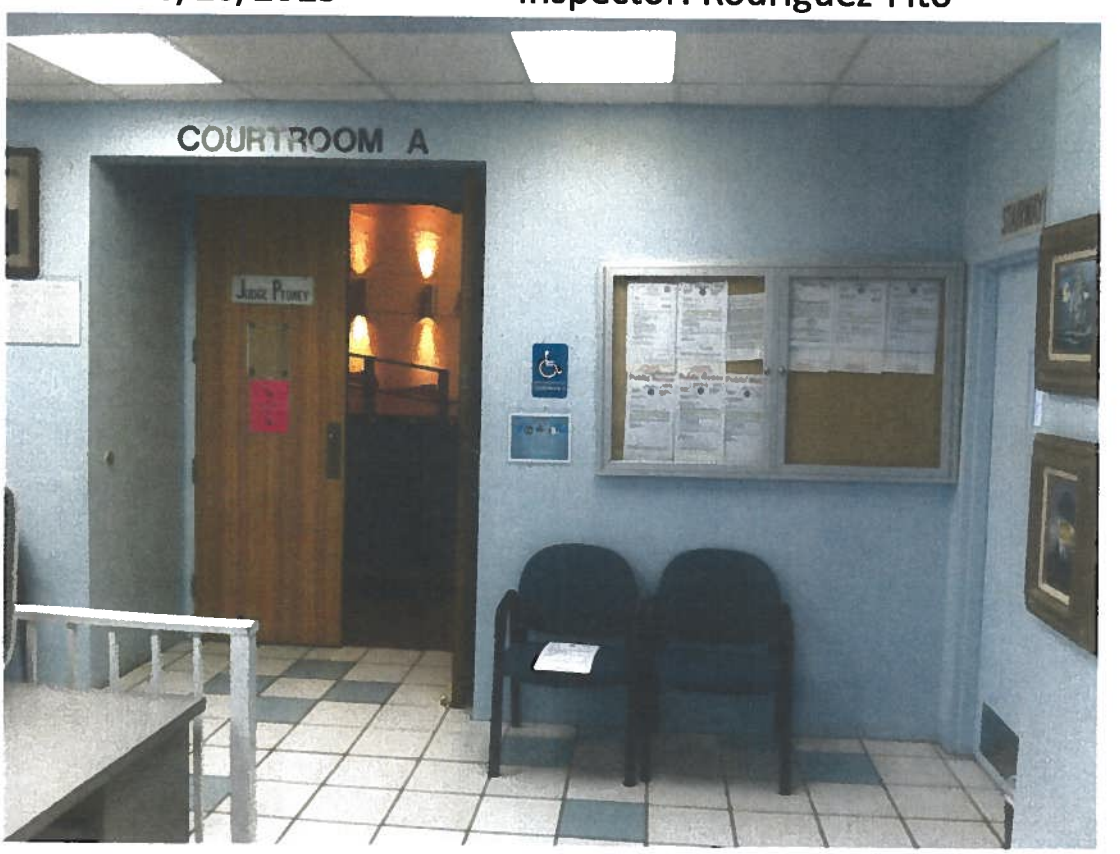
Subject: Code Case: CE09100130
Location: 119 IVANHOE COURT TAVERNIER, FL 33070

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.

[illegible] conducted by the Code Compliance Special Magistrate on June [illegible]

CE09100130 119 Ivanhoe Court
06/10/2015 Inspector: Rodriguez-Fito



Public Notice

County of Monroe
Growth Management Division

POSTED
06/10/2015
2:57PM
STAFF

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
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David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

SCOTT H PEARSON
3419 S LONGFELLOW CIR
HOLLYWOOD FL 33021-4930

May 08, 2015

Subject: Code Case: CE09100130
Location: 119 IVANHOE COURT TAVERNIER, FL 33070

Dear Property Owners,

CE09100130 119 Ivanhoe Court
06/10/2015 Inspector: Rodriguez-Fito

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA, Petitioner, vs. **SCOTT H PEARSON,** Respondent(s).	)	Case No.: **CE09100130**

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 25th day of June, 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 2nd day of July, 2015

Nicole M. Petrick, Liaison

25

12/09/15- back side of 117 Ivanhoe Court – Hammer Point - Tavernier

Code Enforcement Fines - MONROE COUNTY **** LIVE ****

File Edit Actions Details Links Help

Case Information

Case Number: CE09100130 | Origination: 1 - PHONE CALL

RE: 00480111025500 | Board: SM - SPECIAL MAGISTRATE

Address: 119 IVANHOE COURT | Total Fines: 861200.00000

Ordinance	Date Ordered	Comply By	Fine Start	Daily Fine	Settle Amount	Paid Amount
110-140.(1)	01/28/2010	02/10/2010	02/11/2010	100.00000	0.00	0.00
130-186	01/28/2010	02/10/2010	02/11/2010	50.00000	0.00	0.00

Fine Details

Ordinance Code: 110-140.(1) | Continuous

Date Ordered	01/28/2010	Comply By	02/10/2010
Fine Start	02/11/2010	Daily Fine	100.00000
Number of Days	2153	Suspended Days	0
Current Fine	215300.00	Complied Date	
Settle Amount	0.00	Settle Date	
Amount Paid	0.00	Date Paid	

Total - 400.00 Per day.

Print 1-4-16 KW

Suspended Days

Stop Date	Restart Date

Suspend Days

27

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: 1589161 **Parcel ID:** 00480111-025500

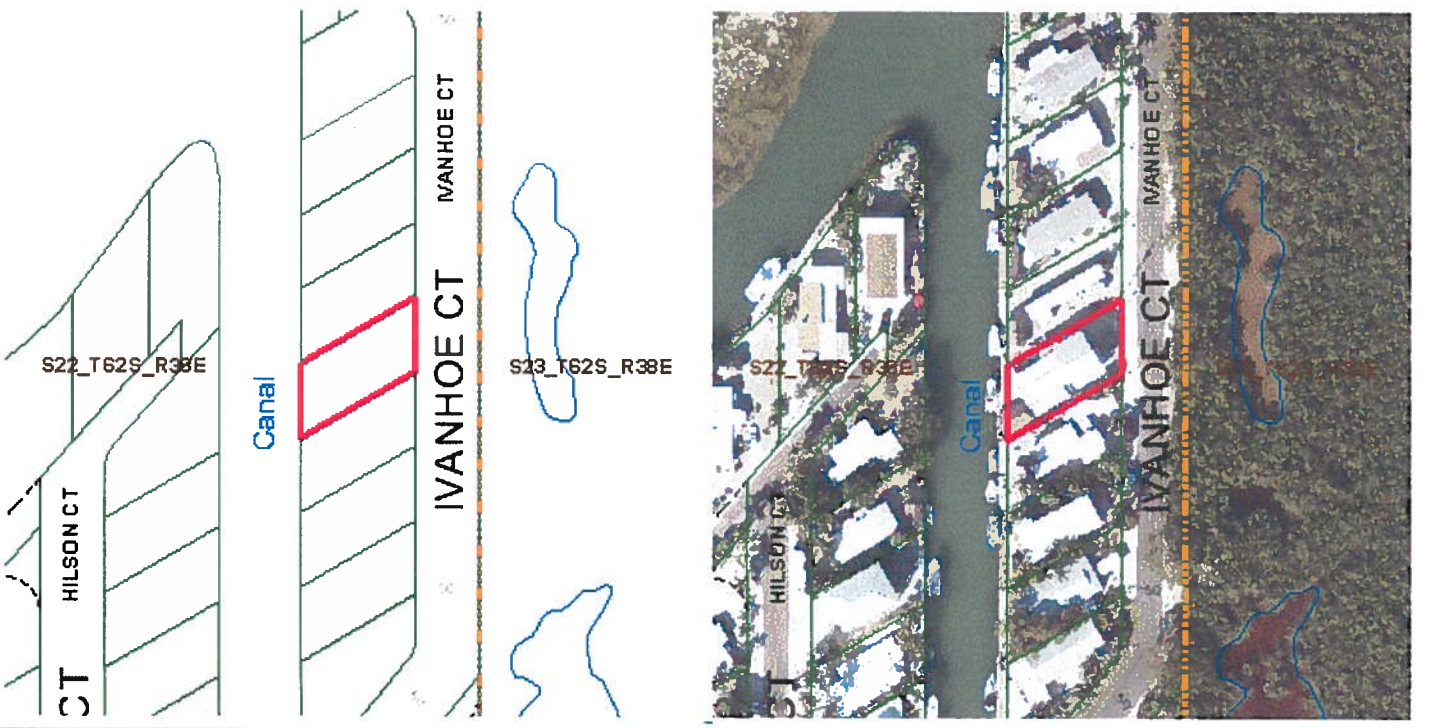
Ownership Details

Mailing Address:
PEARSON SCOTT H
3419 S LONGFELLOW CIR
HOLLYWOOD, FL 33021-4930

Property Details

PC Code: 02 - MOBILE HOMES
Millage Group: 500P
Affordable Housing: No
Section-Township-Range: 22-62-38
Property Location: 119 IVANHOE CT KEY LARGO
Subdivision: HAMMER POINT PARK
Legal Description: LT 255 HAMMER POINT PARK-KEY LARGO PB6-35 OR617-682 OR2708-302/03

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: 1572
Year Built: 1970

Building 1 Details

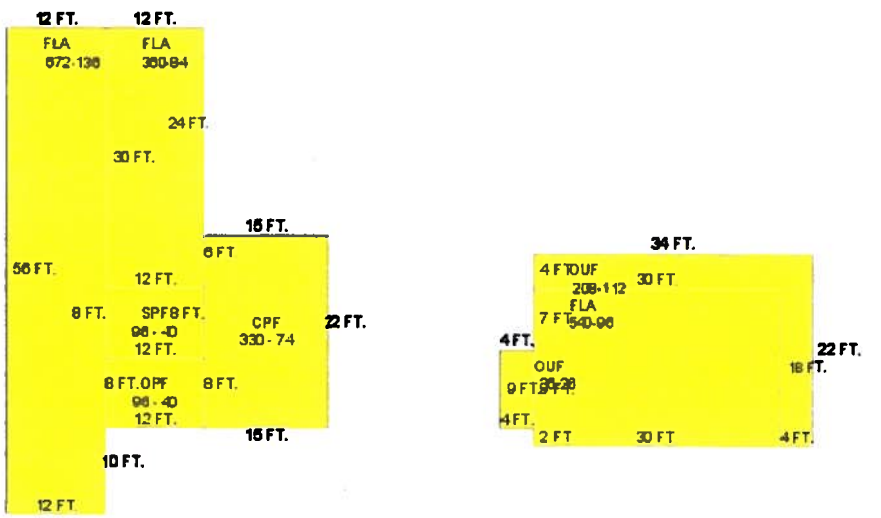
Building Type	M1	**Condition**	P	**Quality Grade**	450
Effective Age	42	**Perimeter**	316	**Depreciation %**	70
Year Built	1970	**Special Arch**	0	**Grnd Floor Area**	1,572
Functional Obs	0	**Economic Obs**	0		

Inclusions: M1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	FLAT OR SHED	**Roof Cover**	METAL	**Foundation**	CONC 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
0	CPF	8:METAL/ALUM	1	1986				330

29
28

0	SPF	8:METAL/ALUM	1	1986					96
0	OPF		1	1986					96
1	FLA	8:METAL/ALUM	1	1986	N	Y	0.00	0.00	672
2	FLA	1:WD FRAME	1	1999	N	Y	0.00	0.00	360
5	OUF		1	1986	N	Y	0.00	0.00	208
6	FLA	1:WD FRAME	1	1986	N	Y	0.00	0.00	540
7	OUF		1	1999	N	Y	0.00	0.00	36

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
2	SW2:SEAWALL	138 SF	46	3	1979	1980	3	60
3	DK4:WOOD DOCKS	60 SF	15	4	1979	1980	2	40
4	RW2:RETAINING WALL	50 SF	25	2	1979	1980	3	50
5	BR2:BOAT RAMP	330 SF	30	11	1979	1980	2	60
6	DK3:CONCRETE DOCK	45 SF	15	3	1979	1980	4	60
7	UB2:UTILITY BLDG	35 SF	7	5	1979	1980	2	50
8	TK2:TIKI	270 SF	0	0	1979	1980	2	40
10	CL2:CH LINK FENCE	5,000 SF	100	50	1975	1976	1	30
11	UB2:UTILITY BLDG	120 SF	12	10	1989	1990	2	50
12	UB2:UTILITY BLDG	24 SF	8	3	1989	1990	2	50
13	PT3:PATIO	810 SF	30	27	1989	1990	3	50
14	AC2:WALL AIR COND	1 UT	0	0	1989	2004	1	20

Appraiser Notes

2000/05/30 - FI, STILT ADDITION OVER EXISTING 1970 SKYLINER MH, OWNER OCCUPIES BOTH.

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	70,060	19,782	328,647	418,489	295,439	25,000	270,439
2014	65,902	18,356	283,182	367,440	171,019	25,000	146,019
2013	65,968	18,912	194,850	279,730	168,492	25,000	143,492
2012	123,559	19,467	155,880	298,906	165,676	25,000	140,676
2011	116,764	19,847	170,169	306,780	160,850	25,000	135,850
2010	126,410	20,403	171,468	318,281	158,473	25,000	133,473
2009	170,654	20,979	241,614	433,247	154,307	25,000	129,307
2008	145,372	21,379	389,700	556,451	154,153	25,000	129,153
2007	133,037	18,584	519,600	671,221	149,663	25,000	124,663
2006	199,555	18,485	446,856	664,896	146,013	25,000	121,013
2005	159,644	18,822	389,700	568,166	141,760	25,000	116,760
2004	226,622	19,271	207,840	453,734	137,631	25,000	112,631

2003	129,902	21,248	110,415	261,565	135,065	25,000	110,065
2002	64,686	21,699	90,930	177,315	131,900	25,000	106,900
2001	56,061	22,294	72,744	151,099	129,823	25,000	104,823
2000	56,061	12,825	57,156	126,042	126,042	25,000	101,042
1999	50,138	17,940	57,156	125,234	125,144	25,000	100,144
1998	48,210	17,808	57,156	123,174	123,174	25,000	98,174
1997	48,210	18,386	57,156	123,752	123,238	25,000	98,238
1996	48,210	18,908	57,156	124,274	119,649	25,000	94,649
1995	42,425	17,150	57,156	116,731	116,731	25,000	91,731
1994	42,425	17,639	57,156	117,219	117,219	25,000	92,219
1993	38,568	16,470	57,156	112,194	112,194	25,000	87,194
1992	38,568	16,914	57,156	112,638	112,638	25,000	87,638
1991	38,568	17,381	57,156	113,105	113,105	25,000	88,105
1990	38,568	17,796	54,558	110,922	110,922	25,000	85,922
1989	38,568	18,260	54,558	111,386	111,386	25,000	86,386
1988	31,453	14,655	45,465	91,573	91,573	25,000	66,573
1987	31,062	14,998	31,176	77,236	77,236	25,000	52,236
1986	12,501	15,321	28,578	56,400	56,400	0	56,400
1985	10,892	15,687	24,681	51,260	51,260	0	51,260
1984	11,220	8,772	24,681	44,673	44,673	0	44,673
1983	11,220	8,772	16,857	36,849	36,849	0	36,849
1982	11,416	8,772	16,857	37,045	37,045	0	37,045

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
9/18/2014	2708 / 302	100	QC	11
2/1/1975	617 / 682	10,000	00	Q

This page has been visited 92,985 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

31

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2015
Bulk Item: Yes X No ___

Division: County Attorney
Staff Contact /Phone #: Steve Williams/292-3470

AGENDA ITEM WORDING: 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 CE10050020.

ITEM BACKGROUND:
This property was the subject of a Code Compliance case for unlawful short term rental activities. The fines total $585,500.00 as of January 4, 2016 and will continue to accrue at $500 per day until compliance is achieved.

CE10050020: Subsequent to a "*Stipulation to code violation and for time to comply for first time offenses*" agreement with Monroe County, the Special Magistrate found the property in violation and ordered a compliance date of November 24, 2012. The property owner did not gain compliance by the deadline ordered by the Special Magistrate and the fine(s) began to accrue on November 25, 2012. The County's lien was recorded on December 7, 2012 and perfected on December 4, 2015. 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, 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.

County staff recommends initiating litigation (option 1) against the property owner for injunction, foreclosure, money judgment and writ of execution.

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: 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 SFW 1/14 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 KW
DATE: January 4, 2016
SUBJECT: Recommendation to County Attorney's Office for further action.

SUMMARY:
As a result of the *Final Order* in code compliance case CE10050020, daily fines in the amount of $500.00 per day have accrued for approximately 1166 days for a total of $583,000.00 and continue to accrue. All attempts to gain voluntary compliance from the property owner have failed. The subject property, owned by Jean-Sebastien and Trisha K. Gros, remains in violation of Monroe County Code.

CASE CE10050020 BACKGROUND:
The violations in this case are the result of a complaint received by the Code Compliance Department for unlawful short term rental activities. Subsequently a *"Notice of Violation/Notice of Hearing"* was mailed via certified mail to the property owners on August 8, 2012 to appear at the Special Magistrate Hearing on September 27, 2012. The return receipt was signed on August 9, 2012.

On October 24, 2012 the property owners entered into a "*Stipulation to code violation and for time to comply for first time offenses*" agreement with Monroe County agreeing to the violations of

- MCC Sec. 130-83(b), To-Wit: IT IS UNLAWFUL TO RENT OR USE A HOME IN AN IMPROVED SUBDIVISION (IS) LAND USE DISTRICT AS A SHORT TERM (LESS THAN 28 DAYS) RENTAL; and
- MCC Sec. 134-1(k)(1), To-Wit: IT IS UNLAWFUL FOR A PROPERTY OWNER, LANDLORD, AGENT OR OTHER REPRESENTATIVE TO ADVERTISE, LEASE, RENT OR HOLD OUT FOR RENT A HOME IN AN IMPROVED SUBDIVISION (IS) LAND USE DISTRICT FOR SHORT TERM RENTAL (LESS THAN 28 DAYS);

further agreeing to a compliance date of November 25, 2012 with daily fines of $500.00 to accrue if compliance was not achieved by that date; further agreeing to a one-time-fine of $2,500.00 payable in twenty-five equal payments of $100.00. At the hearing on October 25, 2012 the Code Compliance Special Magistrate entered a *Final Order* approving the Signed Stipulation Agreement and accepting it's agreed upon terms. Compliance was not achieved by November 24, 2012. Hence, the daily fines began accruing on November 25, 2012.

The *Final Order* was recorded in the Official Records of Monroe County on December 7, 2012 as a lien on behalf of the BOCC.

On October 9, 2014 it was believed by the County that the subject property had been surrendered in the property owners' bankruptcy action and the case was closed. On September 17, 2015 staff received an inquiry as to the amount of the lien. Research revealed that the property was still owned by the Gros, and the County Attorney's office determined that the liens for CE10050020 and CE12070175 remained intact.

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 to the property owner on October 28, 2015 and a hearing was held on November 19, 2015. The Special Magistrate issued an "*Order Authorizing Foreclosure*".

Staff has received no communication or acknowledgement from Mr. and Mrs. Gros, and staff has exhausted all other mechanisms available to persuade the property owner to achieve compliance.

As of January 4, 2016 the total amount of the lien is $586,494.36, ($585,500.00 fines and $994.36 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 Jean-Sebastien and Trisha K. Gros, to comply with various county ordinances and correct the code violations of Code Compliance Case CE10050020.

Attachments:

Page	
1	Case Detail
6	Notice of Violation/Notice of Hearing
9	Return receipt
11	Final Order/Lien
13	Stipulation Agreement
18	Memo 10/9/14
19	Memo 9/25/15
21	Non-compliance advertisement
23	Non-compliance memo
25	Motion for Collections
33	Order Authorizing Foreclosure
34	Fine Screen
35	Property Record Card

Monroe County eGovPLUS

CODE ENFORCEMENT DETAIL

Case Number	CE10050020	Tenant	
Case Date	05-05-2010	Add Info	7010 2780 0001 7746 1566
Origination	1 - PHONE CALL	Status	L - LIEN CREATED
Operator	peacockv	Officer	BOF

PROPERTY ON CASE

RE	00312573004600	Owner	GROS JEAN-SEBASTIEN & TRISHA
Property Address	2273 SAN SEBASTIAN DRIVE	Owner Address	5000 GODFREY RD
City/State/Zip	BIG PINE KEY FL 33043	City/State/Zip	CORAL SPRINGS FL 33067
		Phone	

CASE DESCRIPTION

VACATION RENTAL IN IS ZONE.
***
ORIGINAL INSPECTOR WAS TRACI SCHOENROCK
***
130-83(B) WAS DEEMED COMPLIANT 11-15-2012, NO
FINES.
134-1(K)(1) IS STILL RUNNING DAILY FINES.
OTF REMAINS UNPAID.
***
ADDRESS ON EXPIRED FORWARDING US MAIL:
JEAN-SEBASTIEN AND TRISHA K GROS
8202 WILES RD
CORAL SPRINGS FL 33067-1937

COMPLAINT CODE(S)

1: VACATION RENTAL
2: VACATION RENTAL

VIOLATION CODE(S)

1: 130-83.(B) -- IMPROVED SUB- VACATION RENTALS
2: 134-1.(K)(1) -- VACATION RENTAL & ADVERTISING
3: OTF -- ONE TIME FINE IMPOSED

INSPECTIONS/EVENTS DETAIL

DATE	TIME	INSPECTION / EVENT TYPE	INSTRUCTIONS / COMMENTS
01-20-2016	16:09:59	CASE HEARD BEFORE BOCC	SCHEDULING
01-04-2016	16:08:40	COMMENT CODE	ADDED FINE ON OTF START DATE: 10/25/12 FINE AMT: 2500.00 AS OF JANUARY 4, 2016 THE TOTAL AMOUNT OF THE LIEN IS $586,494.36, ($585,500.00 FINES AND $994.36 COSTS), AND THE COSTS AND FINES WILL CONTINUE TO ACCRUE UNTIL COMPLIANCE IS ACHIEVED AND THE LIEN IS PAID.
12-19-2015	13:55:37	REINSPECTION	
12-07-2015	13:55:58	PERFECTED LIEN	CERTIFIED COPY OF LIEN RECOREDED IN 2012 WAS RERECORDED DOCUMENT 1911125 BK 2602 PG 1968
12-02-2015	16:13:49	COMMENT CODE	ORIGINAL FILE HAS BEEN SCANNED - MINOR DUPLICATE FILE FILED MTH OF LIEN DECEMBER 2012.

12-02-2015	13:31:37	COMMENT CODE	MAILED COPY OF ORDER AUTHORIZING FORECLOSURE 1ST CLASS TO ADDRESS ON EXPIRED FORWARDING ORDER FROM US POST OFFICE.
12-02-2015	13:31:06	PERFECTED LIEN	SENT MEMO TO CLERKS OFFICE TO PERFECT LIEN.
11-20-2015	13:12:28	ACTION BY LIAISON	COPY OF ORDER AUTHORIZING FORECLOSURE MAILED 1ST CLASS TO ADDRESS ON TAX RECORDS.
11-19-2015	15:17:43	SET FOR HEARING	
11-19-2015	13:11:51	SM OR CEB ORDER	ORDER AUTHORIZING FORECLOSURE GRANTED.
11-19-2015	13:11:05	INSPECTORS HEARING NOTES	KAT READ BRIEF INTO RECORD. NO ONE WAS PRESENT FOR PO'S. SM GRANT APPROVAL TO PROCEED.
11-14-2015	09:12:13	REINSPECTION	COMPLIANCE INSPECTION CONDUCTED; NON COMPLIANCE - STILL IN VIOLATION OF 134-1.(K)(1; ADVERTISING & HOLDING OUT FOR LESS THAN 28 DAY; HOMEAWAY.COM LISTING #309489 - FB
11-07-2015	10:14:59	REINSPECTION	RE INSPECTION CONDUCTED ON: 134-1.(K)(1) NON COMPLIANCE - RESEARCH CONDUCTED, HOMEAWAY.COM LISTING #309489 STILL ADVERTISING LESS THAN 28 DAYS. FB
11-03-2015	13:30:26	SENT TO LIAISON	ORIGINAL FILE TO LIAISON.CMARTIN
11-03-2015	12:59:10	POSTING OF NOV/NOH/MOTION/LTR	POSTED PROPERTY & COURTHOUSE FOR WINDSOR. SEE PHOTOS IN FILE & ATTACHMENTS. SIGNED AFFIDAVIT TO AD-MIN
11-02-2015	14:02:49	ACTION BY ADMIN	PREPARING POSTING AND MAILING FOR NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDING & NOTICE OF HEARING TO PO VIA FIRST CLASS MAIL. PO: GROS JEAN-SEBASTIEN & TRHISA K ADD-1: 5000 GODFREY RD CORAL SPRINGS, FL 33067 ADD-2: 8202 WILES RD CORAL SPRINGS, FL 33067-1937 POSTING PACKAGE SENT TO INSPECTOR TO POST. CMARTIN
11-02-2015	13:59:30	UNCLAIMED CERT MAIL ITEM	PER USPS.COM CERTIFIED NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDING SHOWS."RETURN TO SENDER" *FORWARD TIME EXP RTN TO SEND* GROS 8202 WILES RD., CORAL SPRINGS, FL CERT#: 7014 3490 0001 3900 0591 PO: GROS JEAN-SEBASTIEN & TRISHA K 5000 GODFRY RD CORAL SPINGS, FL 33067 CMARTIN
10-31-2015	08:58:30	REINSPECTION	RESEARCH SHOWS THAT PROPERTY IS STILL BEING ADVERTISED FOR RENT FOR LESS THAN 28 DAYS IN AN IMPROVED SUBDIVISON; ADVERTISEMENTS ARE NIGHTLY/WEEKLY - PASSED COMPLIANCE EVIDENCE TO KAT - FB
10-28-2015	14:06:45	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 0591 PO: GROS JEAN-SEBASTIEN & TRISHA K ADD: 5000 GODFREY RD POMPANO BEACH, FL 33067-4148 MAILED CERTIFIED TODAY. CMARTIN
10-27-2015	16:45:53	MOTION BY COUNTY TO PROCEED	PREPARED MOTION FOR COLLECTION FOR 11-19-2015 SM.
10-16-2015	16:15:10	COMMENT CODE	

2

			EMAIL FROM POTENTIAL BUYER - TAX SALE CANCELLED, HE STATED THAT PO HAS FILED NEW BANKRUPTCY ACTION.
10-07-2015	16:09:12	REINSPECTION	LIEN INSPECTION - NON COMPLIANCE - REVIEW OF ADVERTISING, RATES OF $220 A NIGHT WITH MINIMUM STAY 15-28 DAYS POSTED ON HOMEAWAY.COM, LISTING 309489 - PROPERTY OWNERSHIP THE SAME -FB
09-29-2015	11:44:48	REASSIGN INSPECTOR	REASSIGNED TO FRANCIE FOR FOLLOW UP.
09-29-2015	11:20:53	COMMENT CODE	KAT EMAILED THE PERSON THAT INQUIRED THE STATUS OF THE LIEN AND EXPLAINED THAT HE COULD REQUEST MITIGATION IF HE DID INFACT PURCHASE THE PROPERTY WITH A TAX CERTIFICATE.
09-29-2015	11:19:12	REINSPECTION	REVIEW OF ADVERTISING, PO CONTINUES TO SHORT TERM RENT. HIS MINIMUM STAY IS 15 DAYS. DAILY RATE 211.00 WEEKLY RATE 2600.00 FOUND 2 SITES - KAT
09-29-2015	10:30:24	COMMENT CODE	FINE CHANGED 134-1.(K)(1) START DATE: 10/25/12 FINE AMT: 500.00
09-28-2015	10:22:57	COMMENT CODE	REPLY FROM COUNTY ATTORNEY: IT IS THE COUNTY'S POSITION THAT, AS OF TODAY, THE PROPERTY AT 2273 SAN SEBASTIAN DRIVE, BIG PINE KEY, IS CURRENTLY SUBJECT TO TWO ACTIVE CODE ENFORCEMENT LIENS RECORDED PURSUANT TO CODE COMPLIANCE CASE NOS. CE10050020 AND CE12070175. SEE FLA. STAT. § 162.09(3). CASE HAS BEEN REOPENED - KAT
09-17-2015	10:21:35	COMMENT CODE	KAT RECEIVED INQUIRY REGARDING THIS PARCEL... BEING SOLD FOR TAX DEED. RESEARCH REVEALS THIS PROPERTY IS STILL IN PROPERTY OWNERS NAME. EMAILED RESEARCH REQUEST TO CA MORRIS FOR RESEARCH OF BANKRUPCY ACTION AND STATUS OF LIEN.
10-10-2014	11:49:37	CLOSE CASE EVENT	PASSED FILE TO NICOLE FOR SCANNING.
10-10-2014	11:48:10	CLOSE CASE EVENT	EAMIL FROM LG TO RICH FIELDER. THE PROPERTY SEARCH OF 2273 SAN SEBASTIAN DRIVE, BIG PINE KEY SHOWED THAT THE PROPERTY APPRAISER CONTINUES TO LIST THE PROPERTY IN THE NAME OF THE GROS. HOWEVER, THIS PROPERTY WAS SURRENDERED (I IMAGINE THROUGH THE BANKRUPTCY PROCEEDING) TO ONE OF THE 3 LENDERS THAT HELD MORTGAGES ON THE PROPERTY. THE 2 ADJOINING LOTS (LOTS 46 & 47 WERE NOT LISTED IN THE BANKRUPTCY PETITION) ARE STILL OWNED BY THE GROS. THE COUNTY'S LIEN ON PROPERTY LOCATED AT 2273 SAN SEBASTIAN DRIVE UNDER CODE CASE CE10050020 WAS DISCHARGED WHEN THE PROPERTY WAS SURRENDERED IN THE BANKRUPTCY ACTION. SO A RELEASE FROM THE COUNTY IS NOT NECESSARY. CLOSED CASE - KAT.
10-10-2014	11:47:24	COMMENT CODE	FINE CHANGED 134-1.(K)(1) START DATE: 10/25/12 FINE AMT: 0.00
09-10-2014	14:51:22	COMMENT CODE	ORIGINAL FILE - OCTOBER 2012
04-25-2014	16:38:17	REF TO TOURIST DEV TAX AUDITOR	REFERRAL TO TOURIST DEV TAX AUDITOR - COMPLETE FILE WITH FINAL ORDER REQUESTED
10-15-2013	11:14:03	COMMENT CODE	ORIGINAL FILE (WITH PETER) COUNTY ATTY'S OFFICE (DEC 2012). SUGGESTION OF BANKRUPTCY: CE12070046 = 5327.05 CE12070175 = 2744.56 CE10050020 AS OF TODAY 180,515.35
02-20-2013	11:28:30	LETTER NON-PAYMENT/COMPLIANCE	MAILED 14-DAY COURTESY LTR. 500.00 PER DAY AS OF TODAY 118 DAYS = 59,000.00. 2500.00 ONE TIME FINE NOT PAID, PAYMENT

			PLAN ACCEPTED BY COUNTY IN STIPULATION. NO PAYMENTS RECIEVED. COSTS TO DATE = 515.35. LIEN AS OF TODAY = 62,015.35
12-07-2012	16:03:40	ORDER SENT TO MCCO FOR REC	FINAL ORDER AND STIP AGREEMENT RECORDED WITH CLERK'S OFFICE ON 12/7/12 PER COUNTY ATTY. DOC #1911125 BOOK 2602 PAGES 1968-1974. OTF NOT PAID PER AGREEMENT AND FINES RUNNING.
11-16-2012	14:05:22	COMMENT CODE	ADDED FINE ON 134-1.(K)(1) START DATE: 10/25/12 FINE AMT: 500.00
11-15-2012	14:59:57	REINSPECTION	REINSPECTION FOR COMPIANCE ON CHARGES 103-83.(B) AND 134-1.(K)(1) REVEAL COMPLIANCE ON CHARGE 130-83.(B). HOWEVER ADVERTISEMENT VRBO#34124 INDICATES A RATE OF $1,900.00-$3,900.00 WEEKLY. THEREFORE DAILY FINES TO ACCRUE ON CHARGE 134-1.(K)(1) AS OF THE COMPLIANCE DATE OF 10/24/12. EVIDENCE PASSED TO LIASION.
10-25-2012	12:44:41	COMMENT CODE	COSTS TO BE DETERMINED AND OTF IMPOSED.
10-25-2012	12:07:16	STIPULATION AGRMT. SIGNED	STIPULATION TO CODE VIOLATION AND FOR TIME TO COMPLY FOR FIRST TIME OFFENSES SIGNED ON 10/24/12. COSTS IMPOSED UNTIL COMPLIANT AND FINES IN THE AMOUNT OF $500.00 FOR THE CHARGES OF 130-83.(B) AND 134-1(K)(1)PER COUNT PER DAY IF NOT COMPLIANT BY 10/24/12. A ONE TIME FINE OF $2,500.00 IMPOSED(APPROVED PAYMENT PLAN TO 11/25/15). NO REVIEW HEARING SET AT THIS TIME. THE SM APPROVED THE STIP AGREE AND ADDED IT TO THE FINAL ORDER.
10-25-2012	12:06:27	COMMENT CODE	REC'D COPY OF SIGNED/NOTARIZED STIP PAGE FROM MS. GROS TODAY.
10-24-2012	16:34:30	COMMENT CODE	LIAISON REC'D SIGNED ORIG STIP AGREE (STILL NEED SIGNATURE PAGE FROM MRS. GROS)
10-04-2012	12:05:24	REMINDER NOTICE OF HRG SENT	REMINDER NOTICE OF HEARING FOR 10/25/12 MAILED TO PO VIA 1ST CLASS MAIL BY LIAISON TODAY.
10-04-2012	10:40:35	COMMENT CODE	PAYMENT FOR COPIES REC'D FROM PO (RECEIPT # 02000009727).
09-27-2012	13:17:50	SET FOR HEARING	
09-27-2012	12:17:41	CASE CONTINUED NO ACTION	CASE CONTINUED TO 10/25/12.
09-19-2012	12:05:09	COMMENT CODE	REQUEST FOR CONTINUANCE REC'D FROM MR. GROS COUNTY ATTY APPROVED CONTINUANCE TO 10/25/12. MR. GROS WAS INFORMED VIA EMAIL BY LIAISON.
09-17-2012	13:17:20	COMMENT CODE	COPIES OF CASE FILE TO INSPECTOR AND ORIGINAL TO LIAISON.
09-05-2012	13:17:07	COMMENT CODE	REQUEST FOR COPIES OF CASE FILE REC'D VIA TELEPHONE BY LIAISON. COPIES OF ALL THREE CASE FILES PROVIDED VIA EMAIL WITH INVOICE.
08-13-2012	13:26:05	COMMENT CODE	PASSED ORIGINAL FILE TO INSPECTOR FOR REVIEW AND COMPLETION OF EXHIBITS -TR
08-09-2012	13:24:59	COMMENT CODE	RECEIVED GOOD SERVICE 8/9/2012 PER USPS.COM ON CERTIFIED FOR 09/27/2012 HRG. CERT#:7010 2780 0001 7746 1566 -TR .

4

08-08-2012	09:38:21	COMMENT CODE	MAILED NOV/NOH VIA CERTIFIED TO PO FOR 09/27/2012 HRG. CERT#: 7010 2780 0001 7746 1566 -TR
08-07-2012	14:28:56	COMMENT CODE	PREPARED NOV/NOH FOR 09/27/2012 HRG. TO PO @ ADDRESS LISTED ON PRC AND MATCHES MAILING ADDRESS ON TAX COLLECTORS SITE 5000 GODFREY RD CORAL SPRINGS, FL 33067 CERT#: 7010 2780 0001 7746 1566 PASSED TO DIRECTOR FOR APPROVAL TO MAIL.-T.RUMBERGER
08-07-2012	13:02:39	COMMENT CODE	PASSED TO ADMIN FOR NOV/NOH PREPARATION.
08-07-2012	13:00:35	MAKE VIOLATION	MAKEVIO RECORDED SCHOENRO
08-07-2012	12:58:34	VACATION RENTAL INSPECTION	VRI CONDUCTED. THREE OR FOUR VEHICLES ON SITE AND TWO BOAT TRAILERS. NO TRESSPASSING SIGNS POSTED. NO VISUAL ON TAGS AS PROPERTY IS HEAVILY OVERGROWN. PHOTOS TAKEN.
02-01-2012	16:45:50	VACATION RENTAL INSPECTION	VRI-PHOTO TAKEN. NY TAG# AEN-1661 WHITE SUV. NO TRESSPASSING SIGNS. NO ACCESS.
10-26-2011	15:28:34	VACATION RENTAL INSPECTION	VRI-BLK MERCEDES VAN IN DRIVE-COULD NOT SEE TO IDENTIFY TAG#. NO TRESSPASSING POSTED.
10-06-2011	08:37:26	VACATION RENTAL INSPECTION	VRI-NO OCCUPANTS
03-17-2011	13:18:39	VACATION RENTAL INSPECTION	VR INSPECTION, NO OCC
01-06-2011	13:17:59	VACATION RENTAL INSPECTION	VR INSPECTION, NO OCC
12-03-2010	13:17:17	VACATION RENTAL INSPECTION	VR INSPECTION, NO OCCUPANTS
09-17-2010	13:15:11	VACATION RENTAL INSPECTION	VR INSPECTION, NO ONE ON SITE
05-05-2010	13:17:18	CREATE A CASE	COMPLAINT RECORDED BY PEACOCKV
02-08-2010	13:17:44	INITIAL INSPECTION TYPE	SITE VISIT - NO OCCUPANTS

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5

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: GROS JEAN-SEBASTIAN & TRISHA
5000 GODFREY RD
CORAL SPRINGS, FL 33067

Case Number: CE10050020

Location: 2273 SAN SEBASTIAN DRIVE , BIG PINE KEY, FL 33043
Re Number: 00312573004600

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 02/08/2010 and subsequently found the following violation(s):

130-83.(b) - IMPROVED SUB- VACATION RENTALS
IT IS UNLAWFUL TO RENT OR USE A HOME IN AN IMPROVED SUBDIVISION (IS) LAND USE DISTRICT AS A SHORT TERM (LESS THAN 28 DAYS) RENTAL.

Corrective Action Required:
NO EXTRA TIME TO COMPLY WILL BE GIVEN AS THIS VIOLATION IS CONSIDERED TO BE IRREPARABLE/IRREVERSIBLE IN NATURE. CEASE AND DESIST VACATION RENTALS IN THE IS DISTRICT.

134-1.(k)(1) - VACATION RENTAL & ADVERTISING
IT IS UNLAWFUL FOR A PROPERTY OWNER, LANDLORD, AGENT OR OTHER REPRESENTATIVE TO ADVERTISE, LEASE, RENT OR HOLD OUT FOR RENT A HOME IN AN IMPROVED SUBDIVISION (IS) LAND USE DISTRICT FOR SHORT TERM RENTAL (LESS THAN 28 DAYS).

Corrective Action Required:
CEASE AND DESIST SHORT TERM RENTAL ACTIVITIES INCLUDING ADVERTISING, LEASING OF, RENTING OF, OR HOLDING OUT FOR RENT FOR LESS THAN 28 DAYS. NO EXTRA TIME TO COMPLY WILL BE GIVEN AS THIS VIOLATION IS CONSIDERED TO BE IRREPARABLE/IRREVERSIBLE IN NATURE.

PETITIONER'S EXHIBIT 6

(X) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 09/27/2012 at 9:00 AM 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 **N/A** 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.

(X) 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.

7

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

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.: 7010 2780 0001 7746 1566 on 08/08/12 .

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 3-25

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 10050020

CERT #:
7010 2780 0001 7746 1566

Good Service 8/9/12
per USPS.com

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:

GROS JEAN-SEBASTIEN &
TRISHA K
5000 GODFREY RD
CORAL SPRINGS, FL 33067

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name)
X [signature] 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) 7010 2780 0001 7746 1566

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

FT LAUD BR COCONUT CREEK FL AUG 2012 USPS

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

Sent To
Street, Apt. No., or PO Box No.
City, State, ZIP+4

GROS JEAN-SEBASTIEN &
TRISHA K
5000 GODFREY RD
CORAL SPRINGS, FL 33067
CE10050020/NOV/TS

PS Form 3800, August 2006 See Reverse for Instructions

7010 2780 0001 7746 1566

PETITIONER'S EXHIBIT
1
495

9

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YOUR LABEL NUMBER	STATUS OF YOUR ITEM	DATE & TIME	LOCATION	FEATURES
70102780000177464566	Delivered	August 09, 2012 2:15 pm	POMPANO BEACH FL 33067	Certified Mail™
	Arrival at Unit	August 09, 2012 10:42 am	POMPANO BEACH FL 33073	
	Processed through USPS Sort Facility	August 09, 2012 2:06 am	PEMBROKE PINES FL 33082	

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PETITIONER'S EXHIBIT 1 5 OF 5

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

Jean-Sebastien Gros and Trisha K. Gros

Respondent(s).

Case No. CE 10050020

Subject Property Real Estate Number:
00312573-004600

Doc# 1911125 12/07/2012 4:27PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Doc# 2055457 12/04/2015 10:36AM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

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 **SIGNED A STIPULATION AGREEMENT WITH MONROE COUNTY** were not present and 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 $ 2500.00** is ORDERED, payable on or before *11/25/15 (see payment plan as outlined in agreement).
(✓) 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 10/24/12 ("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 of: $

130-83.(b) $500.00
134-1.(K)(1) $500.00

Doc# 1911125
Bk# 2602 Pg# 1968

(PER AGREEMENT)

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.

(✓) **STIPULATION AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN.**

Doc# 2055457
Bk# 2772 Pg# 569

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 25TH day of October, 20 12.

John G. Van Lamingham, Special Magistrate

11

CASE NUMBER: CE10050020

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

GROS JEAN-SEBASTIAN & TRISHA
5000 GODFREY RD
CORAL SPRINGS, FL 33067

DocH 1911125
BkH 2602 PgH 1969

Location of Subject Property:
2273 SAN SEBASTIAN DRIVE
BIG PINE KEY, FL 33043

RE NUMBER: 00312573004600

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 with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative n/a on this 29TH day of October, 20 12.

Nicole M. Petrick, Liaison

Doc# 2055457
Bk# 2772 Pg# 571

MONROE COUNTY CODE COMPLIANCE
SPECIAL MAGISTRATE

Monroe County Code Compliance
Petitioner

Doc# 1911125
Bk# 2602 Pg# 1970

vs.

CE10050020

Jean-Sebastien and Trisha K Gros
Respondent(s)

STIPULATION TO CODE VIOLATION AND FOR TIME TO COMPLY FOR FIRST TIME OFFENSES

In the matter of:
Re# 00312573-004600

Jean-Sebastien and Trisha K Gros (hereinafter referred to jointly and severally as "Respondent(s)") and Monroe County Code Compliance ("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 **October 25, 2012** 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. 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.

3. The Respondent(s) understand that the use of this property as a short term vacation rental is a threat to public health, safety and welfare and the violations are irreparable and irreversible in nature; therefore a one-time fine in the amount of **$2,500.00** is payable in **twenty five equal payments of $100.00** with the first payment being due on **November 25, 2012** and each subsequent payment made on or before the 25th of each month until the final payment is made on or before **November 25, 2015.**

4. The Respondent(s) agrees to immediately cease and desist all short term vacation rental(s) of this property and terminate all rental contracts for less than 28 days and provide proof of same on or before **October 24, 2012**.

5. Respondent understands that a fine of **$1,000.00 per day** shall accrue daily if the short term rental(s) continue as follows:

130-83.(b) It is unlawful to rent or use a home in an Improved Subdivision (IS) Land Use District as a short term (less than 28 days) rental.

$500.00 per day

6. The Respondent(s) also understands that a fine of $500.00 per day shall accrue daily if the violation of advertising is not brought into compliance by **October 24, 2012**.

134-1.(k)(1) It is unlawful for a property owner, landlord, agent or other representative to advertise, lease, rent or hold out for rent a home as a short term (less than 28 days) rental where it is prohibited.

$500.00 per day

7. The Respondent(s) agree to pay all costs incurred in prosecuting the case **within 30 days** of compliance and that such costs shall be imposed as a lien under Section 162.09(2)(d), Florida Statutes, and Monroe County Code section 8-29(b).

8. Respondent(s) specifically agree that this Stipulation Agreement shall be recorded in the public records of the County and shall constitute notice to subsequent purchasers, successors in interests, or assigns that the violations of Monroe County Codes **130-83.(b)., 134-1(k)(1)** exists. This Stipulation Agreement shall be recorded as a lien against the property and upon any other real or personal property owned by the Respondent(s) if the property is not brought into compliance by the date specified in paragraph 3, 4, and 6.

9. 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.

10. The parties understand and agree that the Respondent(s) may revoke this Stipulation and that such revocation must be done in writing or done in person with **Traci Schoenrock** by the end of business **October 24, 2012.**

DocH 2055457
BkH 2772 PgH 574

By signing this Stipulation both parties represent that they have READ, UNDERSTOOD, AND CONSENT to its terms and conditions.

DocH 1911125
BkH 2602 PgH 1973

10-23-12
Signature of Respondent(s) / Date

JEAN-SEBASTIEN GROS
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

JEAN-SEBASTIEN GROS who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 23rd day of October 2012

GLENDA DECELESTINO
NOTARY PUBLIC

My commission expires 4/9 2016

GLENDA DECELESTINO
Notary Public, State of Florida
Commission# EE 167453
My comm. expires April 9, 2016

Signature of Respondent(s) / Date

Print Name

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 _____ 20___

NOTARY PUBLIC

My commission expires _____ 20__:

Traci Schoenrock 10/29/12
Signature of Petitioner (County) / Date

TRACI SCHOENROCK
Print name

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Traci Schoenrock who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 29th day of October 2012

Nicole M. Petrick
NOTARY PUBLIC

NICOLE M. PETRICK
Notary Public - State of Florida
My Comm. Expires Dec 12, 2013
Commission # DD 917995
Bonded Through National Notary Assn.

16

By signing this Stipulation both parties represent that they have READ, UNDERSTOOD, AND CONSENT to its terms and conditions.

_____
Signature of Respondent(s) / Date

_____
Print Name

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 _____ 20__

_____
NOTARY PUBLIC

My commission expires _____ 20__:

Trisha K. Gros 10/24/12
Signature of Respondent(s) / Date

Trisha K. Gros
Print Name

STATE OF Florida
COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Trisha K. Gros who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 24 day of October 20 12

_____
NOTARY PUBLIC

My commission expires July 7, 2015

Traci Schoenrock 10/25/12
Signature of Petitioner (County) / Date

Traci Schoenrock
Print name

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Traci Schoenrock who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 25TH day of Oct. 20 12

Nicole M. Petrick
NOTARY PUBLIC

_____

MONROE COUNTY
OFFICIAL RECORDS

JOHANNE VILLENEUVE CUSICK
Notary Public - State of Florida
My Comm. Expires Jul 7, 2015
Commission # EE 110342
Bonded Through National Notary Assn.

Doc# 1911125
Bk# 2602 Pg# 1974

NICOLE M. PETRICK
Notary Public - State of Florida
My Comm. Expires Dec 12, 2013
Commission # DD 917995
Bonded Through National Notary Assn.

CIRCUIT & COUNTY COURTS * MONROE COUNTY, FLORIDA * SUUM CUIQUE

MONROE COUNTY
OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF MONROE
This Copy is a True Copy of the Original on File in this Office. Witness my hand and Official Seal.
This 4TH day of DEC A.D., 2012
AMY HEAVILIN
Clerk Circuit Court
By _____ D.C.

17

Windsor-Kathleen

From: Granger-Lisa
Sent: Thursday, October 09, 2014 11:11 AM
To: Rich Fielder (rich@truetitleagency.com)
Cc: Richard Malafy (rmalafy@msn.com); Windsor-Kathleen; Williams-Steve
Subject: Jean Sebastian Gros & Trisha Gros

Rich,

I have review the history of the ownership of the properties formerly owned by Mr. and Mrs. Gros on which the county has code liens. The property search of 2273 San Sebastian Drive, Big Pine Key showed that the Property Appraiser continues to list the property in the name of the Gros. However, this property was surrendered (I imagine through the bankruptcy proceeding) to one of the 3 lenders that held mortgages on the property. The 2 adjoining lots (lots 46 & 47 were not listed in the bankruptcy petition) are still owned by the Gros. The County's lien on property located at 2273 San Sebastian Drive under code case CE10050020 was discharged when the property was surrendered in the bankruptcy action. So a release from the County is not necessary.

As we know the property located at 661 Pine Lane is now owned by Jill B. and Gregg Z. Dillingham through foreclosure and certificate of sale and title. Thus as an operation of the final judgment and certificate of sale and title, the County's lien on the property located at 661 Pine Lane under code case CE12070046 was extinguished. So a release from the County is not necessary.

The Gros do not now nor for the last 30 years have they owned the property located at 651 Pine Lane, Big Pine Key but he was named as the violator in code case CE12070046. The property owner's name on the county's records was listed in error as Jean Sebastian Gros. This case gained compliance before daily fines accrued. However a one time fine of $2500 was imposed against Mr. Jean Sebastian Gros which remains unpaid. In my opinion with the correction of the property ownership on this property a release should not be necessary.

Please let me know if this email answers all of your questions. Thank you.

Lisa Granger
Assistant County Attorney
Monroe County Attorney's Office
1111 12th Street Suite 408
Key West, Florida 33040
(305)292-3470

Please note: Florida has a very broad public records law. Most written communications to or from the County regarding County business are public record, available to the public and media upon request. Your e-mail communication may be subject to public disclosure.

18

Windsor-Kathleen

From: Morris-Peter
Sent: Friday, September 25, 2015 4:36 PM
To: Windsor-Kathleen
Cc: Williams-Steve
Subject: RE: CE12070175 Gros Liens CE10050020

Kat,

I have had an opportunity to review the subject Code Compliance liens, the private lender foreclosure action against Mr. and Mrs. Gros, the litigation surrounding Mr. and Ms. Gros's federal bankruptcy petition, and the subject properties' ownership changes over the course of and subsequent to the recording of our (County) Code Compliance liens. My findings are as follows:

On August 2, 2012, Mr. and Mrs. Gros's bankruptcy petition was dismissed. On December 7, 2012, two Final Orders against Mr. and Mrs. Gros were recorded and one Final Order solely against Mr. Gros was recorded in:

(1) **CE10050020** relating, in part, to property located at ***2273 San Sebastian Drive***, Big Pine Key and against Jean-Sebastien Gros and Trisha Gros (recorded **at Book 2602, Page 1968**);
(2) **CE12070175** relating, in part, to property located at ***651 Big Pine Key*** (not owned by Mr. and/or Mrs. Gros) and against Jean-Sebastien Gros as (VR) agent (recorded **at Book 2602, Page 1954**); and
(3) **CE12070046** relating, in part, to property located at ***661 Big Pine Key*** against Jean-Sebastien Gros and Trisha Gros (recorded **at Book 2602, Page 1960**)).

On January 2, 2014, Gregg and Jill Dillingham (private lenders to Mr. and Mrs. Gros) filed a Notice of Lis Pendens (recorded **at Book 2665, Page 1854**) regarding their private foreclosure action against Mr. and Mrs. Gros based upon their (the Dillinghams') senior mortgage (recorded on June 15, 2007, at **Book 2301, Page 2104**) to Mr. and Mrs. Gros and pertaining to the property located at **661 Big Pine Key**. On June 20, 2014, the Dillinghams obtained a Final Judgment of Foreclosure against Mr. and Mrs. Gros (recorded at **Book 2690, Page 1215**), which stated, in relevant part, that "*on the filing of the Certificate of Sale by the Clerk of the Court, the Defendants and all persons claiming under or against them since the filing of the Notice of LP are foreclosed of all estate or claim in the property.*" On July 18, 2014, said Certificate of Sale was recorded (at **Book 2694, Page 1678**), and on July 28, 2014, the ensuing Certificate of Title was recorded (at **Book 2696, Page 470**).

On October 2, 2014, a Satisfaction/Release of Lien was recorded (at **Book 2708, Page 477**) in the matter of **CE12070046** relating, in part, to property located at **661 Big Pine Key**.

Please correct me if the above recitation of facts is incorrect or incomplete.

In review of Mr. Peterson's e-mails with you, it appears that he has asserted that a note on the County's eGov website stating "Code Enforcement Detail ... C - Closed Case Status" is the functional equivalent of an official Monroe County "Lien Release" recorded in the land records of the Monroe County Clerk of Court. This statement is unreasonable, incorrect, and unsupported by law. Cursory review of the eGov website clearly indicates that it (the eGov website) is for informational purposes only, as it merely features a "Case Status" tab that does not address the question of whether a lien established pursuant to such Code case is active, extinguished, or released, as well as a few select truncated particulars of such case. The fact of a given Code Compliance lien's live or extinguished character in no way depends upon what the eGov informational website states, as the Monroe County Code expressly limits the exclusive means to effectuate a "Lien Release" to the County Attorney's Office (in limited circumstances) or by BOCC approval. In addition

19

to the foregoing reasons, reasonable reliance may (further) not be established for the purpose of asserting estoppel in this instance, on the basis that although all "Lien Releases" are public records, not all public records are "Lien Releases."

As such, I am of the opinion that, as of today, the property at **2273 San Sebastian Drive, Big Pine Key**, is currently subject to two active Code Enforcement liens recorded pursuant to Code Compliance Case Nos. **CE10050020** and **CE12070175**. *See* Fla. Stat. § 162.09(3).

Thank you,

Peter Morris
Assistant County Attorney
Monroe County Attorney's Office
1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470
(305) 292-3516 (fax)

Please note that Florida has a broad public records law and that any communication with the County could be considered a public record. If you do not wish for your email address to become a public record, use the telephone or some other method of conveying your message.

From: boatre@comcast.net [mailto:boatre@comcast.net]
Sent: Tuesday, September 22, 2015 8:49 AM
To: Windsor-Kathleen
Cc: Williams-Steve; Morris-Peter
Subject: Re: CE12070175 Gros Liens CE10050020

I understand completely. Currently, the county records show that the lien of record for CE10050020 was removed on 10/10/14, when the fine was amended to zero, and the case was closed. The recording of a "lien release" is merely the perfunctory act of placing a notice of record, informing everyone of the actual closing of the case which was done on 10/10/14.
As you know, I was not informed of a possible attempt by the County to retroactively change the status of this lien (from "closed" to "active") until yesterday afternoon. (about 40 hours before the scheduled Tax Sale).
Since it is doubtful that Code Enforcement will convince the County Clerk to postpone the sale, I am forced to rely on the Public Record that now exists, (Code Enforcement Detail CE10050020), when I attend this sale.
Assuming that I am the successful bidder, I will assert an estoppel, as to any attempt to by the County to assert a "revived lien".
As you know, the tax sale process is the device used by local government to secure a timely payment of revenue, need by the County to pay its current expenses. Investors who provide this stream of revenue should be entitled to rely upon public records, as exist, at the time of the sale.

Mark F. Peterson
847-452-0778
boatre@comcast.net

From: "Windsor-Kathleen" <Windsor-Kathleen@monroecounty-fl.gov>
To: "boatre@comcast.net" <boatre@comcast.net>
Cc: "Williams-Steve" <Williams-Steve@MonroeCounty-FL.Gov>, "Morris-Peter" <Morris-Peter@MonroeCounty-FL.Gov>
Sent: Monday, September 21, 2015 5:02:14 PM
Subject: RE: CE12070175 Gros Liens CE10050020

20

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FEEDBACK

Exclusive waterfront acre property with heated pool & private boat dock!

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Exclusive waterfront acre property with heated pool & private boat dock!

Heated private pool overlooking the water and property 1 of 22

$220
avg/night
Detailed Price

Enter dates to see total

Arrive | Depart

Request to Book Request to Book

Send a Message Contact Me

Sleeps	10
Bedrooms	2
Bathrooms	2
Property type	house
Minimum Stay	15 - 28 nights

$220
avg/night
Detailed Price

Does not meet minimum stay

11/14/2015 | 11/21/2015

Please stay a little longer. A stay of 15 nights or more is required for these dates.

4 adults

Request to Book Request to Book

Send a Message Contact Me

Sleeps	10
Bedrooms	2
Bathrooms	2
Property type	house
Minimum Stay	15 - 28 nights

Jean-Sebastien Gros

Member since: 2004
Speaks: english, french, spanish

Request to Book Request to Book

Send a Message Contact Me

Response time:
Within 2 days

Response rate:
90%

Calendar last updated:
September 17, 2015

Call Owner

Overview

Big Pine Key House Rental Photos and Description

The Overlook sleeps 10+ people

'The Overlook' at Big Pine Key is an exclusive private waterfront pool(heated) home located next to the Blue Heron and Key Deer Wildlife Refuges. 'The Overlook' is located 30 miles north east of Historic Key West. This vacation property is ideally located on three full lots (1 acre tropical garden with private beach) at the tip of the Doctor's Arm peninsula. It overlooks open water and sensational wildlife and has a new magnificent swimming pool. The home comfortably sleeps 6-10 persons. It has a screened porch plus, everyone's favorite -- a private outdoor shower. Our fifty-foot dock includes a fun slide on a clean, 10 ft deep canal, ideal for both sail boaters and fisherman! Equipped with central air conditioning, DSL and unlimited long distance, 'The Overlook' is uniquely equipped to accommodate the most discriminating sportsman and Keys vacationer. Please visit our personal website for additional pictures of the property!

Amenities: - Swimming Pool

- Evenings begin with a visit from a resident herd of key deer (10 to 30 daily!)

- Located in a private, natural setting

Book with confidence
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Three services to protect your trip:

Protect your payments in case you need to cancel.

Guarantee the rental meets your expectations

Ensure you're prepared in case of accidental damage.

FEEDBACK

Windsor-Kathleen

From: Boellard-Francie
Sent: Saturday, November 14, 2015 10:01 AM
To: Windsor-Kathleen
Cc: McPherson-Cynthia
Subject: C10050020 - GROS - 2273 San Sebastian dry

Kat

I conducted the compliance inspection and their ad is still running in homeaway.com for less than 28 days. I also sent an email to inquire about renting for less than 28 days. Jean Sebastian Gros provided me a rental quote of $3093.75 for 7 days including all taxes and fees.

I have been keeping a dummy file of all my evidence and I updated E-GOV.

Have a nice day!!

FRANCIE BOELLARD
CODE COMPLIANCE INSPECTOR
Ph: (305) 289-2589
Fax: (305) 289-2858
E-mail: boellard-francie@monroecounty-fl.gov

23

BRIEF FOR CE10050020– MOTION FOR COLLECTIONS 11-19-2015

No one here granted Motion.

Kathleen Windsor.

Monroe County Code Enforcement

Subject Property - 2273 SAN SEBASTIAN DR BIG PINE KEY

Lien(s) filed December 7, 2012 and remains unpaid.

- Property is NOT in compliance.
- This Lien 560,209.39 as of yesterday.

NOTES:

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING was mailed Cert Mail on October 28, 2015 to address on PRC, and subject property and courthouse were posted on November 3, 2015, as well as 1st class mail. Additionally the 1st class mail item was returned with a forwarding address, and re-mailed to that address.

County is asking the Special Magistrate 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 December 7, 2012.

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE10050020**
	)	
JEAN-SEBASTIEN GROS and TRISHA K GROS ,	)	
	)	
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 December 7, 2012, Book 2602, Page 1968 on the property that was the subject of the code compliance action described as: 2273 SAN SEBASTIAN DRIVE BIG PINE KEY, FL 33043 , MONROE COUNTY, FLORIDA, RE# 00312573004600 , **and** upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of October 27, 2015 is $549,031.55 (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 28th day of October ,2015 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7014 3490 0001 3900 0591 to **5000 GODFREY RD CORAL SPRINGS, FL 33067 .**

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".

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

JEAN-SEBASTIEN GROS AND TRISHA K GROS
5000 GODFREY RD
CORAL SPRINGS, FL 33067

Oct 27, 2015

Subject: Code Case: CE10050020
Location: 2273 SAN SEBASTIAN DRIVE 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 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

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

REGISTI
REC

Complaint Number: CE 1005

CERT #:
7014 3490 0001 3900 0591

7014 3490 0001 3900 0591

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Sen GROS JEAN-SEBASTIEN AND TRISHA K
Stre 5000 GODFREY RD
or P POMPANO BEACH, FL 33067-4148
City CE10050020/NTCMTN/KW

PS Instruct

JEAN-SEBASTIEN GROS AND TRISHA K GROS
5000 GODFREY RD
CORAL SPRINGS, FL 33067

33067$4148@4277

X 533 NFE 10/09/15
FORWARD TIME EXP RTN TO SEND
*GROS
8202 WILES RD
CORAL SPRINGS FL 33067-1937
RETURN TO SENDER

COUNTY of MONROE
GROWTH MANAGEMENT DIVISI
2798 Overseas Highway, Suite 400
Marathon, Florida 33050-2227

KW 330

7014 3490 0001 3900 0591

UNITED STATES POSTAL SERVICE
$06.955
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9573 #
3892 MARATHON FL

27

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE10050020

I, DIANE LINK, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **GROS JEAN-SEBASTIEN & TRISHA**, described as **2273 SAN SEBASTIAN DRIVE, BIG PINE KEY, FL 33043**, having the property **RE#: 00312573004600** with the Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceedings & Notice of Hearing for this case with a **Hearing Date of 11/19/2015**.

THIS NOTICE WAS POSTED AT:

✓ SUBJECT PROPERTY AS STATED ABOVE
Date: 11/3/15 Time: 10:45AM

____ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

✓ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: 11/3/15 Time: 12:15pm

____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: Diane Link

Sworn to and subscribed before me this 3rd day of November, 2015.

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: **GROS JEAN-SEBASTIEN & TRISHA, 5000 GODFREY RD, CORAL SPRINGS, FL 33067**.

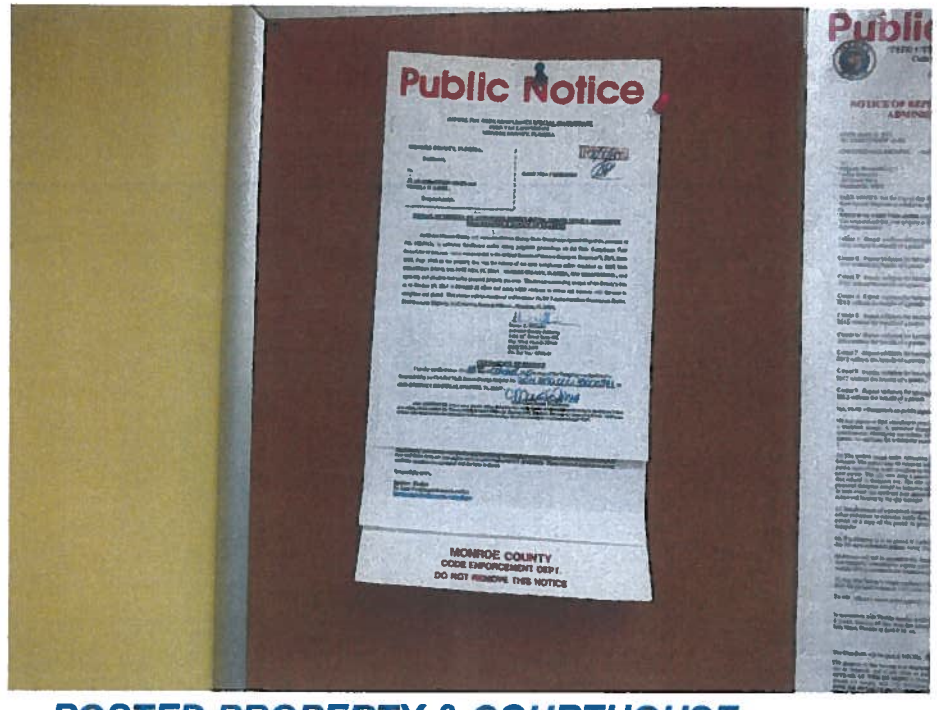
Signature: C Martin Jones

Sworn to and subscribed before me this 2nd day of November, 2015.

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

Nicole M. Petrick
Notary Public, State of Florida

11/3/15-CE10050020-2273 San Sebastian Dr.—B.P.K. - ***POSTED PROPERTY & COURTHOUSE***



11/3/15-CE10050020-2273 San Sebastian Dr.—B.P.K. - ***POSTED PROPERTY & COURTHOUSE***

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE10050020

I, _____, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **GROS JEAN-SEBASTIEN & TRISHA**, described as **2273 SAN SEBASTIAN DRIVE, BIG PINE KEY, FL 33043**, having the property **RE#: 00312573004600** with the Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceedings & Notice of Hearing for this case with a **Hearing Date of 11/19/2015**.

THIS NOTICE WAS POSTED AT:

_____ SUBJECT PROPERTY AS STATED ABOVE
Date: _____ Time: _____

_____ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

_____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

_____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: _____

Sworn to and subscribed before me this _____ day of _____, 20___.

_____
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: **GROS JEAN-SEBASTIEN & TRISHA, 8202 WILES RD, CORAL SPRINGS, FL 33067-1937**.

Signature: C Martin Jones

Sworn to and subscribed before me this 2nd day of November, 2015.

Nicole M. Petrick

Notary Public, State of Florida

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

31

CE10050020 KW

COUNTY of MONROE

GROWTH MANAGEMENT DIVISION
2798 Overseas Highway, Suite ~~406~~ 330
Marathon, Florida 33050-2227

9000 33050342?? 0006
MIAMI FL 331
02 NOV 2015 PM 5
154
9573 $00.48 NOV 02 15
3941 MARATHON FL 33050

RECEIVED
11/9/15

EAN-SEBASTIEN GROS AND TRISHA K GROS
000 GODFREY RD
:ORAL SPRINGS, FL 33067

X 333 N7E 1009A14I0011/03/15
FORWARD TIME EXP RTN TO SEND
GROS
8202 WILES RD
CORAL SPRINGS FL 33067-1937

RETURN TO SENDER

33067416660 4277

Marathon, Florida 33050-2227

GROS JEAN-SEBASTIEN & TRISHA K
8202 WILES RD
CORAL SPRINGS, FL 33067-1937

CE10050020/NTCMTN/KW

32

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA, Petitioner, vs. **JEAN-SEBASTIEN GROS and TRISHA K GROS ,** Respondent(s).	)	Case No.: **CE10050020**

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

Code Enforcement Fines - MONROE COUNTY **** LIVE ****

File Edit Actions Details Links Help

Case Information

Case Number	CE10050020	Origination	1 - PHONE CALL
RE	00312573004600	Board	SM - SPECIAL MAGISTRATE
Address	2273 SAN SEBASTIAN DRIVE	Total Fines	583000.00000

Ordinance	Date Ordered	Comply By	Fine Start	Daily Fine	Settle Amount	Paid Amount
134-1.(k)(1)	10/25/2012	10/24/2012	10/25/2012	500.00000		0.00

Fine Details

Ordinance Code	134-1.(k)(1)		
Date Ordered	10/25/2012	Comply By	10/24/2012
Fine Start	10/25/2012	Daily Fine	500.00000
Number of Days	1166	Suspended Days	0
Current Fine	583000.00	Complied Date	
Settle Amount		Settle Date	
Amount Paid	0.00	Date Paid	

☑ Continuous

Suspended Days

Stop Date	Restart Date

Suspend Days

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: 1386057 **Parcel ID:** 00312573-004600

Ownership Details

Mailing Address:
GROS JEAN-SEBASTIEN AND TRISHA K
5000 GODFREY RD
POMPANO BEACH, FL 33067-4148

Property Details

PC Code:	01 - SINGLE FAMILY
Millage Group:	100H
Affordable Housing:	No
Section-Township-Range:	14-66-29
Property Location:	2273 SAN SEBASTIAN DR BIG PINE KEY
Subdivision:	DOCTORS ARM 3RD ADD SEC C
Legal Description:	BK LT 45 DOCTOR'S ARM SUBD. 3RD ADD'N. SECTION C BIG PINE KEY PB6-41 OR587-384 OR985-2039 OR1008-1831 OR1874-1783

Click Map Image to open interactive viewer

Land Details

Land Use Code	Frontage	Depth	Land Area
010C - RESIDENTIAL CANAL	60	100	6,000.00 SF

Building Summary

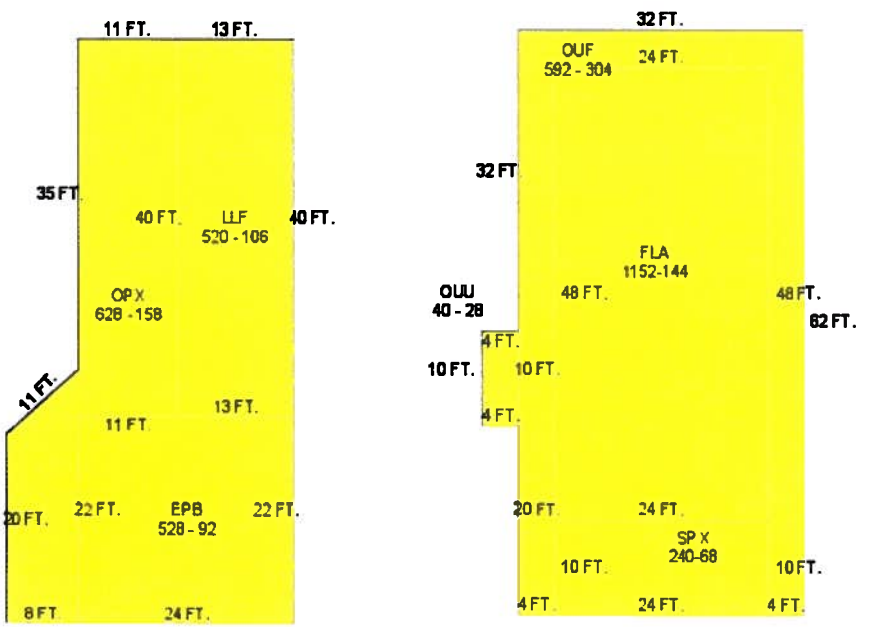
Number of Buildings: 1
Number of Commercial Buildings: 0
Total Living Area: 1152
Year Built: 1987

Building 1 Details

Building Type R1 **Condition** A **Quality Grade** 450
Effective Age 18 **Perimeter** 144 **Depreciation %** 24
Year Built 1987 **Special Arch** 0 **Grnd Floor Area** 1,152
Functional Obs 0 **Economic Obs** 0

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.
Roof Type GABLE **Roof Cover** ASPHALT SHINGL **Foundation** CONC PILINGS
Heat 1 FCD/AIR DUCTED **Heat 2** NONE **Bedrooms** 3
Heat Src 1 ELECTRIC **Heat Src 2** NONE
Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	2	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	1	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
0	OUU		1	1988					40

0	OUF		1	1988		592
0	EPB		1	2006		528
0	OPX		1	2006		628
0	LLF	1:WD FRAME	1	1988	Y	520
5	FLA	1:WD FRAME	1	1988	Y	1,152
6	SPX	1:WD FRAME	1	1988		240

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
0	AC2:WALL AIR COND	1 UT	0	0	2008	2009	1	20
0	TK2:TIKI	24 SF	8	3	2008	2009	1	40
0	PT2:BRICK PATIO	192 SF	16	12	2006	2007	3	50
1	DK3:CONCRETE DOCK	480 SF	60	8	2008	2009	2	60
2	UB2:UTILITY BLDG	80 SF	8	10	1994	1995	2	50

Appraiser Notes

THIS HOUSE (AS OF THE FIELD INSPECTION) HAS A TOTAL AND COMPLETE SEPARATE UNIT DOWNSTAIRS, INCLUDING A KITCHEN AND BATHROOM. CPC/LHK 01/01/89 2001/09/20. CHANGED OUF TO SPX, EFF AGE 2 TO 1, CONDITION A TO G. 033/066
SINCE THIS IS NOT A LEGAL DUPLEX, CHG FRM 08 TO 01, FLA TO LLF, NL
3/25/11 - CHANGE CPX TO EFB, TWO WALLS WOOD FRAME, BRICK PATIO FLOORING, USED AS PORCH (SA)
3/25/11 - 1 EX FIX AT TIKI/DOCK (SA)
2011/10/11 5 YEAR CK

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	8717767	06/01/1987	11/01/1987	50,160	Residential	SFR
	8718565	08/01/1987	09/01/1987	5,000	Residential	DECKING
	8718656	09/01/1987	10/01/1987	5,280	Residential	DOCK-PILINGS
	8718765	09/01/1987	10/01/1987	1,824	Residential	CONCRETE SLAB
	87-1073	12/01/1987	11/01/1988	2,900	Residential	ENCLOSURE-STORAGE
	031943	05/14/2003	07/16/2003	500	Residential	LOWER ENCLOSURE
	06100201	01/09/2006		200	Residential	REPLACE STAIR TREADS

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	166,533	8,891	153,000	328,424	328,424	0	328,424
2014	158,163	8,288	159,000	325,451	325,451	0	325,451
2013	162,021	8,433	156,000	326,454	326,454	0	326,454
2012	163,786	8,640	132,000	304,426	304,426	0	304,426

2011	165,713	8,843	139,500	314,056	314,056	0	314,056
2010	143,226	2,880	169,500	315,606	315,606	0	315,606
2009	144,872	2,999	160,500	308,371	308,371	0	308,371
2008	197,800	3,164	213,000	413,964	413,964	0	413,964
2007	274,265	3,282	250,500	528,047	528,047	0	528,047
2006	229,918	2,875	243,000	475,793	475,793	0	475,793
2005	240,251	2,972	237,000	480,223	480,223	0	480,223
2004	179,498	3,105	120,000	302,603	302,603	0	302,603
2003	191,078	3,202	66,000	260,280	191,673	25,000	166,673
2002	147,324	3,334	66,000	216,658	178,551	25,000	153,551
2001	132,382	3,431	42,000	177,813	167,590	25,000	142,590
2000	132,382	3,661	42,000	178,044	163,953	25,000	138,953
1999	123,842	3,518	30,000	157,359	155,962	25,000	130,962
1998	119,571	3,524	30,000	153,095	153,095	25,000	128,095
1997	119,317	2,551	30,000	151,869	151,869	25,000	126,869
1996	119,317	2,654	30,000	151,971	151,971	25,000	126,971
1995	125,092	2,722	30,000	157,814	157,814	0	157,814
1994	104,679	2,406	30,000	137,085	137,085	25,000	112,085
1993	104,781	2,463	30,000	137,244	137,244	25,000	112,244
1992	108,333	2,551	30,000	140,884	140,884	25,000	115,884
1991	108,333	2,608	30,000	140,942	140,942	25,000	115,942
1990	108,333	2,696	30,000	141,029	141,029	25,000	116,029
1989	94,203	2,394	21,900	118,497	118,497	0	118,497
1988	46,021	1,999	22,200	70,220	70,220	0	70,220
1987	0	0	16,500	16,500	16,500	0	16,500
1986	0	0	16,500	16,500	16,500	0	16,500
1985	0	0	16,320	16,320	16,320	0	16,320
1984	0	0	16,320	16,320	16,320	0	16,320
1983	0	0	16,320	16,320	16,320	0	16,320
1982	0	0	11,996	11,996	11,996	0	11,996

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
3/31/2003	1874 / 1783	425,000	WD	M
4/1/1987	1008 / 1831	34,500	WD	U

This page has been visited 107,440 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

38

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Planning and Environmental Resources

Bulk Item: Yes ___ No _X_ Staff Contact Person/Phone #: Matthew Coyle 289-2588

AGENDA ITEM WORDING:
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).

ITEM BACKGROUND:
The applicant has requested a special permit to utilize the subject property for a temporary construction staging area. The staging area would facilitate a canal restoration/water quality improvement project being carried out by Monroe County.

If approved, the expected commencement date of the staging area is February 1, 2016 and shall expire February 1, 2017.

PREVIOUS RELEVANT BOCC ACTION:
At the December 10, 2014 meeting, the BOCC approved an ordinance establishing §6-3 of the Monroe County Code, which provides the approval process for temporary construction staging areas with a special permit granted by the BOCC. (Ordinance 018-2014)

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

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 X 12/29 OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included X Not Required ___

DISPOSITION: ___ **AGENDA ITEM #** ___

MONROE COUNTY, FLORIDA
RESOLUTION NO. _____-2016

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING A SPECIAL PERMIT ALLOWING A TEMPORARY CONSTRUCTION STAGING AREA FOR A CANAL RESTORATION/WATER QUALITY IMPROVEMENT PROJECT AT PROPERTY LEGALLY DESCRIBED AS BLOCK 8, LOT 10, TROPICAL BAY THIRD ADDITION (PLAT BOOK 5, PAGE 81), MONROE COUNTY, FLORIDA AND HAVING REAL ESTATE NUMBER 00313940.000000.

WHEREAS, an application was filed for a special permit allowing a temporary construction staging area at property located on Killdeer Lane, Big Pine Key, approximate mile marker 31 (Florida Bay side of the Overseas Highway); and

WHEREAS, the property is legally described as Block 8, Lot 10, Tropical Bay Third Addition (Plat Book 5, Page 81), having real estate (RE) Number: 00313940.000000; and

WHEREAS, the Board of County Commissioners of Monroe County, Florida, desires to grant the special permit allowing a temporary construction staging area; and

WHEREAS, the temporary construction staging area would facilitate a canal restoration/water quality improvement project being carried out by Monroe County; and

WHEREAS, due notice has been carried out and a public hearing has been held in accordance with Monroe County Section 6-3; and

WHEREAS, at said public hearing, the Board considered the argument of all parties present wishing to speak on the matter; and

WHEREAS, the Board makes the following Findings of Fact and Conclusions of Law:

1. The temporary construction staging area is not inconsistent with any of the criterion provided in Monroe County Code §6-3;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to approve the request for a special permit, subject to the following conditions:

1. The temporary construction staging area shall only be used in association with the canal restoration project for Canal #277 on Big Pine Key.

2. The expected commencement date of the temporary construction staging area is February 1, 2016. The termination date of the temporary construction staging area shall be no later than February 1, 2017.

3. Other than fencing, no temporary structure associated with the temporary construction staging area shall be located in any required setback.

4. Upon termination of the temporary construction staging area, the property shall be restored to its prior condition.

AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS of Monroe County, Florida, at a regular meeting held on the 20th of January, 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

Approved as to Form and Legal Sufficiency

_____
Assistant County Attorney

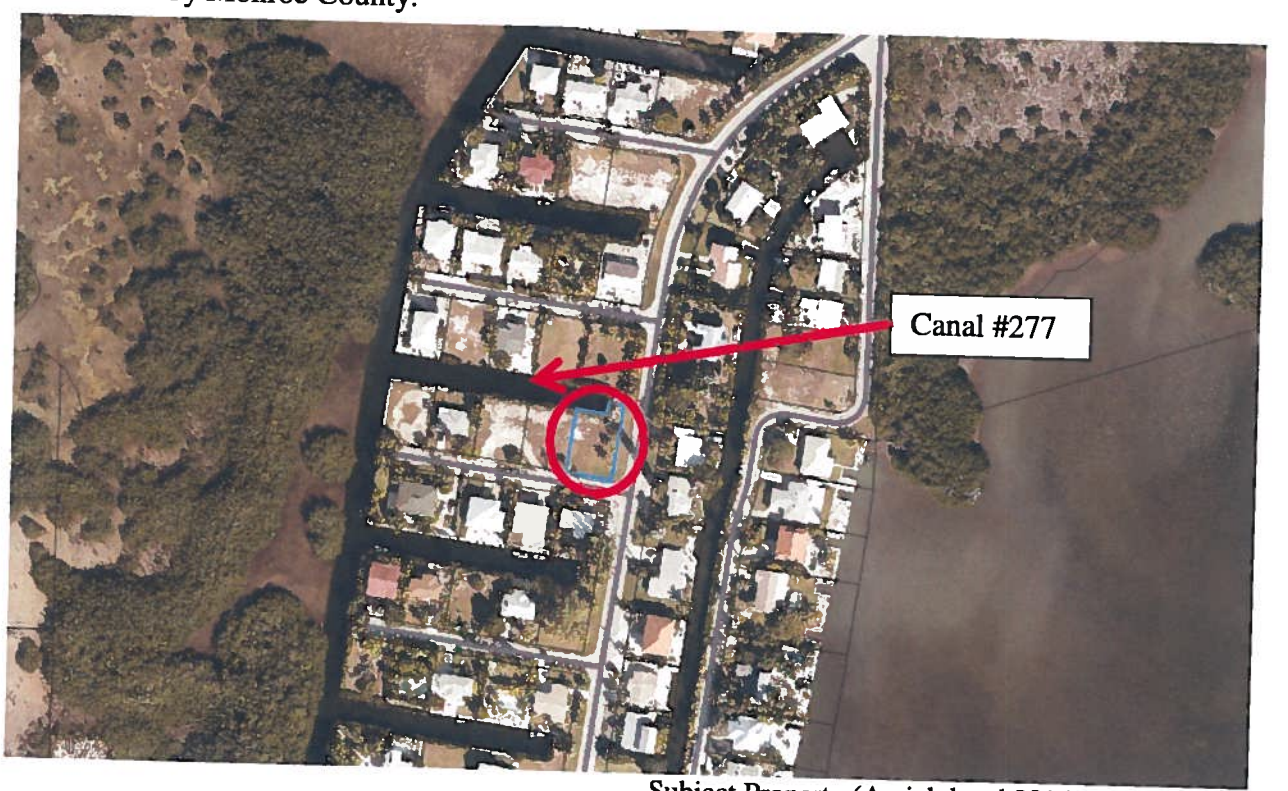
MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

To:	The Monroe County Board of County Commissioners
Through:	Christine Hurley, AICP, Assistant County Administrator Mayte Santamaria, Senior Director of Planning & Environmental Resources
From:	Matthew Coyle, AICP, Principal Planner
Date:	December 21, 2015
Subject:	*A public hearing to consider approval of a special permit allowing a temporary construction staging area at property located at Killdeer Lane, Big Pine Key (Real Estate #00313940.000000), related to a canal restoration project (Canal #277)*
Meeting:	**January 20, 2016**

I REQUEST:

The applicant has requested a special permit to utilize the subject property for a temporary construction staging area. The staging area would facilitate a canal restoration project being carried out by Monroe County.



Subject Property (Aerial dated 2015)

II BACKGROUND INFORMATION:

Location: Big Pine Key, mile marker 31 (Florida Bay side of US 1)
Address: Killdeer Lane, Big Pine Key
Legal Description: Block 8, Lot 10, Tropical Bay 3rd Addition (Plat Book 5, Page 81)
Real Estate (RE) Numbers: 00313940.000000
Property Owner/Applicant: Joseph & Evelyn Rambo
Agent: Greg Corning, Amec Foster Wheeler
Size of Site: 8,000 SF (0.18 acres) per Monroe County GIS
Land Use District: Improved Subdivision – Masonry (IS-M)
Future Land Use Map (FLUM) Designation: Residential Medium (RM)
Tier Designation: Tier II
Flood Zone: AE – EL 9
Existing Use: Vacant
Existing Vegetation/Habitat: Scarified with landscaping
Community Character of Immediate Vicinity: Single family residential

III REVIEW OF APPLICATION:

The BOCC has the authority to approve temporary construction staging areas in accordance with MCC §6-3. A special permit may be granted by resolution by the BOCC to allow a property to be used as a construction staging area for an off-site project. The BOCC shall hold a public hearing on the request for a temporary construction staging area and shall issue a resolution granting, granting with conditions or denying the request. The resolution shall take effect on the date of enactment by the BOCC.

Applicability. A temporary construction staging area for an off-site project is a permitted activity in any land use (zoning) district, provided it is approved by a special permit and meets the criteria set forth in MCC §6-3. This special permit shall approve the temporary construction staging area location and use and shall not override or substitute for any other provision of the Florida Building Code and Monroe County Code that require an additional type of building permit, certification or approval.

Criteria. Approval of such a special permit shall be granted only if the following criteria are met:

(1) The temporary construction staging area shall serve a project being carried out in the vicinity of the construction staging area: *In compliance.*

The proposed staging area is adjacent to the canal (Canal #277) which is subject to the canal restoration project.

(2) The temporary construction staging area shall serve a project being carried out by a governmental agency: *In compliance.*

The canal restoration project is being carried out by Monroe County, Florida.

(3) The temporary construction staging area shall not be located in a tier I designated area: *In compliance.*

The proposed staging area would be located on a property that is in a tier II designated area.

(4) The property subject to the request shall be posted and surrounding property owners within 300 feet shall be notified in writing at least 15 days prior to the BOCC public hearing, with the notice located so it shall be easily visible from all public streets and public ways abutting the property: *Compliance to be determined prior to public hearing.*

Planning & Environmental Resources Department staff shall carry out the notification as required.

(5) Prior to establishment of the temporary construction staging area, a special building permit approving any associated temporary structure shall be issued in accordance with MCC §6-112: *In compliance.*

The proposed staging area will not have any structure requiring a building permit.

(6) No clearing or filling shall occur to accommodate the temporary construction staging area: *In compliance.*

The proposed staging area would be located on a property that is predominately scarified. No clearing or filling shall occur to accommodate the staging area.

(7) Other than fencing, no temporary structure associated with a temporary construction staging area shall be located in any required setback: *In compliance.*

According to the plans submitted with the application, other than fencing, no structure or storage would be located in a required setback.

(8) The temporary construction staging area shall be compatible with existing uses on surrounding properties, as determined by the BOCC. If necessary, prior to issuance of a special permit allowing the temporary construction staging area, the board may attach conditions to any special permit approval to a) avoid substantial harm to public health or safety; b) avoid substantial harm to, or impairment of the normal use of, a public place; and/or c) avoid substantial harm to the environment. Depending on the nature and anticipated duration of the use, as a condition of approval to the special permit, the board reserves the right to: a) Provide a deadline for termination of the construction staging area; b) Limit the hours of operation; c) Limit the type of equipment and materials on the site; d) Require fencing, landscaping and/or other screening to limit potential visual and noise impacts of the use on adjacent property owners; and e) Require surface water management improvements to the affected site: *In compliance.*

The BOCC reserves the right to attach such conditions to any special permit approval at the January 20, 2016 public hearing.

(9) The property shall be restored to its prior condition: *Compliance to be determined upon termination of the staging area.*

IV RECOMMENDATION:

The Planning & Environmental Resources Department recommends approval.

RECEIVED
NOV 12 2015
MONROE CO. PLANNING DEPT

APPLICATION

MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

Request for a Temporary Construction Staging Area Special Use Permit

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 by BOCC.

Temporary Construction Staging Area Special Use Permit Application Fee: $529.00

Date of Submittal: 11 / 10 / 2015
Month / Day / Year

Applicant/Agent Authorized to Act for the Property Owner:

Greg Corning, Amec Foster Wheeler	Greg Corning, Amec Foster Wheeler
Applicant (Name of Person, Business / Organization)	Name of Person Submitting this Application
5845 NW 158th Street, Miami Lakes, FL 33014	
Mailing Address (Street, City, State and Zip Code)	
(314) 920-8359	Greg.Corning@amecfw.com
Daytime Phone	Email Address

Property Owner of Construction Staging Area Property:

Joseph and Evelyn Rambo	Evelyn Rambo
(Name/Entity)	Contact Person
10677 Baldwin Road, Bridgman, MI 49106-9724	
Mailing Address (Street, City, State and Zip Code)	
269-465-5561	
Daytime Phone	Email Address

Location and Legal Description of Construction Staging Area Property:
(If in metes and bounds, attach legal description on separate sheet)

8	10	Tropical Bay	Big Pine Key
Block	Lot	Subdivision	Key
00313940-000000		1387461	
Real Estate (RE) Number		Alternate Key Number	
Corner Watson Blvd. & Killdeer Lane		31	
Street Address (Street, City, State, Zip Code)		Approximate Mile Marker	

Location and Legal Description of Project Property:
(If in metes and bounds, attach legal description on separate sheet)

Project is located on 4 properties (see details in Project Description) in Tropical Bay Subdivision, Big Pine Key

Block	Lot	Subdivision	Key

Real Estate (RE) Number	Alternate Key Number
Watson Blvd. between Warbler and Killdeer Lanes	31
Street Address (Street, City, State, Zip Code)	Approximate Mile Marker

Governmental Agency Involved in Project: Monroe County Sustainability Department
Please note that the temporary construction staging area may only serve a project being carried out by a governmental agency.

Land Use District Designation of Construction Staging Area Property: M1EC - End Canal

Tier Designation of Construction Staging Area Property: Tier 2 Transitional and Sprawl
Please note that a temporary construction staging area may not be located in a tier I designated area.

Present Land Use of Construction Staging Area Property: vacant lot

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)

- ☑ Completed application form
- ☑ Proof of ownership (i.e. Warranty Deed)
- ☑ Current property record card(s) from the Monroe County Property Appraiser
- ☑ Photograph(s) of site from adjacent roadway
- ☑ Written description of project, including:
  - The commencement and termination dates of the construction staging area;
  - The hours of operation;
  - The types of equipment and materials to be stored within the construction staging area;
  - Any proposed fencing, landscaping and/or other screening; and
  - Any proposed surface water management improvements

  Please note that no clearing or filling shall occur to accommodate the temporary construction staging area.
- ☑ Construction Management Plan, stating how impacts on near shore water and surrounding property will be managed (i.e. construction barriers, hay bales, flagging)
- ☑ Site Plan
- ☑ Typed name and address mailing labels of all property owners within a 300 foot radius of the property. This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 300 foot radius, each unit owner must be included
- ☑ Radius report from Monroe County Property Appraiser supporting the required labels

If applicable, the following must be submitted in order to have a complete application submittal:

- ☑ Notarized Agent Authorization
- ☐ Boundary Survey

- ☐ Vegetation Survey
- ☐ Landscape Plan
- ☐ Stormwater/ Surface Water Management Plan

If deemed necessary to complete a full review of the application, the Planning & Environmental Resources Department reserves the right to request additional information.

* * * * * * *

I, the Applicant, 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: _____ **Date:** 11/13/15

Sworn before me this 13 day of November 2015

JENSINA SALAZAR
Notary Public, State of Florida
Commission# FF 190758
My comm. expires Jan. 19, 2019

Jensina Salazar
Notary Public
My Commission Expires January 19, 2019

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.

10/23/15

(Date)

I hereby authorize Greg Corning, Amec Foster Wheeler be listed as authorized agent

(Name of Agent)

for Evelyn M. Rambo for the application submittal for

(Name of Property Owner(s) the Applicant(s))

Property described as Lot: 10, Block 8,

Subdivision: Tropical Bay Estates, Key (island): Big Pine Key

and Real Estate number: 00313940-000000.

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated.

The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Authorization is needed from each owner of the subject property. Therefore, one or more authorization forms must be submitted with the application if there are multiple owners.

Evelyn M. Rambo

Property Owner(s) Signature

Evelyn M. Rambo

Printed Name of Owner(s)

NOTARY:

~~STATE OF FLORIDA~~ Michigan

~~COUNTY OF MONROE~~ Berrien

The foregoing instrument was acknowledged before me this 4 **day of** November, 2015.

Evelyn M. Rambo **is** ____ **personally known** ____ **produced identification**

Drivers License **Type of Identification), did / did not take an oath.**

Pamela D. Hohaj

Notary

10/23/15

(Date)

I hereby authorize Greg Corning, Amec Foster Wheeler be listed as authorized agent

(Name of Agent)

for Joseph J. Rambo for the application submittal for

(Name of Property Owner(s) the Applicant(s))

Property described as Lot: 10, Block 8,

Subdivision: Tropical Bay Estates, Key (island): Big Pine Key

and Real Estate number: 00313940-000000.

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated.

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Note: Authorization is needed from each owner of the subject property. Therefore, one or more authorization forms must be submitted with the application if there are multiple owners.

Joseph J Rambo

Property Owner(s) Signature

Joseph J. Rambo

Printed Name of Owner(s)

NOTARY:

~~STATE OF FLORIDA~~ Michigan

~~COUNTY OF MONROE~~ Berrien

The foregoing instrument was acknowledged before me this 4 day of November, 20 15.

Joseph J. Rambo is ____ personally known ____ produced identification

(Driver's License Type of Identification), did / did not take an oath.

Pamela D. Hahaj

Notary

Culvert Installation - Canal #277 Tropical Bay Estates, Big Pine Key, FL
Vacant Lot 10 Corner of Watson Boulevard and Killdeer Lane
Rambo Property Proposed Staging Area

Description of Project: This project is part of the Water Quality Improvement Program being funded by Monroe County for Canal Restoration Demonstrations. The Project includes the installation of a circular culvert across State Road 4a (Watson Blvd.) that will hydrologically connect two segments of Monroe County Canal #277. The purpose of the culvert is to partially restore the natural tidal flow into the back ends of canal system and increase the dissolved oxygen levels in the canal water. The top elevation of the culvert is at -3.5 NAVD88 which will remain submerged at low tide. The invert elevation will be -8.5 NAVD88. The culvert will be 60 inch circular concrete reinforced pipe that will extend 200 linear feet connecting the small finger canal located between Warbler and Killdeer Lanes under Watson Blvd to the main canal finger that runs parallel to Watson Blvd. Portions of the culvert will be placed on four different parcels all within Tropical Bay Estates MM 31 as follows:

RE #	Alternate Key #	Block	Lot	Owner	Address
00313940-000000	1387461	8	10	Joseph and Evelyn Rambo Living Trust	Vacant lot
00313950-000000	1387479	9	1	Michael and Nancy Bloch	Vacant Lot
00312780-000000	1386260	-	19 and 20	Michael and Nancy Bloch	1757 Watson Blvd Big Pine Key
N/A	N/A	N/A	N/A	Monroe County	Watson Blvd. Right of Way

Commencement and Termination Dates of Construction Staging Area: February 2016 through June 2016

Hours of Operation: 8 AM – 6 PM Monday through Friday

Types of Equipment and Materials to be stored in Staging Area:

1. Concrete pipe
2. Backfill materials
3. Miscellaneous construction materials

Additionally, trucks and other equipment will need to enter the property to place and remove the materials but will not be stored on site.

Proposed Fencing, Screening or Landscaping: A temporary construction fence consisting of 6 foot high chain link fence with canvas privacy screening will be placed around the perimeter of the staging area.

Any Proposed Surface Water Management Improvements: The Contractor will be required to implement best management practices within the staging area to control all storm water runoff. The Contractor will provide a final Erosion and Sediment Control plan based upon the Sediment and Erosion Control Plan presented on the Design Drawings. The final Erosion and Sediment Control plan will be sent to Monroe County and Engineer of Record for review/approval before commencement of construction activities.

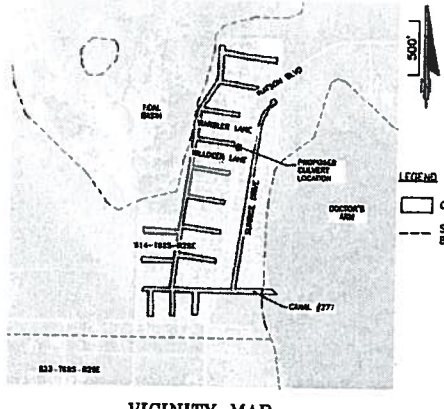
Current Vegetation: The proposed staging area is currently sodded with Bahia grass. Other portions of the property outside the staging area are comprised of both trees and shrubs. This includes a managed hedge row along the canal comprised of buttonwoods, black mangroves, and red mangroves. There are currently six coconut palms growing near the edge of the property. In addition to the native species, a Brazilian pepper is currently growing beneath one of the 6 coconut palms. Use of the construction staging area will not impact any of the trees or shrubs.

GENERAL SCOPE OF SITE WORK
FOR
DESIGN, PERMITTING AND CONSTRUCTION
OF
CANAL 277 CULVERT RESTORATION
MONROE COUNTY, BIG PINE KEY, FLORIDA

LOCATED IN
SECTION 14 TOWNSHIP 66 SOUTH, RANGE 29 EAST
MONROE COUNTY, FLORIDA

SHEET INDEX

C100	COVER SHEET
C110	GENERAL NOTES
C210	EXISTING SITE PLAN
C220	PROPOSED SITE PLAN
C230	PROPOSED EROSION AND SEDIMENT CONTROL PLAN
C240	PROPOSED DEWATERING PLAN
C250	PROPOSED MAINTENANCE OF TRAFFIC PLAN
C310	DETAILED GRADING SITE PLAN
C410	DESIGN DETAILS I



VICINITY MAP

SUNSHINE STATE ONE CALL OF FLORIDA
CALL BEFORE YOU DIG
1-800-432-4770

1. CALL 1-800-432-4770 TWO FULL BUSINESS DAYS (BUT NOT MORE THAN FIVE) BEFORE DIGGING TO FIND OUT WHERE BURIED FACILITIES (ELECTRIC, GAS, TELECOMMUNICATIONS, CABLE WATER, SEWER) ARE LOCATED.
2. WAIT THE REQUIRED TIME FOR THE UTILITIES ON SITE TO BE LOCATED AND MARKED WITH COLOR-CODED PAINT, FLAGS OR STAKES AND CONFIRM THAT THE SITE HAS BEEN LOCATED.
3. RESPECT AND PROTECT THE MARKS DURING THE PROJECT. IF MARKS ARE DESTROYED, REQUEST A NEW LOCATE TICKET.
4. DIG SAFELY, USING EXTREME CAUTION WHEN DIGGING WITHIN 24 INCHES ON EITHER SIDE OF THE MARKS TO AVOID HITTING THE BURIED UTILITY LINES.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

GOVERNING SPECIFICATIONS:
THE PROJECT DEVELOPMENT CODE,
PART 1 AND 2 MONROE COUNTY PUBLIC WORKS MANUAL DATED SEPTEMBER 1883;
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS 2010;
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP);
SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD);
UNITED STATES ARMY CORPS OF ENGINEERS (USACE);
IN THE EVENT OF A CONFLICT, THE MOST RESTRICTIVE APPLIES.

PLANS PREPARED BY

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE AMERICAS
3845 NW 158TH STREET
MIAMI LAKES, FLORIDA 33014
TEL:(305) 818-8414 FAX (305) 826-1799
WEBSITE: www.amec.com
E-MAIL Stephen.Hanke@amec.com
ENGINEER OF RECORD Stephen Hanke, P.E (FL 72253)

DEVELOPER

MONROE COUNTY

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE AMERICAS
3845 NW 158TH STREET
MIAMI LAKES, FL 33014
TEL: (305) 818-8888

ENGINEER OF RECORD
STEPHEN HANKE
FL PE #72253

PROJECT
CANAL 277 BIG PINE KEY TROPICAL BAY ESTATES CULVERT DESIGN AND PERMITTING

APPLICANT

AMEC PROJECT No.
6183-14-0014

NO.	DATE	BY	DESCRIPTION
	08/24/15	GMC	INITIAL

DRAWN BY	MC / SH / GMC
CHECKED BY	GMC
APPROVED BY	SH
DATE	08/24/2015

SHEET TITLE
COVER SHEET

SHEET NUMBER	REV #
C100	
SHEET 1 OF 9 SHEETS	

NOTES:

A. GENERAL

1. PROPERTY OWNER'S NAME AND ADDRESS.

CANAL #277
MICHAEL BLOCH
1757 WATSON BLVD
BIG PINE KEY, FL 33043
PARCEL ID# 00313350-000000 & 00312780-000000

JOSEPH AND EVELYN RAMBO LIVING TRUST
10677 BALDWIN ROAD
BRIDGMAN, MI 48106-9724
PARCEL ID# 00313840-000000

WATSON BLVD AND RIGHT OF WAY
MONROE COUNTY PUBLIC WORKS & ENGINEERING
ROADS & BRIDGES
1100 SIMONTON STREET
KEY WEST, FL 33040
PARCEL ID# NA

PROJECT LOCATION: LAT: 24°41'43.16" N LONG: 81°21'25.82" W

DESCRIPTION: THE INTENT OF THE PROJECT IS TO INCREASE THE WATER QUALITY OF CANAL 277 BY ALLOWING THE INCOMING TIDAL FLOWS FROM THE NEAR SHORE WATERS OF THE ATLANTIC TO MIGRATE THROUGH THE SECTION OF CANAL 277 BETWEEN WATSON BLVD AND SUNRISE DRIVE AND INTO THE TIDAL BASIN TO THE NORTHWEST. FIELD OBSERVATIONS INDICATE THAT FLOATSAM ACCUMULATION IN THE TARGET SECTION OF CANAL 277 DOES NOT OCCUR, AND THAT A PARTIALLY SUBMERGED CULVERT TO ALLOW FLOW THROUGH OF FLOATSAM IS NOT NECESSARY. ADDITIONALLY, A CULVERT CROSSING SUNRISE DRIVE WAS CONSIDERED, HOWEVER IT WAS DETERMINED BY FIELD OBSERVATION THAT THE LEVEL OF FLOATSAM ACCUMULATION ON THE SHORELINE WOULD PREVENT ACHIEVEMENT OF THE PROJECT GOALS. A HYDRAULIC EVALUATION OF THE PROPOSED CULVERT INDICATES THAT THE WATER BODY TURNOVER RATE IN THE TARGET SECTION OF CANAL 277 COULD BE INCREASED BY APPROXIMATELY 10.7 TIMES BY THE PROPOSED PROJECT. THE HYDRAULIC EVALUATION ALSO INCLUDED THE POTENTIAL BENEFIT OF AN ADDITIONAL CULVERT BETWEEN FALCON LANE AND HERON LANE, HOWEVER THE EVALUATION DETERMINED THAT INSUFFICIENT BENEFIT WAS PROVIDED BY THE ADDITIONAL CULVERT TO WARRANT INSTALLATION.

2. THE TYPES OF SOIL DISTURBANCE ACTIVITIES INCLUDE: DEWATERING, GRADING AND EXCAVATING

3. CONSTRUCTION AND DEMOLITION DEBRIS SHOULD BE REMOVED FROM THE SITE AND DISPOSED ACCORDING TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CHAPTER 62-701.

4. SEQUENCE OF MAJOR ACTIVITIES.
   (1) INSTALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND MAINTAIN THROUGHOUT PROJECT
   (2) CONSTRUCT STAGING AREAS
   (3) INSTALL COFFERDAM AND TRASH PUMP
   (4) EXCAVATE MATERIAL FROM THE SHORE AND REMOVE UNSUITABLE MATERIAL FROM THE SITE.
   (5) CONSTRUCT FEATURES ACCORDING TO ENGINEERING DESIGN PLANS AND TECHNICAL SPECIFICATIONS
   (6) STABILIZE AREAS AS NEEDED.
   (7) OBTAIN FINAL APPROVAL, REMOVE EROSION AND SEDIMENTATION CONTROLS AND STABILIZE ANY AREA DISTURBED BY THEIR REMOVAL.

5. AREA ESTIMATES: TOTAL PARCEL BOUNDARY = 0.32 ± ACRES.

6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DEVELOP AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH BOTH THE EPA NPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, THE FDEP GENERIC PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES AND ALL OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS.

7. MONROE COUNTY AND THE CONTRACTOR SHALL HAVE A PRE-CONSTRUCTION MEETING TO DISCUSS THE COMPLEXITY AND POTENTIAL PUBLIC CONCERNS WITH THE PROJECT.

8. COORDINATES & ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD83/11) WITH VALUES EXPRESSED IN U.S. SURVEY FEET, FLORIDA STATE PLANE COORDINATE SYSTEM (FSPCS) EAST ZONE 901, AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), RESPECTIVELY. BASED ON NATIONAL GEODETIC SURVEY ONLINE POSITIONING USER SERVICE (OPUS) TIED TO TIDAL BENCH MARK "872 4193 E TIDAL"

872 4193 E TIDAL: THE STATION IS LOCATED ON NO NAME KEY AT THE EAST END OF THE WATSON BLVD BRIDGE OVER BOGIE CHANNEL IN MONROE COUNTY, FLORIDA. TO REACH THE STATION FROM THE INTERSECTION U.S. 1 AND C.R. 940 (KEY DEER BLVD.) ON BIG PINE KEY, GO NORTHWEST ON C.R. 940 FOR 1.7 MI (2.7 KM) TO THE INTERSECTION WITH WATSON BLVD., TURN RIGHT AND GO EAST ON WATSON BLVD FOR 2.25 MI (3.62 KM) TO THE EAST END OF THE BRIDGE ACROSS BOGIE CHANNEL AND THE STATION ON THE LEFT. THE STATION LIES IN THE NORTHEAST CORNER OF THE BRIDGE. THE STATION IS FLORIDA S.R.D. BENCHMARK DISC SET IN THE CONCRETE SIDEWALK OF THE BRIDGE, STAMPED "4193 E" REFERENCES, X-CUT, SET IN A CONCRETE BRIDGE RAIL, MAGNETIC AZIMUTH OF 294° AT 9.49 FT (2.89 M). X-CUT, SET IN A CONCRETE BRIDGE RAIL, MAGNETIC AZIMUTH OF 57° AT 6.35 FT (1.94 M), KEITH AND SCHNARS NAIL AND DISC, SET IN ASPHALT PAVEMENT, MAGNETIC AZIMUTH OF 187° AT 14.60 FT (4.45 M), SET CARSONITE WITNESS POST, MAGNETIC AZIMUTH OF 33° AT 1.95 FT (0.59 M).
FSPCS N: 132,627.42' E: 542,812.76' ELEVATION: 8.94'.

9. ANY MATERIAL TO BE STOCKPILED FOR PERIODS GREATER THAN 24 HOURS SHALL BE PROTECTED BY THE APPROPRIATE EROSION CONTROL MEASURES.

10. THE CONTRACTOR IS ALERTED TO THE PRESENCE OF OVERHEAD WIRES AND POLES IN THE AREA. THE METHOD OF CONSTRUCTION FOR THESE LOCATIONS MUST COMPLY WITH OSHA SAFETY STANDARDS. THE CONTRACTOR SHALL INSPECT THESE SITES AND WILL BE RESPONSIBLE FOR DETERMINING WHAT METHOD OF PREPARATION AND INSTALLATION WILL BE USED TO COMPLY WITH THESE REQUIREMENTS. THE METHOD OF PREPARATION AND INSTALLATION MUST HAVE THE ENGINEER'S AND UTILITY OWNER'S APPROVAL. ALL COSTS AREA INCLUDED IN THE PROJECT'S SCOPE OF WORK. ADDITIONAL COMPENSATION WILL NOT BE ALLOWED.

11. ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD.

12. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER OF RECORD.

13. PAVEMENT MARKINGS, RPMS PLACEMENT, AND SIGN ASSEMBLIES SHALL CONFORM WITH FDOT STANDARDS, AND MONROE COUNTY PUBLIC WORKS STANDARDS.

B. TEMPORARY EROSION AND SEDIMENT CONTROL

1. CONTRACTOR SHALL INSTALL PRIOR TO AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATIONS.

2. ALL WADDLES AND TURBIDITY BARRIERS MUST BE PLACED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL WADDLES AND TURBIDITY BARRIERS ARE INSTALLED.

3. WADDLES AND TURBIDITY BARRIERS ARE TO BE PLACED AS SHOWN AND/OR DIRECTED BY ENGINEER.

4. EROSION CONTROL MEASURES WILL BE INSPECTED AT LEAST DAILY, AFTER EACH RAIN AND REPAIRED BY THE GENERAL CONTRACTOR. CLEAN OUT OF SEDIMENT CONTROL STRUCTURES WILL BE PERFORMED BY THE CONTRACTOR WHEN SEDIMENT HAS ACCUMULATED TO ONE-THIRD (1/3) OF THE HEIGHT OF THE INDIVIDUAL STRUCTURE FOR TEMPORARY SEDIMENT BASINS & RETROFITTED DETENTION PONDS, ONE-HALF (1/2) FULL FOR SILT FENCE, TURBIDITY BARRIERS, CHECK DAMS, ROCK FILTER DAMS, AND INLET SEDIMENT TRAPS.

5. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING SEDIMENT AND EROSION CONTROL MEASURES TO PROVIDE OPTIMUM SEDIMENT AND EROSION CONTROL. SEDIMENT AND EROSION CONTROL MEASURES SHALL COMPLY WITH STATE OF FLORIDA EROSION AND SEDIMENT CONTROL MANUAL, DATED JULY 2013.

6. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION OF MONROE COUNTY DESIGNATED REPRESENTATIVE.

7. THE CONTRACTOR SHALL PROTECT ANY EXISTING DITCHES, WETLAND VEGETATION, STORM DRAIN PIPES, AND INLETS IN THE VICINITY OF WORK TO BE PERFORMED FROM DAMAGE OR SILTATION, WHETHER OR NOT SPECIFICALLY IDENTIFIED IN THE PLANS.

8. EROSION CONTROL MEASURES DESCRIBED SHALL BE MAINTAINED UNTIL PERMANENT DRAINAGE FACILITIES HAVE BEEN RECONSTRUCTED AND GRASS ON PLANTED SLOPES IS SUFFICIENTLY ESTABLISHED TO BE AN EFFECTIVE EROSION DETERRENT.

9. ALL GRASSING SHALL BE IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.

10. CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD INTO PUBLIC STREETS. IF TRACKING OR FLOW OF MUD OCCURS, CONTRACTOR SHALL CONSTRUCT A SOIL TRACKING PREVENTION DEVICE IN ACCORDANCES WITH FDOT DESIGN STANDARD 2010, INDEX NO. 106.

11. TEMPORARY PROTECTION DEVICES MUST BE MAINTAINED UNTIL PROJECT COMPLETION OR VEGETATION MEASURES ARE ESTABLISHED.

12. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES UPON ESTABLISHMENT OF PERMANENT VEGETATION OR PROJECT COMPLETION.

13. WADDLES AND TURBIDITY BARRIERS SHALL MEET THE REQUIREMENTS OF FDOT DESIGN STANDARDS 2010, INDEX NO. 102 AND 103.

14. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONTROL OF EROSION WITHIN THE WORK SITE AND PREVENTION OF SEDIMENTATION OF ANY ADJACENT OR DOWNSTREAM WATERWAYS. THE EROSION AND SEDIMENTATION CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS. THE CONTRACTOR'S METHODS OF OPERATION MAY DICTATE ADDITIONAL EROSION AND SEDIMENTATION CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING AND INSTALLING ADDITIONAL MEASURES.

15. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 20 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

16. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.

17. NOTIFY APPROPRIATE MONROE COUNTY REPRESENTATIVE 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

18. THE CONTRACTOR SHALL BE SOLEY RESPONSIBLE FOR ENSURING ALL PERMIT REQUIREMENTS FOR TURBIDITY ARE MET. THE TURBIDITY LEVELS OUTSIDE THE CANAL (OUTSTANDING FLORIDA WATERS) SHALL NOT EXCEED 0 NTU'S ABOVE BACKGROUND. THE TURBIDITY MONITORING WILL BE PERFORMED BY MONROE COUNTY REPRESENTATIVE AND SHALL BE LOGGED DURING IN WATER WORK.

C. DEWATERING

1. DEWATERING ACTIVITIES SHALL ADHERE TO THE CONSTRUCTION PLAN SHEET C240 AND SFWMD WATER USE PERMIT

2. SEE TECHNICAL SPECIFICATIONS FOR ADDITIONAL INFORMATION AND SHEET C240 FOR DEWATERING SCHEDULE AND LAYOUT.

D. EXISTING INFRASTRUCTURE

1. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING EXISTING INFRASTRUCTURE THAT IS IMPACTED DURING CONSTRUCTION TO MATCH EXISTING CONDITIONS. SEE CONSTRUCTION PLAN SHEET C220 AND C310 FOR DETAILS.

E. EXISTING UTILITIES

1. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ALL PERTINENT UTILITIES COMPANIES 48 HOURS PRIOR TO DIGGING FOR LOCATION OF UNDERGROUND UTILITY LINES.

2. IN THE EVENT THE UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL RESTORE TO MATCH EXISTING CONDITIONS AND NOTIFY THE PERTINENT UTILITY COMPANY IMMEDIATELY.

amec foster wheeler
ENVIRONMENT & INFRASTRUCTURE AMERICAS
5845 NW 158 STREET
MIAMI LAKES, FL 33014
TEL (305) 826-5588

ENGINEER OF RECORD
STEPHEN HANKS
FL PE #72302

PROJECT:
CANAL 277 BIG PINE KEY TROPICAL BAY ESTATES CULVERT DESIGN AND PERMITTING

APPLICANT:

AMEC PROJECT No:
6783-14-2714

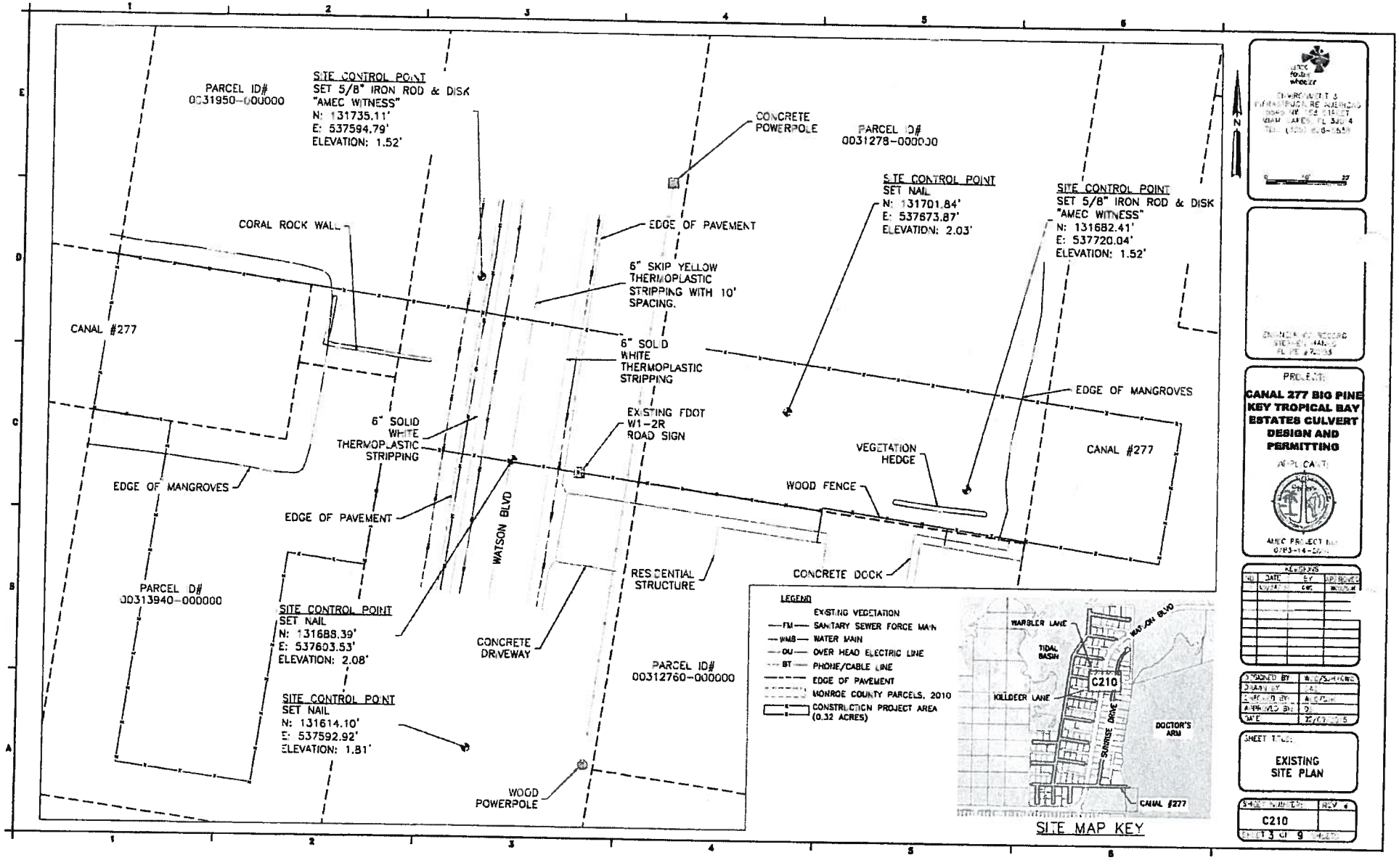
REVISIONS			
No.	DATE	BY	APPROVED
1	04/24/15	GNC	WCC/SJH

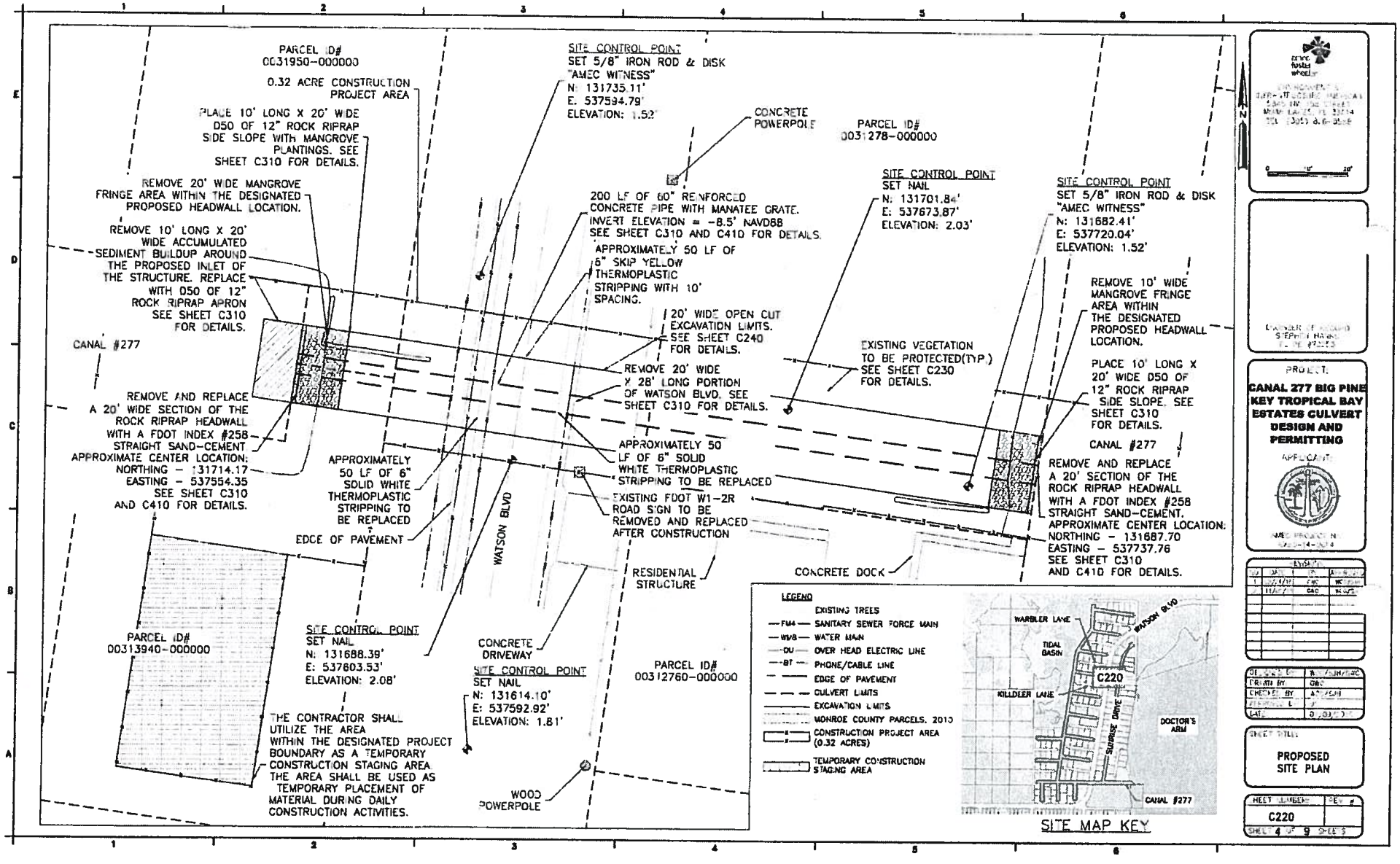
DESIGNED BY:	WCC/SJH/GNC
DRAWN BY:	GNC
CHECKED BY:	WCC/SJH
APPROVED BY:	DS
DATE:	02/03/2015

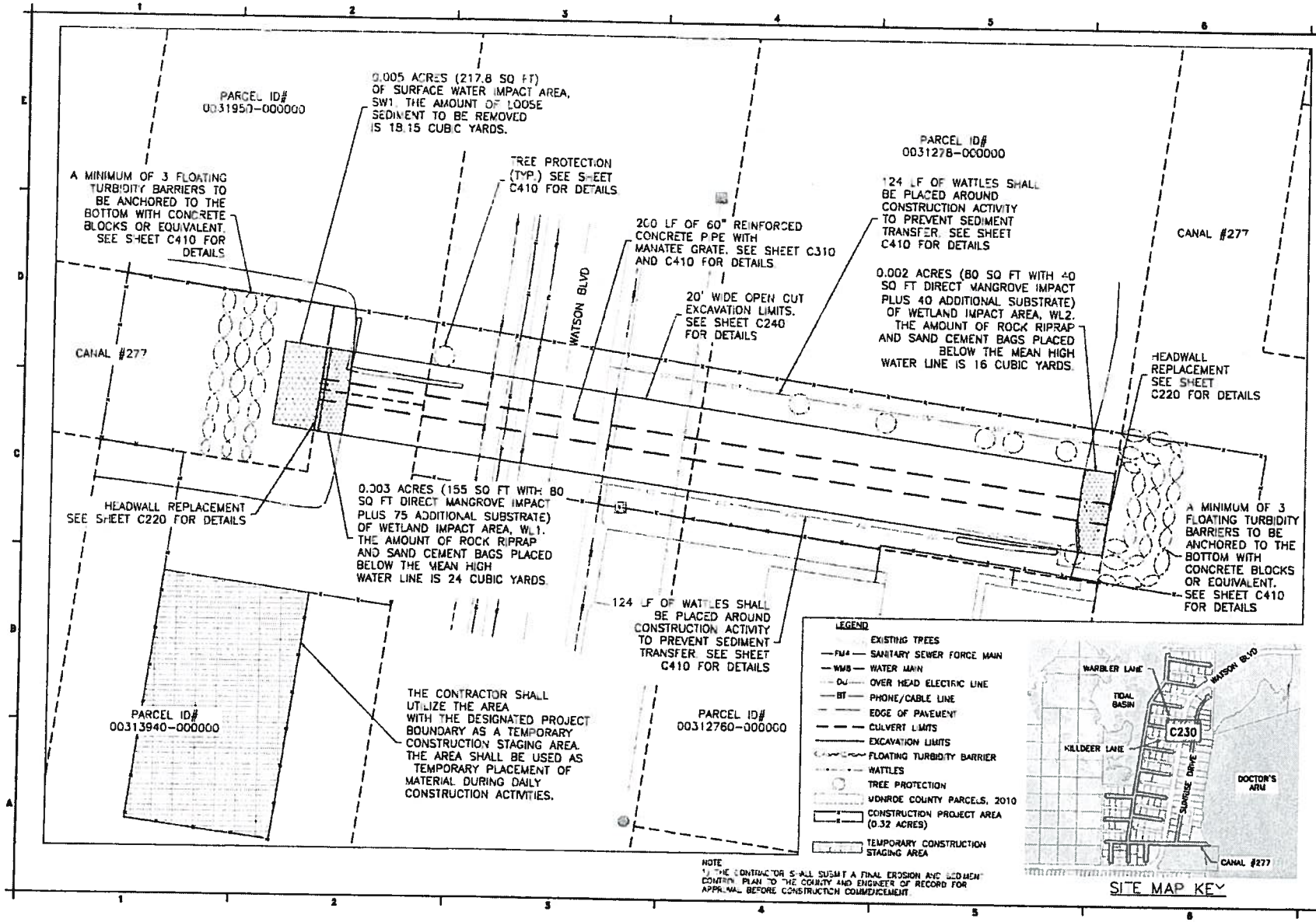
SHEET TITLE:
GENERAL NOTES

SHEET NUMBER	REV #
C110	

SHEET 2 OF 9 SHEETS


SITE CONTROL POINT
SET 5/8" IRON ROD & DISK
"AMEC WITNESS"
N: 131735.11'
E: 537594.79'
ELEVATION: 1.52'
PARCEL ID#
00319500-000000
CONCRETE POWERPOLE
PARCEL ID#
00312780-000000
SITE CONTROL POINT
SET NAIL
N: 131701.84'
E: 537673.87'
ELEVATION: 2.03'
SITE CONTROL POINT
SET 5/8" IRON ROD & DISK
"AMEC WITNESS"
N: 131682.41'
E: 537720.04'
ELEVATION: 1.52'
CORAL ROCK WALL
EDGE OF PAVEMENT
6" SKIP YELLOW THERMOPLASTIC STRIPPING WITH 10' SPACING.
CANAL #277
6" SOLID WHITE THERMOPLASTIC STRIPPING
EDGE OF MANGROVES
6" SOLID WHITE THERMOPLASTIC STRIPPING
EXISTING FDOT W1-2R ROAD SIGN
VEGETATION HEDGE
CANAL #277
WOOD FENCE
EDGE OF MANGROVES
EDGE OF PAVEMENT
WATSON BLVD
RESIDENTIAL STRUCTURE
CONCRETE DOCK
PARCEL ID#
00313940-000000
SITE CONTROL POINT
SET NAIL
N: 131688.39'
E: 537603.53'
ELEVATION: 2.08'
CONCRETE DRIVEWAY
PARCEL ID#
00312760-000000
SITE CONTROL POINT
SET NAIL
N: 131614.10'
E: 537592.92'
ELEVATION: 1.81'
WOOD POWERPOLE
LEGEND
EXISTING VEGETATION
FM SANITARY SEWER FORCE MAIN
WMB WATER MAIN
OU OVER HEAD ELECTRIC LINE
BT PHONE/CABLE LINE
EDGE OF PAVEMENT
MONROE COUNTY PARCELS, 2010
CONSTRUCTION PROJECT AREA (0.32 ACRES)
WARBLER LANE
WATSON BLVD
TIDAL BASIN
C210
KILLDEER LANE
SUNRISE DRIVE
DOCTOR'S ARM
CANAL #277
SITE MAP KEY
N
PROJECT:
CANAL 277 BIG PINE KEY TROPICAL BAY ESTATES CULVERT DESIGN AND PERMITTING
AMEC PROJECT NO.
NO. DATE BY APPROVED
DESIGNED BY
DRAWN BY
CHECKED BY
APPROVED BY
DATE
SHEET TITLE:
EXISTING SITE PLAN
SHEET NUMBER
C210
REV #
SHEET 3 OF 9


PARCEL ID# 00319500-000000
0.32 ACRE CONSTRUCTION PROJECT AREA
PLACE 10' LONG X 20' WIDE D50 OF 12" ROCK RIPRAP SIDE SLOPE WITH MANGROVE PLANTINGS. SEE SHEET C310 FOR DETAILS.
REMOVE 20' WIDE MANGROVE FRINGE AREA WITHIN THE DESIGNATED PROPOSED HEADWALL LOCATION.
REMOVE 10' LONG X 20' WIDE ACCUMULATED SEDIMENT BUILDUP AROUND THE PROPOSED INLET OF THE STRUCTURE. REPLACE WITH D50 OF 12" ROCK RIPRAP APRON SEE SHEET C310 FOR DETAILS.
CANAL #277
REMOVE AND REPLACE A 20' WIDE SECTION OF THE ROCK RIPRAP HEADWALL WITH A FDOT INDEX #258 STRAIGHT SAND-CEMENT APPROXIMATE CENTER LOCATION: NORTHING - 131714.17 EASTING - 537554.35 SEE SHEET C310 AND C410 FOR DETAILS.
APPROXIMATELY 50 LF OF 6" SOLID WHITE THERMOPLASTIC STRIPPING TO BE REPLACED
EDGE OF PAVEMENT
WATSON BLVD
SITE CONTROL POINT
SET 5/8" IRON ROD & DISK "AMEC WITNESS"
N: 131735.11'
E: 537594.79'
ELEVATION: 1.52'
CONCRETE POWERPOLE
PARCEL ID# 00312780-000000
200 LF OF 60" REINFORCED CONCRETE PIPE WITH MANATEE GRATE. INVERT ELEVATION = -8.5' NAVD88 SEE SHEET C310 AND C410 FOR DETAILS.
APPROXIMATELY 50 LF OF 6" SKIP YELLOW THERMOPLASTIC STRIPPING WITH 10' SPACING.
20' WIDE OPEN CUT EXCAVATION LIMITS. SEE SHEET C240 FOR DETAILS.
REMOVE 20' WIDE X 28' LONG PORTION OF WATSON BLVD. SEE SHEET C310 FOR DETAILS.
APPROXIMATELY 50 LF OF 6" SOLID WHITE THERMOPLASTIC STRIPPING TO BE REPLACED
EXISTING FDOT W1-2R ROAD SIGN TO BE REMOVED AND REPLACED AFTER CONSTRUCTION
RESIDENTIAL STRUCTURE
CONCRETE DOCK
SITE CONTROL POINT
SET NAIL
N: 131701.84'
E: 537673.87'
ELEVATION: 2.03'
EXISTING VEGETATION TO BE PROTECTED(TYP.) SEE SHEET C230 FOR DETAILS.
SITE CONTROL POINT
SET 5/8" IRON ROD & DISK "AMEC WITNESS"
N: 131682.41'
E: 537720.04'
ELEVATION: 1.52'
REMOVE 10' WIDE MANGROVE FRINGE AREA WITHIN THE DESIGNATED PROPOSED HEADWALL LOCATION.
PLACE 10' LONG X 20' WIDE D50 OF 12" ROCK RIPRAP SIDE SLOPE. SEE SHEET C310 FOR DETAILS.
CANAL #277
REMOVE AND REPLACE A 20' SECTION OF THE ROCK RIPRAP HEADWALL WITH A FDOT INDEX #258 STRAIGHT SAND-CEMENT. APPROXIMATE CENTER LOCATION: NORTHING - 131687.70 EASTING - 537737.76 SEE SHEET C310 AND C410 FOR DETAILS.
PARCEL ID# 00313940-000000
SITE CONTROL POINT
SET NAIL
N: 131688.39'
E: 537603.53'
ELEVATION: 2.08'
THE CONTRACTOR SHALL UTILIZE THE AREA WITHIN THE DESIGNATED PROJECT BOUNDARY AS A TEMPORARY CONSTRUCTION STAGING AREA. THE AREA SHALL BE USED AS TEMPORARY PLACEMENT OF MATERIAL DURING DAILY CONSTRUCTION ACTIVITIES.
CONCRETE DRIVEWAY
SITE CONTROL POINT
SET NAIL
N: 131614.10'
E: 537592.92'
ELEVATION: 1.81'
WOOD POWERPOLE
PARCEL ID# 00312760-000000
LEGEND
EXISTING TREES
FM4 SANITARY SEWER FORCE MAIN
W/8 WATER MAIN
OU OVER HEAD ELECTRIC LINE
BT PHONE/CABLE LINE
EDGE OF PAVEMENT
CULVERT LIMITS
EXCAVATION LIMITS
MONROE COUNTY PARCELS, 2010
CONSTRUCTION PROJECT AREA (0.32 ACRES)
TEMPORARY CONSTRUCTION STAGING AREA
WARBLER LANE
WATSON BLVD
TIDAL BASIN
C220
KILLDEER LANE
SURFSIDE DRIVE
DOCTOR'S ARM
CANAL #277
SITE MAP KEY
N
PROJECT:
CANAL 277 BIG PINE KEY TROPICAL BAY ESTATES CULVERT DESIGN AND PERMITTING
APPLICANT:
PROPOSED SITE PLAN
C220
SHEET 4 OF 9 SHEETS



PROJECT:
CANAL 277 BIG PINE KEY TROPICAL BAY ESTATES CULVERT DESIGN AND PERMITTING

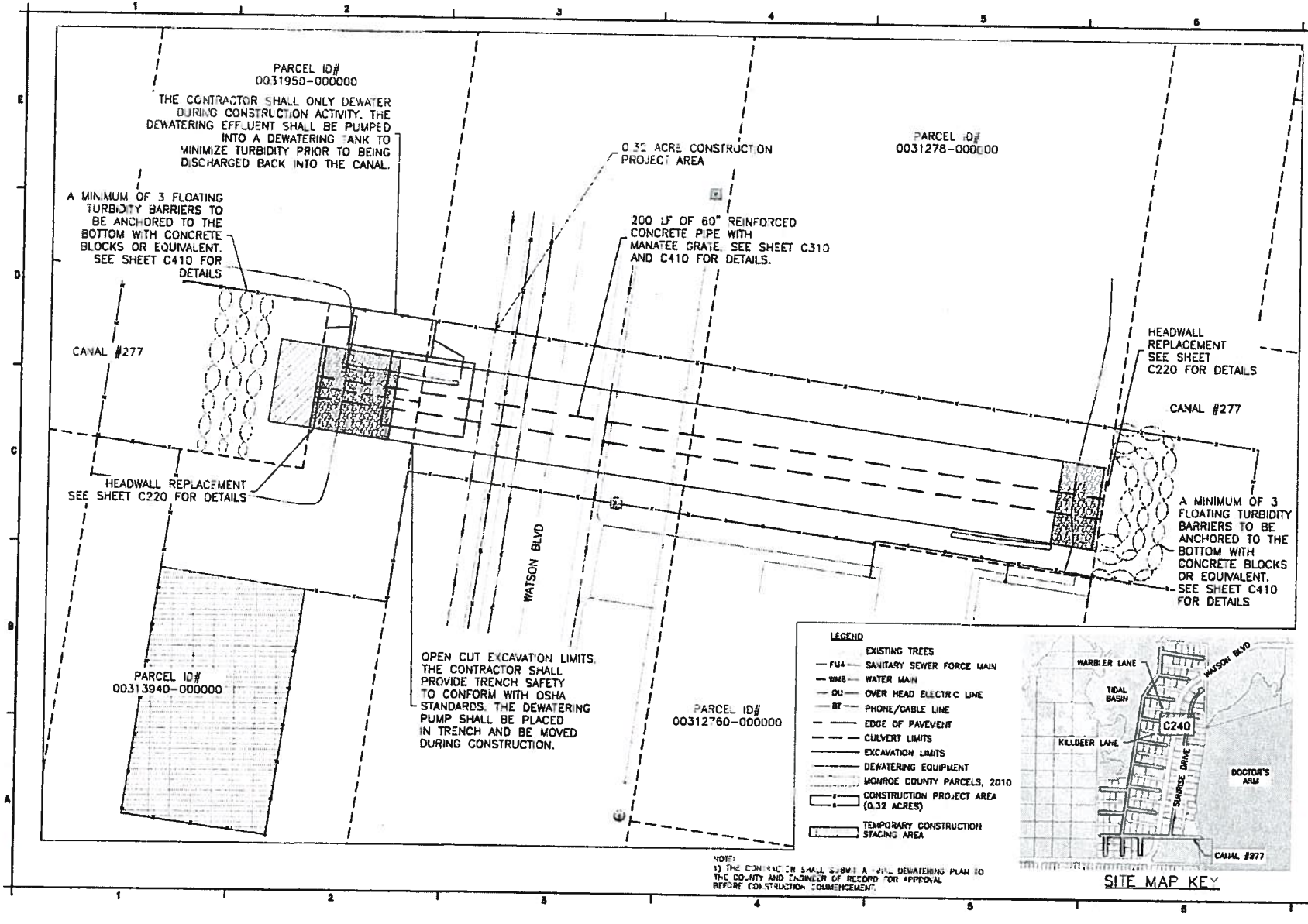
APPLICANT:

SHEET TITLE:
PROPOSED EROSION AND SEDIMENT CONTROL PLAN

SHEET NUMBER: C230

REV #:

SHEET 5 OF 9



PROJECT
CANAL 277 BIG PINE KEY TROPICAL BAY ESTATES CULVERT DESIGN AND PERMITTING

APPLICANT

KEYS

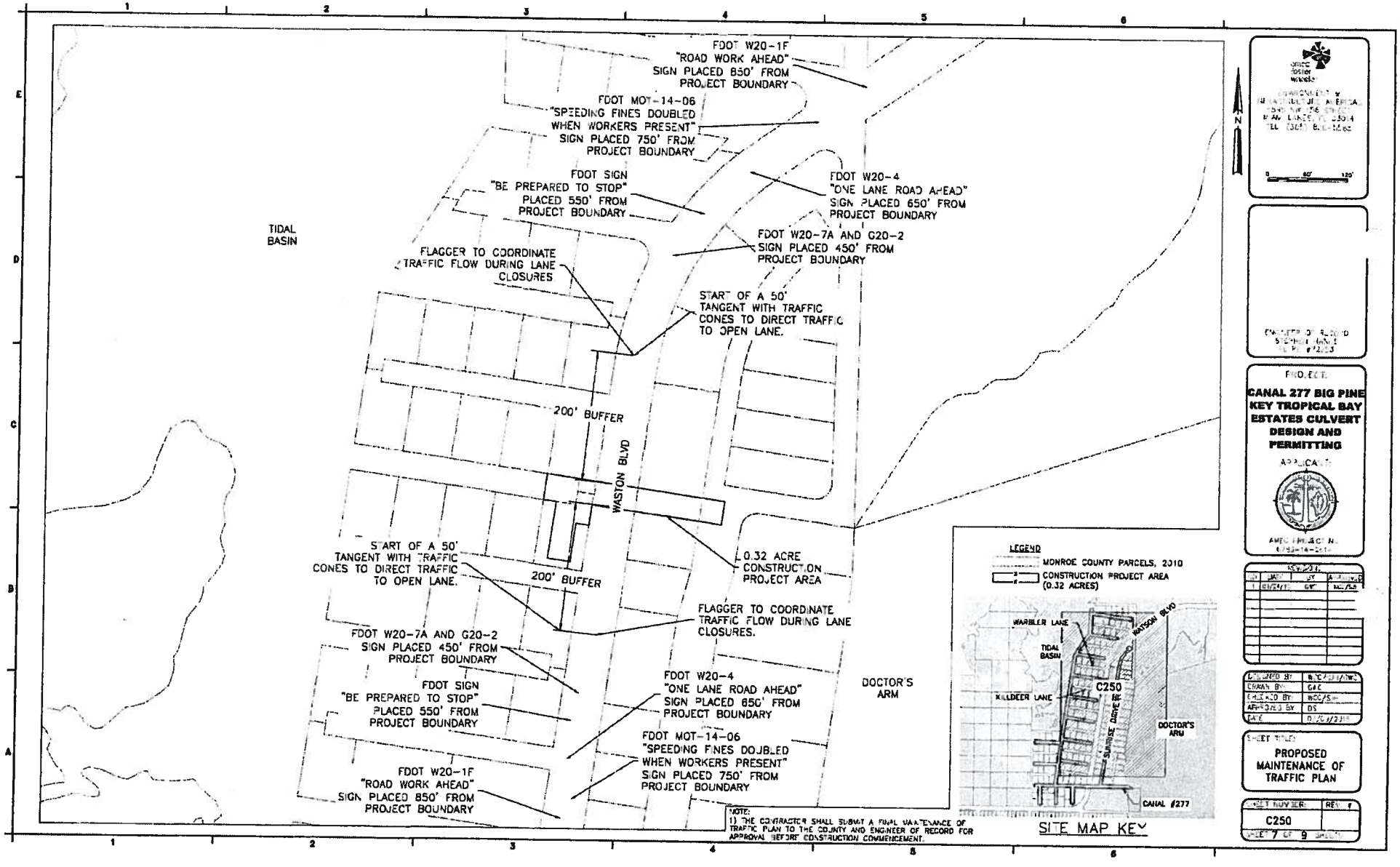
No.	DATE	BY	APPROVED
1	09/26/13	KF	

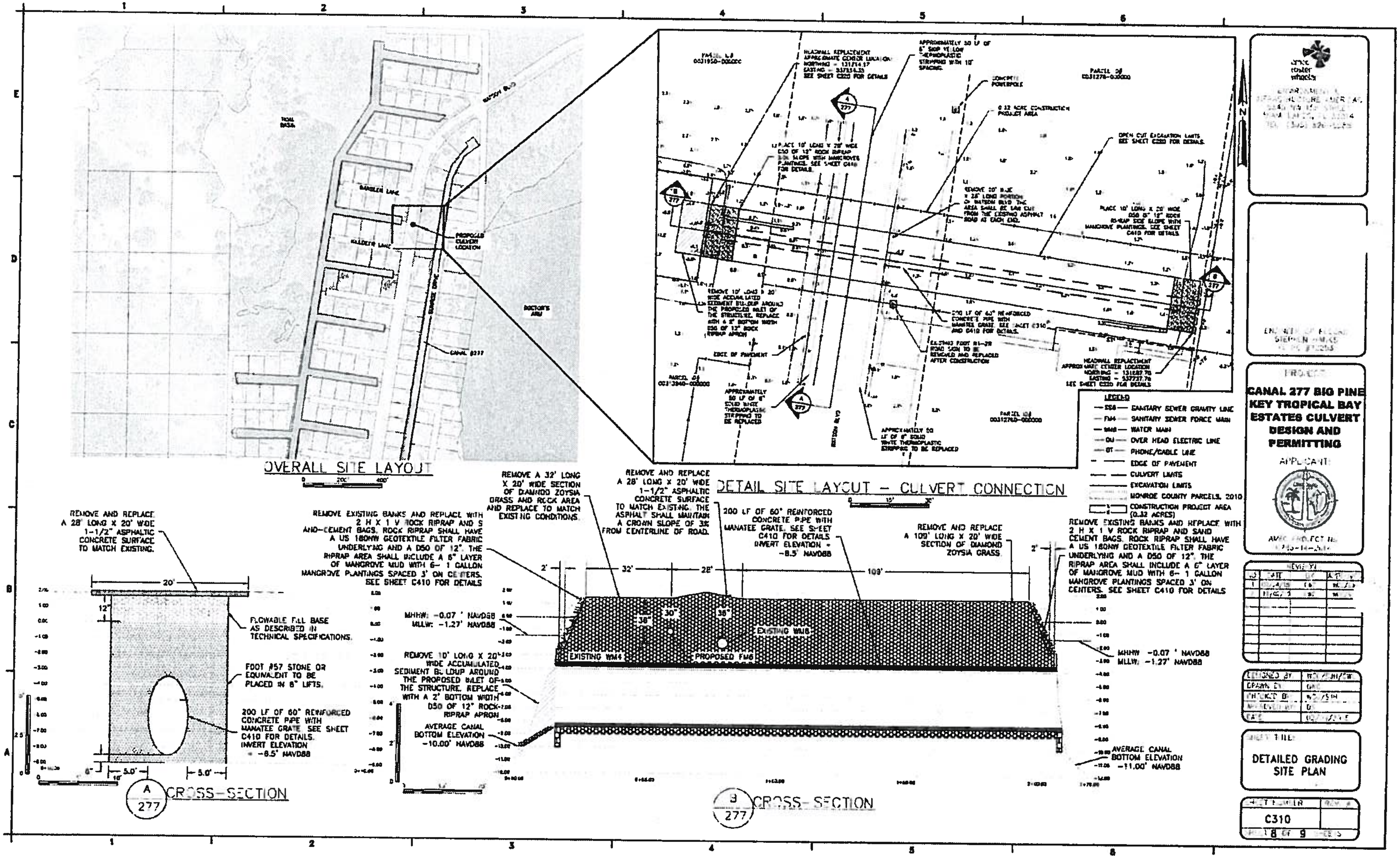
DRAWN BY	WC
CHECKED BY	JHC
APPROVED BY	DS
DATE	

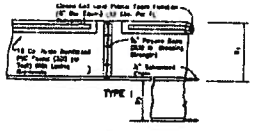
SHEET TITLE
PROPOSED DEWATERING PLAN

SHEET NUMBER	REV #
C240	

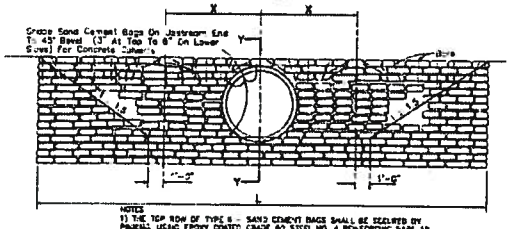
SHEET 6 OF 9 SHEETS


FDOT W20-1F
"ROAD WORK AHEAD"
SIGN PLACED 850' FROM
PROJECT BOUNDARY
FDOT MOT-14-06
"SPEEDING FINES DOUBLED
WHEN WORKERS PRESENT"
SIGN PLACED 750' FROM
PROJECT BOUNDARY
FDOT SIGN
"BE PREPARED TO STOP"
PLACED 550' FROM
PROJECT BOUNDARY
FDOT W20-4
"ONE LANE ROAD AHEAD"
SIGN PLACED 650' FROM
PROJECT BOUNDARY
TIDAL
BASIN
FDOT W20-7A AND G20-2
SIGN PLACED 450' FROM
PROJECT BOUNDARY
FLAGGER TO COORDINATE
TRAFFIC FLOW DURING LANE
CLOSURES
START OF A 50'
TANGENT WITH TRAFFIC
CONES TO DIRECT TRAFFIC
TO OPEN LANE.
200' BUFFER
WASTON BLVD
START OF A 50'
TANGENT WITH TRAFFIC
CONES TO DIRECT TRAFFIC
TO OPEN LANE.
200' BUFFER
0.32 ACRE
CONSTRUCTION
PROJECT AREA
FLAGGER TO COORDINATE
TRAFFIC FLOW DURING LANE
CLOSURES.
FDOT W20-7A AND G20-2
SIGN PLACED 450' FROM
PROJECT BOUNDARY
FDOT SIGN
"BE PREPARED TO STOP"
PLACED 550' FROM
PROJECT BOUNDARY
FDOT W20-4
"ONE LANE ROAD AHEAD"
SIGN PLACED 650' FROM
PROJECT BOUNDARY
FDOT MOT-14-06
"SPEEDING FINES DOUBLED
WHEN WORKERS PRESENT"
SIGN PLACED 750' FROM
PROJECT BOUNDARY
FDOT W20-1F
"ROAD WORK AHEAD"
SIGN PLACED 850' FROM
PROJECT BOUNDARY
DOCTOR'S
ARM
NOTE:
1) THE CONTRACTOR SHALL SUBMIT A FINAL MAINTENANCE OF TRAFFIC PLAN TO THE COUNTY AND ENGINEER OF RECORD FOR APPROVAL BEFORE CONSTRUCTION COMMENCEMENT.
LEGEND
MONROE COUNTY PARCELS, 2010
CONSTRUCTION PROJECT AREA
(0.32 ACRES)
WARBLER LANE
WATSON BLVD
TIDAL
BASIN
C250
KILLDEER LANE
SUNRISE DRIVE
DOCTOR'S
ARM
CANAL #277
SITE MAP KEY
N
PROJECT:
CANAL 277 BIG PINE KEY TROPICAL BAY ESTATES CULVERT DESIGN AND PERMITTING
APPLICANT:
DRAWN BY: GAC
CHECKED BY: WCC/SH
APPROVED BY: DS
SHEET TITLE:
PROPOSED MAINTENANCE OF TRAFFIC PLAN
SHEET NUMBER: C250
SHEET 7 OF 9 SHEETS


OVERALL SITE LAYOUT
PROPOSED CULVERT LOCATION
DETAIL SITE LAYOUT - CULVERT CONNECTION
LEGEND
SANITARY SEWER GRAVITY LINE
SANITARY SEWER FORCE MAIN
WATER MAIN
OVER HEAD ELECTRIC LINE
PHONE/CABLE LINE
EDGE OF PAVEMENT
CULVERT LIMITS
EXCAVATION LIMITS
MONROE COUNTY PARCELS, 2010
CONSTRUCTION PROJECT AREA (0.32 ACRES)
REMOVE AND REPLACE A 28' LONG X 20' WIDE 1-1/2" ASPHALTIC CONCRETE SURFACE TO MATCH EXISTING.
FLOWABLE FILL BASE AS DESCRIBED IN TECHNICAL SPECIFICATIONS.
FOOT #57 STONE OR EQUIVALENT TO BE PLACED IN 6" LIFTS.
200 LF OF 60" REINFORCED CONCRETE PIPE WITH MANATEE GRATE. SEE SHEET C410 FOR DETAILS. INVERT ELEVATION = -8.5' NAVD88
A 277 CROSS-SECTION
REMOVE EXISTING BANKS AND REPLACE WITH 2 H X 1 V ROCK RIPRAP AND SAND-CEMENT BAGS. ROCK RIPRAP SHALL HAVE A US 180NW GEOTEXTILE FILTER FABRIC UNDERLYING AND A D50 OF 12". THE RIPRAP AREA SHALL INCLUDE A 6" LAYER OF MANGROVE MUD WITH 6- 1 GALLON MANGROVE PLANTINGS SPACED 3' ON CENTERS. SEE SHEET C410 FOR DETAILS
REMOVE A 32' LONG X 20' WIDE SECTION OF DIAMOND ZOYSIA GRASS AND ROCK AREA AND REPLACE TO MATCH EXISTING CONDITIONS.
REMOVE AND REPLACE A 28' LONG X 20' WIDE 1-1/2" ASPHALTIC CONCRETE SURFACE TO MATCH EXISTING. THE ASPHALT SHALL MAINTAIN A CROWN SLOPE OF 3% FROM CENTERLINE OF ROAD.
REMOVE AND REPLACE A 109' LONG X 20' WIDE SECTION OF DIAMOND ZOYSIA GRASS.
MHHW: -0.07' NAVD88
MLLW: -1.27' NAVD88
REMOVE 10' LONG X 20' WIDE ACCUMULATED SEDIMENT BUILDUP AROUND THE PROPOSED INLET OF THE STRUCTURE. REPLACE WITH A 2' BOTTOM WIDTH D50 OF 12" ROCK RIPRAP APRON
AVERAGE CANAL BOTTOM ELEVATION -10.00' NAVD88
AVERAGE CANAL BOTTOM ELEVATION -11.00' NAVD88
EXISTING WM4
PROPOSED FM6
EXISTING WM6
B 277 CROSS-SECTION
PROJECT:
CANAL 277 BIG PINE KEY TROPICAL BAY ESTATES CULVERT DESIGN AND PERMITTING
APPLICANT:
SHEET TITLE:
DETAILED GRADING SITE PLAN
C310
8 OF 9

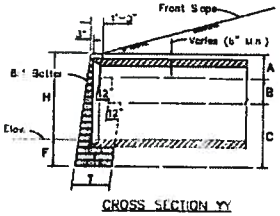


FLOATING TURBIDITY BARRIERS
N.T.S.



NOTES
1) THE TOP ROW OF TYPE II SAND CEMENT BAGS SHALL BE SECURED BY MASONRY USING EPOXY COATED GRADE 60 STEEL NO. 4 REINFORCING BARS, 18 INCHES IN LENGTH, AS FOLLOWS:
(A) 3-#4 BAR GRADE SHALL BE SECURED USING TWO BARS PER BAG, ONE VERTICAL AND ONE DIAGONAL AS SHOWN.
(B) THE "KEY" TO LAST BAG ON EACH END SHALL BE SECURED WITH TWO BARS VERTICALLY.
(C) BAGS LOCATED OVER THE PIPE SHALL BE SECURED BY TWO BARS WHICH IS DRIVEN DIAGONALLY.
(D) INTERMEDIATE BAGS SHALL BE SECURED WITH A SINGLE BAR.
BARS SHALL BE DRIVEN TO ONE INCH BELOW THE SURFACE OF THE BAG.
2) CONTRACTOR SHALL REVIEW AND SUBMIT FINAL SHOP DRAWING TO MONROE COUNTY AND ENGINEER OF RECORD BEFORE CONSTRUCTION COMMENCEMENT.

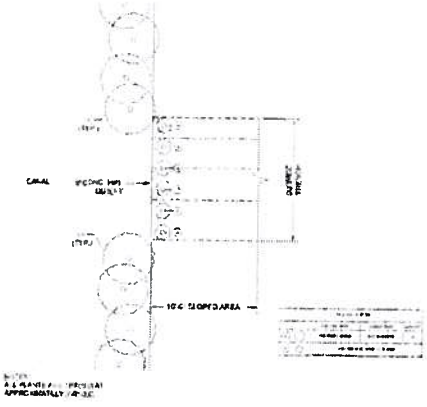
FRONT ELEVATION



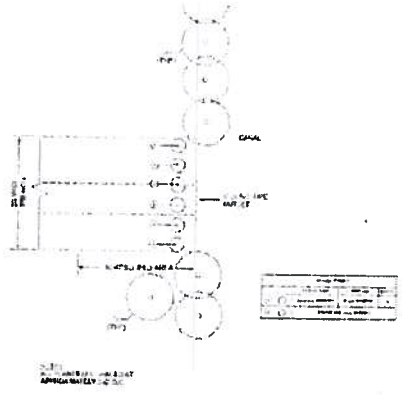
CROSS SECTION YY

SAND CEMENT HEADWALL							
SIZE OF PIPE	H	T	A	B	C	F	X
42"	5'-0"	2'-0"	2'-0"	2'-0"	6'-0"	2'-0"	8'-0"

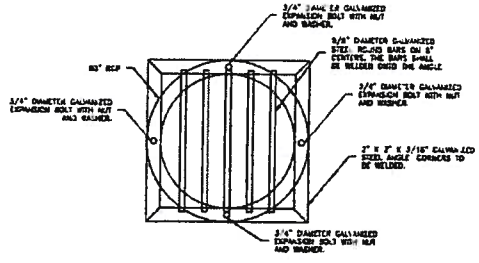
FDOT #753 - STRAIGHT SAND-CEMENT SEAWALL REPLACEMENT DETAIL

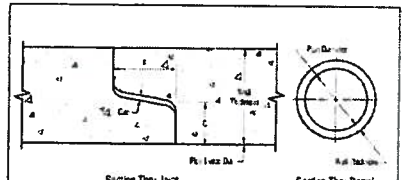


WEST SIDE OF WASHINGTON BLVD CANAL
PROPOSED PLANTING PLAN



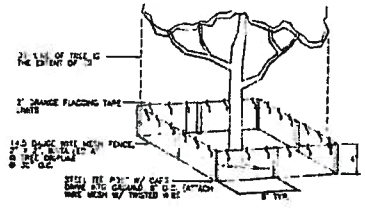
EAST SIDE OF WASHINGTON BLVD CANAL
PROPOSED PLANTING PLAN





SLIPFORM CONCRETE ELLIPTICAL PIPE DIMENSIONS ASTM C-507							
SIZE	WT	C	F	GAP	LAYING LENGTH	WT. PER FT.	
60"	6"	3-1/2"	1-1/4"	1/2"	8'	1290 LBS	

CONCRETE PIPE AND MANATEE GRATE DETAIL



TREE PROTECTION DETAIL
N.T.S.

NOTES:
1. FOUR (4) FOOT HIGH SOLID ORANGE CONSTRUCTION FENCING SHALL BE INSTALLED ENCOMPASS NO THE DRIP LINE OF EACH TREE OR ONE FOOT IN DIAMETER FOR EACH INCH OF TRUNK DIAMETER, WHICHEVER IS GREATER. SUCH BARRIERED FENCING SHALL BE MOVED TO THE EDGE OF THE TREE PROTECTION AREA (TPA) AS INDICATED ON PLANS AND BE MAINTAINED THROUGH COMPLETION OF CONSTRUCTION.
2. WHERE THE TPA OCCURS WITHIN 6 FEET OF THE TREE TRUNK A TRENCHING DEVICE SHALL BE USED TO SEVER TREE ROOTS. ROOT BALLING SHALL NOT OCCUR BEFORE ROOTS HAVE BEEN CLEARLY SEVERED.
3. ALL EQUIPMENT AND/OR MATERIALS ARE PROHIBITED WITHIN THE TPA, INCLUDING BUT NOT LIMITED TO CEMENT WASH-OUT, CHEMICALS, FUEL, OR EQUIPMENT REFUELING.
4. GRADE CHANGES SHALL NOT OCCUR WITHIN THE TPA. NO FILL SHALL BE ADDED, REMOVED OR STORED WITHIN THE TPA.
5. BRUSH AND WEEDS OCCURRING WITHIN THE TPA SHALL BE CLEARED BY HAND OR WALK-BEHIND ONLY THE MOWER OF A LIGHT WHEELED FARM TRACTOR (LESS THAN 50 HP). DURING SUCH ACTIVITIES SOIL PROFILES SHALL NOT BE DISTURBED.
6. ROTO-TILLING, DISKING, ROOT RAKING OR OTHER CLEARING METHODS THAT DISTURB THE SOIL PROFILE ARE EXPRESSLY PROHIBITED.
7. UTILITY LINES AND/OR ASSOCIATED LINES SHALL NOT OCCUR WITHIN THE TPA.
8. DAMAGED TREES SHALL BE PRUNED TO REMOVE DEAD AND DAMAGED WOOD, CORRECT STRUCTURAL DEFECTS AND TO PROVIDE ACCESS AND VISIBILITY.
9. LANDSCAPING WITHIN TPA SHALL NOT DISTURB EXISTING SOIL PROFILES. FOUR INCHES OF POTTING SOIL SHALL BE IMPORTED AND EVENLY SPREAD TO PROVIDE A PLANTING MEDIUM WITHIN TPA.

ENGINEER OF RECORD
STEPHEN HARRIS
FL PE #77551

PROJECT
CANAL 277 BIG PINE KEY TROPICAL BAY ESTATES CULVERT DESIGN AND PERMITTING

APPLICANT:

AMEC PROJECT NO.
6785-14-0114

REVISIONS			
NO	DATE	BY	APPROVED
		CHK	W. ELSNER
2	11/3/15	CHK	W. ELSNER

DESIGNED BY	W. ELSNER
DRAWN BY	MT
CHECKED BY	W. ELSNER
FINAL QA BY	W. ELSNER
DATE	01/03/2015

SHEET TITLE
DESIGN DETAILS I

SHEET NUMBER	REV #
C410	
SHT 9 OF 9	

Legend

- Project Boundary 0.24 ac.
- 300' Buffer
- Parcels

Source: ESRI, 2012; AMEC, 2015, DOR 2014

Culvert Installation Restoration Design & Permitting

Canal 277 - Adjacent Property Owners (300' buffer)

N 0 100 200 Feet

amec foster wheeler

Figure 5A

Path: P:\EAT\2013\PROJECTS\Monroe County - Key West Canal Rehab\GIS\Project_Boundary_Canal277\MXD\Figure 5A Adjacent Parcels Map 300.mxd Project # 6783142614

OBJECTID	PARCELNO	NAME	ADDRESS	CITY	STATE	ZIP
103750	1466 29 00312900000000	KRIPS THOMAS H JR & DOROTHY E	317 EAST ACRE DR	PLANTATION	FL	33317
21965	1466 29 00109400000000	TROPICAL BAY PROPERTY OWNERS ASSOC	PO BOX 430522	BIG PINE KEY	FL	33043-0522
57206	1466 29 00109430000000	CLARK JOHN H II & ELEANOR C	9206 NE 108TH AVE	GAINESVILLE	FL	32609
63989	1466 29 00312700000000	GERSTENKORN DAVID	1645 WATSON BLVD	BIG PINE KEY	FL	33043
64049	1466 29 00109560000100	CLARK JOHN II	30730 WATSON BLVD	BIG PINE KEY	FL	33043-5009
62420	1466 29 00312930000000	GRUBA ROBERT J AND GINA V	1709 SUNRISE DR	BIG PINE KEY	FL	33043
43726	1466 29 00313750000000	GALDI ANTHONY AND KIMBERLY JO	607 OLD AVALON BLVD	AVALON	NJ	8202
47412	1466 29 00313850000000	BREESE RICHARD	30368 KILLDEER LN	BIG PINE KEY	FL	33043
21975	1466 29 00312760000000	BRANCH JAMES AND HOLLE	2130 E HYDE DR	DELTONA	FL	32738-6602
52244	1466 29 00312910000000	TAYLOR LISA MARIE	1733 SUNRISE DR	BIG PINE KEY	FL	33043-5008
103751	1466 29 00314040000000	NELSON ROSALIE	30371 WARBLER LN	BIG PINE KEY	FL	33043-5113
53623	1466 29 00313790000000	CHING SHANG C AND TZU J	1035 STATE RD 7	WELLINGTON	FL	33414
38622	1466 29 00312960000000	PETERSON MARK F	P O BOX 431772	BIG PINE KEY	FL	33043
103758	1466 29 00312810000000	WAY DONALD J SR	1817 WATSON BLVD	BIG PINE KEY	FL	33043
48025	1466 29 00314070000000	HAMILTON MICHAEL J AND NELL VAN ES	195 FRUITLAND RD	STONEY CREEK	ON	L8E 5J7
37516	1466 29 00313840000000	HORVATH LLOYD AND ARLENE	1910 VIRGINIA AVE APT 14028	FORT MYERS	FL	33901-2308
21964	1466 29 00313950000000	BLOCH MICHAEL I	1757 WATSON BLVD	BIG PINE KEY	FL	33043
62152	1466 29 00312880000000	BERNART JOHN B	PO BOX 306	JAMESTOWN	CO	80455-0306
103753	1466 29 00312870000000	KNIGHT JEROME F	1792 SUNRISE DR	BIG PINE KEY	FL	33043
21962	1466 29 00313980000000	FLORIDA AUDUBON SOCIETY	444 BRICKELL AVE STE 850	MIAMI	FL	33131-2407
57463	1466 29 00312730000000	FEDERLE LOIS A	PO BOX 5	GOSHEN	OH	45122-0005
57474	1466 29 00313820000000	PEREZ JR ORLANDO	12140 SW 113 AVE	MIAMI	FL	33176
103759	1466 29 00314050000000	DAVIS JASON E AND ROXANNE	2105 WHITEBIRCH LN	LAS VEGAS	NV	89134
42752	1466 29 00313870000000	OETTLE JAMES R	30344 KILLDEER LN	BIG PINE KEY	FL	33043
42279	1466 29 00313900000000	RAMBO JOSEPH J AND EVELYN M LIVING TRUST	10677 BALDWIN RD	BRIDGMAN	MI	49106
62902	1466 29 00314080000000	MURRAY ARLENE V	30324 EAGLE AVE	BIG PINE KEY	FL	33043
28422	1466 29 00313770000000	CHALVATZIS GREG AND DOLORES J	30342 FALCON LN	BIG PINE KEY	FL	33043
28571	1466 29 00314060000000	RODRIGUEZ ISRAEL	10821 SW 142ND AVE	MIAMI	FL	33186
42803	1466 29 00314090000000	KELLOGG LINDA R TRUSTEE	808 PRINCETON RD	WILMINGTON	DE	19807
22024	1466 29 00313800000000	DEXTER TODD P AND JANET L TYCHSEN	30319 FALCON LANE	BIG PINE KEY	FL	33043
48036	1466 29 00314000000000	BRUNGART NEWTON A	611 EATON ST	KEY WEST	FL	33040
57475	1466 29 00313830000000	FLEISCHER ROLAND E AND POLLY-ANNE M	30355 FALCON LN	BIG PINE KEY	FL	33043
37432	1466 29 00313970000000	STANGL RONALD W	163 VALLEY RD	WHITE HAVEN	PA	18661-3006
103754	1466 29 00312860000000	ROSE GEORGE W III AND CAROLE M	1810 SUNRISE DR	BIG PINE KEY	FL	33043
32227	1466 29 00313860000000	ADORNO PETER AND SUZANNE	30356 KILLDEER LN	BIG PINE KEY	FL	33043
47831	1466 29 00313880000000	SMITH JAMES T AND CHRISTINE B	30332 KILLDEER LN	BIG PINE KEY	FL	33043
38607	1466 29 00312720000000	KREUSCHER ALFRED K AND MILLICENT E	1669 WATSON BLVD	BIG PINE KEY	FL	33043-5001
22482	1466 29 00314100000000	JANSA MILOS GEN-SKIPPING TR FBO MARIANNE JANSA	1955 POMETACOM DR	HANOVER	MD	21076-1258
47352	1466 29 00313920000000	RAMBO JOSEPH J & EVELYN M TRUST	10677 BALDWIN RD	BRIDGMAN	MI	49106
62909	1466 29 00314010000000	SULLIVAN GREGORY D	30335 WARBLER LN	BIG PINE KEY	FL	33043-5113
42923	1466 29 00312780000000	BLOCH MICHAEL I	1757 WATSON BLVD	BIG PINE KEY	FL	33043
26913	1466 29 00313910000000	RAMBO JOSEPH J AND EVELYN M LIVING TRUST	10677 BALDWIN RD	BRIDGMAN	MI	49106
57913	1466 29 00313990000000	MILTON JANET A	247 ALPINE TRAIL	SPARTA	NJ	7871
23193	1466 29 00312710000000	BIANCO ANTHONY T AND JOLENE	2354 WELSHBUSH RD	FRANKFORT	NY	13340-4712
103752	1466 29 00312890000000	PEREZ ORLANDO JR	12140 SW 113TH AVE	MIAMI	FL	33186
62188	1466 29 00314110000000	JESSUP DON W LIVING TRUST 7/18/2011	3263 W 1350 S	HANNA	IN	46340-9519
103757	1466 29 00312800000000	RODRIGUEZ DIOMEDES	1793 WATSON BLVD	BIG PINE KEY	FL	33043-5002
49053	1466 29 00313810000000	JOHNSON CLAUDE & TERRY L	807 TYLER STREET	HOLLYWOOD	FL	33019
59113	1466 29 00313960000000	PARKER JOHN	4436 N E OCEAN BLVD APT E3	JENSEN BEACH	FL	34957
26923	1466 29 00312750000000	BROWN EDMUND G	443 INLAND WAY	ATLANTIC BEACH	FL	32233
33492	1466 29 00312970000000	HENDRICKS DOUGLAS W AND KAREN	PO BOX 431797	BIG PINE KEY	FL	33043-1797
103756	1466 29 00312830000000	SCHNITZSPAHN CHRISTIAN AND THELMA	1872 SUNRISE DR	BIG PINE KEY	FL	33043
42918	1466 29 00314020000000	BIRDWELL BARRY RANDALL AND MICHELE MARIE	120 SANDY SHOES DR	MELBOURNE BEACH	FL	32951-3128
103760	1466 29 00314120000000	ARNDT BRYAN L AND LISA K	1641 BLUE MOUNTAIN PKWY	HARRISBURG	PA	17112-9992
57904	1466 29 00314030000000	BIRDWELL BARRY RANDALL AND MICHELE MARIE	120 SANDY SHOES DR	MELBOURNE BEACH	FL	32951-3128
26915	1466 29 00313930000000	RAMBO JOSEPH J & EVELYN M TRUST	10677 BALDWIN RD	BRIDGMAN	MI	49106
26914	1466 29 00313940000000	RAMBO JOSEPH J & EVELYN M TRUST	10677 BALDWIN RD	BRIDGMAN	MI	49106
28420	1466 29 00312950000000	DALSIN MICHAEL	6308 W OSCAR HOWE CIR	SIOUX FALLS	SD	57106-0540
42346	1466 29 00312920000000	CHADWICK RICHARD J	9530 FOXFORD RD	CHANHASSEN	MN	55317
103755	1466 29 00312840000000	SHERIFF RICHARD L AND KATHLEEN M	1824 SUNRISE DR	BIG PINE KEY	FL	33043-5004

Source: ESRI, 2012; AMEC, 2015, DOR 2014

Culvert Installation Restoration Design & Permitting

Canal 277 - Adjacent Property Owners (300' buffer)

amec foster wheeler

Figure 5B

Path: P:\EAT\2013\PROJECTS\Monroe County - Key West Canal Rehab\GIS\Project_Boundary_Canal277\MXD\Figure 5B Adjacent Parcels Map300.mxd

Project # 6783142814

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 | Department: Planning & Environmental Resources
Bulk Item: Yes ___ No X | Staff Contact Person/Phone #: Mayté Santamaria 289-2562

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 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 00091000.000000 and 00091020.000000. **(Legislative Proceeding)**

ITEM BACKGROUND: The applicant, See the Sea of Key Largo, Inc. and Coconut Bay of Key Largo, Inc., doing business as Bay Harbor Lodge, currently operates a hotel/motel business at 97770 and 97702 Overseas Highway in Key Largo. The subject property currently has a Future Land Use Map (FLUM) designation of Residential Low (RL) and a Land Use District (LUD) designation of Suburban Residential (SR). The current policies of the Comprehensive Plan do not allow a hotel/motel use within the RL FLUM category, and the current use is therefore considered nonconforming to the provisions of the current Comprehensive Plan. The applicant requested a change to the FLUM designation in order to eliminate the nonconformity.

On December 10, 2014, at a regularly scheduled meeting, the BOCC adopted Resolution #374-2014, transmitting to the state land planning agency an ordinance amending the FLUM for the subject property from RL to MC. Policy 101.4.20 (discouragement policy) of the Monroe County Year 2010 Comprehensive Plan, which became effective on November 20, 2012, applies to the proposed FLUM amendment and would require one of the following by the applicant prior to BOCC adoption of the proposed FLUM amendment:

a. Donation of 4.4 acres of non-scarified land designated Tier I or Tier III-A SPA located within the Upper Keys Subarea; or
b. Donation of 12 non-scarified IS Lots designated Tier I or Tier III-A located within the Upper Keys Subarea; or
c. Donation of 12 IS lots designated Tier III for affordable housing within the Upper Keys Subarea.

The draft ordinance was transmitted to the Florida Department of Economic Opportunity (DEO), which reviewed the proposal and issued an Objections, Recommendations and Comments (ORC) report, received by the County on March 23, 2015. The ORC did not contain any objections to the proposed FLUM amendment for the subject parcels.

In response to the requirement to comply with Policy 101.4.20, the applicant is requesting the proposed text amendment creating a subarea policy for the subject parcels that would eliminate any increase in potential residential development associated with the proposed FLUM amendment and thereby eliminate the requirement to donate land.

PREVIOUS RELEVANT BOCC ACTION: Monroe County Resolution #127-2012, adopted by the BOCC on April 18, 2012, allows an applicant to apply for a LUD and/or FLUM designations that would eliminate the nonconforming use created with the adoption of the existing designations and not create an adverse effect on the community, provided the existing use existed lawfully in 1992 and 1997. This provision remains effective in the current Planning & Environmental Resources Department's fee schedule (Resolution #183-2013).

On September 21, 2012, the Monroe County BOCC adopted Ordinance 028-2012, creating Policy 101.4.20 discouraging private applications for future land use changes which increase allowable density/intensity. This amendment was found in-compliance by the State Land Planning Agency and became effective upon the issuance of DEO's Notice of Intent on November 20, 2012.

On December 10, 2014, the Monroe County BOCC adopted Resolution #374-2014, transmitting to the state land planning agency an ordinance amending the FLUM for the subject property from RL to MC.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

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

DIFFERENTIAL OF LOCAL PREFERENCE: _____

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 SKW 12/29 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 AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY COMPREHENSIVE PLAN, CREATING 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, KEY LARGO, MILE MARKER 98, 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 00091000.000000 AND 00091020.000000; AS PROPOSED BY SEE THE SEA OF KEY LARGO, INC. AND COCONUT BAY OF KEY LARGO, INC..

WHEREAS, the Monroe County Board of County Commissioners conducted a public hearing for the purpose of considering the transmittal pursuant to the State Coordinated Review Process in Sec. 163.3184(4), F.S., to the State Land Planning Agency for objections, recommendations and comments, and to the other Reviewing Agencies as defined in Sec. 163.3184(1)(c), F.S., for review and comment on a proposed amendment to the Monroe County Year 2010 Comprehensive Plan as described above; and

WHEREAS, the Monroe County Planning Commission and the Monroe County Board of County Commissioners support the transmittal of the requested text amendment creating a subarea policy for the subject parcels that would eliminate any increase in potential residential development associated with the proposed FLUM amendment and thereby eliminate the requirement to donate land.

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 review of the proposed future land use map amendment.

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 3. 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 regular meeting held on the _____ day of _____, 201___.

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 12/29/15

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. -2016

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY COMPREHENSIVE PLAN, CREATING 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, KEY LARGO, MILE MARKER 98, 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 00091000.000000 AND 00091020.000000; AS PROPOSED BY SEE THE SEA OF KEY LARGO, INC. AND COCONUT BAY OF KEY LARGO, 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; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 15, 2015, See the Sea of Key Largo, Inc. and Coconut Bay of Key Largo, Inc., doing business as Bay Harbor Lodge, submitted an application requesting an amendment to the Monroe County Comprehensive Plan to create *Policy 107.1.5 Specific Limitations on Key Largo Mixed Use Area 2*; and

WHEREAS, the proposed text amendment accompanies a proposed amendment to the Future Land Use Map (FLUM) from Residential Low (RL) to Mixed Use/Commercial (MC) for 2 parcels located at 97770 and 97702 Overseas Highway, mile marker 98, Key Largo, having real estate numbers 00091000.000000 and 00091020.000000; and

WHEREAS, Policy 101.4.20 of the Monroe County Year 2010 Comprehensive Plan, which became effective on November 20, 2012, applies to the proposed FLUM amendment and would require one of the following by the applicant:

a. Donation of 4.4 acres of non-scarified land designated Tier I or Tier III-A SPA located within the Upper Keys Subarea; or
b. Donation of 12 non-scarified IS Lots designated Tier I or Tier III-A located within the Upper Keys Subarea; or
c. Donation of 12 IS lots designated Tier III for affordable housing within the Upper Keys Subarea; and

WHEREAS, in response to the requirement to comply with Policy 101.4.20, the applicant is requesting the proposed text amendment creating a subarea policy for the subject parcels that would eliminate any increase in potential residential development associated with the proposed FLUM amendment and thereby eliminate the requirement to donate land; and

WHEREAS, the Monroe County Development Review Committee considered the proposed text amendment at a regularly scheduled meeting held on the 16th day of November, 2015; and

WHEREAS, the Monroe County Planning Commission held a public hearing on the 16th day of December, 2015, for review and recommendation on the proposed text amendment; and

WHEREAS, based upon the information and documentation submitted, the Planning Commission made the following Findings of Fact and Conclusions of Law:

1. The proposed amendment is consistent with the Goals, Objectives and Policies of the Monroe County Year 2010 Comprehensive Plan; and
2. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Section 380.0552(7), Florida Statute; and
3. The proposed amendment is consistent with Part II of Chapter 163, Florida Statute.

WHEREAS, the Monroe County Planning Commission adopted Resolution No. P 38-15 recommending approval of the proposed amendment; and

WHEREAS, at a regular meeting held on the 20th day of January, 2016, the Monroe County Board of County Commissioners held a public hearing to consider the transmittal of the proposed amendment, considered the staff report and 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; and

WHEREAS, at the _____, 2016, public hearing, the BOCC adopted Resolution ____-2016, transmitting the amendment to the State Land Planning Agency; and

WHEREAS, the State Land Planning Agency reviewed the amendment and issued an Objections, Recommendations and Comments (ORC) report, received by the County on _____, 2016; and

WHEREAS, the ORC report stated _____; and

WHEREAS, the ORC report recommended _____; and

WHEREAS, normally, the County has 180 days from the date of receipt of the ORC to adopt the proposed amendment, adopt the amendment with changes or not adopt the amendment; and

WHEREAS, at a regularly scheduled meeting on __th day of _____, 2016, the BOCC held a public hearing to consider adoption of the proposed Comprehensive Plan text amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The text of the Monroe County Year 2010 Comprehensive Plan is hereby amended as follows:

Policy 107.1.5 Specific Limitations on Key Largo Mixed Use Area 2

Development in the Key Largo Mixed Use Area 2 shall be subject to regulations applicable to the Mixed Use / Commercial (MC) Future Land Use Designation as well as the additional restriction set out below:

Consistent with Policy 101.4.20, in order to implement the Florida Keys Carrying Capacity Study, maintain the overall County density and the preservation of native habitat, this site/property shall not increase its allocated density and allowable development potential for permanent residential units. The following development controls shall apply:

1. The allocated density for permanent residential uses on the site shall remain 0.50 dwelling units per acre.

The Key Largo Mixed Use Area 2, having Real Estate Numbers 00091000.000000 and 00091020.000000, is approximately 2.28 acres of land and is legally described as:

A tract of land 48.9 feet wide, and part of Lot 10 according to George McDonald's Plat of part of Section 5, Township 62, Range 39, on Key Largo as recorded in Plat Book 1, at Page 59 of the Public Records of Monroe County, Florida, more particularly described as follows;

From the dividing line between Lots 10 and 11, according to said Plat Book 1, Page 59, run Southwesterly along the Northwesterly right of way line of State Road 5 (Overseas Highway) a distance of 515 feet to the Point of Beginning of the tract hereafter described, thence Northwesterly at right angles to said Northwesterly right of way line a distance of

487.7 feet, more or less to the shore of Florida Bay, thence along the shore of Florida Bay in the Northeasterly right of way line, distance of 48.9 feet to the point of beginning, and

A tract of land 95 feet wide and part of Lot 10 according to George McDonald's Plat of part of Section 5, Township 62, Range 39, on Key Largo as recorded in Plat Book 1, at Page 59 of the Public Records of Monroe County, Florida, more particularly described as follows;

From the dividing line between Lots 10 and 11, according to said Plat Book 1, Page 59, run Southwesterly along the Northwesterly right of way line of State Road 5 (Overseas Highway) a distance of 515 feet to the Point of Beginning of the tract hereafter described, thence continue Southwesterly along the Northwesterly right of way line of State Road No. 5, a distance of 95 feet, thence northwesterly at right angles 695.1 feet, thence Northeasterly along a bulkhead line to a point 687.7 feet North of the Point of Beginning, thence Southeasterly 687.7 feet to the Pont of Beginning.

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 Director of Planning to the 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 the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding the amendment in compliance with Chapter 163, Florida Statutes and after any applicable challenges have been resolved.

Section 6. **Inclusion in the Comprehensive Plan.** The text 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 _____, 201___.

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 12/29/15

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Board of County Commissioners

From: Mayté Santamaria, Senior Director of Planning & Environmental Resources
Emily Schemper, Comprehensive Planning Manager

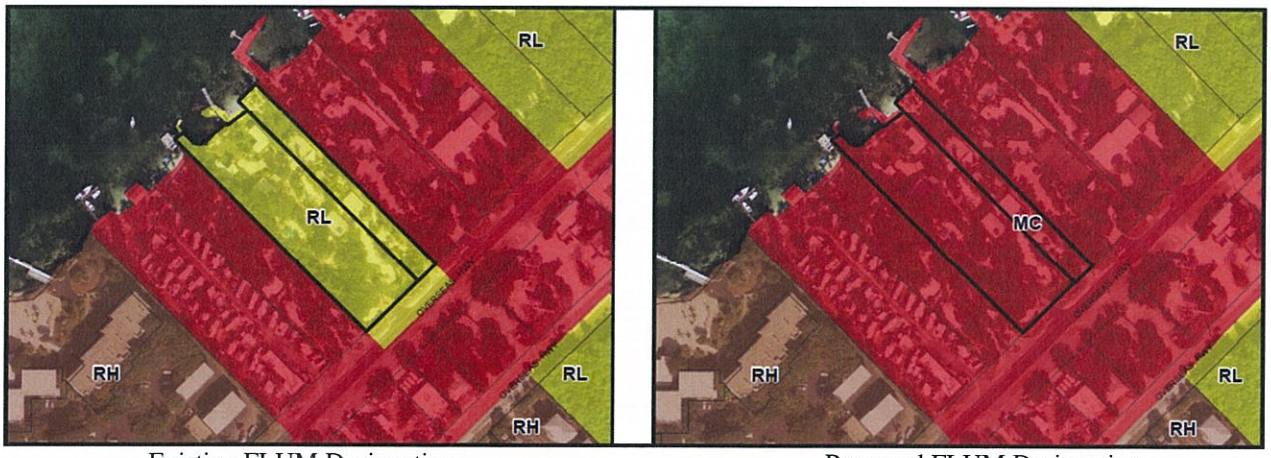
Date: December 28, 2015

Subject: An ordinance by the Monroe County Board of County Commissioners amending the Monroe County Comprehensive Plan to create Policy 107.1.5, Specific Limitations on Key Largo Mixed Use Area 2, as requested by See the Sea of Key Largo, Inc. and Coconut Bay of Key Largo, Inc., to accompany a proposed amendment to the Future Land Use Map (FLUM) of the Monroe County Year 2010 Comprehensive Plan from Residential Low (RL) to Mixed Use/Commercial (MC) for 2 parcels located at 97770 and 97702 Overseas Highway, mile marker 98, Key Largo. (File #2015-170)

Meeting: January 20, 2016

I. REQUEST

On September 15, 2015, See the Sea of Key Largo, Inc. and Coconut Bay of Key Largo, Inc., doing business as Bay Harbor Lodge, submitted an application requesting an amendment to the Monroe County Comprehensive Plan to create **Policy 107.1.5 Specific Limitations on Key Largo Mixed Use Area 2**. The proposed text amendment accompanies a proposed amendment to the Future Land Use Map (FLUM) from Residential Low (RL) to Mixed Use/Commercial (MC) for 2 parcels located at 97770 and 97702 Overseas Highway, mile marker 98, Key Largo, having real estate numbers 00091000.000000 and 00091020.000000.



Existing FLUM Designation | Proposed FLUM Designation

II. BACKGROUND INFORMATION

Site Information

Location: MM 98, Key Largo, Bayside
Address: 97770 and 97702 Overseas Highway
Description: Part of Lot 10, PB1-59, Section 6, Township 62 South, Range 39 East; Island of Key Largo
Real Estate Numbers: 00091000.000000 and 00091020.000000
Owner/Applicant: See the Sea of Key Largo, Inc. and Coconut Bay of Key Largo, Inc., doing business as Bay Harbor Lodge
Size of Site: 2.2 acres
FLUM Designation: Residential Low (RL)
Land Use District: Suburban Residential (SR)
Tier Designation: III
Flood Zones: X; AE (EL 9); AE (EL 10); VE (13)
Existing Use: Hotel/Motel
Existing Vegetation/Habitat: Developed land
Community Character of Immediate Vicinity: Adjacent land uses include resort and commercial uses. North: Kona Kai Resort; South: Seafarer Resort; East: Harmony Healing Chiropractor, Conch Republic Woodworks; West: Florida Bay

The subject property currently has a Land Use District (LUD) designation of Suburban Residential (SR) and a Future Land Use Map (FLUM) designation of Residential Low (RL). The property was partially within a BU-2 district (Medium Business) and partially within an RU-3 district (Multiple Family Residential) prior to September 15, 1986, when it was re-designated as SR (the final adoption of the LUD map was in 1992). With the adoption of the Comprehensive Plan's FLUM in 1997, the subject parcels were given their current FLUM designation of RL.

The subject property is currently developed with a motel/hotel. According to the Monroe County Property Appraiser's records, the portion of the subject property assessed as RE #00091020.000000 is currently developed with five buildings, with year built dates of 1968, 1971, 1983, 1954 and 1968. The portion of the subject property assessed as RE #00091000.000000 is currently developed with three buildings, with year built dates of 1967, 1967 and 1967.

Lawful Nonconformity

Although the SR LUD may permit a hotel of up to 11 rooms, the RL FLUM designation does not allow hotels. Monroe County Comprehensive Plan (MCCP) Policy 101.4.2 states that, "the principal purpose of the Residential Low land use category is to provide for low-density residential development in partially developed areas with substantial native vegetation," and does not refer to hotels or other transient residential uses. Further, MCCP Policy 101.4.22 states that, for the RL FLUM category, the allocated density for transient residential uses is 0 rooms/spaces and the maximum net density for transient residential uses is N/A.

The existing hotel use is therefore not consistent with the RL FLUM category, as it does not conform to its purpose or density and intensity standards. As such, it is considered a nonconforming use to the provisions of the MCCP.

On December 23, 2013, Monroe County Planning staff issued a Letter of Understanding (LOU) concerning the property (File #2013-110; Exhibit 1). As detailed in the LOU, staff found that there is satisfactory evidence indicating that a motel/hotel existed on the property on and prior to September 15, 1986, and is considered a lawfully established nonconforming use. The hotel may therefore continue to exist per the nonconforming use policies and regulations provided under MCCP Objective 101.8 and Section 102-56 of the Monroe County Code (MCC).

It should be noted that although staff determined the existing hotel use was lawfully established, the LOU did not recognize or otherwise support the total number of hotel/motel rooms (21) existing on the site as lawfully established, and the letter did not address the single permanent dwelling unit listed by the applicant as existing development on the site. The proposed map amendment and subarea policy and any associated documents shall not be used as evidence of the specific number of hotel rooms or other dwelling units lawfully established. In order to receive a determination regarding the lawfully established number of hotel/motel rooms and/or other dwelling units on the subject property, the property owner must apply for a Letter of Development Rights Determination.

Livable CommuniKeys Plan

Comprehensive Plan Policy 101.20.1 states: "Monroe County shall develop a series of Community Master Plans." These "CommuniKeys Plans" implement a vision that was developed by the local community.

In 2006, the BOCC adopted Policy 101.20.2(5) which incorporated the Key Largo Livable CommuniKeys Master Plan into the Monroe County 2010 Comprehensive Plan. Action Item 1.3.2 within the Key Largo Livable CommuniKeys Master Plan states: "Revise the FLUM and Land Use District Maps to resolve nonconformities in the planning area where appropriate." The proposed FLUM amendment and associated LUD map amendment implement this Action Item of the adopted Key Largo Livable CommuniKeys Master Plan.

Future Land Use Map and Land Use District Map Amendment Requests

On June 16, 2014, the applicant submitted applications requesting to amend the FLUM designation of the subject parcels from RL to Mixed Use Commercial (MC) (see Exhibit 2), and the LUD map designation of the subject parcels from SR to Suburban Commercial (SC). The proposed FLUM and LUD map amendments would eliminate the hotel's nonconforming use status, as the MC and SC categories permit hotel uses.

The Monroe County Development Review Committee (DRC) reviewed the proposed FLUM and LUD map amendments at its regularly scheduled meeting on September 23, 2014.

The Monroe County Planning Commission held public hearings for review of the proposed FLUM and LUD map amendments on October 29, 2014, and recommended approval of the map amendments, as memorialized through Resolutions P34-14 and P35-14.

On December 10, 2014, at a regularly scheduled meeting, the BOCC adopted Resolution #374-2014, transmitting to the state land planning agency an ordinance amending the FLUM for the subject property from RL to MC (see Exhibit 3).

The draft ordinance was transmitted to the Florida Department of Economic Opportunity (DEO), which reviewed the proposal and issued an Objections, Recommendations and Comments (ORC) report, received by the County on March 23, 2015. The ORC did not contain any objections to the proposed FLUM amendment for the subject parcels.

Normally, the County has 180 days from the date of receipt of the ORC to adopt the FLUM amendment, adopt the FLUM amendment with changes or not adopt the FLUM amendment. The 180 day deadline for action by the County would have been September 19, 2015; however, the County requested an extension to this deadline from DEO (as requested by the applicant). The new deadline for County action is March 15, 2016.

Maximum Allocated Density and Intensity by Future Land Use Map Designation

Existing FLUM	**Type**	**Adopted Standards**	**Development potential based upon density**
Residential Low (RL) **Total site: 2.2 acres (95,832 sf)**	Residential Allocated Density/Acre	0.25-0.50 du/ac	0.55-1.1 unit
	Transient Allocated Density/Acre	0 rooms/spaces	0 rooms/spaces
	Nonresidential Maximum Intensity	0.20-0.25 FAR	19,166-23,958 sf
Proposed FLUM	**Type**	**Adopted Standards**	**Development potential based upon density**
Mixed Use/ Commercial (MC) **Total site: 2.2 acres (95,832 sf)**	Residential Allocated Density/Acre	1-6 du/ac	2.2-13.2 units
	Transient Allocated Density/Acre	5-15 rooms/spaces	11-33 rooms/spaces
	Nonresidential Maximum Intensity	0.10-0.45 FAR	9,583 – 43,124 sf
Net Change in Development Potential Based on FLUM	**Residential: +12 units**		
	Transient: +33 rooms/spaces*		
	Nonresidential: +19,166 sf		
*Monroe County currently does not award ROGO allocations for the development of NEW transient residential units (e.g., hotel & motel rooms), pursuant to MCCP Policy 101.2.6. For the development of transient units in unincorporated Monroe County, existing transient units must be transferred from the same ROGO subarea to a parcel designated as Tier III, or Tier III-A which does not propose the clearing of any portion of an upland native habitat patch of one acre or greater in area.			

The above table provides an approximation of the development potential for residential, transient and commercial development for the associated proposed FLUM amendment. Section 130-156(b) of the Land Development Code states: "The density and intensity provisions set out in this section are intended to be applied cumulatively so that no development shall exceed the total density limits of

this article. For example, if a development includes both residential and commercial development, the total gross amount of development shall not exceed the cumulated permitted intensity of the parcel proposed for development."

As shown in the table, the associated proposed FLUM amendment would result in a maximum increase in residential development potential of 12 dwelling units. The maximum increase in nonresidential development potential would be 19,166 square feet.

Compliance with Comprehensive Plan Policy 101.4.20

Policy 101.4.20 (discouragement policy) of the Comprehensive Plan was adopted by the BOCC on September 21, 2012, with an effective date of November 20, 2012, and applies to this application. Private applications which propose increases in allocated density must comply with the Policy requirements. Based on the density/intensity analysis, and in order to mitigate for the impacts of approval, one of the following options needs to be addressed prior to adoption of the proposed FLUM amendment by the BOCC:

a. Donation of 4.4 acres of non-scarified land designated Tier I or Tier III-A SPA located within the Upper Keys Subarea;
b. Donation of 12 non-scarified IS Lots designated Tier I or Tier III-A located within the Upper Keys Subarea; or
c. Donation of 12 IS lots designated Tier III for affordable housing within the Upper Keys Subarea.

Both the Planning Commission and the BOCC have recommended amending Policy 101.4.20 to clarify that only FLUM amendments which increase residential allocated density would be subject to the mitigation requirements, eliminating mitigation requirements for increases in nonresidential intensity. This amendment was transmitted with the Comprehensive Plan update in January, 2015 (see Resolution 026-2015, Exhibit 4) and DEO had no objections regarding the proposed changes to Policy 101.4.20. Adoption is anticipated in March or April of 2016. Note, even with the proposed amendment becoming effective, the applicant would still need to address the proposed increases in residential allocated density (+12 units).

In response to the requirement to comply with Policy 101.4.20, as discussed above, on September 15, 2015, the applicant submitted an application for a text amendment to the Comprehensive Plan creating a subarea policy for the subject parcels that would eliminate any increase in potential residential development associated with the proposed FLUM amendment.

On November 16, 2015, at its regularly scheduled meeting, the Monroe County Development Review Committee reviewed the proposed FLUM amendment and the Chair recommended approval.

III. PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT

Based review and discussions with staff regarding the applicant's proposed subarea policy, the applicant has agreed to the following language as the proposed subarea policy text amendment:

Policy 107.1.5 Specific Limitations on Key Largo Mixed Use Area 2

Development in the Key Largo Mixed Use Area 2 shall be subject to regulations applicable to the Mixed Use / Commercial (MC) Future Land Use Designation as well as the additional restriction set out below:

Consistent with Policy 101.4.20, in order to implement the Florida Keys Carrying Capacity Study, maintain the overall County density and the preservation of native habitat, this site/property shall not increase its allocated density and allowable development potential for permanent residential units. The following development controls shall apply:

1. The allocated density for permanent residential uses on the site shall remain 0.50 dwelling units per acre.

The Key Largo Mixed Use Area 2, having Real Estate Numbers 00091000.000000 and 00091020.000000, is approximately 2.28 acres of land and is legally described as:

A tract of land 48.9 feet wide, and part of Lot 10 according to George McDonald's Plat of part of Section 5, Township 62, Range 39, on Key Largo as recorded in Plat Book 1, at Page 59 of the Public Records of Monroe County, Florida, more particularly described as follows;

From the dividing line between Lots 10 and 11, according to said Plat Book 1, Page 59, run Southwesterly along the Northwesterly right of way line of State Road 5 (Overseas Highway) a distance of 515 feet to the Point of Beginning of the tract hereafter described, thence Northwesterly at right angles to said Northwesterly right of way line a distance of 487.7 feet, more or less to the shore of Florida Bay, thence along the shore of Florida Bay in the Northeasterly right of way line, distance of 48.9 feet to the point of beginning, and

A tract of land 95 feet wide and part of Lot 10 according to George McDonald's Plat of part of Section 5, Township 62, Range 39, on Key Largo as recorded in Plat Book 1, at Page 59 of the Public Records of Monroe County, Florida, more particularly described as follows;

From the dividing line between Lots 10 and 11, according to said Plat Book 1, Page 59, run Southwesterly along the Northwesterly right of way line of State Road 5 (Overseas Highway) a distance of 515 feet to the Point of Beginning of the tract hereafter described, thence continue Southwesterly along the Northwesterly right of way line of State Road No. 5, a distance of 95 feet, thence northwesterly at right angles 695.1 feet, thence Northeasterly along a bulkhead line to a point 687.7 feet North of the Point of Beginning, thence Southeasterly 687.7 feet to the Pont of Beginning.

See table – sub area policy maintains residential density of property (no increase).

Future Land Use Densities and Intensities

Future Land Use Category And Corresponding Zoning	Allocated Density [b] (per acre)	Maximum Net Density [a][b][1] (per buildable acre)	Maximum Intensity (floor area ratio)
Mixed Use/Commercial (MC)[g][i] (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)
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

IV. CONSISTENCY WITH THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN, THE KEY LARGO COMMUNIKEYS 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 (Note: compliance with Policy 101.4.20 must be established prior to BOCC adoption of the proposed FLUM amendment). Specifically, it 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 101.4: Monroe County shall regulate future development and redevelopment to maintain the character of the community and protect the natural resources by providing for the compatible distribution of land uses consistent with the designations shown on the Future Land Use Map.

Policy 101.4.5: The principal purpose of the Mixed Use/ Commercial land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment.

Policy 101.4.20: In order to implement the Florida Keys Carrying Capacity Study, Monroe County shall promote the reduction in overall County density and intensity and the preservation of Monroe County's native habitat by enacting legislation which implements the following policy statements for private applications for future land use map amendments which increase allowable density and/or intensity. Private application(s) means those applications from private entities with ownership of the upland development and parcel(s) of land or includes private upland development on County-owned land.

Private applications requesting future land use map designation amendments received after the effective date of this ordinance, which propose increases in allocated density and intensity shall be required to comply with either option (1) or (2) below:

(1) For every acre of land, and/or fractions thereof, where there is a request to increase density and/or intensity, a private applicant shall purchase and donate land that is a minimum of twice the size of the parcel subject to the proposed request, which contains non-scarified native upland habitat and/or undisturbed wetland habitat to Monroe County for conservation. The following requirements apply:

- The donated land shall be designated as Tier I, Tier II or Tier III-A Special Protection Area and be located on Big Pine Key/No Name Key or be within the same sub-area of unincorporated Monroe County as the proposed increase in density and/or intensity.
- The land shall be inspected by the Monroe County Biologist to assure it is acceptable for acquisition and donation.
- A restrictive covenant shall be recorded to extinguish the development rights on the donated land.
- The Future Land Use Map Designation for the donated land may be designated by the County as Conservation (C).

(2) For each requested additional unit of density, a private applicant shall purchase and donate a lot designated as Improved Subdivision (IS) district on the Land Use (Zoning) District map which contain non-scarified native upland habitat and/or undisturbed wetland habitat to Monroe County. The following requirements apply:

- Private applicants shall provide IS lots pursuant to a 1:1 (1 unit: 1 lot) ratio to mitigate the request for increased allowable density, pursuant to option (a) or (b) below:

(a) The donated IS lot(s) shall be designated as Tier I, Tier II or Tier III-A Special Protection Area and be located on Big Pine Key/No Name Key or be within the same sub-area of unincorporated Monroe County as the proposed increase in density.

- The IS lot(s) shall be inspected by the Monroe County Biologist to assure it is acceptable for acquisition and donation.
- A restrictive covenant shall be recorded to extinguish the development rights on the donated land.
- The Future Land Use Map Designation for the donated land may be designated by the County as Conservation (C).

(b) The donated IS lot(s) shall be designated as Tier III, suitable for affordable housing and must be within the same sub-area of unincorporated Monroe County as the proposed increase in density.

- The IS lot(s) shall be dedicated to Monroe County for affordable housing projects.

For options (1) and (2) described above, the parcel which is the subject of the request to increase its density and intensity must be designated as Tier III and have existing public facilities and services and available central wastewater facilities.

Objective 101.8: Monroe County shall eliminate or reduce the frequency of uses which are inconsistent with the applicable provisions of the land development regulations and the Future Land Use Map, and structures which are inconsistent with applicable codes and land development regulations.

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.

Objective 101.20: Monroe County shall address local community needs while balancing the needs of all Monroe County communities. These efforts shall focus on the human crafted environment and shall be undertaken through the Livable CommuniKeys Planning Program.

Policy 101.20.2: The Community Master Plans shall be incorporated into the 2010 Comprehensive Plan as a part of the plan and be implemented as part of the Comprehensive Plan. The following Community Master Plans have been completed in accordance with the principles outlined in this section and adopted by the Board of County Commissioners:

5. The Key Largo Livable CommuniKeys Master Plan is incorporated by reference into the 2010 Comprehensive Plan. The term Strategies in the Master Plan is equivalent to the term Objectives

in the Comprehensive Plan and the term Action Item is equivalent to the term Policy; the meanings and requirements for implementation are synonymous.

B. The proposed amendment is consistent with the following Key Largo Livable CommuniKeys Plan Action Item:

Action Item 1.3.2: Revise the FLUM and Land Use District Maps to resolve nonconformities in the planning area where appropriate.

C. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7), Florida Statutes.

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 postdisaster 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.

D. The proposed amendment is consistent with Part II of Chapter 163, Florida Statutes (F.S.). Specifically, the amendment furthers:

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

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.

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.

163.3201, F.S. – It is the intent of this act that adopted comprehensive plans or elements thereof shall be implemented, in part, by the adoption and enforcement of appropriate local regulations on the development of lands and waters within an area. It is the intent of this act that the adoption and enforcement by a governing body of regulations for the development of land or the adoption and enforcement by a governing body of a land development code for an area shall be based on, be related to, and be a means of implementation for an adopted comprehensive plan as required by this act.

V. PROCESS

Comprehensive Plan Amendments may be proposed by the BOCC, 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 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 State Land Planning Agency. If the amendment is transmitted to State Land Planning Agency, they review the proposal and issue an Objections, Recommendations and Comments (ORC) Report. Upon receipt of the ORC report, the County has 180 days to adopt the amendment, adopt the amendment with changes or not adopt the amendment.

VI. STAFF RECOMMENDATION

Staff recommends approval of the proposed subarea policy, as detailed in this report, to maintain the permanent residential development potential and not increase the demand for ROGO allocations, for 2 parcels located at 97770 and 97702 Overseas Highway, mile marker 98, Key Largo, having real estate numbers 00091000.000000 and 00091020.000000.

VII. EXHIBITS

1. Letter of Understanding dated December 23, 2013, concerning the Coconut Bay of Key Largo and See the Sea of Key Largo properties.
2. Proposed corresponding FLUM amendment.
3. Resolution 374-2014 – Transmittal of proposed FLUM amendment.
4. Resolution 026-2015 – Transmittal of Comprehensive Plan Update.

Exhibit 1 to Staff Report

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

December 23, 2013

De Haas Consulting & Design
David De Haas Grosseck
88975 Overseas Highway #1
Tavernier, FL 33070

SUBJECT: LETTER OF UNDERSTANDING CONCERNING THE 'COCONUT BAY OF KEY LARGO INC' AND THE 'SEE THE SEA OF KEY LARGO INC' PROPERTIES, DOING BUSINESS AS BAY HARBOR LODGE, LOCATED AT 97770 AND 97702 OVERSEAS HIGHWAY (US 1), KEY LARGO, HAVING REAL ESTATE NUMBERS 00091000.000000 AND 00091020.000000

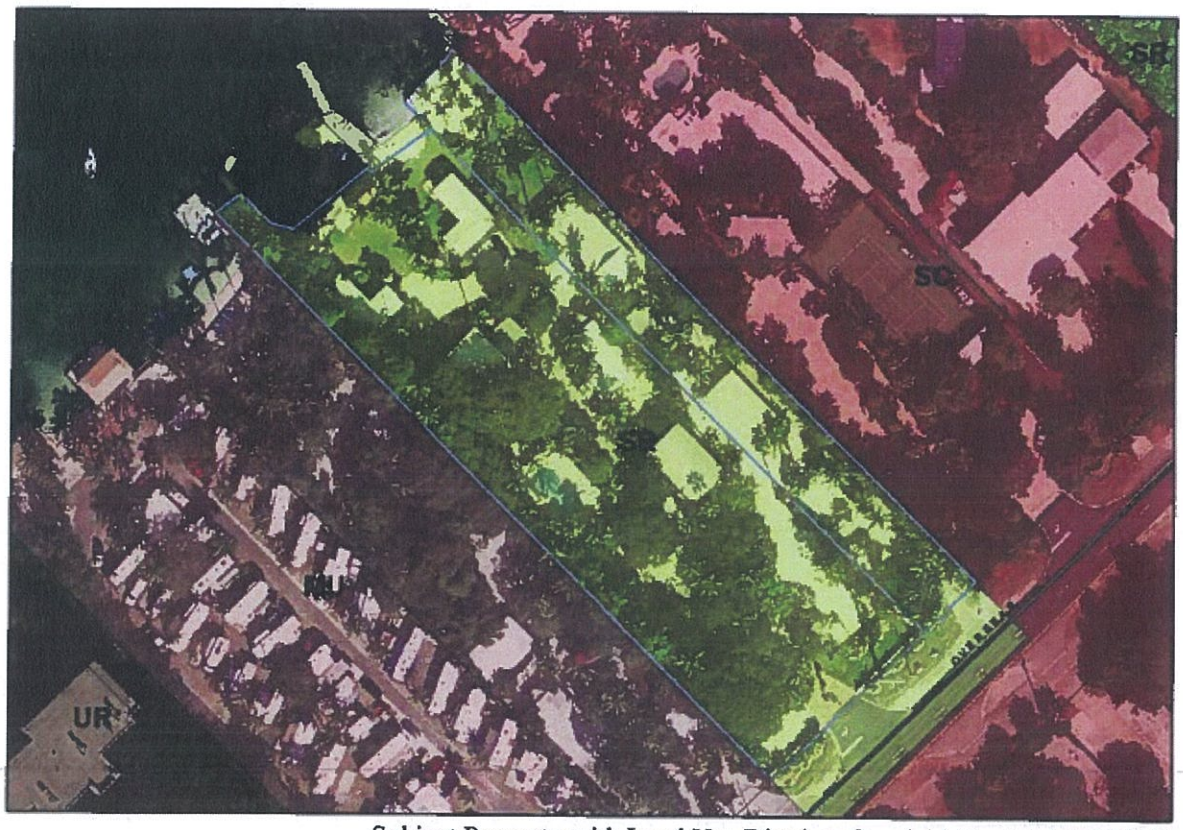
Mr. De Haas Grosseck,

Pursuant to §110-3 of the Monroe County Code (MCC), this document shall constitute a Letter of Understanding (LOU). On September 19, 2013, a Pre-Application Conference regarding the above-referenced property was held at the office of the Monroe County Planning & Environmental Resources Department in Marathon. Attendees of the meeting included David De Haas Grosseck and Eric Handte (hereafter referred to as "the Applicant") and Matt Coyle, Planner, and Joseph Haberman, Planning & Development Review Manager (hereafter referred to as "Staff").

Materials presented for review included:

(a) Pre-Application Conference Request Form;
(b) Monroe County Property Record Card;
(c) Monroe County Land Use District (LUD) Map and Future Land Use (FLU) Map;
(d) Monroe County Code (MCC); and
(e) Monroe County Comprehensive Plan (MCCP).

The Applicant requested a special letter of understanding in order to confirm whether the existing motel/hotel use on the subject property is lawfully nonconforming and how to resolve the nonconforming issue using the map amendment process.



Subject Property with Land Use Districts Overlaid (Aerial dated 2012)

Status of Existing Nonconforming Use:

The subject property currently has a LUD designation of Suburban Residential (SR) and a FLU designation of Residential Low (RL). It was partially within a BU-2 district (Medium Business) and partially within a RU-3 district (Multiple Family Residential) prior to September 15, 1986 when it was re-designated as SR (the final adoption of the LUD map was in 1992).

Note: A Land Use District Map Determination, known as a boundary determination, was filed in 1988 by a previous property owner, Laszlo Simoga. The application specifically requested a LUD change from SR to Suburban Commercial (SC). The application was not approved.

The subject property is currently developed with a motel/hotel of 21 rooms (note: this total number of rooms has yet to be confirmed by Staff as lawfully established).

There is not a building permit on file for the initial construction of the motel/hotel.

According to the Monroe County Property Appraiser's records, the portion of the subject property assessed as RE #00091020.000000 is currently developed with five buildings, with year built dates of 1968, 1971, 1983, 1954 and 1968 respectively. The only building permit on file for

a residential building is Building Permit #17938, which approved a residence with 2 bedrooms in 1969. There are several building permits on file, dating back to 1967. Most of the building permits on file refer to the name of a hotel. Building permits on file that were issued prior to September 15, 1986 include: #14532 (1967- Fla. Bay Motel), #17938 (1969 – no reference to hotel), #30704 (1973 – Bay Harbor Lodge), #C-3629 (1978 – Bay Harbor Lodge), and #C-19860 (1986 – Bay Harbor Lodge).

According to the Monroe County Property Appraiser's records, the portion of the subject property assessed as RE #00091000.000000 is currently developed with three buildings, with year built dates of 1967, 1967 and 1967 respectively. Building permits on file for residential buildings are Building Permit #2799, which approved a motel building with 2 units/rooms in 1961, Building Permit #12694, which approved a residence with 2 bedrooms in 1967, and Building Permit #17296, which approved a residence with 2 bedrooms in 1969. There are several building permits on file, dating back to 1961. Most of the building permits on file refer to the name of a hotel. Building permits on file that were issued prior to September 15, 1986 include: #2799 (1961- motel, unspecified), #12694 (1967 – no reference to hotel), #17040 (1968 – no reference to hotel), #17296 (1969 – no reference to hotel), #25075 (1972 – no reference to hotel), #30703 (1973 – no reference to hotel), and #C-11417 (1982 – no reference to hotel).

Pursuant to MCC §130-94(c)(6), in the SR LUD, hotels of fewer than 12 rooms may be permitted with a major conditional use permit, 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, and 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.

Nonetheless, although a hotel of up to 11 rooms may be permitted in the SR LUD, the RL FLU category does not allow hotels. MCCP Policy 101.4.2, which provides the purpose of the RL FLU, does not refer to hotels or other transient residential uses. Further, MCCP Policy 101.4.22 states that, for the RL FLUM category, the allocated density for transient residential uses is 0 rooms/spaces and the maximum net density for transient residential uses is N/A.

The hotel use is not consistent with the RL FLUM category, as it does not conform to its purpose, which is set forth in MCCP Policies 101.4.2 *(principal purpose of the Residential Low land use category is to provide for low-density residential development in partially developed areas with substantial native vegetation)* and 101.4.22. As such it is considered a nonconforming use to the provisions of the MCCP and as it was lawfully established, the hotel use may continue to exist per the nonconformity policies provided under MCCP Objective 101.8.

Although the hotel use is permitted in SR LUD, the provision of the SR LUD allowing a hotel is inconsistent with the superseding RL FLU category, in which the SR LUD must be consistent. As such it is considered a nonconforming use to the MCC and as it was lawfully established, the hotel use may continue to exist per the nonconforming use regulations provided under MCC §102-56.

Note: Pursuant to MCC §102-55, all known, lawful nonconforming uses may be registered with the Planning & Environmental Resources Department. Once discovered and determined to be lawful, the planning director, or his or her designee, shall add recognized lawful nonconforming uses to an official registry.

Total Number of Motel/Hotel Rooms and Letter of Development Rights Determination:

This letter does not recognize, or otherwise support, the total number motel/hotel rooms (21) referred to in the pre-application conference application as lawfully established. In order to receive a determination regarding the lawfully established number of motel/hotel rooms, the property owner must submit a Letter of Development Rights Determination application.

Map Amendment Process to Turn the Existing Nonconforming Use into a Conforming Use:

The Board of County Commissioners passed and adopted a Planning & Environmental Resources Department's fee schedule (currently Resolution #183-2013). Of relevance to the subject property and the development thereon, the fee schedule currently includes the following provision:

> There shall be no application or other fees, except advertising and noticing fees, for property owners who apply for a map amendment to the official [Land Use District (LUD)] map and/or the official [Future Land Use Map (FLUM)], if the property owner can provide satisfactory evidence that a currently existing use on the site that also existed lawfully in 1992 was deemed nonconforming by final adoption of the LUD map and/or a currently existing use on the site that also existed lawfully on the site in 1997 was deemed nonconforming by final adoption of the FLUM. To qualify for the fee exemption, the applicant must apply for a LUD and/or FLUM designation(s) that would eliminate the non-conforming use created with adoption of the existing designation(s) and not create an adverse impact to the community. Prior to submittal of a map amendment application, the applicant must provide the evidence supporting the change and application for a fee exemption with the proposed LUD map/FLUM designations to the Monroe County Planning & Environmental Resources Department as part of an application for a Letter of Understanding. Following a review, the Director of Planning & Environmental Resources shall determine if the information and evidence is sufficient, and whether the proposed LUD map and/or FLUM designations are acceptable for the fee waiver, and approve or deny the fee exemption request. This fee waiver Letter of Understanding shall not obligate the staff to recommend approval or denial of the proposed LUD or FLUM Category.

Resolution #183-2013 requires the property owner to provide satisfactory evidence that the existing use on the site existed lawfully in 1992 and was deemed nonconforming by final adoption of the LUD map and/or the existing use on the site existed lawfully in 1997 and was deemed nonconforming by final adoption of the FLUM. Following a review, as the hotel buildings were constructed prior to the adoption of the Land Development Code in 1986, Staff has determined that the existing hotel use existed lawfully in 1992 and was deemed nonconforming by the final adoption of the LUD map. Staff has also determined that the existing

hotel use existed lawfully in 1997 and was deemed nonconforming by the final adoption of the FLUM.

Staff has found that there is satisfactory evidence indicating that the existing SR LUD designation and RL FLUM designation may have been assigned in error as there had been a motel/hotel on the property on and prior to September 15, 1986. If you choose new designations that permit the existing hotel/motel use, Staff has determined that such applications qualify for fee exemptions to the "Comprehensive Plan, Future Land Use Map (FLUM) Amendment" of $5,531.00 and the "Land Use District Map, Amendment–Nonresidential" fee of $4,929.00. You may submit a FLUM amendment and/or LUD amendment application without the submittal of the aforementioned application fees. You are responsible for all other fee requirements, including the fees for advertising ($245.00 per application) and noticing ($3.00 per each surrounding property per application). Please note that you are eligible for these fee waivers so long as such waivers are permitted by the fee schedule. If the fee schedule is amended to remove such a provision in the future, you may not be eligible to submit the application without such application fees.

Resolution #183-2013 requires the property owner to apply for a LUD and/or FLUM designation(s) that would eliminate the non-conforming use. Further, it is the responsibility of the property owner to decide upon a new LUD and FLUM designation and submit the corresponding applications and noticing/advertising fees.

In addition, Staff is not obligated to recommend approval of any LUD or FLUM designations proposed by the property owner. Resolution #183-2013 requires a LUD and/or FLUM designation(s) that would not create an adverse impact to the community. Staff is required to review the application on its merit and determine upon a full review that it would not create an adverse impact to the community and it is consistent with the provisions of the MCCP and MCC. Further, private applications requesting a FLU amendment must comply with the requirements of MCCP 101.4.20, which concerns amendments proposing an increase in allocated density and/or intensity. This policy requires the purchase and donation of land to offset the proposed increase (includes the requirement to donate acreage or Improved Subdivision (IS) lots).

Note: The contiguous, neighboring property to the southwest (assessed as RE #00091010.000000) was granted a FLUM amendment from Residential Low (RL) to Mixed Use / Commercial (MC) in 2008, as memorialized by Ordinance #025-2008. In addition, it was granted a LUD amendment from Suburban Residential (SR) to Mixed Use (MU) in 2009, as memorialized by Ordinance #005-2009.

Another neighboring property to the southwest (assessed as RE #00091090.000000) was granted a FLUM amendment from Residential High (RH) to Mixed Use / Commercial (MC) in 2008, as memorialized by Ordinance #026-2008. In addition, it was granted a LUD amendment from Urban Residential Mobile Home (URM) to Mixed Use (MU) in 2009, as memorialized by Ordinance #006-2009.

* * * * * * *

Pursuant to MCC §110-3, you are entitled to rely upon the representations set forth in this letter as accurate under the regulations currently in effect. This letter does not provide any vesting to the existing regulations. If the Monroe County Code or Comprehensive Plan is amended, the project will be required to be consistent with all regulations and policies at the time of development approval. The Department acknowledges that all items required as a part of the application for development approval may not have been addressed at the meeting, and consequently reserves the right for additional comment.

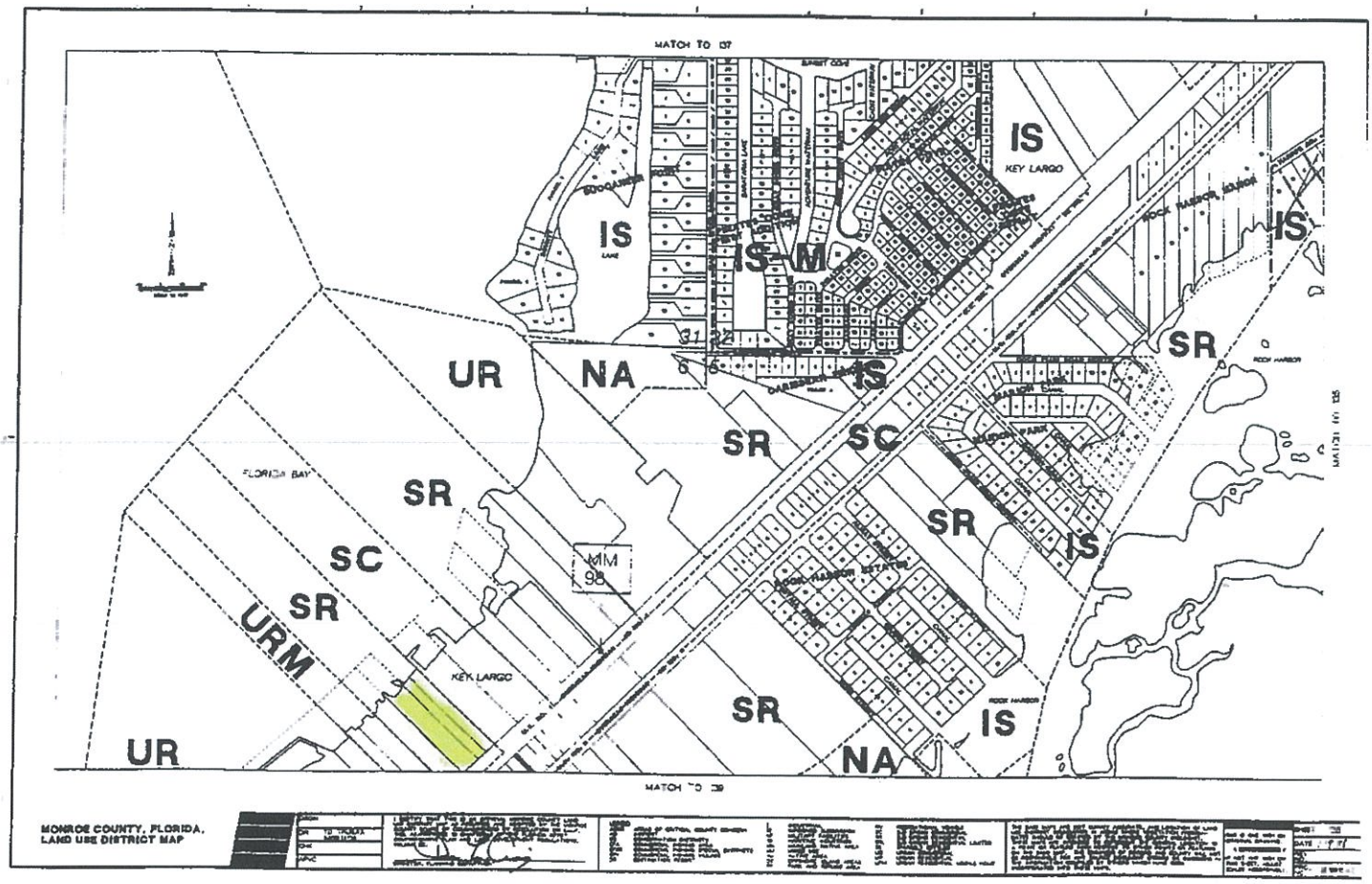
You may appeal decisions made in this letter. The appeal must be filed with the County Administrator, 1100 Simonton Street, Gato Building, Key West, FL 33040, within thirty (30) calendar days from the date of this letter. In addition, please submit a copy of your application to Planning Commission Coordinator, Monroe County Planning & Environmental Resources Department, 2798 Overseas Highway, Suite 410, Marathon, FL 33050.

We trust that this information is of assistance. If you have any questions regarding the contents of this letter, or if we may further assist you with your project, please feel free to contact our Marathon office at (305)289-2500.

Sincerely yours,

Townsley Schwab, Senior Director of Planning & Environmental Resources

CC: Joseph Haberman, Planning & Development Review Manager
Mayte Santamaria, Assistant Director of Planning & Environmental Resources
Michael Roberts, Senior Administrator of Environmental Resources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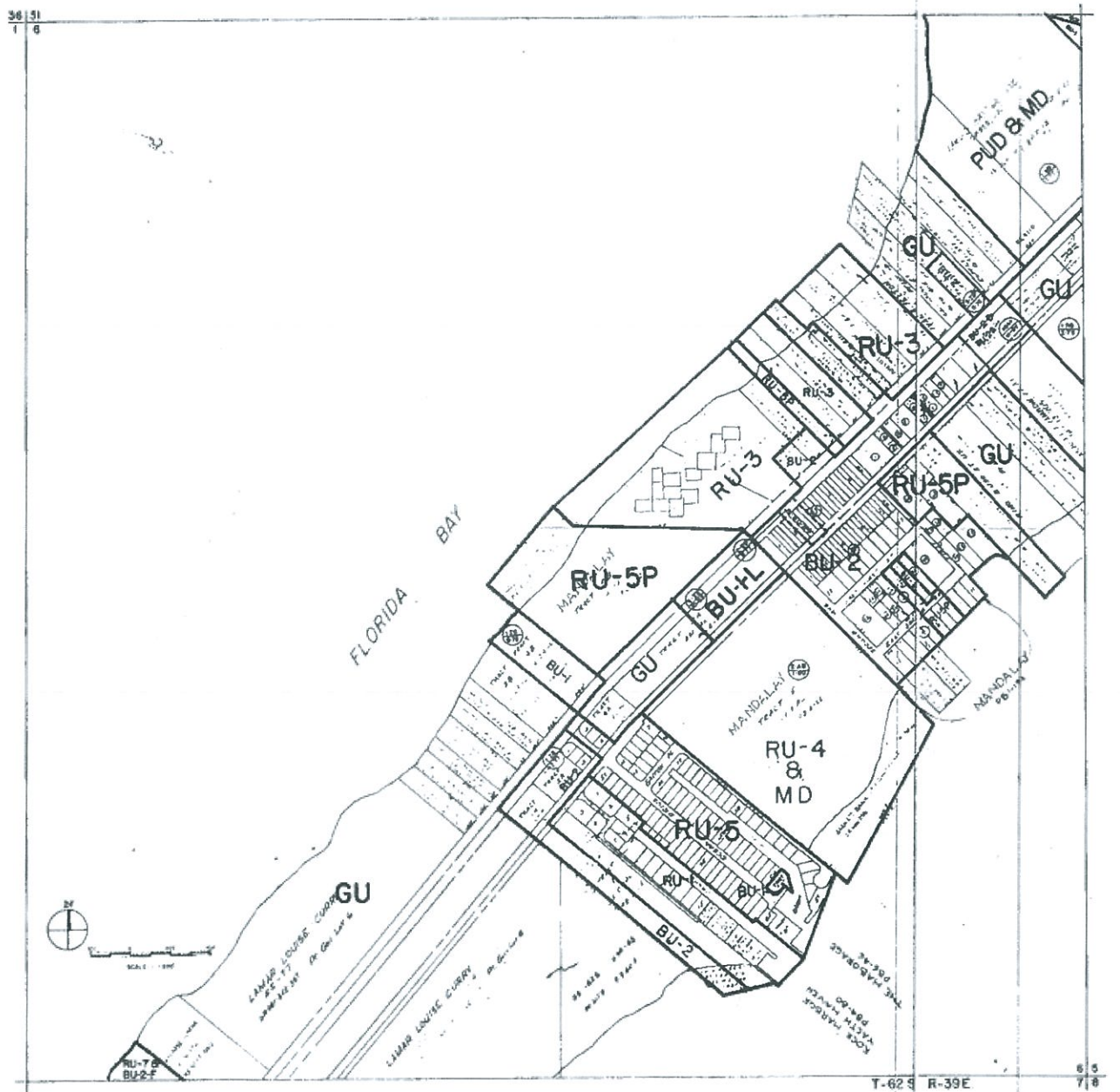
MATCH TO 39
MONROE COUNTY, FLORIDA,
LAND USE DISTRICT MAP


36 | 31
1 | 6
PUD & MD
GU
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FLORIDA BAY
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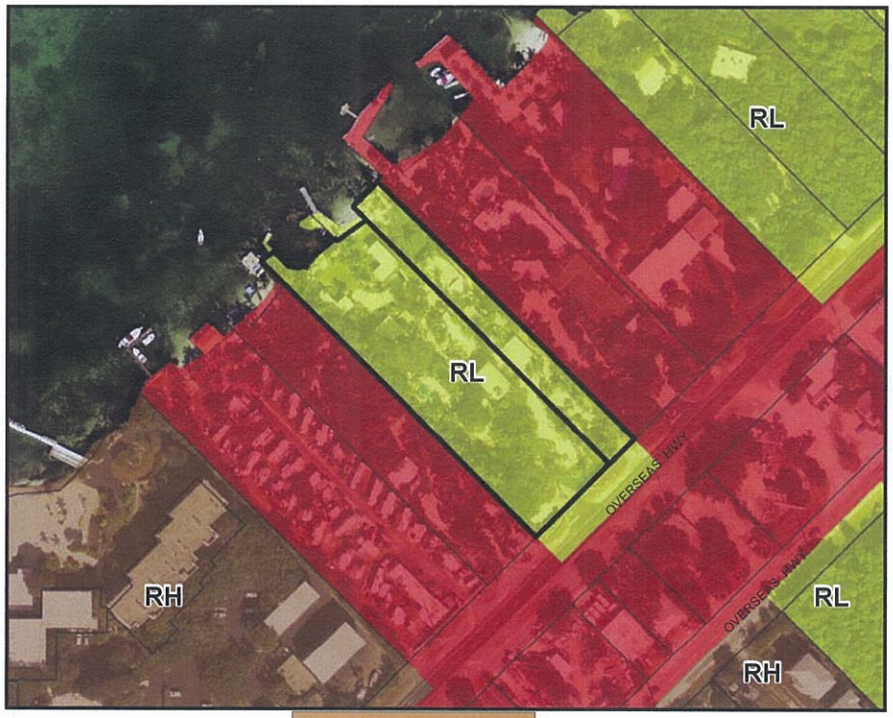
LAMAR LOUISE CURRY
LAMAR LOUISE CURRY
RU-7 &
BU-2-F
6 | 5
7 | 8
T-62 S R-39E

Exhibit 2 to Staff Report

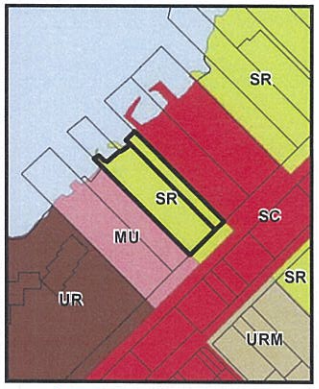
Monroe County Future Land Use Amendment



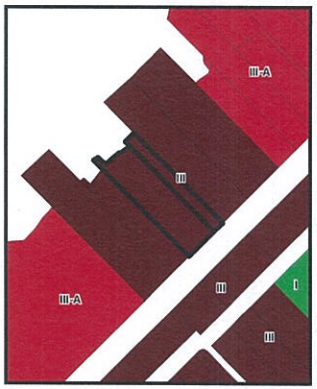
Existing Conditions

Proposed Conditions

Future Land Use Designations: A = Agriculture; AD = Airport District; C = Conservation; E = Education; I = Industrial; M = Military; MC = Mixed Use/Commercial; MCF = Mixed Use/Commercial Fishing; MN = Mainland Native; PB = Public Buildings/Grounds; PF = Public Facilities; R = Recreation; RC = Residential Conservation; RH = Residential High; RL = Residential Low; RM = Residential Medium



Land Use District



Tier Designation

Growth Management Division

We strive to be caring, professional, and fair.

The Monroe County Future Land Use District is proposed to be amended as indicated above and briefly described as:

Key: Key Largo Mile Marker: 98 Map Amendment #:_____

Acreage: 2.21 Land Use District Map #: 139

Ordinance No.: _____

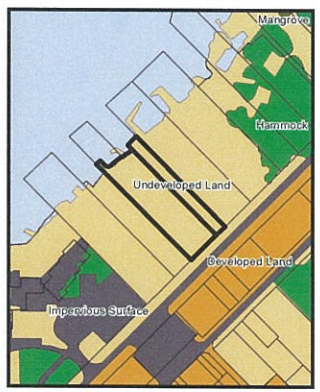
Date of Adoption: _____

Proposal: Future Land Use change of two parcels from Residential Low (RL) to Mixed-Use Commercial (MC).

Property Description:

RE Numbers: 00091000-000000 and 00091000-000020

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.



Habitat Type

Number of Protected Species

8/6/2014

Exhibit 3 to Staff Report

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 374 2014

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TRANSMITTING TO THE STATE LAND PLANNING AGENCY AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY FUTURE LAND USE MAP FROM RESIDENTIAL LOW (RL) TO MIXED USE/COMMERCIAL (MC) FOR PROPERTY LOCATED AT 97770 AND 97702 OVERSEAS HIGHWAY, KEY LARGO, MILE MARKER 98, 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 00091000.000000 AND 00091020.000000, AS PROPOSED BY SEE THE SEA OF KEY LARGO, INC. AND COCONUT BAY OF KEY LARGO, INC.

WHEREAS, the Monroe County Board of County Commissioners conducted a public hearing for the purpose of considering the transmittal pursuant to the State Coordinated Review Process in Sec. 163.3184(4), F.S., to the State Land Planning Agency for objections, recommendations and comments, and to the other Reviewing Agencies as defined in Sec. 163.3184(1)(c), F.S., for review and comment on a proposed amendment to the Monroe County Year 2010 Comprehensive Plan as described above; and

WHEREAS, the Monroe County Planning Commission and the Monroe County Board of County Commissioners support the transmittal of the requested future land use map amendment;

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 review of the proposed future land use map amendment.

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 3. 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 regular meeting held on the 10th day of December, 2014.

Mayor Danny L. Kolhage	Yes
Mayor Pro Tem Heather Carruthers	Yes
Commissioner David Rice	Yes
Commissioner George Neugent	Yes
Commissioner Sylvia Murphy	Yes

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

BY _____

Mayor Danny L. Kolhage

(SEAL)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 11/19/14

ATTEST: Amy Heavilin, Clerk

_____

Deputy Clerk

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. ____ - 2015

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY FUTURE LAND USE MAP FROM RESIDENTIAL LOW (RL) TO MIXED USE/COMMERCIAL (MC) FOR PROPERTY LOCATED AT 97770 AND 97702 OVERSEAS HIGHWAY, KEY LARGO, MILE MARKER 98, 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 00091000.000000 AND 00091020.000000, AS PROPOSED BY SEE THE SEA OF KEY LARGO, INC. AND COCONUT BAY OF KEY LARGO, 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.

WHEREAS, on June 16, 2014, See the Sea of Key Largo, Inc. and Coconut Bay of Key Largo, Inc., doing business as Bay Harbor Lodge, submitted an application requesting to amend the Future Land Use Map (FLUM) of the Monroe County Year 2010 Comprehensive Plan from Residential Low (RL) to Mixed Use/Commercial (MC); and

WHEREAS, the subject property is located at 97770 and 97702 Overseas Highway, Key Largo, Mile Marker 98, 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 00091000.000000 and 00091020.000000; and

WHEREAS, See the Sea of Key Largo, Inc. and Coconut Bay of Key Largo, Inc., doing business as Bay Harbor Lodge, operates a hotel/motel at the subject property with a current FLUM designation of RL, which does not allow hotels or other transient residential uses,

therefore the existing use is considered nonconforming to the provisions of the current Comprehensive Plan; and

WHEREAS, See the Sea of Key Largo, Inc. and Coconut Bay of Key Largo, Inc., doing business as Bay Harbor Lodge, is requesting a change to the FLUM designation in order to eliminate the nonconformity for the existing hotel/motel use; and

WHEREAS, during a regularly scheduled meeting held on September 23, 2014, the Monroe County Development Review Committee reviewed the proposed FLUM amendment and the Chair recommended approval; and

WHEREAS, during a regularly scheduled public hearing held on October 29, 2014, the Monroe County Planning Commission reviewed the proposed FLUM amendment and recommended approval to the Board of County Commissioners, contingent on compliance with Policy 101.4.20 prior to adoption; and

WHEREAS, the Monroe County Planning Commission made the following findings of fact and conclusions of law:

1. The proposed FLUM is not anticipated to adversely impact the community character of the surrounding area; and
2. The proposed FLUM is not anticipated to adversely impact the Comprehensive Plan adopted Level of Service; and
3. The proposed amendment is consistent with the Goals, Objectives and Policies of the Monroe County Year 2010 Comprehensive Plan, contingent on compliance with Policy 101.4.20 prior to adoption; and
4. The proposed amendment must comply with Comprehensive Plan Policy 101.4.20 prior to adoption by the Board of County Commissioners. Based on the density/intensity analysis, and in order to mitigate for the impacts of approval, one of the following options needs to be addressed:
    a. Donation of 4.4 acres of non-scarified land designated Tier I or Tier III-A SPA located within the Upper Keys Subarea;
    b. Donation 12 non-scarified IS Lots designated Tier I or Tier III-A located within the Upper Keys Subarea; or
    c. Donation 12 IS lots designated Tier III for affordable housing within the Upper Keys Subarea.; and
5. The proposed amendment is consistent with the Key Largo Community Master Plan; and
6. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Section 380.0552(7), Florida Statute; and
7. The proposed amendment is consistent with Part II of Chapter 163, Florida Statute.

WHEREAS, the Monroe County Planning Commission passed Resolution No. P34-14 recommending approval of the proposed amendment contingent on compliance with Policy 101.4.20 prior to adoption; and

WHEREAS, at a regularly scheduled meeting held on the ___day of_____, the Monroe County Board of County Commissioners held a public hearing, considered the staff report, and 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, and recommended _____ 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 Monroe County Board of County Commissioners makes the following Conclusions of Law:

1. The ordinance is consistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern;
2. The ordinance is consistent with the provisions and intent of the Monroe County Comprehensive Plan; and
3. The ordinance is consistent with the provisions and intent of the Monroe County Code;
4. The ordinance must comply with Comprehensive Plan Policy 101.4.20 prior to adoption by the Board of County Commissioners. Based on the density/intensity analysis, and in order to mitigate for the impacts of approval, one of the following options needs to be addressed:
   a. Donation of 4.4 acres of non-scarified land designated Tier I or Tier III-A SPA located within the Upper Keys Subarea;
   b. Donation 12 non-scarified IS Lots designated Tier I or Tier III-A located within the Upper Keys Subarea; or
   c. Donation 12 IS lots designated Tier III for affordable housing within the Upper Keys Subarea; 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 MONROE COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. The Future Land Use Map of the Monroe County 2010 Comprehensive Plan is amended as follows:

The property located at 97770 and 97702 Overseas Highway, Key Largo, Mile Marker 98, 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 00091000.000000 and 00091020.000000 is changed from Residential Low (RL)

to Mixed Use/Commercial (MC) as shown on Exhibit 1, attached hereto and incorporated herein.

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 Director of Planning to the 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 the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding the amendment in compliance, and if challenged, until such challenge is resolved pursuant to Chapter 120, Florida Statutes.

Section 6. Inclusion in the Comprehensive Plan. The foregoing amendment shall be incorporated in the Monroe County Year 2010 Comprehensive Plan and included on the Future Land Use Map.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the ____ day of _____, 2015.

Mayor Danny L. Kolhage	____
Mayor Pro Tem Heather Carruthers	____
Commissioner David Rice	____
Commissioner George Neugent	____
Commissioner Sylvia Murphy	____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

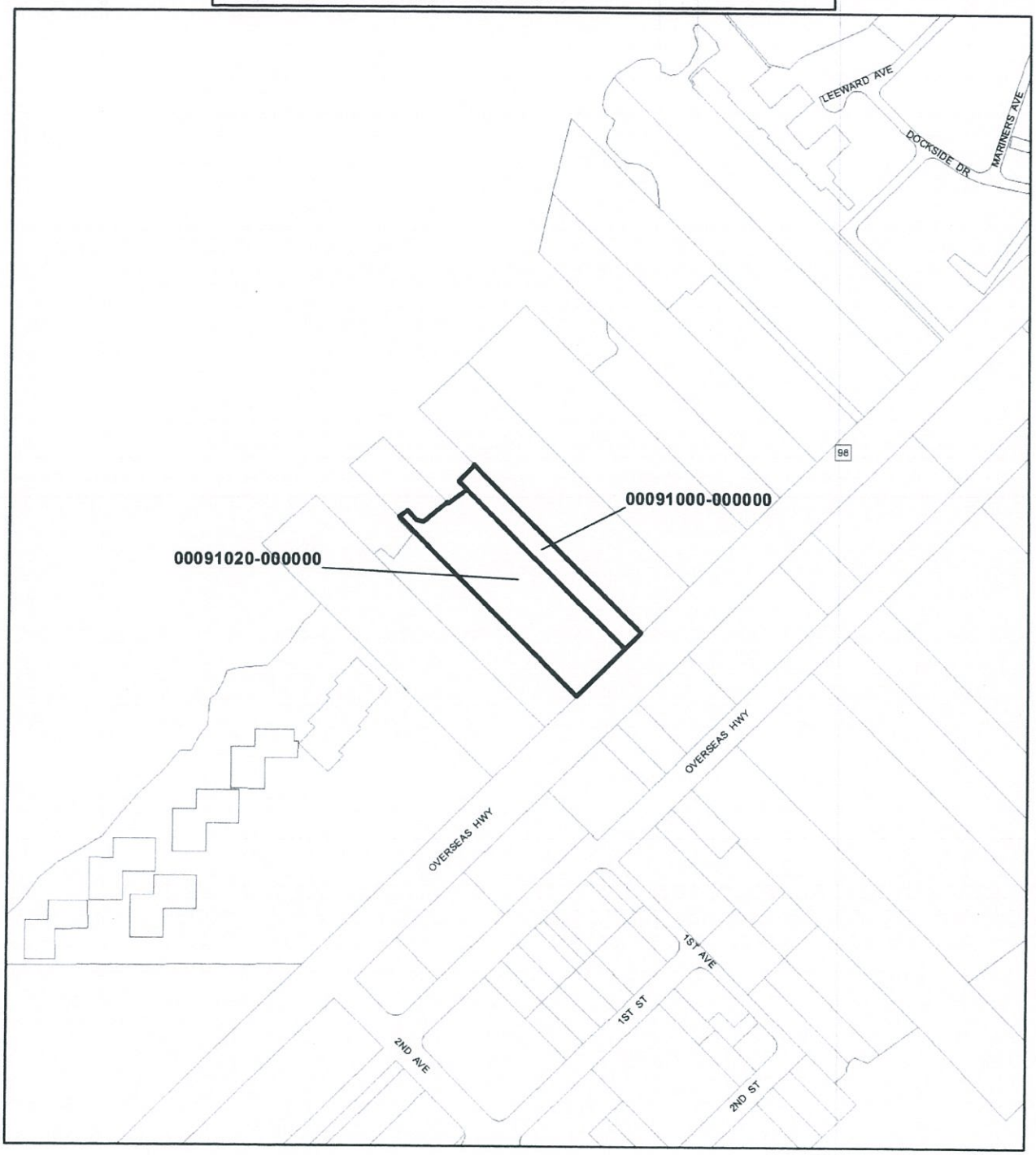
BY _____
Mayor Danny L. Kolhage

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

_____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 11/19/14

Exhibit 1 to Ordinance# -2015



The Monroe County Future Land Use Map is amended as indicated above.

Proposal: Future Land Use change of two parcels of land in Key Largo having Real Estate Numbers: 00091000-000000 and 00091020-000000 from Residential Low (RL) to Mixed-Use Commercial (MC).

N

Exhibit 4 to Staff Report

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 026-2015

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TRANSMITTING TO THE STATE LAND PLANNING AGENCY AN ORDINANCE OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN TO BE CONSISTENT WITH THE RESULTS OF THE TECHNICAL DOCUMENT UPDATE (DATA AND ANALYSIS), THE ADOPTED 2012 EVALUATION AND APPRAISAL REPORT AND THE 2014 EVALUATION AND APPRAISAL NOTIFICATION LETTER AND ADOPTING THE MONROE COUNTY YEAR 2030 COMPREHENSIVE PLAN.

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 of the Monroe County Year 2030 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 14th day of Jan., 2015.

Mayor Danny L. Kolhage	Yes
Mayor *Pro Tem* Heather Carruthers	Yes
Commissioner George Neugent	Yes
Commissioner David Rice	Yes
Commissioner Sylvia Murphy	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
Mayor Danny L. Kolhage

ATTEST: Amy Heavilin, Clerk

_____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 1-5-15

CLK. CIR. CT.
MONROE COUNTY, FLA

2015 FEB 25 AM 11:16

FILED FOR RECORD

Exhibit A

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. ____ - 2015

AN ORDINANCE OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN TO BE CONSISTENT WITH THE RESULTS OF THE TECHNICAL DOCUMENT UPDATE (DATA AND ANALYSIS), THE ADOPTED 2012 EVALUATION AND APPRAISAL REPORT AND THE 2014 EVALUATION AND APPRAISAL NOTIFICATION LETTER AND ADOPTING THE MONROE COUNTY YEAR 2030 COMPREHENSIVE PLAN, ATTACHED AS EXHIBIT 1; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE 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 Monroe County Board of County Commissioners adopted the Monroe County Comprehensive Plan on April 15, 1993; as amended pursuant to DCA Rule 9J-14.022, Florida Administrative Code on January 4, 1996, and adopted by Florida Administrative Code Rule 28-20.100 Part I, January 2, 1996 and Part II, July 14, 1997; and

WHEREAS, the Florida Legislature intends that local planning be a continuous process, and the Florida Statutes encourage local governments to comprehensively evaluate and, as necessary, update comprehensive plans to reflect changes in local conditions; and

WHEREAS, the Monroe County Board of County Commissioners adopted an Evaluation and Appraisal Report (EAR), pursuant to Section 163.3191, Florida Statutes, for the Monroe County Year 2010 Comprehensive Plan on August 18, 2004, and subsequently adopted Comprehensive Plan amendments in accordance with the 2004 EAR; and

WHEREAS, Monroe County commenced a new EAR process in 2010 with active public participation provided; and

WHEREAS, the Monroe County Planning Commission, acting as the designated Local Planning Agency, reviewed the 2012 EAR, held advertised special public meetings on November

2, 2011, and February 6, 2012, and provided for participation by the public in the process, and rendered its recommendations to the Board of County Commissioners; and;

WHEREAS, the Board of County Commissioners reviewed the EAR, held an advertised public meeting on November 16, 2011, and an advertised special public meeting on March 19, 2012, provided for comments and public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process; and

WHEREAS, the Board of County Commissioners held a special public meeting on May 22, 2012, and adopted Resolution No. 150-2012 adopting the 2012 Evaluation and Appraisal Report (EAR) for the Monroe County Year 2010 Comprehensive Plan; and

WHEREAS, the Monroe County Planning Commission, acting as the Local Planning Agency (LPA), held advertised special public meetings on September 23, 2013, October 1, 2013 and October 10, 2013 to review the proposed EAR-related comprehensive plan amendments, and provided for comments and public participation in accordance with the requirements of state law and the procedures adopted for public participation in the planning process; and

WHEREAS, the Monroe County Planning Commission, acting as the Local Planning Agency (LPA), held an advertised special public hearing on November 15, 2013, provided for comments and public participation in accordance with the requirements of state law and the procedures adopted for public participation in the planning process, and recommended proposed EAR-related comprehensive plan amendments to the BOCC; and

WHEREAS, the Board of County Commissioners held advertised special public hearings on March 21, 2014, April 23, 2014, and May 22, 2014, to review proposed EAR-related comprehensive plan amendments and provided for comments and public participation in accordance with the requirements of state law and the procedures adopted for public participation in the planning process; and

WHEREAS, in 2011, Section 163.3191(1), Florida Statutes, was amended; it directed local governments to evaluate their comprehensive plans at least once every seven years to determine if plan amendments are necessary to reflect changes in state requirements since the last update of the comprehensive plan, and to submit an Evaluation and Appraisal (EA) Notification Letter to the State Land Planning Agency; and

WHEREAS, the State Land Planning Agency revised the Monroe County EA deadline to May 1, 2014, in Rule 73C-49, F.A.C.; and

WHEREAS, the Board of County Commissioners held a public hearing on April 23, 2014, and approved the EA Notification Letter to the State Land Planning Agency which specified the necessary plan amendments required to reflect changes in requirements in State Statutes; and

WHEREAS, the Board of County Commissioners held an advertised special public hearing on July 23, 2014, 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 EAR-related and EA-related 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 continued the public hearing to consider transmittal to October 7, 2014; and

WHEREAS, the Board of County Commissioners held an advertised special public hearing on October 7, 2014, 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 EAR-related and EA-related 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 continued the public hearing to consider transmittal to December 10, 2014, to further discuss height policies for addressing the replacement of existing buildings which exceed the 35ft height limit, non-habitable architectural decorative features, flood protection purposes and affordable housing as well as review of an inventory of privately-owned offshore islands in unincorporated Monroe County; and

WHEREAS, the Board of County Commissioners held an advertised public hearing on December 10, 2014, 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 EAR-related and EA-related 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 directed staff to maintain the existing adopted height and offshore island policies and to process separate amendments to address these topics; and

WHEREAS, the Board of County Commissioners continued the public hearing to consider transmittal to January 14, 2015; 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 in Exhibit 1, attached hereto. (Deletions are ~~stricken through~~ and additions are underlined.)

Section 2. The Monroe County 2030 Comprehensive Plan is hereby created and adopted with the amendments identified within Exhibit 1, which is attached hereto and incorporated herein.

Section 3. 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 4. 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 5. 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 6. 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.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the _____ day of _____, 2015.

Mayor Danny L. Kolhage _____
Mayor *Pro Tem* Heather Carruthers _____
Commissioner George Neugent _____
Commissioner David Rice _____
Commissioner Sylvia Murphy _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
Mayor Danny L. Kolhage

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

_____
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 1-5-15

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Planning & Environmental Resources

Bulk Item: Yes ____ No _X___ Staff Contact /Phone #: Mitzi Crystal/ 289-2523

AGENDA ITEM WORDING: 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.**

ITEM BACKGROUND: The petitioner has requested abandonment of a portion of the right-of-way of 7th Avenue, as described above, in order to use the driveway and property more effectively. The portion of a platted right-of-way considered for abandonment is at the terminal portion of the T-type turnaround of 7th Avenue. A request for continuance was made at the November 17, 2015 meeting and subsequently granted to allow additional time to work with staff on a revised application. Additional time beyond that originally granted is needed to prepare and review the documents.

PREVIOUS RELEVANT BOCC ACTION: October 21, 2015- Adoption of a resolution setting a public hearing for November 17, 2015.
November 17, 2015- Public hearing continued to January 20, 2016.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval of Continuance to February 10, 2016.

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 SW 12/29 OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included _X__ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

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: September 26, 2015

Subject: *A public hearing to consider denial 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 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 (File #2014-177)*

BOCC Meeting: **October 21, 2015 (set public hearing)**
November 17, 2015 (public hearing)

REQUEST:

The petitioners, Mary Readel Rev. Trust, request an abandonment of a portion of 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.

The petitioners have made the request in order to allow for greater use of their current driveway and potentially allow for greater front yard setbacks for future additions to the existing home built in 1972. The petition requests the approximately 514.56 square feet of the platted right-of-way for 7th Avenue be vacated. The area requested for abandonment is at the terminus of 7th Avenue and part of an existing paved T- turnaround. The turnaround leads directly to the petitioner's driveway and is partially paved with pavers rather than asphalt. The petitioner intends to leave the area as it is currently which will allow for ingress/egress of emergency vehicles.

Affected Properties (outlined in yellow) **Proposed Abandonment**

REVIEW OF APPLICATION:

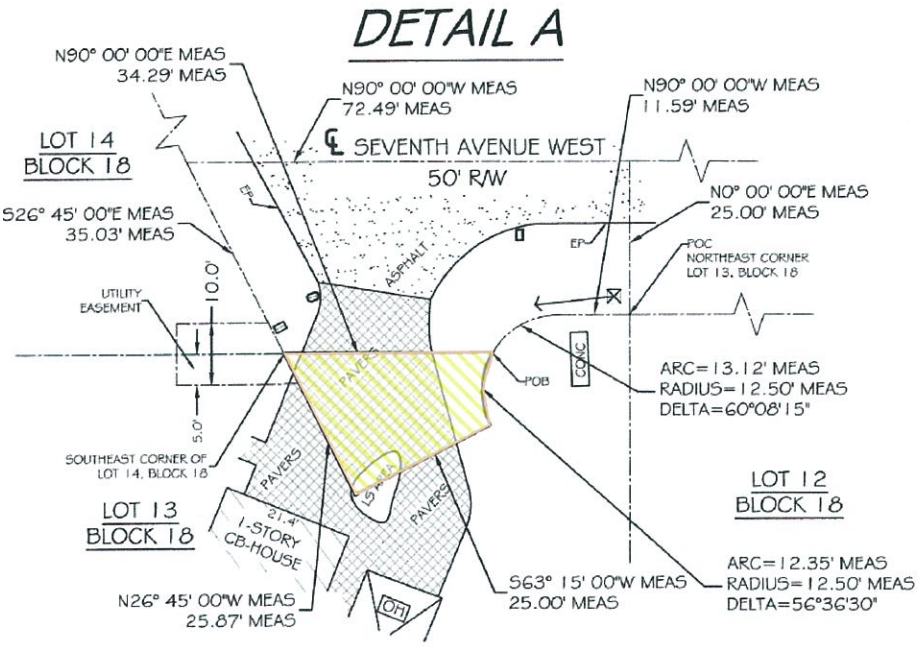
The proposed abandoned portion is described as follows:

"A portion of the 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 and more particularly described as follows:

COMMENCING at the Northeast corner of the said Lot 13 and running thence N90°00'00"W and along the Southerly Right of Way line of the said Seventh Avenue West for a distance of 11.59 feet to a point of curvature of a curve concave to the Southeast; thence Southerly continuing along the Southerly Right of Way line of the said Seventh Avenue West along a curve having a radius of 12.50 feet and a central angle of 60°08'15" for 13.12 feet to a point on the said curve, said point being the Point of Beginning of the parcel of land hereinafter described; thence continuing Southerly along the Southerly Right of Way line of the said Seventh Avenue West along a curve having a radius of 12.50 feet and central angle of 56°36'30" for 12.35 feet to a point; thence S63°15'00"W continuing along the Southerly Right of Way line of the said Seventh Avenue West for a distance of 25.00 feet; thence N 26°45'00"W and along of the Westerly Right of Way line of the said Seventh Avenue West for a distance of 25.87 feet to a point on the said Westerly Right of Way line of Seventh Avenue West, said point being the southeast corner of Lot 14, Block 18; thence N90°00'00"E for a distance of 34.29 feet back to the Point of Beginning. Said parcel CONTAINS 514.56 SQFT +/-."

The petitioner owns the only affected properties (RE No. 00174633-002700). The applicants have submitted a road abandonment petition for greater use of their current driveway and potentially allow for greater front yard setbacks for additions to the existing home. The applicant has noted the drive will remain as it is currently. No barriers for emergency access will be installed.

The petitioners are the owners of the adjacent property (RE No. 00174633-002700) therefore letter of no objection is not required by adjacent owners. The petitioner requests the area highlighted below be abandoned.



Proposed Abandonment

Written recommendations of no objection were received from the following private utilities and County departments:

Keys Energy Service, letter dated September 29, 2014
Florida Keys Aqueduct Authority, letter dated October 23, 2014
AT &T, letter dated November 3, 2014
Comcast, letter dated October 2, 2014
Monroe County Fire Marshal, letter dated April 21, 2015
Monroe County Code Compliance, letter dated January 9, 2015
Monroe County Sheriff's Office, letter dated December 23, 2014

Monroe County Engineering Services, letter dated January 15, 2015 indicates **objection** to the abandonment as it would eliminate an existing t- turnaround at the end of 7th Avenue, which is required at the end of dead end roads. The letter states: "The proposed abandonment does not conform to the requirements of Resolution No. 250-1998 regarding abandonments of rights of way; additionally, granting the requested abandonment will eliminate the t-turnaround at the end of 7th Avenue West. Accordingly, Engineering Department objects to this petition, which would eliminate the required T-turnaround."

Resolution No. 250-1998 was incorporated into Monroe County Code Section 19-1.(c) which required that 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. Since the original review of the application Monroe County Code Section 19-1 was revised and effective October 27, 2015 with Monroe County Code Section 19-1.(d) now stating "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." The petitioner requests to eliminate a partial portion of right of way in the turn-around, which is inconsistent with this requirement in both the old code and newly revised code.

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 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 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.**

(c) 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 a platted, developed right-of-way currently used for access by the property owners as the "T" portion of the right of way leads directly to the petitioner's driveway. The adjacent properties will continue using 7th Avenue as access.**

(2) Have the only platted access eliminated;

- **As noted above, the properties will continue to be accessed by 7th Avenue.**

(3) Have the paved area adjacent to that property increased for turn-around purposes; or

- **The applicant has stated the turnaround will remain as currently constructed with no barriers or increase in size.**

(4) Be increased in size.

- **The affected property will be increased in size, but there is no objection.**

(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.

- **The requested area is part of an existing turnaround. The owner intends to keep the area as it is, which would still function as a turnaround. Monroe County Code Section 114.7(p) requires a turn-around at the dead end streets. Given the location of the right of way abandonment a turn around is required.**
- **Objections were provided from Engineering Services, letter dated January 15, 2015. Monroe County Fire Marshal provided no objection in a letter dated April 21, 2015.**

(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; or3

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 abandonment of the entire width of the right of way of only one portion of the t- turnaround as shown in the graphic within this report. Engineering Services objects to the elimination of a constructed and functioning T-type turnaround at the end of 7th Avenue, a dead end street. Monroe County Code Section 114.7(p) requires turnarounds at the end of dead end streets.**

RECOMMENDATION:

Staff recommends **denial** of the petition based on an objection letter from Monroe County Engineering that the existing right of way be retained to conform to the requirements of Resolution 250-1998 and meet dead end street turnaround requirements contained within Section 114.7(p) Monroe County Code

which provides that "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."

The requested abandonment of a portion of the right-of-way of Seventh Avenue West, 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 would not meet the right of way abandonment criteria cited above and is therefore, not suitable for abandonment.

MONROE COUNTY, FLORIDA
RESOLUTION NO, -2015

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS RETAINING ANY RIGHT OF THE COUNTY AND PUBLIC IN AND TO THAT PORTION 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, PAGE 66 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

WHEREAS, an application was filed by Mary C. Readel, Rev Trust to abandon a portion of the 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; and

WHEREAS, the Board of County Commissioners of Monroe County, Florida, desires to retain all rights 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

WHEREAS, the Board makes the following Findings of Fact and Conclusions of Law:

1. **Monroe County Code Section 19-1 (c) states *"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"***

2. **Monroe County Code Section 19-1 was revised and became effective October 27, 2015, where this requirement became Section 19-1 (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."

3. **Monroe County Engineering Services letter states, "The proposed abandonment does not conform to the requirements of Resolution No. 250-1998 regarding abandonments of rights of way; additionally, granting the requested abandonment will eliminate the t-turnaround at the end of 7th Avenue West. Accordingly, Engineering Department objects to this petition, which would eliminate the required T-turnaround."**

4. **The requested abandonment would eliminate constructed and functioning T-type turnaround at the end of 7th Avenue, a dead end street. Monroe County Code Section 114.7(p) requires turnarounds at the end of dead end streets.**

5. **The requested abandonment does not meet the criteria of Monroe County Code Section 19-1 or Monroe County Code Section 114-7.(p)**

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that it hereby retains 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:

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 and more particularly described as follows:

COMMENCING at the Northeast corner of the said Lot 13 and running thence N90°00'00"W and along the Southerly Right of Way line of the said Seventh Avenue West for a distance of 11.59 feet to a point of curvature of a curve concave to the Southeast; thence Southerly continuing along the Southerly Right of Way line of the said Seventh Avenue West along a curve having a radius of 12.50 feet and a central angle of 60°08'15" for 13.12 feet to a point on the said curve, said point being the Point of Beginning of the parcel of land hereinafter described; thence continuing Southerly along the Southerly Right of Way line of the said Seventh Avenue West along a curve having a radius of 12.50 feet and central angle of 56°36'30" for 12.35 feet to a point; thence S63°15'00"W continuing along the Southerly Right of Way line of the said Seventh Avenue West for a distance of 25.00 feet; thence N 26°45'00"W and along of the Westerly Right of Way line of the said Seventh Avenue West for a distance of 25.87 feet to a point on the said Westerly Right of Way line of Seventh Avenue West, said point being the southeast corner of Lot 14, Block 18; thence N90°00'00"E for a distance of 34.29 feet back to the Point of Beginning. Said parcel CONTAINS 514.56 SQFT +/-."

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 Danny L. Kolhage	____
Mayor Pro Tem Heather Carruthers	____
Commissioner George Neugent	____
Commissioner Sylvia J. Murphy	____
Commissioner David Rice	____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY_____
Mayor Danny L. Kolhage

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

By_____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 11/5/16

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: 12.10.14
Time: _____

Dear Applicant:

This is to acknowledge submittal of your application for Road Abandonment
Type of application

Mary C. Reade | Rev Trust 7/29/03 to the Monroe County Planning Department.
Project / Name

Thank you.

Gail Creech

Planning Staff

APPLICATION

MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

RECEIVED
DEC 10 2014
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: 12 / 10 / 14
Month Day Year

Property Owner / Petitioner:

Mary C. Readel Rev. Trust 7/29/03
Name

20820 7th Ave West, Cudjoe Key, FL 33040
Mailing Address (Street, City, State, Zip Code)

Please see Agent
Daytime Phone

Please see Agent
Email Address

Agent (if applicable):

Richard J. McChesney, Esq., Smith Oropeza, PL
Name

138-142 Simonton St., Key West, FL 33040
Mailing Address (Street, City, State, Zip Code)

305-296-7227
Daytime Phone

richard@smithoropeza.com
Email Address

Description of roadway to be abandoned:

A part of 7th Ave West, Cudjoe Gardens Sixth Addition, according to the Plat thereof as recorded in Plat Book 6, Page 66, of the Public Records of Monroe County, Florida. See attached survey for accurate legal description of roadway to be abandoned.

Petitioners seek the abandonment for the following reasons:

The abandoned property will allow petitioners to create normal setbacks on the property.

Legal description of contiguous property in which the abandoned roadway would become part:
(If in metes and bounds, attach legal description on separate sheet)

See attached legal description described in metes and bounds.

18	13	Cudjoe Gardens Sixth Addition	Cudjoe Key
Block	Lot	Subdivision	Key (Island)
00174633-002700		1224413	
Real Estate (RE) Number		Alternate Key Number	
20820 7th Ave West, Cudjoe Key, FL 33040			MM 21
Street Address (Street, City, State, Zip Code)		Approximate Mile Marker	

Present use of the roadway to be abandoned: County Road/Driveway

Proposed use of the roadway to be abandoned: Private Use/Driveway

Total land area of the roadway to be abandoned: Approximately 514.56 Sq. ft.

Please provide all reasons for why the county should grant the road abandonment (if necessary, attach additional sheets)**:**

Petitioner owns the majority of the adjacent land and is the only party using the land to be abandoned. Petitioner seeks to unify this land by virtue of the road abandonment.

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.

APPLICATION

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); ATTACHED
- ☒ **Correct fee** (check or money order to Monroe County Planning & Environmental Resources); ATTACHED
- ☒ **Legal description of the portion of the roadway to be abandoned in metes and bounds;** ATTACHED AT TAB 1
- ☒ **Proof of ownership of the petitioner's property(s)** (i.e. Warranty Deed); ATTACHED AT TAB 2.
- ☒ **Current Property Record Card(s) from the Monroe County Property Appraiser for the petitioner's property**; ATTACHED AT TAB 3.
- ☒ **Location map** (i.e. copy of strip map, aerial photograph); ATTACHED AT TAB 4.
- ☒ **Photograph(s) of the roadway to be abandoned**; ATTACHED AT TAB 5.
- ☒ **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); ATTACHED AT TAB 6.
- ☒ **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.); ATTACHED AT TAB 7
- ☐ **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); NOT APPLICABLE
- ☐ **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). NOT APPLICABLE

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) ATTACHED AT TAB 8

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: _____ **Date:** 11/19/14

Sworn before me this 19th day of November 2014

MADISON FALLON
MY COMMISSION #FF063393
EXPIRES July 19, 2016
(407) 398-0153 FloridaNotaryService.com

_____
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.

9.24.14
(Date)

I hereby authorize Smith/Oropeza P.L. be listed as authorized agent
(Name of Agent)

for Mary Readel Trust for the application submittal for
(Name of Property Owner(s) the Applicant(s))

Property described as Lot: 13, Block 18,
Subdivision: Cudjoe Gardens 6th Addition Key (island): Cudjoe Key
and Real Estate number: 00174633-002700.

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated.

The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Authorization is needed from each owner of the subject property. Therefore, one or more authorization forms must be submitted with the application if there are multiple owners.

Mary C. Readel Trust
Property Owner(s) Signature

Mary C Readel (MARY READEL) TRUSTEE
Printed Name of Owner(s)

NOTARY:
STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 24th **day of** Sept, **20**14.

Mary Readel **is** ✓ **personally known** _____ **produced identification**

(_____ **Type of Identification), did / did not take an oath.**

Madison Fallon
Notary

MADISON FALLON
MY COMMISSION #FF063?
EXPIRES July 19, 20?
(407) 398-0153 FloridaNotaryService.com

LEGAL DESCRIPTION OF PORTION OF ROADWAY RIGHT OF WAY TO BE ABANDONED (AUTHORED BY THE UNDERSIGNED) -

A portion of the 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 and more particularly described as follows:

COMMENCING at the Northeast corner of the said Lot 13 and running thence N90°00'00"W and along the Southerly Right of Way line of the said Seventh Avenue West for a distance of 11.59 feet to a point of curvature of a curve concave to the Southeast; thence Southerly continuing along the Southerly Right of Way line of the said Seventh Avenue West along a curve having a radius of 12.50 feet and a central angle of 60°08'15" for 13.12 feet to a point on the said curve, said point being the Point of Beginning of the parcel of land hereinafter described; thence continuing Southerly along the Southerly Right of Way line of the said Seventh Avenue West along a curve having a radius of 12.50 feet and central angle of 56°36'30" for 12.35 feet to a point; thence S63°15'00"W continuing along the Southerly Right of Way line of the said Seventh Avenue West for a distance of 25.00 feet; thence N 26°45'00"W and along of the Westerly Right of Way line of the said Seventh Avenue West for a distance of 25.87 feet to a point on the said Westerly Right of Way line of Seventh Avenue West, said point being the southeast corner of Lot 14, Block 18; thence N90°00'00"E for a distance of 34.29 feet back to the Point of Beginning. Said parcel CONTAINS 514.56 SQFT +/-.

Prepared by and return to:
John M. Spottswood, Jr.
Attorney at Law
Spottswood, Spottswood & Spottswood
500 Fleming Street
Key West, FL 33040
305-294-9556
File Number: **06-019-JT**
Will Call No.:

Parcel Identification No. **00174633-002700**

Doc# 1571364 03/16/2006 3:43PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

03/16/2006 3:43PM
DEED DOC STAMP CL: SG $9,541.00

Doc# 1571364
Bk# 2194 Pg# 398

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **14th** day of **March, 2006** between **R. WILLIAM STEVENSON and ANN M. STEVENSON, husband and wife** whose post office address is **20820 Seventh Ave. West, Cudjoe Key, FL 33042** of the County of **Monroe**, State of **Florida**, grantor*, and **MARY C. READEL as Trustee of the Revocable Declaration of Trust for Mary C. Readel dated July 29, 2003, The Grantee, as trustee, has the full power conferred by Florida Statute 689.071 including but not limited to the power & authority to protect, conserve and to sell, or to lease, or to encumber, or other wise to manage and dispose of the real prooperty.** whose post office address is **1006 Gregden Shores D r., Sterling, IL 61081** of the County of **Whiteside**, State of **Illinois**, 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:

Lot 13, Block 18, Cudjoe Gardens Sixth Addition, according to the Plat thereof, recorded in Plat Book 6, Page 66, of the Public Records of Monroe County, Florida.

Subject to taxes for 2006 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.

DoubleTime®

Witness Name: John M. Scottswood Jr.

Witness Name: Diane T. Castillo

R. WILLIAM STEVENSON (Seal)

ANN M. STEVENSON (Seal)

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 7th day of March, 2006 by R. WILLIAM STEVENSON and ANN M. STEVENSON, who [_] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

Diane T. Castillo
Commission # DD495936
Expires December 3, 2009
Bonded Thru Fain Insurance, Inc 800-385-7019

Notary Public

Printed Name: Diane T. Castillo

My Commission Expires: _____

MONROE COUNTY
OFFICIAL RECORDS

DoubleTime®

REVOCABLE DECLARATION OF TRUST

FOR

MARY C. READEL

July 29, 2003

AGNEW LAW OFFICE
129 South Phelps Avenue
Suite 801
Rockford, Illinois 61108
(815) 399-3522

MARY C. READEL

DECLARATION OF TRUST

I, **MARY C. READEL**, of Sterling, Illinois, have transferred to myself as trustee certain property. I declare that I hold that property and all investments and reinvestments thereof and additions thereto (herein collectively referred to as the "trust estate") upon the following trusts:

ARTICLE I

Distributions During Grantor's Life

As long as I am alive and able to manage my affairs, I shall be trustee and any reference to trustee in this Declaration shall refer to me during such time. During my life the trust property shall be held and disposed of as follows:

1. ***Distributions of Income and Principal.*** During my lifetime the trustee shall pay the income from the trust estate in convenient installments to me or otherwise as I may from time to time direct, and also such sums from principal as I may request at any time. Except when I am trustee, any direction by me pursuant to this paragraph shall be in writing signed by me.

2. ***Disability.*** If at any time or times I shall be unable to manage my affairs, the trustee may use such sums from the income and principal of the trust estate as the trustee deems necessary or advisable for the support, comfort, maintenance and health of myself and any person dependent upon me, adding to principal any income not so used.

For purposes of this declaration, I shall be considered to be unable to manage my affairs if I am under a legal disability or by reason of illness or mental or physical disability am unable to give prompt and intelligent consideration to financial matters, and the determination as to my inability at any time shall be made by my personal physician attending me at the time of such determination and the trustee may rely upon written notice of that determination without further declaration by a court of law or any other body.

ARTICLE II

Trustee Succession

The following provisions shall apply to the acting trustee of this trust from time to time.

1. ***Trustee Succession.*** I may resign as trustee at any time by written notice to each beneficiary then entitled to receive or have the benefit of the income from the trust. After my resignation, death or inability to manage my affairs, **JOHN T. READEL** shall be successor trustee. If for any reason JOHN T. READEL is unwilling or unable to act as trustee, **AMCORE INVESTMENT GROUP, N.A.** shall be trustee.

2. ***Trustee Resignation and Removal.*** Any successor trustee may resign at any time by written notice to me if living, otherwise to each beneficiary then entitled to receive or have the benefit of the income from the trust. In addition, any corporate successor trustee may be removed by majority vote (by interest) of each beneficiary then entitled to receive or have the benefit of the income from the trust. In case of the resignation, removal, refusal or inability to act of any successor trustee acting or appointed to act hereunder, I if living, otherwise the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust, shall appoint another corporate entity with trust powers and assets in excess of $100,000,000.00 as successor trustee.

3. ***Acts of Prior Trustees.*** Every successor trustee shall have all the powers given the originally named trustee. No successor trustee shall be personally liable for any act or omission of any predecessor. With my approval if I am living, otherwise with the approval of the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust, a successor trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor trustee without incurring any liability for so doing, except that a successor to me as trustee shall without approval accept the assets delivered to the successor trustee as constituting all of the property to which the successor trustee is entitled and shall not inquire into my administration or accounting as trustee.

4. ***Compensation and Reimbursement.*** Any individual trustee shall be entitled to reasonable compensation for its services. Any corporate successor trustee shall receive compensation for its services in accordance with its schedule of fees in effect from time to time. Any trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the trusts.

ARTICLE III

Payment of Taxes and Expenses

1. ***Direction to Trustee.*** Upon my death the trustee shall pay from the principal of the trust estate all expenses of my last illness and funeral, costs of administration of my estate, including ancillary estate administration costs, costs of safeguarding and delivering legacies, other charges and claims allowable against my estate, and any estate and inheritance taxes assessed by reason of my death, except that the amount, if any, by which the estate and inheritance taxes shall be increased as a result of the inclusion of property in which I may have a qualifying income interest for life or over which I may have a power of appointment shall be paid by the person holding or receiving that property. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. The trustee may make payment directly or to the legal representative of my estate, as the trustee deems advisable. I hereby waive all rights of reimbursement for any payments pursuant to this article.

2. ***Trustee's Discretion.*** Assets or funds otherwise excludable in computing federal estate taxes shall not be used to make the foregoing payments. The trustee's selection of assets to be sold for that purpose or to satisfy any pecuniary gifts, and the tax effect thereof, shall not be subject to question by any beneficiary.

The trustee shall make such elections under the tax laws as the trustee deems advisable, without regard to the relative interests of the beneficiaries. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections under the tax law made by the legal representative of grantor's estate or by the trustee.

The succeeding articles of this agreement shall be subject to the trustee making or providing for the foregoing payments.

ARTICLE IV

Marital Trust

1. ***Creation and Funding of Marital Trust.*** If JOHN T. READEL, herein referred to as "my spouse", survives me, the trustee as of my death shall set aside out of the trust estate, including any property added thereto by my will, as a separate trust, to be known

as the **Marital Trust**, for the benefit of my spouse (undiminished to the extent possible by any estate or inheritance taxes or other charges) a fraction of the trust property of which (i) the numerator is the smallest amount (if any) which, if allowed as a federal estate tax marital deduction, would result in the least possible federal estate tax payable by reason of my death, and (ii) the denominator is the federal estate tax value of the assets included in my gross estate which became (or the proceeds, investments or reinvestments of which became) trust property. In determining the amount of the numerator the trustee shall consider the credit for state taxes only to the extent those taxes are not thereby incurred or increased.

2. ***Survivorship Clause.*** For purposes of this declaration, my spouse shall be deemed to have survived me if the order of our deaths cannot be proved.

3. ***Selection of Assets to Fund Marital Trust.*** For purposes of the preceding paragraph, the trust property is all property in the trust estate, including any property added thereto by my will, which was not paid pursuant to the preceding articles of this declaration and which would qualify for the federal estate tax marital deduction if it were distributed outright to my spouse.

The trustee may select the property to be used to constitute the Marital Trust and the Family Trust hereunder, but to the extent that the trustee does not fractionalize individual assets to satisfy these fractional shares, the trustee must select such property in a manner that the assets, including cash, of each share shall have an aggregate fair market value representative of each share's proportionate share of the appreciation or depreciation in the value to the date or dates of allocation of all property then available for allocation.

Unproductive property shall not be held as an asset of the trust for more than a reasonable time during the lifetime of my spouse without my spouse's written consent.

4. ***Mandatory Income Payments.*** Commencing with my death the trustee shall pay the income from the Marital Trust in convenient installments, at least quarterly, to my spouse during my spouse's lifetime.

5. ***Discretionary Principal Payments.*** The trustee may also pay to my spouse such sums from principal as the trustee deems necessary or advisable from time to time for my spouse's health, maintenance in reasonable comfort, and best interests, considering my spouse's income from all sources known to the trustee.

6. ***Unlimited Ability to Withdraw.*** In addition, my spouse may withdraw any part or all of the principal at any time or times. The trustee shall make payment without question upon the written request of my spouse. The right of withdrawal shall be a privilege which

may be exercised only voluntarily and shall not include an involuntary exercise.

7. ***Use of Real Estate.*** If the Marital Trust holds any interest in any home my spouse and I used as our principal residence or as a vacation home at the time of my death, my spouse may continue to occupy any such home for their personal use, free of rent and expenses. The trustee shall pay all taxes, assessments, and expenses for the maintenance of any interest in any such property during the period of my spouse's use and occupancy pursuant to the terms of this paragraph, including the costs of repairs and reasonable improvements, and other operating costs associated with any interest in any such property. The trustee shall further continue insurance coverage of any interest in any such property, including liability and fire insurance, and shall continue making payments under any mortgage to which any interest in any such property is subject at the time of my death. My spouse shall not be required to furnish any bond with regard to any interest in any such property or to insure any interest in any such property, and neither my spouse nor the trustee shall be liable for any damage to or loss of any interest in any such property. If my spouse so requests, the trustee shall sell any interest in any such property and purchase with the proceeds another residence for my spouse's use under the terms of this paragraph. Unless my spouse is incapacitated, the trustee shall not sell any interest in any such property unless my spouse so requests.

8. ***General Testamentary Power of Appointment.*** Upon the death of my spouse the principal and any accrued and undistributed income of the Marital Trust shall be held in trust hereunder or distributed to or in trust for such appointee or appointees (including the estate of my spouse), with such powers and in such manner and proportions as my spouse may appoint by will making specific reference to this power of appointment. I intend that the Marital Trust shall qualify for the federal estate tax marital deduction in my estate.

9. ***Distribution - Default.*** Upon the death of my spouse any part of the principal and accrued and undistributed income of the Marital Trust not effectively appointed shall be added to the Family Trust, except that, unless my spouse directs otherwise by will, the trustee shall first pay from the principal of the Marital Trust, directly or to the legal representative of my spouse's estate as the trustee deems advisable, the amount by which the estate and inheritance taxes assessed by reason of the death of my spouse shall be increased as a result of the inclusion of the Marital Trust in my spouse's estate for such tax purposes. The trustee's selection of assets to be sold to pay that amount, and the tax effects thereof, shall not be subject to question by any beneficiary.

ARTICLE V

Family Trust

1. ***Creation of Family Trust.*** The trustee as of my death shall set aside the balance of the trust estate as a separate trust. The trust shall be designated the "**Family Trust**" and shall be held and disposed of as follows:

2. ***Payment of Income and Principal to Surviving Spouse.*** If my spouse survives me, then commencing with my death the trustee may pay to my spouse such sums from the income and principal as the trustee deems necessary or advisable from time to time for the support and maintenance in health and reasonable comfort of my spouse, but shall make no invasion of the Family Trust for my spouse so long as any readily marketable assets remain in the Marital Trust. Any income not so paid shall be added to principal.

A disclaimer by my spouse of any part or all of the Marital Trust shall not preclude my spouse from receiving benefits from the disclaimed property in the Family Trust.

3. ***Use of Real Estate.*** If the Family Trust holds any interest in any home my spouse and I used as our principal residence or as a vacation home at the time of my death, my spouse may continue to occupy any such home for their personal use, free of rent and expenses. The trustee shall pay all taxes, assessments, and expenses for the maintenance of any interest in any such property during the period of my spouse's use and occupancy pursuant to the terms of this paragraph, including the costs of repairs and reasonable improvements, and other operating costs associated with any interest in any such property. The trustee shall further continue insurance coverage of any interest in any such property, including liability and fire insurance, and shall continue making payments under any mortgage to which any interest in any such property is subject at the time of my death. My spouse shall not be required to furnish any bond with regard to any interest in any such property or to insure any interest in any such property, and neither my spouse nor the trustee shall be liable for any damage to or loss of any interest in any such property. If my spouse so requests, the trustee shall sell any interest in any such property and purchase with the proceeds another residence for my spouse's use under the terms of this paragraph. Unless my spouse is incapacitated, the trustee shall not sell any interest in any such property unless my spouse so requests.

4. ***Division of Family Trust Upon Second Death.*** Upon the death of my spouse, or upon my death if my spouse does not survive me, the trustee shall divide the Family Trust, including any amounts added thereto from the Marital Trust, into equal shares to create one share for each then living child of mine and one share for the then living descendants,

collectively, of each deceased child of mine. Each share so created shall be held as a separate trust to be administered as hereinafter provided.

5. ***Purpose of Trust.*** The express purpose of the Family Trust upon the death of the survivor of my spouse and I is to grant the trustee discretionary power to make distributions for the basic living, educational and medical needs of my children in my absence. It is my desire that the trustee use the funds of each child's share of the Family Trust to provide for the basic financial needs of my children without making them dependent on the trust assets for their support and living expenses as they enter adulthood, and to protect the assets from potential creditors and claimants of the child (including the preservation of the trust assets as non-marital property) so that the trust proceeds are available to the child as they attain the distribution ages set forth below.

6. ***Discretionary Income and Principal Payments.*** The trustee may pay to the child such sums from the income and principal of his or her trust as the trustee deems necessary or advisable from time to time for his or her health, maintenance in reasonable comfort, education (including postgraduate) and best interests, considering the income of the child from all sources known to the trustee. Any income not so paid shall be added to principal.

7. ***Right to Withdraw.*** After division of the Family Trust into shares, each living child may withdraw from the principal of his or her trust at any time or times not to exceed in the aggregate:

A. 1/3 in value after 30 years of age;

B. 1/2 in value (after deducting any amount subject to withdrawal but not actually withdrawn) after 35 years of age; and

C. The balance after 40 years of age.

The value of the trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The trustee shall make payment without question upon the child's written request. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise.

8. ***Prior Death of Child.*** If a child dies before receiving his or her trust in full, then upon the death of the child his or her trust shall be distributed to his or her then living descendants *per stirpes*, subject to postponement of possession as provided below, or if none,

then to my then living descendants *per stirpes*, subject to postponement of possession as provided below, except that each portion otherwise distributable to a descendant of mine for whom a share of the Family Trust is then held hereunder shall be added to that trust.

9. ***Failure of Descendants.*** If upon the death of the survivor of my spouse and I, or at any time thereafter, but prior to complete distribution of the Family Trust, there is no living descendant of mine, any trust property then held under this Article shall be distributed to such of the **NIECES** and **NEPHEWS** of my spouse and I (collectively as one group, and not 1/2 to my nieces and nephews and 1/2 to the nieces and nephews of my spouse) who are then living in equal shares *per capita*, subject to postponement of possession as provided below.

10. ***Postponement of Possession.*** Each share of the Family Trust which is distributable to a descendant who has not reached the age of 40 years shall immediately vest in the descendant, but the trustee shall retain possession of the share as a separate trust for that descendant pursuant to the same terms and provisions as I have directed for my children under Sections 5 through 9 above.

ARTICLE VI

Administrative Provisions

The following provisions shall apply to the trust estate and to each trust under this declaration:

1. ***Facility of Payment.*** If income or discretionary amounts of principal become payable to a minor or to a person under legal disability or to a person not adjudicated disabled but who, by reason of illness or mental or physical disability, is in the opinion of the trustee unable properly to manage his or her affairs, then that income or principal shall be paid or expended only in such of the following ways as the trustee deems best: (a) to the beneficiary directly; (b) to a custodian for the beneficiary under a Uniform Transfers to Minors Act; (c) to the legally appointed guardian of the beneficiary; (d) by the trustee directly for the benefit of the beneficiary; (e) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.

2. ***Spendthrift.*** The interests of beneficiaries in principal or income shall not be subject to the claims of any creditor, any spouse for alimony support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.

The rights of beneficiaries to withdraw trust property are personal and may not be exercised by a legal representative, attorney in fact or others.

3. ***Accrued Income.*** Income received after the last income payment date and undistributed at the termination of any estate or interest shall, together with any accrued income, be paid by the trustee as income to the persons entitled to the next successive interest in the proportions in which they take that interest, except that upon my death the undistributed income shall be paid to my spouse if then living, otherwise added to principal.

4. ***Common Fund and Consolidation.*** For convenience of administration or investment, the trustee may hold several trusts as a common fund, dividing the income proportionately among them, assign undivided interests to the several trusts, and make joint investments of the funds belonging to them. The trustee may consolidate any separate trust with any other trust with similar provisions for the same beneficiary or beneficiaries.

5. ***Powers.*** The trustee shall hold, manage, care for and protect the trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

A. To retain any property (including stock of any corporate trustee hereunder or a parent or affiliate company) originally constituting the trust or subsequently added thereto, although not of a type, quality or diversification considered proper for trust investments;

B. To invest and reinvest the trust property in bonds, stocks, mortgages, notes, bank deposits, shares of registered investment companies, or other property of any kind, real or personal, domestic or foreign, suitable for the investment of trust funds;

C. To cause any property, real or personal, belonging to the trust to be held or registered in the trustee's name or in the name of a nominee or in such other form as the trustee deems best without disclosing the trust relationship;

D. To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the trustee's possession of voting discretion would subject the issuing company or the trustee to any law, rule or regulation adversely affecting either the company or the trustee's ability to retain or vote company securities, shall be voted as directed by me if living, otherwise by the beneficiaries then

entitled to receive or have the benefit of the income from the trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor;

E. To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust, even if said period of time extends beyond the rule against perpetuities;

F. To borrow money from any lender, extend or renew any existing indebtedness and mortgage or pledge any property in trust for any period of time (even if beyond the rule against perpetuities);

G. To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property and any reinvestments thereof, from time to time (even if the terms of said sale or transfer extend beyond the rule against perpetuities) for such price and upon such terms as the trustee sees fit;

H. To designate an individual or individuals as an authorized signor for any trust bank accounts, investment accounts, or safe deposit box;

I. To employ such lawyers, accountants, and other advisers as the trustee may deem useful and appropriate for the administration of the trust. The trustee may employ a professional investment adviser and delegate to this adviser any discretionary investment authorities to manage the investments of the trust, including any investment in mutual funds, investment trusts, or managed accounts, and may rely on the adviser's investment recommendations without liability to any beneficiary;

J. To compromise, contest, prosecute or abandon claims in favor of or against the trust;

K. To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes; to value the trust property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the

trustee pursuant to this paragraph shall be subject to question by any beneficiary;

L. To deal with, purchase assets from, or make loans to, the fiduciary of any trust made by me or any member of my family or a trust or estate in which any beneficiary under this declaration has an interest, though a trustee hereunder is the fiduciary, and to retain any property so purchased; to deal with a corporate trustee hereunder individually or a parent or affiliate company;

M. To establish out of income and credit to principal reasonable reserves for depletion, but reserves for depreciation shall not be established except to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement or replacement of trust property which the trustee deems advisable;

N. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election;

O. To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges; and

P. To commingle the trust assets with other trusts; to hold the assets of the trust as tenants in common with other trusts.

6. ***Annual Accounting***. The trustee shall render an account of its receipts and disbursements and a statement of assets at least annually to me if living, otherwise to each adult beneficiary then entitled to receive or have the benefit of the income from the trust.

7. ***Small Trust Termination***. The trustee may in its discretion terminate and distribute any trust hereunder if the trustee determines that the costs of continuance thereof will substantially impair accomplishment of the purposes of the trust.

8. ***Representation of Beneficiary***. The parent or guardian of a beneficiary under disability shall receive notice and have authority to act for the beneficiary under this Article.

9. ***Waiver of Bond.*** No trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court in order to perform its duties provided hereunder.

10. ***Special Trustee.*** If for any reason any successor trustee is unwilling or unable to act as to any property, such person or qualified corporation as the successor trustees shall from time to time designate in writing shall act as special trustee as to that property. Any person or corporation acting as special trustee may resign at any time by written notice to the successor trustees. Each special trustee shall have the powers granted to the trustee by this declaration, to be exercised only with the approval of the successor trustees, to which the net income and the proceeds from the sale of any part or all of the property shall be remitted to be administered under this declaration.

11. ***Insurance.*** With respect to any policy of life insurance under which the death benefits are made payable to the trustee:

A. The owner or owners thereof reserve all available benefits, privileges, payments, dividends, surrender values, options and elections, including the right at any time or times to change the beneficiary, to pledge or assign the policy or its proceeds as collateral security for any loan which the owner or owners may obtain from any lender, including a trustee hereunder individually or a parent or affiliate company, and to withdraw the policy if deposited with the trustee, without any duty on the trustee to see to its return.

B. The trustee need not pay or see to the payment of premiums or assessments on the policy.

C. Upon the death of the insured thereunder the trustee shall take such action as the trustee deems best to collect the policy proceeds, paying the expense thereof from the trust estate, but the trustee need not enter into or maintain any litigation to enforce payment on the policy until indemnified to the trustee's satisfaction against all expenses and liabilities to which the trustee might thereby be subjected. The trustee may release the insurance company from its liability under the policy and make any compromise which the trustee deems proper.

D. The insurance company shall not take notice of the provisions of this declaration to see to the application of the policy proceeds, and the trustee's receipt to the insurance company shall be a complete release for any payment made and shall bind every beneficiary under this declaration.

E. The trust shall be operative with respect to the proceeds of the policy at the death of the insured thereunder, after deducting all charges by way of advances, loans or otherwise in favor of the owner or owners or any other person.

12. ***Qualified Perpetual Trust.*** Pursuant to the provisions of 305 ILCS 305/4(a)(8), I hereby direct that the Rule Against Perpetuities will not apply to this trust, and that this trust shall therefore meet the definition of a "Qualified Perpetual Trust" within the meaning of 305 ILCS 305/3.

ARTICLE VII

Governing Law

The law of the state in which the trust property shall from time to time have its situs for administration shall govern the validity and interpretation of the provisions of the declaration.

ARTICLE VIII

Additions

I or any other person may transfer or bequeath additional property to the trustee to be held under this declaration and may designate the trust to which the property shall be added. If the addition is made by will, the trustee shall accept the statement of the legal representative that the assets delivered to the trustee constitute all of the property to which the trustee is entitled, without inquiring into the representative's administration or accounting.

ARTICLE IX

Right to Revoke

I may at any time or times amend or revoke this declaration in whole or in part by instrument in writing (other than a will) delivered to the trustee. The trust property to which any revocation relates shall be conveyed to me or otherwise as I direct. This power is personal to me and may not be exercised by my legal representative, attorney in fact or others unless I have expressly granted this authority under my Power of Attorney for Property.

IN WITNESS WHEREOF, I have signed this Declaration this 29th day of July, 2003.

By: Mary C. Readel

MARY C. READEL,
individually and as trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF WINNEBAGO)

The undersigned Notary Public hereby certifies that **MARY C. READEL**, personally known to the undersigned to be the same person whose name is signed to the foregoing instrument, appeared before the undersigned this day in person and acknowledged that she signed the instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of July, 2003.

By: _____
Notary Public

OFFICIAL SEAL
PATRICK H. AGNEW
Notary Public -- State of Illinois
My Commission Expires 03/26/05

This document was prepared by:

AGNEW LAW OFFICE
129 South Phelps Avenue
Suite 801
Rockford, Illinois 61108
(815) 399-3522

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: 1224413 **Parcel ID:** 00174633-002700

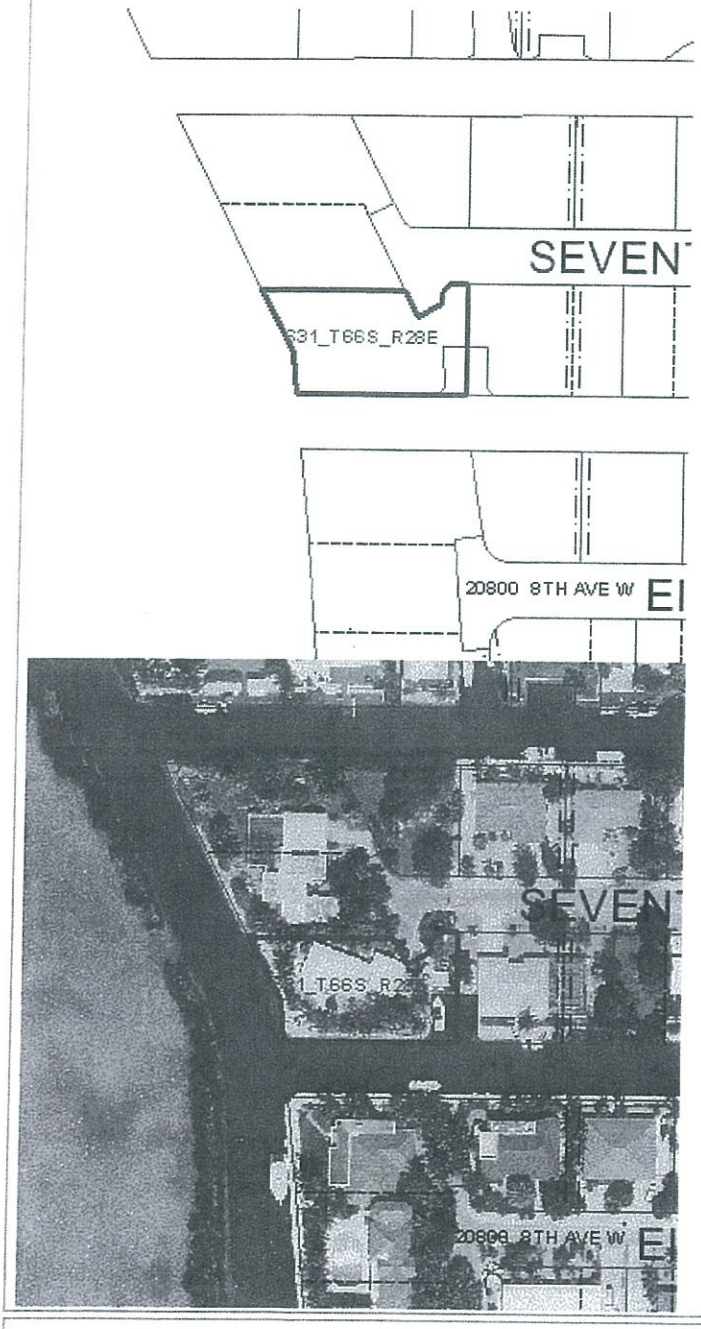
Ownership Details

Mailing Address:
READEL MARY C REV DEC TR 7/29/03
20820 7TH AVE WEST
CUDJOE KEY, FL 33042

Property Details

PC Code: 01 - SINGLE FAMILY
Millage Group: 100C
Affordable Housing: No
Section-Township-Range: 31-66-28
Property Location: 20820 7TH AVE W CUDJOE KEY
Subdivision: CUDJOE GARDENS 6TH ADD
Legal Description: BK 18 LT 13 CUDJOE GARDENS SIXTH ADDITION CUDJOE KEY PB6-66 OR496-443 OR758-211 OR1636-159 OR2194-398TR

Click Map Image to open interactive viewer



Exemptions

Exemption	Amount
39 - 25000 HOMESTEAD	25,000.00
44 - ADDL HOMESTEAD	25,000.00

Land Details

Land Use Code	Frontage	Depth	Land Area
01CW - RES CANAL/WATERFRONT	0	0	13,860.00 SF
9500 - SUBMERGED			900.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 0
Total Living Area: 1324
Year Built: 1972

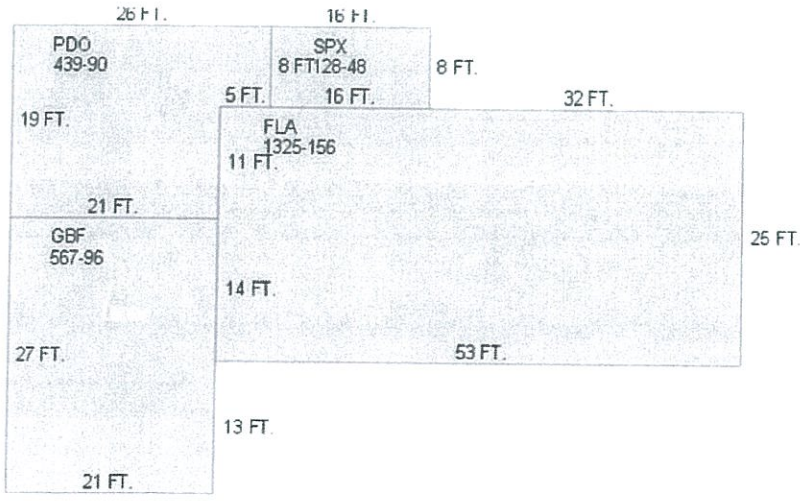
Building 1 Details

Building Type R1 | **Condition** G | **Quality Grade** 500
Effective Age 15 | **Perimeter** 156 | **Depreciation %** 16
Year Built 1972 | **Special Arch** 0 | **Grnd Floor Area** 1,324
Functional Obs 0 | **Economic Obs** 0

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.
Roof Type IRR/CUSTOM | **Roof Cover** TAR & GRAVEL | **Foundation** CONCRETE SLAB
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	5:C.B.S.	1	1971	N	Y	0.00	0.00	1,324
2	SPX	5:C.B.S.	1	1971	N	Y	0.00	0.00	128
3	GBF	5:C.B.S.	1	1971	N	Y	0.00	0.00	567
4	PDO		1	1989	N	Y	0.00	0.00	439

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	SW2:SEAWALL	240 SF	60	4	1976	1977	3	60
2	DK3:CONCRETE DOCK	300 SF	100	3	1976	1977	4	60
3	CL2:CH LINK FENCE	520 SF	4	130	1974	1975	1	30
4	AP2:ASPHALT PAVING	558 SF	31	18	1974	1975	1	25
5	PT2:BRICK PATIO	1,750 SF	35	50	1974	1975	4	50
7	RW2:RETAINING WALL	800 SF	200	4	1981	1982	1	50
8	SW2:SEAWALL	160 SF	40	4	1981	1982	4	60
9	DK4:WOOD DOCKS	49 SF	7	7	1999	2000	4	40
10	DK3:CONCRETE DOCK	360 SF	36	10	1999	2000	1	60
11	PT3:PATIO	123 SF	41	3	1999	2000	2	50

Appraiser Notes

2004 CUT-OUT DONE ON THIS PARCEL. VALCURA UPDATED THE 2004 HISTORY TO REFLECT THIS CHANGE.
2005/4/28 FOR SALE; EXIT REALTY 923-9624; LISTED AT $1,695,000;MB 12/11/02 ADDED PDO, 600 TO 550 & MISC. D.M.J.

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	10105038	09/14/2010		12,000	Residential	BRICK DRIVEWAY/ WALKWAY/ PATIO
	12103402	07/30/2012		6,000	Residential	PAVERS
	12101259	03/15/2012		14,500	Residential	REMOVE METAL ROOF
	13100784	03/15/2013		9,000	Residential	BOAT LIFT

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
2013	160,473	25,020	581,646	767,139	669,759	25,000	644,759
2012	164,249	25,644	555,286	745,179	658,563	25,000	633,563
2011	164,249	26,209	448,924	639,382	639,382	25,000	614,382

2010	165,805	26,779	466,429	659,013	659,013	25,000	634,013
2009	184,642	27,498	466,429	678,569	678,569	25,000	653,569
2008	173,345	28,049	741,503	942,897	942,897	25,000	917,897
2007	186,893	24,598	944,280	1,155,771	1,155,771	25,000	1,130,771
2006	316,815	21,883	1,328,400	1,667,098	739,503	25,000	714,503
2005	187,742	22,256	590,400	800,398	717,964	25,000	692,964
2004	174,053	22,999	500,000	697,052	697,052	25,000	672,052
2003	217,566	23,829	236,160	477,555	477,555	0	477,555
2002	122,548	23,311	154,980	300,839	300,839	0	300,839
2001	122,548	16,559	154,980	294,087	294,087	0	294,087
2000	103,270	12,347	121,770	237,388	215,596	25,000	190,596
1999	96,645	11,890	121,770	230,305	209,928	25,000	184,928
1998	89,980	11,397	121,770	223,147	206,623	25,000	181,623
1997	89,980	11,763	121,770	223,513	203,170	25,000	178,170
1996	64,222	11,261	121,770	197,253	197,253	25,000	172,253
1995	64,222	11,581	147,600	223,403	223,403	25,000	198,403
1994	61,164	11,341	147,600	220,105	220,105	25,000	195,105
1993	59,556	3,028	147,600	210,184	210,184	25,000	185,184
1992	59,556	3,112	147,600	210,268	210,268	25,000	185,268
1991	59,556	3,195	147,600	210,351	210,351	25,000	185,351
1990	59,556	3,236	121,770	184,562	184,562	25,000	159,562
1989	51,788	2,885	116,604	171,277	171,277	25,000	146,277
1988	45,683	2,628	62,730	111,041	111,041	25,000	86,041
1987	51,849	3,528	56,826	112,203	112,203	0	112,203
1986	52,063	3,528	56,826	112,417	112,417	0	112,417
1985	50,279	3,528	56,826	110,633	110,633	0	110,633
1984	47,851	3,528	56,826	108,205	108,205	0	108,205
1983	47,851	3,528	56,826	108,205	108,205	0	108,205
1982	48,600	3,528	35,713	87,841	87,841	0	87,841

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
3/7/2006	2194 / 398	1,363,000	WD	Q
5/26/2000	1636 / 159	429,000	WD	Q
4/1/1978	758 / 211	85,000	00	Q

This page has been visited 24,914 times.

Monroe County, Florida

MCPA GIS Public Portal

MONROE COUNTY PROPERTY APPRAISER OFFICE

THIS PROPERTY LOCATION MAP HAS BEEN COMPILED FOR INTERNAL OFFICE USE AS AN AID IN THE PREPARATION OF THE MONROE COUNTY TAX ROLL. IT IS NOT A SURVEY AND THE OWNERSHIP INFORMATION DEPICTED THEREON SHOULD NOT BE RELIED UPON FOR TITLE PURPOSES. NEITHER MONROE COUNTY NOR THE OFFICE OF THE PROPERTY APPRAISER ASSUMES RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS.

1:981

Date: 6/18/2014

(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

September 29, 2014

Richard J. McChesney, Esq.
SMITH OROPEZA, P.L.
138 – 142 Simonton Street
Key West, FL 33040

RE: Road Abandonment – 20820 7th Ave West, Cudjoe Key

Dear Mr. McChesney:

Keys Energy Services (KEYS) has reviewed your request for road abandonment for portion of 20820 7th Ave West in Cudjoe Key. KEYS has no objection to the proposed road abandonment, our facilities are outside of the proposed area.

If you have any questions, please feel free to contact me at 305.295.1055.

Sincerely,

Matthew Alfonso
Engineering Supervisor
Matthew.Alfonso@KeysEnergy.com

MA/mpa

Copied via electronic mail:
Lynne Tejeda, General Manager & CEO
Jack Wetzler, Assistant General Manager & CFO
Dale Finigan, Director of Engineering & Control
David Price, Director of T&D
Erica Zarate, Acting Director of Customer Services

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 Zuelch
Executive Director

October 23, 2014

Richard McChesney, ESQ
Smith/Oropeza, P.L.
138-142 Simonton Street
Key West, FL 33040

Dear Mr. McChesney:

RE: Abandonment of the portion of roadway right of way in Cudjoe Gardens Sixth Addition Subdivision

The FKAA Board of Directors approved at the October 22, 2014 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 roadway right of way in Cudjoe Gardens Sixth Addition Subdivision in Monroe County. The FKAA has no facilities located within the area of requested abandonment.

Should you have any questions, please do not hesitate to call this office.

Sincerely,

FLORIDA KEYS AQUEDUCT AUTHORITY

Marnie Walterson
Distribution Design Supervisor

MW/cma

C: Robert Feldman, General Counsel
Roy Coley, Operations Department Director
Key West Customer Service Office
Monroe County Building Department

Comcast

Engineering – Design Department
2601 SW 145th Ave Miramar, Fl 33027

Thursday, October 02, 2014

Richard J. McChesney, Esq.
Counsel for the Mary C. Readel Rev. Trust 7/29/03
Smith Oropeza, P.L.
138-142 Simonton Street
Key West, Florida, 33040

RE: **Mark-Up Request / Adjustment of Utilities**
Comast Letter of No Objection to Abandonment of Portion of 20820 7th Ave West, Cudjoe Key, Florida 33040
Comcast ID # - CWSI-M14-2168

Dear Mr. McChesney:

Please Be Advised …in reference to the **proposed abandonment of a portion of 20820 7th Ave West…**

Comcast has reviewed the survey of the area of 20820 7th Ave West, Cudjoe Key, Florida, that the Mary C. Readel Rev. Trust 7/29/03 proposes be abandoned by Monroe County. The survey was provided in an e-mail from Richard McChesney, Esq. on September 30, 2014.

Comcast does not object to the abandonment of the area delineated on the survey, which is attached to this letter.

Should you have any further questions, please feel free to call me.

Cordially,

CWSI
FIBER OPTICS • ENGINEERING • CONSTRUCTION

Chris Henning
South Florida Utility Coordinator
Authorized Contractor for Comcast
954-239-8386 (Office)
www.Cable-Wiring.com

cc: Leonard Maxwell Newbold
cc: Ric Davidson
cc: Greg Daniels

650 United St
Key West, FL 33040
Office: (305) 296-9077
Facsimile: (305) 296-9032

November 03, 2014

Richard J. McChesney, Esq.
Attorney at Law
138-142 Simonton Street
Key West, FL 33040

Subject: ***Requested Road Abandonment:***
Monroe County Board of County Commissioners
Being a portion of 20820 7th Avenue West, Cudjoe Key, as shown on the attached survey.

To Mr. Smith:

Our engineering department has reviewed the above referenced request. Presently, AT&T has no existing facilities in the area of the above mentioned section. AT&T has no objection to the abandonment of the above referenced Right of Way.

If further assistance is needed, please do not hesitate to call me on (305) 296-9077.

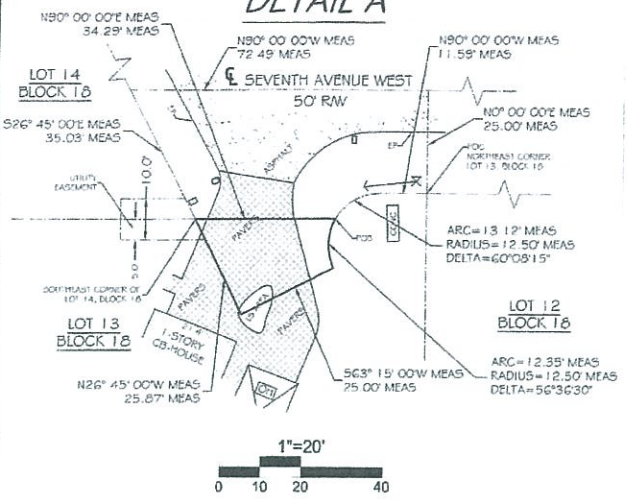
Thank You,

Herb Bradshaw
Manager OSP Planning & Engineering Design
AT&T Florida

LEGAL DESCRIPTION SKETCH

PROPOSED R/W ABANDONMENT

DETAIL A



1"=20'

0 10 20 40

MAP OF BOUNDARY SURVEY

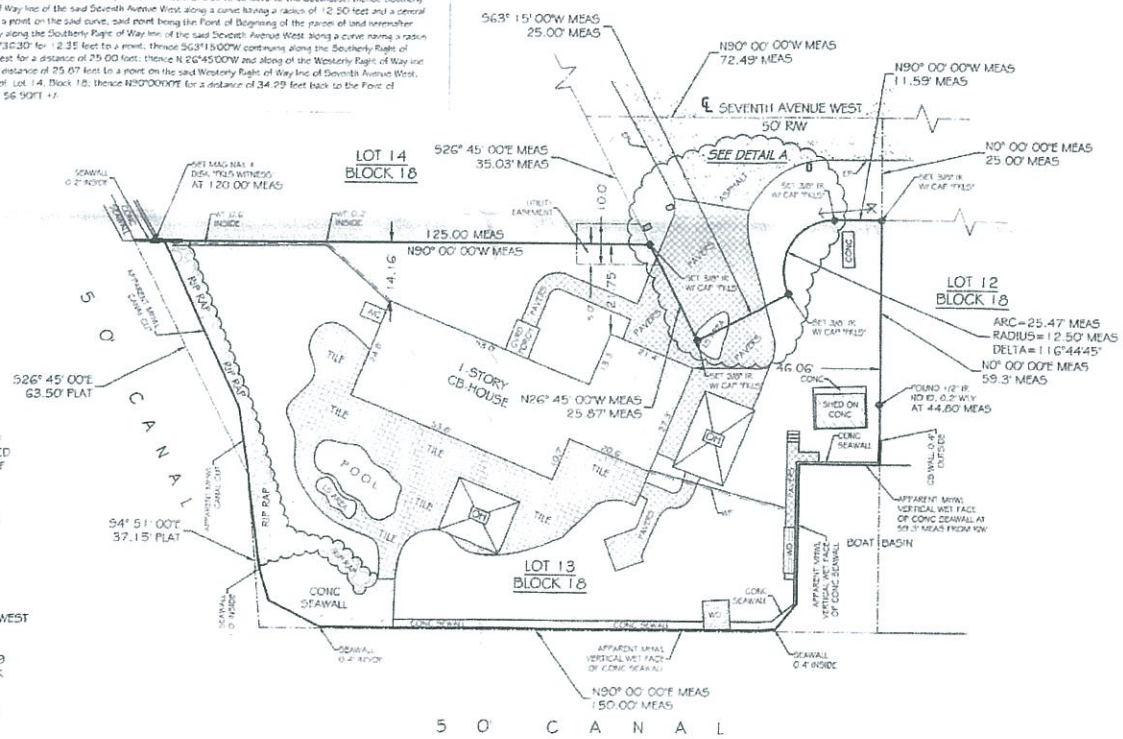
LOCATION MAP - NTS
SEC. 31-T66S-R28E

PLAT NORTH

LEGAL DESCRIPTION OF PORTION OF ROADWAY RIGHT OF WAY TO BE ABANDONED (AUTHORED BY THE UNDERSIGNED) -

A portion of the 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 and more particularly described as follows:

COMMENCING at the Northeast corner of the said Lot 13 and running thence N90°00'00"W and along the Southerly Right of Way line of the said Seventh Avenue West for a distance of 11.59 feet to a point of curvature of a curve concave to the Southeast; thence Southerly continuing along the Southerly Right of Way line of the said Seventh Avenue West along a curve having a radius of 12.50 feet and a central angle of 60°08'15" for 13.12 feet to a point on the said curve, said point being the Point of Beginning of the parcel of land hereinafter described; thence continuing Southerly along the Southerly Right of Way line of the said Seventh Avenue West along a curve having a radius of 12.50 feet and central angle of 56°36'30" for 12.35 feet to a point; thence S63°15'00"W continuing along the Southerly Right of Way line of the said Seventh Avenue West for a distance of 25.00 feet; thence N 26°45'00"W and along of the Westerly Right of Way line of the said Seventh Avenue West for a distance of 25.87 feet to a point on the said Westerly Right of Way line of Seventh Avenue West, said point being the southeast corner of Lot 14, Block 18; thence N90°00'00"E for a distance of 34.29 feet back to the Point of Beginning. Said parcel CONTAINS 514.56 SQFT +/-



BEARING BASE:
ALL BEARINGS ARE BASED ON N90°00'00"W ASSUMED ALONG THE CENTERLINE OF SEVENTH AVENUE WEST

ALL ANGLES DEPICTED ARE 90 DEGREES UNLESS OTHERWISE INDICATED

ALL UNITS ARE SHOWN IN U.S. SURVEY FEET

ADDRESS:
20820 SEVENTH AVENUE WEST
CUDJOE KEY, FL 33042

COMMUNITY NO.: 125129
MAP NO.: 12087C-1292K
MAP DATE: 02-18-05
FLOOD ZONE: AE & VE
BASE ELEVATION: 10 & 14

LEGAL DESCRIPTION -

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

CERTIFIED TO - John Readel & Mary Readel;
Mary C. Readel, Trustee of the Revocable Declaration of Trust for Mary C. Readel, Dated 07/29/03;
Smith | Oropeza, P.L.;

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. UNDERGROUND UTILITIES NOT SHOWN.

LEGEND

- WATER METER
- SANITARY SEWER CLEAN OUT
- MAILBOX
- WOOD POWER POLE
- CONCRETE POWER POLE

1"=20'

0 10 20 40

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 GAPS. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. THE BOLD LINE SHOWN HEREON REPRESENTS THE SURVEYOR'S OPINION OF THE DEED LINES. THE MEAN HIGH WATER LINE WAS NOT DETERMINED FOR THIS SURVEY, THE APPARENT MEAN HIGH WATER LINE IS SHOWN FOR REFERENCE ONLY.

SCALE	1"=20'
FIELD WORK DATE	09/11/2014
FOOTER DATE	XX/XX/XXXX
SHEET	1 OF 1
DRAWN BY	MPB
CHECKED BY	-----
INVOICE NO	

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, F.A.C., PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND CHAPTER 177, PART II FLORIDA STATUTES.

SIGNED

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

JOE A. ISAACS, PSM #6745, PROFESSIONAL SURVEYOR AND MAPPER, LB# 7647

FLORIDA KEYS
LAND SURVEYING
19960 OVERSEAS HIGHWAY
SUGARLOAF KEY, FL 33042
PHONE: (305) 394-3690
EMAIL: FKLSemail@Gmail.com

TOTAL AREA = 13,448.17 SQFT±

RECEIVED
DEC 10 2014
2014-177

Engineering Department
MEMORANDUM

To: Gail Creech, Planning Commission Coordinator

From: Judy Clarke, P.E., Director of Engineering Services

Date: January 15, 2015

Re: File # 2014-177, Mary C Readel Rev. Trust Road Abandonment Petition

---

I have reviewed the above referenced road abandonment petition for a portion of 7th Avenue West in Cudjoe Gardens. The proposed abandonment does not conform to the requirements of Resolution No. 250-1998 regarding abandonments of rights-of-way; additionally, granting the requested abandonment will eliminate the t-turnaround at the end of 7th Avenue West. Accordingly, Engineering Department objects to this petition, which would eliminate the required T-turnaround.

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
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 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.

MEMORANDUM

TO: Townsley Schwab, Planning Director

FROM: Ronda Norman, Sr. Director, Code Compliance

DATE: 1-9-15

REF: MONROE COUTNY BOCC ROAD ABANDONMENT FOR MARY C READEL REV TRUST 7-29-03
OUR FILE #2014-177

This memo is to advise that an inspection of the above referenced property and surrounding area was found to have no code enforcement issues related to the abandonment request. Code Compliance has no objections to the right of way abandonment requested.

20820 7th Ave West Cudjoe Key
Inspector N Dowling 01/05/2015 7/D.

MONROE COUNTY SHERIFF'S OFFICE
RICHARD A. RAMSAY, SHERIFF

To: Gail Creech, Planning Commission Coordinator

Fr: Capt. Don Hiller

Date: December 23, 2014

Re: Road abandonment Petition for Readel... File # 2014-177

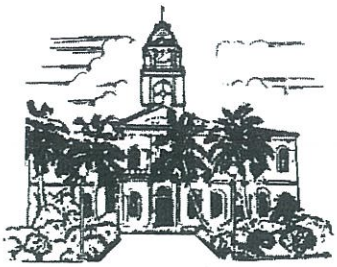
I have reviewed the petition for road abandonment for the above described location. It appears that this land is a small non buildable piece of land adjacent to the petitioner's property. The Petitioner has maintained the property over the years. It is not a road. The property in question is bordered by the petitioners other parcel 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.

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

April 21, 2015

Re: Road Abandonment

20820 7th Ave Cudjoe Key

Richard J. McChesney, Esq.;

The Monroe County Fire Marshal's Office has no objections to the road abandonment for 20820 7th Ave, Cudjoe Key Florida.

Fire apparatus access per NFPA, and FFP codes shall be maintained at all times during and after construction.

Sincerely,

T. L

Tim Leonard
Deputy Fire Marshal
Monroe County Fire Rescue

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Planning & Environmental Resources
Bulk Item: Yes ___ No __X__ Staff Contact Person/Phone #: Mayté Santamaria 289-2562
Kevin Madok 292-4480

AGENDA ITEM WORDING:
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)**

ITEM BACKGROUND:
Section 163.3180, F.S. requires sanitary sewer, solid waste, drainage, and potable water to be the only public facilities and services subject to the concurrency requirement state-wide. The local comprehensive plan must include adopted level of service standards to guide its application of concurrency. Section 163.3177(3)(a), F.S. requires the comprehensive plan to include a Capital Improvements Element. Projects necessary to ensure that adopted levels of service standards are achieved and maintained for a 5-year period must be identified. Section 163.3177(3)(b), F.S. requires a local government's Capital Improvements Element be reviewed on an annual basis.

Modifications to update the 5-year capital improvements schedule may be accomplished by ordinance and may not be deemed to be amendments to the comprehensive plan.

PREVIOUS RELEVANT BOCC ACTION:
The BOCC adopted Ordinance 001-2014 on January 16, 2014, which updated Table 4.1: Five-Year Schedule of Capital Improvements for FY2014-2018.

The BOCC adopted Ordinance 007-2015 on February 18, 2015, which updated Table 4.1: Five-Year Schedule of Capital Improvements for FY2015-2019.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval.

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 5TW 12/21 OMB/Purchasing ___ Risk Management __
DOCUMENTATION: Included X Not Required___
DISPOSITION:_____ **AGENDA ITEM #**_____

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. ____-2016

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE CAPITAL IMPROVEMENTS ELEMENT TO UPDATE TABLE 4.1, THE 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS WITHIN THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN, PURSUANT TO §163.3177(3)(a) AND §163.3177(3)(b), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Monroe County Board of County Commissioners makes the following Findings:

1. Pursuant to § 163.3164(7), Florida Statutes, "Capital improvement" means physical assets constructed or purchased to provide, improve, or replace a public facility and which are typically large scale and high in cost. The cost of a capital improvement is generally nonrecurring and may require multiyear financing. For the purposes of this part, physical assets that have been identified as existing or projected needs in the individual comprehensive plan elements shall be considered capital improvements.

2. Pursuant to §163.3177(3)(a), Florida Statues, the comprehensive plan shall contain a capital improvements element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities.

3. Pursuant to §163.3177(3)(a)1., Florida Statutes, the comprehensive plan shall contain a component that outlines principles for construction, extension, or increase in capacity of public facilities, as well as outline principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan. The components shall cover at least a 5-year period.

4. Pursuant to §163.3177(3)(a)2., Florida Statutes, the comprehensive plan shall contain estimated public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities.

5. Pursuant to §163.3177(3)(a)3., Florida Statutes, the comprehensive plan shall contain standards to ensure the availability of public facilities and the adequacy of those facilities to meet established acceptable levels of service.

6. Pursuant to §163.3177(3)(a)4., Florida Statutes, a schedule of capital improvements shall include any publicly funded projects of federal, state, or local government, and may include privately funded projects for which the local government has no fiscal responsibility. Projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding.

7. Pursuant to §163.3177(3)(b), Florida Statutes, the capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

8. Objective 1401.1 of the Year 2010 Comprehensive Plan mandates Monroe County to provide the capital improvements necessary to correct existing deficiencies, to accommodate projected future growth, and to replace obsolete and worn-out facilities, in accordance with an adopted Capital Improvements Program.

9. Policy 1401.1.1 of the Year 2010 Comprehensive Plan mandates Monroe County to revise the existing County Capital Improvements Program to incorporate the improvements identified in the Five-Year Schedule of Capital Improvements included in Table 4.1 of Capital Improvements Implementation.

10. Policy 1401.1.2 mandates Monroe County to annually update the Year 2010 Comprehensive Plan Five-Year Schedule of Capital Improvements, and further provides that revisions to the schedule shall be incorporated into the Capital Improvements Program on an annual basis.

11. Monitoring and Evaluation Procedures 5.0 (1) and (2) of the Year 2010 Comprehensive Plan requires that the Five-Year Schedule of Capital Improvements (CIP) be reviewed and updated annually, in order to allocate financial resources to implement the Plan.

12. The amendment furthers the Principles for Guiding Development of the Florida Keys Area of Critical State Concern.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The amended Table 4.1 Five-Year Schedule of Capital Improvements Fiscal Year 2016 through 2020 of the Capital Improvements Element of the Year 2010 Comprehensive Plan is hereby adopted and attached hereto as Exhibit A. This Table 4.1 supersedes and replaces any prior adopted tables.

Section 2. 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 3. This ordinance shall be filed in the Office of the Secretary of the State of Florida and shall become effective as provided by law.

Section 4. This amendment shall be incorporated into the Monroe County Year 2010 Comprehensive Plan.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 20th day of January, 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 12/29/15

Table 4.1

MONROE COUNTY, FLORIDA
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

TRANSPORTATION (Policy 301.1.1)

Road & Bridge Projects	Project	Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Florida Department of Transportation										
Monroe County SCOP Contingency	Resurfacing			-	1,000	-	296,380	-	-	297,380
Monroe County DDR Arterial Reserve	Funding Action			-	2,568,135	-	152,235	-	-	2,720,370
Monroe County DDR Resurfacing Target Reserve (URBN)	Resurfacing			-	-	-	1,000	-	-	1,000
Monroe County Long Range Transportation Plan	Planning Model			300,000	300,000	300,000	300,000	300,000	-	1,500,000
Monroe County Public Information - Dist 6 Construction Office	Prelim Engineering			-	-	200,000	200,000	200,000	-	600,000
Monroe County Traffic Signal Maint/Operations	Traffic Signals			111,412	115,875	120,504	125,594	130,336	-	603,721
Monroe County DDR Resurface Contingency	Resurfacing			89,727	-	-	-	-	-	89,727
Monroe Countywide DDR	Misc Construction			363,359	835,202	-	500,000	1,289,857	-	2,988,418
Monroe Countywide Lighting	Maintenance			40,305	41,515	42,759	44,042	45,364	-	213,985
Monroe County Resurfacing Target (RURL)	Resurfacing			-	-	-	-	1,030,583	-	1,030,583
Monroe Countywide Traffic Operations	Traffic Ops Improve			503,234	391,550	-	254,768	-	-	1,149,552
Pigeon Key Ferry Service	Water Taxi			375,000	250,000	250,000	250,000	-	-	1,125,000
Reserve for MC Growth Mgmt Sm Co. Outreach for Future Proj	Resurfacing			231,677	-	1,405,466	1,206,416	1,553,371	-	4,396,930
Old 7 Mile Bridge	Bridge-Repair/Rehab.			11,368	38,505,976	210,600	-	-	-	38,727,944
SR 5 MM 20.4 to MM 23.5	Landscaping			147,000	-	142,155	811,500	-	-	1,100,655
SR 5 MM 15.5 to MM 20.1	Landscaping			172,000	-	-	1,119,870	-	-	1,291,870
SR 5 MM 23.7 to MM 25.4	Landscaping			16,864	527,875	123,201	-	-	-	667,940
Channel 2 Bridge	Bridge-Repair/Rehab.			2,791,663	209,100	-	-	-	-	3,000,763
Channel 5 Bridge	Bridge-Repair/Rehab.			438,454	-	-	3,236,262	572,760	-	4,247,476
SR 5 MM 99.5 to MM 101.5	Lighting			674,940	-	-	-	-	-	674,940
SR 5 MM 38.6 to MM 40	Resurfacing			220,000	-	-	-	-	-	220,000
SR 5 MM 90.8 to MM 97	Landscaping			23,608	-	-	-	-	-	23,608
SR 5 MM 93 to MM 97	Resurfacing			16,221	-	-	-	-	-	16,221
SR 5 MM 97 to MM 99.6	Landscaping			20,319	-	-	-	-	-	20,319
SR 5 MM 92 to MM 93	Resurfacing			56,136	-	-	-	-	-	56,136
SR 5 MM 99.6 to MM 106.3	Landscaping			20,944	-	-	-	-	-	20,944
SR 5 MM 4.5 to MM 9.8	Resurfacing			542,748	-	-	-	-	-	542,748
SR 5 MM 28.75 to MM 32.98	Landscaping			11,051	648,825	-	-	-	-	659,876
SR 5 7 Mile Bridge Over Moser Channel Bridge Repair	Bridge-Repair/Rehab.			9,930	8,774,900	-	-	-	-	8,784,830
SR5 Hrt Trl-Vistas at Various Locations	Bike Path / Trail			4,091	1,105,000	-	-	-	-	1,109,091
SR 5 Hrt Trl Kemp Channel Bridge	Bike Path / Trail			78,608	-	-	-	-	-	78,608
SR 5 From S. Roosevelt Blvd to S. of Mac Donald	Sidewalk			196,398	-	-	-	-	-	196,398
SR 5 Over Niles Channel Niles Channel Bridge Repair	Bridge-Repair/Rehab.			1,487,526	199,875	-	-	-	-	1,687,401
SR 5 Over Boca Chica Channel Bridge #900003 & 900074 Repair	Bridge-Repair/Rehab.			190,770	-	-	-	-	-	190,770
SR 5 Lond Key V-Piers Repl. & Deviation Block Repairs	Bridge-Repair/Rehab.			686,675	-	-	-	-	-	686,675

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Subtotal - FDOT				9,832,028	54,474,828	2,794,685	8,498,067	5,122,271	-	80,721,879
Revenues - FDOT				9,832,028	54,474,828	2,794,685	8,498,067	5,122,271	-	80,721,879

Monroe County										
Road Paving Program		$ 11,614,019	$ -	$3,173,828	$1,614,019	$4,500,000	$2,326,172	-	-	11,614,019
Revenues										
304 - Infrastructure Sales Surtax				$0	$787,847	$4,500,000	$2,326,172	-	-	7,614,019
102 - Fuel Tax				$3,173,828	$826,172	$0	$0	-	-	4,000,000
Total Revenues				$3,173,828	$1,614,019	$4,500,000	$2,326,172	$0	-	11,614,019
Lake Surprise Estates Paving		$ 3,179,582	$ 227,868	2,951,714	-	-	-	-	-	2,951,714
Revenues										
304 - Infrastructure Sales Surtax				2,951,714	-	-	-	-	-	2,951,714
Sexton Cove Paving		$ 1,764,311	$ 139,257	1,625,054	-	-	-	-	-	1,625,054
Revenues										
304 - Infrastructure Sales Surtax				1,625,054	-	-	-	-	-	1,625,054
Stock Island I		$ 2,962,088	$ 201,112	2,760,976	-	-	-	-	-	2,760,976
Revenues										
304 - Infrastructure Sales Surtax				2,760,976	-	-	-	-	-	2,760,976
Stock Island II		$ 2,480,000		260,000	2,220,000	-	-	-	-	2,480,000
Revenues										
304 - Infrastructure Sales Surtax				260,000	2,220,000	-	-	-	-	2,480,000
Cudjoe Supplemental Paving		$ 6,000,000		3,000,000	3,000,000	-	-	-	-	6,000,000
Revenues										
102 - Fuel Tax				3,000,000	3,000,000	-	-	-	-	6,000,000
Truman Bridge-Replacement		$ 2,084,520	$ 20,480	1,179,520	-	-	-	-	884,520	2,064,040
Revenues										
130 - Roadways Impact Fees				919,420	-	-	-	-		919,420
304 - Infrastructure Sales Surtax				250,000						
US 1 Bayside Bike/Shared Use Path		$ 2,251,042	$ 2,106,042	145,000	-	-	-	-	-	145,000
Revenues										
125 - State Grants				-	-	-	-	-		-
130 - Roadways Impact Fees				-						
304 - Infrastructure Sales Surtax				145,000	-	-	-	-		145,000
Total Revenues				145,000	-	-	-	-		145,000

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
CR 905 Bike Lanes		$ 3,510,810	$ 3,447,212	63,598	-	-	-	-		63,598
Revenues										
130 - Roadways Impact Fees				63,895	-	-	-	-		63,895
304 - Infrastructure Sales Surtax				-	-	-	-	-		-
Total Revenues				$63,895	$0	$0	$0	$0	-	63,895
No Name Key Bridge		$ 3,610,971	$ 3,067,726	543,245	-	-	-	-		543,245
Revenues										
125 - State Grants				380,271	-	-	-	-		380,271
102 - Fuel Tax				162,974	-	-	-	-		162,974
Total Revenues				$543,245	-	-	-	-		543,245
Card Sound Bridge Repair		$ 5,705,181	$ 403,455	5,301,726	-	-	-	-		5,301,726
Revenues										
102 - Fuel Tax				1,911,792	-	-	-	-		1,911,792
125-Federal Grants				3,389,934	-	-	-	-		3,389,934
Adams Cut Pedestrian Bridge		$ 1,095,199		1,095,199	-	-	-	-		1,095,199
Revenues										
125-Federal Grants				477,000	-	-	-	-		477,000
130 - Roadways Impact Fees				48,000						
304 - Infrastructure Sales Surtax				570,199	-	-	-	-		570,199
Total Revenues				1,095,199	-	-	-	-		1,095,199
Garrison Bight Bridge Repair		$ 1,792,438	$ -	265,000	1,492,714	34,724	-	-	-	1,792,438
Revenues										
125-State Grants				265,000	1,492,714	34,724	-	-		1,792,438
Sugarloaf Blvd Bridge		$ 2,225,224	$ -	399,718	-	-	-	-	1,825,506	2,225,224
Revenues										
102 - Fuel Tax				399,718	-	-	-	-		399,718
Subtotal - Monroe County		50,275,385	9,613,152	22,764,578	8,326,733	4,534,724	2,326,172	-	2,710,026	40,662,233
Total Road & Bridge Projects				32,596,606	62,801,561	7,329,409	10,824,239	5,122,271	2,710,026	118,674,086

Mass Transit

	Project			FY 2016	FY 2017	FY 2018	FY 2019	FY 2020		Total
FDOT										
No Projects										
Monroe County										
No Projects										

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Ports										
	Project			**FY 2016**	**FY 2017**	**FY 2018**	**FY 2019**	**FY 2020**		**Total**
FDOT										
No Projects										
Monroe County										
No Projects										

Aviation		**Project**	**Appropriated**							
	Project	**Budget**	**As of 9/30/15**	**FY 2015**	**FY 2016**	**FY 2017**	**FY 2018**	**FY 2019**	**FY2020**	**Total**
Marathon Airport										
DOT AQ606 Sewer Laterals	Aviation Preservation	**315,033**	**221,035**	**15,161**	**78,837**	**0**	**0**	**0**	**0**	**78,837**
Revenues										
403 - Operating Revenues				7,581	39,419	0	0	0	0	39,419
403 - Federal Grants										
403 - State Grants				7,581	39,419	0	0	0	0	39,419
Total Revenues				**15,161**	**78,837**	**0**	**0**	**0**	**0**	**78,837**
Improve Terminal Building 044-31 (Sewer Laterals)		**685,070**	**0**	**2,815**	**273,602**	0	0	0	0	**273,602**
Revenues										
403 - Operating Revenues				141	47,680					47,680
403 - Federal Grants				2,534	35,910					35,910
403 - State Grants				141	190,012	0	0	0	0	190,012
Total Revenues				**2,815**	**273,602**	**0**	**0**	**0**	**0**	**273,602**
FDOT AQE35 Planning Study	Aviation Preservation	**1,005,000**	**220,935**	**76,252**	**103,705**	**400,000**	**0**	**0**	**0**	**503,705**
Revenues										
403 - Operating Revenues				15,250	15,150	80,000	0	0	0	95,150
403 - State Grants				61,001	88,555	320,000	0	0	0	408,555
Total Revenues				**76,252**	**103,705**	**400,000**	**0**	**0**	**0**	**503,705**
FDOT AQH10 CBP Prescreening CTR (Customs)	Aviation Rev/Ops	**500,000**	**64,005**	112,221	152,329	0	0	0	0	152,329
DOT AQE35 Terminal Expansion (Customs)	Aviation Rev/Ops	**1,300,000**		1,262,704	28,302	0	0	0	0	28,302
Total Project Expenditures		**1,800,000**		**1,374,925**	**180,630**	**0**	**0**	**0**	**0**	**180,630**
Revenues										
403 - Operating Revenues				687,462	90,315	0	0	0	0	90,315
403 - Federal Grants					0	0	0	0	0	
403 - State Grants				687,462	90,315	0	0	0	0	90,315
Total Revenues				**1,374,925**	**180,630**	**0**	**0**	**0**	**0**	**180,630**
FDOT AR045 Airport Security	Aviation Safety	**100,000**	**50,956**	**15,165**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
403 - Operating Revenues				3,033	0	0	0	0	0	0
403 - State Grants				12,132	0	0	0	0	0	0
Total Revenues				**15,165**	**0**	**0**	**0**	**0**	**0**	**0**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Obstruction Removal RPZ/RW25 44-30	Aviation Safety	**291,667**	**131,913**	**0**	**0**	**125,000**	**0**	**0**	**0**	**125,000**
FDOT AQE35 Obstruction Removal RPZ/RW25		**18,750**		0	**18,750**	0	0	0	0	**18,750**
Revenues										
403 - Operating Revenues				0	3,750	2,500	0	0	0	6,250
403 - Federal Grants				0	0	112,500	0	0	0	112,500
403 - State Grants				0	15,000	10,000	0	0	0	25,000
Total Revenues				**0**	**18,750**	**125,000**	**0**	**0**	**0**	**143,750**
										0
FDOT ARK 80 Construction of 11 Replacement Hangars	Aviation Rev/Ops	**2,525,500**	**0**	**229,177**	**58,702**	**2,237,621**	**0**	**0**	**0**	**2,296,323**
Revenues										
403 - Operating Revenues				45,835	11,740	447,524	0	0	0	459,265
403 - State Grants				183,342	46,962	1,790,097	0	0	0	1,837,058
Total Revenues				**229,177**	**58,702**	**2,237,621**	**0**	**0**	**0**	**2,296,323**
Runway Threshold Light Relocation 44-32	Aviation Safety	**51,521**	**0**	**51,521**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
403 - Operating Revenues				7,265	0	0	0	0	0	0
403 - Federal Grants				44,256	0	0	0	0	0	0
403 - State Grants					0	0	0	0	0	0
Total Revenues				**51,521**	**0**	**0**	**0**	**0**	**0**	**0**
Misc. Planning Studies	Aviation Preservation	**660,497**	**0**	**0**	**260,497**	**400,000**	**0**	**0**	**0**	**660,497**
Revenues						0				
403 - Operating Revenues				0	5,210	200,000	0	0	0	205,210
403 - Federal Grants				0	234,447	0	0	0	0	234,447
403 - State Grants				0	20,840	200,000	0	0	0	220,840
Total Revenues				**0**	**260,497**	**400,000**	**0**	**0**	**0**	**660,497**
Master Plan	Aviation Preservation	**600,000**	**0**	**0**	**0**	**600,000**	**0**	**0**	**0**	**600,000**
Revenues										
403 - Operating Revenues				0		12,000	0	0	0	12,000
403 - Federal Grants						540,000	0	0	0	540,000
403 - State Grants				0		48,000	0	0	0	48,000
Total Revenues				**0**	**0**	**600,000**	**0**	**0**	**0**	**600,000**
Environment Assessment	Aviation Preservation	**700,000**	**0**	**0**	**0**	**700,000**	**0**	**0**	**0**	**700,000**
Revenues										
403 - Operating Revenues				0	0	14,000	0	0	0	14,000
403 - Federal Grants						630,000	0	0	0	630,000
403 - State Grants				0	0	56,000	0	0	0	56,000
Total Revenues				**0**	**0**	**700,000**	**0**	**0**	**0**	**700,000**
Mosquito Control-New Ramp	Aviation Preservation	**500,000**	**0**	**0**	**0**	**500,000**	**0**	**0**	**0**	**500,000**
Revenues										
403 - Operating Revenues				0	0	100,000		0	0	100,000
403 - State Grants				0	0	400,000		0	0	400,000
Total Revenues				**0**	**0**	**500,000**	**0**	**0**	**0**	**500,000**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Rental Car Wash Facility	Aviation Rev/Ops	**500,000**	**0**	**0**	**0**	**500,000**	**0**	0	0	**500,000**
Revenues										
403 - Operating Revenues				0	0	100,000	0	0	0	100,000
403 - State Grants				0	0	400,000	0	0	0	400,000
Total Revenues				**0**	**0**	**500,000**	**0**	**0**	**0**	**500,000**
Misc. Planning Studies	Aviation Preservation	**1,220,497**	**0**	**0**	**260,497**	**400,000**	**560,000**	**0**	**0**	**1,220,497**
Revenues						0				
403 - Operating Revenues				0	5,210	200,000	280,000	0	0	485,210
403 - Federal Grants				0	234,447	0	0	0	0	234,447
403 - State Grants				0	20,840	200,000	280,000	0	0	500,840
Total Revenues				**0**	**260,497**	**400,000**	**560,000**	**0**	**0**	**1,220,497**
Essential Equipment	Aviation Preservation	**281,250**	**0**	**0**	**0**	**125,000**	**156,250**	**0**	**0**	**281,250**
Revenues										
403 - Operating Revenues				0	0	25,000	31,250	0	0	56,250
403 - State Grants				0	0	100,000	125,000	0	0	225,000
Total Revenues				**0**	**0**	**125,000**	**156,250**	**0**	**0**	**281,250**
Hangars Design & Construct	Aviation Preservation	**1,504,061**	**0**	**0**	**0**	**0**	**1,250,000**	**254,061**	**0**	**1,504,061**
Revenues										
403 - Operating Revenues				0	0	0	250,000	50,812	0	300,812
403 - State Grants				0	0	0	1,000,000	203,249	0	1,203,249
Total Revenues				**0**	**0**	**0**	**1,250,000**	**254,061**	**0**	**1,504,061**
Geometry Airfield Design - Phase 1	Aviation Preservation	**500,000**	**0**	**0**	**0**	**0**	**500,000**	**0**	**0**	**500,000**
Revenues										
403 - Operating Revenues				0	0	0	10,000	0	0	10,000
403 - Federal Grants				0	0	0	450,000	0	0	450,000
403 - State Grants				0	0	0	40,000	0	0	40,000
Total Revenues				**0**	**0**	**0**	**500,000**	**0**	**0**	**500,000**
Geometry Airfield Construction - Phase 1	Aviation Preservation	**5,000,000**	**0**	**0**	**0**	**0**	**0**	**5,000,000**	**0**	**5,000,000**
Revenues										
403 - Operating Revenues				0	0	0	0	100,000	0	100,000
403 - Federal Grants				0	0	0	0	4,500,000	0	4,500,000
403 - State Grants				0	0	0	0	400,000	0	400,000
Total Revenues				**0**	**0**	**0**	**0**	**5,000,000**	**0**	**5,000,000**
Terminal Expansion	Aviation Rev/Ops	**2,201,101**	**0**	**0**	**0**	**0**	**0**	**2,201,101**	**0**	**2,201,101**
Revenues										
403 - Operating Revenues				0	0	0	0	440,220	0	440,220
403 - State Grants				0	0	0	0	1,760,881	0	1,760,881
Total Revenues				**0**	**0**	**0**	**0**	**2,201,101**	**0**	**2,201,101**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Geometry Airfield Design - Phase 2	Aviation Preservation	**500,000**	**0**	**0**	**0**	**0**	**0**	**0**	**500,000**	**500,000**
Revenues										
403 - Operating Revenues				0	0	0	0	0	10,000	10,000
403 - Federal Grants				0	0	0	0	0	450,000	450,000
403 - State Grants				0	0	0	0	0	40,000	40,000
Total Revenues				**0**	**0**	**0**	**0**	**0**	**500,000**	**500,000**
Fuel Farm Relocation	Aviation Rev/Ops	**1,200,000**	**0**	**0**	**0**	**0**	**0**	**0**	**1,200,000**	**1,200,000**
Revenues										
403 - Operating Revenues				0	0	0	0	0	960,000	960,000
403 - State Grants				0	0	0	0	0	240,000	240,000
Total Revenues				**0**	**0**	**0**	**0**	**0**	**1,200,000**	**1,200,000**
AWOS Relocation	Aviation Rev/Ops	**250,000**	**0**	**0**	**0**	**0**	**0**	**0**	**250,000**	**250,000**
Revenues										
403 - Operating Revenues				0	0	0	0	0	200,000	200,000
403 - State Grants				0	0	0	0	0	50,000	50,000
Total Revenues				**0**	**0**	**0**	**0**	**0**	**250,000**	**250,000**
Taxiway Rehab and New Connector	Aviation Rev/Ops	**592,000**	**0**	**0**	**0**	**0**	**0**	**0**	**592,000**	**592,000**
Revenues										
403 - Operating Revenues				0	0	0	0	0	473,600	473,600
403 - State Grants				0	0	0	0	0	118,400	118,400
Total Revenues				**0**	**0**	**0**	**0**	**0**	**592,000**	**592,000**
Total Marathon Airport		**16,781,450**	**624,839**	**1,765,015**	**974,723**	**5,587,621**	**1,906,250**	**2,455,162**	**2,542,000**	**13,465,756**
Key West International Airport										
FDOT KW SECURITY 3 APT62	Aviation Safety	**1,315,628**	**1,271,016**	**44,612**	**44,612**	**0**	**0**	**0**	**0**	**44,612**
Revenues				44,612						
404 - Operating Revenues					44,612	0	0	0	0	44,612
404 - State Grants				**44,612**	0	0	0	0	0	0
Total Revenues				**89,224**	**44,612**	**0**	**0**	**0**	**0**	**44,612**
BAGGAGE AREA ELVTR 37-43	Aviation Rev/Ops	224,318	45,328	178,990	0	0	0	0	0	0
ARRIVAL/BAG BELT 37-46	Aviation Rev/Ops	775,316	521,894	253,422	0	0	0	0	0	0
BAG ELEVATOR 37-46	Aviation Rev/Ops	300,000	297,636	2,364	0	0	0	0	0	0
Total Project Expenditures		**1,299,634**	**864,858**	**434,776**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
404 - Operating Revenues				109,963	0	0	0	0	0	0
404 - Federal Grants				214,849	0	0	0	0	0	0
404 - State Grants				109,964	0	0	0	0	0	0
Total Revenues				**434,776**	**0**	**0**	**0**	**0**	**0**	**0**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Part 150 Noise Study 37-4	Aviation Rev/Ops	**1,017,945**	**431,092**	**0**	**584,261**	**0**	**0**	**0**	**0**	**584,261**
Revenues										
404 - Operating Revenues					58,426	0	0	0	0	58,426
404 - Federal Grants					525,835	0	0	0	0	525,835
Total Revenues				**0**	**584,261**	**0**	**0**	**0**	**0**	**584,261**
FDOT #AQE35 KW Planning Studies	Aviation Rev/Ops	**2,216,400**	**662,337**	**405,197**	**640,000**	**0**	**0**	**0**	**0**	**640,000**
Revenues										
404 - Operating Revenues				202,599	320,000	0	0	0	0	320,000
404 - State Grants				202,599	320,000	0	0	0	0	320,000
Total Revenues				**405,197**	**640,000**	**0**	**0**	**0**	**0**	**640,000**
Pave Entrance Road 37-46	Aviation Preservation	**102,550**	**81,973**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
404 - Operating Revenues				0	0	0	0	0	0	0
404 - Federal Grants				0	0	0	0	0	0	0
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**0**	**0**	**0**	**0**	**0**	**0**
EMG DRNG IMP 37-46	Aviation Preservation	**265,000**	**201,460**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
404 - Operating Revenues				0	0	0	0	0	0	0
404 - Federal Grants				0	0	0	0	0	0	0
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**0**	**0**	**0**	**0**	**0**	**0**
FDOT#AQH10 KW CUSTOMS	Aviation Rev/Ops	**605,041**	**4,400**	**83,910**	**68,850**	**0**	**0**	**0**	**0**	**68,850**
FDOT#AQE35/37-47		**592,807**	**0**	**0**	**1,312,500**					**1,312,500**
Revenues										
404 - Operating Revenues				41,955	401,269	0	0	0	0	401,269
404 - Federal Grants					578,813	0	0	0	0	578,813
404 - State Grants				41,955	401,269	0	0	0	0	401,269
Total Revenues				**83,910**	**1,381,350**	**0**	**0**	**0**	**0**	**1,381,350**
REHAB ENT RD 037-47	Aviation Preservation	**657,300**	**555,512**	**27,838**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
404 - Operating Revenues				1,392	0	0	0	0	0	0
404 - Federal Grants				25,055	0	0	0	0	0	0
404 - State Grants				1,392	0	0	0	0	0	0
Total Revenues				**27,838**	**0**	**0**	**0**	**0**	**0**	**0**
LAND ACQU 037-44	Aviation Preservation	**552,000**	**505,819**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
404 - Operating Revenues				0	0	0	0	0	0	0
404 - Federal Grants				0	0	0	0	0	0	0
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**0**	**0**	**0**	**0**	**0**	**0**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
EMAS RNWY 27 DEP 037-47	Aviation Safety	**436,400**	**382,918**	**18,682**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
404 - Operating Revenues				934	0	0	0	0	0	0
404 - Federal Grants				16,813	0	0	0	0	0	0
404 - State Grants				934	0	0	0	0	0	0
Total Revenues				**18,682**	**0**	**0**	**0**	**0**	**0**	**0**
DRNG RECON 037-47	Aviation Preservation	**577,200**	**84,473**	**4,799**	**412,179**	**0**	**0**	**0**	**0**	**412,179**
Revenues										
404 - Operating Revenues				240	20,609	0	0	0	0	20,609
404 - Federal Grants				4,319	370,961	0	0	0	0	370,961
404 - State Grants				240	20,609	0	0	0	0	20,609
Total Revenues				**4,799**	**412,179**	**0**	**0**	**0**	**0**	**412,179**
EMAS RNWY 27 Construction	Aviation Safety	**4,519,225**	**0**	**4,397,774**	**5,416**	**0**	**0**	**0**	**0**	**5,416**
Revenues										
404 - Operating Revenues				219,889	271	0	0	0	0	271
404 - Federal Grants				3,957,996	4,874	0	0	0	0	4,874
404 - State Grants				219,889	271	0	0	0	0	271
Total Revenues				**4,397,774**	**5,416**	**0**	**0**	**0**	**0**	**5,416**
Strengthen Commercial Apron, Design & Permit 37-49	Aviation Preservation	**261,650**	**0**	**0**	**261,650**	**0**	**0**	**0**	**0**	**261,650**
Revenues										
404 - Operating Revenues				0	13,083	0	0	0	0	13,083
404 - Federal Grants				0	235,485	0	0	0	0	235,485
404 - State Grants				0	13,083	0	0	0	0	13,083
Total Revenues				**0**	**261,650**	**0**	**0**	**0**	**0**	**261,650**
Drainage Design Ph. 2 & 3 37-49	Aviation Preservation	**241,000**	**0**	**0**	**241,000**	**0**	**0**	**0**	**0**	**241,000**
Revenues										
404 - Operating Revenues				0	12,050	0	0	0	0	12,050
404 - Federal Grants				0	216,900	0	0	0	0	216,900
404 - State Grants				0	12,050	0	0	0	0	12,050
Total Revenues				**0**	**241,000**	**0**	**0**	**0**	**0**	**241,000**
Noise Insulation Program Ph. 1 (Design/Bid)	Aviation Preservation	**584,261**	**0**	**0**	**584,261**	**0**	**0**	**0**	**0**	**584,261**
Revenues										
404 - Operating Revenues				0	58,426	0	0	0	0	58,426
404 - Federal Grants				0	525,835	0	0	0	0	525,835
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**584,261**	**0**	**0**	**0**	**0**	**584,261**
FDOT #AQE35 KW Planning Studies	Aviation Rev/Ops	**2,216,400**	**662,337**	**405,197**	**640,000**	**0**	**0**	**0**	**0**	**640,000**
Revenues										
404 - Operating Revenues				202,599	320,000	0	0	0	0	320,000
404 - State Grants				202,599	320,000	0	0	0	0	320,000
Total Revenues				**405,197**	**640,000**	**0**	**0**	**0**	**0**	**640,000**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Master Plan FDOT G0562	Aviation Preservation	**872,062**	**0**	**0**	**872,062**	**0**	**0**	**0**	**0**	**872,062**
Revenues										
404 - Operating Revenues				0	50,000	0	0	0	0	50,000
404 - Federal Grants				0	50,000	0	0	0	0	50,000
404 - State Grants				0	772,062	0	0	0	0	100,000
Total Revenues				**0**	**872,062**	**0**	**0**	**0**	**0**	**872,062**
Security Fence & Misc. Imp. FDOT G0553	Aviation Safety	**555,480**	**0**	**0**	**555,480**	**0**	**0**	**0**	**0**	**555,480**
Revenues										
404 - Operating Revenues				0	277,740	0	0	0	0	277,740
404 - Federal Grants				0		0	0	0	0	0
404 - State Grants				0	277,740	0	0	0	0	277,740
Total Revenues				**0**	**555,480**	**0**	**0**	**0**	**0**	**555,480**
FDOT #AQE35 KW Planning Studies	Aviation Rev/Ops	**2,816,400**	**0**	**405,197**	**0**	**600,000**	**0**	**0**	**0**	**600,000**
Revenues										
404 - Operating Revenues				202,599	0	300,000	0	0	0	300,000
404 - State Grants				202,599	0	300,000	0	0	0	300,000
Total Revenues				**405,197**	**0**	**600,000**	**0**	**0**	**0**	**600,000**
Customs Expansion/Improvements	Aviation Preservation	**2,928,000**	**0**	**0**	**0**	**2,928,000**	**0**	**0**	**0**	**2,928,000**
Revenues										
404 - Operating Revenues				0	0	1,464,000	0	0	0	1,464,000
404 - Federal Grants				0	0	0	0	0	0	0
404 - State Grants				0	0	1,464,000	0	0	0	1,464,000
Total Revenues				**0**	**0**	**2,928,000**	**0**	**0**	**0**	**2,928,000**
Essential Airport Equipment	Aviation Safety	**1,400,000**	**0**	**0**	**0**	**1,400,000**	**0**	**0**	**0**	**1,400,000**
Revenues										
404 - Operating Revenues				0	0	700,000	0	0	0	700,000
404 - State Grants				0	0	700,000	0	0	0	700,000
Total Revenues				**0**	**0**	**1,400,000**	**0**	**0**	**0**	**1,400,000**
Essential Safety & Security Equipment	Aviation Safety	**100,000**	**0**	**0**	**0**	**100,000**	**0**	**0**	**0**	**100,000**
Revenues										
404 - Operating Revenues				0	0	50,000	0	0	0	50,000
404 - State Grants				0	0	50,000	0	0	0	50,000
Total Revenues				**0**	**0**	**100,000**	**0**	**0**	**0**	**100,000**
Reconstruct Terminal Apron	Aviation Preservation	**9,900,000**	**0**	**0**	**0**	**9,900,000**	**0**	**0**	**0**	**9,900,000**
Revenues										
404 - Operating Revenues				0	0	495,000	0	0	0	495,000
404 - Federal Grants				0	0	8,910,000	0	0	0	8,910,000
404 - State Grants				0	0	495,000	0	0	0	495,000
Total Revenues				**0**	**0**	**9,900,000**	**0**	**0**	**0**	**9,900,000**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Drainage Phases 2 & 3 Construction	Aviation Preservation	**2,000,000**	**0**	**0**	**0**	**2,000,000**	**0**	**0**	**0**	**2,000,000**
Revenues										
404 - Operating Revenues				0	0	100,000	0	0	0	100,000
404 - Federal Grants				0	0	1,800,000	0	0	0	1,800,000
404 - State Grants				0	0	100,000	0	0	0	100,000
Total Revenues				**0**	**0**	**2,000,000**	**0**	**0**	**0**	**2,000,000**
Noise Insulation Program Ph. 1 (Design/Bid)	Aviation Preservation	**1,500,000**	**0**	**0**	**0**	**1,500,000**	**0**	**0**	**0**	**1,500,000**
Revenues										
404 - Operating Revenues				0	0	150,000	0	0	0	150,000
404 - Federal Grants				0	0	1,350,000	0	0	0	1,350,000
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**0**	**1,500,000**	**0**	**0**	**0**	**1,500,000**
Taxiway Rehab & Lighting Design	Aviation Preservation	**500,000**	**0**	**0**	**0**	**500,000**	**0**	**0**	**0**	**500,000**
Revenues										
404 - Operating Revenues				0	0	25,000	0	0	0	25,000
404 - Federal Grants				0	0	450,000	0	0	0	450,000
404 - State Grants				0	0	25,000	0	0	0	25,000
Total Revenues				**0**	**0**	**500,000**	**0**	**0**	**0**	**500,000**
FDOT #AQE35 KW Planning Studies	Aviation Rev/Ops	**11,216,400**	**0**	**405,197**	**0**	**0**	**840,000**	**0**	**0**	**840,000**
Revenues										
404 - Operating Revenues				202,599	0	0	420,000	0	0	420,000
404 - State Grants				202,599	0	0	420,000	0	0	420,000
Total Revenues				**405,197**	**0**	**0**	**840,000**	**0**	**0**	**840,000**
Baggage System Rehab	Aviation Rev/Ops	**930,000**	**0**	**0**	**0**	**0**	**930,000**	**0**	**0**	**930,000**
Revenues										
404 - Operating Revenues				0	0	0	465,000	0	0	465,000
404 - State Grants				0	0	0	465,000	0	0	465,000
Total Revenues				**0**	**0**	**0**	**930,000**	**0**	**0**	**930,000**
Fuel Farm Supression System	Aviation Safety	**200,000**	**0**	**0**	**0**	**0**	**200,000**	**0**	**0**	**200,000**
Revenues										
404 - Operating Revenues				0	0	0	100,000	0	0	100,000
404 - State Grants				0	0	0	100,000	0	0	100,000
Total Revenues				**0**	**0**	**0**	**200,000**	**0**	**0**	**200,000**
Upgrade MIRLS to HIRLS	Aviation Safety	**1,000,000**	**0**	**0**	**0**	**0**	**1,000,000**	**0**	**0**	**1,000,000**
Revenues										
404 - Operating Revenues				0	0	0	500,000	0	0	500,000
404 - State Grants				0	0	0	500,000	0	0	500,000
Total Revenues				**0**	**0**	**0**	**1,000,000**	**0**	**0**	**1,000,000**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Car Rental Facility	Aviation Rev/Ops	**4,000,000**	**0**	**0**	**0**	**0**	**4,000,000**	**0**	**0**	**4,000,000**
Revenues										
404 - Operating Revenues				0	0	0	2,000,000	0	0	2,000,000
404 - State Grants				0	0	0	2,000,000	0	0	2,000,000
Total Revenues				**0**	**0**	**0**	**4,000,000**	**0**	**0**	**4,000,000**
Maintenance Facility	Aviation Rev/Ops	**1,513,126**	**0**	**0**	**0**	**0**	**1,513,126**	**0**	**0**	**1,513,126**
Revenues										
404 - Operating Revenues				0	0	0	756,563	0	0	756,563
404 - State Grants				0	0	0	756,563	0	0	756,563
Total Revenues				**0**	**0**	**0**	**1,513,126**	**0**	**0**	**1,513,126**
Essential Safety & Security Equipment	Aviation Safety	**500,000**	**0**	**0**	**0**	**0**	**500,000**	**0**	**0**	**500,000**
Revenues										
404 - Operating Revenues				0	0	0	250,000	0	0	250,000
404 - State Grants				0	0	0	250,000	0	0	250,000
Total Revenues				**0**	**0**	**0**	**500,000**	**0**	**0**	**500,000**
Photovoltaics Study/Plan	Aviation Preservation	**300,000**	**0**	**0**	**0**	**0**	**300,000**	**0**	**0**	**300,000**
Revenues										
404 - Operating Revenues				0	0	0	15,000	0	0	15,000
404 - Federal Grants				0	0	0	270,000	0	0	270,000
404 - State Grants				0	0	0	15,000	0	0	15,000
Total Revenues				**0**	**0**	**0**	**300,000**	**0**	**0**	**300,000**
Noise Insulation Program Ph. 1 (Construction)	Aviation Preservation	**4,600,000**	**0**	**0**	**0**	**0**	**4,600,000**	**0**	**0**	**4,600,000**
Revenues										
404 - Operating Revenues				0	0	0	460,000	0	0	460,000
404 - Federal Grants				0	0	0	4,140,000	0	0	4,140,000
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**0**	**0**	**4,600,000**	**0**	**0**	**4,600,000**
Taxiway Rehab & Lighting Construction	Aviation Safety	**6,000,000**	**0**	**0**	**0**	**0**	**6,000,000**	**0**	**0**	**6,000,000**
Revenues										
404 - Operating Revenues				0	0	0	300,000	0	0	300,000
404 - Federal Grants				0	0	0	5,400,000	0	0	5,400,000
404 - State Grants				0	0	0	300,000	0	0	300,000
Total Revenues				**0**	**0**	**0**	**6,000,000**	**0**	**0**	**6,000,000**
Public Parking Expansion	Aviation Rev/Ops	**1,000,000**	**0**	**0**	**0**	**0**	**0**	**1,000,000**	**0**	**1,000,000**
Revenues										
404 - Operating Revenues				0	0	0	0	500,000	0	500,000
404 - State Grants				0	0	0	0	500,000	0	500,000
Total Revenues				**0**	**0**	**0**	**0**	**1,000,000**	**0**	**1,000,000**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Terminal Expansion and Rehab	Aviation Preservation	**2,000,000**	**0**	**0**	**0**	**0**	**0**	**2,000,000**	**0**	**2,000,000**
Revenues										
404 - Operating Revenues				0	0	0	0	1,000,000	0	1,000,000
404 - State Grants				0	0	0	0	1,000,000	0	1,000,000
Total Revenues				**0**	**0**	**0**	**0**	**2,000,000**	**0**	**2,000,000**
Vehicle Fleet Upgrade & Conversion	Aviation Preservation	**1,500,000**	**0**	**0**	**0**	**0**	**0**	**1,500,000**	**0**	**1,500,000**
Revenues										
404 - Operating Revenues				0	0	0	0	750,000	0	750,000
404 - State Grants				0	0	0	0	750,000	0	750,000
Total Revenues				**0**	**0**	**0**	**0**	**1,500,000**	**0**	**1,500,000**
Car Wash	Aviation Rev/Ops	**500,000**	**0**	**0**	**0**	**0**	**0**	**500,000**	**0**	**500,000**
Revenues										
404 - Operating Revenues				0	0	0	0	250,000	0	250,000
404 - State Grants				0	0	0	0	250,000	0	250,000
Total Revenues				**0**	**0**	**0**	**0**	**500,000**	**0**	**500,000**
Chillers-Utilities (60/40 Public/Private) Design	Aviation Preservation	**650,000**	**0**	**0**	**0**	**0**	**0**	**650,000**	**0**	**650,000**
Revenues										
404 - Operating Revenues				0	0	0	0	149,500	0	149,500
404 - Federal Grants				0	0	0	0	351,000	0	351,000
404 - State Grants				0	0	0	0	149,500	0	149,500
Total Revenues				**0**	**0**	**0**	**0**	**650,000**	**0**	**650,000**
Runway 9-27 Widen Shoulder and Lighting (Design)	Aviation Safety	**600,000**	**0**	**0**	**0**	**0**	**0**	**600,000**	**0**	**600,000**
Revenues										
404 - Operating Revenues				0	0	0	0	30,000	0	30,000
404 - Federal Grants				0	0	0	0	540,000	0	540,000
404 - State Grants				0	0	0	0	30,000	0	30,000
Total Revenues				**0**	**0**	**0**	**0**	**600,000**	**0**	**600,000**
Photovoltaic Implementation	Aviation Preservation	**1,800,000**	**0**	**0**	**0**	**0**	**0**	**1,800,000**	**0**	**1,800,000**
Revenues										
404 - Operating Revenues				0	0	0	0	90,000	0	90,000
404 - Federal Grants				0	0	0	0	1,620,000	0	1,620,000
404 - State Grants				0	0	0	0	90,000	0	90,000
Total Revenues				**0**	**0**	**0**	**0**	**1,800,000**	**0**	**1,800,000**
NIP Phase 2 Design	Aviation Preservation	**1,675,000**	**0**	**0**	**0**	**0**	**0**	**1,675,000**	**0**	**1,675,000**
Revenues										
404 - Operating Revenues				0	0	0	0	167,500	0	167,500
404 - Federal Grants				0	0	0	0	1,507,500	0	1,507,500
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**0**	**0**	**0**	**1,675,000**	**0**	**1,675,000**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Essential Safety & Security Equipment	Aviation Safety	**100,000**	**0**	**0**	**0**	**0**	**0**	**0**	**100,000**	**100,000**
Revenues										
404 - Operating Revenues				0	0	0	0	0	50,000	50,000
404 - State Grants				0	0	0	0	0	50,000	50,000
Total Revenues				**0**	**0**	**0**	**0**	**0**	**100,000**	**100,000**
FDOT #AQE35 KW Planning Studies	Aviation Rev/Ops	**12,616,400**	**0**	**405,197**	**0**	**0**	**0**	**0**	**1,400,000**	**1,400,000**
Revenues										
404 - Operating Revenues				202,599	0	0	0	0	700,000	700,000
404 - State Grants				202,599	0	0	0	0	700,000	700,000
Total Revenues				**405,197**	**0**	**0**	**0**	**0**	**1,400,000**	**1,400,000**
Runway Shoulder Widening	Aviation Safety	**630,000**	**0**	**405,197**	**0**	**0**	**0**	**0**	**630,000**	**630,000**
Revenues										
404 - Operating Revenues				202,599	0	0	0	0	315,000	315,000
404 - State Grants				202,599	0	0	0	0	315,000	315,000
Total Revenues				**405,197**	**0**	**0**	**0**	**0**	**630,000**	**630,000**
Rehab and Expand Term. Facilities	Aviation Rev/Ops	**3,273,698**	**0**	**405,197**	**0**	**0**	**0**	**0**	**3,273,698**	**3,273,698**
Revenues										
404 - Operating Revenues				202,599	0	0	0	0	1,636,849	1,636,849
404 - State Grants				202,599	0	0	0	0	1,636,849	1,636,849
Total Revenues				**405,197**	**0**	**0**	**0**	**0**	**3,273,698**	**3,273,698**
Runway 9-27 Rehab., Shoulder Widening/Lighting Constr.	Aviation Preservation	**8,000,000**	**0**	**0**	**0**	**0**	**0**	**0**	**8,000,000**	**8,000,000**
Revenues										
404 - Operating Revenues				0	0	0	0	0	400,000	400,000
404 - Federal Grants				0	0	0	0	0	7,200,000	7,200,000
404 - State Grants				0	0	0	0	0	400,000	400,000
Total Revenues				**0**	**0**	**0**	**0**	**0**	**8,000,000**	**8,000,000**
NIP Phase 2 Construction	Aviation Preservation	**5,950,000**	**0**	**0**	**0**	**0**	**0**	**0**	**5,950,000**	**5,950,000**
Revenues										
404 - Operating Revenues				0	0	0	0	0	595,000	595,000
404 - Federal Grants				0	0	0	0	0	5,355,000	5,355,000
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**0**	**0**	**0**	**0**	**5,950,000**	**5,950,000**
ARFF/Fire Support Equip.	Aviation Safety	**1,000,000**	**0**	**0**	**0**	**0**	**0**	**0**	**1,000,000**	**1,000,000**
Revenues										
404 - Operating Revenues				0	0	0	0	0	50,000	50,000
404 - Federal Grants				0	0	0	0	0	900,000	900,000
404 - State Grants				0	0	0	0	0	50,000	50,000
Total Revenues				**0**	**0**	**0**	**0**	**0**	**1,000,000**	**1,000,000**
Total Key West International Airport		**111,587,007**	**5,708,194**	**5,417,587**	**4,757,010**	**18,328,000**	**19,043,126**	**9,725,000**	**20,353,698**	**72,206,834**
Total-Aviation		**128,368,457**	**6,333,033**	**7,182,602**	**5,731,734**	**23,915,621**	**20,949,376**	**12,180,162**	**22,895,698**	**85,672,591**

MONROE COUNTY
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

Potable Water (Policy 701.1.1)

Project Title		Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Florida Keys Aquaduct Authority									
Distribution Replacement		**10,800,000**		2,300,000	2,100,000	2,100,000	2,100,000	2,200,000	10,800,000
Distribution Replacement-Existing Bond Projects		**2,000,000**		2,000,000	-	-	-	-	2,000,000
Transmission Main Improvements-C-905 Key Largo		**1,800,000**		800,000	1,000,000	-	-	-	1,800,000
Transmission Main Bridge Crossing Over C-111		**1,500,000**		700,000	800,000	-	-	-	1,500,000
Marathon 4 mg Storage Tank		**5,000,000**		250,000	4,750,000	-	-	-	5,000,000
Marathon Service Building		**1,500,000**		1,200,000	300,000	-	-	-	1,500,000
Florida City WW metering Station for Miami-Dade		**150,000**		150,000	-	-	-	-	150,000
Florida City 5 mg Storage Tank		**5,200,000**		-	2,600,000	2,600,000	-	-	5,200,000
Land Purchase-N & W of Florida City WTP		**3,000,000**		-	1,000,000	1,000,000	1,000,000	-	3,000,000
Distribution Pump Stations-Cudjoe & Islamorada		**3,200,000**		-	100,000	100,000	1,500,000	1,500,000	3,200,000
Stock Island Building Renovations		**250,000**		100,000	150,000	-	-	-	250,000
Navy Projects									
Replace Piping at Sigsbee		**550,000**		-	-	-	550,000	-	550,000
Replace Piping at Boca Chica		**350,000**		350,000	-	-	-	-	350,000
Replace Piping at Trumbo		**685,000**		-	-	585,000	100,000	-	685,000
Demo/Replace Storage Tank #69 Trumbo Point		**750,000**		200,000	-	550,000	-	-	750,000
Total - FKAA		**36,735,000**		**8,050,000**	**12,800,000**	**6,935,000**	**5,250,000**	**3,700,000**	**36,735,000**
Revenues - FKAA		**36,735,000**		**8,050,000**	**12,800,000**	**6,935,000**	**5,250,000**	**3,700,000**	**36,735,000**
Monroe County Projects									
Ocean Reef Reverse Osmosis Project		**2,600,000**	**882,833**	**1,717,167**	-	-	-	-	**1,717,167**
Revenues									
304- Infrastructure Sales Surtax				**1,717,167**	-	-	-	-	**1,717,167**
Total		**39,335,000**	**882,833**	**9,767,167**	**12,800,000**	**6,935,000**	**5,250,000**	**3,700,000**	**38,452,167**

MONROE COUNTY
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

Solid Waste (Policy 801.1.1)

Project Title		Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Renovation of Transf Stn Bldg-Cudjoe Transf Stn		**334,000**	-	**334,000**	-	-	-	-	**334,000**
Revenues									
414 - MSD Fund Charges for Service				**334,000**	-	-	-	-	**334,000**
Renovation of Transf Stn Bldg-Long Key Transf Stn		**333,000**	-	**333,000**	-	-	-	-	**333,000**
Revenues									
414 - MSD Fund Charges for Service				**333,000**	-	-	-	-	**333,000**
Renovation of Transf Stn Bldg-Key Largo Transf Stn		**333,000**	-	**333,000**	-	-	-	-	**333,000**
Revenues									
414 - MSD Fund Charges for Service				**333,000**	-	-	-	-	**333,000**
Total		**1,000,000**	-	**1,000,000**	-	-	-	-	**1,000,000**

MONROE COUNTY
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

Sanitary Sewer (Policy 901.1.1)

Project Title		Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Florida Keys Aquaduct Authority									
Key Haven Collection System Improvements		8,400,000	-	5,000,000	3,400,000	-	-	-	8,400,000
Duck Key WWTP Piping Improvements		300,000	-	100,000	200,000	-	-	-	300,000
WW Privitazation-Big Coppitt Connection/Expansion		9,200,000		2,500,000	6,700,000	-	-	-	9,200,000
Layton (E & W Long Key) WW Collection Sys Expansion		1,500,000	-	1,500,000	-	-	-	-	1,500,000
Total - FKAA		**19,400,000**	-	**9,100,000**	**10,300,000**	-	-	-	**19,400,000**
Revenues - FKAA		**19,400,000**	-	**9,100,000**	**10,300,000**	-	-	-	**19,400,000**
Monroe County Projects									
Wastewater Upgrade to County Owned Facilities		**943,487**	**152,987**	**790,500**	-	-	-	-	**790,500**
Revenues									
304 - Infrastructure Sales Surtax				**790,500**	-	-	-	-	**790,500**
Cudjoe Regional Wastewater System		**187,000,000**	**137,798,051**	**28,014,096**	**21,187,853**	-	-	-	**49,201,949**
Revenues									
312 - Cudjoe Regional WW Capital Fund Cap Assessments				-	-	-	-	-	-
125 - State Grants-Mayfield				-	-	-	-	-	-
125 - Federal Grants-EPA Onsite Systems				1,300,000	1,300,000	-	-	-	2,600,000
312 - CWSRF-Loan				26,714,096	19,887,853	-	-	-	46,601,949
304 - Infrastructure Sales Surtax				-	-	-	-	-	-
Total Revenues				**28,014,096**	**21,187,853**	-	-	-	**49,201,949**
Total		**207,343,487**	**137,951,038**	**37,904,596**	**31,487,853**	-	-	-	**69,392,449**

MONROE COUNTY
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

Drainage and Storm Water (Policy 1001.1.1)

Project Title		Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Florida Department of Transportation									
Countywide Drainage Push Button		2,359,674		1,153,126	10,000	574,938	10,000	611,610	2,359,674
Subtotal - FDOT				1,153,126	10,000	574,938	10,000	611,610	2,359,674
Revenues - FDOT				1,153,126	10,000	574,938	10,000	611,610	2,359,674
Monroe County									
Total		2,359,674	-	1,153,126	10,000	574,938	10,000	611,610	2,359,674

MONROE COUNTY
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

Parks and Recreation (Policy 1201.1.1)

Project Title		Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Higgs Beach Master Plan		**3,615,500**	**794,664**	**1,460,125**	**1,033,920**	**326,791**	**-**	**-**	**2,820,836**
Revenues									
304 - Infrastructure Sales Surtax				**1,460,125**	**1,033,920**	**326,791**	**-**	**-**	**2,820,836**
									-
Rowell's Scenic Overlook		**185,132**	**55,132**	**130,000**	**-**	**-**	**-**	**-**	**130,000**
Revenues									
121-TDC District 5				-	-	-	-	-	-
125 - State Grants				130,000	-	-	-	-	130,000
				130,000	**-**	**-**	**-**	**-**	**130,000**
Bernstein Park		**5,323,356**	**348,568**	**3,831,670**	**1,143,118**	**-**	**-**	**-**	**4,974,788**
Revenues									
304 - Infrastructure Sales Surtax				-	-	-	-	-	-
314 - Series 2014 Rev Bonds				3,831,670	1,143,118	-	-	-	4,974,788
Total Project Revenues				**3,831,670**	**1,143,118**	**-**	**-**	**-**	**4,974,788**
Old Seven Mile Bridge		**2,700,000**	**-**	**2,700,000**	**-**	**-**	**-**	**-**	**2,700,000**
Revenues									
304 - Infrastructure Sales Surtax				**2,700,000**	**-**	**-**	**-**	**-**	**2,700,000**
Big Pine Swimming Hole		**2,023,000**	**17,150**	**102,850**	**1,903,000**	**-**	**-**	**-**	**2,005,850**
Revenues									
304 - Infrastructure Sales Surtax (local match)				20,000	1,000,000	-	-	-	1,020,000
125 - State Grants				82,850	903,000	-	-	-	985,850
Total Project Revenues				**102,850**	**1,903,000**	**-**	**-**	**-**	**2,005,850**

		Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Barcelona (Gulf View) Boat Ramp		**115,000**	**39,108**	**75,892**	-	-	-	-	**75,892**
Revenues									
304 - Infrastructure Sales Surtax				75,892	-	-	-	-	75,892
State Road 4A Boat Ramp		**165,000**	**27,828**	**137,172**	-	-	-	-	**137,172**
Revenues									
304 - Infrastructure Sales Surtax				137,172	-	-	-	-	137,172
Harry Harris Park Boat Ramp		**68,000**	**19,964**	**48,036**	-	-	-	-	**48,036**
Revenues									
304 - Infrastructure Sales Surtax				48,036	-	-	-	-	48,036
Public/Private Partnership Mooring Field		**749,416**	**49,416**	**200,000**	**200,000**	**300,000**	-	-	**700,000**
Revenues									
157 - Boating Improvement				200,000	200,000	300,000	-	-	700,000
Key West Lighthouse Restoration		**658,878**	**36,002**	**622,876**	-	-	-	-	**622,876**
Revenues									
117 - TDC District 1				315,026	-	-	-	-	315,026
304 - Infrastructure Sales Surtax (local match)				307,850	-	-	-	-	307,850
Total Project Revenues				**622,876**	-	-	-	-	**622,876**
Pigeon Key Gang Quarters Roof Section Repl		**65,318**	-	**65,318**	-	-	-	-	**65,318**
Revenues									
119 - TDC District 3				65,318	-	-	-	-	65,318
Pigeon Key Ramp Repairs		**952,000**	**42,000**	**5,000**	**905,000**	-	-	-	**910,000**
Revenues									
125 - State Grants				5,000	905,000	-	-	-	910,000
Total		**16,620,600**	**1,429,832**	**9,378,939**	**5,185,038**	**626,791**	-	-	**15,190,768**

MONROE COUNTY
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

Land Development & Land Acquisition (Goal 105, Objectives 101.6 & 102.4)

Project Title		Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Monroe County Land Authority									-
Land Acquisition-Fl Keys ACSC				4,027,998	-	-	-	-	4,027,998
ROGO Reserves				3,406,373	-	-	-	-	3,406,373
Total				**7,434,371**	-	-	-	-	**7,434,371**
Revenues									
Tourist Impact Tax				1,330,000					1,330,000
State Park Surcharge				405,000					405,000
Monroe County Land Authority Fund Balance				5,699,371					5,699,371
Total Revenues				**7,434,371**	-	-	-	-	**7,434,371**
Monroe County									
Land Acquisition Match		**10,000,000**		**6,000,000**	**2,000,000**	**2,000,000**	-	-	**10,000,000**
Revenues									
304 - Infrastructure Sales Surtax				6,000,000	2,000,000	2,000,000	-	-	10,000,000
Total				**13,434,371**	**2,000,000**	**2,000,000**	-	-	**17,434,371**

MONROE COUNTY
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

General Government

Project Title		Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
General Government Function Projects									
Jefferson Browne Building Rehabilitation		**6,107,968**	**107,968**	-	-	**6,000,000**	-	-	**6,000,000**
Revenues									
314 - 2014 Series Revenue Bonds				-	-	**6,000,000**	-	-	**6,000,000**
Marathon Gov Center-Renovate Restrooms		**142,000**		**142,000**	-	-	-	-	**142,000**
Revenues									
304 - Infrastructure Sales Surtax				**142,000**	-	-	-	-	**142,000**
Gato Building (Painting, ADA Doors)		**135,500**		**135,500**	-	-	-	-	**135,500**
Revenues									
304 - Infrastructure Sales Surtax				**135,500**	-	-	-	-	**135,500**
Harvey Gov Center Painting/Repairs		**180,000**	**17,280**	**162,720**	-	-	-	-	**162,720**
Revenues									
304 - Infrastructure Sales Surtax				**162,720**	-	-	-	-	**162,720**
Public Works Compound-Magnolia Street		**1,455,000**	**75,548**	**1,379,452**	-	-	-	-	**1,379,452**
Revenues									
304 - Infrastructure Sales Surtax				**1,379,452**	-	-	-	-	**1,379,452**
Marathon Annex Spalling		**110,000**		**110,000**	-	-	-	-	**110,000**
Revenues									
304 - Infrastructure Sales Surtax				**110,000**	-	-	-	-	**110,000**
IT Service Room Cooling		**84,000**	**20,751**	**63,249**	-	-	-	-	**63,249**
Revenues									
304 - Infrastructure Sales Surtax				**63,249**	-	-	-	-	**63,249**

		Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Energy Retrofit		111,000	147	110,853	-	-	-	-	110,853
Revenues									
304 - Infrastructure Sales Surtax				110,853	-	-	-	-	110,853
MEN Gov Center Generator		214,085	149,308	64,777	-	-	-	-	64,777
Revenues									
125-State Grants				9,777	-	-	-	-	9,777
304 - Infrastructure Sales Surtax				55,000					
KL Park Duplex Spalling		79,000	3,750	75,250	-	-	-	-	75,250
Revenues									
304 - Infrastructure Sales Surtax				75,250	-	-	-	-	75,250
VOIP Telephone System		880,000		880,000	-	-	-	-	880,000
Revenues									
304 - Infrastructure Sales Surtax				880,000	-	-	-	-	880,000
Various Public Works Projects		1,525,424		1,525,424	-	-	-	-	1,525,424
Revenues									
304 - Infrastructure Sales Surtax				1,525,424	-	-	-	-	1,525,424
									-
Total-General Government Function		11,023,977	374,752	4,649,225	-	6,000,000	-	-	10,649,225

Public Safety Function Projects									
MCDC Sprinkler Piping Replacement		330,405	121,030	209,375	-	-	-	-	209,375
Revenues									
304 - Infrastructure Sales Surtax				209,375	-	-	-	-	209,375
Fire/EMS Vehicle Replacement		1,975,000	1,105,170	869,830	-	-	-	-	869,830
Revenues									
304 - Infrastructure Sales Surtax				869,830	-	-	-	-	869,830
Key Largo Fire Vehicle & Hydrants		850,000	229,450	620,550	-	-	-	-	620,550
Revenues									
304 - Infrastructure Sales Surtax				620,550	-	-	-	-	620,550

		Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Summerland Key Fire Station		4,525,000	21,900	3,578,100	925,000	-	-	-	4,503,100
Revenues									
314 - 2014 Series Revenue Bonds				3,578,100	925,000	-	-	-	4,503,100
Fire Training Academy-Crawl Key		2,200,000	350,739	1,849,261	-	-	-	-	1,849,261
Revenues									
314 - 2014 Series Revenue Bonds				1,849,261	-	-	-	-	1,849,261
MCDC Paint Building		208,000	147,900	60,100	-	-	-	-	60,100
Revenues									
304 - Infrastructure Sales Surtax				60,100	-	-	-	-	60,100
Medical Examinger Chillers		90,000		90,000	-	-	-	-	90,000
Revenues									
304 - Infrastructure Sales Surtax				90,000	-	-	-	-	90,000
MCSO Stock Island Elevator Upgrade		90,000	67,152	22,848	-	-	-	-	22,848
Revenues									
304 - Infrastructure Sales Surtax				22,848	-	-	-	-	22,848
MCDC Chillers		500,000	46,350	453,650	-	-	-	-	453,650
Revenues									
308 - 2007 Series Revenue Bonds				453,650	-	-	-	-	453,650
MCSO Roof Replacement		157,857		157,857	-	-	-	-	157,857
Revenues									
308 - 2007 Series Revenue Bonds				157,857	-	-	-	-	157,857
Ocean Reef Fire/Rescue Vehicles		1,000,000		1,000,000	-	-	-	-	1,000,000
Revenues									
304 - Infrastructure Sales Surtax				1,000,000	-	-	-	-	1,000,000
Fire Hydrants-Dist 1		150,000		150,000	-	-	-	-	150,000
Revenues									
304 - Infrastructure Sales Surtax				150,000	-	-	-	-	150,000
Total-Public Safety Function		12,076,262	2,089,691	9,061,571	925,000	-	-	-	9,986,571

		Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Physical Environment Function Projects									
Canal Master Plan		**7,300,000**	**4,778,006**	**2,521,994**	-	-	-	-	**2,521,994**
Revenues									
125-State Grants				-	-	-	-	-	-
304 - Infrastructure Sales Surtax				**2,521,994**	-	-	-	-	**2,521,994**
Dagny Johnson Restoration		**713,635**	**12,473**	**701,162**	-	-	-	-	**701,162**
Revenues									
160 - Environmental Resoration				**701,162**	-	-	-	-	**701,162**
Total-Physical Environment Function		**8,013,635**	**4,790,479**	**3,223,156**	-	-	-	-	**3,223,156**
Economic Environment Function Projects									
Gulf Seafood Land Acquisition		**7,000,000**		**7,000,000**	-	-	-	-	**7,000,000**
Revenues									
125-State Grants				**2,000,000**	-	-	-	-	**2,000,000**
304 - Infrastructure Sales Surtax				**5,000,000**					
Human Services Function Projects									
Key West Senior Center		**739,225**	**165,176**	**574,049**	-	-	-	-	**574,049**
Revenues									
304 - Infrastructure Sales Surtax				**574,049**	-	-	-	-	**574,049**
Culture & Recreation Function Projects									
Marathon Library Spalling Repair		**110,000**		**110,000**	-	-	-	-	**110,000**
Revenues									
304 - Infrastructure Sales Surtax				**110,000**	-	-	-	-	**110,000**
Marathon Library		**4,500,000**	**803**	**2,257,197**	**2,242,000**	-	-	-	**4,499,197**
Revenues									
314 - 2014 Series Revenue Bonds				**2,257,197**	**2,242,000**	-	-	-	**4,499,197**
Total Culture & Recreation Function		**4,610,000**	**803**	**2,367,197**	**2,242,000**	-	-	-	**4,609,197**

		Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Court Related Function Projects									
PK Courthouse & Jail		**24,600,000**	**109,940**	**2,090,060**	**7,250,000**	**8,950,000**	**6,200,000**	**-**	**24,490,060**
Revenues									
314 - 2014 Series Revenue Bonds				**2,090,060**	**7,250,000**	**8,950,000**	**6,200,000**	**-**	**24,490,060**
Total Court Related Function		**68,063,099**	**7,530,841**	**28,965,258**	**10,417,000**	**14,950,000**	**6,200,000**	**-**	**60,532,258**
									-
Total		**103,073,338**	**14,774,093**	**47,565,245**	**13,584,000**	**20,950,000**	**6,200,000**	**-**	**88,299,245**

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, Director of Growth Management Division

From: Mayté Santamaria, Senior Director of Planning and Environmental Resources
Kevin Madok, Sr. Director of Strategic Planning

Date: December 28, 2015

Subject: Request to amend Table 4.1 Five-Year Schedule of Capital Improvements of the Capital Improvements Element, Monroe County Year 2010 Comprehensive Plan

Meeting: January 20, 2016

A. PURPOSE

As stated in §163.3177(3), F.S.:

(a) The comprehensive plan shall contain a capital improvements element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and set forth:

1. A component that outlines principles for construction, extension, or increase in capacity of public facilities, as well as a component that outlines principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan. The components shall cover at least a 5-year period.
2. Estimated public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities.
3. Standards to ensure the availability of public facilities and the adequacy of those facilities to meet established acceptable levels of service.
4. A schedule of capital improvements which includes any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility. Projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding.
5. The schedule must include transportation improvements included in the applicable metropolitan planning organization's transportation improvement program adopted pursuant to s. 339.175(8) to the extent that such improvements are relied upon to ensure concurrency and financial feasibility. The schedule must be coordinated with the

applicable metropolitan planning organization's long-range transportation plan adopted pursuant to s. 339.175(7).

(b) The capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

B. PROPOSED AMENDMENT

Staff is requesting that the Monroe County Board of County Commissioners adopt an amendment to Table 4.1 Five-Year Schedule of Capital Improvements, within the Year 2010 Comprehensive Plan, to reflect the capital improvement projects adopted by the BOCC in the County's annual budget and ensure level-of-service standards are achieved and maintained. Exhibit A is a strikethrough version of the current Table 4.1 and Exhibit B is the proposed update for Fiscal Years 2016 -2020.

The definition of "Capital Improvement" pursuant to §163.3164(7), F.S., means "physical assets constructed or purchased to provide, improve, or replace a public facility and which are typically large scale and high in cost. The cost of a capital improvement is generally nonrecurring and may require multiyear financing. For the purposes of this part, physical assets that have been identified as existing or projected needs in the individual comprehensive plan elements shall be considered capital improvements."

Section 163.3177(3)(a)4., F.S., requires that projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the five-year period be identified as either funded of unfunded and given a level of priority for funding and that the capital improvements element must be reviewed by the local government on an annual basis.

C. DATA AND ANALYSIS

Table 4.1, Five-Year Schedule of Capital Improvements for Fiscal Years 2016 – 2020 (Exhibit B) lists the public facilities which Monroe County will provide in order to reduce existing deficiencies, provide for necessary replacements, and meet the future demand identified by the Comprehensive Plan. Exhibit C includes data and the portions of the County's FY 16-20 adopted budget which identify and support capital improvement projects.

Objective 101.1 of the Comprehensive Plan establishes that, at the time a development permit is issued, adequate public facilities must be available to serve the development at the adopted level of service standard concurrent with the impacts of such development. The proposed Five-Year Schedule of Capital Improvements for FY 15-19 includes capital improvement projects related to the public facilities types which have adopted level of service (LOS) standards within the Comprehensive Plan:

1. Transportation (Policy 301.1.1)
2. Potable Water (Policy 701.1.)
3. Solid Waste (Policy 801.1.1)
4. Sanitary Sewer (Policy 901.1)

5. Drainage and Storm Water (Policy 1001.1.1)
6. Parks and Recreation (Policy 1201.1.1)

Additionally, the proposed Five-Year Schedule of Capital Improvements for FY 15-19 includes Land Development & Land Acquisition projects which further Comprehensive Plan Goal 105 and Objectives 101.6 and 102.4; and General Government capital improvement projects that are not associated with adopted Comprehensive Plan LOS standards.

1. TRANSPORTATION FACILITIES

The Level of Service (LOS) for roads is regulated by the Element 3.3 Traffic Circulation in the Comprehensive Plan.

GOAL 301
To provide a safe, convenient, efficient, and environmentally-compatible motorized and non-motorized transportation system for the movement of people and goods in Monroe County.

Objective 301.1
Establish level of service (LOS) standards for all roads in Monroe County for the purpose of determining existing and future roadway needs.

Policy 301.1.1
For all County roads, Monroe County hereby adopts a minimum peak hour level of service (LOS) standard of D, based on the Florida Department of Transportation (FDOT) methodology for determination of LOS, as measured by peak hour traffic volume. The County shall maintain the level of service on County roads within five percent (5%) of LOS D.

Policy 301.1.2
For US-1, Monroe County hereby adopts a level of service (LOS) standard of C based on the methodology developed by the US-1 LOS Task Force and adopted by the Board of County Commissioners in August 1991, for analyzing the LOS on US-1 in Monroe County. This methodology replaces a peak hour volume standard for US-1. The level of service on US-1 shall be maintained within five percent (5%) of LOS C.

Objective 301.2
Ensure that all roads have sufficient capacity to serve development at the adopted LOS standards concurrent with the impact of said development.

Policy 301.2.2
Monroe County shall not permit new development which, in combination with all other development, would significantly degrade the LOS below the adopted LOS standards. A five percent projected decrease in travel speeds is a significant degradation in the level of service on US-1. Traffic volume which exceeds the LOS D standard by more than five percent is a significant degradation in the level of service on any other road.

LEVEL OF SERVICE ANALYSIS

The FDOT District 6 transportation improvement projects are included in the 5-Year CIE Schedule.

U.S. 1 is the only principal arterial serving the Keys. Monroe County has the Florida Department of Transportation (FDOT) conduct a biennial study to monitor the level of service on U.S. 1. The 2015 Arterial Travel and Time Delay Study indicates that the overall level of service (LOS) of U.S. 1 at "C." Based on this data, the adopted LOS for U.S. 1 continues to be maintained.

2. POTABLE WATER FACILITIES

The Level of Service (LOS) for potable water is regulated by the Element 3.7 Potable Water in the Comprehensive Plan.

Objective 701.1: Monroe County shall ensure that at the time a development permit is issued, adequate potable water supply, treatment, and distribution facilities are available to support the development at the adopted level of service standard concurrent with the impacts of such development.

Policy 701.1.1: Monroe County hereby adopts the following level of service standard concurrent to achieve Objective 701.1 and shall use these standards as the basis for determining facility capacity and the demand generated by a development.

Level of Service Standard:

1. Quantity:

Residential LOS	66.50 gal./capita/day
Non-Residential LOS	0.35 gal./sq. ft./day
Overall LOS	132.00 gal./capita/day (Ord. 021-2009)
Equivalent Residential Unit	149.00 gallons per day

(2.24 average persons per household x 66.5 gallons/capita/day)

2. Minimum Pressure:
   20 PSI at customer service

3. Minimum Potable Water Quality:
   Shall be as defined by the U.S. Environmental Protection Agency. (Part 143-National Secondary Drinking Standards, 40 CFR 143, 44FR 42198)

Note: FKAA has recommended an overall LOS for Monroe County of 100 gallons/capita/day, and this adjustment has been included in the Monroe County 2030 Comprehensive Plan update which was approved by the BOCC for transmittal to the State on January 14, 2015.

LEVEL OF SERVICE ANALYSIS

The Florida Keys Aqueduct Authority (FKAA) is the sole provider of potable water in the Florida Keys. FKAA's primary water supply is the Biscayne Aquifer, a shallow groundwater source. The groundwater from the wellfield is treated at the FKAA's Water Treatment Facility in Florida City, which currently has a maximum water treatment design capacity of 29.8 million gallons per day (MGD). The primary water treatment process is a conventional lime softening/filtration water treatment plant and is capable of treating up to 23.8 MGD from the Biscayne Aquifer. The secondary water treatment process is the Reverse Osmosis water treatment plant and is capable of producing 6 MGD from the brackish Floridan Aquifer. The two saltwater Reserve Osmosis (RO) plants, located on Stock Island and Marathon, are available to produce potable water under emergency conditions. The RO desalination plants have design capacities of 2.0 and 1.0 MGD of water, respectively.

The FKAA maintains storage tank facilities which provide an overall storage capacity of 45.2 million gallons system wide. The sizes of tanks vary from 0.2 to 5.0 million gallons. These tanks are utilized during periods of peak water demand and serve as an emergency water supply. Since the existing transmission line serves the entire Florida Keys (including Key West), and storage capacity is an integral part of the system, the capacity of the entire system must be considered together.

In March 2008, South Florida Water Management District (SFWMD) approved the FKAA's modification of WUP 13-00005-5-W for a 20-year allocation from the Biscayne and Floridan Aquifers. This modified WUP provides an annual allocation of 8,751 Million Gallons (MG) or 23.98 MGD and a maximum monthly allocation of 809 MG with a limited annual withdrawal from the Biscayne Aquifer of 6,492 MG or 17.79 MGD and an average dry season (December 1st-April 30th) of 17.0 MGD.

The County's 2014-water demand was 17.47 MGD, with a projected 2015 water demand of 17.76 MGD. This provides a 6.22 MGD surplus water allocation based upon the projected 2015 demand.

The following tables provides an overview of the actual water demands in the FKAA service area including Water Use Permit (WUP) allocation limits, and remaining water allocations (2,339 MG).

Annual Water Withdrawals 2001-2014				
Year	**Annual Withdrawal (MG)**	**% Change**	**WUP Limit (MG)**	**WUP +/- Annual Allocation (MG)**
2001	5,627	-9.70%	5,778	151

2002	6,191	10.03%	7,274	1,083
2003	6,288	1.57%	7,274	986
2004	6,383	2.74%	7,274	813
2005	6,477	0.16%	7,274	803
2006	6,283	-2.49%	7,274	964
2007	5,850	-7.35%	7,274	1,428
2008	5,960	1.89%	8,751	2,791
2009	5,966	0.09%	8,751	2,785
2010	5,919	-0.79%	8,751	2,832
2011	6,327	6.89%	8,751	2,424
2012	6,042	-4.50%	8,751	2,709
2013	6,105	1.04%	8,751	2,646
2014	6,377	4.46%	8,751	2,374
Source: Florida Keys Aqueduct Authority, 2014				

1

Projected Water Demand in 2015 (in MG)			
	FKAA Permit Thresholds	**2014 Water Demand**	**2015 Water Demand Projected**
Annual Allocation			
Average Daily Demand	23.98	17.47	17.76
Maximum Monthly Demand	809.01	546.94	596.29
Annual Demand	8,751	6,377	6,481
Biscayne Aquifer Annual Allocation/Limitations			
Average Daily Demand	17.79	16.83	17.11
Average Dry Season Demand *(*Dec through April*)	17.00	16.67	16.85
Annual Demand	6,492	6,143	6,245
Floridan RO Production			
Average Daily Demand	6.00	0.64	0.65
Emergency RO WTP Facilities			
Kermit L. Lewin Design Capacity	2.00 (MGD)	0.00 (MGY)	0.00
Marathon RO Design Capacity	1.00 (MGD)	0.00 (MGY)	0.00

All figures are in millions of gallons
**Dry Season is defined as December thru April*
Source: Florida Keys Aqueduct Authority, 2015

2
3
4

FLORIDA KEYS AQUEDUCT AUTHORITY				
Potable Water Demand Summary - New Water Demand, Actual Water Demand, and Expected Water Demand				
	Year - 2014		Year - 2014	Year 2015
Municipality	New Water Service - Gallons/Year	Metered Water - Gallons/Year	Actual Water Demand - Gallons/Year*	Expected Water Demand - Gallons/Year
Unincorporated Monroe County	15,679,200	1,903,099,800	2,479,931,978	2,495,611,178
City of Key West	3,631,200	1,766,546,300	2,301,988,924	2,305,620,124
City of Marathon	8,314,800	495,760,700	646,026,453	654,341,253
City of Key Colony	0	95,524,800	124,478,499	124,478,499
City of Layton	0	10,950,400	14,269,481	14,269,481
City of Islamorada	7,273,200	622,144,200	810,716,966	817,990,166
Entire Florida Keys	**34,898,400**	**4,894,026,200**	**6,377,412,301**	**6,412,310,701**
SFWMD WUP Annual Allocation			**8,751,000,000**	**8,751,000,000**
*metered + unmetered water demand (ie. flushing, leaks, etc.)				

The following table provides the amount of water used on a per capita basis. Based on Functional Population and average daily demand, the average water consumption for 2014 was approximately 111 gallons per capita (person) – within the adopted LOS of 132.00 gal./capita/day.

Figure 3.6 - Per Capita Water Use

Year	Functional Population[1]	Daily Demand (gallons)[2]	Average Per Capita Water Consumption (gallons)[2]
2000	153,080	17,016,393	111
2001	153,552	15,415,616	100
2002	154,023	16,962,082	110
2003	154,495	17,228,192	112
2004	154,924	17,652,596	114
2005	156,150	17,730,000	114
2006	155,738	17,287,671	111
2007	155,440	16,017,315	103
2008	154,728	16,285,383	105
2009	155,441	16,345,205	105
2010	155,288	16,210,959	104
2011	156,054	17,334,247	111
2012	156,391	16,508,197	106
2013	156,727	16,836,164	107
2014	157,063	17,472,362	111

Source: 1. Monroe County Population Projections - Monroe County Planning Department, 2011
2. Florida Keys Aqueduct Authority, 2014

With the construction of the new water supply wells and RO water treatment, the new reclaimed systems, and the ability to operate the 3.0 MGD RO desalination plants during emergency situations, there is an adequate supply of water to meet current and future demands, based on current conditions and projections. FKAA will continue to monitor and track conditions and events that could negatively impact the existing water supply. Any such impacts will be evaluated to determine future changes necessary to continue servicing Monroe County with adequate supply. Based on this data, the County is maintaining it adopted LOS.

FKAA replacement and improvement projects are included in the 5-Year CIE Schedule.

3. SOLID WASTE FACILITIES

The Comprehensive Plan and the LDC require that sufficient capacity shall be available at a solid waste disposal site to accommodate all existing and approved development for a period of at least three years from the projected date of completion of a proposed development or use.

Objective 801.1: Monroe County shall ensure that solid waste collection service and disposal capacity is available to serve development at the adopted level of service standard concurrent, concurrent with the impacts of such development.

Policy 801.1.1: Monroe County hereby adopts the following level of service standard concurrent to achieve Objective 801.1, and shall use these standards as the basis for determining facility capacity and the demand generated by a development.

Level of Service Standard:

Disposal Quantity:

5.44 pounds per capita per day or 12.2 pounds per day per ERU (Equivalent Residential Unit)

Haul Out Capacity:

95,000 tons per year or 42,668 ERUs.

Duration of Capacity:

Sufficient capacity shall be available at a solid waste disposal site to accommodate all existing and approved development for a period of three (3) years from the projected date of completion of the proposed development or use.

LEVEL OF SERVICE ANALYSIS

Monroe County has a contract with Waste Management (WMI) with a contract term of October 1, 2014 through September 20, 2024. The contract authorizes the use of in-state facilities through September 30, 2024; thereby, providing the County with approximately ten years of guaranteed capacity for the haul out and disposal of 95,000 tons/year of solid waste not including yard waste. Currently, there is adequate capacity for solid waste generation.

4. SANITARY SEWER FACILITIES

The Comprehensive Plan does not establish a capacity LOS standard for sanitary sewers but does includes treatment standards. The Monroe County Comprehensive Plan establishes the following LOS treatment standards:

> Objective 901.1: Monroe County shall ensure that, at the time a development permit is issued, adequate sanitary wastewater treatment and disposal facilities, including wastewater treatment facilities and onsite sewage treatment and disposal, are available to support the development at the adopted level of service standards, concurrent with the impacts of such development.
>
> > Policy 901.1.1: Monroe County shall ensure that, at the time a development permit is issued, adequate sanitary wastewater treatment and disposal facilities are available to support the development at the adopted level of service standards, concurrent with the impacts of such development.
> >
> > > (A) The permanent level of service standards for wastewater treatment in Monroe County are as provided in House Bill 1993 adopted by the 1999 Legislature.

The Monroe County Sanitary Wastewater Master Plan, mandated by the Comprehensive Plan, establishes a LOS capacity of 145 gpd/EDU. Currently, the following wastewater facilities are listed as scheduled projects on the 5-Year Schedule of Capital Improvements table: FKAA: Key Haven, Duck Key, Big Coppitt and Layton; and Monroe County: Cudjoe Regional.

Multiple wastewater projects are included to complete wastewater tasks pursuant to Sections 380.00522, 403.086, 381.0065, Florida Statutes and Rule 28-20.140, Florida Administrative Code.

5. DRAINAGE FACILITIES

The Monroe County Comprehensive Plan establishes the LOS standards for drainage.

> Policy 1001.1.1
> Water Quality Level of Service Standards - Minimum Water Quality:
>
> 1. All projects shall be designed so that the discharges will meet Florida State Water Quality Standards as set forth in Chapters 17-25 and 17-302, F.A.C, incorporated herein by reference. In addition, all projects shall include an additional 50% of the water quality treatment specified below, which shall be calculated by multiplying the volumes obtained in Section (a) by a factor of 1.5 , Retention/Detention Criteria (SFWMD Water Quality Criteria 3.2.2.2):

a) Retention and/or detention in the overall system, including swales, lakes, canals, greenways, etc., shall be provided for one of the three following criteria or equivalent combinations thereof:

(1) Wet detention volume shall be provided for the first inch of runoff from the developed project, or the total runoff of 2.5 inches times the percentage of imperviousness, whichever is greater.

(2) Dry detention volume shall be provided equal to 75 percent of the above amount computed for wet detention.

(3) Retention volume shall be provided equal to 50 percent of the above amounts computed for wet detention.

b) Infill residential development within improved residential areas or subdivisions existing prior to the adoption of this comprehensive plan must ensure that its post-development stormwater run-off will not contribute pollutants which will cause the runoff from the entire improved area or subdivision to degrade receiving water bodies and their water quality as stated above.

c) New Development and Redevelopment projects which are exempt from the South Florida Water Management District permitting process shall also meet the requirements of Chapter 40-4 and 40E-40, F.A.C.

LEVEL OF SERVICE ANALYSIS

The implementation of site specific drainage facilities are determined at the time of building permit review and approval.

6. PARKS AND RECREATION FACILITIES

Level of Service standards for parks and recreational facilities are listed in Policy 1201.1.1 of the Monroe County Year 2010 Comprehensive Plan.

Policy 1201.1.1: Monroe County hereby adopts the following level of service standard to achieve Objective 1201.1, and shall use these standards as the basis for determining recreation land and facility capacity:

Level of Service Standard for Neighborhood and Community Parks:

1. 0.82 acres per 1,000 functional population of passive, resource-based neighborhood and community parks; and

2. 0.82 acres per 1,000 functional population of activity-based neighborhood and community parks within each of the Upper Keys, Middle Keys, and Lower Keys subareas.

LEVEL OF SERVICE ANALYSIS

Resource-based recreation areas are established around existing natural or cultural resources of significance, such as beach areas or historic sites. Activity-based recreation areas can be established anywhere there is sufficient space for ball fields, tennis or basketball courts, or other athletic events.

Comprehensive Plan Policy 1201.1.1, Parks and Recreation	Monroe County Functional Population 2010	Existing Acreage	Demand in Acreage	Surplus or (Deficit) in Acreage
0.82 acres per 1,000 functional population of passive, resourced-based neighborhood and community parks	138,803	250	113.8	136.2
0.82 acres per 1,000 functional population of passive, activity-based neighborhood and community parks	138,803	432	113.8	318.2
Monroe County Technical Document, Chapter 13, Recreation and Open Space, May 11, 2011, Section 13.5.1.1.2.				

The LOS for parks and open space exceeds the LOS standard stated in the Comprehensive Plan. There are several improvement/maintenance projects for existing park facilities listed in the CIE 5-Year Schedule.

D. RECOMMENDATION

Staff recommends **APPROVAL** to the Board of County Commissioners of the proposed update to table 4.1 of the Monroe County Year 2010 Comprehensive Plan.

E. EXHIBITS

Exhibit A. Table 4.1: 5-Year Schedule of Capital Improvements for FY 2015-2019 (Strikethrough)
Exhibit B. Proposed Table 4.1: 5-Year Schedule of Capital Improvements for FY 2016-2020
Exhibit C. Monroe County data & analysis FY 16-20 Budget Funds and Revenue Sources

Exhibit A.

Table 4.1: 5-Year Schedule of Capital Improvements for FY 2015-2019 (Strikethrough)

Table 4.1

MONROE COUNTY, FLORIDA
Schedule of Capital Improvements
Fiscal Year 2015 - 2019

Transportation (Policy 301.1.1)

Road & Bridge Projects	Project	Project Budget	Appropriated As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Unfunded	Total
Florida Department of Transportation										
CR 941 Boca Chica Fm .6 Mi East of SR 5 Bridge #904120 Repair	Bridge-Repair/Rehab.			792,886	-	-	-	-	-	792,886
Garrison Bight Bridge Repair	Bridge-Repair/Rehab.			-	260,000	-	-	-	-	260,000
Monroe County SCOP Contingency	Resurfacing			-	-	416,558	-	-	-	416,558
Monroe County DDR Arterial Reserve	Funding Action			-	-	-	227,843	267,240	-	495,083
Monroe County DDR Resurfacing Target Reserve (URBN)	Resurfacing			-	-	-	-	2,236,658	-	2,236,658
Monroe County Long Range Transportation Plan	Planning Model			300,000	300,000	300,000	300,000	300,000	-	1,500,000
Monroe County Pilot Project-Seagrass Mitigation	Environmental Mit			150,000	-	-	-	-	-	150,000
Monroe County Public Information - Dist 6 Construction Office	Prelim Engineering			200,000	200,000	200,000	200,000	200,000	-	1,000,000
Monroe County Traffic Signal Maint/Operations	Traffic Signals			60,739	161,972	68,523	70,642	72,780	-	434,656
Monroe County DDR Resurface Contingency	Resurfacing			1,216	-	-	-	-	-	1,216
Monroe Countywide DDR	Misc Construction			243,156	-	830,583	-	500,000	-	1,573,739
Monroe Countywide Drainage	Drainage Improve			28,022	567,649	10,000	265,434	-	-	871,105
Monroe Countywide Lighting	Maintenance			39,131	40,305	41,514	42,759	44,042	-	207,751
Monroe Countywide Traffic Operations	Traffic Ops Improve			357,840	-	347,490	-	260,419	-	965,749
Pigeon Key Ferry Service	Water Taxi			500,000	250,000	250,000	250,000	250,000	-	1,500,000
Pigeon Key Ramp	Bridge-Repair/Rehab.			105,000	-	-	-	-	-	105,000
Reserve for MC Growth Mgmt Sm Co. Outreach for Future Proj	Resurfacing			-	1,621	210,541	1,685,406	1,744,324	-	3,641,892
Old 7 Mile Bridge	Bridge-Repair/Rehab.			158,638	-	-	-	-	-	158,638
Channel 2 Bridge	Bridge-Repair/Rehab.			157,000	-	-	-	-	-	157,000
SR 5 MM 99.5 to MM 101.5	Lighting			15,297	317,343	-	-	-	-	332,640
SR 5 MM 24.5 to MM 25	Drainage Improvements			145,507	-	-	-	-	-	145,507
SR 5 MM 68.25 to MM 73.892	Resurfacing			208,413	-	-	-	-	-	208,413
SR 5 MM 90.8 to MM 97	Landscaping			235,003	-	-	-	-	-	235,003
SR 5 MM 93 to MM 97	Resurfacing			371,761	-	-	-	-	-	371,761
SR 5 MM 97 to MM 99.6	Landscaping			177,817	-	-	-	-	-	177,817
SR 5 MM 99.6 to MM 103.2	Resurfacing			26,301	-	-	-	-	-	26,301
SR 5 MM 92 to MM 93	Resurfacing			39,808	-	-	-	-	-	39,808
SR 5 MM 99.6 to MM 106.3	Landscaping			208,164	-	-	-	-	-	208,164
SR 5 S. of Long Beach Blvd to N. of Long Beach Blvd	Resurfacing			48,600	-	-	-	-	-	48,600
SR 5 MM 4.5 to MM 9.8	Resurfacing			1,375,563	220,000	-	-	-	-	1,595,563
SR 5 MM 28.75 to MM 32.98	Landscaping			254,084	-	359,527	-	-	-	613,611
SR 5 MM 91 to MM 92	Resurfacing			19,828	-	-	-	-	-	19,828
SR 5 Over Little Duck Key Channel Bridge Repair	Bridge-Repair/Rehab.			24,204	-	-	-	-	-	24,204
SR 5 7 Mile Bridge Over Moser Channel Bridge Repair	Bridge-Repair/Rehab.			1,405,431	-	8,721,871	-	-	-	10,127,302
SR5 Hrt Tri-Vistas at Various Locations	Bike Path / Trail			5,000	1,105,000	-	-	-	-	1,110,000

	Project	Budget	As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Unfunded	Total
SR 5 Hrt Trl At Spanish Harbor Historic Bridge MM 33	Bike Path / Trail			29,569	-	-	-	-	-	29,569
SR 5 Hrt Trl Kemp Channel Bridge	Bike Path / Trail			54,943	-	-	-	-	-	54,943
SR 5 From S. Roosevelt Blvd to S. of Mac Donald	Sidewalk			197,156	32,000	-	-	-	-	229,156
SR 5 Over Niles Channel Niles Channel Bridge Repair	Bridge-Repair/Rehab.			14,111	1,605,428	-	-	-	-	1,619,539
SR 5 Over Boca Chica Channel Bridge #900003 & 900074 Repair	Bridge-Repair/Rehab.			396,203	28,000	-	-	-	-	424,203
SR 5 Lond Key V-Piers Repl. & Deviation Block Repairs	Bridge-Repair/Rehab.			336,628	-	-	-	-	-	336,628
Subtotal - FDOT				**8,683,019**	**5,089,318**	**11,756,607**	**3,042,084**	**5,875,463**	**-**	**34,446,491**
Revenues - FDOT				**8,683,019**	**5,089,318**	**11,756,607**	**3,042,084**	**5,875,463**	**-**	**34,446,491**

Monroe County										
Road Paving Program		$ 17,960,611	$ -	$4,041,938	$3,918,673	$3,500,000	$4,500,000	2,000,000	-	17,960,611
Revenues										
304 - Infrastructure Sales Surtax				$1,541,938	$3,418,673	$3,500,000	$4,500,000	2,000,000	-	14,960,611
102 - Fuel Tax				$2,500,000	$500,000	$0	$0	-	-	3,000,000
Total Revenues				$4,041,938	$3,918,673	$3,500,000	$4,500,000	$2,000,000	-	17,960,611
Lake Surprise Estates Paving		$ 2,276,429	$ 125,214	1,821,215	330,000	-	-	-	-	2,151,215
Revenues										
304 - Infrastructure Sales Surtax				1,821,215	330,000	-	-	-	-	2,151,215
Sexton Cove Paving		$ 1,762,960	$ 130,153	881,480	751,327	-	-	-	-	1,632,807
Revenues										
304 - Infrastructure Sales Surtax				881,480	751,327	-	-	-	-	1,632,807
Truman Bridge-Replacement		$ 1,820,480	$ 20,480	-	-	-	-	945,000	855,000	1,800,000
Revenues										
130 - Roadways Impact Fees				-	-	-	-	945,000		945,000
US 1 Bayside Bike/Shared Use Path		$ 2,654,518	$ 273,020	2,381,498	-	-	-	-	-	2,381,498
Revenues										
125 - State Grants				1,053,021	-	-	-	-		1,053,021
130 - Roadways Impact Fees				1,328,477	-	-		-		1,328,477
Total Revenues				2,381,498	-	-	-	-		2,381,498
CR 905 Bike Lanes		$ 3,865,810	$ 3,148,328	717,482	-	-	-	-		717,482
Revenues										
130 - Roadways Impact Fees				41,810	-	-	-	-		41,810
304 - Infrastructure Sales Surtax				675,672	-	-	-	-		675,672
Total Revenues				$717,482	$0	$0	$0	$0	-	717,482
No Name Key Bridge		$ 3,613,693	$ 1,016,976	2,596,717	-	-	-	-		2,596,717
Revenues										

	Project	Budget	As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Unfunded	Total
125 - State Grants				2,019,008	-	-	-	-		2,019,008
102 - Fuel Tax				577,709	-	-	-	-		577,709
Total Revenues				$2,596,717	-	-	-	-		2,596,717
Card Sound Bridge Repair-Engineering		$ 5,692,670	$ 403,396	-	3,322,505	-	-	-	1,966,769	5,289,274
Revenues										
125-Federal Grants				-	3,322,505	-	-	-		3,322,505
Higgs Beach/Big Pine Park Secnic Overlooks		$ 1,230,000	$ -	150,000	1,080,000	-	-	-		1,230,000
Revenues										
125-State Grants				150,000	1,080,000	-	-	-		1,230,000
Adams Cut Pedestrian Bridge		$ 567,416	$ 86,481	480,935	-	-	-	-		480,935
Revenues										
125-Federal Grants				477,000	-	-	-	-		477,000
130 - Roadways Impact Fees				3,935	-	-	-	-		3,935
Total Revenues				480,935	-	-	-	-		480,935
Garrison Bight Bridge Repair		$ 1,920,000	$ -	130,000	130,000	-	-	-	1,660,000	1,920,000
Revenues										
125-State Grants				130,000	130,000	-	-	-		260,000
Subtotal - Monroe County		43,364,587	5,204,048	13,201,265	9,532,505	3,500,000	4,500,000	2,945,000	4,481,769	38,160,539
Total Road & Bridge Projects				21,884,284	14,621,823	15,256,607	7,542,084	8,820,463	4,481,769	68,125,261

Mass Transit

	Project			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019		Total
FDOT										
No Projects										
Monroe County										
No Projects										

Ports

	Project			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019		Total
FDOT										
No Projects										
Monroe County										
No Projects										

	Project	Budget	As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Unfunded	Total
Aviation		**Project**	**Appropriated**							
	Project	**Budget**	**As of 9/30/14**	**FY 2015**	**FY 2016**	**FY 2017**	**FY 2018**	**FY 2019**		**Total**
Marathon Airport										
DOT AQ606 Sewer Laterals	Aviation Preservation	1,000,000	$ 221,035	87,192	692,773	-	-	-		779,965
Revenues										
403 - Operating Revenues				41,416	692,773	-	-	-		734,189
403 - Federal Grants				43,596	-	-	-	-		43,596
403 - State Grants				2,180	-	-	-	-		2,180
Total Revenues				87,192	692,773	-	-	-		779,965
FDOT AQE35 Planning Study	Aviation Preservation	250,000	116,876	121,855	11,269	-	-	-		133,124
Revenues										
403 - Operating Revenues				60,928	5,634	-	-	-		66,562
403 - State Grants				60,927	5,635	-	-	-		66,562
Total Revenues				121,855	11,269	-	-	-		133,124
FDOT AQH10 CBP Prescreening CTR (Customs)	Aviation Rev/Ops	1,560,000	64,005	435,995	574,930	-	-	-		1,010,925
DOT AQE35 Terminal Expansion (Customs)	Aviation Rev/Ops			325,000	-	-	-	-		325,000
Improve Terminal Building 044-31 (Customs)	Aviation Rev/Ops			160,070	-	-	-	-		160,070
Total Project Expenditures		1,560,000	64,005	921,065	574,930	-	-	-		1,495,995
Revenues										
403 - Operating Revenues				360,233	287,465	-	-	-		647,698
403 - Federal Grants				200,600	-	-	-	-		200,600
403 - State Grants				360,232	287,465	-	-	-		647,697
Total Revenues				921,065	574,930	-	-	-		1,495,995
FDOT AR04S Airport Security	Aviation Safety	100,000	50,956	49,044	-	-	-	-		49,044
Revenues										
403 - Operating Revenues				9,809	-	-	-	-		9,809
403 - State Grants				39,235	-	-	-	-		39,235
Total Revenues				49,044	-	-	-	-		49,044
Obstruction Removal RPZ/RW25	Aviation Safety	331,913	131,913	-	200,000	-	-	-		200,000
Revenues										
403 - Operating Revenues				-	4,000	-	-	-		4,000
403 - Federal Grants				-	180,000	-	-	-		180,000
403 - State Grants				-	16,000	-	-	-		16,000
Total Revenues				-	200,000	-	-	-		200,000
Construction of 11 Replacement Hangars	Aviation Rev/Ops	2,200,000	-	2,200,000		-	-	-		2,200,000
Revenues										
403 - Operating Revenues				440,000	-	-	-	-		440,000
403 - State Grants				1,760,000	-	-	-	-		1,760,000
Total Revenues				2,200,000	-	-	-	-		2,200,000

	Project	Budget	As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Unfunded	Total
Runway Threshold Light Relocation	Aviation Safety	75,000	-	75,000	-	-	-	-		75,000
Revenues										
403 - Operating Revenues				1,500	-	-	-	-		1,500
403 - Federal Grants				67,500	-	-	-	-		67,500
403 - State Grants				6,000	-	-	-	-		6,000
Total Revenues				75,000	-	-	-	-		75,000
Master Plan Phase 1	Aviation Preservation	250,000	-	250,000	-	-	-	-		250,000
Revenues						-				
403 - Operating Revenues				5,000	-	-	-	-		5,000
403 - Federal Grants				225,000	-	-	-	-		225,000
403 - State Grants				20,000	-	-	-	-		20,000
Total Revenues				250,000	-	-	-	-		250,000
Land Acquisition-94th St	Aviation Safety	3,000,000	-	-	3,000,000	-	-	-		3,000,000
Revenues										
403 - Operating Revenues				-	600,000	-	-	-		600,000
403 - State Grants				-	2,400,000	-	-	-		2,400,000
Total Revenues				-	3,000,000	-	-	-		3,000,000
Master Plan Phase 2	Aviation Preservation	550,000	-	-	550,000	-	-	-		550,000
Revenues										
403 - Operating Revenues				-	11,000	-	-	-		11,000
403 - Federal Grants					495,000	-	-	-		495,000
403 - State Grants				-	44,000	-	-	-		44,000
Total Revenues				-	550,000	-	-	-		550,000
PAPI's Design, Permit, Construct	Aviation Rev/Ops	60,000	-	-	-	60,000	-	-		60,000
Revenues										
403 - Operating Revenues				-	-	12,000	-	-		12,000
403 - State Grants				-	-	60,000	-	-		60,000
Total Revenues				-	-	72,000	-	-		72,000
Air Cargo Relocation	Aviation Rev/Ops	2,000,000	-	-	-	2,000,000	-	-		2,000,000
Revenues										
403 - Operating Revenues				-	-	400,000	-	-		400,000
403 - State Grants				-	-	1,600,000	-	-		1,600,000
Total Revenues				-	-	2,000,000	-	-		2,000,000
Runway 7-25 Rehab & Lighting Design	Aviation Preservation	350,000	-	-	-	350,000	-	-		350,000
Revenues										
403 - Operating Revenues				-	-	7,000	-	-		7,000
403 - Federal Grants				-	-	315,000	-	-		315,000
403 - State Grants				-	-	28,000	-	-		28,000
Total Revenues				-	-	350,000	-	-		350,000

	Project	Budget	As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Unfunded	Total
Mosquito Control-New Ramp	Aviation Preservation	500,000	-	-	-	-	500,000	-		500,000
Revenues										
403 - Operating Revenues				-	-	-	100,000	-		100,000
403 - State Grants				-	-	-	400,000	-		400,000
Total Revenues				-	-	-	500,000	-		500,000
Hangars Design & Construct	Aviation Preservation	2,500,000	-	-	-	-	2,500,000	-		2,500,000
Revenues										
403 - Operating Revenues				-	-	-	500,000	-		500,000
403 - State Grants				-	-	-	2,000,000	-		2,000,000
Total Revenues				-	-	-	2,500,000	-		2,500,000
Runway 7-25 Rehab & Lighting Construct	Aviation Preservation	4,500,000	-	-	-	-	4,500,000	-		4,500,000
Revenues										
403 - Operating Revenues				-	-	-	90,000	-		90,000
403 - Federal Grants				-	-	-	4,050,000	-		4,050,000
403 - State Grants				-	-	-	360,000	-		360,000
Total Revenues				-	-	-	4,500,000	-		4,500,000
Rental Car Wash Facility	Aviation Rev/Ops	750,000	-	-	-	-	-	750,000		750,000
Revenues										
403 - Operating Revenues				-	-	-	-	150,000		150,000
403 - State Grants				-	-	-	-	600,000		600,000
Total Revenues				-	-	-	-	750,000		750,000
Storage Building & Essential Equipment	Aviation Preservation	250,000	-	-	-	-	-	250,000		250,000
Revenues										
403 - Operating Revenues				-	-	-	-	50,000		50,000
403 - State Grants				-	-	-	-	200,000		200,000
Total Revenues				-	-	-	-	250,000		250,000
Taxiway Rehab, Lighting, Connector Design	Aviation Preservation	350,000	-	-	-	-	-	350,000		350,000
Revenues										
403 - Operating Revenues				-	-	-	-	7,000		7,000
403 - Federal Grants				-	-	-	-	315,000		315,000
403 - State Grants				-	-	-	-	28,000		28,000
Total Revenues				-	-	-	-	350,000		350,000
Total Marathon Airport		20,576,913	584,785	3,704,156	5,028,972	2,410,000	7,500,000	1,350,000	-	19,993,128
Key West International Airport										
FDOT KW SECURITY 3 APT62	Aviation Safety	1,320,185	1,264,841	45,959	9,385	-	-	-		55,344
Revenues										
484 - State Grants				45,959	9,385	-	-	-		55,344

	Project	Budget	As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Unfunded	Total
BAGGAGE AREA ELVTR 37-43	Aviation Rev/Ops	224,318	45,328	178,990	-	-	-	-		178,990
ARRIVAL/BAG BELT 37-46	Aviation Rev/Ops	775,316	521,894	253,422	-	-	-	-		253,422
BAG ELEVATOR 37-46	Aviation Rev/Ops	300,000	297,636	2,364	-	-	-	-		2,364
Total Project Expenditures		**1,299,634**	**864,858**	**434,776**	-	-	-	-		**434,776**
Revenues										
404 - Operating Revenues				109,963	-	-	-	-		109,963
404 - Federal Grants				214,849	-	-	-	-		214,849
404 - State Grants				109,964	-	-	-	-		109,964
Total Revenues				**434,776**	-	-	-	-		**434,776**
Part 150 Noise Study 37-4	Aviation Rev/Ops	**447,260**	**431,092**	**2,592**	**13,576**	-	-	-		**16,168**
Revenues										
404 - Operating Revenues				130	679	-	-	-		809
404 - Federal Grants				2,462	12,897	-	-	-		15,359
Total Revenues				**2,592**	**13,576**	-	-	-		**16,168**
FDOT #AQE35 KW Planning Studies	Aviation Rev/Ops	**578,814**	-	**578,814**	-	-	-	-		**578,814**
Revenues										
404 - Operating Revenues				289,407	-	-	-	-		289,407
404 - State Grants				289,407	-	-	-	-		289,407
Total Revenues				**578,814**	-	-	-	-		**578,814**
Pave Enterance Road 37-46	Aviation Preservation	**102,550**	**81,973**	**20,577**	-	-	-	-		**20,577**
Revenues										
404 - Operating Revenues				1,029	-	-	-	-		1,029
404 - Federal Grants				18,519	-	-	-	-		18,519
404 - State Grants				1,029	-	-	-	-		1,029
Total Revenues				**20,577**	-	-	-	-		**20,577**
EMG DRNG IMP 37-46	Aviation Preservation	**265,000**	**201,460**	**63,540**	-	-	-	-		**63,540**
Revenues										
404 - Operating Revenues				3,177	-	-	-	-		3,177
404 - Federal Grants				57,186	-	-	-	-		57,186
404 - State Grants				3,177	-	-	-	-		3,177
Total Revenues				**63,540**	-	-	-	-		**63,540**
FDOT#AQH10 KW CUSTOMS	Aviation Rev/Ops	**90,934**	-	**90,934**	-	-	-	-		**90,934**
Revenues										
404 - Operating Revenues				2,273	-	-	-	-		2,273
404 - Federal Grants				86,388	-	-	-	-		86,388
404 - State Grants				2,273	-	-	-	-		2,273
Total Revenues				**90,934**	-	-	-	-		**90,934**
REHAB ENT RD 037-47	Aviation Preservation	**657,300**	**555,512**	**21,760**	**80,028**	-	-	-		**101,788**
Revenues										

	Project	Budget	As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Unfunded	Total
404 - Operating Revenues				1,088	4,002	-	-	-		5,090
404 - Federal Grants				19,584	72,025	-	-	-		91,609
404 - State Grants				1,088	4,001	-	-	-		5,089
Total Revenues				21,760	80,028	-	-	-		101,788
REHAB ENT RD (a) 037-47	Aviation Preservation	552,000	505,819	46,181	-	-	-	-		46,181
Revenues										
404 - Operating Revenues				2,309	-	-	-	-		2,309
404 - Federal Grants				41,563	-	-	-	-		41,563
404 - State Grants				2,309	-	-	-	-		2,309
Total Revenues				46,181	-	-	-	-		46,181
LAND ACQU 037-44	Aviation Preservation	592,807	23,763	569,044	-	-	-	-		569,044
Revenues										
404 - Operating Revenues				28,452	-	-	-	-		28,452
404 - Federal Grants				512,140	-	-	-	-		512,140
404 - State Grants				28,452	-	-	-	-		28,452
Total Revenues				569,044	-	-	-	-		569,044
EMAS RNWY 27 DEP 037-47	Aviation Safety	436,400	363,555	72,845	-	-	-	-		72,845
Revenues										
404 - Operating Revenues				3,642	-	-	-	-		3,642
404 - Federal Grants				65,561	-	-	-	-		65,561
404 - State Grants				3,642	-	-	-	-		3,642
Total Revenues				72,845	-	-	-	-		72,845
DRNG RECON 037-47	Aviation Preservation	567,200	84,473	482,727	-	-	-	-		482,727
Revenues										
404 - Operating Revenues				24,136	-	-	-	-		24,136
404 - Federal Grants				434,455	-	-	-	-		434,455
404 - State Grants				24,136	-	-	-	-		24,136
Total Revenues				482,727	-		-	-		482,727
EMAS RNWY 27 Construction	Aviation Safety	5,500,000	-	4,519,225	980,775	-	-	-		5,500,000
Revenues										
404 - Operating Revenues				225,961	49,039	-	-	-		275,000
404 - Federal Grants				4,067,303	882,697	-	-	-		4,950,000
404 - State Grants				225,961	49,039	-	-	-		275,000
Total Revenues				4,519,225	980,775	-	-	-		5,500,000
Strengthen Commercial Apron, Design & Permit	Aviation Preservation	350,000	-	350,000	-	-	-	-		350,000
Revenues										
404 - Operating Revenues				17,500	-	-	-	-		17,500
404 - Federal Grants				315,000	-	-	-	-		315,000
404 - State Grants				17,500	-	-	-	-		17,500
Total Revenues				350,000	-	-	-	-		350,000

	Project	Budget	As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Unfunded	Total
Terminal Annex/Mods/Customs Upgrade	Aviation Preservation	**1,300,000**	-	**1,300,000**	-	-	-	-		**1,300,000**
Revenues										
404 - Operating Revenues				65,000	-	-	-	-		65,000
404 - Federal Grants				1,170,000	-	-	-	-		1,170,000
404 - State Grants				65,000	-	-	-	-		65,000
Total Revenues				**1,300,000**	-	-	-	-		**1,300,000**
Master Plan	Aviation Preservation	**700,000**	-	**700,000**	-	-	-	-		**700,000**
Revenues										
404 - Operating Revenues				35,000	-	-	-	-		35,000
404 - Federal Grants				630,000	-	-	-	-		630,000
404 - State Grants				35,000	-	-	-	-		35,000
Total Revenues				**700,000**	-	-	-	-		**700,000**
Reconstruct Terminal Apron	Aviation Preservation	**9,900,000**	-	-	**9,900,000**	-	-	-		**9,900,000**
Revenues										
404 - Operating Revenues				-	495,000	-	-	-		495,000
404 - Federal Grants				-	8,910,000	-	-	-		8,910,000
404 - State Grants				-	495,000	-	-	-		495,000
Total Revenues				-	**9,900,000**	-	-	-		**9,900,000**
Emergency Drainage Phases 2 & 3 Construction	Aviation Preservation	**1,200,000**	-	-	**1,200,000**	-	-	-		**1,200,000**
Revenues										
404 - Operating Revenues				-	60,000	-	-	-		60,000
404 - Federal Grants				-	1,080,000	-	-	-		1,080,000
404 - State Grants				-	60,000	-	-	-		60,000
Total Revenues				-	**1,200,000**	-	-	-		**1,200,000**
Noise Insulation Program Initial Testing & Design	Aviation Preservation	**900,000**	-	-	**900,000**	-	-	-		**900,000**
Revenues										
404 - Operating Revenues				-	45,000	-	-	-		45,000
404 - Federal Grants				-	810,000	-	-	-		810,000
404 - State Grants				-	45,000	-	-	-		45,000
Total Revenues				-	**900,000**	-	-	-		**900,000**
Taxiway Rehab & Lighting Design	Aviation Preservation	**400,000**	-	-	**400,000**	-	-	-		**400,000**
Revenues										
404 - Operating Revenues				-	20,000	-	-	-		20,000
404 - Federal Grants				-	360,000	-	-	-		360,000
404 - State Grants				-	20,000	-	-	-		20,000
Total Revenues				-	**400,000**	-	-	-		**400,000**
ARFF Equipment	Aviation Safety	**1,150,000**	-	-	**400,000**	**400,000**	**100,000**	**250,000**		**1,150,000**
Revenues										
404 - Operating Revenues				-	200,000	200,000	50,000	125,000		575,000

	Project	Budget	As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Unfunded	Total
404 - State Grants				-	200,000	200,000	50,000	125,000		575,000
Total Revenues				-	**400,000**	**400,000**	**100,000**	**250,000**		**1,150,000**
Master Plan Update	Aviation Preservation	**3,650,000**	-	-	**350,000**	**1,500,000**	**400,000**	**1,400,000**		**3,650,000**
Revenues										
404 - Operating Revenues				-	175,000	750,000	200,000	700,000		1,825,000
404 - State Grants				-	175,000	750,000	200,000	700,000		1,825,000
Total Revenues				-	**350,000**	**1,500,000**	**400,000**	**1,400,000**		**3,650,000**
Emergency Alert System	Aviation Preservation	**150,000**	-	-	**150,000**	-	-	-		**150,000**
Revenues										
404 - Operating Revenues				-	75,000	-	-	-		75,000
404 - State Grants				-	75,000	-	-	-		75,000
Total Revenues				-	**150,000**	-	-	-		**150,000**
Customs Expansion	Aviation Preservation	**400,000**	-	-	**400,000**	-	-	-		**400,000**
Revenues										
404 - Operating Revenues				-	200,000	-	-	-		200,000
404 - State Grants				-	200,000	-	-	-		200,000
Total Revenues				-	**400,000**	-	-	-		**400,000**
Photovoltaics Study/Plan	Aviation Preservation	**300,000**	-	-	-	**300,000**	-	-		**300,000**
Revenues										
404 - Operating Revenues				-	-	15,000	-	-		15,000
404 - Federal Grants				-	-	270,000	-	-		270,000
404 - State Grants				-	-	15,000	-	-		15,000
Total Revenues				-	-	**300,000**	-	-		**300,000**
NIP	Aviation Preservation	**3,600,000**	-	-	-	**3,600,000**	-	-		**3,600,000**
Revenues										
404 - Operating Revenues				-	-	180,000	-	-		180,000
404 - Federal Grants				-	-	3,240,000	-	-		3,240,000
404 - State Grants				-	-	180,000	-	-		180,000
Total Revenues				-	-	**3,600,000**	-	-		**3,600,000**
Taxiway Rehab & Lighting Construction	Aviation Safety	**5,550,000**	-	-	-	**5,550,000**	-	-		**5,550,000**
Revenues										
404 - Operating Revenues				-	-	277,500	-	-		277,500
404 - Federal Grants				-	-	4,995,000	-	-		4,995,000
404 - State Grants				-	-	277,500	-	-		277,500
Total Revenues				-	-	**5,550,000**	-	-		**5,550,000**
Terminal Expansion Phase 1-Admin Relocation	Aviation Preservation	**8,000,000**	-	-	-	**8,000,000**	-	-		**8,000,000**
Revenues										
404 - Operating Revenues				-	-	4,000,000	-	-		4,000,000
404 - State Grants				-	-	4,000,000	-	-		4,000,000

	Project	Budget	As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Unfunded	Total
Total Revenues				-	-	8,000,000	-	-		8,000,000
Chillers-Utilities (60/40 Public/Private) Design	Aviation Preservation	650,000	-	-	-	-	650,000	-		650,000
Revenues										
404 - Operating Revenues				-	-	-	149,500	-		149,500
404 - Federal Grants				-	-	-	351,000	-		351,000
404 - State Grants				-	-	-	149,500	-		149,500
Total Revenues				-	-	-	650,000	-		650,000
Runway 9-27 Widen Shoulder and Lighting	Aviation Safety	6,800,000	-	-	-	-	500,000	6,300,000		6,800,000
Revenues										
404 - Operating Revenues				-	-	-	25,000	315,000		340,000
404 - Federal Grants				-	-	-	450,000	5,670,000		6,120,000
404 - State Grants				-	-	-	25,000	315,000		340,000
Total Revenues				-	-	-	500,000	6,300,000		6,800,000
Photovoltaic Implementation	Aviation Preservation	1,800,000	-	-	-	-	1,800,000	-		1,800,000
Revenues										
404 - Operating Revenues				-	-	-	90,000	-		90,000
404 - Federal Grants				-	-	-	1,620,000	-		1,620,000
404 - State Grants				-	-	-	90,000	-		90,000
Total Revenues				-	-	-	1,800,000	-		1,800,000
NIP	Aviation Preservation	6,700,000	-	-	-	-	3,500,000	3,200,000		6,700,000
Revenues										
404 - Operating Revenues				-	-	-	175,000	160,000		335,000
404 - Federal Grants				-	-	-	3,150,000	2,880,000		6,030,000
404 - State Grants				-	-	-	175,000	160,000		335,000
Total Revenues				-	-	-	3,500,000	3,200,000		6,700,000
ARFF/Fire Support Equipment	Aviation Safety	1,000,000	-	-	-	-	-	1,000,000		1,000,000
Revenues										
404 - Operating Revenues				-	-	-	-	50,000		50,000
404 - Federal Grants				-	-	-	-	900,000		900,000
404 - State Grants				-	-	-	-	50,000		50,000
Total Revenues				-	-	-	-	1,000,000		1,000,000
Emergency Power Generators Rehab	Aviation Preservation	600,000	-	-	-	-	-	600,000		600,000
Revenues										
404 - Operating Revenues				-	-	-	-	300,000		300,000
404 - State Grants				-	-	-	-	300,000		300,000
Total Revenues				-	-	-	-	600,000		600,000
Car Rental Facility	Aviation Rev/Ops	4,000,000	-	-	-	-	-	4,000,000		4,000,000
Revenues										
404 - Operating Revenues				-	-	-	-	2,000,000		2,000,000

	Project	Budget	As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Unfunded	Total
404 - State Grants				-	-	-	-	2,000,000		2,000,000
Total Revenues				-	-	-	-	4,000,000		4,000,000
Maintenance Facility	Aviation Rev/Ops	1,500,000	-	-	-	-	-	1,500,000		1,500,000
Revenues										
404 - Operating Revenues				-	-	-	-	750,000		750,000
404 - State Grants				-	-	-	-	750,000		750,000
Total Revenues				-	-	-	-	1,500,000		1,500,000
Total Key West International Airport		73,010,084	4,377,346	9,298,974	14,783,764	19,350,000	6,950,000	18,250,000		68,632,738
Total-Aviation		93,586,997	4,962,131	13,003,130	19,812,736	21,760,000	14,450,000	19,600,000		88,625,866

MONROE COUNTY

Fiscal Year 2015 - 2019 Capital Improvement Program

Uses of Funds by Project and Category

Potable Water (Policy 701.1.1)

Project Title		Project Budget	Appropriated As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total
Florida Keys Aquaduct Authority									
Distribution Replacement		10,600,000		4,300,000	2,100,000	2,100,000	2,100,000	-	21,200,000
High Service Pump Station Improvements		400,000		400,000	-	-	-	-	800,000
Transmission Line Bridge Crossing at C-111Canal		1,600,000		800,000	800,000	-	-	-	3,200,000
Stock Island Tank Repair		250,000		250,000	-	-	-	-	500,000
Distribution Pump Station Cudjoe		1,550,000			50,000	750,000	750,000	-	3,100,000
Florida City 5 mg Storage Tank		5,200,000		-	2,600,000	2,600,000	-	-	10,400,000
Land Purchase N & W of Florida City WTP		2,000,000		-	1,000,000	1,000,000	-	-	4,000,000
Total - FKAA		21,600,000		5,750,000	6,550,000	6,450,000	2,850,000	-	43,200,000
Revenues - FKAA		21,600,000		5,750,000	6,550,000	6,450,000	2,850,000	-	43,200,000
Monroe County Projects									
Ocean Reef Reverse Osmosis Project		2,600,000	-	2,600,000	-	-	-	-	2,600,000
Revenues									
304- Infrastructure Sales Surtax				2,600,000	-	-	-	-	2,600,000
Total		24,200,000		8,350,000	6,550,000	6,450,000	2,850,000	-	45,800,000

MONROE COUNTY

Fiscal Year 2015 - 2019 Capital Improvement Program

Uses of Funds by Project and Category

Solid Waste (Policy 801.1.1)

Project Title		Project Budget	Appropriated As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total
Hazmat Shed-Cudjoe Transfer Station		124,115	78,500	45,615	-	-	-	-	45,615
Revenues									
414 - MSD Fund Charges for Service				45,615	-	-	-	-	45,615
Hazmat Shed-Long Key Transfer Station		125,330	78,850	46,480	-	-	-	-	46,480
Revenues									
414 - MSD Fund Charges for Service				46,480	-	-	-	-	46,480
Renovation of Transf Stn Bldg-Cudjoe Transf Stn		150,000	-	-	150,000	-	-	-	150,000
Revenues									
414 - MSD Fund Charges for Service				-	150,000	-	-	-	150,000
Renovation of Transf Stn Bldg-Long Key Transf Stn		150,000	-	-	150,000	-	-	-	150,000
Revenues									
414 - MSD Fund Charges for Service				-	150,000	-	-	-	150,000
Renovation of Transf Stn Bldg-Key Largo Transf Stn		150,000	-	-	150,000	-	-	-	150,000
Revenues									
414 - MSD Fund Charges for Service				-	150,000	-	-	-	150,000
Total		699,445	157,350	92,095	900,000	-	-	-	992,095

MONROE COUNTY

Fiscal Year 2015 - 2019 Capital Improvement Program

Uses of Funds by Project and Category

Sanitary Sewer (Policy 901.1.1)

Project Title		Project Budget	Appropriated As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total
Florida Keys Aquaduct Authority									
Key Haven Collection System Improvements		3,900,000	-	2,900,000	1,000,000		-	-	3,900,000
Layton (E. Long Key) WW Collection Sys Expansion		250,000	-	-	150,000	100,000	-	-	250,000
Total - FKAA		**4,150,000**	**-**	**2,900,000**	**1,150,000**	**100,000**	**-**	**-**	**4,150,000**
Revenues - FKAA		**4,150,000**	**-**	**2,900,000**	**1,150,000**	**100,000**	**-**	**-**	**4,150,000**
Monroe County Projects									
Wastewater Upgrade to County Owned Facilities		**1,236,319**	**758,319**	**478,000**	**-**	**-**	**-**	**-**	**478,000**
Revenues									
304 - Infrastructure Sales Surtax				478,000	-	-	-	-	478,000
Cudjoe Regional Wastewater System		**185,000,000**	**80,283,486**	**85,178,784**	**16,733,870**	**2,803,860**	**-**	**-**	**104,716,514**
Revenues									
312 - Cudjoe Regional WW Capital Fund Cap Assessments				2,275,400	1,137,700	-	-	-	3,413,100
125 - State Grants-Mayfield				-	-	-	-	-	-
125 - Federal Grants-EPA Onsite Systems				1,300,000	1,300,000	-	-	-	2,600,000
312 - CWSRF-Loan				78,603,384	11,296,170	2,803,860	-	-	92,703,414
304 - Infrastructure Sales Surtax				3,000,000	3,000,000	-	-	-	6,000,000
Total Revenues				**85,178,784**	**16,733,870**	**2,803,860**	**-**	**-**	**104,716,514**
Key Largo Wastewater Treatment District		**153,160,543**	**144,738,661**	**8,421,882**	**-**	**-**	**-**	**-**	**8,421,882**
Revenues									
KLWTD State Grants				8,421,882	-	-	-	-	8,421,882
Total		**343,546,862**	**225,780,466**	**96,978,666**	**17,883,870**	**2,903,860**	**-**	**-**	**117,766,396**

MONROE COUNTY

Fiscal Year 2015 - 2019 Capital Improvement Program

Uses of Funds by Project and Category

Drainage and Storm Water (Policy 1001.1.1)

Project Title		Project Budget	Appropriated As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total
Grouper Lane-Key Largo		473,400	-	473,400	-	-	-	-	473,400
Revenues									
102 - Fuel Tax				473,400	-	-	-	-	473,400
Ninth Avenue-Stock Island		470,862	-	470,862	-	-	-	-	470,862
Revenues									
102 - Fuel Tax				470,862	-	-	-	-	470,862
Total		944,262	-	944,262	-	-	-	-	944,262

MONROE COUNTY

Fiscal Year 2015 - 2019 Capital Improvement Program

Uses of Funds by Project and Category

Parks and Recreation (Policy 1201.1.1)

Project Title		Project Budget	Appropriated As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total
Higgs Beach Fitness Trail		15,500	12,500	3,000	-	-	-	-	3,000
Revenues									
304 - Infrastructure Sales Surtax				3,000	-	-	-	-	3,000
Higgs Beach Master Plan		3,600,000	794,664	465,336	1,170,000	1,170,000	-	-	2,805,336
Revenues									
304 - Infrastructure Sales Surtax				465,336	1,934,664	1,170,000	-	-	3,600,000
									-
Rowell's Scenic Overlook		185,132	-	55,132	130,000	-	-	-	185,132
Revenues									
121-TDC District 5				55,132	-	-	-	-	55,132
125 - State Grants				-	130,000	-	-	-	130,000
				55,132	130,000	-	-	-	185,132
Bernstein Park		5,385,946	113,756	2,775,401	2,496,789	-	-	-	5,272,190
Revenues									
131 - Parks & Recreation Impact Fees				25,401	-	-	-	-	25,401
304 - Infrastructure Sales Surtax				2,750,000	2,496,789	-	-	-	5,246,789
Total Project Revenues				2,775,401	2,496,789	-	-	-	5,272,190
Bay Point Park		60,350	45,350	15,000	-	-	-	-	15,000
Revenues									
131 - Parks & Recreation Impact Fees				15,000	-	-	-	-	15,000

		Budget	As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total
Big Coppitt Park		20,000	-	20,000	-	-	-	-	20,000
Revenues									
131 - Parks & Recreation Impact Fees				20,000	-	-	-	-	20,000
Old Seven Mile Bridge		2,700,000	-	-	2,700,000	-	-	-	2,700,000
Revenues									
304 - Infrastructure Sales Surtax				-	2,700,000	-	-	-	2,700,000
Big Pine Swimming Hole		2,003,000	-	100,000	-	-	100,000	1,803,000	2,003,000
Revenues									
304 - Infrastructure Sales Surtax (local match)				-	-	-	100,000	900,000	1,000,000
125 - State Grants				100,000	-	-	-	903,000	1,003,000
Total Project Revenues				100,000	-	-	100,000	1,803,000	2,003,000
Boating Improvement Fund Projects									
Blimp Road Boat Ramp		224,831	24,831	200,000	-	-	-	-	200,000
Barcelona (Gulf View) Boat Ramp		115,000	15,000	100,000	-	-	-	-	100,000
State Rd 4A Boat Ramp (Little Torch Key)		165,000	15,000	150,000	-	-	-	-	150,000
Harry Harris Park Boat Ramp		68,000	8,000	60,000	-	-	-	-	60,000
Public/Private Partnership Mooring Field		749,416	49,416	200,000	200,000	300,000	-	-	700,000
Total Boating Improvement Project Revenues		1,322,247	112,247	710,000	200,000	300,000	-	-	1,210,000
Revenues									
157 - Florida Boating Improvement Funds				710,000	200,000	300,000	-	-	1,210,000
Total		15,292,175	1,078,517	4,143,869	6,696,789	1,470,000	100,000	1,803,000	14,213,658

MONROE COUNTY

Fiscal Year 2015 - 2019 Capital Improvement Program

Uses of Funds by Project and Category

Land Development & Land Acquisition (Goal 105, Objectives 101.6 & 102.4)

Project Title		Project Budget	Appropriated As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total
Monroe County Land Authority									-
Land Acquisition-Fl Keys ACSC				2,339,160	-	-	-	-	2,339,160
ROGO Reserves				4,799,123	-	-	-	-	4,799,123
Total				**7,138,283**	-	-	-	-	**7,138,283**
Revenues									
Tourist Impact Tax				1,140,000					1,140,000
State Park Surcharge				360,000					360,000
Monroe County Land Authority Fund Balance				5,638,283					5,638,283
Total Revenues				**7,138,283**	-	-	-	-	**7,138,283**
Monroe County									
Land Acquisition Match		2,000,000		**2,000,000**	-	-	-	-	**2,000,000**
Revenues									
304 - Infrastructure Sales Surtax				2,000,000	-	-	-	-	2,000,000
Total				**9,138,283**	-	-	-	-	**9,138,283**

MONROE COUNTY

Fiscal Year 2015 - 2019 Capital Improvement Program

Uses of Funds by Project and Category

General Government

Project Title		Project Budget	Appropriated As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total
General Government Function Projects									
Jefferson Browne Building Rehabilitation		6,000,000	-	600,000	5,400,000	-	-	-	6,000,000
Revenues									
314 - Debt Proceeds				600,000	5,400,000	-	-	-	6,000,000
Various Public Works Projects		2,943,933	365,429	2,578,504	-	-	-	-	2,578,504
Revenues									
304 - Infrastructure Sales Surtax				2,578,504	-	-	-	-	2,578,504
									-
Total General Government Function		8,943,933	365,429	3,178,504	5,400,000	-	-	-	8,578,504
Public Safety Function Projects									
MCDC Sprinkler Piping Replacement		324,279	93,155	231,124	-	-	-	-	231,124
Revenues									
304 - Infrastructure Sales Surtax				271,124	-	-	-	-	271,124
Fire/EMS Vehicle Replacement		1,975,000	-	1,975,000	-	-	-	-	1,975,000
Revenues									
304 - Infrastructure Sales Surtax				1,975,000	-	-	-	-	1,975,000
Key Largo Fire Vehicle & Hydrants		850,000	229,450	320,550	300,000	-	-	-	620,550
Revenues									
304 - Infrastructure Sales Surtax				320,550	300,000	-	-	-	620,550

		Budget	As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total
Stock Island Fire Station		4,427,616	4,391,672	35,944	-	-	-	-	35,944
Revenues									
308 - Debt Proceeds				35,944	-	-	-	-	35,944
Conch Key Fire Station		2,301,252	2,281,252	20,000	-	-	-	-	20,000
Revenues									
308 - Debt Proceeds				20,000	-	-	-	-	20,000
Summerland Key Fire Station		4,500,000	-	1,300,000	3,200,000	-	-	-	4,500,000
Revenues									
314 - Debt Proceeds				1,300,000	3,200,000	-	-	-	4,500,000
Fire Training Academy-Crawl Key		1,900,000	-	1,900,000	-	-	-	-	1,900,000
Revenues									
314 - Debt Proceeds				1,900,000	-	-	-	-	1,900,000
Total-Public Safety Function		16,278,147	6,995,529	5,782,618	3,500,000	-	-	-	9,282,618
Physical Environment Function Projects									
Canal Master Plan		5,300,000	525,790	3,752,215	1,021,995	-	-	-	4,774,210
Revenues									
125-State Grants				-	-	-	-	-	-
304 - Infrastructure Sales Surtax				3,752,215	1,021,995	-	-	-	4,774,210
Culture & Recreation Function Projects									
Library Automation Update		175,000	128,703	25,000	21,297	-	-	-	46,297
Revenues									
132 - Libraries Impact Fees				25,000	21,297	-	-	-	46,297
Marathon Library		3,087,000	-	25,000	907,000	2,155,000	-	-	3,087,000

		Budget	As of 9/30/14	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total
Revenues									
314 - Debt Proceeds				25,000	907,000	2,155,000	-	-	3,087,000
Total Culture & Recreation Function		3,262,000	128,703	50,000	928,297	2,155,000	-	-	3,133,297
Court Related Function Projects									
Marathon Courthouse		1,726,302	1,716,302	10,000	-	-	-	-	10,000
Revenues									
304 - Infrastructure Sales Surtax				10,000	-	-	-	-	10,000
Freeman Justice Center Lobby Expansion		254,911	247,672	7,239	-	-	-	-	7,239
Revenues									
304 - Infrastructure Sales Surtax				7,239	-	-	-	-	7,239
PK Courthouse & Jail		10,600,000	-	1,060,000	4,770,000	4,770,000	-	-	10,600,000
Revenues									
314 - Debt Proceeds				1,060,000	4,770,000	4,770,000	-	-	10,600,000
Total Court Related Function		12,581,213	1,963,974	1,077,239	4,770,000	4,770,000	-	-	10,617,239
									-
Total		46,365,293	9,979,425	13,840,576	15,620,292	6,925,000	-	-	36,385,868

Exhibit B.

Proposed Table 4.1: 5-Year Schedule of Capital Improvements for FY 2016-2020.

Table 4.1

MONROE COUNTY, FLORIDA
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

TRANSPORTATION (Policy 301.1.1)

Road & Bridge Projects	Project	Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Florida Department of Transportation										
Monroe County SCOP Contingency	Resurfacing			-	1,000	-	296,380	-	-	297,380
Monroe County DDR Arterial Reserve	Funding Action			-	2,568,135	-	152,235	-	-	2,720,370
Monroe County DDR Resurfacing Target Reserve (URBN)	Resurfacing			-	-	-	1,000	-	-	1,000
Monroe County Long Range Transportation Plan	Planning Model			300,000	300,000	300,000	300,000	300,000	-	1,500,000
Monroe County Public Information - Dist 6 Construction Office	Prelim Engineering			-	-	200,000	200,000	200,000	-	600,000
Monroe County Traffic Signal Maint/Operations	Traffic Signals			111,412	115,875	120,504	125,594	130,336	-	603,721
Monroe County DDR Resurface Contingency	Resurfacing			89,727	-	-	-	-	-	89,727
Monroe Countywide DDR	Misc Construction			363,359	835,202	-	500,000	1,289,857	-	2,988,418
Monroe Countywide Lighting	Maintenance			40,305	41,515	42,759	44,042	45,364	-	213,985
Monroe County Resurfacing Target (RURL)	Resurfacing			-	-	-	-	1,030,583	-	1,030,583
Monroe Countywide Traffic Operations	Traffic Ops Improve			503,234	391,550	-	254,768	-	-	1,149,552
Pigeon Key Ferry Service	Water Taxi			375,000	250,000	250,000	250,000	-	-	1,125,000
Reserve for MC Growth Mgmt Sm Co. Outreach for Future Proj	Resurfacing			231,677	-	1,405,466	1,206,416	1,553,371	-	4,396,930
Old 7 Mile Bridge	Bridge-Repair/Rehab.			11,368	38,505,976	210,600	-	-	-	38,727,944
SR 5 MM 20.4 to MM 23.5	Landscaping			147,000	-	142,155	811,500	-	-	1,100,655
SR 5 MM 15.5 to MM 20.1	Landscaping			172,000	-	-	1,119,870	-	-	1,291,870
SR 5 MM 23.7 to MM 25.4	Landscaping			16,864	527,875	123,201	-	-	-	667,940
Channel 2 Bridge	Bridge-Repair/Rehab.			2,791,663	209,100	-	-	-	-	3,000,763
Channel 5 Bridge	Bridge-Repair/Rehab.			438,454	-	-	3,236,262	572,760	-	4,247,476
SR 5 MM 99.5 to MM 101.5	Lighting			674,940	-	-	-	-	-	674,940
SR 5 MM 38.6 to MM 40	Resurfacing			220,000	-	-	-	-	-	220,000
SR 5 MM 90.8 to MM 97	Landscaping			23,608	-	-	-	-	-	23,608
SR 5 MM 93 to MM 97	Resurfacing			16,221	-	-	-	-	-	16,221
SR 5 MM 97 to MM 99.6	Landscaping			20,319	-	-	-	-	-	20,319
SR 5 MM 92 to MM 93	Resurfacing			56,136	-	-	-	-	-	56,136
SR 5 MM 99.6 to MM 106.3	Landscaping			20,944	-	-	-	-	-	20,944
SR 5 MM 4.5 to MM 9.8	Resurfacing			542,748	-	-	-	-	-	542,748
SR 5 MM 28.75 to MM 32.98	Landscaping			11,051	648,825	-	-	-	-	659,876
SR 5 7 Mile Bridge Over Moser Channel Bridge Repair	Bridge-Repair/Rehab.			9,930	8,774,900	-	-	-	-	8,784,830
SR5 Hrt Tri-Vistas at Various Locations	Bike Path / Trail			4,091	1,105,000	-	-	-	-	1,109,091
SR 5 Hrt Tri Kemp Channel Bridge	Bike Path / Trail			78,608	-	-	-	-	-	78,608
SR 5 From S. Roosevelt Blvd to S. of Mac Donald	Sidewalk			196,398	-	-	-	-	-	196,398
SR 5 Over Niles Channel Niles Channel Bridge Repair	Bridge-Repair/Rehab.			1,487,526	199,875	-	-	-	-	1,687,401
SR 5 Over Boca Chica Channel Bridge #900003 & 900074 Repair	Bridge-Repair/Rehab.			190,770	-	-	-	-	-	190,770
SR 5 Lond Key V-Piers Repl. & Deviation Block Repairs	Bridge-Repair/Rehab.			686,675	-	-	-	-	-	686,675

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Subtotal - FDOT				**9,832,028**	**54,474,828**	**2,794,685**	**8,498,067**	**5,122,271**	**-**	**80,721,879**
Revenues - FDOT				**9,832,028**	**54,474,828**	**2,794,685**	**8,498,067**	**5,122,271**	**-**	**80,721,879**

Monroe County										
Road Paving Program		**$ 11,614,019**	**$ -**	**$3,173,828**	**$1,614,019**	**$4,500,000**	**$2,326,172**	**-**	**-**	**11,614,019**
Revenues										
304 - Infrastructure Sales Surtax				$0	$787,847	$4,500,000	$2,326,172	-	-	7,614,019
102 - Fuel Tax				$3,173,828	$826,172	$0	$0	-	-	4,000,000
Total Revenues				**$3,173,828**	**$1,614,019**	**$4,500,000**	**$2,326,172**	**$0**	**-**	**11,614,019**
Lake Surprise Estates Paving		**$ 3,179,582**	**$ 227,868**	**2,951,714**	**-**	**-**	**-**	**-**	**-**	**2,951,714**
Revenues										
304 - Infrastructure Sales Surtax				**2,951,714**	**-**	**-**	**-**	**-**	**-**	**2,951,714**
Sexton Cove Paving		**$ 1,764,311**	**$ 139,257**	**1,625,054**	**-**	**-**	**-**	**-**	**-**	**1,625,054**
Revenues										
304 - Infrastructure Sales Surtax				**1,625,054**	**-**	**-**	**-**	**-**	**-**	**1,625,054**
Stock Island I		**$ 2,962,088**	**$ 201,112**	**2,760,976**	**-**	**-**	**-**	**-**	**-**	**2,760,976**
Revenues										
304 - Infrastructure Sales Surtax				**2,760,976**	**-**	**-**	**-**	**-**	**-**	**2,760,976**
Stock Island II		**$ 2,480,000**		**260,000**	**2,220,000**	**-**	**-**	**-**	**-**	**2,480,000**
Revenues										
304 - Infrastructure Sales Surtax				**260,000**	**2,220,000**	**-**	**-**	**-**	**-**	**2,480,000**
Cudjoe Supplemental Paving		**$ 6,000,000**		**3,000,000**	**3,000,000**	**-**	**-**	**-**	**-**	**6,000,000**
Revenues										
102 - Fuel Tax				**3,000,000**	**3,000,000**	**-**	**-**	**-**	**-**	**6,000,000**
Truman Bridge-Replacement		**$ 2,084,520**	**$ 20,480**	**1,179,520**	**-**	**-**	**-**	**-**	**884,520**	**2,064,040**
Revenues										
130 - Roadways Impact Fees				**919,420**	**-**	**-**	**-**	**-**		**919,420**
304 - Infrastructure Sales Surtax				**250,000**						
US 1 Bayside Bike/Shared Use Path		**$ 2,251,042**	**$ 2,106,042**	**145,000**	**-**	**-**	**-**	**-**	**-**	**145,000**
Revenues										
125 - State Grants				-	-	-	-	-		-
130 - Roadways Impact Fees				-						
304 - Infrastructure Sales Surtax				145,000	-	-	-	-		145,000
Total Revenues				**145,000**	**-**	**-**	**-**	**-**		**145,000**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
CR 905 Bike Lanes		$ 3,510,810	$ 3,447,212	63,598	-	-	-	-		63,598
Revenues										
130 - Roadways Impact Fees				63,895	-	-	-	-		63,895
304 - Infrastructure Sales Surtax				-	-	-	-	-		-
Total Revenues				$63,895	$0	$0	$0	$0	-	63,895
No Name Key Bridge		$ 3,610,971	$ 3,067,726	543,245	-	-	-	-		543,245
Revenues										
125 - State Grants				380,271	-	-	-	-		380,271
102 - Fuel Tax				162,974	-	-	-	-		162,974
Total Revenues				$543,245	-	-	-	-		543,245
Card Sound Bridge Repair		$ 5,705,181	$ 403,455	5,301,726	-	-	-	-		5,301,726
Revenues										
102 - Fuel Tax				1,911,792	-	-	-	-		1,911,792
125-Federal Grants				3,389,934	-	-	-	-		3,389,934
Adams Cut Pedestrian Bridge		$ 1,095,199		1,095,199	-	-	-	-		1,095,199
Revenues										
125-Federal Grants				477,000	-	-	-	-		477,000
130 - Roadways Impact Fees				48,000						
304 - Infrastructure Sales Surtax				570,199	-	-	-	-		570,199
Total Revenues				1,095,199	-	-	-	-		1,095,199
Garrison Bight Bridge Repair		$ 1,792,438	$ -	265,000	1,492,714	34,724	-	-	-	1,792,438
Revenues										
125-State Grants				265,000	1,492,714	34,724	-	-		1,792,438
Sugarloaf Blvd Bridge		$ 2,225,224	$ -	399,718	-	-	-	-	1,825,506	2,225,224
Revenues										
102 - Fuel Tax				399,718	-	-	-	-		399,718
Subtotal - Monroe County		50,275,385	9,613,152	22,764,578	8,326,733	4,534,724	2,326,172	-	2,710,026	40,662,233
Total Road & Bridge Projects				32,596,606	62,801,561	7,329,409	10,824,239	5,122,271	2,710,026	118,674,086

Mass Transit

	Project			FY 2016	FY 2017	FY 2018	FY 2019	FY 2020		Total
FDOT										
No Projects										
Monroe County										
No Projects										

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Ports										
	Project			**FY 2016**	**FY 2017**	**FY 2018**	**FY 2019**	**FY 2020**		**Total**
FDOT										
No Projects										
Monroe County										
No Projects										

Aviation		**Project**	**Appropriated**							
	Project	**Budget**	**As of 9/30/15**	**FY 2015**	**FY 2016**	**FY 2017**	**FY 2018**	**FY 2019**	**FY2020**	**Total**
Marathon Airport										
DOT AQ606 Sewer Laterals	Aviation Preservation	**315,033**	**221,035**	**15,161**	**78,837**	**0**	**0**	**0**	**0**	**78,837**
Revenues										
403 - Operating Revenues				7,581	39,419	0	0	0	0	39,419
403 - Federal Grants										
403 - State Grants				7,581	39,419	0	0	0	0	39,419
Total Revenues				**15,161**	**78,837**	**0**	**0**	**0**	**0**	**78,837**
Improve Terminal Building 044-31 (Sewer Laterals)		**685,070**	**0**	**2,815**	**273,602**	0	0	0	0	**273,602**
Revenues										
403 - Operating Revenues				141	47,680					47,680
403 - Federal Grants				2,534	35,910					35,910
403 - State Grants				141	190,012	0	0	0	0	190,012
Total Revenues				**2,815**	**273,602**	**0**	**0**	**0**	**0**	**273,602**
FDOT AQE35 Planning Study	Aviation Preservation	**1,005,000**	**220,935**	**76,252**	**103,705**	**400,000**	**0**	**0**	**0**	**503,705**
Revenues										
403 - Operating Revenues				15,250	15,150	80,000	0	0	0	95,150
403 - State Grants				61,001	88,555	320,000	0	0	0	408,555
Total Revenues				**76,252**	**103,705**	**400,000**	**0**	**0**	**0**	**503,705**
FDOT AQH10 CBP Prescreening CTR (Customs)	Aviation Rev/Ops	**500,000**	**64,005**	112,221	152,329	0	0	0	0	152,329
DOT AQE35 Terminal Expansion (Customs)	Aviation Rev/Ops	**1,300,000**		1,262,704	28,302	0	0	0	0	28,302
Total Project Expenditures		**1,800,000**		**1,374,925**	**180,630**	**0**	**0**	**0**	**0**	**180,630**
Revenues										
403 - Operating Revenues				687,462	90,315	0	0	0	0	90,315
403 - Federal Grants					0	0	0	0	0	
403 - State Grants				687,462	90,315	0	0	0	0	90,315
Total Revenues				**1,374,925**	**180,630**	**0**	**0**	**0**	**0**	**180,630**
FDOT AR045 Airport Security	Aviation Safety	**100,000**	**50,956**	**15,165**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
403 - Operating Revenues				3,033	0	0	0	0	0	0
403 - State Grants				12,132	0	0	0	0	0	0
Total Revenues				**15,165**	**0**	**0**	**0**	**0**	**0**	**0**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Obstruction Removal RPZ/RW25 44-30	Aviation Safety	**291,667**	**131,913**	**0**	**0**	**125,000**	**0**	**0**	**0**	**125,000**
FDOT AQE35 Obstruction Removal RPZ/RW25		**18,750**		0	**18,750**	0	0	0	0	**18,750**
Revenues										
403 - Operating Revenues				0	3,750	2,500	0	0	0	6,250
403 - Federal Grants				0	0	112,500	0	0	0	112,500
403 - State Grants				0	15,000	10,000	0	0	0	25,000
Total Revenues				**0**	**18,750**	**125,000**	**0**	**0**	**0**	**143,750**
										0
FDOT ARK 80 Construction of 11 Replacement Hangars	Aviation Rev/Ops	**2,525,500**	**0**	**229,177**	**58,702**	**2,237,621**	**0**	**0**	**0**	**2,296,323**
Revenues										
403 - Operating Revenues				45,835	11,740	447,524	0	0	0	459,265
403 - State Grants				183,342	46,962	1,790,097	0	0	0	1,837,058
Total Revenues				**229,177**	**58,702**	**2,237,621**	**0**	**0**	**0**	**2,296,323**
Runway Threshold Light Relocation 44-32	Aviation Safety	**51,521**	**0**	**51,521**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
403 - Operating Revenues				7,265	0	0	0	0	0	0
403 - Federal Grants				44,256	0	0	0	0	0	0
403 - State Grants					0	0	0	0	0	0
Total Revenues				**51,521**	**0**	**0**	**0**	**0**	**0**	**0**
Misc. Planning Studies	Aviation Preservation	**660,497**	**0**	**0**	**260,497**	**400,000**	**0**	**0**	**0**	**660,497**
Revenues						0				
403 - Operating Revenues				0	5,210	200,000	0	0	0	205,210
403 - Federal Grants				0	234,447	0	0	0	0	234,447
403 - State Grants				0	20,840	200,000	0	0	0	220,840
Total Revenues				**0**	**260,497**	**400,000**	**0**	**0**	**0**	**660,497**
Master Plan	Aviation Preservation	**600,000**	**0**	**0**	**0**	**600,000**	**0**	**0**	**0**	**600,000**
Revenues										
403 - Operating Revenues				0		12,000	0	0	0	12,000
403 - Federal Grants						540,000	0	0	0	540,000
403 - State Grants				0		48,000	0	0	0	48,000
Total Revenues				**0**	**0**	**600,000**	**0**	**0**	**0**	**600,000**
Environment Assessment	Aviation Preservation	**700,000**	**0**	**0**	**0**	**700,000**	**0**	**0**	**0**	**700,000**
Revenues										
403 - Operating Revenues				0	0	14,000	0	0	0	14,000
403 - Federal Grants						630,000	0	0	0	630,000
403 - State Grants				0	0	56,000	0	0	0	56,000
Total Revenues				**0**	**0**	**700,000**	**0**	**0**	**0**	**700,000**
Mosquito Control-New Ramp	Aviation Preservation	**500,000**	**0**	**0**	**0**	**500,000**	**0**	**0**	**0**	**500,000**
Revenues										
403 - Operating Revenues				0	0	100,000		0	0	100,000
403 - State Grants				0	0	400,000		0	0	400,000
Total Revenues				**0**	**0**	**500,000**	**0**	**0**	**0**	**500,000**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Rental Car Wash Facility	Aviation Rev/Ops	**500,000**	**0**	**0**	**0**	**500,000**	**0**	0	0	**500,000**
Revenues										
403 - Operating Revenues				0	0	100,000	0	0	0	100,000
403 - State Grants				0	0	400,000	0	0	0	400,000
Total Revenues				**0**	**0**	**500,000**	**0**	**0**	**0**	**500,000**
Misc. Planning Studies	Aviation Preservation	**1,220,497**	**0**	**0**	**260,497**	**400,000**	**560,000**	**0**	**0**	**1,220,497**
Revenues						0				
403 - Operating Revenues				0	5,210	200,000	280,000	0	0	485,210
403 - Federal Grants				0	234,447	0	0	0	0	234,447
403 - State Grants				0	20,840	200,000	280,000	0	0	500,840
Total Revenues				**0**	**260,497**	**400,000**	**560,000**	**0**	**0**	**1,220,497**
Essential Equipment	Aviation Preservation	**281,250**	**0**	**0**	**0**	**125,000**	**156,250**	**0**	**0**	**281,250**
Revenues										
403 - Operating Revenues				0	0	25,000	31,250	0	0	56,250
403 - State Grants				0	0	100,000	125,000	0	0	225,000
Total Revenues				**0**	**0**	**125,000**	**156,250**	**0**	**0**	**281,250**
Hangars Design & Construct	Aviation Preservation	**1,504,061**	**0**	**0**	**0**	**0**	**1,250,000**	**254,061**	**0**	**1,504,061**
Revenues										
403 - Operating Revenues				0	0	0	250,000	50,812	0	300,812
403 - State Grants				0	0	0	1,000,000	203,249	0	1,203,249
Total Revenues				**0**	**0**	**0**	**1,250,000**	**254,061**	**0**	**1,504,061**
Geometry Airfield Design - Phase 1	Aviation Preservation	**500,000**	**0**	**0**	**0**	**0**	**500,000**	**0**	**0**	**500,000**
Revenues										
403 - Operating Revenues				0	0	0	10,000	0	0	10,000
403 - Federal Grants				0	0	0	450,000	0	0	450,000
403 - State Grants				0	0	0	40,000	0	0	40,000
Total Revenues				**0**	**0**	**0**	**500,000**	**0**	**0**	**500,000**
Geometry Airfield Construction - Phase 1	Aviation Preservation	**5,000,000**	**0**	**0**	**0**	**0**	**0**	**5,000,000**	**0**	**5,000,000**
Revenues										
403 - Operating Revenues				0	0	0	0	100,000	0	100,000
403 - Federal Grants				0	0	0	0	4,500,000	0	4,500,000
403 - State Grants				0	0	0	0	400,000	0	400,000
Total Revenues				**0**	**0**	**0**	**0**	**5,000,000**	**0**	**5,000,000**
Terminal Expansion	Aviation Rev/Ops	**2,201,101**	**0**	**0**	**0**	**0**	**0**	**2,201,101**	**0**	**2,201,101**
Revenues										
403 - Operating Revenues				0	0	0	0	440,220	0	440,220
403 - State Grants				0	0	0	0	1,760,881	0	1,760,881
Total Revenues				**0**	**0**	**0**	**0**	**2,201,101**	**0**	**2,201,101**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Geometry Airfield Design - Phase 2	Aviation Preservation	**500,000**	**0**	**0**	**0**	**0**	**0**	**0**	**500,000**	**500,000**
Revenues										
403 - Operating Revenues				0	0	0	0	0	10,000	10,000
403 - Federal Grants				0	0	0	0	0	450,000	450,000
403 - State Grants				0	0	0	0	0	40,000	40,000
Total Revenues				**0**	**0**	**0**	**0**	**0**	**500,000**	**500,000**
Fuel Farm Relocation	Aviation Rev/Ops	**1,200,000**	**0**	**0**	**0**	**0**	**0**	**0**	**1,200,000**	**1,200,000**
Revenues										
403 - Operating Revenues				0	0	0	0	0	960,000	960,000
403 - State Grants				0	0	0	0	0	240,000	240,000
Total Revenues				**0**	**0**	**0**	**0**	**0**	**1,200,000**	**1,200,000**
AWOS Relocation	Aviation Rev/Ops	**250,000**	**0**	**0**	**0**	**0**	**0**	**0**	**250,000**	**250,000**
Revenues										
403 - Operating Revenues				0	0	0	0	0	200,000	200,000
403 - State Grants				0	0	0	0	0	50,000	50,000
Total Revenues				**0**	**0**	**0**	**0**	**0**	**250,000**	**250,000**
Taxiway Rehab and New Connector	Aviation Rev/Ops	**592,000**	**0**	**0**	**0**	**0**	**0**	**0**	**592,000**	**592,000**
Revenues										
403 - Operating Revenues				0	0	0	0	0	473,600	473,600
403 - State Grants				0	0	0	0	0	118,400	118,400
Total Revenues				**0**	**0**	**0**	**0**	**0**	**592,000**	**592,000**
Total Marathon Airport		**16,781,450**	**624,839**	**1,765,015**	**974,723**	**5,587,621**	**1,906,250**	**2,455,162**	**2,542,000**	**13,465,756**
Key West International Airport										
FDOT KW SECURITY 3 APT62	Aviation Safety	**1,315,628**	**1,271,016**	**44,612**	**44,612**	**0**	**0**	**0**	**0**	**44,612**
Revenues				44,612						
404 - Operating Revenues					44,612	0	0	0	0	44,612
404 - State Grants				**44,612**	0	0	0	0	0	0
Total Revenues				**89,224**	**44,612**	**0**	**0**	**0**	**0**	**44,612**
BAGGAGE AREA ELVTR 37-43	Aviation Rev/Ops	224,318	45,328	178,990	0	0	0	0	0	0
ARRIVAL/BAG BELT 37-46	Aviation Rev/Ops	775,316	521,894	253,422	0	0	0	0	0	0
BAG ELEVATOR 37-46	Aviation Rev/Ops	300,000	297,636	2,364	0	0	0	0	0	0
Total Project Expenditures		**1,299,634**	**864,858**	**434,776**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
404 - Operating Revenues				109,963	0	0	0	0	0	0
404 - Federal Grants				214,849	0	0	0	0	0	0
404 - State Grants				109,964	0	0	0	0	0	0
Total Revenues				**434,776**	**0**	**0**	**0**	**0**	**0**	**0**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Part 150 Noise Study 37-4	Aviation Rev/Ops	**1,017,945**	**431,092**	**0**	**584,261**	**0**	**0**	**0**	**0**	**584,261**
Revenues										
404 - Operating Revenues					58,426	0	0	0	0	58,426
404 - Federal Grants					525,835	0	0	0	0	525,835
Total Revenues				**0**	**584,261**	**0**	**0**	**0**	**0**	**584,261**
FDOT #AQE35 KW Planning Studies	Aviation Rev/Ops	**2,216,400**	**662,337**	**405,197**	**640,000**	**0**	**0**	**0**	**0**	**640,000**
Revenues										
404 - Operating Revenues				202,599	320,000	0	0	0	0	320,000
404 - State Grants				202,599	320,000	0	0	0	0	320,000
Total Revenues				**405,197**	**640,000**	**0**	**0**	**0**	**0**	**640,000**
Pave Entrance Road 37-46	Aviation Preservation	**102,550**	**81,973**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
404 - Operating Revenues				0	0	0	0	0	0	0
404 - Federal Grants				0	0	0	0	0	0	0
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**0**	**0**	**0**	**0**	**0**	**0**
EMG DRNG IMP 37-46	Aviation Preservation	**265,000**	**201,460**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
404 - Operating Revenues				0	0	0	0	0	0	0
404 - Federal Grants				0	0	0	0	0	0	0
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**0**	**0**	**0**	**0**	**0**	**0**
FDOT#AQH10 KW CUSTOMS	Aviation Rev/Ops	**605,041**	**4,400**	**83,910**	**68,850**	**0**	**0**	**0**	**0**	**68,850**
FDOT#AQE35/37-47		**592,807**	**0**	**0**	**1,312,500**					**1,312,500**
Revenues										
404 - Operating Revenues				41,955	401,269	0	0	0	0	401,269
404 - Federal Grants					578,813	0	0	0	0	578,813
404 - State Grants				41,955	401,269	0	0	0	0	401,269
Total Revenues				**83,910**	**1,381,350**	**0**	**0**	**0**	**0**	**1,381,350**
REHAB ENT RD 037-47	Aviation Preservation	**657,300**	**555,512**	**27,838**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
404 - Operating Revenues				1,392	0	0	0	0	0	0
404 - Federal Grants				25,055	0	0	0	0	0	0
404 - State Grants				1,392	0	0	0	0	0	0
Total Revenues				**27,838**	**0**	**0**	**0**	**0**	**0**	**0**
LAND ACQU 037-44	Aviation Preservation	**552,000**	**505,819**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
404 - Operating Revenues				0	0	0	0	0	0	0
404 - Federal Grants				0	0	0	0	0	0	0
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**0**	**0**	**0**	**0**	**0**	**0**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
EMAS RNWY 27 DEP 037-47	Aviation Safety	**436,400**	**382,918**	**18,682**	**0**	**0**	**0**	**0**	**0**	**0**
Revenues										
404 - Operating Revenues				934	0	0	0	0	0	0
404 - Federal Grants				16,813	0	0	0	0	0	0
404 - State Grants				934	0	0	0	0	0	0
Total Revenues				**18,682**	**0**	**0**	**0**	**0**	**0**	**0**
DRNG RECON 037-47	Aviation Preservation	**577,200**	**84,473**	**4,799**	**412,179**	**0**	**0**	**0**	**0**	**412,179**
Revenues										
404 - Operating Revenues				240	20,609	0	0	0	0	20,609
404 - Federal Grants				4,319	370,961	0	0	0	0	370,961
404 - State Grants				240	20,609	0	0	0	0	20,609
Total Revenues				**4,799**	**412,179**	**0**	**0**	**0**	**0**	**412,179**
EMAS RNWY 27 Construction	Aviation Safety	**4,519,225**	**0**	**4,397,774**	**5,416**	**0**	**0**	**0**	**0**	**5,416**
Revenues										
404 - Operating Revenues				219,889	271	0	0	0	0	271
404 - Federal Grants				3,957,996	4,874	0	0	0	0	4,874
404 - State Grants				219,889	271	0	0	0	0	271
Total Revenues				**4,397,774**	**5,416**	**0**	**0**	**0**	**0**	**5,416**
Strengthen Commercial Apron, Design & Permit 37-49	Aviation Preservation	**261,650**	**0**	**0**	**261,650**	**0**	**0**	**0**	**0**	**261,650**
Revenues										
404 - Operating Revenues				0	13,083	0	0	0	0	13,083
404 - Federal Grants				0	235,485	0	0	0	0	235,485
404 - State Grants				0	13,083	0	0	0	0	13,083
Total Revenues				**0**	**261,650**	**0**	**0**	**0**	**0**	**261,650**
Drainage Design Ph. 2 & 3 37-49	Aviation Preservation	**241,000**	**0**	**0**	**241,000**	**0**	**0**	**0**	**0**	**241,000**
Revenues										
404 - Operating Revenues				0	12,050	0	0	0	0	12,050
404 - Federal Grants				0	216,900	0	0	0	0	216,900
404 - State Grants				0	12,050	0	0	0	0	12,050
Total Revenues				**0**	**241,000**	**0**	**0**	**0**	**0**	**241,000**
Noise Insulation Program Ph. 1 (Design/Bid)	Aviation Preservation	**584,261**	**0**	**0**	**584,261**	**0**	**0**	**0**	**0**	**584,261**
Revenues										
404 - Operating Revenues				0	58,426	0	0	0	0	58,426
404 - Federal Grants				0	525,835	0	0	0	0	525,835
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**584,261**	**0**	**0**	**0**	**0**	**584,261**
FDOT #AQE35 KW Planning Studies	Aviation Rev/Ops	**2,216,400**	**662,337**	**405,197**	**640,000**	**0**	**0**	**0**	**0**	**640,000**
Revenues										
404 - Operating Revenues				202,599	320,000	0	0	0	0	320,000
404 - State Grants				202,599	320,000	0	0	0	0	320,000
Total Revenues				**405,197**	**640,000**	**0**	**0**	**0**	**0**	**640,000**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Master Plan FDOT G0562	Aviation Preservation	**872,062**	**0**	**0**	**872,062**	**0**	**0**	**0**	**0**	**872,062**
Revenues										
404 - Operating Revenues				0	50,000	0	0	0	0	50,000
404 - Federal Grants				0	50,000	0	0	0	0	50,000
404 - State Grants				0	772,062	0	0	0	0	100,000
Total Revenues				**0**	**872,062**	**0**	**0**	**0**	**0**	**872,062**
Security Fence & Misc. Imp. FDOT G0553	Aviation Safety	**555,480**	**0**	**0**	**555,480**	**0**	**0**	**0**	**0**	**555,480**
Revenues										
404 - Operating Revenues				0	277,740	0	0	0	0	277,740
404 - Federal Grants				0		0	0	0	0	0
404 - State Grants				0	277,740	0	0	0	0	277,740
Total Revenues				**0**	**555,480**	**0**	**0**	**0**	**0**	**555,480**
FDOT #AQE35 KW Planning Studies	Aviation Rev/Ops	**2,816,400**	**0**	**405,197**	**0**	**600,000**	**0**	**0**	**0**	**600,000**
Revenues										
404 - Operating Revenues				202,599	0	300,000	0	0	0	300,000
404 - State Grants				202,599	0	300,000	0	0	0	300,000
Total Revenues				**405,197**	**0**	**600,000**	**0**	**0**	**0**	**600,000**
Customs Expansion/Improvements	Aviation Preservation	**2,928,000**	**0**	**0**	**0**	**2,928,000**	**0**	**0**	**0**	**2,928,000**
Revenues										
404 - Operating Revenues				0	0	1,464,000	0	0	0	1,464,000
404 - Federal Grants				0	0	0	0	0	0	0
404 - State Grants				0	0	1,464,000	0	0	0	1,464,000
Total Revenues				**0**	**0**	**2,928,000**	**0**	**0**	**0**	**2,928,000**
Essential Airport Equipment	Aviation Safety	**1,400,000**	**0**	**0**	**0**	**1,400,000**	**0**	**0**	**0**	**1,400,000**
Revenues										
404 - Operating Revenues				0	0	700,000	0	0	0	700,000
404 - State Grants				0	0	700,000	0	0	0	700,000
Total Revenues				**0**	**0**	**1,400,000**	**0**	**0**	**0**	**1,400,000**
Essential Safety & Security Equipment	Aviation Safety	**100,000**	**0**	**0**	**0**	**100,000**	**0**	**0**	**0**	**100,000**
Revenues										
404 - Operating Revenues				0	0	50,000	0	0	0	50,000
404 - State Grants				0	0	50,000	0	0	0	50,000
Total Revenues				**0**	**0**	**100,000**	**0**	**0**	**0**	**100,000**
Reconstruct Terminal Apron	Aviation Preservation	**9,900,000**	**0**	**0**	**0**	**9,900,000**	**0**	**0**	**0**	**9,900,000**
Revenues										
404 - Operating Revenues				0	0	495,000	0	0	0	495,000
404 - Federal Grants				0	0	8,910,000	0	0	0	8,910,000
404 - State Grants				0	0	495,000	0	0	0	495,000
Total Revenues				**0**	**0**	**9,900,000**	**0**	**0**	**0**	**9,900,000**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Drainage Phases 2 & 3 Construction	Aviation Preservation	**2,000,000**	**0**	**0**	**0**	**2,000,000**	**0**	**0**	**0**	**2,000,000**
Revenues										
404 - Operating Revenues				0	0	100,000	0	0	0	100,000
404 - Federal Grants				0	0	1,800,000	0	0	0	1,800,000
404 - State Grants				0	0	100,000	0	0	0	100,000
Total Revenues				**0**	**0**	**2,000,000**	**0**	**0**	**0**	**2,000,000**
Noise Insulation Program Ph. 1 (Design/Bid)	Aviation Preservation	**1,500,000**	**0**	**0**	**0**	**1,500,000**	**0**	**0**	**0**	**1,500,000**
Revenues										
404 - Operating Revenues				0	0	150,000	0	0	0	150,000
404 - Federal Grants				0	0	1,350,000	0	0	0	1,350,000
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**0**	**1,500,000**	**0**	**0**	**0**	**1,500,000**
Taxiway Rehab & Lighting Design	Aviation Preservation	**500,000**	**0**	**0**	**0**	**500,000**	**0**	**0**	**0**	**500,000**
Revenues										
404 - Operating Revenues				0	0	25,000	0	0	0	25,000
404 - Federal Grants				0	0	450,000	0	0	0	450,000
404 - State Grants				0	0	25,000	0	0	0	25,000
Total Revenues				**0**	**0**	**500,000**	**0**	**0**	**0**	**500,000**
FDOT #AQE35 KW Planning Studies	Aviation Rev/Ops	**11,216,400**	**0**	**405,197**	**0**	**0**	**840,000**	**0**	**0**	**840,000**
Revenues										
404 - Operating Revenues				202,599	0	0	420,000	0	0	420,000
404 - State Grants				202,599	0	0	420,000	0	0	420,000
Total Revenues				**405,197**	**0**	**0**	**840,000**	**0**	**0**	**840,000**
Baggage System Rehab	Aviation Rev/Ops	**930,000**	**0**	**0**	**0**	**0**	**930,000**	**0**	**0**	**930,000**
Revenues										
404 - Operating Revenues				0	0	0	465,000	0	0	465,000
404 - State Grants				0	0	0	465,000	0	0	465,000
Total Revenues				**0**	**0**	**0**	**930,000**	**0**	**0**	**930,000**
Fuel Farm Supression System	Aviation Safety	**200,000**	**0**	**0**	**0**	**0**	**200,000**	**0**	**0**	**200,000**
Revenues										
404 - Operating Revenues				0	0	0	100,000	0	0	100,000
404 - State Grants				0	0	0	100,000	0	0	100,000
Total Revenues				**0**	**0**	**0**	**200,000**	**0**	**0**	**200,000**
Upgrade MIRLS to HIRLS	Aviation Safety	**1,000,000**	**0**	**0**	**0**	**0**	**1,000,000**	**0**	**0**	**1,000,000**
Revenues										
404 - Operating Revenues				0	0	0	500,000	0	0	500,000
404 - State Grants				0	0	0	500,000	0	0	500,000
Total Revenues				**0**	**0**	**0**	**1,000,000**	**0**	**0**	**1,000,000**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Car Rental Facility	Aviation Rev/Ops	**4,000,000**	**0**	**0**	**0**	**0**	**4,000,000**	**0**	**0**	**4,000,000**
Revenues										
404 - Operating Revenues				0	0	0	2,000,000	0	0	2,000,000
404 - State Grants				0	0	0	2,000,000	0	0	2,000,000
Total Revenues				**0**	**0**	**0**	**4,000,000**	**0**	**0**	**4,000,000**
Maintenance Facility	Aviation Rev/Ops	**1,513,126**	**0**	**0**	**0**	**0**	**1,513,126**	**0**	**0**	**1,513,126**
Revenues										
404 - Operating Revenues				0	0	0	756,563	0	0	756,563
404 - State Grants				0	0	0	756,563	0	0	756,563
Total Revenues				**0**	**0**	**0**	**1,513,126**	**0**	**0**	**1,513,126**
Essential Safety & Security Equipment	Aviation Safety	**500,000**	**0**	**0**	**0**	**0**	**500,000**	**0**	**0**	**500,000**
Revenues										
404 - Operating Revenues				0	0	0	250,000	0	0	250,000
404 - State Grants				0	0	0	250,000	0	0	250,000
Total Revenues				**0**	**0**	**0**	**500,000**	**0**	**0**	**500,000**
Photovoltaics Study/Plan	Aviation Preservation	**300,000**	**0**	**0**	**0**	**0**	**300,000**	**0**	**0**	**300,000**
Revenues										
404 - Operating Revenues				0	0	0	15,000	0	0	15,000
404 - Federal Grants				0	0	0	270,000	0	0	270,000
404 - State Grants				0	0	0	15,000	0	0	15,000
Total Revenues				**0**	**0**	**0**	**300,000**	**0**	**0**	**300,000**
Noise Insulation Program Ph. 1 (Construction)	Aviation Preservation	**4,600,000**	**0**	**0**	**0**	**0**	**4,600,000**	**0**	**0**	**4,600,000**
Revenues										
404 - Operating Revenues				0	0	0	460,000	0	0	460,000
404 - Federal Grants				0	0	0	4,140,000	0	0	4,140,000
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**0**	**0**	**4,600,000**	**0**	**0**	**4,600,000**
Taxiway Rehab & Lighting Construction	Aviation Safety	**6,000,000**	**0**	**0**	**0**	**0**	**6,000,000**	**0**	**0**	**6,000,000**
Revenues										
404 - Operating Revenues				0	0	0	300,000	0	0	300,000
404 - Federal Grants				0	0	0	5,400,000	0	0	5,400,000
404 - State Grants				0	0	0	300,000	0	0	300,000
Total Revenues				**0**	**0**	**0**	**6,000,000**	**0**	**0**	**6,000,000**
Public Parking Expansion	Aviation Rev/Ops	**1,000,000**	**0**	**0**	**0**	**0**	**0**	**1,000,000**	**0**	**1,000,000**
Revenues										
404 - Operating Revenues				0	0	0	0	500,000	0	500,000
404 - State Grants				0	0	0	0	500,000	0	500,000
Total Revenues				**0**	**0**	**0**	**0**	**1,000,000**	**0**	**1,000,000**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Terminal Expansion and Rehab	Aviation Preservation	**2,000,000**	**0**	**0**	**0**	**0**	**0**	**2,000,000**	**0**	**2,000,000**
Revenues										
404 - Operating Revenues				0	0	0	0	1,000,000	0	1,000,000
404 - State Grants				0	0	0	0	1,000,000	0	1,000,000
Total Revenues				**0**	**0**	**0**	**0**	**2,000,000**	**0**	**2,000,000**
Vehicle Fleet Upgrade & Conversion	Aviation Preservation	**1,500,000**	**0**	**0**	**0**	**0**	**0**	**1,500,000**	**0**	**1,500,000**
Revenues										
404 - Operating Revenues				0	0	0	0	750,000	0	750,000
404 - State Grants				0	0	0	0	750,000	0	750,000
Total Revenues				**0**	**0**	**0**	**0**	**1,500,000**	**0**	**1,500,000**
Car Wash	Aviation Rev/Ops	**500,000**	**0**	**0**	**0**	**0**	**0**	**500,000**	**0**	**500,000**
Revenues										
404 - Operating Revenues				0	0	0	0	250,000	0	250,000
404 - State Grants				0	0	0	0	250,000	0	250,000
Total Revenues				**0**	**0**	**0**	**0**	**500,000**	**0**	**500,000**
Chillers-Utilities (60/40 Public/Private) Design	Aviation Preservation	**650,000**	**0**	**0**	**0**	**0**	**0**	**650,000**	**0**	**650,000**
Revenues										
404 - Operating Revenues				0	0	0	0	149,500	0	149,500
404 - Federal Grants				0	0	0	0	351,000	0	351,000
404 - State Grants				0	0	0	0	149,500	0	149,500
Total Revenues				**0**	**0**	**0**	**0**	**650,000**	**0**	**650,000**
Runway 9-27 Widen Shoulder and Lighting (Design)	Aviation Safety	**600,000**	**0**	**0**	**0**	**0**	**0**	**600,000**	**0**	**600,000**
Revenues										
404 - Operating Revenues				0	0	0	0	30,000	0	30,000
404 - Federal Grants				0	0	0	0	540,000	0	540,000
404 - State Grants				0	0	0	0	30,000	0	30,000
Total Revenues				**0**	**0**	**0**	**0**	**600,000**	**0**	**600,000**
Photovoltaic Implementation	Aviation Preservation	**1,800,000**	**0**	**0**	**0**	**0**	**0**	**1,800,000**	**0**	**1,800,000**
Revenues										
404 - Operating Revenues				0	0	0	0	90,000	0	90,000
404 - Federal Grants				0	0	0	0	1,620,000	0	1,620,000
404 - State Grants				0	0	0	0	90,000	0	90,000
Total Revenues				**0**	**0**	**0**	**0**	**1,800,000**	**0**	**1,800,000**
NIP Phase 2 Design	Aviation Preservation	**1,675,000**	**0**	**0**	**0**	**0**	**0**	**1,675,000**	**0**	**1,675,000**
Revenues										
404 - Operating Revenues				0	0	0	0	167,500	0	167,500
404 - Federal Grants				0	0	0	0	1,507,500	0	1,507,500
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**0**	**0**	**0**	**1,675,000**	**0**	**1,675,000**

	Project	Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded	Total
Essential Safety & Security Equipment	Aviation Safety	**100,000**	**0**	**0**	**0**	**0**	**0**	**0**	**100,000**	**100,000**
Revenues										
404 - Operating Revenues				0	0	0	0	0	50,000	50,000
404 - State Grants				0	0	0	0	0	50,000	50,000
Total Revenues				**0**	**0**	**0**	**0**	**0**	**100,000**	**100,000**
FDOT #AQE35 KW Planning Studies	Aviation Rev/Ops	**12,616,400**	**0**	**405,197**	**0**	**0**	**0**	**0**	**1,400,000**	**1,400,000**
Revenues										
404 - Operating Revenues				202,599	0	0	0	0	700,000	700,000
404 - State Grants				202,599	0	0	0	0	700,000	700,000
Total Revenues				**405,197**	**0**	**0**	**0**	**0**	**1,400,000**	**1,400,000**
Runway Shoulder Widening	Aviation Safety	**630,000**	**0**	**405,197**	**0**	**0**	**0**	**0**	**630,000**	**630,000**
Revenues										
404 - Operating Revenues				202,599	0	0	0	0	315,000	315,000
404 - State Grants				202,599	0	0	0	0	315,000	315,000
Total Revenues				**405,197**	**0**	**0**	**0**	**0**	**630,000**	**630,000**
Rehab and Expand Term. Facilities	Aviation Rev/Ops	**3,273,698**	**0**	**405,197**	**0**	**0**	**0**	**0**	**3,273,698**	**3,273,698**
Revenues										
404 - Operating Revenues				202,599	0	0	0	0	1,636,849	1,636,849
404 - State Grants				202,599	0	0	0	0	1,636,849	1,636,849
Total Revenues				**405,197**	**0**	**0**	**0**	**0**	**3,273,698**	**3,273,698**
Runway 9-27 Rehab., Shoulder Widening/Lighting Constr.	Aviation Preservation	**8,000,000**	**0**	**0**	**0**	**0**	**0**	**0**	**8,000,000**	**8,000,000**
Revenues										
404 - Operating Revenues				0	0	0	0	0	400,000	400,000
404 - Federal Grants				0	0	0	0	0	7,200,000	7,200,000
404 - State Grants				0	0	0	0	0	400,000	400,000
Total Revenues				**0**	**0**	**0**	**0**	**0**	**8,000,000**	**8,000,000**
NIP Phase 2 Construction	Aviation Preservation	**5,950,000**	**0**	**0**	**0**	**0**	**0**	**0**	**5,950,000**	**5,950,000**
Revenues										
404 - Operating Revenues				0	0	0	0	0	595,000	595,000
404 - Federal Grants				0	0	0	0	0	5,355,000	5,355,000
404 - State Grants				0	0	0	0	0	0	0
Total Revenues				**0**	**0**	**0**	**0**	**0**	**5,950,000**	**5,950,000**
ARFF/Fire Support Equip.	Aviation Safety	**1,000,000**	**0**	**0**	**0**	**0**	**0**	**0**	**1,000,000**	**1,000,000**
Revenues										
404 - Operating Revenues				0	0	0	0	0	50,000	50,000
404 - Federal Grants				0	0	0	0	0	900,000	900,000
404 - State Grants				0	0	0	0	0	50,000	50,000
Total Revenues				**0**	**0**	**0**	**0**	**0**	**1,000,000**	**1,000,000**
Total Key West International Airport		**111,587,007**	**5,708,194**	**5,417,587**	**4,757,010**	**18,328,000**	**19,043,126**	**9,725,000**	**20,353,698**	**72,206,834**
Total-Aviation		**128,368,457**	**6,333,033**	**7,182,602**	**5,731,734**	**23,915,621**	**20,949,376**	**12,180,162**	**22,895,698**	**85,672,591**

MONROE COUNTY
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

Potable Water (Policy 701.1.1)

Project Title		Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Florida Keys Aquaduct Authority									
Distribution Replacement		**10,800,000**		2,300,000	2,100,000	2,100,000	2,100,000	2,200,000	10,800,000
Distribution Replacement-Existing Bond Projects		**2,000,000**		2,000,000	-	-	-	-	2,000,000
Transmission Main Improvements-C-905 Key Largo		**1,800,000**		800,000	1,000,000	-	-	-	1,800,000
Transmission Main Bridge Crossing Over C-111		**1,500,000**		700,000	800,000	-	-	-	1,500,000
Marathon 4 mg Storage Tank		**5,000,000**		250,000	4,750,000	-	-	-	5,000,000
Marathon Service Building		**1,500,000**		1,200,000	300,000	-	-	-	1,500,000
Florida City WW metering Station for Miami-Dade		**150,000**		150,000	-	-	-	-	150,000
Florida City 5 mg Storage Tank		**5,200,000**		-	2,600,000	2,600,000	-	-	5,200,000
Land Purchase-N & W of Florida City WTP		**3,000,000**		-	1,000,000	1,000,000	1,000,000	-	3,000,000
Distribution Pump Stations-Cudjoe & Islamorada		**3,200,000**		-	100,000	100,000	1,500,000	1,500,000	3,200,000
Stock Island Building Renovations		**250,000**		100,000	150,000	-	-	-	250,000
Navy Projects									
Replace Piping at Sigsbee		**550,000**		-	-	-	550,000	-	550,000
Replace Piping at Boca Chica		**350,000**		350,000	-	-	-	-	350,000
Replace Piping at Trumbo		**685,000**		-	-	585,000	100,000	-	685,000
Demo/Replace Storage Tank #69 Trumbo Point		**750,000**		200,000	-	550,000	-	-	750,000
Total - FKAA		**36,735,000**		**8,050,000**	**12,800,000**	**6,935,000**	**5,250,000**	**3,700,000**	**36,735,000**
Revenues - FKAA		**36,735,000**		**8,050,000**	**12,800,000**	**6,935,000**	**5,250,000**	**3,700,000**	**36,735,000**
Monroe County Projects									
Ocean Reef Reverse Osmosis Project		**2,600,000**	**882,833**	**1,717,167**	-	-	-	-	**1,717,167**
Revenues									
304- Infrastructure Sales Surtax				**1,717,167**	-	-	-	-	**1,717,167**
Total		**39,335,000**	**882,833**	**9,767,167**	**12,800,000**	**6,935,000**	**5,250,000**	**3,700,000**	**38,452,167**

MONROE COUNTY
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

Solid Waste (Policy 801.1.1)

Project Title		Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Renovation of Transf Stn Bldg-Cudjoe Transf Stn		**334,000**	-	**334,000**	-	-	-	-	**334,000**
Revenues									
414 - MSD Fund Charges for Service				**334,000**	-	-	-	-	**334,000**
Renovation of Transf Stn Bldg-Long Key Transf Stn		**333,000**	-	**333,000**	-	-	-	-	**333,000**
Revenues									
414 - MSD Fund Charges for Service				**333,000**	-	-	-	-	**333,000**
Renovation of Transf Stn Bldg-Key Largo Transf Stn		**333,000**	-	**333,000**	-	-	-	-	**333,000**
Revenues									
414 - MSD Fund Charges for Service				**333,000**	-	-	-	-	**333,000**
Total		**1,000,000**	-	**1,000,000**	-	-	-	-	**1,000,000**

MONROE COUNTY
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

Sanitary Sewer (Policy 901.1.1)

Project Title		Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Florida Keys Aquaduct Authority									
Key Haven Collection System Improvements		8,400,000	-	5,000,000	3,400,000	-	-	-	8,400,000
Duck Key WWTP Piping Improvements		300,000	-	100,000	200,000	-	-	-	300,000
WW Privitazation-Big Coppitt Connection/Expansion		9,200,000		2,500,000	6,700,000	-	-	-	9,200,000
Layton (E & W Long Key) WW Collection Sys Expansion		1,500,000	-	1,500,000	-	-	-	-	1,500,000
Total - FKAA		**19,400,000**	-	**9,100,000**	**10,300,000**	-	-	-	**19,400,000**
Revenues - FKAA		**19,400,000**	-	**9,100,000**	**10,300,000**	-	-	-	**19,400,000**
Monroe County Projects									
Wastewater Upgrade to County Owned Facilities		**943,487**	**152,987**	**790,500**	-	-	-	-	**790,500**
Revenues									
304 - Infrastructure Sales Surtax				**790,500**	-	-	-	-	**790,500**
Cudjoe Regional Wastewater System		**187,000,000**	**137,798,051**	**28,014,096**	**21,187,853**	-	-	-	**49,201,949**
Revenues									
312 - Cudjoe Regional WW Capital Fund Cap Assessments				-	-	-	-	-	-
125 - State Grants-Mayfield				-	-	-	-	-	-
125 - Federal Grants-EPA Onsite Systems				1,300,000	1,300,000	-	-	-	2,600,000
312 - CWSRF-Loan				26,714,096	19,887,853	-	-	-	46,601,949
304 - Infrastructure Sales Surtax				-	-	-	-	-	-
Total Revenues				**28,014,096**	**21,187,853**	-	-	-	**49,201,949**
Total		**207,343,487**	**137,951,038**	**37,904,596**	**31,487,853**	-	-	-	**69,392,449**

MONROE COUNTY
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

Drainage and Storm Water (Policy 1001.1.1)

Project Title		Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Florida Department of Transportation									
Countywide Drainage Push Button		2,359,674		1,153,126	10,000	574,938	10,000	611,610	2,359,674
Subtotal - FDOT				1,153,126	10,000	574,938	10,000	611,610	2,359,674
Revenues - FDOT				1,153,126	10,000	574,938	10,000	611,610	2,359,674
Monroe County									
Total		2,359,674	-	1,153,126	10,000	574,938	10,000	611,610	2,359,674

MONROE COUNTY
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

Parks and Recreation (Policy 1201.1.1)

Project Title		Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Higgs Beach Master Plan		**3,615,500**	**794,664**	**1,460,125**	**1,033,920**	**326,791**	-	-	**2,820,836**
Revenues									
304 - Infrastructure Sales Surtax				**1,460,125**	**1,033,920**	**326,791**	-	-	**2,820,836**
									-
Rowell's Scenic Overlook		**185,132**	**55,132**	**130,000**	-	-	-	-	**130,000**
Revenues									
121-TDC District 5				-	-	-	-	-	-
125 - State Grants				130,000	-	-	-	-	130,000
				130,000	-	-	-	-	**130,000**
Bernstein Park		**5,323,356**	**348,568**	**3,831,670**	**1,143,118**	-	-	-	**4,974,788**
Revenues									
304 - Infrastructure Sales Surtax				-	-	-	-	-	-
314 - Series 2014 Rev Bonds				3,831,670	1,143,118	-	-	-	4,974,788
Total Project Revenues				**3,831,670**	**1,143,118**	-	-	-	**4,974,788**
Old Seven Mile Bridge		**2,700,000**	-	**2,700,000**	-	-	-	-	**2,700,000**
Revenues									
304 - Infrastructure Sales Surtax				**2,700,000**	-	-	-	-	**2,700,000**
Big Pine Swimming Hole		**2,023,000**	**17,150**	**102,850**	**1,903,000**	-	-	-	**2,005,850**
Revenues									
304 - Infrastructure Sales Surtax (local match)				20,000	1,000,000	-	-	-	1,020,000
125 - State Grants				82,850	903,000	-	-	-	985,850
Total Project Revenues				**102,850**	**1,903,000**	-	-	-	**2,005,850**

		Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Barcelona (Gulf View) Boat Ramp		**115,000**	**39,108**	**75,892**	-	-	-	-	**75,892**
Revenues									
304 - Infrastructure Sales Surtax				75,892	-	-	-	-	75,892
State Road 4A Boat Ramp		**165,000**	**27,828**	**137,172**	-	-	-	-	**137,172**
Revenues									
304 - Infrastructure Sales Surtax				137,172	-	-	-	-	137,172
Harry Harris Park Boat Ramp		**68,000**	**19,964**	**48,036**	-	-	-	-	**48,036**
Revenues									
304 - Infrastructure Sales Surtax				48,036	-	-	-	-	48,036
Public/Private Partnership Mooring Field		**749,416**	**49,416**	**200,000**	**200,000**	**300,000**	-	-	**700,000**
Revenues									
157 - Boating Improvement				200,000	200,000	300,000	-	-	700,000
Key West Lighthouse Restoration		**658,878**	**36,002**	**622,876**	-	-	-	-	**622,876**
Revenues									
117 - TDC District 1				315,026	-	-	-	-	315,026
304 - Infrastructure Sales Surtax (local match)				307,850	-	-	-	-	307,850
Total Project Revenues				**622,876**	-	-	-	-	**622,876**
Pigeon Key Gang Quarters Roof Section Repl		**65,318**	-	**65,318**	-	-	-	-	**65,318**
Revenues									
119 - TDC District 3				65,318	-	-	-	-	65,318
Pigeon Key Ramp Repairs		**952,000**	**42,000**	**5,000**	**905,000**	-	-	-	**910,000**
Revenues									
125 - State Grants				5,000	905,000	-	-	-	910,000
Total		**16,620,600**	**1,429,832**	**9,378,939**	**5,185,038**	**626,791**	-	-	**15,190,768**

MONROE COUNTY
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

Land Development & Land Acquisition (Goal 105, Objectives 101.6 & 102.4)

Project Title		Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Monroe County Land Authority									-
Land Acquisition-Fl Keys ACSC				4,027,998	-	-	-	-	4,027,998
ROGO Reserves				3,406,373	-	-	-	-	3,406,373
Total				**7,434,371**	-	-	-	-	**7,434,371**
Revenues									
Tourist Impact Tax				1,330,000					1,330,000
State Park Surcharge				405,000					405,000
Monroe County Land Authority Fund Balance				5,699,371					5,699,371
Total Revenues				**7,434,371**	-	-	-	-	**7,434,371**
Monroe County									
Land Acquisition Match		**10,000,000**		**6,000,000**	**2,000,000**	**2,000,000**	-	-	**10,000,000**
Revenues									
304 - Infrastructure Sales Surtax				6,000,000	2,000,000	2,000,000	-	-	10,000,000
Total				**13,434,371**	**2,000,000**	**2,000,000**	-	-	**17,434,371**

MONROE COUNTY
Schedule of Capital Improvements
Fiscal Year 2016 - 2020

General Government

Project Title		Project Budget	Appropriated As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
General Government Function Projects									
Jefferson Browne Building Rehabilitation		6,107,968	107,968	-	-	6,000,000	-	-	6,000,000
Revenues									
314 - 2014 Series Revenue Bonds				-	-	6,000,000	-	-	6,000,000
Marathon Gov Center-Renovate Restrooms		142,000		142,000	-	-	-	-	142,000
Revenues									
304 - Infrastructure Sales Surtax				142,000	-	-	-	-	142,000
Gato Building (Painting, ADA Doors)		135,500		135,500	-	-	-	-	135,500
Revenues									
304 - Infrastructure Sales Surtax				135,500	-	-	-	-	135,500
Harvey Gov Center Painting/Repairs		180,000	17,280	162,720	-	-	-	-	162,720
Revenues									
304 - Infrastructure Sales Surtax				162,720	-	-	-	-	162,720
Public Works Compound-Magnolia Street		1,455,000	75,548	1,379,452	-	-	-	-	1,379,452
Revenues									
304 - Infrastructure Sales Surtax				1,379,452	-	-	-	-	1,379,452
Marathon Annex Spalling		110,000		110,000	-	-	-	-	110,000
Revenues									
304 - Infrastructure Sales Surtax				110,000	-	-	-	-	110,000
IT Service Room Cooling		84,000	20,751	63,249	-	-	-	-	63,249
Revenues									
304 - Infrastructure Sales Surtax				63,249	-	-	-	-	63,249

		Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Energy Retrofit		111,000	147	110,853	-	-	-	-	110,853
Revenues									
304 - Infrastructure Sales Surtax				110,853	-	-	-	-	110,853
MEN Gov Center Generator		214,085	149,308	64,777	-	-	-	-	64,777
Revenues									
125-State Grants				9,777	-	-	-	-	9,777
304 - Infrastructure Sales Surtax				55,000					
KL Park Duplex Spalling		79,000	3,750	75,250	-	-	-	-	75,250
Revenues									
304 - Infrastructure Sales Surtax				75,250	-	-	-	-	75,250
VOIP Telephone System		880,000		880,000	-	-	-	-	880,000
Revenues									
304 - Infrastructure Sales Surtax				880,000	-	-	-	-	880,000
Various Public Works Projects		1,525,424		1,525,424	-	-	-	-	1,525,424
Revenues									
304 - Infrastructure Sales Surtax				1,525,424	-	-	-	-	1,525,424
									-
Total-General Government Function		11,023,977	374,752	4,649,225	-	6,000,000	-	-	10,649,225

Public Safety Function Projects									
MCDC Sprinkler Piping Replacement		330,405	121,030	209,375	-	-	-	-	209,375
Revenues									
304 - Infrastructure Sales Surtax				209,375	-	-	-	-	209,375
Fire/EMS Vehicle Replacement		1,975,000	1,105,170	869,830	-	-	-	-	869,830
Revenues									
304 - Infrastructure Sales Surtax				869,830	-	-	-	-	869,830
Key Largo Fire Vehicle & Hydrants		850,000	229,450	620,550	-	-	-	-	620,550
Revenues									
304 - Infrastructure Sales Surtax				620,550	-	-	-	-	620,550

		Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Summerland Key Fire Station		4,525,000	21,900	3,578,100	925,000	-	-	-	4,503,100
Revenues									
314 - 2014 Series Revenue Bonds				3,578,100	925,000	-	-	-	4,503,100
Fire Training Academy-Crawl Key		2,200,000	350,739	1,849,261	-	-	-	-	1,849,261
Revenues									
314 - 2014 Series Revenue Bonds				1,849,261	-	-	-	-	1,849,261
MCDC Paint Building		208,000	147,900	60,100	-	-	-	-	60,100
Revenues									
304 - Infrastructure Sales Surtax				60,100	-	-	-	-	60,100
Medical Examinger Chillers		90,000		90,000	-	-	-	-	90,000
Revenues									
304 - Infrastructure Sales Surtax				90,000	-	-	-	-	90,000
MCSO Stock Island Elevator Upgrade		90,000	67,152	22,848	-	-	-	-	22,848
Revenues									
304 - Infrastructure Sales Surtax				22,848	-	-	-	-	22,848
MCDC Chillers		500,000	46,350	453,650	-	-	-	-	453,650
Revenues									
308 - 2007 Series Revenue Bonds				453,650	-	-	-	-	453,650
MCSO Roof Replacement		157,857		157,857	-	-	-	-	157,857
Revenues									
308 - 2007 Series Revenue Bonds				157,857	-	-	-	-	157,857
Ocean Reef Fire/Rescue Vehicles		1,000,000		1,000,000	-	-	-	-	1,000,000
Revenues									
304 - Infrastructure Sales Surtax				1,000,000	-	-	-	-	1,000,000
Fire Hydrants-Dist 1		150,000		150,000	-	-	-	-	150,000
Revenues									
304 - Infrastructure Sales Surtax				150,000	-	-	-	-	150,000
Total-Public Safety Function		12,076,262	2,089,691	9,061,571	925,000	-	-	-	9,986,571

		Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Physical Environment Function Projects									
Canal Master Plan		7,300,000	4,778,006	2,521,994	-	-	-	-	2,521,994
Revenues									
125-State Grants				-	-	-	-	-	-
304 - Infrastructure Sales Surtax				2,521,994	-	-	-	-	2,521,994
Dagny Johnson Restoration		713,635	12,473	701,162	-	-	-	-	701,162
Revenues									
160 - Environmental Resoration				701,162	-	-	-	-	701,162
Total-Physical Environment Function		8,013,635	4,790,479	3,223,156	-	-	-	-	3,223,156
Economic Environment Function Projects									
Gulf Seafood Land Acquisition		7,000,000		7,000,000	-	-	-	-	7,000,000
Revenues									
125-State Grants				2,000,000	-	-	-	-	2,000,000
304 - Infrastructure Sales Surtax				5,000,000					
Human Services Function Projects									
Key West Senior Center		739,225	165,176	574,049	-	-	-	-	574,049
Revenues									
304 - Infrastructure Sales Surtax				574,049	-	-	-	-	574,049
Culture & Recreation Function Projects									
Marathon Library Spalling Repair		110,000		110,000	-	-	-	-	110,000
Revenues									
304 - Infrastructure Sales Surtax				110,000	-	-	-	-	110,000
Marathon Library		4,500,000	803	2,257,197	2,242,000	-	-	-	4,499,197
Revenues									
314 - 2014 Series Revenue Bonds				2,257,197	2,242,000	-	-	-	4,499,197
Total Culture & Recreation Function		4,610,000	803	2,367,197	2,242,000	-	-	-	4,609,197

		Budget	As of 9/30/15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Court Related Function Projects									
PK Courthouse & Jail		**24,600,000**	**109,940**	**2,090,060**	**7,250,000**	**8,950,000**	**6,200,000**	-	**24,490,060**
Revenues									
314 - 2014 Series Revenue Bonds				**2,090,060**	**7,250,000**	**8,950,000**	**6,200,000**	-	**24,490,060**
Total Court Related Function		**68,063,099**	**7,530,841**	**28,965,258**	**10,417,000**	**14,950,000**	**6,200,000**	-	**60,532,258**
									-
Total		**103,073,338**	**14,774,093**	**47,565,245**	**13,584,000**	**20,950,000**	**6,200,000**	-	**88,299,245**

Exhibit C.

Data & Analysis

Centennial FDOT 1915 ★ 2015 Florida Department of

TRANSPORTATION

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Office of Work Program and Budget Lisa Saliba - Director

Five Year Work Program

Selection Criteria	
District 06 (Updated: 12/13/2015-19:15:01)	2016-2020 AD Monroe County

Display current records in a Report Style
Display current records in an Excel Document

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW — District 06 - Monroe County
Description: CARD SOUND RD BRIDGE OVER INTRACOASTAL WATERWAY (BRIDGE # 904990)
Type of Work: BRIDGE-REPAIR/REHABILITATION — View Scheduled Activities
Item Number: 431917-2
Length: 0.524 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$5,006,403	$230,597			

Project Summary

Transportation System: OFF STATE HWY SYS/OFF FED SYS — District 06 - Monroe County
Description: CITY OF KEY WEST - AMELIA ST ENHANCEMENTS BAHAMA CONNECTIVITY (PH 1)
Type of Work: BIKE LANE/SIDEWALK — View Scheduled Activities
Item Number: 436671-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:					$2,043,479

Project Summary

Transportation System: OFF STATE HWY SYS/OFF FED SYS — District 06 - Monroe County
Description: CITY OF KEY WEST - GERALDINE STREET ENHANCEMENTS
Type of Work: FLEXIBLE PAVEMENT RECONSTRUCT. — View Scheduled Activities
Item Number: 435497-1
Length: 0.061 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:		$356,444			

Project Summary

Transportation System: OFF STATE HWY SYS/OFF FED SYS — District 06 - Monroe County
Description: CITY OF KEY WEST - GREENE STREET CORRIDOR ADA RAMP INSTALLATION
Type of Work: SIDEWALK — View Scheduled Activities
Item Number: 436674-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020

Highways/Construction					
Amount:				$256,800	

Project Summary

Transportation System: OFF STATE HWY SYS/OFF FED SYS — District 06 - Monroe County
Description: CITY OF KEY WEST - SOUTHARD STREET (INCLUDES SIDEWALKS)
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 435497-2
Length: 0.172 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:			$1,004,409		

Project Summary

Transportation System: TRANSIT — District 06 - Monroe County
Description: CITY OF KEY WEST-DOT -FTA SECTION 5311 OPERATING ASSISTANCE
Type of Work: OPERATING FOR FIXED ROUTE — View Scheduled Activities
Item Number: 428977-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Transit/Operations					
Amount:	$1,064,000				

Project Summary

Transportation System: TRANSIT — District 06 - Monroe County
Description: CITY OF KEY WEST-DOT FTA SECTION 5311 OPERATING ASSISTANCE
Type of Work: OPERATING FOR FIXED ROUTE — View Scheduled Activities
Item Number: 430951-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Transit/Operations					
Amount:		$1,098,758			

Project Summary

Transportation System: TRANSIT — District 06 - Monroe County
Description: CITY OF KEY WEST-DOT FTA SECTION 5311 OPERATING ASSISTANCE
Type of Work: OPERATING FOR FIXED ROUTE — View Scheduled Activities
Item Number: 432943-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Transit/Operations					
Amount:			$1,074,546		

Project Summary

Transportation System: TRANSIT — District 06 - Monroe County
Description: CITY OF KEY WEST-DOT FTA SECTION 5311 OPERATING ASSISTANCE
Type of Work: OPERATING FOR FIXED ROUTE — View Scheduled Activities
Item Number: 434896-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Transit/Operations					
Amount:				$1,128,276	$1,184,688

Project Summary

Transportation System: TRANSIT — District 06 - Monroe County
Description: CITY OF KEY WEST-DOT FTA SECTION 5339 CAPITAL ASSISTANCE
Type of Work: OPERATING FOR FIXED ROUTE — View Scheduled Activities
Item Number: 435045-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Transit/Capital					
Amount:	$58,060				

Project Summary

Transportation System: TRANSIT
Description: CITY OF KEY WEST-DOT FTA SECTION 5339 CAPITAL ASSISTANCE
Type of Work: OPERATING FOR FIXED ROUTE
Item Number: 435045-2

District 06 - Monroe County
View Scheduled Activities

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Transit/Capital					
Amount:		$59,526	$61,312	$63,151	$52,037

Project Summary

Transportation System: TRANSIT
Description: CITY OF KEY WEST-DOT LOWER KEYS SHUTTLE BUS FLEET REPLACEMENT SEC 5311
Type of Work: PURCHASE VEHICLES/EQUIPMENT
Item Number: 405247-3

District 06 - Monroe County
View Scheduled Activities

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Transit/Capital					
Amount:	$1,053,002	$924,215	$1,016,503		

Project Summary

Transportation System: TRANSIT
Description: CITY OF KEY WEST-DOT LOWER KEYS SHUTTLE BUS SERVICE
Type of Work: OPERATING FOR FIXED ROUTE
Item Number: 415173-6

District 06 - Monroe County
View Scheduled Activities

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Transit/Operations					
Amount:	$706,000	$706,000	$360,000	$360,000	$385,460

Project Summary

Transportation System: TRANSIT
Description: CITY OF KEY WEST-DOT STATE TRANSIT BLOCK GRANT
Type of Work: OPERATING FOR FIXED ROUTE
Item Number: 428980-1

District 06 - Monroe County
View Scheduled Activities

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Transit/Operations					
Amount:	$430,474				

Project Summary

Transportation System: TRANSIT
Description: CITY OF KEY WEST-DOT STATE TRANSIT BLOCK GRANT
Type of Work: OPERATING FOR FIXED ROUTE
Item Number: 428980-2

District 06 - Monroe County
View Scheduled Activities

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Transit/Operations					
Amount:		$430,276			

Project Summary

Transportation System: TRANSIT
Description: CITY OF KEY WEST-DOT STATE TRANSIT BLOCK GRANT

District 06 - Monroe County

Type of Work: OPERATING FOR FIXED ROUTE
View Scheduled Activities
Item Number: 432936-4

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Transit/Operations					
Amount:				$455,972	

Project Summary

Transportation System: TRANSIT
District 06 - Monroe County
Description: CITY OF KEY WEST-DOT STATE TRANSIT BLOCK GRANT
Type of Work: OPERATING FOR FIXED ROUTE
View Scheduled Activities
Item Number: 432937-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Transit/Operations					
Amount:			$441,400		

Project Summary

Transportation System: TRANSIT
District 06 - Monroe County
Description: CITY OF KEY WEST-DOT STATE TRANSIT BLOCK GRANT
Type of Work: OPERATING FOR FIXED ROUTE
View Scheduled Activities
Item Number: 436702-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Transit/Operations					
Amount:					$478,770

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW
District 06 - Monroe County
Description: CITY OF MARATHON - AVIATION BLVD BICYCLE PATH IMPROVEMENTS PHASE 1
Type of Work: BIKE PATH/TRAIL
View Scheduled Activities
Item Number: 436623-1
Length: 1.825
View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$100,000				
Highways/Construction					
Amount:				$1,005,000	
Item Total:	$100,000			$1,005,000	

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW
District 06 - Monroe County
Description: CITY OF MARATHON - COCO PLUM RECREATIONAL TRAIL PEDESTRIAN BRIDGE
Type of Work: BIKE PATH/TRAIL
View Scheduled Activities
Item Number: 431977-1
Length: 0.007

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$446				
Highways/Construction					
Amount:	$4,954				
Item Total:	$5,400				

Project Summary

Transportation System: AVIATION
District 06 - Monroe County

Description: FL KEYS MARATHON AIRPORT ADDITIONAL ESSENTIAL AIRPORT EQUIPMENT
Type of Work: AVIATION CAPACITY PROJECT
Item Number: 433401-1
View Scheduled Activities

(2)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:			$250,000		

Project Summary

Transportation System: AVIATION
Description: FL KEYS MARATHON AIRPORT AUTOMATED WEATHER OBSERVATION SYSTEM RELOCATN
Type of Work: AVIATION SAFETY PROJECT
Item Number: 436757-1
District 06 - Monroe County
View Scheduled Activities

(3)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:					$240,000

Project Summary

Transportation System: AVIATION
Description: FL KEYS MARATHON AIRPORT CONSTRUCT 11 REPLACEMENT HANGARS
Type of Work: AVIATION SAFETY PROJECT
Item Number: 431131-2
District 06 - Monroe County
View Scheduled Activities

(4)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:	$970,400	$1,250,000	$254,037		$583,942

Project Summary

Transportation System: AVIATION
Description: FL KEYS MARATHON AIRPORT FUEL FARM RELOCATION
Type of Work: AVIATION REVENUE/OPERATIONAL
Item Number: 436760-1
District 06 - Monroe County
View Scheduled Activities

(5)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:					$1,152,000

Project Summary

Transportation System: AVIATION
Description: FL KEYS MARATHON AIRPORT RENTAL CARWASH FACILITY
Type of Work: AVIATION REVENUE/OPERATIONAL
Item Number: 435272-2
District 06 - Monroe County
View Scheduled Activities

(6)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:				$330,000	

Project Summary

Transportation System: AVIATION
Description: FL KEYS MARATHON AIRPORT TERMINAL EXPANSION
Type of Work: AVIATION CAPACITY PROJECT
Item Number: 433404-1
District 06 - Monroe County
View Scheduled Activities

(7)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:				$2,201,181	

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: FL KEYS MARATHON APT CORPORATE HANGARS
Type of Work: AVIATION REVENUE/OPERATIONAL — View Scheduled Activities
Item Number: 431131-5

(8)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:		$2,500,000			

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: FL KEYS MARATHON APT TAXIWAY REHAB & LIGHTING/NEW TAXIWY CONNECTOR CST
Type of Work: AVIATION CAPACITY PROJECT — View Scheduled Activities
Item Number: 436762-1

(9)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:					$355,200

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW — District 06 - Monroe County
Description: GARRISON BIGHT BRIDGE AT PALM AVE. & NO. ROOSEVELT BLVD (BR# 904025)
Type of Work: BRIDGE-REPAIR/REHABILITATION — View Scheduled Activities
Item Number: 431918-1
Length: 0.033

(10) ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$265,000				

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW — District 06 - Monroe County
Description: GARRISON BIGHT BRIDGE AT PALM AVE. & NO. ROOSEVELT BLVD (BR# 904025)
Type of Work: BRIDGE-REPAIR/REHABILITATION — View Scheduled Activities
Item Number: 431918-2
Length: 0.033

(11) ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:		$1,492,714	$34,724		

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L AIRPORT BAGGAGE SYSTEM REHAB
Type of Work: AVIATION CAPACITY PROJECT — View Scheduled Activities
Item Number: 433393-1

(12)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:			$2,550,000		

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L AIRPORT ESSENTIAL AIRPORT EQUIPMENT
Type of Work: AVIATION SAFETY PROJECT — View Scheduled Activities
Item Number: 433394-1

(13)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:			$500,000		$100,000

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L AIRPORT FUEL FARM FIRE SUPPRESSION SYSTEM
Type of Work: AVIATION CAPACITY PROJECT — View Scheduled Activities
Item Number: 433395-1

(14)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:			$1,100,000		

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L AIRPORT MAINTENANCE FACILITY
Type of Work: AVIATION CAPACITY PROJECT — View Scheduled Activities
Item Number: 433399-1

(15)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:			$500,000		
Freight Logistics And Passenger Operations Program: Intermodal/Capital					
Amount:			$1,013,126		
Item Total:			$1,513,126		

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L AIRPORT PUBLIC PARKING EXPANSION
Type of Work: AVIATION REVENUE/OPERATIONAL — View Scheduled Activities
Item Number: 435270-1

(16)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:				$1,000,000	

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L AIRPORT REHAB & EXPAND TERMINAL FACILITIES
Type of Work: AVIATION CAPACITY PROJECT — View Scheduled Activities
Item Number: 436772-1

(17)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:					$3,273,698

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L AIRPORT RENTAL CAR FACILITY
Type of Work: AVIATION CAPACITY PROJECT — View Scheduled Activities
Item Number: 433398-1

(18)

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:		$1,323,034	$4,000,000		

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L AIRPORT RENTAL CARWASH FACILITY
Type of Work: AVIATION REVENUE/OPERATIONAL — View Scheduled Activities
Item Number: 435272-1

19

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:				$500,000	

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L AIRPORT RUNWAY SHOULDER WIDENING
Type of Work: AVIATION CAPACITY PROJECT — View Scheduled Activities
Item Number: 433410-1

20

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:					$630,000

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L AIRPORT TERMINAL ANNEX MODIFICATION II AND III
Type of Work: AVIATION PRESERVATION PROJECT — View Scheduled Activities
Item Number: 431133-7

21

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:	$597,202	$2,928,000			

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L AIRPORT TERMINAL EXPANSION AND REHAB
Type of Work: AVIATION REVENUE/OPERATIONAL — View Scheduled Activities
Item Number: 435270-2

22

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:				$2,000,000	

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L AIRPORT UPGRADE M I R.L.S TO H I.R.L S RUNWAY LIGHTS
Type of Work: AVIATION CAPACITY PROJECT — View Scheduled Activities
Item Number: 433397-1

23

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:			$1,000,000		

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L AIRPORT VEHICLE FLEET UPGRADE AND CONVERSION
Type of Work: AVIATION REVENUE/OPERATIONAL — View Scheduled Activities
Item Number: 435270-3

24

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:				$1,500,000	

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L APT AIRCRAFT RESCUE AND FIRE FIGHTING EQUIPMENT
Type of Work: AVIATION SAFETY PROJECT — View Scheduled Activities
Item Number: 431133-9

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:		$500,000			

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L APT AIRFIELD SECURITY IMPROVEMENTS
Type of Work: AVIATION SECURITY PROJECT — View Scheduled Activities
Item Number: 437919-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:	$555,480				

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L APT CONSTRUCT HANGARS
Type of Work: AVIATION SAFETY PROJECT — View Scheduled Activities
Item Number: 431133-2

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:		$3,500,000			

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: KEY WEST INT'L APT MASTER PLAN UPDATES
Type of Work: AVIATION PRESERVATION PROJECT — View Scheduled Activities
Item Number: 431133-8

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:	$100,000				

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW — District 06 - Monroe County
Description: MONROE CO SCOP CONTINGENCY SMALL CO OUTREACH PROG — CONTINGENCY
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 424216-3

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:		$1,000		$296,380	

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: MONROE CO. AIRPORTS AIRPORT IMPROVEMENTS DDR & DPTO CONTINGENCY — CONTINGENCY
Type of Work: AVIATION REVENUE/OPERATIONAL — View Scheduled Activities
Item Number: 410734-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					

Amount:		$250,000			$350,000

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: MONROE COUNTY AIRPORTS PLANNING STUDIES
Type of Work: AVIATION CAPACITY PROJECT — View Scheduled Activities
Item Number: 433400-1

31

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:		$800,000	$1,400,000		$1,400,000

Project Summary

Transportation System: AVIATION — District 06 - Monroe County
Description: MONROE COUNTY AIRPTS PLANNING STUDY KEY WEST & MARATHON APTS
Type of Work: AVIATION PRESERVATION PROJECT — View Scheduled Activities
Item Number: 254269-2

32

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Freight Logistics And Passenger Operations Program: Aviation/Capital					
Amount:	$1,300,000	$925,000			

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: MONROE COUNTY DDR ARTERIAL RESERVE — RESERVE
Type of Work: FUNDING ACTION — View Scheduled Activities
Item Number: 250540-5

33 ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:		$2,568,135		$152,235	

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: MONROE COUNTY DDR RESURFACING TARGET RESRVE (URBN) — TARGET
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 250540-4

34 ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:				$1,000	

Project Summary

Transportation System: NON-SYSTEM SPECIFIC — District 06 - Monroe County
Description: MONROE COUNTY LONG RANGE TRANSPORT PLAN
Type of Work: PLANNING MODELS/DATA UPDATE — View Scheduled Activities
Item Number: 252228-1

35 ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Transportation Planning/Planning					
Amount:	$300,000	$300,000	$300,000	$300,000	$300,000

Project Summary

Transportation System: NON-SYSTEM SPECIFIC — District 06 - Monroe County
Description: MONROE COUNTY LOWER KEYS SCENIC HIGHWAY VIEWING AREA
Type of Work: WAYSIDE PARK — View Scheduled Activities
Item Number: 435511-1

36 ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Miscellaneous/Construction					
Amount:		$903,000			

Project Summary

Transportation System: NON-SYSTEM SPECIFIC — District 06 - Monroe County
Description: MONROE COUNTY PUBLIC INFORMATION OUT OF D-6 CONSTRUCTION OFFICE
Type of Work: PUBLIC INFORMATION/EDUCATION — View Scheduled Activities
Item Number: 408302-4

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Miscellaneous/Construction					
Amount:			$200,000	$200,000	$200,000

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: MONROE COUNTY ROWELLS SCENIC OVERLOOK/VIEWING AREA
Type of Work: WAYSIDE PARK — View Scheduled Activities
Item Number: 436675-1 — SIS
Length: 0.120 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$130,000				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: MONROE COUNTYWIDE AGREEMENT-TRAFFIC SIGNALS MAINTENANCE & OPERATIONS
Type of Work: TRAFFIC SIGNALS — View Scheduled Activities
Item Number: 405576-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Operations					
Amount:	$111,412	$115,875	$120,504	$125,594	$130,336

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: MONROE COUNTYWIDE DDR RESURF. CONTINGENCY CATEGORY # 088797 — CONTINGENCY
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 250541-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$89,727				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: MONROE COUNTYWIDE DISTRICT DEDICATED REVENUE FUNDS — CONTINGENCY
Type of Work: MISCELLANEOUS CONSTRUCTION — View Scheduled Activities
Item Number: 250540-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$810				$789,657
Highways/Construction					
Amount:	$362,549	$835,202		$500,000	$500,000
Item Total:	$363,359	$835,202		$500,000	$1,289,657

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: MONROE COUNTYWIDE DRAINAGE PUSH BUTTON CONTRACT
Type of Work: DRAINAGE IMPROVEMENTS — View Scheduled Activities
Item Number: 425865-6

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
12/07/2015		730	0	0.00%

Vendor Name: STRAIGHT AHEAD CONSTRUCTION INC

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$4,000				
Highways/Construction					
Amount:	$1,149,126				
Item Total:	$1,153,126				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: MONROE COUNTYWIDE DRAINAGE PUSH BUTTON CONTRACT
Type of Work: DRAINAGE IMPROVEMENTS — View Scheduled Activities
Item Number: 432695-2

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:		$10,000			
Highways/Construction					
Amount:			$574,938		
Item Total:		$10,000	$674,938		

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: MONROE COUNTYWIDE DRAINAGE PUSHBUTTON PROJECT FOR FY 19-20
Type of Work: DRAINAGE IMPROVEMENTS — View Scheduled Activities
Item Number: 432695-4

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:				$10,000	
Highways/Construction					
Amount:					$611,610
Item Total:				$10,000	$611,610

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: MONROE COUNTYWIDE LIGHTING
Type of Work: ROUTINE MAINTENANCE — View Scheduled Activities
Item Number: 414220-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Maintenance/Bridge/Roadway/Contract Maintenance					
Amount:	$40,305	$41,515	$42,759	$44,042	$45,364

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County

Description: MONROE COUNTYWIDE RESURFACING TARGET (RURL) TARGET
Type of Work: RESURFACING View Scheduled Activities
Item Number: 250540-3

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:					$1,000,000
Highways/Construction					
Amount:					$30,583
Item Total:					$1,030,583

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY District 06 - Monroe County
Description: MONROE COUNTYWIDE TRAFFIC OPERATIONS MISC PUSH BUTTON CONSTRUCTION
Type of Work: TRAFFIC OPS IMPROVEMENT View Scheduled Activities
Item Number: 250566-9

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:		$391,550			

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY District 06 - Monroe County
Description: MONROE COUNTYWIDE TRAFFIC OPERATIONS MISC. PUSH BUTTON CONSTRUCTION
Type of Work: TRAFFIC OPS IMPROVEMENT View Scheduled Activities
Item Number: 434684-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:				$254,768	

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY District 06 - Monroe County
Description: MONROE COUNTYWIDE TRAFFIC OPERATIONS MISC. PUSH BUTTON CONSTRUCTION
Type of Work: TRAFFIC OPS IMPROVEMENT View Scheduled Activities
Item Number: 434684-2

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$503,234				

Project Summary

Transportation System: NON-INTRASTATE STATE HIGHWAY District 06 - Monroe County
Description: OLD 7-MILE BRIDGE WATER TAXI/FERRY SERVICE
Type of Work: FERRY BOAT/WATER TAXI View Scheduled Activities
Item Number: 414545-1
Length: 2.100 View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$375,000	$250,000	$250,000	$250,000	

Project Summary

Transportation System: OFF STATE HWY SYS/OFF FED SYS District 06 - Monroe County
Description: PIGEON KEY RAMP/BRIDGE# 904480 REHAB
Type of Work: BRIDGE-REPAIR/REHABILITATION View Scheduled Activities
Item Number: 436566-1
Length: 0.010

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$5,000				
Highways/Construction					
Amount:		$905,000			
Item Total:	$5,000	$905,000			

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: PLANTATION KEY WEIGH STATION SCALE WEIGHBRIDGES REPLACEMENT
Type of Work: MCCO WEIGH STATION STATIC ONLY — View Scheduled Activities
Item Number: 436764-1
Length: 0.295 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$157,235				

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW — District 06 - Monroe County
Description: RESERVE FOR MONROE CO.-GROWTH MGT SMALL CO. OUTREACH FOR FUTURE PROJS — RESERVE
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 424216-2

S2 ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$230,597		$892,493	$689,660	$1,033,371

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW — District 06 - Monroe County
Description: RESERVE FOR MONROE COUNTY-SMALL CO. OUTREACH PROGRAM FOR FUTURE PROJS — RESERVE
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 424216-1

S3 ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$1,080		$512,973	$516,756	$520,000

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5 - ISLAMORADA FROM MM72 TO NORTH OF MM91
Type of Work: ROUTINE MAINTENANCE — View Scheduled Activities
Item Number: 405798-2

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Maintenance/Bridge/Roadway/Contract Maintenance					
Amount:	$53,898	$53,898	$53,898		

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5 - ISLAMORADA FROM MM72 TO NORTH OF MM91
Type of Work: ROUTINE MAINTENANCE — View Scheduled Activities
Item Number: 405798-3

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Maintenance/Bridge/Roadway/Contract Maintenance					

Amount:				$53,898	$53,898

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/N. ROOSEVELT FROM EISENHOWER DRIVE TO SR 5/US-1
Type of Work: FLEXIBLE PAVEMENT RECONSTRUCT. — View Scheduled Activities
Item Number: 250548-3
Length: 2.952 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
09/08/2011	04/23/2012	914	877	95.95%

Vendor Name: THE DE MOYA GROUP INC

09/08/2011	04/23/2012	914	877	95.95%

Vendor Name: THE DE MOYA GROUP INC.

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Railroad & Utilities					
Amount:	$226,704				
Highways/Construction					
Amount:	$511,747				
Item Total:	$738,451				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OLD 7 MI BRIDGE FROM KNIGHTS KEY TO PIGEON KEY
Type of Work: BRIDGE-REPAIR/REHABILITATION — View Scheduled Activities
Item Number: 413721-2
Length: 1.980 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$11,368				
Highways/Construction					
Amount:		$38,205,976	$210,600		
Highways/Environmental					
Amount:		$300,000			
Item Total:	$11,368	$38,505,976	$210,600		

54 ✓

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HIGHWAY AT CUDJOE KEY FROM MM 20.42 TO MM 23.48
Type of Work: LANDSCAPING — View Scheduled Activities
Item Number: 436466-1
Length: 3.038 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$147,000				
Highways/Construction					
Amount:			$142,155	$811,500	
Item Total:	$147,000		$142,155	$811,500	

55 ✓

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HIGHWAY AT SUGARLOAF KEY FROM MM 15.46 TO MM 20.14
Type of Work: LANDSCAPING — View Scheduled Activities

56 ✓

Item Number: 436467-1
Length: 4.646
View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$172,000				
Highways/Construction					
Amount:				$1,119,870	
Item Total:	$172,000			$1,119,870	

Project Summary
Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HIGHWAY AT SUMMERLAND KEY FROM MM 23 69 TO MM 25.40
Type of Work: LANDSCAPING
View Scheduled Activities
Item Number: 436424-1
Length: 1.731
View Map of Item

57 ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$16,864				
Highways/Construction					
Amount:		$527,875	$123,201		
Item Total:	$16,864	$527,876	$123,201		

Project Summary
Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HIGHWAY OVER CHANNEL 2, BRIDGE # 900097
Type of Work: BRIDGE-REPAIR/REHABILITATION
View Scheduled Activities
Item Number: 436524-1
Length: 0 358
View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$11,599				
Highways/Construction					
Amount:	$1,575,064	$209,100			
Highways/Environmental					
Amount:	$5,000				
Item Total:	$1,591,663	$209,100			

58 ✓

Project Summary
Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HIGHWAY OVER CHANNEL 2, BRIDGE # 900097
Type of Work: BRIDGE-REPAIR/REHABILITATION
View Scheduled Activities
Item Number: 436524-2

59 ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Maintenance/Bridge/Roadway/Contract Maintenance					
Amount:	$1,200,000				

Project Summary
Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HIGHWAY OVER CHANNEL 5 BRIDGE # 900098
Type of Work: BRIDGE-REPAIR/REHABILITATION
View Scheduled Activities
Item Number: 436523-1
Length: 0.935
View Map of Item

60 ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$438,454				
Highways/Construction					
Amount:				$3,236,262	$572,760
Item Total:	$438,454			$3,236,262	$572,760

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HIGHWAY OVER SNAKE CREEK CANAL BRIDGE # 900077
Type of Work: BRIDGE - PAINTING — View Scheduled Activities
Item Number: 436532-1
Length: 0 161 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$167,943				
Highways/Construction					
Amount:					$1,406,370
Item Total:	$167,943				$1,406,370

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY FROM JEROME AVE/MM81.47 TO SMUGLER CV ENT/MM85.58
Type of Work: LANDSCAPING — View Scheduled Activities
Item Number: 432303-1
Length: 4 120 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
08/03/2015		880	0	0.00%

Vendor Name: WEEKLEY ASPHALT PAVING, INC.

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$1,556				
Highways/Construction					
Amount:	$356,725				
Item Total:	$358,281				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY MARATHON KEY FROM MM 47 TO MILEMARKER 55 5
Type of Work: ROUTINE MAINTENANCE — View Scheduled Activities
Item Number: 433051-1

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Maintenance/Bridge/Roadway/Contract Maintenance					
Amount:	$36,809	$37,915	$39,050	$40,222	$41,429

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM ATLANTIC BLVD/MM99 5 TO TARPON BASN DR/MM101.5
Type of Work: LIGHTING — View Scheduled Activities
Item Number: 433508-1 — SIS
Length: 1.788 — View Map of Item

61

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
12/04/2015		120	0	0.00%

Vendor Name: HORSEPOWER ELECTRIC, INC.

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$15,000				
Highways/Construction					
Amount:	$659,940				
Item Total:	$674,940				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM JEROME AVE MM 81.42 TO WHALE HBR CHN,MM84.045
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 425600-3
Length: 2.565 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
09/06/2013	05/05/2014	411	411	100.00%

Vendor Name: GENERAL ASPHALT CO., INC.

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$528,432				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM KNIGHTS KEY, MM47.0 TO COAST GUARD ENT,MM48.0
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 425600-5
Length: 0.834 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
02/10/2014	04/28/2014	282	281	99.65%

Vendor Name: GENERAL ASPHALT CO., INC.

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$290,212				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM MM 38.647 TO MM 39.993 (WITH EXCEPTIONS)
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 436344-1
Length: 1.440 — View Map of Item

62

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$220,000				
Highways/Construction					

Amount:			$2,279,293		
Item Total:	$220,000		$2,279,293		

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM MM 48 TO S. OF 33 STREET (MM 48.70)
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 429187-1
Length: 0.701 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
08/27/2015		150	0	0.00%

Vendor Name: THE DE MOYA GROUP INC.

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$1,727				
Highways/Construction					
Amount:	$292,212				
Item Total:	$293,939				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM MM 77.47 TO MM 81.44
Type of Work: LANDSCAPING — View Scheduled Activities
Item Number: 436430-1
Length: 3.963 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$147,000				
Highways/Construction					
Amount:			$184,275	$1,309,902	
Item Total:	$147,000		$184,275	$1,309,902	

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM MM 90.8/TAV.CRK BRG. TO MM 97/S OF POISONWD RD
Type of Work: LANDSCAPING — View Scheduled Activities
Item Number: 419848-2
Length: 6.561 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
07/24/2014	02/16/2015	923	292	31.64%

Vendor Name: WEEKLEY ASPHALT PAVING, INC

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$23,608				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM MM 93 TO MM 97

63 ✓

64 ✓

Type of Work: RESURFACING — View Scheduled Activities
Item Number: 419848-1
Length: 4.518 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
07/19/2013	01/27/2014	396	396	100.00%

Vendor Name: GENERAL ASPHALT CO., INC.

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$16,221				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM MM 97/S OF POISNWD TO MM 99.6/N OF ATLANTIC
Type of Work: LANDSCAPING — View Scheduled Activities
Item Number: 419853-2 — SIS
Length: 2.568 — View Map of Item

65 ✓

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
07/24/2014	02/16/2015	923	292	31.64%

Vendor Name: WEEKLEY ASPHALT PAVING, INC.

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$20,319				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM N JO-JEAN WAY/MM 92 TO S OF CAMELOT DR/MM 93
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 425600-9
Length: 0.953 — View Map of Item

66

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
07/19/2013	01/27/2014	396	396	100.00%

Vendor Name: GENERAL ASPHALT CO., INC.

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$56,136				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM N OF ATLANTIC/MM99 6 TO N OF ABACO RD/MM 106.3
Type of Work: LANDSCAPING — View Scheduled Activities
Item Number: 419846-2 — SIS
Length: 9.157 — View Map of Item

67 ✓

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
08/18/2014	04/06/2015	953	242	25.39%

Vendor Name: SFM SERVICES, INC

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$20,844				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM N OF OLD SR4A/MM77.5 TO JEROME AVE/MM81.42
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 425600-6
Length: 3.963 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$31,341				
Highways/Right of Way					
Amount:	$11,354				
Highways/Construction					
Amount:	$5,817,309				
Highways/Contract Incentives					
Amount:		$100,000			
Item Total:	$5,860,004	$100,000			

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM S OF 33 ST (MM 48.70) TO N OF 37 ST (MM 49.03)
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 429187-2
Length: 0.333 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$4,761				
Highways/Right of Way					
Amount:	$494,600				
Highways/Construction					
Amount:		$1,967,444	$268,515		
Item Total:	$499,361	$1,967,444	$268,515		

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM S.OF MACDONALD/MM4.5 TO S. OF COPPITT RD/MM9.8
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 429140-1
Length: 5.235 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
08/19/2014	04/27/2015	470	203	43.19%

Vendor Name: GENERAL ASPHALT CO., INC.

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Right of Way					
Amount:	$246,000				
Highways/Construction					
Amount:	$76,748				

68 ✓

Highways/Contract Incentives					
Amount:	$220,000				
Item Total:	$542,748				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM S PINE CHNEL/MM28.75 TO SPANISH HRBR/MM 32.98
Type of Work: LANDSCAPING — View Scheduled Activities
Item Number: 422629-2
Length: 4.329 — View Map of Item

69 ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$11,051				
Highways/Construction					
Amount:		$648,825			
Item Total:	$11,051	$648,825			

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. FROM WHALE HARBOR,MM84.04 TO SMUGLERS CV ENT,MM85.6
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 425600-2
Length: 1.480 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
09/06/2013	05/05/2014	411	411	100.00%

Vendor Name: GENERAL ASPHALT CO., INC.

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$335,659				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. OVER TEA TABLE CHANNEL BRIDGE #900089
Type of Work: BRIDGE-REPAIR/REHABILITATION — View Scheduled Activities
Item Number: 434681-1
Length: 0.152 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$8,547				
Highways/Construction					
Amount:	$1,166,016	$152,725			
Highways/Environmental					
Amount:	$10,000				
Item Total:	$1,184,563	$152,725			

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. PEDESTRIAN BRIDGE OVER MARVIN D ADAMS WATERWAY
Type of Work: PEDESTRIAN/WILDLIFE OVERPASS — View Scheduled Activities
Item Number: 434689-1 — SIS
Length: 0.016

70 ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$477,000				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVERSEAS HWY. SEVEN MILE BRIDGE #900101 OVER MOSER CHANNEL
Type of Work: BRIDGE-REPAIR/REHABILITATION — View Scheduled Activities
Item Number: 433381-1
Length: 6.786 — View Map of Item

71 ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$9,930				
Highways/Construction					
Amount:		$8,774,900			
Item Total:	$9,930	$8,774,900			

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVRSEAS HRT.TRL & SCENIC HWY - VISTAS AT VARIOUS LOCATIONS
Type of Work: BIKE PATH/TRAIL — View Scheduled Activities
Item Number: 428064-1

72 ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$4,091				
Highways/Construction					
Amount:		$1,105,000			
Item Total:	$4,091	$1,105,000			

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVRSEAS HRT.TRL FROM MM 54.5 TO MM 60 (GRASSY KEY)
Type of Work: BIKE PATH/TRAIL — View Scheduled Activities
Item Number: 428083-1
Length: 5.576 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$395,000				
Highways/Construction					
Amount:			$1,640,000		
Item Total:	$395,000		$1,640,000		

Project Summary

Transportation System: NON-INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/OVRSEAS HRT.TRL KEMP CHANNEL BRIDGE (MM 23 6) LAP
Type of Work: BIKE PATH/TRAIL — View Scheduled Activities
Item Number: 418396-1
Length: 0.931 — View Map of Item

73 ✓

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$54,515				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/TRUMAN AVENUE FROM WHITEHEAD STREET TO EISENHOWER DRIVE
Type of Work: RESURFACING - RIDE ONLY — View Scheduled Activities
Item Number: 430670-1
Length: 0.936 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
05/20/2015	08/29/2015	156	140	89.74%

Vendor Name: GENERAL ASPHALT CO., INC

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$4,125				
Highways/Construction					
Amount:	$74,483				
Item Total:	$78,608				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/US-1 FROM ROOSEVELT BLVD TO S. OF MACDONALD
Type of Work: SIDEWALK — View Scheduled Activities
Item Number: 429140-2
Length: 0.604 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
08/19/2014	04/27/2015	470	203	43.19%

Vendor Name: GENERAL ASPHALT CO., INC.

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$164,398				
Highways/Contract Incentives					
Amount:	$32,000				
Item Total:	$196,398				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/US-1 OVER NILES CHANNEL NILES CHNL BRIDGE 900117
Type of Work: BRIDGE-REPAIR/REHABILITATION — View Scheduled Activities
Item Number: 434710-1
Length: 0.863 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$7,414				
Highways/Construction					
Amount:	$1,475,112	$199,875			
Highways/Environmental					
Amount:	$5,000				
Item Total:	$1,487,526	$199,875			

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County

Description: SR 5/US-1 OVERSEAS HWY OVER BOCA CHICA CHNL BRGS# 900003 & 900074
Type of Work: BRIDGE-REPAIR/REHABILITATION — View Scheduled Activities
Item Number: 428267-1
Length: 0.498 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
08/19/2014	04/27/2015	470	203	43.19%

Vendor Name: GENERAL ASPHALT CO., INC.

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$62,770				
Highways/Contract Incentives					
Amount:	$28,000				
Highways/Environmental					
Amount:	$100,000				
Item Total:	$190,770				

76 ✓

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR 5/US-1/LONG KEY V-PIERS REPL. & DEVIATION BLOCK REPAIRS (BR#900094)
Type of Work: BRIDGE-REPAIR/REHABILITATION — View Scheduled Activities
Item Number: 250554-2
Length: 2.306 — View Map of Item

77 ✓

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
01/09/2013	01/13/2014	857	672	78.41%

Vendor Name: JOHNSON BROS. CORPORATION

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	$686,675				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR A1A/S. ROOSEVELT FROM BERTHA ST (STA 0+00) TO RIGGS WILDLIFE PRESER
Type of Work: FLEXIBLE PAVEMENT RECONSTRUCT. — View Scheduled Activities
Item Number: 250548-4
Length: 0.833 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$67,728				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 06 - Monroe County
Description: SR A1A/S. ROOSEVELT FROM BERTHA STREET TO END OF SMATHERS BEACH
Type of Work: FLEXIBLE PAVEMENT RECONSTRUCT. — View Scheduled Activities
Item Number: 250548-8
Length: 0.787 — View Map of Item

Project Detail

Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	$12,454				

Highways/Right of Way					
Amount:	$4,000				
Item Total:	$16,454				

This site is maintained by the Office of Work Program and Budget, located at 605 Suwannee Street, MS 21, Tallahassee, Florida 32399. For additional information please e-mail questions or comments to:
(Lisa Saliba: Lisa.Saliba@dot.state.fl.us or call 850-414-4622)
View Contact Information for Office of Work Program and Budget

Application Home: Work Program
Office Home: Office of Work Program and Budget

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Florida Department of Transportation
Consistent, Predictable, Repeatable

CAPITAL IMPROVEMENT BUDGET

FOR FISCAL YEAR 2016-2020

Description	2016	2017	2018	2019	2020	Estimated five-year expenditures
Ongoing and critical projects						
Distribution replacement	$ 2,300,000	$ 2,100,000	$ 2,100,000	$ 2,100,000	$ 2,200,000	$ 10,800,000
Distribution replacement-existing budgeted bond project completions	2,000,000	-				2,000,000
Transmission main improvements-C-905 Key Largo	800,000	1,000,000	-	-	-	1,800,000
Transmission main bridge crossing over C-111 Canal-18 mile stretch	700,000	800,000				1,500,000
Marathon 4mg storage tank	250,000	4,750,000	-	-	-	5,000,000
Marathon service buildings	1,200,000	300,000	-	-	-	1,500,000
Florida City wastewater metering station for Miami-Dade Cty.	150,000					150,000
Navy projects						
Replace piping at Sigsbee	-	-	-	550,000	-	550,000
Replace piping at Boca Chica	350,000	-	-	-	-	350,000
Replace piping at Trumbo	-	-	585,000	100,000	-	685,000
Demo/replace storage tank #C69 Trumbo Point	200,000	-	550,000	-	-	750,000
Navy wastewater privitazation-Big Coppitt connection/expansion	2,500,000	6,700,000	-	-	-	9,200,000
Projects with dedicated funding sources						
Key Haven collection system improvements	5,000,000	3,400,000	-	-	-	8,400,000
Duck Key WWTP piping improvements	100,000	200,000	-	-	-	300,000
Priority but non-critical projects						
Florida City 5 mg storage tank	-	2,600,000	2,600,000	-	-	5,200,000
Land purchase-N and W of Florida City WTP	-	1,000,000	1,000,000	1,000,000	-	3,000,000
Distribution pump stations-Cudjoe and Islamorada	-	100,000	100,000	1,500,000	1,500,000	3,200,000
Stock Island building renovations	100,000	150,000	-	-	-	250,000
Total	$ 15,650,000	$ 23,100,000	$ 6,935,000	$ 5,250,000	$ 3,700,000	$ 54,635,000

2015/2016 DISTRICT I TWO PENNY PROPOSED BUDGET - FUND 117

DISTRICT I TWO PENNY

TWO PENNY	FY 2016	FY 2015	FY 2015 Expenditures
REVENUE	9,671,300	8,204,689	8,204,689
5% RESERVE STATE STATUTE 129.01	(483,565)	(410,234)	(410,234)
	9,187,735	7,794,455	7,794,455
FUND BALANCE FORWARD REVENUE VARIANCE	1,393,280	1,748,393	1,748,393
FUND BALANCE FORWARD - Contracted Commitments (EVENTS/CAPITAL)	3,529,741	3,338,375	3,338,375
FUND BALANCE FORWARD - SPECIAL BEACH FUND	114,047	121,047	121,047
FUND BALANCE FORWARD EXPENSE VARIANCE	(59,108)	0	0
EVENT RESOURCES BROUGHT FORWARD	0		
CAPITAL RESOURCES BROUGHT FORWARD	381,855		
FUND BALANCE FORWARD - EMERGENCY CONTINGENCY	0	0	0
	14,547,550	13,002,269	13,002,270
ADMINISTRATIVE 3%			
77003 ADMINISTRATIVE SERVICES	200,000	156,103	(156,103)
77003 - ATTORNEY SALARY & BENEFITS	11,368	11,451	(11,451)
77003 - COMMISSIONS & FEES (FINANCE)		1,705	(900)
77003 - UTILITIES	20,000	19,477	(10,000)
77003 - ADMINISTRATIVE RESOURCES	83,479	97,549	0
TOTAL ADMINISTRATIVE	314,847	286,285	(178,454)
ADVERTISING - 85.7%			
77010 - VISITOR INFORMATION SERVICES	333,761	333,761	(333,761)
77010 - GAY & LESBIAN VIS	50,000	50,000	(50,000)
75020 - DAC I AD CAMPAIGN	5,434,727	4,977,042	(4,977,042)
75020 - FCCA CONFERENCE & TRADE SHOW (cruiseship industry)	5,900	4,200	(3,351)
75020 - DAC I WEBCAMS	14,800	18,400	(14,800)
75020 - DAC I PROMOTIONAL RESOURCES	200,000	100,000	0
TOTAL PROMOTIONAL/VIS TOTAL PROMOTIONAL/VIS	6,039,188	5,485,339	(5,378,954)
CAPITAL/MAINTENANCE/SPECIAL PROJECTS			
77040 - CAPITAL PROJECT RESOURCES	3,577,880	381,855	0
77040 - HIGGS BCH CLEAN/MAINTENANCE - MONROE COUNTY PW	134,925	133,853	(133,853)
77040 - HIGGS BCH SAND - MONROE COUNTY PW	25,000	39,000	(39,000)
77040 - HIGGS BCH UTILITIES - MONROE COUNTY PW	90,000	100,000	(95,000)
77040 - HIGGS BCH SALARIES - MONROE COUNTY PW (Thompson - 100%)	71,049	60,989	(60,989)
77040 - HIGGS BCH SAND/REPAIR/MAINTENANCE - MONROE COUNTY PW	15,000	15,000	(15,000)
77040 - HIGGS BCH RE-ESTABLISHMENT OF SHORELINE - FY 2012	0	75,000	(75,000)
77040 - HIGGS BCH OPERATING SUPPLIES - MONROE COUNTY PW	8,500	5,000	(4,800)
77040 - MUSEUM MAINTENANCE - MONROE COUNTY PW	20,000	20,000	(20,000)
77040 - MUSEUM SALARY & BENEFITS - MONROE COUNTY PW . (SANDS - 100%)	53,815	48,940	(48,940)
77040 - MUSEUMS - UTILITIES - MONROE COUNTY PW	25,000	25,000	(25,000)
77040 - MUSEUMS - RISK MGMT. - MONROE COUNTY PW	500	424	0
77040 - W. MARTELLO MEETING ROOM RENO FY 2014	0	163,000	(163,000)
77040 - E. MARTELLO ROOF REPAIR FY 2013 (original $460,761 said needed to carry $90,000 on	0	90,000	(422,437)
77040 - SMATHERS & REST BEACHES CLEAN/MAINTENANCE - CITY OF KEY WEST	0	380,000	(380,000)
77040 - CITY OF KEY WEST VIETNAM VETERAN'S MEMORIAL FY 15	243,475	243,475	0
77040 - TRUMAN WATERFRONT 14	2,000,000	2,000,000	0
77040 - REST BEACH RENOURISHMENT - FY 2012 - CITY OF KEY WEST	0	245,000	(245,000)
77040 - REST BEACH RENOURISHMENT - FY 2013 - CITY OF KEY WEST	0	207,000	(207,000)
77040 - CUSTOM HSE PLUMBING REPAIRS & UPGRADE FY 15	0	19,100	(19,100)
77040 - CUSTOM HOUSE MAJOR & MINOR ELECTRICAL FY 2014	0	21,011	(21,011)
77040 - CUSTOM HOUSE FIRE PROTECTION IMPROVEMENT FY 2014	0	20,912	(20,912)
77040 - KWBGS SECURITY & ACCESSIBILITY ENHANCEMENTS PHASE 3 FY 2014	0	24,900	(24,900)
77040 - M. FISHER MUSEUM LIFE SAFETY & SECURTY FY 15	0	6,308	(6,308)
77040 - MOTE CORAL REEF 15	0	54,000	(54,000)
77040 - KEY WEST LIGHT HOUSE PROJECT FY 15	315,028	342,028	(27,000)
77040 - STUDIOS OF KEY WEST ELEVATOR/WIRING/STAIRWAY/RENO FY 2014	0	151,000	(151,000)
77040 - H. S. TRUMAN KITCHEN RENO & LAWN LIGHTING FY 2014	0	19,500	(19,500)
77040 - WATERFRONT PLAYHOUSE A/C REPLACEMENT, AWNINGS & LIGHTING FY 15	0	171,000	(171,000)
77040 - SCOTTISH RITE MASONIC CENTER RENO PHASE II FY 15	0	300,000	(300,000)
77040 - TENNESSEE WILLIAMS FY 15	350,000	350,000	0
77040 - OLDEST HOUSE ELECTRICAL AND ROOF FY 15	0	16,913	(16,913)
77040 - CUSTOM HOUSE MUSEUM ROOF REPAIRS	170,990	170,990	0
77040 - BOTANICAL GARDEN (Signage; Playground; Garden) FY 15	18,250	18,250	0
77040 - STUDIOS OF KEY WEST PHASE III FY 15	150,000	150,000	0
TOTAL CAPITAL/SPECIAL PROJECTS	6,885,555	6,069,448	(2,766,463)

2015/2016 DISTRICT I TWO PENNY PROPOSED BUDGET - FUND 117

DISTRICT I TWO PENNY

		FY 2015	FY 2015 Expenditures
EVENTS 14.3%			
77030 - NEW EVENTS	100,000	0	0
77030 - FANTASY FEST 2014	0	120,000	(120 000)
77030 - WOMENFEST 2014	0	45,000	(37,676)
77030 - KEY WEST HOLIDAY FEST 2014	0	35,000	(35,000)
77030 - KEY WEST SONGWRITER'S FESTIVAL	0	120,000	(120,000)
77030 - KEY WEST FOOD & WINE FESTIVAL	0	25,000	(25,000)
77030 - KEY WEST FILM FESTIVAL 2014	0	25,000	(25,000)
77030 - TROPICAL HEAT 2014	0	1,052	(1,052)
77030 - PETERSON'S KEY WEST POKER RUN 2014	0	75,000	(72,288)
77030 - NEW YEARS' EVE SHOE DROP 2014	0	10,000	(9,661)
77030 - FLORIDA KEYS OCEAN FESTIVAL	0	10,000	(10,000)
77030 - HEROES & VILLAINS 5K RUN 2014	0	10,000	(6,088)
77030 - WOMENFEST	35,000	35,000	0
77030 - NEW YEAR'S EVE SHOE DROP	10,000	10,000	0
77030 - FKCC SWIM AROUND KEY WEST	0	1,802	(1,802)
77030 - GOOMBAY	10,000	10,000	0
77030 - MEL FISHER DAYS	0	10,000	(10,000)
77030 - FLORIDA KEYS SEAFOOD FESTIVAL	0	17,000	(17,000)
77030 - HEMINGWAY 5K SUNSET	0	10,000	(10,000)
77030 - HEROES AND VILLAINS 5K	10,000	10,000	0
77030 - HOT PINK HOLIDAYS	10,000	10,000	0
77030 - KAMP KEY WEST	0	10,000	(10,000)
77030 - KEY WEST AIR LAND AND SEA	0	10,000	(10,000)
77030 - KEY WEST BREWFEST	17,000	17,000	0
77030 - KEY WEST FILM FESTIVAL	25,000	25,000	0
77030 - KEY WEST HALF MARATHON & 5k	0	35,000	(23,000)
77030 - KEY WEST HOLIDAY FEST	25,000	25,000	0
77030 - KEY WEST PADDLEBOARD	0	10,000	(10,000)
77030 - KEY WEST PRIDE	0	25,000	(25,000)
77030 - KEY WEST WORLD CHAMPIONSHIP	120,000	120,000	
77030 - KEY STOCK MUSIC FESTIVAL	0	10,000	(10,000)
77030 - SUNSET CELEBRATION TALL SHIPS	0	10,000	(10,000)
77030 - TROPICAL HEAT 2015	10,000	10,000	0
77030 - MISS GAY OF USA	0	10,000	(10,000)
77030 - KEY WEST HALLOWEEN HALF MARATHON	10,000	10,000	0
77020 - PR STRINGER FEE	33,075	31,500	(31,500)
77030 - EVENTS RESOURCES	166,983	(0)	0
TOTAL EVENTS/PR STRINGER	612,058	948,354	(640,045)
77050 - HIGGS BEACH SPECIAL FUND		114,047	0
TOTAL HIGGS BEACH SPECIAL FUND	314,047	114,047	0
86531 - COUNTY COST ALLOCATION*This was moved to 116	0	108,639	(108,659)
77090 - EMERGENCY CONTINGENCY	0	0	0
TOTAL DAC I TWO PENNY BUDGET	14,547,550	13,012,110	(9,072,575)

10% RULE (FY 2014 REVENUE)

AVAILABLE FOR BEACH PROJECTS - FY 2016	1,735,943
BEACH PROJECT COMMITMENTS	(342,474)
BALANCE AVAILABLE FOR BEACH PROJECTS	1,393,469

2015/2016 DISTRICT II TWO PENNY PROPOSED BUDGET - FUND 118

DISTRICT II TWO PENNY

	FY 2016	FY 2015	FY 2015 Expenditures
TWO PENNY			
REVENUE			
5% RESERVE STATE STATUTE 129.01	996,200	740 518	740 518
	(49,810)	(37,026)	(37,026)
	946,390	703,492	703,492
FUND BALANCE FORWARD REVENUE VARIANCE	242,898	181,883	181,883
FUND BALANCE FORWARD - Contracted Commitments(EVENTS/CAPITAL)	20,000	157,140	157,140
FUND BALANCE FORWARD EXPENSE VARIANCE	8,386	0	0
EVENT RESOURCES BROUGHT FORWARD	0		
CAPITAL RESOURCES BROUGHT FORWARD	121,584		
FUND BALANCE FORWARD - EMERGENCY CONTINGENCY	0	0	0
BUDGET TO BE ALLOCATED	1,339,258	1,042,515	1,042,515
ADMINISTRATIVE 3%			
78003 - ADMINISTRATIVE SERVICES	20 579	17,144	(17,144)
78003 - ATTORNEY SALARIES/BENEFITS	1,227	1,145	(1,145)
78003 - COMMISSIONS AND FEES (FINANCE)	152	152	(152)
78003 - UTILITIES	2,000	2,232	(2,232)
78003 - ADMINISTRATIVE RESOURCES	11,972	5,888	(5,888)
	36,930	26,561	(26,561)
ADVERTISING 89%			
78010 - VISITOR INFORMATION SERVICES	95,760	95 760	(95,760)
78020 - DAC II AD CAMPAIGN	732,174	653 560	(516,085)
78020 - DAC II WEBCAM	18,400	18,400	(18,400)
78020 - DAC II PROMOTIONAL RESOURCES	0	0	0
TOTAL PROMOTIONAL/VIS	846,334	767,720	(630,245)
CAPITAL/MAINTENANCE/SPECIAL PROJECTS			
78040 - LITTLE DUCK KEY - SALARIES/BENEFITS - MONROE COUNTY PW (PEREZ 100%)	58,331	57,403	(57,403)
78040 - LITTLE DUCK KEY BEACH (VETERAN'S PARK) UTILITIES - MONROE COUNTY PW	10,000	10,000	(10,000)
78040 - LITTLE DUCK KEY BEACH (VETERAN'S PARK) CLEANING - MONROE COUNTY PW	17,802	17,661	(17,661)
78040 - MOTE CORAL REEF RESTOARATION LOWER KEYS WATERS FY 15		54,000	(54 000)
78040 - CAPITAL PROJECT RESOURCES (Includes 121,584)	326,759	121,583	0
TOTAL CAPITAL/SPECIAL PROJECTS	412,892	260,647	(139,064)
EVENTS 11%			
78030 - NEW EVENTS	0	0	0
78030 -	0	0	0
78030 - BIG PINE & LOWER KEYS NAUTICAL FLEA MARKET - 2015	0	15,000	(15,000)
78030 - BIG PINE & LOWER KEYS ISLAND FESTIVAL 2013	0	0	0
78030 - FANTASY FEST 14	0	20,000	(20,000)
78020 - PR STRINGER FEE	11,025	10,500	(10,500)
78030 -	0	0	0
78030 - PETERSON'S POKER RUN 2014	0	15,000	(15 000)
78030 - PETERSON'S POKER RUN 2015	15,000	15,000	0
78030 - SOUTHERNMOST MARATHON 2013	0	0	0
78030 - GRIMAL GROVE HOLIDAY CHOCOLATE FESTIVAL	5,000	5,000	0
78030 - NO NAME RACE 2015	0	175	(175)
78030 - UNDERWATER MUSIC FESTIVAL 2015	0	15,000	(15,000)
78030 - EVENT RESOURCES	13,077	80,863	0
78030 -			
TOTAL EVENTS/PR STRINGER	44,102	176,528	(76,675)
86532 - COUNTY COST ALLOCATION* This was moved to Fund 116	0	27,235	(27,235)
78090 - EMERGENCY CONTINGENCY	0	0	0
	$1,359,258	$ 1,267,078	$ (818,423)

10% RULE (FY 2014 REVENUE)

AVAILABLE FOR BEACH PROJECTS - FY 2016	179,518
BEACH PROJECT COMMITMENTS	(86,133)
BALANCE AVAILABLE FOR BEACH PROJECTS	93,385

2015/2016 DISTRICT III TWO PENNY PROPOSED BUDGET - FUND 119

DISTRICT III TWO PENNY

		FY 2016	FY 2015	FY 2015 Expenditures
TWO PENNY				
REVENUE				
5% RESERVE STATE STATUTE 129.01		2,427,600	2,165,830	2,165,830
		(121,380)	(108,292)	(108,292)
		2,306,220	2,057,538	2,057,538
FUND BALANCE FORWARD REVENUE VARIANCE		248,682	493,644	493,644
FUND BALANCE FORWARD - Contracted Commitments (EVENTS/CAPITAL)		670,638	423,871	423,871
FUND BALANCE FORWARD EXPENSE VARIANCE		26,658		
EVENT RESOURCES BROUGHT FORWARD		0		
CAPITAL RESOURCES BROUGHT FORWARD		0		
FUND BALANCE FORWARD - EMERGENCY CONTINGENCY		0	0	0
BUDGET TO BE ALLOCATED		3,252,198	2,975,054	2,975,054
ADMINISTRATIVE 3%				
79003 - ADMINISTRATIVE SERVICES		57,000	41,775	(41,775)
79003 - ATTORNEY SALARY/BENEFITS		2,353	2,292	(2,292)
79003 - COMMISSIONS & FEES (FINANCE)		300	426	(300)
79003 - UTILITIES		6,000	5,067	(2,000)
79003 - ADMINISTRATIVE RESOURCES		11,794	26,975	0
		77,447	76,535	(46,367)
ADVERTISING 88%				
79010 - VISITOR INFORMATION SERVICES		168,000	168,000	(168,000)
79010 - DAC III AD CAMPAIGN		1,304,326	1,457,403	(1,457,403)
79010 - DAC III WEBCAM		18,400	18,400	(18,400)
79010 - DAC III PROMOTIONAL RESOURCES		0	0	0
	TOTAL PROMOTIONAL/VIB	1,490,726	1,643,803	(1,643,803)
CAPITAL/MAINTENANCE/SPECIAL PROJECTS				
79040 - PIGEON KEY FOUNDATION - GANG QUARTERS BATHROOM REPAIRS FY 15		18,000	18,000	0
79040 - PIGEON KEY FOUNDATION - GANG QUARTERS WINDOW REPAIRS FY 15		0	3,400	(3,400)
79040 - MONROE COUNTY PIGEON KEY- GANG QUARTERS ROOF SECTION REPLACEMENT FY 15		65,316	65,316	0
79040 - DRC - DOLPHIN & SEA LION SHADE STRUCTURE FY 2014		0	40,000	(40,000)
79040 - DRC - INSTALL UV SANITIZER IN SPRAY GROUND FY 2014		0	10,000	(9,368)
79040 - DRC - REPLACE ICE MACHINE FY 2014		0	4,500	(2,607)
79040 - DRC - CONSTRUCT ENVIRONMENTAL SERVICES BUILDING FY 2014		0	87,388	(87,388)
79040 - DRC - CONSTRUCT ANIMAL CARE & TRAINING OFFICE BLDG FY 15		48,120	48,120	0
79040 - DRC - CONSTRUCT WELCOME CENTER BLDG FY 15		421,700	421,700	0
79040 - DRC - RENOVATE FISH HOUSE BLDG FY 15		57,500	57,500	0
79040 - COCO PLUM BEACH CLEANING & MAINTENANCE		42,627	42,627	(42,627)
79040 - SOMBRERO BEACH CLEANING & MAINTENANCE - CITY OF MARATHON - 12/31/2016		65,194	65,194	(65,194)
79040 - OCEANFRONT PARK PHASE 4 - PAVING, SAFETY ELEMENTS, MONUMENT - CITY OF MARATHONFY 2014		0	150,000	(150,000)
79040 - SOMBRERO BCH VOLLEYBALL & LANDSCAPING FY 2014		0	22,025	(22,025)
79040 - OCEANFRONT PARK PHASE 5 - FY 15		0	45,900	(45,900)
79040 - CAPITAL PROJECTS RESOURCES		893,821	0	0
		1,612,498	1,084,547	(468,709)
EVENTS 12%				
79020 - PR & STRINGER FEE		11,025	10,500	(10,500)
79030 - MARATHON GRAND PRIX OF THE SEA FY 14		0	15,109	(15,109)
79030 - FANTASY FEST 2014		0	23,901	(23,901)
79030 - BATTLE IN THE BAY		0	3,207	(3,207)
79030 - FANTASY FEST		30,000	30,000	0
79030 - SOMBRERO BEACH RUN 2015		0	20,000	(20,000)
79030 - WINTER POKER RUN AND REGATTA		0	30,000	(30,000)
79030 - HEROES SALUTE WEEKEND		30,000	30,000	0
79030 - EVENT RESOURCES		820	0	0
	TOTAL EVENTS/PR STRINGER	71,845	164,816	(102,717)
86533 - COUNTY COST ALLOCATION* This was moved to Fund 116		0	16,182	(16,182)
79090 - EMERGENCY CONTINGENCY				
TOTAL DAC III TWO PENNY BUDGET		3,252,198	$ 2,975,054	$ (2,277,758)

10% RULE (FY 2014 REVENUE)	
AVAILABLE FOR BEACH PROJECTS - FY 2016	435,584
BEACH PROJECT COMMITMENTS	(108,021)
BALANCE AVAILABLE FOR BEACH PROJECTS	327,563

2015/2016 DISTRICT IV TWO PENNY DISTRICT PROPOSED BUDGET - FUND 120

DISTRICT IV TWO PENNY

		FY 2016	FY 2015	FY 2015 Expenditures
TWO PENNY				
REVENUE		1,864,900	1,641,469	1,641,469
5% RESERVE STATE STATUTE 129.01		(93,245)	(82,073)	(82,073)
		1,771,655	1,559,396	1,559,396
FUND BALANCE FORWARD REVENUE VARIANCE		212,259	450,027	450,027
FUND BALANCE FORWARD - Contracted Commitments (EVENTS/CAPITAL)		76,398	497,827	497,827
FUND BALANCE FORWARD EXPENSE VARIANCE		131,824	0	0
EVENT RESOURCES BROUGHT FORWARD		0		
CAPITAL RESOURCES BROUGHT FORWARD		282,120		
FUND BALANCE FORWARD - EMERGENCY CONTINGENCY		0		
BUDGET TO BE ALLOCATED		2,474,256	2,507,250	2,507,250
ADMINISTRATIVE 3%				
70003- ADMINISTRATIVE SERVICES		42,100	32,182	(32,182)
70003 - ATTORNEY SALARY/BENEFITS		2,353	2,292	(2,292)
70003 - COMMISSIONS & FEES (FINANCE)		250	335	(250)
70003 - UTILITIES		4,500	3,911	(1,000)
70003 - ADMINISTRATIVE RESOURCES		14,269	21,562	0
	TOTAL ADMINISTRATIVE	63,472	60,283	(35,724)
ADVERTISING 88%				
70020 - VISITOR INFORMATION SERVICES		157,500	157,500	(157,500)
70020 - DAC IV AD CAMPAIGN		1,231,055	1,352,848	(1,352,848)
70020 - DAC IV WEBCAM		20,800	20,800	(20,800)
70020 - DAC IV PROMOTIONAL RESOURCE		100,000	100,000	0
	TOTAL PROMOTIONAL/VIS	1,509,355	1,631,148	(1,631,148)
CAPITAL/MAINTENANCE/SPECIAL PROJECTS				
70040 - ISLAMORADA BEACH CLEANING		45,000	48,139	(45,000)
70040 - DIVING MUSEUM IMPROVING MUSEUM SUSTAINABILITY FY 15		0	5,691	(5,691)
70040 - DIVING MUSEUM ROTATING EXHIBITS FY 2014		0	37,603	(37,603)
70040 - KEYS HISTORY AND DISCOVERY THEATRE		0	164,000	(164,000)
70040 - FOUNDERS PARK PLAYGROUND		0	31,027	(31,027)
70040 - STAGHORN ELKHORN CORAL RESTORATION		0	41,300	(41,300)
70040 - HISTORY OF DIVING ENHANCEMENTS		0	29,729	(29,729)
70040 - CAPITAL RESOURCES		724,425	282,120	0
	TOTAL CAPITAL/SPECIAL PROJECTS	769,425	639,609	(354,350)
EVENTS 12%				
70030 - PUBLIX MAD DOG MANDICH FISHING CLASSIC 2014		0	10,000	(10,000)
70030 - PUBLIX MAD DOG MANDICH FISHING CLASSIC 2015		6,398	6,398	0
70030 - PETERSON'S POKER RUN		10,000	10,000	0
70030 - PETERSON'S POKER RUN 2014		0	10,000	(10,000)
70020 - PR STRINGER FEE		11,025	10,500	(10,500)
70030 - FANTASY FEST 2014		0	15,000	(10,873)
70030 - CONCH SCRAMBLE 'ON THE WATER' 2014		0	9,521	(9,521)
70030 - SWIM FOR ALLIGATOR LIGHTHOUSE		40,000	40,000	0
70030 - MIAMI BOAT SHOW POKER RUN		0	10,000	(10,000)
70030 - FLORIDA KEYS ISLAND FESTIVAL		0	20,000	(20,000)
70030 - UPPER KEYS REEF CRAWL FY 15		10,000	10,000	0
70030 - CONCH SCRAMBLE ON THE WATER FY 15		10,000	10,000	0
70030 - EVENT RESOURCES		44,581	0	0
	TOTAL EVENTS/PR STRINGER	132,004	161,419	(80,894)
COUNTY COST ALLOCATION* This was moved to Fund 116		0	14,790	(14,790)
70090 - EMERGENCY CONTINGENCY				
TOTAL DAC IV TWO PENNY BUDGET		2,474,256	2,507,250	(2,016,908)

10% RULE (FY 2014 REVENUE) 334,533

AVAILABLE FOR BEACH PROJECTS - FY 2016

BEACH PROJECT COMMITMENTS 45,000

BALANCE AVAILABLE FOR BEACH PROJECTS 289,533

2015/2016 DISTRICT V TWO PENNY PROPOSED BUDGET - FUND 121

DISTRICT V TWO PENNY

TWO PENNY	FY 2016	FY 2015	FY 2015 Expenditures
REVENUE			
5% RESERVE STATE STATUTE 129.01	2,040,000	1,665,395	1,665,395
	(102,000)	(83,270)	(83,270)
	1,938,000	1,582,125	1,582,125
FUND BALANCE FORWARD REVENUE VARIANCE	355,875	530,002	530,002
FUND BALANCE FORWARD - Contracted Commitments (EVENTS/CAPITAL)	40,004	215,589	215,589
FUND BALANCE FORWARD EXPENSE VARIANCE	55,222		
EVENT RESOURCES BROUGHT FORWARD	0		
CAPITAL RESOURCES BROUGHT FORWARD	330,634		
FUND BALANCE FORWARD - EMERGENCY CONTINGENCY	0		
	2,719,735	2,327,716	2,327,716
ADMINISTRATIVE 3%			
71003 - ADMINISTRATIVE SERVICES	50,300	40,355	(40,355)
71003 - ATTORNEY SALARY/BENEFITS	2,353	2,292	(2,292)
71003 - UTILITIES	1,200	980	(300)
71003 - ADMINISTRATIVE RESOURCES	18,320	19,737	0
	70,173	63,364	(40,655)
ADVERTISING RESOURCES 89%			
71020 - DAC V ADVERTISING CAMPAIGN	1,428,085	1,183,391	(1,183,391)
75020 -	0	0	0
71020 - DAC V WEBCAMS	24,000	48,998	(24,000)
71020 - VISITOR INFORMATION SERVICES	149,100	149,100	(149,100)
71020 - DAC V PROMOTIONAL RESOURCES	100,000	50,000	(50,000)
TOTAL PROMOTIONAL/VIS	1,702,185	1,431,487	(1,406,491)
CAPITAL/MAINTENANCE/SPECIAL PROJECTS			
71040 - H. HARRIS PARK - UTILITIES - MONROE COUNTY PW	45,000	42,000	(42,000)
71040 - H. HARRIS PARK BEACH CLEANING - MONROE COUNTY PW	25,000	22,000	(22,000)
71040 - H. HARRIS PARK CHILDREN S' PLAYGROUND SHADE SHELTER FY 2014	0	0	0
71040 - FL WILD BIRD REHABILITATION CENTER ACQUISITION OF PROPERTY FY 2014	0	0	0
71040 - MONROE COUNTY KEY LARGO CULTURAL CENTER IMPROVEMENTS FY 2014	0	0	0
71040 - SETTLER'S PARK - SALARIES/BENEFITS - MCPW - (CAPOTE-ABREU/PARKER - 50%)	31,272	30,564	(30,564)
71040 - H. HARRIS PARK - SALARIES/BENEFITS - MCPW - (VACANT - 25%/HERNANDEZ-100%)	68,040	60,987	(60,987)
71040 - CORAL REEF RESTORATION - KEY LARGO WATERS FY 2014	0	0	0
71040 - MONROE COUNTY OLD SETTLERS PARK IMPROVEMENTS FY 15	0	49,200	(49,200)
71040 - MONROE COUNTY ROWELLS BEACH PARK FACILITY FY 15	0	55,132	(55,132)
71040 - CAPITAL PROJECT RESOURCES	671,904	330,634	0
TOTAL CAPITAL/SPECIAL PROJECTS	841,216	590,517	(259,883)
EVENTS 11%			
71030 - BOGART FILM FESTIVAL - FY 2015		0	
71030 - UNCORKED - KEY LARGO & ISLA. FOOD & WINE -	25,000	25,000	0
71030 - KEY LARGO STONE CRAB & SEAFOOD FESTIVAL 2015	0	20,000	(20,000)
71030 - KEY LARGO ORIGINAL MUSIC FESTIVAL 2015	0	30,000	(30,000)
71030 - UNCORKED - KEY LARGO & ISLA. FOOD & WINE - FY 2014	0	25,000	(25,000)
71030 - KEY LARGO BRIDGE RUN	0	0	0
71030 -	5,004	5,004	0
	0	0	0
71030 -	0	0	0
71030 - ORANGE BOWL 2014	0	0	0
71030 - ORANGE BOWL	0	35,000	(35,000)
71030 - JIMMY JOHNSON BILLFISH	0	0	0
71030 - KEY LARGO COLUMBUS REGATTA	0	15,000	(15,000)
71030 - UPPER KEYS REEF CRAWL 15	0	0	0
71020 - PR STRINGER FEE	10,000	10,000	0
71030 - EVENT RESOURCES	11,025	10,500	(10,500)
	55,152	10,000	0
TOTAL EVENTS/PR STRINGER	106,181	185,504	(136,500)
86535 - COUNTY COST ALLOCATION* This was moved to Fund 116	0	53,468	(53,468)
71090 - EMERGENCY CONTINGENCY			
TOTAL DAC V TWO PENNY BUDGET	$2,719,735	$ 2,324,339	$ (1,895,997)

10% RULE (FY 2014 REVENUE)

AVAILABLE FOR BEACH PROJECTS - FY 2016	365,746
BEACH PROJECT COMMITMENTS	(169,312)
BALANCE AVAILABLE FOR BEACH PROJECTS	196,434

Capital Improvement Projects Summary Schedule

Fund (s)	Account #	Revenues	Total Project	Total Project Appropriations	FY2015 Estimated Actual	FY2016 Proposed Budget	FY2017 Proposed Budget	FY2018 Proposed Budget	FY2019 Proposed Budget	FY2020 Proposed Budget
102	312****	Total Fuel Taxes			2,331,568	2,335,000	2,335,000	2,335,000	2,335 000	2,335 000
304	312****	Total Discret Sales Tax 1 Cent			20,011,564	18 500,000	19,000,000	19,500,000	19,500 000	19,500,000
130-135	324****	Total Impact Fees			222,104	232,990	179,845	179,845	179,845	179,845
310-312	325****	Total Special Assessments-CAP			2,781,281	2,781,900	2,781,900	2,781 900	2,781 900	2 781 900
102	335****	Total State Shared Fuel Tax			3,477,966	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
102	344****	Total Services- Transportation			61,926	62,500	62,500	62 500	62,500	62,500
102,130-135, 304-311	361****	Total Interest			157,734	110,842	110,205	110,205	110,205	110,205
102	364****	Total Disposition of Fixed Assets			4,620	0	0	0	0	0
102	369****	Total Miscellaneous			2,044,444	22,700	22 700	22 700	22,700	22 700
102, 304, 311	381****	Total Transfer In from Other Funds			736,264	14,199,065	18 016,891	7 000,000	3 700,000	5,500,000
312-314	384*	Debt Proceeds			64,566,082	40,438,652	14,724,600	0	0	0
102,130-135, 304-311	389001	Total Less 5%				(1 374 118)	(1 399,609)	(1,424 609)	(1,424,607)	(1,424,608)
102,130-135, 304-311	389****	Total Fund Balance Forward			0	34,395,068	21,783,669	16,314,529	8,604,728	10,095,439
		TOTAL REVENUES			96,395,553	115,204,897	81,117,702	50,382,070	39,372,269	42,662,981
		Appropriations								
Fund	Proj #	Project Name								
Physical Environment										
133	30500	Solid Waste Impact Fees	Annual			68,563	73,555	79 315	84,719	90,360
304	PE0300	Long Key WW	700,000			1,400,000				
304	PE1301	WW upgrade Cnty Owned Facilities-FY15	1,165,252		130,478	406,000				
304	PE1302	Canal Master Plan	4,674,209		4,152,215	521,994				
304	PE1401	WW upgrade Cnty Owned Facilities-FY14	407,006		22,506	384,500				
304	PE1500	Upper Keys WW (NKLUC) Ocean Reef	2,600,000		2,000,000	600,000				
304	PE1501	Proposed FY15 Land Acquisitions	2,000,000			2,000,000	2,000,000	2 000,000		
304	PE1506	Gulf View Park Boat Ramp Repairs	115,000		39,108	75,892				
304	PE1507	Harry Harris Park Boat Ramp Repairs	68,000		19,964	48,036				
304	PE1508	State Road 4AS Boat Ramp Repairs	165,000		27,828	137,172				
310	Various	Big Copp WWW (incl Spec Assmnt Funds)	42,629,056	38,120,618	730,938	755,500	755,500	755,500	755,500	755,500
311	Various	Duck Key WW (incl Spec Assmnt Funds)	11,576,852	10,160 933	21,591	671,980	180 537	180,537	180,537	180,537
312	Various	Cudjoe Regional Wastewater System	54,048,000	23,177,958	141,044	21,997,804	10,644,322	8,456,422	3,868,922	3,868,922
		Total Physical Environment		48,281,551	8,067,828	29,067,241	13,653,914	11,471,774	4,889,678	4,895,319
General Government										
304	CG9810	Marathon Courthouse	1,726,291	1,698,802	10,000					
304	CG13/14/15	Various Public Works projects	4,218,468	365,429	3,057,952	1,000,000				
304	CG15*	VOIP Telephone System	880,000			880,000				
308	CG1305	FJC Lobby Expansion	254,911	115,083	7,239					
314	CG1400	Jefferson Browne	13,525,000		50,000	8,000,000				5 475,000
		Total General Government		2,456,227	4,578,189	9,880,000	0	0	0	5,475,000
Culture & Recreation										
131		Parks & Rec Impact Fees (All Districts)	Annual			382,521	455 303	467 919	480,535	493,151
131	29515	Dist 1 Park Prjs (Bay Point)	43,494			16,856				
131	29516	Dist 1 Park Prjs (Big Coppitt)	20,000			20,000				
131	29519	Dist 1 Park Prjs (Bernstein)	32,000	6,600		25,400				
132	30000	Library Impact Fees	Annual			798,585	852,549	877,401	902,253	927 105
132	30002	Library Automation Update	175,000	128,703		21,297				
304	CC1301	Higg's Beach Fitness Trail	120 125	12,500	104,625					
304	CC1402	Higg's Beach Master Plan	3,495,375		526,791	1 934,664	1,033,920			
304	CC1403	Bernstein Park- Stock Island	2,863,756	113 756	73,986					
304	CC1404	Old 7 Mile Bridge	2 700,000			2 700,000				
304	CC1405	Big Pine Swimming Hole	1,000,000				100,000	900,000		
304	CC1407	City-Wide Shade Structures	205,336	102,933	102 403					
314	560630	Capital Outlay-Infrastructure				3 992,517	1,143,118	150,000		
314	25003	Marathon Library	3,087,000		25,000	820,000	2,242,000			
		Total Culture & Recreation		5,145,045	832,784	10,711,840	5,826,690	2,395,320	1,382,788	1,420,256
Public Safety										
134	31000	Police Facilities Impact Fees	Annual			68,494	75,093	87,438	98 966	111 053
135	3150*	Fire & EMS Impact Fees (All Districts)	Annual			53,406	63,169	71 967	79,896	87 000
304	CP14*	Key Largo Fire Truck & Hydrants	850,283	229,733	320 550	300,000				
304	CP15*	Ocean Reef Vehicles	1,000,000		200,000	800,000				
306	CP0601	Fire Station/EMS- Stock Island	4,427 615	3,302,834	27 444	8,500				
308	CP0803	Conch Key Fire Station	2,301,252	2,274 768	20,000					
314	CP1404	Summerland Fire Station	4,500,000		500,000	3,100 000	925,000			
314	CP1405	Training Academy- Crawl Key	1,900,000		400,000	1,800,000				
314	CP1406	PK Jail & Courthouse	10,600,000		250,000	443,750	10,631,250	6,625,000	3,400,000	
		Total Public Safety		6,756,689	3,925,118	6,574,150	11,694,512	6,784,405	3,578,864	198,053
Transportation										
102		Road & Bridge (excl reserves/transfers)	Annual		5,315 746	5,646 728	5,226,641	4,138,433	2,226,641	2,226,641
102		Paving Backlog	7 966,036		217,500	3,216,500	1,888,012	1 322,012	1,322,012	1,322,012
130		Roadway Impact Fee (All Districts)	Annual			255,957	508,040	582,863	654,578	720,401
130	29012	Truman Ped. Bridge Widening-Duck Key	929,520			929 520				
130	29015	CR905 Bike lanes	1 445,813	158 103	2 420,782	63,598				
130	86519	Bdgt Tsfr to 102-reimburse Key Deer Blvd	781,440	687,457	60 592	73 983	18,891			
304	27001	Paving Backlog	8,106,172				1,280,000	4 500,000	2,326,172	
304	CR1501	Lake Surprise	3,179,592	12,264	958,328	2,209,000				
304	CR1502	Sexton Cove	1 764,311	87,220	182,837	1,514,254				
304	CR1503	Stock Island I Project	2,962,088		260,738	2,701 350				
304	CR1504	Stock Island II Project	2,480 000			260,000	2,220,000			
304	CR15*	US1 Bayside Bike/Shared Use Path	145,000			145 000				
304	CR15*	Truman Bridge #904602 Replacement	1 155 000			250,000				
312	22550	Extra Paving- Cudjoe Regional (Trsf fm 102	6,000,000			3,000,000	3,000,000			
		Total Transportation		1,103,364	9,396,523	20,265,588	14,137,584	10,543,308	6,529,403	4,269,054
Other										
102		Reserves/Budgeted Transfers			1 300 422	5,227,672	3,375,355	3,375 355	3 375 355	3 375,355
130		Reserves/Budgeted Transfers								
304		Administrative & Misc.	Annual		579,088	849,479	849,479	849,479	849 479	849,479
308	85570	Reserves	Annual			600,005				
312		Debt Service			50,868,749	20,838,652	14,724,600			
314	85572	Reserves	Annual			1,203,941	1,262,573	225,000	300,000	25,000
304	85532	Fund 304 Reserves	Annual			3,881 088	8,622,309	3,439,698	7 347 141	11,039,804
304	86502	Debt Service	Annual		4,862,236	5 926,100	8,791,925	11,119,170	10,941,000	10,937 000
304	86502	Transfer to Other Funds	Annual		954,233	178,561	178,561	178,561	178,561	178,561
		Total Other			57,264,306	38,705,478	35,804,802	19,187,283	22,991,536	26,405,299
		TOTAL ALL CATEGORIES-APPROPRIATIONS			84,064,748	115,204,897	81,117,702	50,382,070	39,372,269	42,662,981

Annual budgets for Impact Fees are based on the availability of funds.

Monroe County Board of County Commissioners

Fiscal Years 2016 thru 2020 Capital Improvement Program - CIP Appropriation Plan

One Cent Infra-structure Sales Tax

Project Categories	Appropriated To Date	FY 2016 Proposed	Un-Appropriated Subsequent Years FY 2017	FY 2018	FY 2019	FY 2020	5 Year Total	CIP Total
Fund 304 Administrative & Misc.	6,357,015	10,835,208	16,019,985	15,586,908	19,316,181	23,004,944	84,763,226	91,120,241
304-22004 Admin. Costs Engineering 220	579,088	849,479	15,841,424	15,408,347	19,137,620	20,383,158	71,620,028	72,199,116
304-590130 Budgeted Trsf to F130 CR905	737,130	0	0	0	0	0	0	737,130
304-590207 Debt Service '03 & '07 Bonds	4,862,236	5,926,100	0	0	0	0	5,926,100	10,788,336
304-590910 Cost Allocation- 86502	178,561	178,561	178,561	178,561	178,561	178,561	892,805	1,071,366
304-590990 Contingency Reserves 304 85	0	1,890,068	0	0	0	0	1,890,068	1,890,068
304-590991 Cash Balance- Rserves 304 8	0	1,991,000	0	0	0	0	1,991,000	1,991,000
304-590995 Reserves- 590995	0	0	0	0	0	2,443,225	2,443,225	2,443,225
Fund 304 Culture & Recreation	960,672	4,634,664	1,133,920	900,000	0	0	6,668,584	7,629,256
CC1301 Higg's Beach Fitness Trail	120,125	0	0	0	0	0	0	120,125
CC1402 Higg's Beach Master Plan	526,791	1,934,664	1,033,920	0	0	0	2,968,584	3,495,375
CC1403 Bernstein Park	313,756	0	0	0	0	0	0	313,756
CC1602 Old 7 Mile Bridge	0	2,700,000	0	0	0	0	2,700,000	2,700,000
CC1701 Big Pine Swimming Hole	0	0	100,000	900,000	0	0	1,000,000	1,000,000
Fund 304 General Government	1,715,512	1,880,000	0	0	0	0	1,880,000	3,595,512
CG1601 VOIP Telephone System	0	880,000	0	0	0	0	880,000	880,000
CG1602 FY16 Public Works New Request	0	1,000,000	0	0	0	0	1,000,000	1,000,000
CG9810 Marathon Courthouse	1,715,512	0	0	0	0	0	0	1,715,512
Fund 304 Physical Environment	4,392,102	5,573,594	2,000,000	2,000,000	0	0	9,573,594	13,965,696
PE1101 Long Key WW	0	1,400,000	0	0	0	0	1,400,000	1,400,000
PE1301 WW upgrades County facilities	130,478	406,000	0	0	0	0	406,000	536,478
PE1302 Canal Demonstration Projects	4,152,215	521,994	0	0	0	0	521,994	4,674,209
PE1401 FY14 Co Facility WW Upgrades	22,509	384,500	0	0	0	0	384,500	407,009
PE1500 Upper Keys WW NKLUC (Ocean	0	600,000	0	0	0	0	600,000	600,000
PE1501 Land Acquistion Match	0	2,000,000	2,000,000	2,000,000	0	0	6,000,000	6,000,000
PE1506 Gulf View Park Boat Ramp	39,108	75,892	0	0	0	0	75,892	115,000
PE1507 Harry Harris Park Boat Ramp Rep	19,964	48,036	0	0	0	0	48,036	68,000
PE1508 State Road 4A Boat Ramp	27,828	137,172	0	0	0	0	137,172	165,000
Fund 304 Public Safety	1,674,482	1,100,000	0	0	0	0	1,100,000	2,774,482
CP1402 KL Equipment - Fire Truck	300,283	150,000	0	0	0	0	150,000	450,283
CP1403 KL Fire Hydrants	250,000	150,000	0	0	0	0	150,000	400,000
CP1504 Ocean Reef Vehicles	200,000	800,000	0	0	0	0	800,000	1,000,000
CP9902 Marathon EOC	924,199	0	0	0	0	0	0	924,199
Fund 304 Transportation	1,394,167	7,079,604	3,500,000	4,500,000	2,326,172	0	17,405,776	18,799,943
CR1401 Road Paving Back Log	0	0	1,280,000	4,500,000	2,326,172	0	8,106,172	8,106,172
CR1501 Lake Surprise	970,592	2,209,000	0	0	0	0	2,209,000	3,179,592
CR1502 Sexton Cove Road Repair Projec	162,837	1,514,254	0	0	0	0	1,514,254	1,677,091
CR1503 Stock Island I Road Improvement	260,738	2,701,350	0	0	0	0	2,701,350	2,962,088
CR1505 Truman Bridge #904602 Replace	0	250,000	0	0	0	0	250,000	250,000
CR1506 US1 Bayside Shared Use Path Pe	0	145,000	0	0	0	0	145,000	145,000
CR1508 Stock Island II Road Improvemen	0	260,000	2,220,000	0	0	0	2,480,000	2,480,000
Total Project Cost	23,340,263	31,103,070	22,653,905	22,986,908	21,642,353	23,004,944	121,391,180	144,731,443

Means of Financing	Appropriated To Date	FY 2016 Proposed	Un-Appropriated Subsequent Years FY 2017	FY 2018	FY 2019	FY 2020	5 Year Total	CIP Total
Fund 304 1 Cent Infra Sales Tax	0	18,500,000	19,000,000	19,500,000	19,500,000	19,500,000	96,000,000	104,415,507
Fund 304 Fund Balance Forward	0	13,480,570	4,556,405	4,414,408	3,069,853	4,432,444	29,953,680	36,306,762
Fund 304 Interest Earnings	0	50,000	50,000	50,000	50,000	50,000	250,000	253,673
Fund 304 Less 5%	0	-927,500	-952,500	-977,500	-977,500	-977,500	-4,812,500	-4,812,500
Fund 304 Transfer in fm other funds	0	0	0	0	0	0	0	1,254,297
Total Funding	16,546,520	31,103,070	22,653,905	22,986,908	21,642,353	23,004,944	121,391,180	137,937,700

PROPOSED CAPITAL PROJECTS FUNDING PLAN
ONE CENT INFRASTRUCTURE SALES TAX- FUND 304

Revenue					Estm FY15	Fiscal Year FY 16	Fiscal Year FY 17	Fiscal Year FY 18	Fiscal Year FY 19	Fiscal Year FY 20
1 Cent Sales Tax	304	312600GN			20,011,564	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000
Interest Income	304	361005GI			82,970	50,000	50,000	50,000	50,000	50,000
Disposition of fixed assets -Hickory House	304	364001GF			2,000,000					
Miscellaneous Revenue	304	369001GM			23,444					
Duck Key Transfer	304					2,500,000				
Settlements	304	369300GM			1,107,947					
Less 5%	304	389001				(1,127,500)	(1,002,500)	(1,002,500)	(1,002,500)	(1,002,500)
Transfer from Fund 307 Closure	304	381307GT								
Transfer from Fund 312 Advance returned	304	381312GT								
State Grant- M Nelson Generator	304	334100CG	149,308							
Transfer from Grant Fund -125 EOC Construction	304	381125GT								
Transfer from Courthouse- 163 Mthn Courthouse	304	381163GT	840,737							
Transfer from Courthouse- 163 FJC Lobby Expansion	304	381163GT	5,036							
SUBTOTAL REVENUES					23,225,924	21,422,500	19,047,500	19,047,500	19,047,500	19,047,500
Beginning Fund Balance Forward	304	389002		88%		20,102,730	5,976,952	7,389,013	6,330,731	5,419,630
Total Revenue					23,225,924	41,525,230	25,024,452	26,436,513	25,378,231	24,467,130

Appropriations			Total Project Budget	Prior Years Expenditures	Estm FY15	Fiscal Year FY 16	Fiscal Year FY 17	Fiscal Year FY 18	Fiscal Year FY 19	Fiscal Year FY 20
Physical Environment										
Long Key Wastewater - MOVED TO 315	23000	PE1101	700,000	-						
WW upgrades for various county owned facilities	23000	PE1301	1,165,252	628,774	132,885	403,593				
Canal Master Plan	23000	PE1302	6,900,000	225,791	4,152,215	2,521,994				
WW projects removed from Funds 001, 141, 414, 504	23000	PE1401	536,554	129,545	22,509	384,500				
Upper Keys Wastewater NKLUC (Ocean Reef R.O.)	23000	PE1500	2,600,000		900,000	1,700,000				
Proposed FY16 Land Acquisitions - MOVED TO 316	23000	PE1501	6,000,000							
Marine Mammal Conservancy	23000	PE1503	582,156		582,156					
Blimp Road Boat Ramp Repairs and Improvements	23000	PE1505	224,831	24,831	17,720					
Gulf View Park Boat Ramp Repairs and Improvements	23000	PE1506	115,000		135	175,757				
Harry Harris Park Boat Ramp Repairs and Improvements	23000	PE1507	68,000		180	107,856				
State Road 4AS Boat Ramp Repairs and Improvements	23000	PE1508	165,000		135	157,172				
TOTAL Physical Environment			19,056,793	1,008,941	5,807,935	5,450,872	0	0	0	0

PROPOSED CAPITAL PROJECTS FUNDING PLAN
ONE CENT INFRASTRUCTURE SALES TAX- FUND 304

General Government				Total Project Budget	Prior Years Expenditures	Estm FY15	Fiscal Year FY 16	Fiscal Year FY 17	Fiscal Year FY 18	Fiscal Year FY 19	Fiscal Year FY 20
Marathon Courthouse		24000	CG9810	1,726,291	1,716,291	0	10,000				
FY14 Public Works Capital Projects	*see list below	24000	CG1400	1,268,933	334,472						
FY15 Public Works/Corrections CIP	**see list below	24000	CG1500	1,393,000			525,424				
KL Library Restroom		24000	CG1404*	27,946			0				
PW Bucket Truck		24000	CG1405*	97,000			0				
Bayshore Manor Emergency Repairs		24000	CG1406	216,352	186,352	30,000	0				
KL Park Fencing		24000	CG1407*	8,400			0				
Nelson Govt Center Pavers		24000	CG1408*	22,746			0				
KL Park Roof Repairs		24000	CG1409*	16,000			0				
Harry Harris Park Fencing		24000	CG1410*	17,750			0				
M Nelson Generator		24000	CG1411*	159,085	149,308	5,366	59,511				
FJC- Acoustics		24000	CG1412	356,700	14,611	342,089	0				
Islamorada Library Roof		24000	CG1414*	15,500			15,000				
Harvey Sr Center/Nutrition Site	Total Prj $739,225	24000	CG1413*	739,225		160,000	548,268				
Key Largo Library Roof		24000	CG1415*	32,000		32,000					
Magnolia Street- PW offices		24000	CG1416	955,000	41,725	33,680	1,379,595				
PW Trucks		24000	CG1501	208,000		110,000	98,000				
MCDC UPS Battery System Replacement		24000	CG1502	40,000		21,762	0				
Veteran's Park Pavilion		24000	CG1503	10,000		10,000					
KW Garage Roof		24000	CG1504	33,000		32,815	0				
KL Park Dplx Spall		24000	CG1505*	79,000		1,770	77,230				
HHP Equipment Shed		24000	CG1506*	35,000		2,600	32,400				
MCDC Kitchen Equipment		24000	CG1507*	170,092		28,875	141,217				
Mthn Library HVAC		24000	CG1508*	26,000		25,364					
Mthn Annex Spalling		24000	CG1509*	110,000			110,000				
Gato Building (Painting + ADA Doors)		24000	CG1510*	135,500		10,560	124,940				
Watson Field Concession Stand/Sports Box		24000	CG1511*	8,082		8,082	0				
Higgs Beach Pavilion Roof		24000	CG1513*	38,092		38,092	0				
IT Service Rm Cooling		24000	CG1514*	84,000		20,751	63,249				
Energy Retrofit		24000	CG1515*	111,000		30,000	81,000				
MCDC Exterior Painting		24000	CG1517	208,000		60,000	148,000				
MCDC Emergency Elevator Repairs		24000	CG1518	90,000		75,000	15,000				
Medical Examiner Chillers		24000	CG1519	90,000			90,000				
Harvey Government Center Painting & Repairs		24000	CG1520	180,000		17,280	162,720				
Marathon Annex Carpeting		24000	CG1521	35,000		35,000					
Cudjoe EMS Cabinets/Flooring		24000	CG1522	12,000		12,000					
Key Largo FKCC		24000	CG1523	5,550		5,550					
Gato Building Emergency Chiller Replacement		24000	CG1524	150,000			150,000				
VOIP Telephone System		24000		880,000			880,000				
FY16 Publics Works New Requests		24000		TBD			1,000,000				
KW Lighthouse		24000	CG1605								
PK Sheriff's Office TRANE A/C Replacement		24000	CG1606	[illegible]	[illegible]	[illegible]02)					
TOTAL General Government				9,790,244	2,442,759	1,148,636	5,711,554	0	0	0	0

PROPOSED CAPITAL PROJECTS FUNDING PLAN
ONE CENT INFRASTRUCTURE SALES TAX- FUND 304

Culture & Recreation			Total Project Budget	Prior Years Expenditures	Estm FY15	Fiscal Year FY 16	Fiscal Year FY 17	Fiscal Year FY 18	Fiscal Year FY 19	Fiscal Year FY 20
Higgs Beach Fitness Trail	25000	CC1301	120,125	12,500	94,500	25,000				
Rowell's Marina	25000	CC1401	6,000,000	4,997,242						
Higg's Beach (Atlantic Street relocate)	25000	CC1402	3,495,375	-	200,000	1,934,664	1,033,920	326,791		
Bernstein Park - Move to Fund 314	25000	CC1403	2,863,756	113,756	73,965					
Old 7 Mile Bridge (Was CC1404)	25000	CC1601	2,700,000	-		2,700,000		-		
Big Pine Swimming Hole (Was CC1405)	25000	CC1701	1,000,000	-			100,000	900,000		
Cty-Wide Shade Structures	25000	CC1407	205,336	102,933	102,403					
			16,384,592	5,226,431	470,868	4,659,664	1,133,920	1,226,791		

Public Safety			Total Project Budget	Prior Years Expenditures	Estm FY15	Fiscal Year FY 16	Fiscal Year FY 17	Fiscal Year FY 18	Fiscal Year FY 19	Fiscal Year FY 20
Marathon EOC State Construction Grant Expires 12/31/15	26000	CP9902	13,258,429	921,029	1,000					
MCDC Sprinkler Piping Replacement	26000	CP0703	231,124	31,325	100,000	131,124				
Fire/EMS Vehicle Replacemt Prg	26000	CP1401	1,975,000		1,975,000					
KL Equipment- Fire Truck	26000	CP1402	450,283	150,283	150,000	150,000				
KL Hydrants	26000	CP1403	400,000	79,450	170,550	150,000				
Ocean Reef Vehicles	26000		1,000,000		200,000	800,000				
MCDC Control System Upgrade	26000		255,000			255,000				
Fire & Ambulance Hydrants District I	26000		150,000			150,000				
TOTAL Public Safety			16,314,836	1,182,087	2,596,550	1,636,124				

Transportation				Total Project Budget	Prior Years Expenditures	Estm FY15	Fiscal Year FY 16	Fiscal Year FY 17	Fiscal Year FY 18	Fiscal Year FY 19	Fiscal Year FY 20
Road Paving Back log - 5 Years	$18.0 M Total	27000	CR1401	8,106,172			0	1,280,000	4,500,000	2,326,172	
Lake Surprise		27000	CR1501	3,179,592	12,264	958,328	2,209,000				
Sexton Cove		27000	CR1502	1,764,311	87,220	162,837	1,514,254				
Stock Island I Project		27000	CR1503	2,962,088		260,738	2,701,350				
Stock Island II Project				2,480,000			260,000	2,220,000			
				18,492,163							
US1 Bayside Shared Use Path Pedestrian Bridge		27000		145,000			145,000				
Truman Bridge #904602 Replacement		27000		1,155,000			250,000				
				1,300,000							
TOTAL Transportation				19,792,163	99,484	1,381,903	7,079,604	3,500,000	4,500,000	2,326,172	

PROPOSED CAPITAL PROJECTS FUNDING PLAN
ONE CENT INFRASTRUCTURE SALES TAX- FUND 304

Administrative & Misc.			Total Project Budget	Prior Years Expenditures	Estm FY15	Fiscal Year FY 16	Fiscal Year FY 17	Fiscal Year FY 18	Fiscal Year FY 19	Fiscal Year FY 20
Admin Costs Engineering	22004		Annual	600,800	579,088	849,479	849,479	849,479	849,479	849,479
Budgeted Transfers										
Budget Transfers to Fund 125 Canal Education	86502	590125			100,000					
Budget Transfers to Fund 130-29015 CR905 Bike Lanes	86502	590130	866,026	190,354	675,672					
Debt Service 2003 Revenue Bond Fund 307	86502	590207	28,178,576	20,546,293						
Debt Service 2007 Revenue Bond Fund 308	86502	590207	37,723,916	23,440,401	3,606,455	3,591,100	3,549,925	3,531,170		
Debt Service Cudjoe Reg. SRF- Fund 312	86502	590207						2,350,000	4,700,000	4,700,000
Debt Service 2014 Revenue Bond Fund 314	86502	590207	36,329,142		1,204,781	1,235,000	4,242,000	4,238,000	4,241,000	4,237,000
Debt Service PNC Line of Credit Fund 304	86502	590207			51,000	100,000				
Key Largo ILA						1,000,000	1,000,000	1,000,000	2,000,000	2,000,000
Budget Transfer to Fund 314	86502	590314	9,200,000						3,700,000	5,500,000
Long Key Wastewater	86502	590315	1,400,000			1,400,000				
Land Acquisition	86502	590316				6,000,000	2,000,000	2,000,000		
Cost Allocation To General Fund	86502	590910	Annual	262,192	178,428	178,428	178,428	178,428	178,428	178,428
Subtotal Budgeted Transfers			103,359,852	44,439,240	5,816,336	13,504,528	10,970,353	13,297,598	14,819,428	16,615,428
Reserves Contingency	85532	590990	1 78%			740,068	1,954,317	1,406,692	1,951,550	1,257,375
Cash Balance	85532	590991	4 56%			1,893,337	3,496,733	2,036,303	2,311,952	1,882,536
Reserves	85532	590995								742,662
TOTAL Admin & Misc.			104,703,379		6,395,424	16,987,412	17,270,882	17,590,072	19,932,489	21,347,480
TOTAL CAPITAL PROJECTS REVENUE					23,225,924	41,525,230	25,024,452	26,436,513	25,378,231	24,467,138
TOTAL CAPITAL PROJECTS APPROPRIATIONS					17,801,316	41,525,230	21,904,802	23,316,863	22,258,581	21,347,480
					5,424,608	0	3,119,650	3,119,650	3,119,650	3,119,650

FY12 End FB	FY13 End FB	FY14 End FB	FY15 FB Estm	FY16 FB Estm	FY17 Estm	FY18 FB Estm	FY19 FB Estm	FY20 FB Estm
24,871,832	11,194,376	17,479,729	22,904,337	6,949,944	8,591,875	7,361,315	7,464,686	8,049,742

23,225,924	23,677,500	20,050,000	20,050,000	20,050,000	20,050,000
17,801,316	39,631,893	18,408,069	21,280,560	19,946,629	19,464,944
22,904,337	6,949,944	8,591,875	7,361,315	7,464,686	8,049,742
5,424,608	(15,954,393)	1,641,931	(1,230,560)	103,371	585,056
	9,907,973	5,381,930	6,100,052	5,766,570	5,648,149

Fund 308 2007 Revenue Bond

as of: 6/27/2015

Revenue			Total Actuals	Feb. BOCC FY15 Amended	FY15 YTD	FY15 Estimated	FY16 Proposed
Bond Proceeds $30M Closed 12/14/07	384000GM		28,908,146				
Local Grants-Phy Env 23004-PE0805	337300CP		160,302				
Local Grants-Phy Env 26006-CP0802 BPK Fire	337300CP		89,746				
Rental Car Income offset			0				
Interest Earnings	361005GI		1,457,522		78		
Transfer from Grant Fund-125 (Big Pine Park)	381125GT		294,780				
Transfer from Park & Rec Impact Fees- 131							
Less 5%	389001						
Fund Balance Forward	389002	100%		887,333			608,505
Total Revenue			30,910,497	887,333		-	608,505

as of: 04/29/2015

Appropriations		Total Project Budget	Fund 304 Act. Exp. Thru 12/14/07	F304 + F308 Actual Thru FY14	Total Remaining Project	Feb. BOCC FY15 Amended	FY15 YTD	FY15 Estimated	FY16 Proposed
Fire Station/EMS- Stock Island	**26006-CP0801**	4,427,615	21,028	4,391,672	35,944	35,944	19,820	27,444	10,000
PW Compound-Rockland	**24004-CG0803**	2,861,905	2,847,389	2,861,905	0				300,000
PW Compound Property	**CG1604**								
Big Pine Park	**25002-CC0802**	5,777,155	2,605,691	5,777,155	0				
Big Pine Key Fire Station	**26006-CP0802**	3,726,954	268,529	3,726,954	0				
Conch Key Fire Station	**26006-CP0803**	2,301,252	67,759	2,281,252	20,000	20,000	9,646	20,000	3,000
Key Largo Wastewater Trtmt Dist.	**23004-PE0805**	20,000,000	7,054,202	19,764,814	235,186				
Cudjoe Regional WW System	**23004-PE0902**	3,700,000		2,994,482	705,518				
FJC Lobby Expansion	**24004-CG1305**	254,911		247,672	7,239	7,239	2,665	7,239	
MCDC Chillers -2	**24004-CG1401**	500,000			500,000	500,000	26,495	500,000	420,000
MC Sheriff Admin Roof	**24004-CG1402**	157,857			157,857	157,857		157,857	
Emergency Communications (bdgt trsf to Sheriff)		0			0				
Contingency	**85570-590990**					166,293			600,005
Cash Balance	**85570-590991**								
Cash Balance	**85570-590995**								
Budgeted Transfers 308	**86565-590101**	1,500,000		1,500,000	0				
Total Project Appropriations		**45,207,649**	**12,864,598**	**43,545,905**	**996,649**	**887,333**	**58,626**	**712,540**	**1,333,005**
						0	(58,626)	(712,540)	(724,500)

12,864,598

30,681,307

Ttl Fund 308

FY15

608,505

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Fund 312 Cudjoe Regional Waste Water Project

as of: 6/30/15

Bring in Budget with Unanticipated reso's

Finance reclassifies Spx Assmt's to Prepayments, amounts here are collected spx assmts

	FY13 Actl	FY14 Actl		FY15	FY15 Actl	FY15 Estm	FY16	FY17	FY18	FY19	FY20
Begin FB	3,203,828	14,335,510		6,167,042	6,167,042	6,167,042	5,961,197	10,325,665	17,042,973	17,948,181	17,765,889
Estm Rev	34,309,640	57,063,823		75,917,928	40,819,243	50,803,947	10,778,122	19,886,230	2,161,630	2,161,630	2,161,630
Estm Exp	23,177,958	65,232,291		78,625,102	40,946,780	51,009,793	6,413,654	13,168,922	1,256,422	2,343,922	2,343,922
Estm End FB	14,335,510	6,167,042		3,459,868	6,039,506	5,961,197	10,325,665	17,042,973	17,948,181	17,765,889	17,583,597

Revenue		$190,000,000 Budget	Actual FY12	Actual FY13	Actual FY14	Total Actual	Amend FY15	YTD Actual FY15	Estimate FY15	Proposed FY16	Proposed FY17	Proposed FY18	Proposed FY19	Proposed FY20
Del Ad Valorem Taxes	311200GA				467	467		330	330					
Special Assessments - Inner Islands	325100GM	2,252,238	2,252,238	4,835,438	3,353,464	10,441,139	812,820	2,272,460	2,275,400	812,820	812,820	812,820	812,820	812,820
Special Assessments - Outer Islands	325100GM	4,293,762					1,462,580			1,462,580	1,462,580	1,462,580	1,462,580	1,462,580
State Funds-Mayfield Grant Trsf in fm 125	381125GT	30,000,000		4,584,323	25,290,595	29,874,918	125,082			125,082				
State Funds-Mayfield Grant Trsf in fm 125 KL ILA	381125GT	17,000,000								17,000,000				
EPA Grant - On-site Systems	381125GT	2,600,000								2,600,000				
State Revolving Loan (SFR) + Amend #1 & #2	384003GM	71,000,000		5,461,341	27,412,931	32,874,273	55,642,528	7,528,217	17,528,217					
State Revolving Loan (SFR)- Pending		33,000,000					22,838,852			3,016,492	14,724,800			
Transfers in from Sales Surtax Fund 304	381304GT	20,354,000	950,000	19,404,000		20,354,000								
Transfers in from Road & Bridg Fund 102 (X Paving)	381102GT	6,000,000					3,000,000			3,000,000	3,000,000			
Transfers in from 2007 Rev Bonds Fund 308	381308GT	500,000												
Transfers in from 2014 Rev Bonds Fund 314	381314GT						15,000,000	15,000,000	15,000,000					
Transfers in from F314 PNC LOC	381304GT						16,000,000	16,000,000	16,000,000					
Interest Earnings	361005GI		1,580	23,155	34,561	59,305		12,582						
Interest Earnings-Tax Collector	361009GI			457	807,576	808,033								
Interest Earnings- 2014 Rev Bonds	361012GT							5,684						
Miscellaneous	369001GM				161,893	161,893								
Trsf in TC Excess Fees	386700GT			926	2,336	3,262								
Less 5%							(113,770)			(113,770)	(113,770)	(113,770)	(113,770)	(113,770)
Fund Balance Forward	0.7%						110,892			110,892	8,482,692	6,294,792	1,707,292	1,707,292
Total Revenue		187,000,000	3,203,828	34,309,640	57,063,823	94,577,291	114,878,784	40,819,243	50,803,947	28,014,098	28,368,922	8,456,422	3,868,922	3,868,922
Remaining		3,000,000												

Appropriations		Total Project	Budget	Actual FY12	Actual FY13	Actual FY14	Total Actuals	Amend FY15	YTD Actual FY15	Estimate FY15	Proposed FY16	Proposed FY17	Proposed FY18	Proposed FY19	Proposed FY20
Cudjoe Reg WW Spx Asmt Pjt	55013	7,046,000					0	2,103,600			253,600				
Special Assmt Debt Svc	55013-590207												1,087,500	2,175,000	2,175,000
Special Assmt Admin	55013				177,958	152,391	330,349	143,922	77,976	141,044	143,922	143,922	143,922	143,922	143,922
Cudjoe Reg Spx Assmt Refund	54505							25,000			25,000	25,000	25,000	25,000	25,000
EPA Grant On-site systems		2,600,000													
Cudjoe Reg WW Project	23008-PE1201 FKAA	20,354,000			19,404,000		19,404,000								
Trfs in from R&B Fund 102 (X Paving)	22550-560630	6,000,000						3,000,000			3,000,000	3,000,000			
Cud Reg DEP/LP44072 Mayfield Grt	23009-PE1303	47,000,000				29,874,818	29,874,818	125,082			125,082				
Clean Water SRF Loan	23010-PE1304 WIRES	71,000,000			3,596,000	35,205,082	38,801,082	49,642,528	40,868,749	50,868,749	2,005,351				
Cudjoe Reg Clean Water SRF Loan	Pending	33,000,000						28,838,652			3,016,492	10,000,000			
Cudj Reg WW Trsf to F314	86567-590314		15,000,000					31,000,000	55		9,000,000	6,000,000			
Cudj Reg WW Trsf to F314	86567-590314		16,000,000									9,000,000	7,000,000		
Reserves 312	85574										10,444,649	200,000	200,000	1,525,000	1,525,000
Total Appropriations		187,000,000	31,000,000	0	23,177,958	65,232,291	88,410,249	114,878,784	40,946,780	51,009,793	28,014,098	28,368,922	8,456,422	3,868,922	3,868,922
				3,203,828	11,131,682	(8,168,468)	6,167,042	0	(127,537)	(205,846)	0	0	0	0	0

Expenditures are based on Wire transfers to FKAA

Finance	57,845,538.48
Difference	(7,399,751.31)

Out Year Expenditures will increase with bond debt

For revenue & expenditure details, see file, located at: OMB/Budget/ Cudjoe Reg WW reconciliation

Fund 314 2014 Revenue Bond

BOCC Approved 10/17/14

9/15/2015

		FY15 Actual	FY15 Estimate	FY16 Proposed	FY16 Estimate	FY17 Proposed	FY18 Proposed	FY19 Proposed	FY20 Proposed
Begin End FB		0	0	8,360,208	8,360,208	1,003,941	(200,000)	(200,000)	(200,000)
Estm Rev		25,772,929	25,772,929	19,360,208	11,000,000	15,000,000	7,000,000	3,700,000	5,500,000
Estm Exp		16,389,040	17,412,721	19,560,208	18,356,267	16,203,941	7,000,000	3,700,000	5,500,000
Estm End FB		9,383,889	8,360,208	8,160,208	1,003,941	(200,000)	(200,000)	(200,000)	(200,000)

Revenue		FY15 Adopted		FY15 Actual	FY15 Estimate	FY16 Proposed	FY16 Estimate	FY17 Proposed	FY18 Proposed	FY19 Proposed	FY20 Proposed
Bond Proceeds $32M	384000GM	24,691,691		9,765,000	9,765,000						
PNC Line of Credit $16M	384000GM	16,000,000		16,000,000	16,000,000						
Interest- 2014 Rev Bonds	361012GI			7,929	7,929						
Mayfield Wk Waterfront Grant											
Trsf in- fm 304	381304GT					2,000,000	2,000,000				
Trsf in- fm 312 ($15M)	381312GT									3,700,000	5,500,000
Trsf in- fm 312 ($16M)	381312GT					9,000,000	9,000,000	6,000,000			
Less 5%	389001							9,000,000	7,000,000		
Fund Balance Forward	389002										
Total Revenue						8,360,208		1,203,941			
		40,691,691		25,772,929	25,772,929	19,360,208	11,000,000	16,203,941	7,000,000	3,700,000	5,500,000

Appropriations	Cost Center	Project #	Original Project Budgets	Project Budgets	FY15 Adopted	FY15 Amend	FY15 Actual	FY15 Estimate	FY16 Proposed	FY16 Estimate	FY17 Proposed	FY18 Proposed	FY19 Proposed	FY20 Proposed
Jefferson Browne Bldg	24006	CG1516	6,000,000	12,000,000		50,000		50,000	1,000,000	1,000,000				5,475,000
Marathon Library	25004	CC1501	3,000,000	4,500,000	3,087,000	3,087,000	803	25,000	820,000	820,000	2,242,000			
Bernstein Park	25004	CC1603	4,738,789	5,323,356				187,721	3,992,517	3,992,517	1,143,118			
Cudjoe Regional WW - Trsf $ to F312	86566	590312			15,000,000	15,000,000								
Cudjoe Reg WW PNC LOC - Trsf $ to F312	86566	590312			16,000,000	16,000,000	16,000,000	16,000,000						
Summerland (or East Cudjoe) Fire Station	26008	CP1501	4,500,000	4,525,000	2,304,691	2,304,691	20,000	500,000	3,100,000	3,100,000	925,000			
Training Academy-Crawl Key	26008	CP1502	1,900,000	2,200,000	1,900,000	1,850,000	305,392	400,000	2,000,000	2,000,000				
Replace PK Jail & Courthouse	26008	CP1503	10,600,000	18,000,000	2,400,000	2,400,000	62,845	250,000	443,750	443,750	10,631,250	6,275,000	400,000	
Sugarloaf Fire Station	26008	CP1601	3,500,000									500,000	3,000,000	
Gulf Seafood	24006	CG1603	7,000,000						7,000,000	7,000,000				
Reserves Fund 314									1,203,941		1,262,573	225,000	300,000	25,000
Total Project Appropriations			41,238,789	46,548,356	40,691,691	40,691,691	16,389,040	17,412,721	19,560,208	18,356,267	16,203,941	7,000,000	3,700,000	5,500,000
					0		9,383,889	8,360,208	-200,000	-7,156,267	0	0	0	0

KEY WEST INTERNATIONAL AIRPORT - FIVE YEAR CIP (FAA ONLY)

9/28/2015

FY 2015 (ASSUME DISCRETIONARY WAS RECEIVED FOR FY 2014) (FAA FY 10/1/14 - 9/30/15) Description	Total Cost	FAA Eligible	FAA Discretionary	FDOT	AIRPORT	
Design/Permit Strengthen/Rehab Commercial Apron and Drainage Improvements	$ 502,650.00	$ 452,385.00		$ 25,132.50	$ 25,132.50	FDOT To Fund In FY 2016 Grant
Master Plan	$ 857,848.00	$ 772,063.20		$ 42,892.40	$ 42,892.40	FDOT To Fund In FY 2016 Grant
Implementation and Testing Phase - NIP	$ 584,261.00	$ 525,834.90			$ 58,426.10	
Total Cost FY 2015	$ 1,944,759.00					
FY '15 FUNDS REQUESTED		$ 1,750,283.10		$ 68,024.90	$ 126,451.00	
EXPECTED ANNUAL ENTITLEMENT		$ (2,700,000.00)				
FAA Discretionary						
NIP Funding						
CARRYOVER FROM FY '14		$ -				
CARRYOVER TO FY '16		$ 949,716.90				

FY 2016 (FAA FY 10/1/15 - 9/30/16) Description	Total Cost	FAA Eligible	FAA Discretionary	FDOT	AIRPORT	
Reconstruction Terminal Apron	$ 9,900,000.00	$ 8,910,000.00	$ 7,510,283.10	$ 495,000.00	$ 495,000.00	FDOT To Fund In FY 2017 Grant
Drainage Phases 2&3 Construction	$ 2,000,000.00	$ 1,800,000.00		$ 100,000.00	$ 100,000.00	FDOT To Fund In FY 2017 Grant
NIP Phase 1 (Design And Bid KWBTS, Building B - 69 Units and 4 homes; Avigation Easement, Pilot Information Material, Airfield Info. Signs)	$ 1,500,000.00	$ 1,350,000.00	$1,350,000		$ 150,000.00	
Taxiway Rehabilitation and Lighting Design	$ 500,000.00	$ 450,000.00		$ 25,000.00	$ 25,000.00	FDOT To Fund In FY 2017 Grant
Total Cost FY 2016	$13,900,000.00					
FY '16 REQUESTED		$ 12,510,000.00	$ 8,860,283.10	$ 620,000.00	$ 770,000.00	
EXPECTED ANNUAL ENTITLEMENT		$ (2,700,000.00)				
FAA Discretionary		$ (7,510,283.10)				
NIP Funding		$ (1,350,000.00)				
CARRYOVER FROM FY '15		$ (949,716.90)				
CARRYOVER TO FY '17		$ -				

FY 2017 (FAA FY 10/1/16 - 9/30/17) Description	Total Cost	FAA Eligible	FAA Discretionary	FDOT	AIRPORT
		$ -		$ -	$ -
Photovoltaics Study/Plan	$ 300,000.00	$ 270,000.00		$ 15,000.00	$ 15,000.00
NIP Phase 1 Construction (KWBTS Building B and 4 SF Homes)	$ 4,600,000.00	$ 4,140,000.00	$ 4,140,000.00		$ 460,000.00
Taxiway Rehabilitation and Lighting Construction	$ 6,000,000.00	$ 5,400,000.00	$ 2,970,000.00	$ 300,000.00	$ 300,000.00
Total Cost FY 2017	$10,900,000.00				
FY '17 REQUESTED		$ 9,810,000.00	$ 7,110,000.00	$ 315,000.00	$ 775,000.00
EXPECTED ANNUAL ENTITLEMENT		$ (2,700,000.00)			
FAA Discretionary		$ (2,970,000.00)			
NIP Funding		$ (4,140,000.00)			
CARRYOVER FROM FY '16		$ -			
CARRYOVER TO FY '18		$ -			

FY 2018 (FAA FY 10/1/17 - 9/30/18)					
Description	**Total Cost**	**FAA Eligible**	**FAA Discretionary**	**FDOT**	**AIRPORT**
Chillers - Utilities (60/40, Public/Private) - Design and	$ 650,000.00	$ 351,000.00		$ 149,500.00	$ 149,500.00
Runway 9-27 Rehab and Widen Shoulders and Lighting - Design Only	$ 600,000.00	$ 540,000.00		$ 30,000.00	$ 30,000.00
Photovoltaics Implementation	$ 1,800,000.00	$ 1,620,000.00		$ 90,000.00	$ 90,000.00
NIP Phase 2 Design (KWBTS Building C, Purchase Easementts, Flight Tracking System)	$ 1,675,000.00	$ 1,507,500.00	$ 1,318,500.00		$ 167,500.00
Total Cost FY 2018	$ 4,725,000.00				
FY '18 REQUESTED		$ 4,018,500.00	$ 1,318,500.00	$ 269,500.00	$ 437,000.00
EXPECTED ANNUAL ENTITLEMENT		$ (2,700,000.00)			
FAA Discretionary		$ -			
NIP Funding		$ (1,318,500.00)			
CARRYOVER FROM FY '17		$ -			
CARRYOVER TO FY '19		$ -			

FY 2019 (FAA FY 10/1/18 - 9/30/19)					
Description	**Total Cost**	**FAA Eligible**	**FAA Discretionary**	**FDOT**	**AIRPORT**
Runway 9-27 Rehab and Shoulder Widening and Lighting - Construction	$ 8,000,000.00	$ 7,200,000.00	$ 5,400,000.00	$ 400,000.00	$ 400,000.00
NIP Phase 2 Construction (KWBTS Building C)	$ 5,950,000.00	$ 5,355,000.00	$ 5,355,000.00		$ 595,000.00
ARFF/Fire Support Eqpt	$ 1,000,000.00	$ 900,000.00		$ 50,000.00	$ 50,000.00
Total Cost FY 2019	$14,950,000.00		$ 10,755,000.00	$ 450,000.00	$ 1,045,000.00
FY '19 REQUESTED		$ 13,455,000.00			
EXPECTED ANNUAL ENTITLEMENT		$ (2,700,000.00)			
FAA DISCRETIONARY		$ (5,400,000.00)			
NIP Funding		$ (5,355,000.00)			
CARRYOVER FROM FY '18		$ -			
CARRYOVER TO FY '20		$ -			

FY 2020 (FAA FY 10/1/19 - 9/30/20)					
Description	**Total Cost**	**FAA Eligible**	**FAA Discretionary**	**FDOT**	**AIRPORT**
Master Plan Projects	$ 3,000,000.00	$ 2,700,000.00		$ 150,000.00	$ 150,000.00
NIP Phase 3 Design (KWBTS Building A, Avigation Easements, NEM Update)	$ 1,750,000.00	$ 1,575,000.00	$ 1,575,000.00	$ 87,500.00	$ 87,500.00
Total Cost FY 2020	$ 4,750,000.00		$ 1,575,000.00	$ 237,500.00	$ 237,500.00
FY '20 REQUESTED		$ 4,275,000.00			
EXPECTED ANNUAL ENTITLEMENT		$ (2,700,000.00)			
FAA DISCRETIONARY					
NIP Funding		$ (1,575,000.00)			
CARRYOVER FROM FY '19		$ -			
CARRYOVER TO FY '21		$ -			

Description	Total Cost	FAA Eligible	FAA Discretionary	FDOT	AIRPORT
		$ -		$ -	$ -
Master Plan Projects	$ 3,000,000.00	$ 2,700,000.00		$ 150,000.00	$ 150,000.00
NIP Phase 3 Construction (KWBTS Building A)	$ 4,350,000.00	$ 3,915,000.00	$ 3,915,000.00		$ 435,000.00
Total Cost FY 2020	$ 7,350,000.00	-	$ 3,915,000.00	$ 150,000.00	$ 585,000.00
FY '20 REQUESTED		$ 6,615,000.00			
EXPECTED ANNUAL ENTITLEMENT		$ (2,700,000.00)			
FAA DISCRETIONARY		$ -			
NIP Funding		$ (3,915,000.00)			
CARRYOVER FROM FY '19		$ -			
CARRYOVER TO FY '21		$ -			

FY 2022 (FAA FY 10/1/21 - 9/30/22)					
Description	Total Cost	FAA Eligible	FAA Discretionary	FDOT	AIRPORT
Master Plan Projects	$ 3,000,000.00	$ 2,700,000.00		$ 150,000.00	$ 150,000.00
NIP Phase 4 Design	$ 1,750,000.00	$ 1,575,000.00	$ 1,575,000.00		$ 175,000.00
Total Cost FY 2020	$ -		$ 1,575,000.00	$ -	$ 175,000.00
FY '20 REQUESTED		$ 4,275,000.00			
EXPECTED ANNUAL ENTITLEMENT		$ (2,700,000.00)			
FAA DISCRETIONARY					
NIP Funding		$ (1,575,000.00)			
CARRYOVER FROM FY '19		$ -			
CARRYOVER TO FY '21		$ -			

FY 2023 (FAA FY 10/1/22 - 9/30/23)					
Description	Total Cost	FAA Eligible	FAA Discretionary	FDOT	AIRPORT
Master Plan Projects	$ 3,000,000.00	$ 2,700,000.00		$ 150,000.00	$ 150,000.00
NIP Phase 5 Construction	$ 4,500,000.00	$ 4,050,000.00	$ 4,050,000.00		$ 450,000.00
Total Cost FY 2020	$ -		$ 4,050,000.00	$ -	$ 450,000.00
FY '20 REQUESTED		$ 6,750,000.00			
EXPECTED ANNUAL ENTITLEMENT		$ (2,700,000.00)			
FAA DISCRETIONARY					
NIP Funding		$ (4,050,000.00)			
CARRYOVER FROM FY '19		$ -			
CARRYOVER TO FY '21		$ -			

9/28/2015

FY 2016 (FDOT FY 7/1/15 - 6/30/16)					
Description	**Total Cost**	**FDOT**	**AIRPORT**	**TOTAL**	
Master Plan	$697,202	$348,601	$348,601	$697,202	*9/10/2015 Letter Requested $50,000 Master Plan; $298,601 to Customs*
EYW / MTH Planning Studies	$1,300,000	$650,000	$650,000	$1,300,000	*9/10/2015 Letter Requested: Apron/Drain Design $30,000; Remove MTH Obstructions $15,000; MTH Mis. Planning $25,000; Planning Studies $580,000*
Total Cost FY 2016	$1,997,202				
FY '16 FUNDS REQUESTED		$998,601	$998,601	$1,997,202	

FY 2017 (FDOT FY 7/1/16 - 6/30/17)				
Description	**Total Cost**	**FDOT**	**AIRPORT**	**TOTAL**
EYW / MTH Planning Studies	$1,000,000	$500,000	$500,000	$1,000,000
Customs Expansion/Improvements	$2,928,000	$1,464,000	$1,464,000	$2,928,000
Essential Airport Equipment	$1,400,000	$700,000	$700,000	$1,400,000
Essential Safety and Security Equipment	$100,000	$50,000	$50,000	$100,000
Total Cost FY 2017	$5,428,000			
FY '17 REQUESTED		$2,714,000	$2,714,000	$5,428,000

FY 2018 (FDOT FY 7/1/17 - 6/30/18)					
Description	**Total Cost**	**FDOT**	**AIRPORT**	**TOTAL**	
EYW / MTH Planning Studies	$1,400,000	$700,000	$700,000	$1,400,000	
Baggage System Rehab	$930,000	$465,000	$465,000	$930,000	
Fuel Farm Supression System	$200,000	$100,000	$100,000	$200,000	
Upgrade MIRLS to HIRLS	$1,000,000	$500,000	$500,000	$1,000,000	*Year Needs to be Re-Programmed at Annual Meeting with FDOT. Need to Meet Annually around May/June*
Rental Car Facility	$4,000,000	$2,000,000	$2,000,000	$4,000,000	
Maint. Facility	$1,513,126	$756,563	$756,563	$1,513,126	
Essential Safety and Security Equipment	$500,000	$250,000	$250,000	$500,000	
Total Cost FY 2018	$3,530,000				
FY '18 REQUESTED		$1,765,000	$1,765,000	$3,530,000	

FY 2019 (FDOT FY 7/1/18 - 6/30/19)					
Description	**Total Cost**	**FDOT**	**AIRPORT**	**TOTAL**	
Public Parking Expansion	$1,000,000	$500,000	$500,000	$1,000,000	
Terminal Expansion and Rehab	$2,000,000	$1,000,000	$1,000,000	$2,000,000	
Vehicle Fleet Upgrade and Conversion	$1,500,000	$750,000	$750,000	$1,500,000	*Year Needs to be Re-Programmed at Annual Meeting with FDOT. Need to Meet Annually around May/June.*
Car Wash	$500,000	$250,000	$250,000	$500,000	
Total Cost FY 2019	$5,000,000				
FY '19 REQUESTED		$2,500,000	$2,500,000	$5,000,000	

FY 2020 (FDOT FY 7/1/19 - 6/30/20)				
Description	**Total Cost**	**FDOT**	**AIRPORT**	**TOTAL**
Monroe Co. Airport Improvements Contingency	$700,000	$350,000	$350,000	$700,000
Essential Safety and Security Equipment	$100,000	$50,000	$50,000	$100,000
Planning Studies	$1,400,000	$700,000	$700,000	$1,400,000
Runway Shoulder Widening	$630,000	$315,000	$315,000	$630,000
Rehab and Expand Term. Facilities	$3,273,698	$1,636,849	$1,636,849	$3,273,698
Total Cost FY 2020	$6,103,698			
FY '20 REQUESTED		$3,051,849	$3,051,849	$6,103,698

Year Needs to be Re-Programmed at Annual Meeting with FDOT. Need to Meet Annually Around May/June

FY 2021 (FDOT FY 7/1/20 - 6/30/21)				
Description	**Total Cost**	**FDOT**	**AIRPORT**	**TOTAL**
Perimeter Fencing and Patrol Road	$3,000,000	$1,500,000	$1,500,000	$3,000,000
Pavement Evaluation and Maint. Program	$250,000	$125,000	$125,000	$250,000
Land Use Planning/Development	$250,000	$125,000	$125,000	$250,000
Customs Expansion	$3,556,000	$1,778,000	$1,778,000	$3,556,000
Essential Safety and Security Equipment	$100,000	$50,000	$50,000	$100,000
Total Cost FY 2021	$7,156,000			
FY '21 REQUESTED		$3,578,000	$3,578,000	$7,156,000

Year Needs to be Re-Programmed at Annual Meeting with FDOT. Need to Meet Annually Around May/June

FY 2022 (FDOT FY 7/1/21 - 6/30/22)				
Description	**Total Cost**	**FDOT**	**AIRPORT**	**TOTAL**
				$0
		$0	$0	$0
Total Cost FY 2021	$0			
FY '21 REQUESTED		$0	$0	$0

Year Needs to be Re-Programmed at Annaul Meeting with FDOT. Need to Meet Annually Around May/June

9/28/2015

FY 2015 (FAA FY 10/1/14 - 9/30/15)					
Description	**Total Cost**	**FAA Eligible**	**FAA Discretionary**	**FDOT**	**AIRPORT**
		$ -		$ -	$ -
Runway Threshold Light Relocation	$ 49,173.00	$ 44,255.70			
Misc. Planning Studies	$ 260,497.00	$ 234,447.30		$ 20,839.76	$ 5,209.94
Total Cost FY '15	$ 309,670.00	$ 278,703.00			
FY '15 REQUESTED		$ (150,000.00)	$ -	$ 20,839.76	$ 5,209.94
FAA Discretionary		$ -			
CARRYOVER FROM FY '14		$ (150,000.00)			
CARRYOVER TO FY '16		$ 21,297.00			

FDOT To Fund in FY 2016 Grant

FY 2016 (FAA FY 10/1/15 - 9/30/16)					
Description	**Total Cost**	**FAA Eligible**	**FAA Discretionary**	**FDOT**	**AIRPORT**
Obstruction Removal RPZ/RW 25 Construction	$ 125,000.00	$ 112,500.00		$ 10,000.00	$ 2,500.00
Environmental Assessment	$ 700,000.00	$ 630,000.00	$ 571,203.00	$ 56,000.00	$ 14,000.00
Master Plan	$ 600,000.00	$ 540,000.00	$ 540,000.00	$ 48,000.00	$ 12,000.00
Total Cost FY '16	$ 1,425,000.00	$ 1,282,500.00			
FY '16 REQUESTED		$ (150,000.00)	$ 1,111,203.00	$ 114,000.00	$ 28,500.00
FAA Discretionary		$ (1,111,203.00)			
CARRYOVER FROM FY '15		$ (21,297.00)			
CARRYOVER TO FY '17		$ -			

FDOT To Fund in FY 2016 Grant

FDOT To Fund in FY 2017 Grant

FDOT To Fund in FY 2017 Grant

FY 2017 (FAA FY 10/1/16 - 9/30/17)					
Description	**Total Cost**	**FAA Eligible**	**FAA Discretionary**	**FDOT**	**AIRPORT**
Geometry Airfield Design - Phase 1	$ 500,000.00	$ 450,000.00	$ 300,000.00	$ 40,000.00	$ 10,000.00
Total Cost FY '17	$ 500,000.00	$ 450,000.00			
FY '17 REQUESTED		$ (150,000.00)	$ 300,000.00	$ 40,000.00	$ 10,000.00
FAA Discretionary		$ (300,000.00)			
CARRYOVER FROM FY '16		$ -			
CARRYOVER TO FY '18		$ -			

FY 2018 (FAA FY 10/1/17 - 9/30/18)					
Description	**Total Cost**	**FAA Eligible**	**FAA Discretionary**	**FDOT**	**AIRPORT**
Geometery Airfield Construction- Phase 1	$ 5,000,000.00	$ 4,500,000.00	$ 4,350,000.00	$ 400,000.00	$ 100,000.00
Total Cost FY '18	$ 5,000,000.00	$ 4,500,000.00			
FY '18 REQUESTED		$ (150,000.00)	$ 4,350,000.00	$ 400,000.00	$ 100,000.00
FAA Discretionary		$ (4,350,000.00)			
CARRYOVER FROM FY '17		$ -			
CARRYOVER TO FY '19		$ -			

Description	Total Cost	FAA Eligible	FAA Discretionary	FDOT	AIRPORT
Geometry Airfield Design - Phase 2	$ 500,000.00	$ 450,000.00	$ 300,000.00	$ 40,000.00	$ 10,000.00
Total Cost FY '19	$ 500,000.00	$ 450,000.00			
FY '19 REQUESTED		$ (150,000.00)	$ 300,000.00	$ 40,000.00	$ 10,000.00
FAA Discretionary		$ (300,000.00)			
CARRYOVER FROM FY '18		$ -			
CARRYOVER TO FY '20		$ -			

FY 2020 (FAA FY 10/1/19 - 9/30/20)					
Description	Total Cost	FAA Eligible	FAA Discretionary	FDOT	AIRPORT
Geometry Airfield Construction - Phase 2	$ 5,000,000.00	$ 4,500,000.00	$ 4,350,000.00	$ 400,000.00	$ 100,000.00
Total Cost FY '20	$ 5,000,000.00	$ 4,500,000.00			
FY '19 REQUESTED		$ (150,000.00)	$ 4,350,000.00	$ 400,000.00	$ 100,000.00
FAA Discretionary		$ (4,350,000.00)			
CARRYOVER FROM FY '19		$ -			
CARRYOVER TO FY '21		$ -			

FY 2021 (FAA FY 10/1/20 - 9/30/21)					
Description	Total Cost	FAA Eligible	FAA Discretionary	FDOT	AIRPORT
Master Plan Projects	$ 1,500,000.00	$ 1,350,000.00	$ 1,200,000.00	$ 120,000.00	$ 30,000.00
Total Cost FY '20	$ 1,500,000.00	$ 1,350,000.00			
FY '19 REQUESTED		$ (150,000.00)	$ 1,200,000.00	$ 120,000.00	$ 30,000.00
FAA Discretionary		$ (1,200,000.00)			
CARRYOVER FROM FY '19		$ -			
CARRYOVER TO FY '21		$ -			

MARATHON AIRPORT - FIVE YEAR CIP - FDOT FUNDED ONLY

9/28/2015

FY 2016 (FDOT FY 7/1/15 - 6/30/16)				
Description	**Total Cost**	**FDOT**	**AIRPORT**	**TOTAL**
Construct 11 Hangars	$1,150,500	$920,400.0	$230,100.0	$1,150,500
Total Cost FY '16	$1,150,500			
FY '16 REQUESTED		$920,400	$230,100	$1,150,500

FY 2017 (FDOT FY 7/1/16 - 6/30/17)				
Description	**Total Cost**	**FDOT**	**AIRPORT**	**TOTAL**
Construct 11 Hangars	$1,250,000	$1,000,000	$250,000	$1,250,000
Car Wash Facility	$500,000	$400,000	$100,000	$500,000
Mosquito Control Ramp	$500,000	$400,000	$100,000	$500,000
Essential Airport Equipment	$125,000	$100,000	$25,000	$125,000
Total Cost FY '17	$2,375,000			
FY '17 REQUESTED		$1,900,000	$475,000	$2,375,000

FY 2018 (FDOT FY 7/1/17 - 6/30/18)				
Description	**Total Cost**	**FDOT**	**AIRPORT**	**TOTAL**
Construct 11 Hangars	$254,061	$203,249	$50,812	$254,061
Essential Equipment	$156,250	$125,000	$31,250	$156,250
Total Cost FY '18	$410,311			
FY '18 REQUESTED		$328,249	$82,062	$410,311

Year Needs to be Re-Programmed at Annual Meeting with FDOT. Need to Meet Annually Around May/June

FY 2019 (FDOT FY 7/1/18 - 6/30/19)				
Description	**Total Cost**	**FDOT**	**AIRPORT**	**TOTAL**
Terminal Expansion	$2,201,101	$1,760,881	$440,220	$2,201,101
Car Wash Facility	$312,500	$250,000	$62,500	$312,500
Total Cost FY '19	$2,513,601			
FY '19 REQUESTED		$2,010,881	$502,720	$2,513,601

Year Needs to be Re-Programmed at Annual Meeting with FDOT. Need to Meet Annually Around May/June

FY 2020 (FDOT FY 7/1/19 - 6/30/20)				
Description	**Total Cost**	**FDOT**	**AIRPORT**	**TOTAL**
Fuel Farm Relocation	$1,200,000	$960,000	$240,000	$1,200,000
AWOS Relocation	$250,000	$200,000	$50,000	$250,000
Construct 11 Hangars	$583,939	$467,151	$116,788	$583,939
Taxiway Rehab and New Connector	$592,000	$473,600	$118,400	$592,000
Total Cost FY '20	$1,450,000			
FY '20 REQUESTED		$2,100,751	$525,188	$2,625,939

Year Needs to be Re-Programmed at Annual Meeting with FDOT. Need to Meet Annually Around May/June

FY 2021 (FDOT FY 7/1/20 - 6/30/21)				
Description	**Total Cost**	**FDOT**	**AIRPORT**	**TOTAL**
Drainage Study	$276,480	$230,400.0	$46,080.0	$276,480.0
Pavement Evaluation and Maint. Program	$240,000	$200,000.0	$40,000.0	$240,000.0
Design and Construct Hangars	$1,835,520	$1,529,600	$305,920	$1,835,520.0
Total Cost FY '21	$2,352,000			
FY '21 REQUESTED		$1,960,000	$392,000	$2,352,000

Year Needs to be Re-Programmed at Annual Meeting with FDOT. Need to Meet Annually Around May/June

FY 2022 (FDOT FY 7/1/21 - 6/30/22)				
Description	**Total Cost**	**FDOT**	**AIRPORT**	**TOTAL**
		$0.0	$0.0	$0.0
		$0.0	$0.0	$0.0
Total Cost FY '21	$0			
FY '21 REQUESTED		$0	$0	$0

Year Needs to be Re-Programmed at Annual Meeting with FDOT. Need to Meet Annually Around May/June

Key West International Airport
Estimated Cost of Future Noise Compatibility Program Implementation

9/28/2015

Description	Number of Units	Total Cost	FAA Discretionary	Airport	AIP Grant	Category	Sub-Category	Narrative Description	Justification
Implementation Plan & "Initial Testing Phase" for NIP		$442,000	$397,800	$44,200	FY 2015	Other	Noise Mitigation	Prepare NIP Implementation Plan & conduct "Initial Testing Phase" on representative sample of homes from NIP Phases 1 through 3.	NCP Measure LU-1. These are pre-design tasks required by FAA Order 5100.38D, Appendix R.
Annual Noise Contour Update CY 2015		$35,000	$31,500	$3,500	FY 2015	Other	Noise Mitigation	In order to identify and disclose any significant changes in the size or shape of the noise contours and to monitor compliance with the Avigation Easement noise level limit, the Monroe County will update the KWIA noise contours on a yearly basis for comparison to the Year 2013 Existing Condition NEM.	NCP Measure PM-8
Airport Noise Program Coordinator FY'16		$75,000	$67,500	$7,500	FY 2015	Other	Noise Mitigation	Monroe County and KWIA will utilize an independent contractor to fulfill the role of Airport Noise Program Coordinator. The Airport Noise Program Coordinator will oversee and coordinate the implementation of FAA-approved measures in the NCP.	NCP Measure PM-1
IFE for FY 2015 Noise Projects		$3,500	$3,150	$350	FY 2015	Other	Noise Mitigation	Independent Fee Estimate for Implementation Plan & Initial Testing Phase, Annual Noise Contour Update, and Airport Noise Program Coordinator	FAA AC 150/5100-14D
Subtotal FY 2015		$555,500	$499,950	$55,550	FY 2015				
	SAY	***$560,000***							
Design and Bid of KWBTS and 4 SF Homes	69	$1,260,000	$1,134,000	$126,000	FY 2016	Other	Noise Mitigation	Designs (and complete documents) for all 65 eligible dwelling unit in KWBTS Building B and 4 SF homes in DNL 70 dB contour will be prepared. Project will be advertised and bids received	NCP Measure LU-1. These are the first homes to be designed in the new NIP.
Pre-Construction Noise Testing		$114,000	$102,600	$11,400	FY 2016	Other	Noise Mitigation	Pre-Construction Noise Testing of a sample of the 65 units in KWBTS Building B and 4 SF Homes	NCP Measure LU-1
IFE for NIP Design		$4,000	$3,600	$400	FY 2016	Other	Noise Mitigation	Independent Fee Estimate for Design and Testing Services	FAA AC 150/5100-14D
Purchase Avigation Easement		$15,000	$13,500	$1,500	FY 2016	Other	Noise Mitigation	Purchase an Avigation Easement from the owners of the vacant parcel locatated at the corner of Flagler Avenue and 11th Street (Parcel ID: 00065090-000100). In addition to permitting aircraft overflight and associated noise, this Avigation Easement will specifically prohibit noncompatible development on this parcel.	NCP Measure LU-6
Prepare Pilot Informational Material		$1,600	$1,440	$160	FY 2016	Other	Noise Mitigation	KWIA will prepare and distribute a full color informational handout that provides a description of all components of KWIA's voluntary operational noise abatement program.	NCP Measure PM-8
Post Large Scale Versions of Pilot Handout		$1,000	$900	$100	FY 2016	Other	Noise Mitigation	KWIA will provide a framed, weatherproof, large scale version of the pilot handout to the FBO to be posted on the airside where it can be seen by pilots as they enter and exit the FBO. KWIA will also post a copy on the airside at the airline terminal where it can be seen by commercial service pilots.	NCP Measure PM-4
Purchase & Install Lighted Airfield Info Signs		$15,000	$13,500	$1,500	FY 2016	Other	Noise Mitigation	KWIA will purchase lighted information signs to be installed on the airfield to promote the use of noise abatement procedures. These signs will replace the existing signs, and will be designed and installed in accordance with FAA AC 150/5340-18E.	NCP Measure PM-6
Airport Noise Program Coordinator FY'17		$89,400	$80,460	$8,940	FY 2016	Other	Noise Mitigation	Monroe County and KWIA will utilize an independent contractor to fulfill the role of Airport Noise Program Coordinator. The Airport Noise Program Coordinator will oversee and coordinate the implementation of FAA-approved measures in the NCP.	NCP Measure PM-1
Subtotal FY 2016		$1,500,000	$1,350,000	$150,000	FY 2016				
NIP Construction of KWBTS Building B and 4 SF Homes		$3,544,419	$3,189,977	$354,442	FY 2017	Other	Noise Mitigation	Construction of Building B (65 Units) and 4 SF homes will include approx. 69 dwelling units.	NCP Measure LU-1. These are the first homes where noise insulation materials will be installed.
Post-Construction Noise Testing		$114,000	$102,600	$11,400	FY 2017	Other	Noise Mitigation	Post-Construction Noise Testing of the same sample of units in KWBTS Building B and SF homes	NCP Measure LU-1
Construction Inspection Services		$848,181	$763,363	$84,818	FY 2017	Other	Noise Mitigation	Construction Inspection Services for KWBTS Building B and 4 SF Homes	NCP Measure LU-1.
IFE for Construction Inspection Services		$4,000	$3,600	$400	FY 2017	Other	Noise Mitigation	Independent Fee Estimate Construction Inspection Services	FAA AC 150/5100-14D
Airport Noise Program Coordinator FY'18		$89,400	$80,460	$8,940	FY 2017	Other	Noise Mitigation	Monroe County and KWIA will utilize an independent contractor to fulfill the role of Airport Noise Program Coordinator. The Airport Noise Program Coordinator will oversee and coordinate the implementation of FAA-approved measures in the NCP.	NCP Measure PM-1
Subtotal FY 2017		$4,600,000	$4,140,000	$460,000	FY 2017				
Design and Bid of KWBTS Building C	76	$1,331,600	$1,198,440	$133,160	FY 2018	Other	Noise Mitigation	Designs (and complete documents) for all 76 eligible dwelling unit in KWBTS Building C will be prepared. Project will be advertised and bids received	NCP Measure LU-1
Pre-Construction Noise Testing		$114,000	$102,600	$11,400	FY 2018	Other	Noise Mitigation	Pre-Construction Noise Testing of a sample of the 76 units in KWBTS Building C	NCP Measure LU-1
Purchase Avigation Easements		$40,000	$36,000	$4,000	FY 2018	Other	Noise Mitigation	Owners of non-compatible dwelling units that do not wish to particpate will be offered the opportunity to participate in the Avigation Easement Acquisition Program	NCP Measure LU-2

Acquire Noise & Flight Track Monitoring System		$100,000	$90,000	$10,000	FY 2018	Other	Noise Mitigation	KWAI will establish a noise and flight track monitoring program, and acquire two portable noise monitors and an FAA-approved flight track monitoring system.	NCP Measure PM-7
Airport Noise Program Coordinator FY'19		$89,400	$80,460	$8,940	FY 2018	Other	Noise Mitigation	Monroe County and KWIA will utilize an independent contractor to fulfill the role of Airport Noise Program Coordinator. The Airport Noise Program Coordinator will oversee and coordinate the implementation of FAA-approved measures in the NCP.	NCP Measure PM-1
Subtotal FY 2018		$1,675,000	$1,507,500	$167,500	FY 2018				
NIP Construction of KWBTS Building C	76	$4,642,652	$4,178,387	$464,265	FY 2019	Other	Noise Mitigation	Construction of Building C will include 76 dwelling units	NCP Measure LU-1
NIP Post-Construction Noise Testing		$114,000	$102,600	$11,400	FY 2019	Other	Noise Mitigation	Post-Construction Noise testing of the same sample of units in KWBTS Building C	NCP Measure LU-1
Construction Inspection Services		$1,103,948	$993,553	$110,395	FY 2019	Other	Noise Mitigation	Construction Inspection Services for KWBTS Building C construction	NCP Measure LU-1
Airport Noise Program Coordinator FY'20		$89,400	$80,460	$8,940	FY 2019	Other	Noise Mitigation	Monroe County and KWIA will utilize an independent contractor to fulfill the role of Airport Noise Program Coordinator. The Airport Noise Program Coordinator will oversee and coordinate the implementation of FAA-approved measures in the NCP.	NCP Measure PM-1
Subtotal FY 2019		$5,950,000	$5,355,000	$595,000	FY 2019				
Design and Bid KWBTS Building A	65	$1,156,600	$1,040,940	$115,660	FY 2020	Other	Noise Mitigation	Designs (and complete bid documents) for all 65 eligible dwelling units in KWBTS Building A will be prepared. Project will be advertised and bids received	NCP Measure LU-1
Pre-Construction Noise Testing		$114,000	$102,600	$11,400	FY 2020	Other	Noise Mitigation	Pre-construction Noise Testing of a sample of the 65 units in KWBTS Building A	NCP Measure LU-1
Purchase Avigation Easements		$40,000	$36,000	$4,000	FY 2020	Other	Noise Mitigation	Owners of non-compatible dwelling units that do not wish to participate will be offered the opportunity to participate in the Avigation Easement Acquisition Program	NCP Measure LU-2
Noise Exposure Map Update and Noise Compatibility Program Amendment		$350,000	$315,000	$35,000	FY 2020	Other	Noise Mitigation	To maintain compliance with FAA Order 5100.38D, Appendix R, the County of Monroe will update the KWIA NEM's and amend the NCP, if necessary	
Airport Noise Program Coordinator FY'21		$89,400	$80,460	$8,940	FY 2020	Other	Noise Mitigation	Monroe County and KWIA will utilize an independent contractor to fulfill the role of Airport Noise Program Coordinator. The Airport Noise Program Coordinator will oversee and coordinate the implementation of FAA-approved measures in the NCP.	NCP Measure PM-1
Subtotal FY 2020		$1,750,000	$1,575,000	$175,000	FY 2020				
Construction of KWBTS Building A	65	$3,341,621	$3,007,459	$334,162	FY 2021	Other	Noise Mitigation	Construction of Building A will include 65 dwelling units	NCP Measure LU-1
Post-Constructin Noise Testing		$114,000	$102,600	$11,400	FY 2021	Other	Noise Mitigation	Post-construction Noise Testing of the same sample of units in KWBTS Building A	NCP Measure LU-1
Construction Inspection Services		$804,979	$724,481	$80,498	FY 2017	Other	Noise Mitigation	Construction Inspection Services for KWBTS Building A construction	NCP Measure LU-1
Airport Noise Program Coordinator FY'22		$89,400	$80,460	$8,940	FY 2021	Other	Noise Mitigation	Monroe County and KWIA will utilize an independent contractor to fulfill the role of Airport Noise Program Coordinator. The Airport Noise Program Coordinator will oversee and coordinate the implementation of FAA-approved measures in the NCP.	NCP Measure PM-1
Subtotal FY 2021		$4,350,000	$3,915,000	$435,000	FY 2021				
NIP Design		$1,750,000	$1,575,000	$175,000	FY 2022	Other	Noise Mitigation		
Subtotal FY 2022		$1,750,000	$1,575,000	$175,000	FY 2022				
NIP Construction		$4,500,000	$4,050,000	$450,000	FY 2023	Other	Noise Mitigation		
Subtotal FY 2023		$4,500,000	$4,050,000	$450,000	FY 2023				

From: [redacted]
To: [redacted]
cc: [redacted]
Subject: RE: Monroe County FY2016 to 2020
Date: Tuesday, September 15, 2015 4:16:03 PM
Attachments: [redacted]

Good afternoon Ron,

Below the FY2021 Program. I'll be programming these numbers next week with our Work Program folks.

Airport: Key West International Airport Sponsor: Monroe County Local ID: EYW
Year: 2021

	Project Description	FM Number	FACIP Number	State	FAA	Local	Total
1	Perimeter Fencing and Patrol Road		PFL0011183	$1,500,000.00	$0.00	$1,500,000.00	$3,000,000.00
2	Pavement Evaluation and Maint. Program		PFL0010894	$125,000.00	$0.00	$125,000.00	$250,000.00
3	Land Use Planning / Development		PFL0011184	$125,000.00	$0.00	$125,000.00	$250,000.00
4	Customs Expansion		PFL0010895	$1,778,000.00	$0.00	$1,778,000.00	$3,556,000.00
5	Essential Safety and Security Equipment		PFL0010896	$50,000.00	$0.00	$50,000.00	$100,000.00
				Yearly Total:	**$0.00**	**$3,578,000.00**	**$7,156,000.00**

Airport: The Florida Keys Marathon Airport Sponsor: Monroe County Local ID: MTH
Year: 2021

	Project Description	FM Number	FACIP Number	State	FAA	Local	Total
1	Drainage Study		PFL0010897	$230,400.00	$0.00	$46,080.00	$276,480.00
2	Pavement Evaluation and Maint. Program		PFL0011185	$200,000.00	$0.00	$40,000.00	$240,000.00
3	Design and Construct Hangars		PFL0010898	$1,529,600.00	$0.00	$305,920.00	$1,835,520.00
				Yearly Total:	**$1,960,000.00**	**$0.00**	**$392,000.00**	**$2,352,000.00**

Let me know if you have any additional changes.

Be well,

Luis

Luis Macias
Aviation Support Program Administrator
Florida Department of Transportation - District 6
Adam Leigh Cann Building
1000 NW 111th Avenue, Room 6131 A
Miami, Florida 33172
P (305) 470-5441 | F (305) 470-5205
Email Luis.Macias@dot.state.fl.us

A mile of Road will take you 2 miles, but a mile of Runway will take you anywhere

From: Macias, Luis
Sent: Tuesday, September 15, 2015 2:11 PM
To: Donald DeGraw (DeGraw-Donald@MonroeCounty-FL.Gov)
Cc: Beth Leto (Leto-Beth@MonroeCounty-FL.Gov); Laura DeloachHartle (DeloachHartle-Laura@MonroeCounty-FL.Gov); Ravenel-Thomas; Christopher Bowker (Christopher.Bowker@jacobs.com) (Christopher.Bowker@jacobs.com); Macias, Luis; Richardson, Dionne G
Subject: Monroe County FY2016 to 2020

Good afternoon Don

Below the revised Work Program with all of the FY2017 revision.

Year	ItemSeg	Ph	Sq	Description	SIS	Co. Name	Fund	Pg	PDC Date	Estimated	Commited	Difference
2016	254269-2	94	01	MONROE COUNTY AIRPTS PLANNING STUDY KEY WEST & MARATHON APTS		MONROE	DDR	28	12/19/2014	650,000	0	650,000
2016	431131-2	94	01	FL KEYS MARATHON APT CONSTRUCT 11 REPLACEMENT HANGARS		MONROE	DPTO	34	03/04/2015	920,400	0	920,400
2016	431133-8	94	01	KEY WEST INT'L APT MASTER PLAN UPDATES		MONROE	DDR	33	10/16/2013	348,601	0	348,601
										1,919,001	0	1,919,001
2017	254269-2	94	01	MONROE COUNTY AIRPTS PLANNING STUDY KEY WEST & MARATHON APTS		MONROE	DPTO	28	09/10/2015	400,000	0	400,000
2017	254269-2	94	01	MONROE COUNTY AIRPTS PLANNING STUDY KEY WEST & MARATHON APTS		MONROE	DPTO	33	09/10/2015	100,000	0	100,000
2017	431131-2	94	01	FL KEYS MARATHON AIRPORT CONSTRUCT 11 REPLACEMENT HANGARS		MONROE	DPTO	33	09/10/2015	1,000,000	0	1,000,000
2017	431133-7	94	01	KEY WEST INT'L AIRPORT TERMINAL ANNEX MODIFICATION II AND III		MONROE	DPTO	33	09/10/2015	1,464,000	0	1,464,000
2017	438647-1	94	01	FL KEYS MARATHON AIRPORT CAR WASH FACILITY		MONROE	DDR	33	09/10/2015	400,000	0	400,000
2017	438649-1	94	01	FL KEYS MARATHON AIRPORT MOSQUITO CONTROL		MONROE	DDR	33	09/10/2015	400,000	0	400,000
2017	438664-1	94	01	FL KEYS MARATHON AIRPORT ESSENTIAL AIRPORT EQUIPMENT		MONROE	DDR	33	09/11/2015	100,000	0	100,000
2017	438666-1	94	01	KEY WEST INT'L AIRPORT ESSENTIAL AIRPORT EQUIPMENT		MONROE	DDR	33	09/11/2015	700,000	0	700,000
2017	438670-1	94	01	KEY WEST INT'L AIRPORT COMMERCIAL APRON REHABILITATION/CONSTRUCTION		MONROE	DPTO	33	09/11/2015	500,000	0	500,000
2017	438671-1	94	01	KEY WEST INT'L AIRPORT TAXIWAY REHAB AND LIGHTING DESIGN		MONROE	DPTO	33	09/11/2015	30,000	0	30,000
2017	438674-1	94	01	KEY INT'L AIRPORT TAXIWAY REHAB AND LIGHTING CONSTRUCTION		MONROE	DDR	33	09/11/2015	75,000	0	75,000
2017	438674-1	94	01	KEY INT'L AIRPORT TAXIWAY REHAB AND LIGHTING CONSTRUCTION		MONROE	DPTO	33	09/11/2015	225,000	0	225,000
2017	438677-1	94	01	KEY WEST INT'L AIRPORT DRAINAGE IMPROVEMENTS - PHASE 2 & PHASE 3		MONROE	DDR	33	09/11/2015	100,000	0	100,000
2017	438680-1	94	01	FL KEYS MARATHON AIRPORT ENVIRONMENTAL ASSESSMENT		MONROE	DPTO	33	09/11/2015	70,000	0	70,000
2017	438683-1	94	01	FL KEYS MARATHON AIRPORT MASTER PLAN PHASE		MONROE	DPTO	33	09/11/2015	50,000	0	50,000
2017	438689-1	94	01	FL KEYS MARATHON AIRPORT GEOMETRY AIRFIELD DESIGN IMPRVMTS PHASE I		MONROE	DPTO	33	09/11/2015	40,000	0	40,000
2017	438705-1	94	01	KEY WEST INT'L AIRPORT SOLAR VOLTAICS STUDY AND PLAN		MONROE	DPTO	33	09/11/2015	20,000	0	20,000
										5,674,000	0	5,674,000
2018	431131-2	94	01	FL KEYS MARATHON APT CONSTRUCT 11 REPLACEMENT HANGARS		MONROE	DDR	34	10/22/2013	203,249	0	203,249
2018	433394-1	94	01	KEY WEST INT'L APT BAGGAGE SYSTEM REHAB		MONROE	DPTO	33	10/18/2013	465,000	0	465,000
2018	433394-1	94	01	KEY WEST INT'L APT ESSENTIAL AIRPORT EQUIPMENT		MONROE	DPTO	33	10/18/2013	250,000	0	250,000
2018	433395-1	94	01	KEY WEST INT'L APT FUEL FARM FIRE SUPPRESSION SYSTEM		MONROE	DPTO	33	10/18/2013	100,000	0	100,000
2018	433397-1	94	01	KEY WEST INT'L APT UPGRADE MIRLS TO HIRLS RUNWAY LIGHTS		MONROE	DPTO	33	10/23/2013	500,000	0	500,000
2018	433398-1	94	01	KEY WEST INT'L APT RENTAL CAR FACILITY		MONROE	DPTO	33	10/16/2013	2,000,000	0	2,000,000
2018	433399-1	94	01	KEY WEST INT'L APT MAINTENANCE FACILITY		MONROE	DPTO	33	10/16/2012	250,000	0	250,000

2018	433401-1	94	01	KEY WEST INT'L APT MAINTENANCE FACILITY		MONROE	DDR	11	10/23/2013	506,563	0	506,563
2018	433400-1	94	01	MONROE COUNTY AIRPORTS PLANNING STUDIES		MONROE	DPTO	28	10/18/2013	700,000	0	700,000
2018	433401-1	94	01	FL KEYS MARATHON APT ADDITIONAL ESSENTIAL AIRPORT EQUIPMENT		MONROE	DPTO	33	10/19/2012	125,000	0	125,000
										4,974,812	0	4,974,812
2019	433404-1	94	01	FL KEYS MARATHON APT TERMINAL EXPANSION		MONROE	DPTO	34	10/23/2013	1,760,881	0	1,760,881
2019	435270-1	94	01	KEY WEST INT'L APT PUBLIC PARKING EXPANSION		MONROE	DPTO	33	10/17/2013	500,000	0	500,000
2019	435270-2	94	01	KEY WEST INT'L APT TERMINAL EXPANSION AND REHAB		MONROE	DPTO	33	10/17/2013	1,000,000	0	1,000,000
2019	435270-3	94	01	KEY WEST INT'L APT VEHICLE FLEET UPGRADE AND CONVERSION		MONROE	DPTO	33	10/17/2013	750,000	0	750,000
2019	435272-1	94	01	KEY WEST INT'L APT RENTAL CARWASH FACILITY		MONROE	DPTO	33	10/17/2013	250,000	0	250,000
2019	435272-2	94	01	FL KEYS MARATHON APT RENTAL CARWASH FACILITY		MONROE	DPTO	34	10/22/2013	250,000	0	250,000
										4,510,881	0	4,510,881
2020	416734-1	94	01	MONROE CO. AIRPORTS AIRPORT IMPROVEMENTS DDR CONTINGENCY	SIS	MONROE	DDR	33	03/24/2015	233,478	0	233,478
2020	416734-1	94	01	MONROE CO. AIRPORTS AIRPORT IMPROVEMENTS DDR CONTINGENCY	SIS	MONROE	DPTO	33	03/24/2015	116,523	0	116,523
2020	431131-2	94	01	FL KEYS MARATHON APT CONSTRUCT 11 REPLACEMENT HANGARS		MONROE	DPTO	34	10/03/2014	467,151	0	467,151
2020	433394-1	94	01	KEY WEST INT'L APT ESSENTIAL AIRPORT EQUIPMENT		MONROE	DPTO	33	10/03/2014	50,000	0	50,000
2020	433400-1	94	01	MONROE COUNTY AIRPORTS PLANNING STUDIES		MONROE	DPTO	28	10/03/2014	700,000	0	700,000
2020	433410-1	94	01	KEY WEST INT'L APT RUNWAY SHOULDER WIDENING		MONROE	DPTO	33	10/03/2014	315,000	0	315,000
2020	436759-1	94	01	FL KEYS MARATHON APT AUTOMATED WEATHER OBSERVATION SYSTEM RELOCATION		MONROE	DDR	34	10/02/2014	200,000	0	200,000
2020	436760-1	94	01	FL KEYS MARATHON APT FUEL FARM RELOCATION		MONROE	DDR	34	10/02/2014	960,000	0	960,000
2020	436762-1	94	01	FL KEYS MARATON APT TAXIWAY REHAB & LIGHTING/NEW TAXIWAY CONNECTOR CST		MONROE	DDR	34	10/02/2014	296,000	0	296,000
2020	436772-1	94	01	KEY WEST INT'L AIRPORT REHAB & EXPAND TERMINAL FACILITIES		MONROE	DDR	34	10/03/2014	1,636,849	0	1,636,849
										4,975,001	0	4,975,001

1	2015	$	2,048,790.00
2	2016	$	1,919,001.00
3	2017	$	5,674,000.00
4	2018	$	4,974,812.00
5	2019	$	4,510,881.00
6	2020	$	4,975,001.00
Total		**$**	**24,102,485.00**

Let me know if you need any additional information. I'll be working on FY2021 next week and sending you an update as well.

Be well,

Lm

Luis Macias
Aviation/Seaport Program Administrator
Florida Department of Transportation - District 6
Adam Leigh Cann Building
1000 NW 111th Avenue, Room 6111-A
Miami, Florida 33172
o (305) 470-5441 | F: (305) 470-5205
Email: Luis.Macias@dot.state.fl.us

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 20, 2016 Department: Planning & Environmental Resources

Bulk Item: Yes ___ No X Staff Contact /Phone #: Mike Roberts (305) 289-2502

AGENDA ITEM WORDING: 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 Designation 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 ½of 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 ¼ of the NE ¼ (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.

ITEM BACKGROUND: The Tier Map for Big Pine Key and No Name Key was developed based on relative wildlife habitat quality as defined in the Habitat Conservation Plan (HCP). Monroe County developed the Tier Maps pursuant to county-wide Smart Growth Initiatives adopted in Goal 105 of the Comprehensive Plan and Strategy 1.1 of the Livable Communikeys Program Master Plan for Future Development of Big Pine Key and No Name Key (LCP). The proposed amendments are in compliance with Chapter 130-130(d) which requires that the Tier designations for parcels on Big Pine Key and No Name Key be consistent with the Tier designations in the LCP.

RE # 00112000-000000 (Parcel A)
The subject parcel is an Improved Subdivision (IS) parcel located approximately 0.6 miles south of U.S. 1 on Elma Avenue. The FLUM designation for the parcel is Residential High (RH). There is no change proposed for the site's land use district or FLUM designations. The property is open shoreline on Newfound Harbor, and approximately 2/3 of the parcel is bay bottom. According to property appraiser data, the parent parcel (RE # 00246470-000000) was subdivided in 1998. The resulting split out left this parcel as mostly bay bottom. The parent parcel as well as the split-out parcels are all designated Tier I. Submerged lands (bay bottom) do not have a Tier designation. A significant portion of the surrounding land area is characterized as environmentally sensitive and important for the continued viability of HCP covered species and are adjacent to large contiguous areas of native vegetation. The proposed Tier (Tier I) is consistent with the Tier designation of surrounding properties and is consistent with Figure 2.1 of the adopted LCP.

RE # 00111880-000210 (Parcel B)
The subject parcel is a designated easement in the Urban Residential—mobile home district (URM), approximately 400 feet north of U.S. 1 on Henry Lane. The corresponding FLUM designation is Residential High (RH). There is no change proposed for the site's land use district or FLUM designations. This parcel lies within an already heavily developed area that provides little habitat value to the Key deer and other protected species. The proposed Tier (Tier III) is consistent with the Tier designation of surrounding properties and is consistent with Figure 2.1 of the adopted LCP.

PREVIOUS RELEVANT BOCC ACTION:
On March 19, 2003 the Monroe County Board of County Commissioners (BOCC) approved Resolution 119-2003 authorizing submittal of the Habitat Conservation Plan for Key Deer and other protected species on Big Pine Key and No Name Key (HCP).

On December 17, 2003 the BOCC passed Resolution 562-2003 approving the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key as the policy document to direct growth and development of Big Pine Key and No Name Key. The LCP implements the HCP as well as provides for the development needs of the community.

The LCP was completed in August 2004, adopted by the Board of County Commissioners on August 18, 2004 and incorporated by reference into the Monroe County 2010 Comprehensive Plan by Policy 101.20.2(1).

The LCP was amended in June 2009 (Ordinance 020-2009) to revise certain figures to depict only the lands covered by the HCP; to implement the ROGO requirements of the HCP; to define the number of dwelling units to be permitted over the life of the Incidental Take Permit (ITP), including the limitations on Tier I development; to establish certain control dates for development and mitigation; and to regulate the construction of fences and accessory structures.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Staff recommends approval to amend the Tier Overlay District Map from No Designation to Tier I for RE # 00112000-000000 and to amend the Tier Overlay District Map from No Designation to Tier III for RE # 00111880-000210.

TOTAL COST: NA **INDIRECT COST:** NA **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 STP 12/29 OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included ___ Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

ORDINANCE -2016

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY TIER OVERLAY DISTRICT MAP FROM NO DESIGNATION 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 1/2 OF LOT 7, PINEY POINT SUBDIVISION (PLAT BOOK 3, PAGE 88) MONROE COUNTY, FLORIDA, HAVING REAL ESTATE # 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 ¼ OF THE NE ¼ (AKA 40' X 305' ROADWAY) OF SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, BIG PINE KEY, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE # 00111880-000210; AS PROPOSED BY THE MONROE COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL RESOURCES; 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 TIER OVERLAY DISTRICT MAP; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning & Environmental Resources Department identified properties without a tier designation and requested that the Tier Map Overlay designation for property identified as Real Estate Number 00112000-000000 be amended from having no Tier Overlay District designation to Tier I; and the Tier Overlay District designation for property identified as Real Estate Number 00111880-000210 be amended from having no Tier designation to Tier III.; and

WHEREAS, parcel number 00112000-000000 is located at 610 Elma Avenue, Big Pine Key and is legally described as bay bottom west and adjacent to lot 6 and the s 1/2 of lot 7, Piney Point Subdivision (Plat Book 3, Page 88); and

WHEREAS, parcel number 00111880-000210 is known as Henry Lane, legally described as a parcel of land in part of the SE ¼ of the NE ¼ (aka 40' x 305' roadway) of Section 27, Township 66 South, Range 29 East, Big Pine Key; and

WHEREAS, the Monroe County Development Review Committee considered the proposed Tier Overlay District Map amendment at a regularly scheduled meeting held on the 29th day of September, 2015; and

WHEREAS, at a regularly scheduled meeting held on the 18th day of November, 2015, the Monroe County Planning Commission held a public hearing for the review and comment of the proposed amendment to the Monroe County Tier Overlay District Map; and

WHEREAS, based upon the information and documentation submitted, the Planning Commission made the following Findings of Fact and Conclusions of Law:

1. §102-158(a) of the Monroe County Code maintains that map amendments (including the land use district maps) are not intended to relieve particular hardships, nor to confer special privileges or rights on any person, nor to permit a change in community character, as analyzed in Monroe County Year 2010 Comprehensive Plan, but only to make necessary adjustments in light of changed conditions; and

2. Pursuant to §102-158(d)(5)b of the Monroe County Code, the Monroe County Board of County Commissioners may consider the adoption of an ordinance enacting the proposed change based on one (1) or more of the following factors: (i) Changed projections (e.g., regarding public service needs) from those on which the text or boundary was based; (ii) Changed assumptions (e.g., regarding demographic trends); (iii) Data errors, including errors in mapping, vegetative types and natural features described in volume 1 of the plan; (iv) New issues; (v) Recognition of a need for additional detail or comprehensiveness; or (vi) Data updates; and

3. Staff has determined that the proposed Tier map amendment is consistent with MCC Sec. 102-158(d)(5)b: (iii) Data errors;

4. Staff has determined that the proposed Tier map amendment is consistent with Goal 105 of the Monroe County Comprehensive Plan; and

5.The proposed amendment is consistent with the Livable CommuniKeys Master Plan for Big Pine Key and No Name Key and the Habitat Conservation Plan; and

6. The proposed map amendment is consistent with the Principles for Guiding Development and not inconsistent with any principle in the Florida Keys Area of Critical State Concern.

7.The proposed amendment is consistent with Part II of Chapter 163, Florida Statutes.

WHEREAS, at a regular meeting held on the ___ day of _____ 2016, the Monroe County Board of County Commissioners held a public hearing to consider the adoption of the proposed amendment, considered the staff report and 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; and

WHEREAS, at the _____, 2016, public hearing, the BOCC voted to _____ the amendment to the State Land Planning Agency; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Tier Overlay District Map is amended as follows:

Parcel Number 00112000-000000, which currently has no Tier Designation, is designated Tier I as shown on the attached map, which is hereby incorporated by reference and attached as Exhibit 1.

Parcel Number 00111880-000210, which currently has no Tier Designation, is designated Tier III as shown on the attached map, which is hereby incorporated by reference and attached as Exhibit 2.

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 to the State Land Planning Agency as required by F.S. 380.05(11) and F.S. 380.0552(9).

Section 5. **Filing and Effective Date.** This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until approved by the State Land Planning Agency and, if appealed, until the appeal is resolved pursuant to Chapter 120 of the Florida Statutes.

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

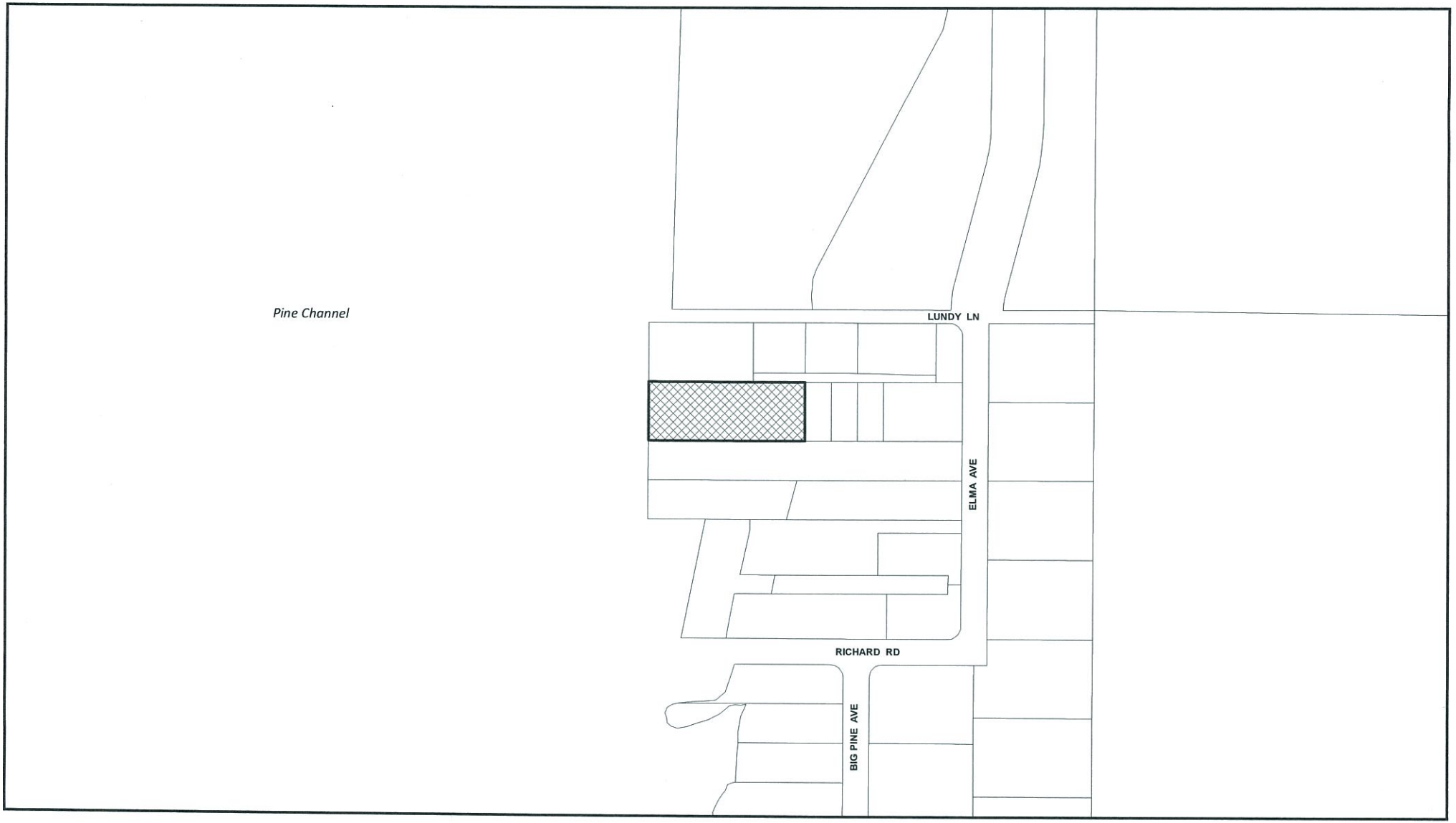
_____

DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 12/29/15

Exhibit 1



Ordinance____2015

N

Amendments to Tier Overlay District Maps

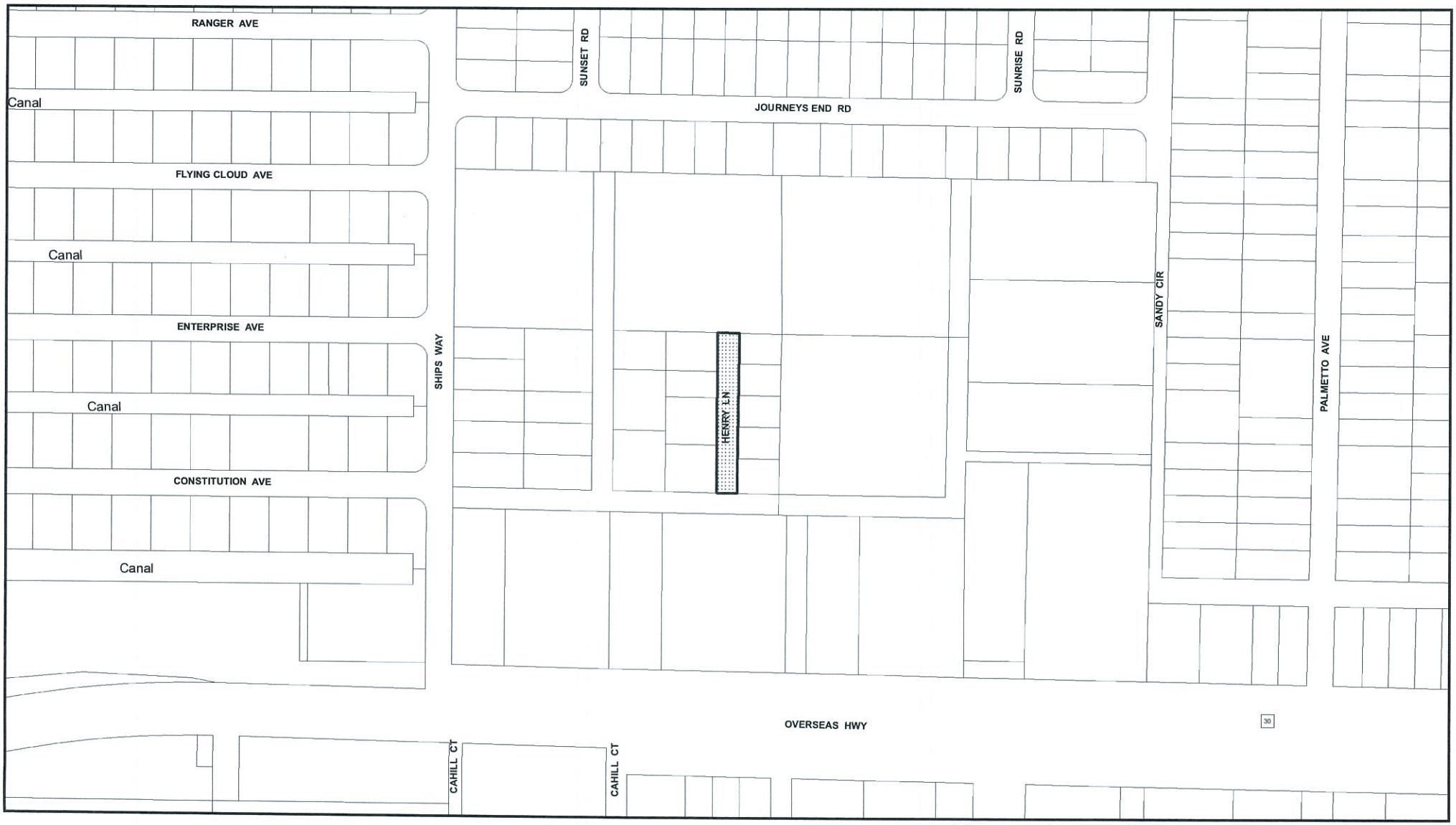
Amendments to Tier Overlay District

Tier I - Native Area

Amendment Date: _____

Print Date: Date: 9/14/2015

Exhibit 2



Ordinance____2015

Amendments to Tier Overlay District

Tier III - Infill Area

N

Amendments to Tier Overlay District Maps

Amendment Date: _____

Print Date: Date: 9/14/2015

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: The Monroe County Board of County Commissioners

Through: Mayté Santamaria, Senior Director of Planning & Environmental Resources

From: Michael Roberts, Sr. Administrator, Environmental Resources

Date: December 22, 2015

Subject: *Request for an Amendment to the Tier Overlay District (Zoning)Map designations for two (2) parcels which currently have no tier designation, consisting of vacant land on Big Pine Key, having real estate no's. 00112000-000000 & 00111880-000210 (File 2015-166)*

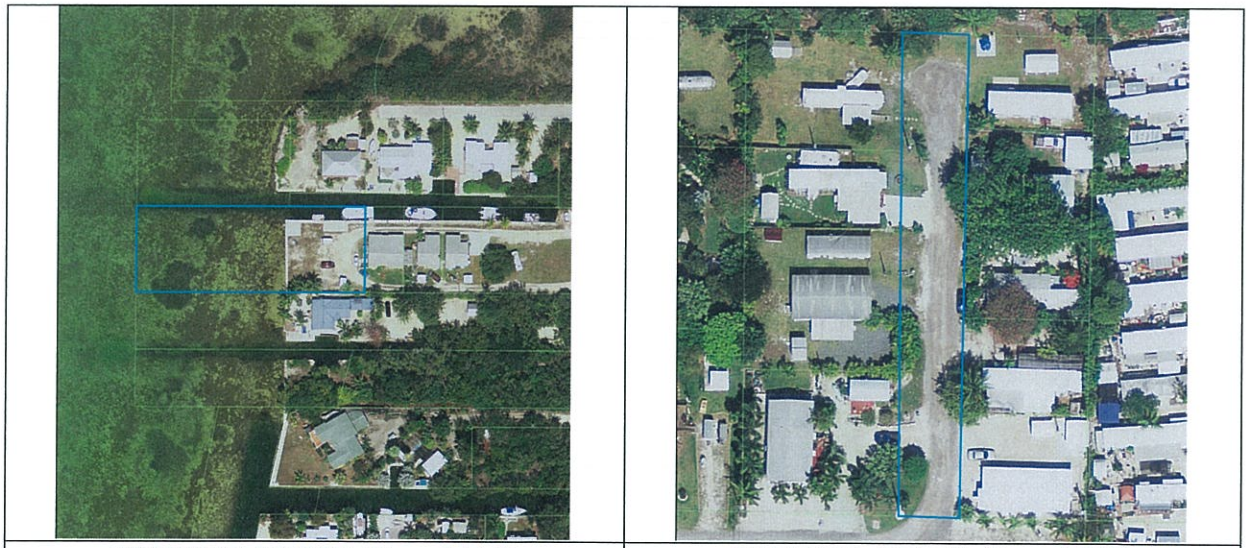
Meeting: January 20, 2016

I REQUEST

A request to amend the Monroe County Tier Overlay District Map designations for two (2) parcels which currently have no tier designation, legally described as:

A. Bay Bottom West and Adjacent to Lot 6 and the S ½ of Lot 7, Piney Point Subdivision Plat Book 3 Page 88 of the public records of Monroe County Florida having real estate number 00112000-000000; and

B. Part of the SE ¼ of the NE ¼ of Section 27, Township 66s, Range 29e, (aka 40' x 305' roadway); having real estate number 00111880-000210.



00112000-000000 (Parcel 'A')	00111880-000210 (Parcel 'B')
Subject Parcels (outlined in blue) (2012)	

BACKGROUND INFORMATION & RELEVANT PRIOR COUNTY ACTIONS

Site Information

A. RE # 00112000-000000

Address: 610 Elma Avenue, Big Pine Key

Legal Description: Bay Bottom West and adjacent to Lot 6 and the S ½ of Lot 7, Piney Point Subdivision Plat Book 3 Page 88 of the Public Records of Monroe County Florida.

Size of Site: 0.77 acres (33,693 square feet, approximately 9,600 square feet of upland)

Land Use District(s): IS-M

FLUM Designation: RH

Tier Designation: NULL

Existing Use: Vacant

Existing Vegetation / Habitat: Scarified; Vacant Developed Land

Community Character of Immediate Vicinity: The surrounding community consists of waterfront single family residences.

B. RE # 00111880-000210

Address: Henry Lane, Big Pine Key

Legal Description: Part of the SE ¼ of the NE ¼ of Section 27, Township 66S, Range 29E, (AKA 40' X 305' Roadway).

Size of Site: 12,200 square feet

Land Use District(s): URM

FLUM Designation: RH

Tier Designation: NULL

Existing Use: Vacant

Existing Vegetation / Habitat: Scarified; Developed Land

Community Character of Immediate Vicinity: The surrounding community is a mix of commercial and residential areas to the east and west with native habitat to the north.

Prior County Actions

- On March 19, 2003 the Monroe County Board of County Commissioners (BOCC) approved Resolution 119-2003 authorizing submittal of the Habitat Conservation Plan for Key Deer and other protected species on Big Pine Key and No Name Key (HCP).
- On December 17, 2003 the BOCC passed Resolution 562-2003 approving the Livable Communikeys Master Plan (LCP) for Big Pine Key and No Name Key as the policy document to direct growth and development of Big Pine Key and No Name Key. The LCP implements the HCP as well as provides for the development needs of the community.
- The LCP was completed in August 2004 adopted by the Board of County Commissioners on August 18, 2004 and is incorporated by reference into the Monroe County 2010 Comprehensive Plan by Policy 101.20.2(1).
- on October 19, 2005 the Board of County Commissioners adopted Ordinance 028-2005 adopting an amendment to the Monroe County Land Use District Map to include a Tier Overlay Map District designation on all land in Big Pine Key and No Name Key and

designating boundaries for Tier I, Tier II And Tier III as required in The Master Plan For Big Pine Key and No Name Key and Goal 105 of the 2010 Comprehensive Plan.

- The LCP was amended in June 2009 (Ordinance 020-2009) to revise certain figures to depict only the lands covered by the HCP; to implement the ROGO requirements of the HCP; to define the number of dwelling units to be permitted over the life of the Incidental Take Permit (ITP), including the limitations on Tier I development; to establish certain control dates for development and mitigation; and to regulate the construction of fences and accessory structures.

DRC Review

At its regularly scheduled meeting on September 29, 2015, the Monroe County Development Review Committee reviewed the proposed amendments. The information provided in the staff report and discussed at the meeting supports the Chair's decision to recommend approval to the Planning Commission and Board of County Commissioners.

PC Review

At its regularly scheduled meeting on November 18, 2015, the Monroe County Planning Commission reviewed the proposed amendment. The information provided in the staff report and discussed at the meeting supports the Planning Commission's decision to recommend approval to the Board of County Commissioners.

II PROPOSED AMENDMENT

Request to amend the Tier Overlay District designation for Parcel # 00112000-000000 from having no Tier designation to Tier I (Exhibit I)

Tier Overlay District Map amendment for Parcel 00112000-000000 (Parcel A)

Request to amend the Tier Overlay District designation for Parcel # 00111880-000210 from having no Tier designation to Tier III (Exhibit II)

Tier Overlay District Map amendment for Parcel 00111880-000210 (Parcel B)

Review of Amendment

The Tier Map for Big Pine Key and No Name Key were developed based on relative wildlife habitat quality as defined in the Habitat Conservation Plan (HCP). Monroe County developed the Tier Maps pursuant to county-wide Smart Growth Initiatives adopted in Goal 105 of the Comprehensive Plan and Strategy 1.1 of the Livable Communikeys Program Master Plan for Future Development of Big Pine Key and No Name Key (LCP). The proposed amendments are in compliance with Chapter 130-130(d) which requires that the Tier designations for parcels on Big Pine Key and No Name Key be consistent with the Tier designations in Figure 2.1 of the LCP.

The HCP focuses on the Key deer as an "umbrella species" and operates under the assumption that avoiding and minimizing impacts to Key deer habitat, will also provide direct protection to both populations and habitats of other terrestrial species. In the development of the HCP, the ecology and population dynamics of the Key deer was studied for three years and a Population Viability Analysis (PVA) model, including a spatial component, was produced to evaluate the impacts of development scenarios on the Key deer population. Based on the Key deer studies done for the HCP and the resulting spatial model, lands in the study area were classified into three "Tiers." Tier 1 lands are higher quality Key deer habitat. Tier 3 lands are the lowest quality Key deer habitat. Most of the parcels in Tiers 2 and 3 are interspersed among developed parcels and among canals. These areas provide little habitat value to the covered species." (Pg. 2 Habitat Conservation Plan).

As noted in the HCP, "the Key deer are wide ranging and utilize virtually all available habitat in the project area (defined as Big Pine Key & No Name Key), including developed areas (Figure 2.1, Lopez 2001)." Figure 2.1 indicates no utilization or distribution of Key deer in

close proximity to Parcel A during the 3 year study period. Key deer utilization or distribution was noted in proximity to Parcel B, although at very low density. (Pg. 20 Habitat Conservation Plan).

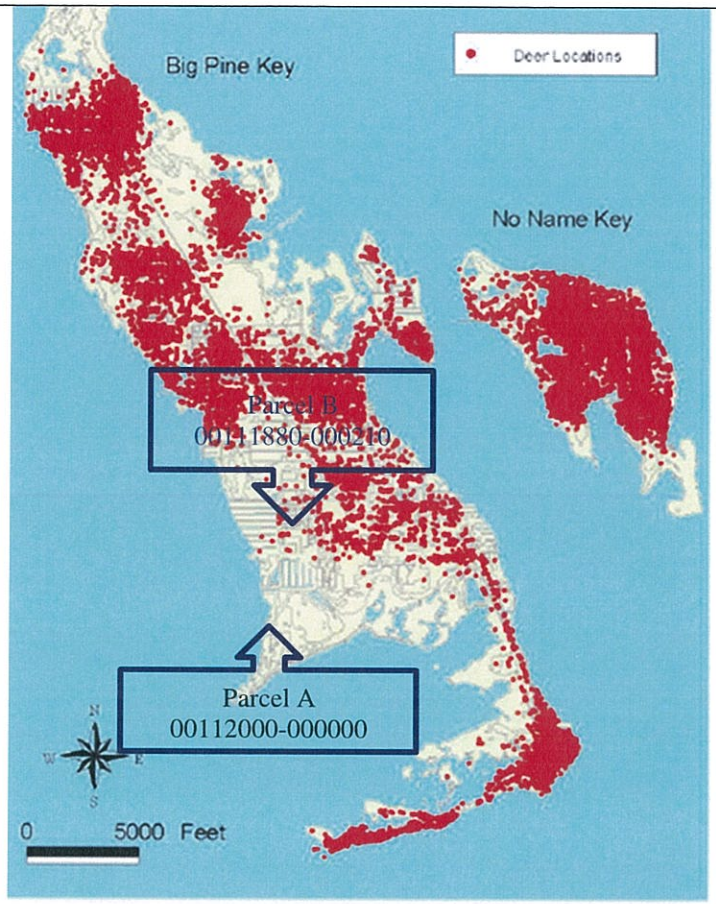
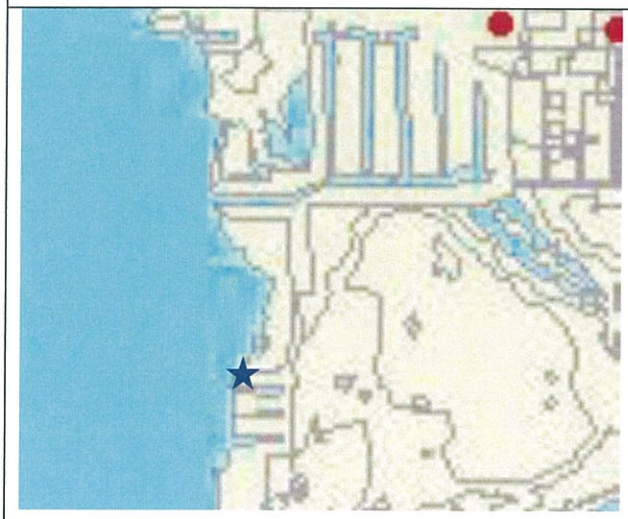


Figure 2.1. Key deer locations from telemetry data (Lopez 2001)



00112000-000000 (Parcel A)

00111880-000210 (Parcel B)

Figure 2.2 of the HCP depicts the Lower Keys marsh rabbit habitat, as identified by the U.S. Fish and Wildlife Service. This figure displays the Lower Keys marsh rabbit habitat on Big Pine Key and No Name Key (Faulhaber 2003) based on the most recent data on its distribution within the covered area. Figure 2.2 does not indicate Lower Keys marsh rabbit habitat within or adjacent to the subject properties. In addition, both parcels are outside of the 500 meter buffer established around marsh rabbit habitat (Pg. 23 Habitat Conservation Plan).

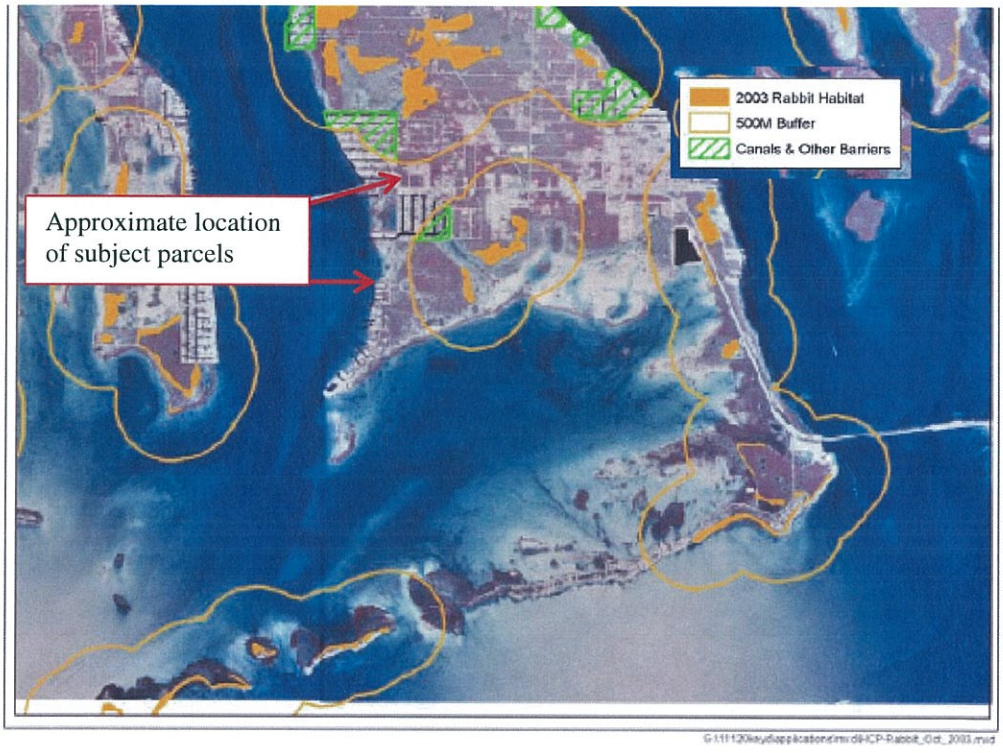
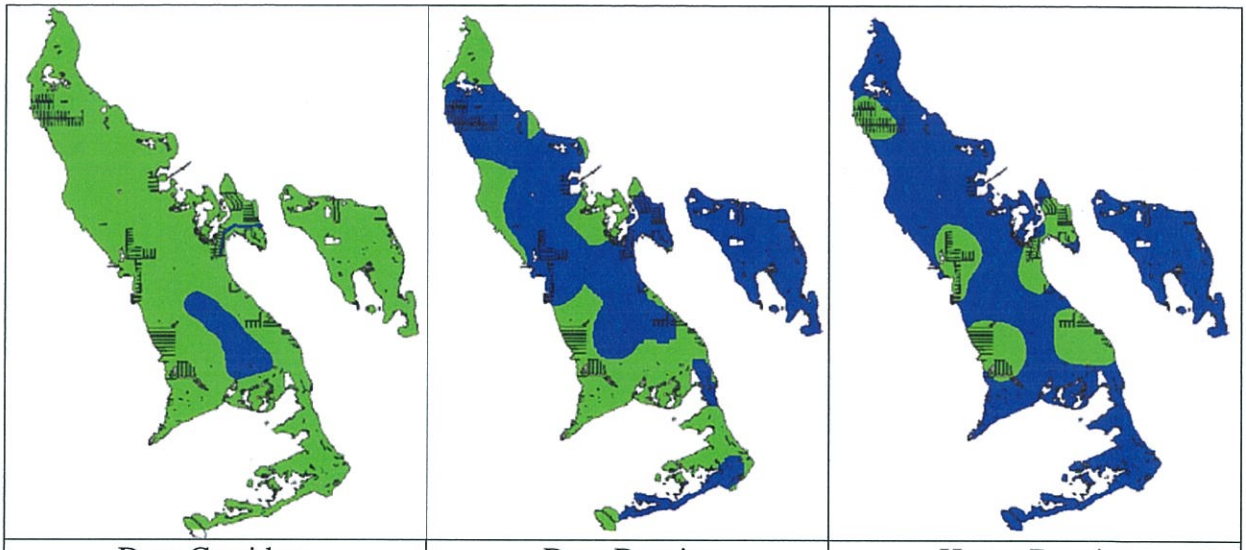


Figure 2.2. Lower Keys marsh rabbit habitat (Source: United States Fish and Wildlife Service).

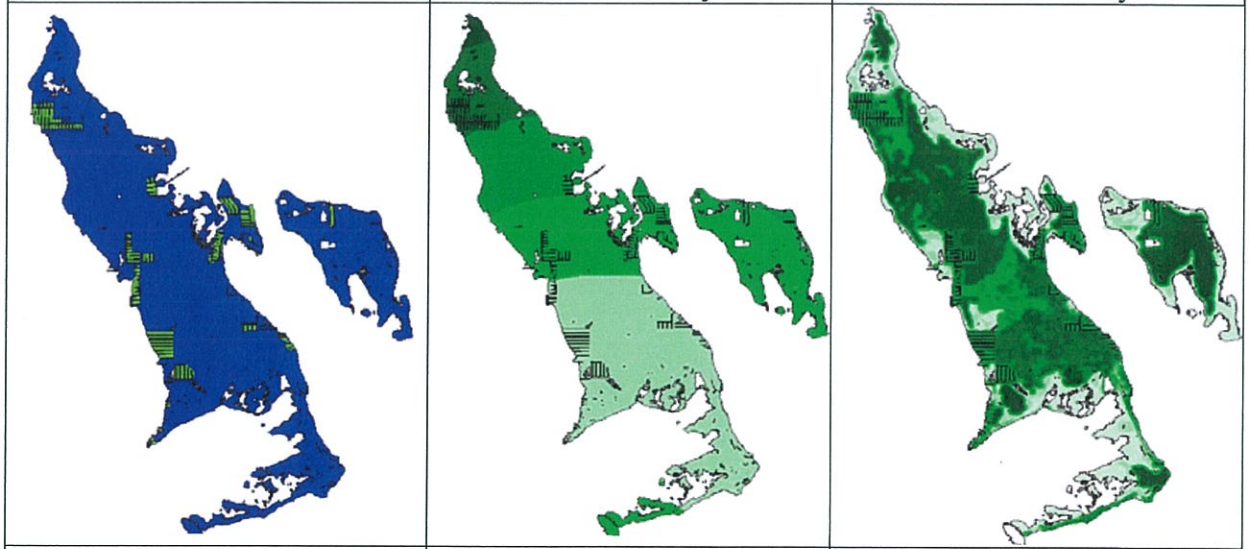
In order to address impacts to carrying capacity and mortality of the Key Deer on Big Pine Key and No Name Key, a spatial model that included a carrying capacity and a "harvest" (i.e., human-related mortality) grid in a Geographic Information System (GIS) was developed. The grids represent the entire study area (Big Pine Key and No Name Key) as an array of 10x10 meter cells; each cell's value represents its contribution to the total carrying capacity or harvest of the study area.

The final carrying capacity grid (Figure 2.5 of the HCP) represents the contribution of each 10x10 meter cell to the total carrying capacity of the study area after applying the weighting factor. Lopez (2001) estimated the number of Key deer that could be supported by available habitat in Big Pine Key and No Name Key. A weighting factor grid supported the development of the carrying capacity and harvest grids. The objective of the weighting grid was to address location-specific conditions that affect carrying capacity and harvest. The weighting factor grid analyzed six additional parameters:

- House density. Development in areas with higher house density would be less harmful to the Key deer than development in areas with lower house density.
- Deer corridors. Development outside Key deer corridors would be less harmful to the Key deer than development in areas within Key deer corridors.
- Patch quality: Development in smaller, fragmented habitat areas would be less harmful to the Key deer than development in larger, uninterrupted habitat areas.
- Deer density: Development in areas of low Key deer density would be less harmful to the Key deer than development in areas of high density.
- Distance from US-1. Development near US-1 would be less harmful to the Key deer than development farther from US-1.
- Water barriers. Development in areas with canals would be less harmful to the Key deer than development in areas without canals.



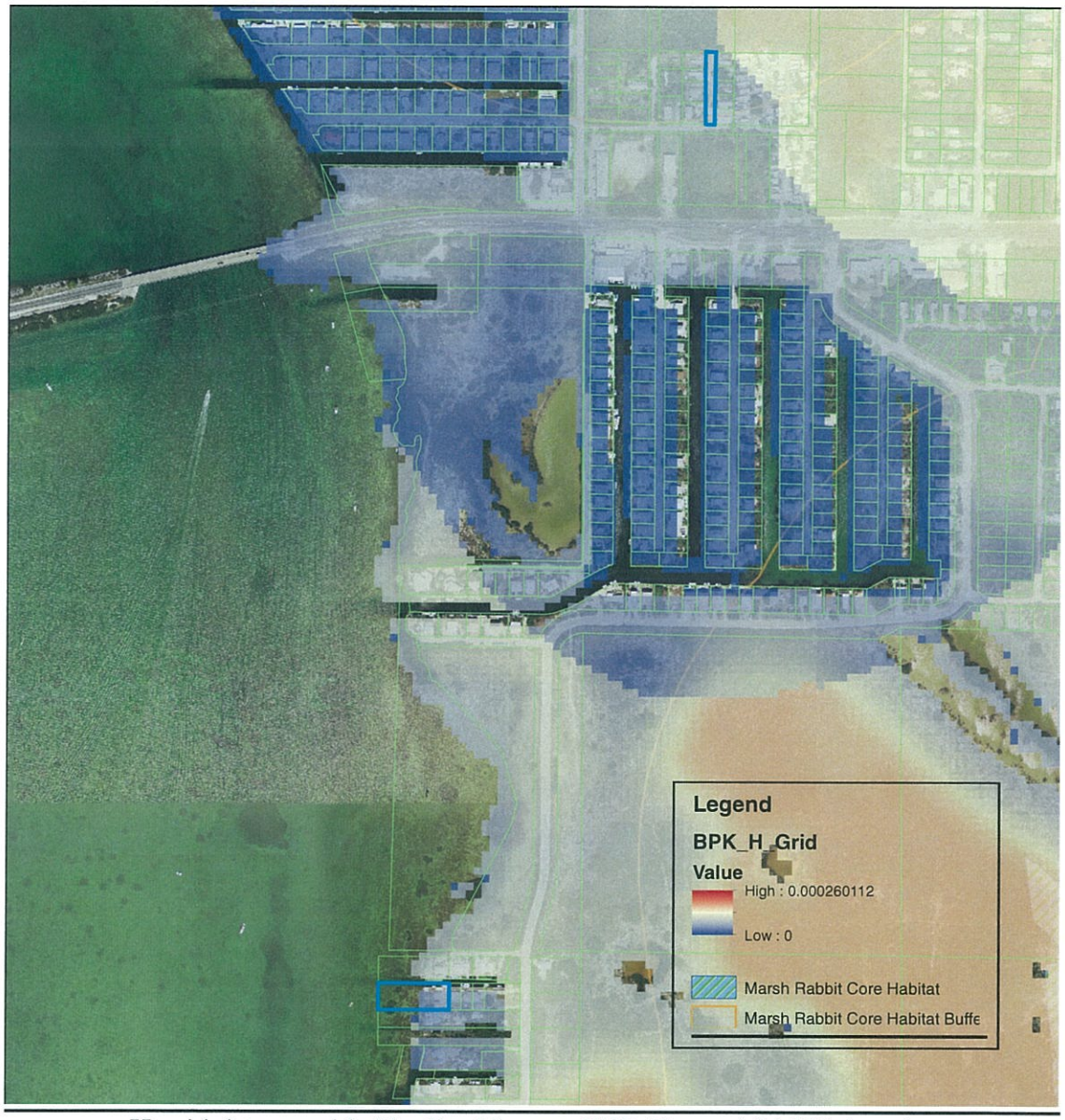
Deer Corridors | Deer Density | House Density



Water Barriers | Distance from U.S. 1 | Patch Quality

Figure 2.4. Six grid layers used to generate weighting factor grid
(darker shades = higher value for the deer)

The final carrying capacity grid (Figure 2.5) represents the contribution of each 10x10 meter cell to the total carrying capacity of the study area after applying the weighting factor. The final harvest grid represents the proportional contribution of each 10x10 meter cell to the total harvest in the study area. When the weighting factor is applied to each cell; the result is a differential contribution of the cells to the total human related mortality, or harvest, H.



H-grid data provided by Roel Lopez, PhD. Texas A&M University
Subject parcels outlined in blue

The 'H' grid data provided by Dr. Lopez reflects the habitat value of the subject parcels. The actual 'H' values for Parcel A range between 0.00014 and 0.00015 per 10 x 10 meter cell, while the 'H' values for Parcel B range between .000162 and .000165.

The HCP describes the habitat description and associated H values that should be reflected in the Tier designation. These descriptions are provided in Table 2.7 (below).

Table 2.7 (HCP pg. 43) Tier classification system (vacant privately-owned lands)

Tier	Description
1	Lands where all or a significant portion of the land area is characterized as environmentally sensitive and important for the continued viability of HCP covered species (mean H per 10x10 meter cell = 0.259 x 10^{-3}). These lands are high quality Key deer habitat, generally representing large contiguous patches of native vegetation that provide habitat for other protected species as well.
2	Scattered lots and fragments of environmentally sensitive lands that may be found in platted subdivisions (mean H per 10 x10 meter cell = 0.183 x 10^{-3}). A large number of these lots are located on canals and are of minimal value to the Key deer and other protected species because the canal presents a barrier to dispersal.
3	Scattered lots within already heavily developed areas that provide little habitat value to the Key deer and other protected species (mean H per 10x10 meter cell = 0.168 x 10^{-3}). Some of the undeveloped lots in this Tier are located between existing developed commercial lots within the US-1 corridor or are located on canals.

RE # 00112000-000000 (Parcel A)

The subject parcel is an Improved Subdivision (IS) lot located approximately 0.6 miles south of U.S. 1 on Elma Avenue. The FLUM designation for the parcel is Residential High (RH). There is no change proposed for the site's land use district or FLUM designations. The property is open shoreline on Newfound Harbor, and approximately 2/3 of the parcel is bay bottom. According to property appraiser data the parent parcel (RE # 00246470-000000) was subdivided in 1998. The resulting split out left this parcel as mostly bay bottom. The parent parcel as well as the split-out parcels are all designated Tier I. Submerged lands (bay bottom) do not have a Tier designation. A significant portion of the surrounding land area is characterized as environmentally sensitive and important for the continued viability of HCP covered species and are adjacent to large contiguous areas of native vegetation. The proposed Tier (Tier I) is consistent with the Tier designation of surrounding properties and is not inconsistent with Figure 2.1 of the LCP.

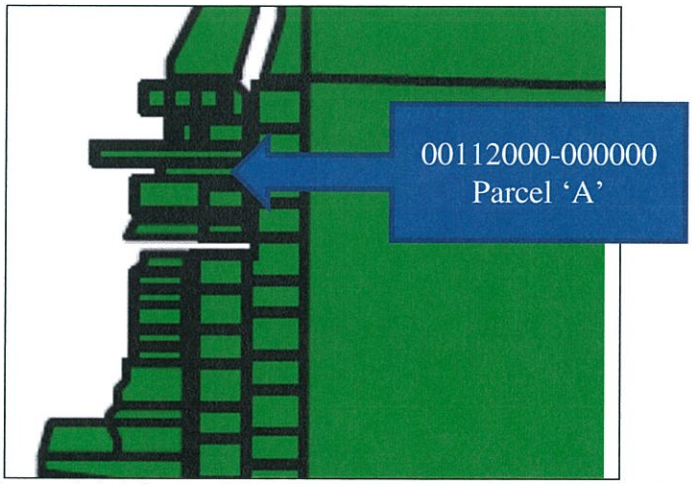


Figure 2.1 Master Plan for Future Development of Big Pine Key and No Name Key.

RE # 00111880-000210 (Parcel B)

The subject parcel is a designated easement in the Urban Residential—mobile home district (URM), approximately 400 feet north of U.S. 1 on Henry Lane. The corresponding FLUM designation is Residential High (RH) on the south. There is no change proposed for the site's land use district or FLUM designations. This parcel lies within an already heavily developed area that provides little habitat value to the Key deer and other protected species. The proposed Tier (Tier III) is consistent with the Tier designation of surrounding properties and is not inconsistent with Figure 2.1 of the LCP.

Figure 2.1 Master Plan for Future Development of Big Pine Key and No Name Key.

Consistency of the proposed amendment with the provisions and intent of the Monroe County Land Development Code:

Staff has determined that the proposed tier overlay district (zoning) map amendment is not inconsistent with the provisions and intent of Section 130-130(d) of the Monroe County Land Development Code as the proposed Tier Overlay District designations are consistent with Figure 2.1 of the Master Plan for Future Development of Big Pine Key and No Name Key (Exhibit 1).

Sec. 130-130. – Tier Overlay District

(a) Purpose. The purpose of the tier overlay district is to designate geographical areas outside of the mainland of the county, excluding the Ocean Reef planned development, into tiers to assign ROGO and NROGO points, determine the

amount of clearing of upland native vegetation that may be permitted, and prioritize lands for public acquisition. The tier boundaries are to be depicted on the tier overlay district map. Lands on Big Pine Key and No Name Key shall be delineated as tier I, II, or III. Lands in the remainder of the unincorporated county, excluding the Ocean Reef planned development, shall be delineated as tier I, III, and III-A (special protection area).

(b) Tier boundaries. Tier boundaries shall follow property lines wherever possible, except where a parcel line or distinct geographical feature, such as a canal or roadway, may be more appropriate.

(c) Tier boundary criteria, excluding Big Pine Key and No Name Key. The tier boundaries are designated using aerial photography, data from the Florida Keys Carrying Capacity Study, the endangered species maps, property and permitting information and field evaluation. The following criteria, at a minimum, are used to evaluate upland habitats and designate boundaries between different tier overlays:

1. Tier I boundaries shall be delineated to include one or more of the following criteria and shall be designated tier I:
    a. Vacant lands which can be restored to connect upland native habitat patches and reduce further fragmentation of upland native habitat.
    b. Lands required to provide an undeveloped buffer, up to 500 feet in depth, if indicated as appropriate by special species studies, between natural areas and development to reduce secondary impacts. Canals or roadways, depending on width, may form a boundary that removes the need for the buffer or reduces its depth.
    c. Lands designated for acquisition by public agencies for conservation and natural resource protection.
    d. Known locations of threatened and endangered species, as defined in section 101-1, identified on the threatened and endangered plant and animal maps or the Florida Keys Carrying Capacity Study maps, or identified in on-site surveys.
    e. Conservation, native area, sparsely settled, and offshore island land use districts.
    f. Areas with minimal existing development and infrastructure.

(d) Big Pine Key and No Name Key tier boundary criteria. The tier boundaries shall be designated using the Big Pine Key and No Name Key Habitat Conservation Plan (2005) and the adopted community master plan for Big Pine Key and No Name Key.

Consistency of the proposed amendment with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern pursuant to F.S. Chapter 380.0552(7).

For the purposes of reviewing consistency of the Land Development Code or any amendments to the Code 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) To strengthen local government capabilities for managing land use and development so that local government is able to achieve these objectives without the continuation of the area of critical state concern designation.

(b) To protect shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

(c) To protect 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) To ensure the maximum well-being of the Florida Keys and its citizens through sound economic development.

(e) To limit the adverse impacts of development on the quality of water throughout the Florida Keys.

(f) To enhance natural scenic resources, promote the aesthetic benefits of the natural environment, and ensure that development is compatible with the unique historic character of the Florida Keys.

(g) To protect the historical heritage of the Florida Keys.

(h) To protect 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 and disposal facilities;
3. Solid waste 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) To limit the adverse impacts of public investments on the environmental resources of the Florida Keys.

(j) To make available adequate affordable housing for all sectors of the population of the Florida Keys.

(k) To provide 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.

(l) To protect the public health, safety, and welfare of the citizens of the Florida Keys and maintain the Florida Keys as a unique Florida resource.

Staff finds the proposed amendment consistent with the Principles for Guiding Development as a whole and is not inconsistent with any one principle.

In accordance with MCC §102-158(d)(5)., the BOCC may consider the adoption of an ordinance enacting the proposed change based on one or more of the following factors:

1. *Changed projections (e.g., regarding public service needs) from those on which the text or boundary was based*;
   NA

2. *Changed assumptions (e.g., regarding demographic trends);*
   NA

3. *Data errors, including errors in mapping, vegetative types and natural features described in Volume 1 of the Year 2010 Comprehensive Plan*;
   The subject parcels were not assigned a Tier Overlay District designation when the Tier maps were adopted in 2005.

   The proposed Tier designation for Parcel A is consistent with the surrounding parcels and with Figure 2.1 of the LCP

   The proposed Tier designation for Parcel B is consistent with the surrounding parcels and with Figure 2.1 of the LCP

4. *New issues*;
   NA

5. *Recognition of a need for additional detail or comprehensiveness*; or
   NA

6. *Data updates*;
   NA

7. *Impact on Community Character:*

   Staff has determined that the proposed amendment to the Tier designation will not have an adverse impact on community character. The Tier Overlay District designation is utilized to implement and score ROGO applications, to steer growth and to establish clearing limits. The Tier designation will not impact community character.

III RECOMMENDATION

Staff recommends approval of the proposed amendments to the Tier Overlay District Map for Big Pine Key and No Name Key for Parcel A (RE # 00112000-000000) from undesignated to Tier I and Parcel B (RE # 00111880-000210) from undesignated to Tier III as the parcels meet the criteria for the recommended Tier designations in accordance with criteria of Section 130-130(d), the HCP and the LCP.

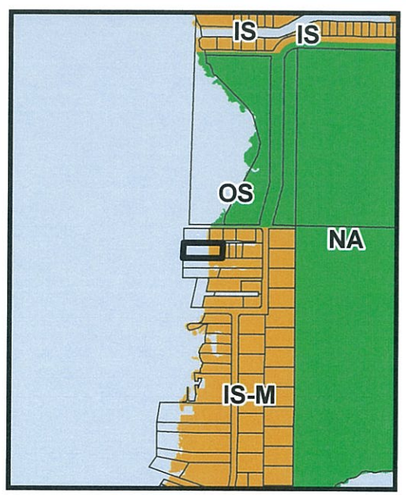
EXHIBIT I
TIER OVERLAY DISTRICT MAP AMENDMENT

PROPOSED TIER OVERLAY DISTRICT DESIGNATION

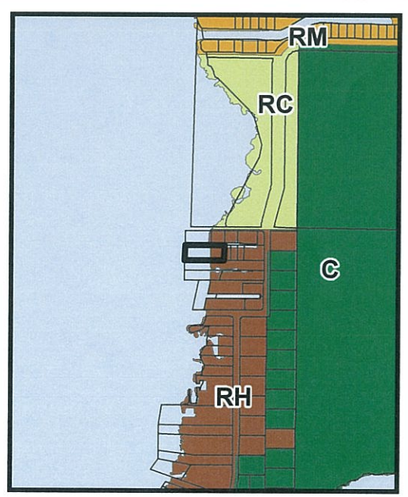
Monroe County Tier Overlay Map Amendment

Existing Tier

Proposed Tier



Land Use



FLUM Designation

Growth Management Division

We strive to be caring, professional, and fair.

The Monroe County Tier Overlay District
is proposed to be amended as indicated above and briefly described as:

Key: Big Pine Key Mile Marker: 29

Acreage: 0.81

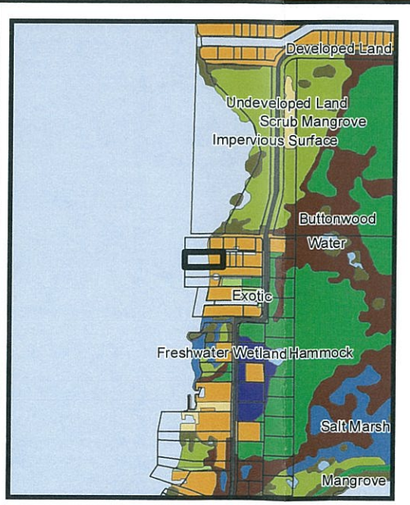
Tier Overlay Map #: 169

Proposal: Tier Overlay Map change of one parcel from No Tier Designation to Tier I.

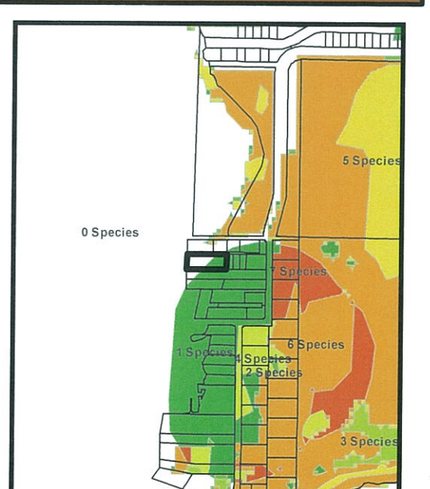
Property Description:

RE Number: 00112000-000000

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.



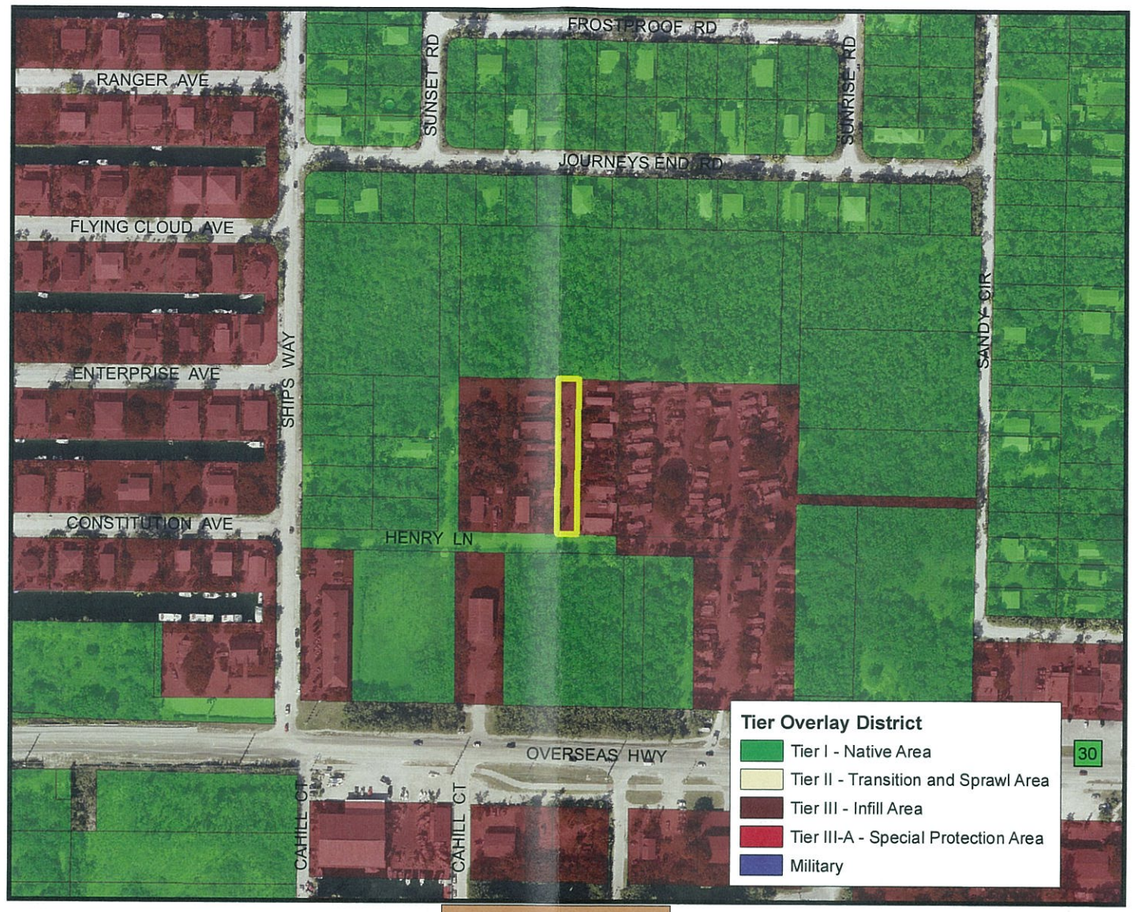
Habitat Type



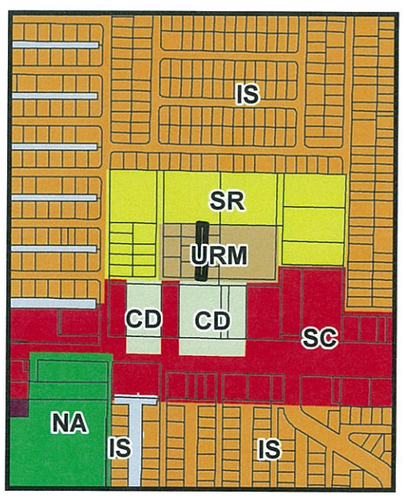
Number of Protected Species

Monroe County Tier Overlay Map Amendment

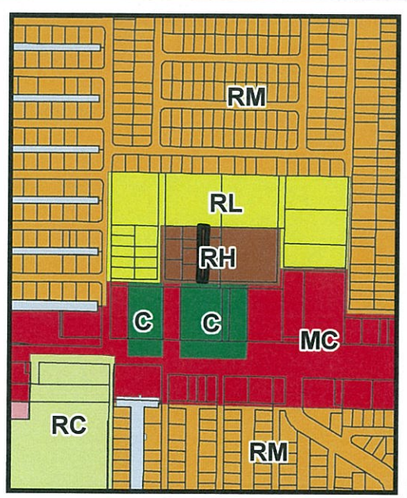
Existing Tier



Proposed Tier



Land Use



FLUM Designation

Growth Management Division

We strive to be caring, professional, and fair.

The Monroe County Tier Overlay District
is proposed to be amended as indicated above and briefly described as:

Key: Big Pine Key Mile Marker: 30

Acreage: 0.30

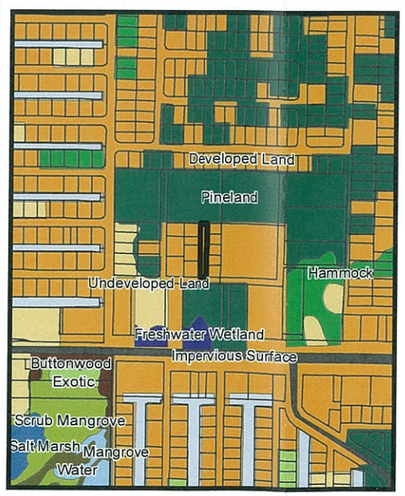
Tier Overlay Map #: 152

Proposal: Tier Overlay Map change of one parcel from No Tier Designation to Tier III

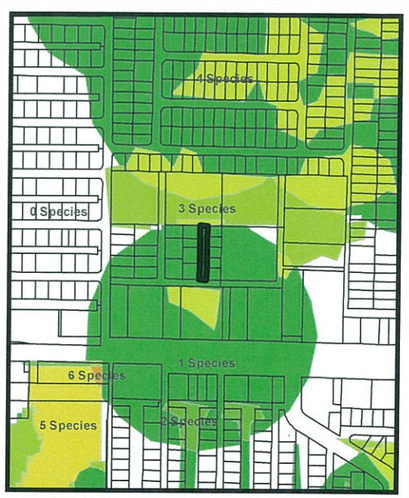
Property Description:

RE Number: 00111880-000210

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.



Habitat Type



Number of Protected Species

ADDITIONAL BACK-UP

Peters-Katherine

From:	Gerry H <gerryben15@yahoo.com>
Sent:	Friday, January 08, 2016 9:00 AM
To:	Peters-Katherine
Cc:	A GERRY
Subject:	Tier Hearing January 20, 2016 - 1ST OF TWO EMAILS 7 attachments in this email
Attachments:	Letter for hearing in Marathon.docx; Hearing 1-20th.jpg; Hearing 2 - 20th.jpg; Hearing 4 - 20th.jpg; Hearing 7- 20th.jpg; Hearing 8- 20th.jpg; Hearing 9 - 20th.jpg

To:

Katherine Peters

I was told by Steve Williams to forward this information for the January 20, 2016 hearing on the change of Tier designation for my property located at 610 Elma Avenue, Big Pine Key, Florida.

I am sending a letter and pictures that I hope you will be able to show at the hearing.

I will be sending you TWO emails so I can split the pictures up into two emails so your server can handle it.

Thank you.

Ben Hodgers
863 326-6362

Email gerryben15@yahoo.com

The first group of pictures shows the property in 1957 or 1958. The car in the picture is a 1957 ford. The next group of pictures shows the property as it is today without much change.

It looks about the same as when I lived there and went to Marathon High School from 1958 to 1962.

When friends and family would visit my family on the property we would take them to look for Key Deer. It was very hard to find a deer. We were lucky to see 2 Key Deer in a year.

Now the estimated number of Key Deer on Big Pines in 600. In the 1950's the estimate was 50 Key Deer. It appears that the growth of Key Deer is more than the increase in the population of the people.

The next group of pictures explains the Tier System. From the pictures of my property this does not reflect as a Tier One Property.

The aerial shows the land as developed and a Tier Zero. There is no information that I can find that describes a Tier Zero.

The next group of pictures shows what is an environmentally sensitive area. This by no means reflects my property.

Next is a map of the Key Deer locations on Big Pine. It does not show my property in this area.

I also have the building permit that allowed me to fence the property. The property was cleared by the biologists and building department in Marathon and was pre approved by the Fish and Wildlife Department in Vero Beach.

The property has no value to the Key Deer.

Two years ago I appealed my tax bill on the vacant property and was denied a hearing because I did not file in a timely matter. I was in Canada and had no way of knowing that I had missed the filing deadline.

I refiled the following year and was rewarded a reduction of about 60% due to the Tier Zero system and was given taxes back for 4 years.

This should prove that the classification of the Tier Zero has harmed me in my attempt to build and get into the rogo system. The negligence of the department that created the Tier system and overlooked my piece of property goes back many years and created a hardship and excess taxes on my behalf and my family.

As stated before I lived on Big Pine and now I want to be able to have a home on this piece of property that has been in my family for almost 60 years. The system has harmed my chances to retire and enjoy myself and my family on this piece of property.

I am requesting that this property be reconsidered to a Tier 3 and at the least be compensated in the rogo system for the time I have lost due to the negligence of the department that created the Tier system.

At the meeting in November that I attended on this same issue at the planning level, the only reason that they could establish was that all other properties surrounding my lot had a Tier 1 assigned to them. These properties should have never had a Tier 1 assigned to them because these properties were already developed with homes.

Looking at other properties that are in Tier 3, some appear to be more sensitive to the Key Deer than my piece of property.

(2)

County of Monroe

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 Heather Carruthers, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Danny L. Kolhage, Dist. 1
David Rice, Dist. 4
Sylvia Murphy, Dist. 5

We strive to be caring, professional, and fair.

NOTICE OF PUBLIC HEARING

The Monroe County Board of County Commissioners will hold a Public Hearing on **January 20, 2016,** at the Marathon Government Center, 2798 Overseas Highway, 2nd Floor, Marathon, Monroe County, Florida, beginning at 10 o'clock am, or as soon thereafter as may be heard, at which time the Board will hear any information or comments you wish to give regarding the following:

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY TIER OVERLAY DISTRICT MAP FROM NO DESIGNATION 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 1/2 OF LOT 7, PINEY POINT SUBDIVISION (PLAT BOOK 3, PAGE 88) MONROE COUNTY, FLORIDA, HAVING REAL ESTATE # 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 ¼ OF THE NE ¼ (AKA 40' X 305' ROADWAY) OF SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, BIG PINE KEY, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE # 00111880-000210; AS PROPOSED BY THE MONROE COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL RESOURCES; 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 TIER OVERLAY DISTRICT MAP; PROVIDING FOR AN EFFECTIVE DATE.
(File 2015-166)

THE HEARING IS NOT LIMITED TO THOSE RECEIVING THIS NOTICE. IF YOU KNOW ANY NEIGHBOR OR OTHER AFFECTED PROPERTY OWNER WHO FAILED TO RECEIVE THIS NOTICE, PLEASE INFORM THEM OF THIS PUBLIC HEARING.

PURSUANT TO FLORIDA STATUTE SEC. 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION OF THE BOARD, HE SHALL PROVIDE A TRANSCRIPT OF THE HEARING, PREPARED BY A CERTIFIED COURT REPORTER AT THE APPELLANT'S EXPENSE. THE TRANSCRIPT MUST BE FILED AS A PART OF THE RECORD OF THE APPEAL. A TRANSCRIPT MADE FROM RECORDINGS OR OTHER "SECONDARY" MEANS, DOES NOT PROVIDE A SUFFICIENTLY ACCURATE RECORD OF ALL THE SPEAKERS. THEREFORE, SUCH "SECONDARY" TRANSCRIPTS MAY NOT BE ACCEPTED AS A VALID VERBATIM TRANSCRIPT BY A COURT OR HEARING OFFICER.

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".

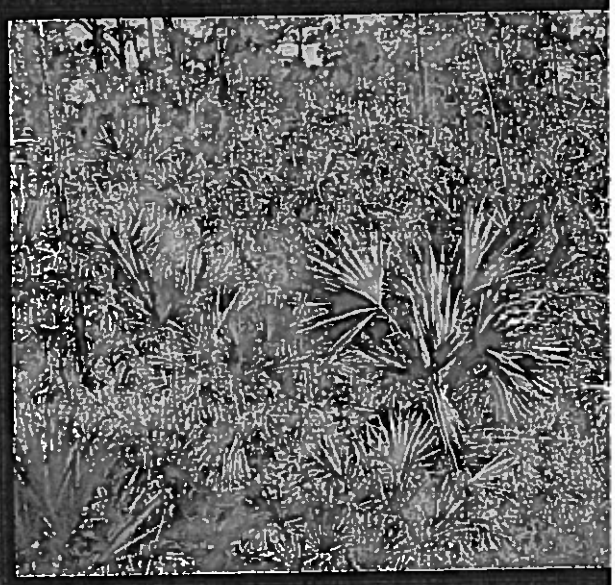
Mailed 01.04.16

(3)

The Florida Keys

Monroe County Tier I

- Natural areas, old and new growth,
- Provide a buffer to reduce secondary impacts.
- Endangered species habitat.
- Areas designated for acquisition
- ROGO 10 pts (0 pts Big Pine Key)
- App 8,260 acres, 6170 res. Parcels
- (app 1500 acres uplands)



Acquisition Area

(3)

The Florida Keys

Monroe County Tier II, III-a

- Fragmented unconnected habitat of less than 4 acres.
- Less than 50% developed.
- Large developed and undeveloped SR and SS lots w/habitat
- ROGO 20 pts, 10 pts BPK.
- 470 acres, 2,250 res. parcels

Sprawl Reduction

The Florida Keys

Monroe County Tier III

- Substantially developed subdivisions near established commercial areas.
- Small residential lots and mixed use areas.
- May contain small fragmented hammock areas and wetlands.
- ROGO 30 pts (20 pts BPK)
- 1040 acres, 4,085 res. parcels

Infill

Peters-Katherine

From:	Gerry H <gerryben15@yahoo.com>
Sent:	Friday, January 08, 2016 9:08 AM
To:	Peters-Katherine
Cc:	A GERRY
Subject:	Tier Hearing January 20, 2016 2ND OF TWO EMAILS 6 ATTACHMENTS
Attachments:	Hearing 6 - 20th.jpg; Hearing 11- 20th.jpg; Hearing 13 - 20th.jpg; Hearing 14 - 20th.jpg; Hearing 15 - 20th.jpg; Hearing 16 - 20th.jpg

To:

Katherine Peters

This is the second email with the remaining pictures.

Thank you.

Ben Hodgers
863 326-6362

Email gerryben15@yahoo.com

(1)

2.4.5 The Tier System: A Planning Tool to Manage Development and Conservation

Based on the Key deer studies done under this HCP and the resulting spatial model, Monroe County developed a conservation priority classification for private undeveloped lands in the study area. The private undeveloped lands in the study area are classified into three "Tiers" (Table 2.7 and Figure 2.6). Tier 1 lands are higher quality Key deer habitat. Tier 3 lands are the lowest quality Key deer habitat. Most of the parcels in Tiers 2 and 3 are interspersed among developed parcels and among canals. These areas provide little habitat value to the covered species. The tier classification helped in determining the location of potential new development and prioritizing mitigation areas.

Table 2.7. Tier classification system (vacant privately-owned lands)

Tier	Description	Area (acres) Big Pine Key	Area (acres) No Name Key
1	Lands where all or a significant portion of the land area is characterized as environmentally sensitive and important for the continued viability of HCP covered species (mean H per 10x10 meter cell = 0.259×10^{-3}). These lands are high quality Key deer habitat, generally representing large contiguous patches of native vegetation that provide habitat for other protected species as well.	973.4	217.0
2	Scattered lots and fragments of environmentally sensitive lands that may be found in platted subdivisions (mean H per 10 x10 meter cell = 0.183×10^{-3}). A large number of these lots are located on canals and are of minimal value to the Key deer and other protected species because the canal presents a barrier to dispersal.	101.6	0
3	Scattered lots within already heavily developed areas that provide little habitat value to the Key deer and other protected species (mean H per 10x10 meter cell = 0.168×10^{-3}). Some of the undeveloped lots in this Tier are located between existing developed commercial lots within the US-1 corridor or are located on canals.	58.5	0
	Total	**1,133.5**	**217.0**

Subject Aerial Map

(2)

Hammoc
Scrub Mangrove
Mangrove
Scrub Mangrove
Mangrove
Buttonwood
Mangrove
LUNDY
Water
eveloped Land
Mang
Developed Land
ELMA
Exotic
Hammock
Developed Land
Exotic
Developed Land
RICHARD
Mangro
Mangrove
Scrub Mangrov
Hammock
Salt
Developed La
Freshwater Wetland
Water
Scrub Mangrove
Developed Land
Buttonwood
Hammock
Developed Land
BIG PINE
Undeveloped Land
Buttonwood
Salt Marsh

4

5

DISPLAY THIS CARD ON JOB SITE VISIBLE FROM THE STREET

MONROE COUNTY GROWTH MANAGEMENT

BUILDING – FLOODPLAIN - DEVELOPMENTAL PERMIT

(6)

DATE ISSUED:	**03/03/2014**	**PERMIT NUMBER**	**13100825**
DEO DATE:	EXEMPT		
PURPOSE	FENCE		
OWNER	HODGERS BENJAMIN III		
CONTRACTOR	FLORIDA FENCE CORP		
SITE ADDRESS	VAC LOT PINEY POINT		
LEGAL DESCRIPTION	34 66 29 BIG PINE KEY BAY BOTTOM WEST &		
ZONING		**FLOOD ZONE**	

WARNING TO OWNER:

YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

ATTENTION:

1. "Owner Builder" must be available for all inspections.
2. No inspections will be made unless permit card is displayed and approved plans are readily available.
3. This permit shall become null and void unless the work authorized is commenced (and receives an approved inspection on this card) within one-hundred and eighty (180) days after the effective date of the permit.
4. Once commenced, with an approved inspection, this permit will remain active as long as there is an approved inspection within one-hundred and eighty (180) days of the last approved inspection; partial inspections do not count toward satisfying the 180 day requirement.
5. Certificate of Occupancy must be secured before this building can be used or inhabited for any purpose. Do not remove this card until issuance of a Certificate of Occupancy or Completion.

INSPECTION REQUEST PHONE LINE(s): 305-295-5160.

Please provide:

- **Permit number**: 13100825
- **Contractor ID (also provided on Permit)**
  Main: ID= 03831 — FLORIDA FENCE CORP
  Subs: Type **>> 5 digit ID <<** Company