**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, February 10, 2016
The Harvey Government Center
at Historic Truman School
1200 Truman Avenue
Key West, Florida

9:00 A.M. - Regular Meeting

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

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

1:30 P.M. - Closed Sessions

3:00 P.M. - Public Hearings

**TIME APPROXIMATE** **REGULAR MEETING**

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

A. ADDITIONS,CORRECTIONS, DELETIONS

1. Approval Of Agenda.

B. PRESENTATION OF AWARDS

1. Presentation To Tom Hambright, Senior Librarian – Local History For His Thirty Years Of Services To Monroe County.

   Documents: B1.PDF

C. BULK APPROVALS - COMMISSIONER KOLHAGE

1. Approval To Accept A Bid Proposal, Waiver Of Bid Irregularities, And Approve A Contract With The Most Responsive Bidder "Cliffhanger Janitorial, Inc.", Providing Janitorial Services At The Key West International Airport, In The Annual Amount Of $394,999.92, To Be Funded In Full With Airport Operating Fund 404.

   Documents: C1.PDF

2. Approval Of An Amended Ground Transportation Resolution (GTR) For The Key West International Airport.

   Documents: C2.PDF

3. Approval To Accept A Bid Proposal And Approve A Contract With The Most Responsive Bidder "USA Parking System, Inc." Providing Parking Lot Management Services At The Key West International Airport, Including Full Staffing During Normal Operating Hours And Fully Automated After Hours "Pay In Lane" Device.

   Documents: C3.PDF

4. Announcement To Accept Public Comment On The County's Application For Passenger Facility Charge Application #16 Funding At Key West International Airport And The Florida Keys Marathon International Airport.
   **11:00 A.M. TIME APPROXIMATE**

   Documents: C4R.PDF

5. Approval Of Amendment To The Subscription Agreement With Worxtime LLC Covering Calendar Year 2015, In Order To Engage Worxtime LLC To Direct Mail IRS Forms 1095-C (Required By IRS Sections 6055 And 6066 To Confirm Health Insurance Coverage) For All Employees And Retirees.

   Documents: C5.PDF

6. Approval Of A Service Agreement With Worxtime LLC Covering Calendar Year 2016, In Order To Engage Worxtime To Prepare And Direct Mail IRS Forms 1095-C (Required By IRS Sections 6055 And 6066 To Confirm Health Insurance Coverage) To All Employees And Retirees.

   Documents: C6.PDF

7. Approval Of Statement Of Work With AT&T To Exercise The County's Option To Extend The Dedicated Technician Services For An Additional 12 Month Term.

Documents: C7.PDF

8. Approval Of A Resolution Removing Previous Appointments Of Authorized Agents Of Animal Control Contractors.

   Documents: C8.PDF

9. Issuance (Renewal) Of A Class A Emergency Medical Services Certificate Of Public Convenience And Necessity (COPCN) To Monroe County Fire Rescue For The Operation Of An ALS Transport Ambulance Service.

   Documents: C9.PDF

10. Approval Of Federally-Funded Reoccurring Low Income Home Energy Assistance Program (LIHEAP), Subgrant Agreement # 16EA-0F-11-54-01-019 Between The State Of Florida, Department Of Economic Opportunity (DEO) And Monroe County Board Of County Commissioners (BOCC)/Monroe County Social Services For The Contract Period Of 3/1/16 To 3/31/17, In The Amount Of $199,740.

    Documents: C12.PDF

11. Approval Of Amendment #001 To Standard Contract AA-1629, Older Americans Act (OAA) Between The Alliance For Aging, Inc. (AAA) And The Monroe County Board Of County Commissioners (Monroe County Social Services/In Home And Nutrition Programs) For The Current Contract Period Of 1/1/2016 To 12/31/2016.

    Documents: C13.PDF

12. Approval Of Amendment 2 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 Provides Modified Design And Revised Construction Drawings To Adapt The Project For Sea Level Rise (SLR) Projections Based On 2015 Tidal Data For An Additional Fee Of $42,510.

    Documents: C14.PDF

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

    Documents: C15.PDF

14. Approval To Waive Sections 17-4 And 18-1 Of The County Code To Allow For Daily And Overnight Camping In The S.E. Corner Of Key Largo Community Park By Volunteers And Cyclists Participating In The 2016 Bike MS: Breakaway To Key Largo On March 5, 6 & 7, 2016, For Use Of Card Sound Road And Bridge, And For Waiver Of All Fees Associated With The Use Of Monroe County Facilities And Roads And Bridges During Those Dates

    Documents: C16.PDF

15. Approval To Award Public Works Surplus Items As Described

In Attached Recap Of Bid Opening On January 5th, 2016 (County ID#S: 1638, 1667, 1689, 1698, 1702, 2088, 3681, 4334, 4443, 4444, 4500, 4973, 4926, 5586, 1518, 1790, 2025, 2038, 2039, 2163, 3433, 4491, 1134, 1422, 1466, 2162 & 2178).

Documents: C17.PDF

16. Approval Of 8th Amendment With Humane Animal Care Coalition, Inc. (HACC) For CPI-U Adjustment Of 0.8% From December 1, 2015 To June 30, 2016 And 0.7% From July 1, 2016 To June 30, 2017 And Amending Deadline For Requesting CPI-U Adjustment To May 1st.

Documents: C18.PDF

D. TOURIST DEVELOPMENT COUNCIL

1. Approval To Advertise A Request For Applications For FY 2017 Capital Project Funding.

Documents: D1.PDF

2. Approval To Advertise A Request For Applications For FY 2017 Destination And Turnkey Event Funding.

Documents: D2.PDF

3. Approval To Advertise A Request For Proposals For Professional Advertising Agency Services For Monroe County Tourist Development Council.

Documents: D3.PDF

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

Documents: D4.PDF

E. STAFF REPORTS

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

1. Approval Of The Minutes For The Meetings Held On January 19, 2016 And January 20, 2016.

Documents: F1.PDF

2. Approval Of Contracts To Purchase Property For Conservation.

a. Block 6, Lots 1, 29, And 30, Gulfstream Shores, Key Largo

Documents: F2A.PDF

b. Block 2, Lot 32, Eden Pines Colony, Big Pine Key

Documents: F2B.PDF

3. Approval Of A Resolution Adding A Portion Of Peary Court In Key West To The Acquisition List And Authorizing Funding Toward The City Of Key West's Purchase Of Said Property For

Affordable Housing.

Documents: F3.PDF

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

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

1. Approval Of The Selected Contractor, Earth Tech Enterprises, Inc., And Contract For A Habitat Restoration Project Within Dagny Johnson Key Largo Hammock Botanical State Park As Mitigation For The Construction Of The Key Largo Wastewater Treatment District (KLWTD) Wastewater Treatment Plant.

   Documents: H1.PDF

2. Approval Of Amendment No. 4 To Contract For Permitting, Plan Review And Inspections As Needed Professional Support Services With M.T. Causley, Inc. Maintaining The Same Rates And Extending To September 30, 2020.

   Documents: H3R.PDF

3. Approval, Pursuant To Section 163.3184(4)(E)1., F.S., For The Director Of Planning & Environmental Resources To Send A Letter To The State Land Planning Agency Requesting An Additional Extension Of Time To Adopt The Future Land Use Map Amendments Transmitted To The State Land Planning Agency On December 10, 2014 Via Resolution 374-2014 (Two Parcels On Key Largo 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 00091000.000000and 00091020.000000.

   Documents: H4.PDF

4. Approval Of Contract Amendment To The Agreement Between Florida State University And The Monroe County Board Of County Commissioners For Professional Services To Be Performed By FSU – Florida Conflict Resolution Consortium Center Facilitators For Staff Support For An Additional Four Meetings (12 Total Meetings) Of The Monroe County Affordable Housing Advisory Committee At An Additional Cost Of $23,800.00.

   Documents: H5.PDF

5. Presentation Of A Resolution To The Board Of County Commissioners From The Affordable Housing Advisory Committee (AHAC) Recommending And Supporting The County Funding And Completing A Workforce Housing Study To Support Development Of Inclusionary Housing

Requirements For Hospitality And Commercial Sector To Build Workforce Housing.

Documents: H6.PDF

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

1. Discussion And Direction Related To The Administrative Fees Included Within The Ground Leases The County Has Approved For The Development Of Affordable Housing And Direction On Requests To Waive The Administrative Fees Which Were Originally Intended To Reimburse The County For The Coordination Of Affordable Housing.

Documents: I1.PDF

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

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

Documents: J1.PDF

2. 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.

Documents: J2.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 By The Board Of County Commissioners To Reappoint Todd German To The RESTORE Act Local Committee With Term Expiring March, 2017.

Documents: L1.PDF

2. MAYOR CARRUTHERS: Approval Of A Resolution Requesting SB 306/HB 143 Be Amended To Also Authorize Counties To Qualify As A "Coastal Community" As Defined In The Proposed Bills Which Create F.S. 403.70325,To Allowing Qualifying Counties To Also Participate In A Pilot Program To Regulate Or Ban Disposable Plastic Bags, In Addition To Municipalities.

Documents: L2.PDF

3. MAYOR CARRUTHERS: Approval Of A Resolution Urging The Passage Of SB1554/HB 4063 To Repeal F.S. 386.209 To Allow Local Control Of Smoking Regulations And Urging Citizens To

Recognize The Negative Impact Of Second Hand Smoke And Refrain From Smoking Or Using Tobacco Products On County Property.

Documents: L3.PDF

M. COUNTY CLERK

1. Report.

N. COUNTY ADMINISTRATOR

1. Report.

   Documents: N1.PDF

2. Approval To Enter Into A Contract With Earth Tech Enterprises, Inc. For $202,384 To Remove An Existing Ineffective Weed Barrier System And Install A New Air Curtain System On Canal #266 (Located Between Bailey's Lane And Witters Lane In Doctor's Arm Big Pine Key); To Demolish Portions Of An Existing Ineffective Weed Barrier And Install A New Air Curtain System At On Canal #287 (Located Between Atlantis Drive And Hollerich Drive In Big Pine Key); And To Waive The Requirements To Submit Financial Statements With Their Proposal.

   Documents: N2.PDF

3. Approval Of A Resolution Adopting A Revised Table Of Organization Dated February 10, 2016 And Repealing Resolution 181-2015.

   Documents: N3.PDF

4. Confirmation Or Reconfirmation Of Assistant County Administrators And Department Heads Under The New Table Of Organization.

   Documents: N4.PDF

5. Approval To Advertise A Request For Proposals For Installing An In Situ Muck Aeration System In Canal #48 In Key Largo, Or An Alternate Location If Needed, And Providing A 2-Year Period Of Operations And Maintenance.

   Documents: N5.PDF

6. Discussion And Direction On Borrowing Strategy On The Current Debt-Funded Construction Projects As Well Presentation On The General Long-Term Countywide Capital Requirements Versus Resources.
   **2:00 P.M. TIME APPROXIMATE**

   Documents: N6.PDF

7. Approval To Negotiate A Contract With Public Financial Management, Inc. (PFM) For Financial Advisory Services. This Is A Professional Service Contract To Provide Financial Planning, Policy Development, Services Related To Debt

Transactions And Other Financial Services.

Documents: N7.PDF

8. Approval Of A Resolution Expressing Support For Florida Department Of Environmental Protection's 2016 Legislative Budget Request To Address The Safety Conditions Of The Historic Pedestrian Bridges Along The Florida Keys Overseas Heritage Trail.

   Documents: N8.PDF

9. Approval Of A Resolution Expressing Support Of The Monroe County Board Of County Commissioners For HB 1223 And SB 1544 That Will Enact State-Level Coordination Of Efforts And Activities Being Taken Around The State To Prepare For And Respond To Impacts Related To Extreme Weather And Climate Change Including Flooding, Drought, Storm Surge, High Tides, Tropical-Storm Winds, Extreme Heat, And Saltwater Intrusion Of Drinking-Water Aquifers.

   Documents: N9.PDF

O. COUNTY ATTORNEY

1. Report.

2. Approval To Advertise A Public Hearing To Consider An Ordinance Creating Sections 23-43 Through 23-47 Of The Monroe County Code, To Provide A Reduction In Assessed Value For Construction Or Reconstruction Of Homesteaded Property Completed After January 7, 2003 For The Purpose Of Providing Living Quarters For Parents Or Grandparents Of Property Owners, Pursuant To F.S 193.703 And The 2002 Amendment To The Florida Constitution Known As The "Granny Flats" Amendment.

   Documents: O3.PDF

3. Report On Status Of Key West Resort Utilities (KWRU) Rate Application Pending In Front Of Florida Public Service Commission, Docket No. 150071-SU; Discussion And Direction To Staff.

   Documents: O4.PDF

4. Authorization To Initiate Litigation Against H. Keith Munt And The Property Located At 1238 Long Beach Drive, Big Pine Key, Florida, To Seek Compliance With The County Codes And Enforce A Lien Arising From Code Compliance Case Number CE08080209.

   Documents: O5.PDF

5. Approval Of A Settlement Agreement For Code Compliance Liens Regarding Real Property Located At 537 Plante Street, Key Largo, FL

   Documents: O6.PDF

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

1. 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 In Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County Florida, Having Real Estate Numbers 00122080.000000, 000122081.000200, 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

   Documents: P1.PDF

2. 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 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 0012280.000000, 00122081.000200, 00122010.000000 And 00121990.000000; As Proposed By Rockland Operations, LLC And Rockland Commercia

   Documents: P2.PDF

Q. PROJECT MANAGEMENT - 10:00 A.M.

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: Library

Bulk Item: Yes ___ No _X_ Staff Contact /Phone #: Anne Rice 305-292-3594

---

**AGENDA ITEM WORDING:**
Presentation to Tom Hambright, Senior Librarian – Local History for his thirty years of service to Monroe County.

---

**ITEM BACKGROUND:**

---

**PREVIOUS RELEVANT BOCC ACTION:**

---

**CONTRACT/AGREEMENT CHANGES:**

---

**STAFF RECOMMENDATIONS:**

---

**TOTAL COST:**_____ **INDIRECT COST:** _____**BUDGETED:** Yes ___No ____

**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

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

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

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

**DOCUMENTATION:** Included ____ Not Required____

**DISPOSITION:**_____ **AGENDA ITEM #**_____

Revised 6/15

# 30 Years of Service Award

**Tom Hambright, Senior Librarian—Local History**

Tom Hambright has served the Monroe County Public Library and the entire Florida Keys community as Local Historian at the Key West Library for the past 30 years. He is acclaimed for his extensive knowledge of the history of Key West and the Florida Keys, not just throughout Monroe County but throughout the entire State of Florida.

Before joining the Library staff, Tom served 21 years with the Navy, retiring with the rank of Lieutenant Commander. Following that retirement, he worked as Curator for the Lighthouse Museum and East Martello for three years, where he expanded his interest in Keys lore and legend.

In his 30 years of Library service, Tom has given presentations on Keys history to most of the non-profit organizations in the County, from Key Largo to Key West, and is known far beyond this community as the "Keys Historian." In this capacity he has worked with authors, students, journalists, film producers, and scholars, sharing his wealth of knowledge, and has appeared on television himself a number of times. During this time he assisted in the planning for and construction of a new wing and special vault for the unique Florida History collection that he has helped to develop and now carefully oversees, while still adding new and old items of interest to enhance what has already been gathered. He was honored as Monroe County Employee of the Year in 1999.

Tom has served on the Board of Directors of the Old Island Restoration Foundation,

Salvation Army, and the Key West Art and Historical Society. He has also serves on the board of the Key West Maritime Historical Society and has published articles in the *Florida Keys Sea Heritage Journal* and *The Florida Genealogist.* He has produced the daily column "Today in Keys History" for the Key West Citizen with his wife, Lynda, since 1998, and is a regular contributor to numerous other historical publications.

Over the last decade, Tom has contributed nearly 20,000 digital images with descriptions from the Florida History photographic collection to the Flickr website, which has garnered over 14 million hits since its debut online.

Although the Florida History archival collection, under Tom's guidance, has grown to be an extensive collection of unique materials, Tom's own memory is the real treasure of the collection. Tom Hambright is an extraordinary ambassador for Monroe County, a valued colleague to his fellow employees, and a historic treasure to the community. We are extremely grateful for his 30 years of extraordinary service on behalf of the Monroe County Library, and look forward to many more.

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: 02/10/2016 Department: Airports

Bulk Item: Yes X No ___ Staff Contact Person/Phone #: Don DeGraw 809-5200

**AGENDA ITEM WORDING:** Approval to accept a bid proposal, waiver of bid irregularities, and approve a contract with the most responsive bidder "Cliffhanger Janitorial, Inc.", providing janitorial services at the Key West International Airport, in the annual amount of $394,999.92, to be funded in full with Airport Operating Fund 404.

**ITEM BACKGROUND:** The airport has approximately 70,000 sq. ft. of building spaces that require 24/7/365 janitorial services by a professional airport cleaning service company. The airport received eight (8) bids from janitorial service companies; the most responsive bidder was determined to be "Cliffhanger Janitorial Inc." the incumbent bidder.

Please see the attached memo related to the one (1) non-responsive bidder.

The bid submission by Cliffhanger Janitorial omitted three proposal requirements that included the following; references, present commitments and corporate seal/evidence of authority.

Monroe County Code defines "Responsive bidder" as follows; "An individual or business which had submitted a bid, offer, proposal, quotation or response which, as determined by the county, conforms in all material respects to the solicitation which may include but is not limited to pricing, surety, insurance, specifications of the goods or services requested or any other matter unequivocally stated in the invitation for bids as a determinant of responsiveness. A lack of conformity in these matters which is non-substantive in nature may be considered a technicality or irregularity which may be waived by the county commission."

In addition M.C.C. sect 2-347(j)(1) provides the following; "The board of county commissioners' determination as to the following is discretionary with the board and is final: whether a bid is the lowest in price, based upon the same criteria set forth in subsection (i)(3); whether a proposal is the highest ranked, with price as a consideration when applicable; whether a bid variation from the county's specification is slight and immaterial or substantial and material; whether a response is submitted by a responsive bidder and responsible bidder, as defined in this chapter.

In this particular solicitation the omission of these three items does not affect Cliffhanger's ability to physically perform the work in its proposal nor does vitiate any of the technical specifications set forth in the bid solicitation.

**PREVIOUS RELEVANT BOCC ACTION:** BOCC – May 20, 2015 approval to issue a bid solicitation for janitorial services at the Key West International Airport, Item C-8.

**CONTRACT/AGREEMENT CHANGES:** N/A

**STAFF RECOMMENDATION:** Approval.
For the foregoing reasons staff is recommending that;
i) the board find that the omissions are non-substantive in nature,
ii) that the board waive the technicality,
iii) that the board award the bid to Cliffhanger Janitorial, Inc.,

iv) that the board approve the contract with Cliffhanger Janitorial, Inc.

---

**TOTAL COST:** $394,999.92 annually **INDIRECT COSTS:** _____ **BUDGETED:** Yes X No____

**DIFFERENTIAL OF LOCAL PREFERENCE:** N/A

**COST TO COUNTY:** None **SOURCE OF FUNDS:** Airport Operating -404

**COST TO AIRPORT:** $394,999.92 annually

**COST TO PFC:** None

**REVENUE PRODUCING:** Yes __ No _X_ **AMOUNT PER YEAR:** ____

**APPROVED BY:** County Attorney [signature] OMB/Purchasing [signature] Risk Management [signature]

**DOCUMENTATION:** Included X Not Required _____

**DISPOSITION:** _____ **AGENDA ITEM #** 8(W)1

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY
Contract #

Contract with: Cliffhanger Janitorial, Inc.

Effective Date: March 1, 2016
Expiration Date: February 28, 2017

Contract Purpose/Description: Janitorial services at the Key West International Airport on a 24/7/365 basis.

Contract Manager: Don DeGraw (name) # 5210 (Ext.) Airports - Stop # 5 (Department/ Stop)

for BOCC meeting on: 2/10/2016

Agenda Deadline: 1/26/2016

## CONTRACT COSTS

Total Dollar Value of Contract: $394,999.92 per year

Current Year Portion: $230,416.62

Budgeted? Yes

Account Codes: 404-63001-530340

Grant: No

County Match: N/A

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

ADDITIONAL COSTS – N/A
For:
(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

| | Date In | Changes Needed Yes | Changes Needed No | Reviewer | Date Out |
|---|---|---|---|---|---|
| Airports Director | 1/26/16 | ( ) | (X) | Don DeGraw | 1/26/16 |
| Risk Management | 1/26/16 | ( ) | (X) | for Risk Management | 1/26/16 |
| O.M.B./Purchasing | 1/24/16 | ( ) | (V) | for OMB | 1/26/16 |
| County Attorney | 1/26/16 | ( ) | (X) | County Attorney | 1/26/16 |

Comments: _____

# KEY WEST INTERNATIONAL AIRPORT

3491 South Roosevelt Boulevard, Key West, Florida 33040
305-809-5200 phone / 305-292-3578 fax

**MEMORANDUM**

Date: January 21, 2016
To: For the Record
From: Don DeGraw, Director of Airports
Subject: Bid Review – Janitorial Services Proposal

On December 3, 2015 the County performed a bid opening for Janitorial Services At Key West International Airport, this Request for Proposal (RFP) was approved to go out for bid at the May 20, 2015 BOCC meeting. The County received eight (8) bids from the RFP and the following low bidder was deemed to be non-responsive due as noted below:

***Non- responsive bidder***

| | Respondent | Bid Amount | Comments – RFP Document |
|---|---|---|---|
| 1. | Island Angles Inc. | $308,500 | **Section One:**<br>**1.04-A** No evidence of ability to do business in an airport environment.<br><br>**Addenda NO. 1 (October 16, 2015):**<br>**Page 2 of 4** A site visit shall be **mandatory** for all bidders submitting a proposal. Proposers should contact Mr. Larry Flowers at (305) 809-5200 to schedule the inspection. Failure to schedule and conduct a mandatory site visit renders a bidders proposal **non-responsive.** |

Staff recommends approval to the second lowest bidder Cliffhanger Janitorial Inc., consistent with the Agenda Item Summary for the February 10, 2016 BOCC meeting.

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

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

| RESPONDENT | BID BOND | BID AMOUNT |
|---|---|---|
| Island Angles, Inc. | N/A | Annually $308,500 |
| Dirt Pros | N/A | Monthly $39,837 Annually $478,044 |
| Reliance Contractors | N/A | Monthly $35,000 Annually $420,000 |
| Baseboard Brush Company | N/A | Annually $549,530 |
| Dammel Cleaning Enterprise | N/A | Annually $559,666.06 |
| X-Clean Corp | N/A | Annually $515,040.00 |
| Cliffhanger | N/A | Annually $394,999.92 |
| Stockton Maintenance Group | N/A | Monthly $37,287.93 Annually $447,455.16 |

Bid Committee Present: None
Members of the Public Present: Mark Maclaughlin
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: Christina Brickell & Lisa Abreu, OMB

# ADDENDA NO. 1
# October 16, 2015

## NOTICE OF REQUEST FOR COMPETITIVE SOLICITATIONS

**Janitorial Services**

**AT**

**KEY WEST INTERNATIONAL AIRPORT**
**RFP-57-0-2015/mw**

**Prepared for:**
**THE MONROE COUNTY**
**BOARD OF COUNTY COMMISSIONERS**

| | |
|---|---|
| **DANNY KOHLAGE, DISTRICT 1** | **MAYOR** |
| **HEATHER CARRUTHERS, DISTRICT 3** | **MAYOR PRO TEM** |
| **GEORGE NEUGENT, DISTRICT 2** | **COMMISSIONER** |
| **DAVID RICE, DISTRICT 4** | **COMMISSIONER** |
| **SYLVIA MURPHY, DISTRICT 5** | **COMMISSIONER** |

# ADDENDA NO. 1
# October 16, 2015

## NOTICE OF REQUEST FOR COMPETITIVE SOLICITATIONS

## JANITORIAL SERVICES AT
## KEY WEST INTERNATIONAL AIRPORT
## KEY WEST, MONROE COUNTY, FLORIDA

## RFP-57-0-2015/mw

The information contained in this Addendum modifies, supplements or replaces information contained in the Bid Solicitation and is hereby made a part of the Contract Documents.

The following item modifies the original Bid Solicitation to the extent hereinafter specified and set forth in this ADDENDUM No. 1.

A site visit shall be **mandatory** for all bidders submitting a proposal. Proposers should contact Mr. Larry Flowers at (305) 809-5200 to schedule the inspection. Failure to schedule and conduct a mandatory site visit will render a bidders proposal **non-responsive.**

The following item revises SECTION TWO the extent hereinafter specified and set forth in this ADDENDUM No. 1.

KEY WEST INTERNATIONAL AIRPORT
JANITORIAL SERVICES SPECIFICATIONS

To provide janitorial services at the Key West International Airport, located at 3491 South Roosevelt Boulevard, Key West, Florida 33040 for all public areas including public areas within the secure area of the Airport, and airline ticketing counter areas.

Minimum staffing requirements shall be as follows; morning shift will consist of one supervisor and four laborers and the night shift will have one lead supervisor and two laborers (one of the night shift laborers shall be experienced with and dedicated to floor maintenance).

Exceptions, TSA spaces, rental car back office spaces, Airlines Office back areas, airport Gift Shop(s), the Conch Flyer and Last Call Restaurant Lounge and the secure baggage areas. Work

shall consist of two distinct areas of responsibility; regular janitorial services and floor maintenance.

The respondent to whom the contract is awarded, as well as respondents employees working in the secure areas of the airport, will be required to pass a 10 year fingerprint based criminal history records and security threat assessment check prior to commencing janitorial services. 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.

The contract will be for one year, with the option to renew for three one year periods.

The Airport may pay the contractor for the performance of services on a weekly arrears basis.

It is expected that the Contract will be for labor, equipment, and materials. The Contractor shall provide all waxes and cleaning material as needed to complete the assigned duties.

**The Contractor shall provide all paper towels, hand soaps for dispensers, trash bags for garbage, and toilet paper for bathrooms.**

Pursuant to the terms of the Request For Competitive Solicitations for Landscaping Services at Key West International, the County is issuing the following responses to the request(s) for information/question(s) received. The request will be restated verbatim followed by the County's response.

The following requests/questions were received by the County on October 1, 2015.

Request 1) - Can you clarify whether the required minimum staff is part time or full time? What hours does the morning shift begin? Night shift?

County's Response – The required minimum staffing will be required to be full time positions. The Airport currently opens at 6 a.m. and closes at 11 p.m. Shift scheduling will be at the discretion of the contractor with approval by the County.

Request 2) - We would like to walkthrough the facility at your convenience. The week of the 19th would be good for me and my operations manager.

County's Response – Proposers should contact Mr. Larry Flowers at (305) 809-5200 to schedule a walkthrough inspection.

The following requests/questions were received by the County on October 1, 2015.

Request 1) - Who is the current contractor and how many years have they been providing services under the existing contract?

County's Response – Cliffhanger Janitorial, Inc., approximately 2 years.

Request 2) - Is there a bid bond/performance bond requirement?

County's Response – No.

Request 3) - The Airport is providing all paper towels, hand soaps for dispensers, trash bags for garbage, and toilet paper for bathrooms. Who is responsible for furnishing replacement dispensers?

County's Response – The Airport will not be providing paper towels, hand soaps for dispensers, trash bags for garbage, and toilet paper for the bathrooms. See the revised section two language included in this addenda.

Request 4) - Do you have floor plans of the service areas? Also, can you provide breakdown of flooring materials (ie. VCT vs. Carpet vs. Concrete etc.)

County's Response – Mandatory site visits are being required. Respondents shall be provided a floor plan on arrival. The approximate breakdown of the floor coverings are; 70% Epoxy/Terrazzo, 30% carpeting.

Request 5) - I don't see a pricing page. Do you want us to provide our own pricing pages?

County's Response – Yes

Request 5) - What is the current contracted monthly price?

County's Response – The current contracted price is irrelevant and no response is required.

The following request/question was received by the County on October 6, 2015.

Request 1) - I was inquiring about RFP-57-0-2015/mw, Janitorial Services at Key West International Airport. Would you please provide us with the size of the facility listed and who the current contractor is and their pricing?

County's Response – Not including the FedEx or Monroe County Sheriff's Office spaces the terminal facilities are approximately 70,000 sq. ft. See previous responses.

# CONTRACT FOR JANITORIAL SERVICES
# CLIFFHANGER JANITORIAL, INC.
# KEY WEST INTERNATIONAL AIRPORT

**THIS CONTRACT,** made and entered into this 10th day of February, 2016, by and between the Board of County Commissioners of MONROE COUNTY (County) and Cliffhanger Janitorial, Inc., (Contractor). The parties hereto, for the considerations herein set forth, mutually agree as follows:

1. **SCOPE OF WORK.** The Contractor shall provide janitorial 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 Scope of Work (Exhibit A), attached hereto and incorporated as part of this document. The Contractor shall insure all exterior doors are locked upon their departure after business hours.

2. **CONTRACT SUM.** The County shall pay to the Contractor for the faithful performance of said service on a per week in arrears basis for each of twelve (12) months. The Contractor shall invoice KWIA weekly for janitorial services performed under the Specifications contained herein. The Contract amount shall be $394,999.92 per year.

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 the Contract 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 Contract, 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 replacement 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 Contract and/or his failure to comply strictly and in all things with this Contract and with the Specifications.

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

a) This Contract shall be for a period of one year commencing on March 1, 2016 and terminating on February 28, 2017.

b) The parties shall have the option to renew this agreement after the first year, for three additional one year periods. 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.

c) Should additional service be required at KWIA on a permanent basis, 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.

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 and Contractor, 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.

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 - $300,000 combined single limit;
If split limits are provided, the minimum limits acceptable shall be:
$200,000 per Person,
$300,000 per Occurrence,
$200,000 Property Damage.

General Liability - $500,000 combined single limit.

Employee Dishonesty - $100,000 per occurrence.

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 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. **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.

17. **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.

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

19. **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.

20. **COVENANT OF NO INTEREST.** County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

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

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

23. **PUBLIC ACCESS.** The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

24. **NON-WAIVER OF IMMUNITY.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

25. **PRIVILEGES AND IMMUNITIES.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

26. **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.

27. **NON-RELIANCE BY NON-PARTIES.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

28. **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.

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. **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.

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

32. **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.

33. **PROFESSIONAL RESPONSIBILITY.** The Contractor warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth. 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.

34. **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 Blvd.
Key West, FL 33040
(305) 809-5200

**FOR CONTRACTOR**
Cliffhanger Janitorial, Inc.
Roberto Calderin
5541 N.W. 74 Ave.
Miami, Fl. 33166
Phone: (305) 796-1619

35. **CANCELLATION.**

a) The County may cancel this contract for cause with seven days notice to the contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract.

b) Except for the County's termination because of non-appropriation in paragraph 32, 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.

36. **AIRPORT SECURITY.**

**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 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.

37. **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.

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

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

(SEAL)

ATTEST: AMY HAVILIN, CLERK

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor Heather Carruthers

CLIFFHANGER JANITORIAL, INC.

_____

By: _____
Roberto Calderin

_____
Witnesses

_____
Title

**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**

# SCOPE OF WORK
# JANITORIAL SERVICES – KEY WEST INTERNATIONAL AIRPORT

**Scope of Services for Janitorial work shall consist of:**

## Daily Service (performed 365 days per year or as required)

**Main Terminal**
Check and clean restrooms every two hours (non-peak times 7am- 11am/3pm-7pm)
Check and clean restrooms every hour (during peak time 11am-2:30pm)
Clean area (4 times a day)
Empty and clean all trash cans and throw away in dumpster
Vacuum Area Rugs (1 time a day)
Sweep and spot clean floor smudges as needed
Disinfect seating and seating bases, dust ledges and countertops (1 time at pm)
Clean entrance door glass daily

**Departure Area**
Check and clean restrooms every 2 hours (non-peak times 7am- 11am/3pm-7pm)
Check and clean restrooms every 30 min.(during peak time 11am-2:30pm)
Clean area (4 times a day) and vacuum daily
Empty and clean all trash cans and throw away in dumpster
Vacuum (1 time a day)
Disinfect seating and seating bases, dust ledges and countertops (1 time at pm)

**Arrivals Area**
Check and clean restrooms every 2 hours (non-peak times 7am- 11am/3pm-7pm)
Check and clean restrooms every 30 min.(during peak time 11am-2:30pm)
Check and clean area (4 times a day)
Empty and clean all trash cans and throw away in dumpster
Vacuum behind rental car counters (1 time a day)
Disinfect seating and seating bases, dust ledges and countertops (1 time in pm)
Terrazzo Floor: Cleaning and buffing required nightly

**Airline Area**
Check and clean baggage scale and bag belt
Empty and clean all trashcans and throw away in dumpster
Clean offices

**Operations Area/Pilots Rest Rooms**
Clean restrooms (1 time in am, 1 time in pm)

## Weekly - 4x Service (performed 4 times per week (every other day) or as needed)

**Terminal and Departure Bridge**
Mop and buff floors.

**Escalators and Stairs (Every other day)**
Clean top and bottom landing area of escalator and stairs. Clean handrails and railings.

**Glass Doors/Tracks/Windows and Sills/Passenger Bridge**
Check and clean every other day.

## Weekly- 2x Service (performed 2 times per week or as needed)

**Administrative Offices**
Clean restrooms (after 5 pm)
Sweep, mop, dust stairwell leading to Admin Office
Clean, dust and vacuum each office and hallways
Empty and clean trash cans
Remove all trash to dumpster daily (after 5 pm)
Clean windows, window sills and dust blinds

**Elevators**
Clean walls, doors, door tracks and clean

**Terminal and Arrival Area**
Pick up litter, sweep, wipe off benches, empty ashtrays, remove gum, empty trash cans and put in dumpster (2 times in am, 2 times in pm)

**Operations Office Hallway**
Sweep and mop on Monday, Friday

**Airlines Area**
Dust behind ticket counters and mop hallways
Vacuum

**Customs Border Protection Building and Sheriff's Office**
Clean restrooms
Clean interior of building
Empty and clean trash cans
Clean windows, windows sills and dust blinds
Vacuum

**Greyhound Bus Station**
Clean restrooms
Clean public area

## Weekly Service (performed 1 time per week or as needed)

**Elevator**
Mop floors and spot clean walls

## Monthly Service (performed 1 time per month or as needed)

**Terminal**
Strip and wax floors

**Baggage Bridge and Stairwell**
Sweep and buff bridge
Sweep and mop stairs
Clean handrails and doors
Clean interior windows

## Quarterly Service (performed every 3 months or as needed)

**Restrooms**
Deep clean restrooms grout

**Customs Border Protection and Sheriff's Office**
Deep clean carpeting

**Conch Flyer Beach Bar**
Clean windows

## Semi – Annual Service (performed every 6 months or as needed)

**High Window areas such as: VCB Bldg., Restaurants, East/West end of Terminal Building, Passenger & Bag belt bridges, etc.**
Detailed cleaning of interior and exterior of all high windows

**Airline Area**
Deep clean carpeting

**Administrative Offices**
Deep clean carpeting

**Note: Morning shift will consist of one supervisor and four laborers and the night shift will have one lead supervisor and two laborers (one of the night shift laborers shall be experienced with and dedicated to floor maintenance).**

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: 02/10/2016 Department: Airports

Bulk Item: Yes X No ___ Staff Contact Person/Phone #: Don DeGraw 809-5200

**AGENDA ITEM WORDING:** Approval of an amended Ground Transportation Resolution (GTR) for the Key West International Airport.

**ITEM BACKGROUND:** This amendment to the GTR will provide changes needed to certain key areas of the resolution to ensure that the traveling public have a positive experience at the airport and to ensure that the Ground Transportation business's at the airport operate with fair and balanced regulations.

The airport provided notice to the Ground Transportation Companies through Airport Managers Bulletin – 2015/35 (attached), and as the changes mostly impact the taxi cab companies, the airport conducted individual meetings with each of the following business's; Big Al's Taxi, Florida Keys Taxi (Five 6's), Island Coaches (KW Cab), Key Lime Taxi and Yellow Cab Company.

Each Taxi Cab company (owner/or manager) noted above, approved the new amended GTR.

**PREVIOUS RELEVANT BOCC ACTION:** BOCC – July 15, 2009 - approval to GTR amendments. BOCC – April 16, 2008 – approval to GTR.

**CONTRACT/AGREEMENT CHANGES:** See attached Airport Managers Bulletin 2015/35 and yellow highlighted GTR version.

**STAFF RECOMMENDATION:** Approval.

**TOTAL COST:** N/A **INDIRECT COSTS:** _____ **BUDGETED:** Yes X No____

**DIFFERENTIAL OF LOCAL PREFERENCE:** N/A

**COST TO COUNTY:** None **SOURCE OF FUNDS:** ___

**COST TO AIRPORT:** None

**COST TO PFC:** None

**REVENUE PRODUCING:** Yes X No __ **AMOUNT PER YEAR:** $240,000 approx.

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

**DOCUMENTATION:** Included X Not Required ____

**DISPOSITION:** _____ **AGENDA ITEM #** 9W2

# KEY WEST INTERNATIONAL AIRPORT

**3491 S. Roosevelt Boulevard**
**Key West, Florida 33040**
**(305)809-5200 / Fax (305)292-3578**


## AIRPORT MANAGER'S BULLETIN - 2015/35

**TO:** **Airport Ground Transportation License Holders**
**DATE:** **December 22, 2015**
**SUBJECT:** **Proposed Amendments to Ground Transportation Resolution 185-2009**

The Key West International Airport in consultation with members of the Ground Transportation Community proposes to revise certain key areas of the Airport's Ground Transportation Plan.

Please find listed below a summary of the changes to the existing plan (Resolution 185-2009), with attached copies of the existing and the new resolution (all changes noted in yellow highlights in the new resolution).

**Key Changes - Summary**

1. Page 3 - updated queuing area (Exhibit A)
2. Page 5 - updated public operating areas and redefines available parking spaces available
3. Page 6 - allows limited vehicle standing in bus area
4. Page 7 - defines 12 taxi cab spaces
5. Page 7 - only allows vehicles in spaces 1-3 to load taxi cabs
6. Page 7 - continues to allow operators in spaces 7-12 to use restrooms, unfortunately due to Transportation Security Administration regulations operators in spaces 1-6 may not leave their vehicles unattended
7. Page 7 - only permits loading of one fare at a time, eliminates the ability to re-enter the queuing area with an existing fare
8. Page 7 - established time limitations for taxi cabs in public spaces
9. Page 8 - requires cab drivers to wear identifying clothing while working
10. Page 8 - requires cab drivers to have an operating credit card machine at all times
11. Page 8 – updates the violation section, providing additional notifications to drivers for first offenses and clarifying the appeal process.

Please carefully review the draft resolution and provide me with any written comments by January 14, 2016. It is anticipated that this Resolution will be recommended for BOCC approval at the February 10, 2016 BOCC meeting in Key West.

Best regards,

Don DeGraw
Director of Airports

RESOLUTION NO. ____-2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AMENDING RESOLUTION NO. 185-2009, ATTACHED HERETO, WHICH PROVIDED A GROUND TRANSPORTATION SYSTEM FOR THE KEY WEST INTERNATIONAL AIRPORT; AMENDING SECTIONS 2, 6, 8, 10 AND 11 TO PROVIDE A COMPREHENSIVE DEFINITION OF "DELIVERY VEHICLE"; TO PROVIDE UPDATED DEFINITION OF "QUEUING AREA"; TO UPDATE THE GENERAL AND DESIGNATED PARKING AREAS SECTION; TO PROVIDE STANDING VEHICLE USE OF THE UPDATED BUS AND DELIVERY VEHICLE PARKING AREAS; TO ESTABLISH AN REDEFINED QUEUING AREA FOR TAXICABS; TO UPDATE THE QUEUING AREA PROCEDURE ALLOWING ONLY TAXICAB DRIVERS IN SPACES 1 THROUGH 3 TO LOAD FARES AND ALLOWING TAXICAB DRIVERS IN SPACES 7 THORUGH 12 TO USE THE RESTROOMS FACILTIIES; TO SPECIFY TAXICAB FARE PROTOCOL ELIMINATING DOUBLE FARES AND REMOVING RESTRICTIVE LANGUAGE RELATED TO SELECTIVE SCREENING OF PASSENGERS; TO ESTABLISH TIME LIMITATIONS FOR TAXICABS PARKED IN PUBLIC PARKING AREAS; TO PROVIDE FOR TAXICAB DRIVERS TO WEAR IDENTIFYING CLOTHING; TO PROVIDE THAT ALL TAXICABS HAVE A WORKING CREDIT CARD SYSTEM; TO PROVIDE MINOR CLEARIFICATION FOR VIOLATIONS; TO PROVIDE FOR A REVISED LAYOUT MAP IN EXHIBIT "A"; AND TO MAKE OTHER MINOR WORDING CHANGES IN THE DOCUMENT;

WHEREAS, in 2009, the Key West International Airport opened the new Terminal and changed the uses of the existing Terminal; and

WHEREAS, the Airport Director, in consultation with local transportation entities, developed a revised plan for the parking, standing and circulation of vehicles at the Airport; and

WHEREAS, the Airport Director implemented the new ground transportation plan to coincide with the opening of the Airport's new Terminal; and

WHEREAS, the County Commission found the new ground transportation plan to be a fair and well-designed system for the several transportation entities that serve the Airport; and

WHEREAS, the Director of Airports has found it to be beneficial to make refinements to the plan since the implementation of the original plan;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA THAT:

**Section 1. The foregoing recitals are incorporated herein by reference.**

**Section 2. Definitions.**

a) Airport means the Key West International Airport.

b) Airport Director or Director means the County employee charged with managing the Airport or designee.

c) Charter bus means a motor vehicle that is operated on a regular scheduled route or is chartered for a specific prearranged purpose and is designed to transport more than fifteen persons, including the driver.

d) Courtesy vehicle means a vehicle carrying passengers with reservations at a hotel, motel, resort facility, marina, off-site rental company, or local attraction, without a fee charged to the passenger and is owned or leased by the hotel, motel, resort facility, marina, off-site rental company or local attraction. A courtesy vehicle shall not mean a vehicle owned by a transportation or tour company which itself is retained by the hotel, motel, resort facility, marina, off-site rental company or local attraction to perform a courtesy vehicle function.

e) Commercial activity shall mean the exchange, trading, buying, hiring, or selling of commodities, goods, information, services, or property of any kind, or any revenue producing activity on the Airport.

f) Contract Vehicle For Hire (CVH) means a vehicle engaged in the transportation of persons for compensation, rented or hired by prearranged contractual arrangement for specific passengers on an itinerary list, not capable of carrying more than fifteen passengers, including the driver. The definition of a CVH shall remain consistent with the definition contained within the City of Key West Code of Ordinances, as amended.

g) Delivery vehicle means a vehicle delivering goods or services to or from County personnel or tenants at the airport.

h) Gross revenues mean the total charges for time, mileage, any and all insurance coverage charged to the renter, any and all fees, plans, charges or surcharges of any kind whatsoever including but not limited to roadside service fees, road side service plans, drop off fees, fuel fees, received or receivable, whether by cash or credit, before any federal, state or local tax and after any discount specifically shown on the car rental agreement for the rental of all motor vehicles by the operator to customers picked up at the airport for and in connection with the rental of a motor vehicle regardless of where the payment is made or where the vehicle is returned. It is the intent of the County that the definition of gross revenues be construed as broadly as permitted by law and that the only exclusions to the definition of gross revenues shall be state, federal and local taxes.

i) License Holder shall mean the individual, partnership, LLC or corporation that holds an occupational license that is properly licensed by the State and County and the City of Key West if passengers and/or baggage are to be delivered within the city of Key West, for the provision of transportation services as a Charter Bus, Passenger Vehicle for Hire, Contract Vehicle for Hire, or Courtesy Vehicle.

j) Motor vehicle or vehicle shall mean any and all motor driven vehicles.

k) Operator means that person actually driving a bus, courtesy vehicle, vehicle for hire, contract vehicle for hire, or delivery vehicle conducting commercial business at the Airport.

l) Passenger vehicle for hire shall mean a Taxi cab.

m) Person shall mean any individual, partnership, LLC or corporation.

n) Queuing area means that area of the Airport designated as the standing area for taxicabs, as set forth in "Exhibit A".

o) Permit decal shall mean a decal that is affixed to a License Holder's vehicle showing evidence that the License Holder is in compliance with all State, County and City of Key West (if applicable) regulations, and has paid the appropriate fees.

p) Solicit or solicitation means to ask or advertise, through verbal request, by sign, or by mere physical presence, if a potential customer desires transportation.

q) Standing (or stand) shall mean temporary parking during which the driver remains with the vehicle.

r) The owner of a beneficial interest means an individual, corporation, LLC or partnership that does not have title to a vehicle but has a right or rights in the vehicle that are normally considered an incident of ownership.

**Section 3. Exhibits.**

Exhibit A is a map depicting the various parking and standing areas at the Airport. Exhibit B contains the insurance requirements for the types of vehicles operating at the Airport under the terms of this Resolution. Exhibits A and B are attached to this Resolution and made part of it.

**Section 4. Permitting; and Fees.**

a) A License Holder wishing to obtain an Airport Vehicle Permit or permit renewal must complete an Airport Vehicle Permit application form for their appropriate service which provides evidence that the applicant is in compliance with State, County and City laws, ordinances and resolutions that apply to the applicant's operation; provide proof of the insurance for each vehicle required by this Resolution; and pay the fee described in the following subsections. However, no City permit or license is required for license holders who deliver passengers and/or baggage to destinations outside the City of Key West. The applicant must disclose on the application form the ownership of the vehicle for which the permit is sought. If the legal owner and the owner of a beneficial interest in the vehicle are different individuals, corporations, LLCs or partnerships, the applicant must list the legal owner(s) and the owner(s) of any beneficial interests. An owner that is a privately held corporation or LLC must list the officers and directors; an owner that is a partnership must list the general partner(s); an owner who is an individual must disclose his or her legal name; an applicant doing business as (d.b.a.) must disclose the entity that is using the d.b.a.name.

b) Airport permits shall be issued on a month to month basis. However, permits may be issued on a one, two or three month basis, payable in advance, providing that all insurance requirements are in effect for the period of time involved.

c) Courtesy vehicles

(1) Courtesy vehicle operators who wish to stop, stand, park, load, or pick up passengers at the Airport must possess an Airport Courtesy Vehicle permit from the Airport Director for that privilege.

(2) The courtesy vehicle permit fees are:

(i) Except for off-site rental car courtesy vehicles, $400.00 per month per vehicle due the first of each month. If the permit fee is not paid by the fifth day of each month or if the vehicle fails to comply with any other applicable requirement of this Resolution, then the offending vehicle shall not provide any service at the airport until the permit fee has been paid and, if applicable, any other violation of this Resolution has been corrected.

(ii) Off-site rental car courtesy vehicles, any number, shall pay a vehicle permit fee based on a percentage of annual gross revenues at a rate of 8% for all rental contracts generated from customers picked up at the airport and shall be due and payable on the first day of the month following the generation of the rental contract. If the permit fee is not paid by the fifth day of each month or if the vehicle fails to comply with any other applicable requirement of this Resolution, then the offending rental car company shall not provide any service at the Airport until the permit fee has been paid and, if applicable, any other violation of this Resolution has been corrected. Off-site rental car courtesy vehicles shall maintain all books, records, and documents directly pertinent to the calculation of the annual gross revenue in accordance with generally accepted accounting principles consistently applied. The County or its designated representative and the Monroe County Clerk of Court or his designated representative shall have reasonable and timely access to such records. If an auditor employed by either the County or Clerk determines that the off-site rental car company failed to remit the correct monthly payments as determined by the audit, the company shall repay the delinquent monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were due to the County.

(iii) The courtesy vehicle permit decal must be affixed to the vehicle in the lower right front (passenger side) windshield. Expired permit decals will be removed from the vehicle.

d) Charter buses

(1) Charter bus operators who wish to stop, stand, park, load, or pick up passengers at the Airport must possess an Airport Charter Bus permit from the Airport Director for that privilege.

(2) The charter bus permit fees are $200.00 per vehicle per month due the first of each month. If the permit fee is not paid by the fifth day of each month or if the vehicle fails to comply with any other applicable requirement of this Resolution, then the offending vehicle shall not provide any service at the airport until the permit fee has been paid and, if applicable, any other violation of this resolution has been corrected.

(3) The charter bus permit decal must be affixed to the vehicle in the lower right front (passenger side) windshield. Expired permit decals will be removed from the vehicle.

e) Passenger Vehicles For Hire and Contract Vehicles For Hire.

(1) Passenger vehicle for hire and contract vehicle for hire operators who wish to stop, stand,

park, load and pick up passengers at the Airport must possess an Airport Vehicle for Hire permit from the Airport Director.

(2) Passenger vehicle for hire permit fees are $200.00 per vehicle per month due the first of each month. If the permit fee is not paid by the fifth day of each month or if the vehicle fails to comply with any other applicable requirement of this Resolution, then the offending vehicle shall not provide any service at the Airport until the permit fee has been paid and, if applicable, any other violation of this Resolution has been corrected.

(3) Contract vehicles for hire shall have the option of purchasing a monthly permit in advance or paying a monthly gross revenue fee in arrears. The permit fee for a permit purchased in advance is $200.00 per vehicle per month. If the contract vehicle for hire elects to purchase a permit based on each vehicles monthly gross revenue derived from passenger pick up at the airport, the permit fee shall be 10% of the gross revenue derived from passenger pick up at the airport and shall be due and payable on the first day of the month following the passenger pick up. If the permit fee is not paid by the fifth day of each month or if the vehicle fails to comply with any other applicable requirement of this Resolution, then the offending vehicle shall not provide any service at the Airport until the permit fee has been paid and, if applicable, any other violation of this Resolution has been corrected. If the owner of the contract vehicle for hire obtains his/her permit based on the gross revenue method the owner shall maintain all books, records, and documents directly pertinent to the calculation of the monthly gross revenue in accordance with generally accepted accounting principles consistently applied. The County or its designated representative and the Monroe County Clerk of Court or his designated representative shall have reasonable and timely access to such records. If an auditor employed by the County or Clerk determines that the owner of the Contract Vehicle for Hire failed to remit the correct monthly payments as determined by the audit, the owner shall repay the delinquent monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were due to the County.

(4) The Passenger Vehicle for Hire permit decal or Contract Vehicle for Hire permit decal must be affixed to the vehicle in the lower right front (passenger side) windshield. Expired permit decals will be removed from the vehicle.

(f) Temporary permits may be issued on a daily basis at a cost of $10.00 per day per vehicle. An applicant for a temporary permit must fill out the appropriate permit form required by the Airport Director; which provides evidence that the applicant is in compliance with State, County and City laws, ordinances and resolutions that apply to the applicant's operation; provide proof of the insurance required by this Resolution; and pay the fee described. A vehicle is only eligible for a temporary permit for eight days per calendar year. Any vehicle furnishing: Airport service in excess of eight days per calendar year must have a monthly permit as appropriate to the airport service provided by the vehicle. The vehicle will not be eligible for a temporary permit again until the beginning of the next calendar year.

**Section 5. Unpermitted operators.**

The operators of vehicles for hire, contract vehicles for hire, courtesy vehicles and chartered buses without an Airport permit may unload passengers at the Airport area designated for general unloading. Unpermitted operators are prohibited from loading, picking up, or soliciting passengers anywhere at the Airport.

**Section 6. Parking and standing of vehicles.**

a) General.

Commercial drop-off only is allowed curbside at the departure terminal for departing passengers. Members of the public may load, pickup and unload passengers curbside at the departure terminal and in areas designated as public as shown on Exhibit "A".

b) Designated parking areas.

(1) Exhibit "A" describes different areas on the Airport grounds for the parking and standing of vehicles. In addition to the public parking lots, there shall be eleven (11) spaces allotted to the public for short term pick up arriving passengers; twelve (12) spaces allotted to taxicabs; and ten (10) spaces allotted to all other commercial vehicles including charter/city bus, courtesy, contract and delivery vehicles. The Airport Director may make other areas available for use by commercial delivery vehicles and charter/city buses.

(2) A taxicab that is not a CVH, but whose driver has a manifest for a particular pickup may park or stand in the area allotted to the public. A driver of a taxicab bearing a manifest shall be subject to the rules governing courtesy vehicle operators set forth in sections 7 b) and c). In such instance, a manifest may be in the form of a sign with the passenger's name on it.

**Section 7. Courtesy vehicle operations.**

a) Operators of courtesy vehicles shall use the parking areas designated for courtesy vehicles as shown on "Exhibit A". Except as provided herein, the use of the area reserved for courtesy vehicles by anyone other than a courtesy vehicle is prohibited.

b) Operators of courtesy vehicles may enter the terminal arrivals area to meet their passengers. These operators shall display signs identifying themselves or identifying the passengers they are seeking.

c) Operators of courtesy vehicles or their agents, employees, or accompanying personnel or other person, shall not solicit business in any manner whatsoever anywhere at the Airport and shall not accept for transport any individual without a reservation or a reservation request at the hotel, motel, resort facility or car rental agency for which the courtesy vehicle provides transportation. Upon request of the Airport Director, or designee, the operator of a courtesy vehicle, or accompanying personnel, shall furnish the Director or his designee with the names of its customers as may be necessary to determine compliance with this subsection.

d) Courtesy vehicles shall display the name of the hotel, motel, resort facility, marina, off-site rental company, or local attraction, and their logo. The display shall be permanently affixed to the vehicle in a professional business graphic design.

**Section 8. Charter Bus and delivery vehicle operations.**

a) Only the operators of buses or delivery vehicles may stop, stand, park, load, unload or pick up passengers at the Airport areas reserved for buses or delivery vehicles. The use of the area reserved for buses or delivery vehicles by anyone other than bus or delivery vehicle operators is prohibited, except for standing vehicles only, standing vehicles shall immediately give way and

vacate the parking area to any bus or delivery vehicle needing that area.

b) Operators of Charter Buses or their agents, employees, accompanying personnel or other person shall not solicit business in any manner whatsoever anywhere at the Airport and shall not accept for transport any individual without a reservation. Upon request of the Airport Director, or his designee, the operator of a Charter Bus, or accompanying personnel, shall furnish the Director or designee with the names of its customers as may be necessary to determine compliance with this subsection.

**Section 9. Contract vehicles for hire, trolleys, sightseeing vehicles and limousine operations.**

a) In waiting for, and in loading of passengers and luggage, contract vehicles for hire, trolleys, sightseeing vehicles and limousine operators shall use the courtesy vehicle area as specified in Section 7 above.

b) Contract vehicles for hire, trolleys, sightseeing vehicles, and limousine operators and or their agents, employees, accompanying personnel or other person may enter the terminal arrivals area to meet their passengers. They shall display signs identifying themselves or identifying the passengers they are seeking.

c) These operators shall not at any time solicit customers in the terminal area, shall not have a taximeter installed or engage in any transportation "on demand".

**Section 10. Taxicab operations.** The following shall constitute the standards governing the conduct of operations for taxicabs operating at the Airport:

a) The Airport Director shall establish a first-in, first-out system for taxicabs (passenger vehicles for hire). There shall be a twelve (12) space waiting area outside the arrivals terminal, together known as the Queuing Area, designated exclusively for taxicab parking. The Queuing Area is specifically described in 'Exhibit A." as Taxicab Parking. All operators in Queuing Area spaces 1 through 6 shall remain with their vehicles unless the operator is actively engaged in assisting a passenger, only operators in spaces 1 through 3 will be allowed to load passengers into their vehicles. All operators in Queuing Area spaces 7 through 12 shall remain with their vehicles unless they are using the airport restroom facilities. If an operator leaves his or her vehicle for any reason at the time a fare is available, then the operator forfeits their right to the fare.

b) When the first operator in line in the Queuing Area obtains a fare, the next operator (s) shall move up in line. Jumping the waiting line or taking fares out of turn is not allowed.

c) Operators shall only load one fare at a time and shall immediately depart the airport to provide transportation service for the fare paying passenger(s). Operators may not re-enter the queuing area with a passenger in the cab.

d) Operators may not refuse a fare.

e) Taxicabs picking up lost baggage by previous arrangement with an airline may park in the area in Exhibit "A" allotted to the public, under the same time limitations. In this circumstance, no soliciting or acceptance of other fares is allowed.

f) If a group request for transportation to the first driver in line exceeds the capability of that vehicle, the request shall be referred to the next driver in line that can accommodate the group, or

the group may be broken into smaller groups with the permission of the passengers.

g) There shall be no shouting to or soliciting of passengers inside the terminal buildings.

h) No obscene language or rowdy or boisterous behavior by operators shall be allowed.

i) When unloading passengers, a operator shall park the vehicles at the curb. No double parking shall be allowed.

j) No double parking is allowed for cabs waiting to move into a taxicab parking spot.

k) If an operator discovers or witnesses an alleged or suspected rule violation, he or she shall forward it to Airport Security in written form within 24 hours.

l) While operators are expected to make best efforts to police themselves, they are subject to the direction of any on-site representative of the Monroe County Sheriff's Department.

m) All operators shall wear at least one item of clothing clearly identifying them as an operator of the cab company for which they are working for at that moment and thus providing a commercial service at the airport for.

n) All operators shall have a fully operating credit card system when providing commercial service at the airport, if an operator's credit card system is not functioning, the operator shall not provide service from the queuing area.

**Section 11. Violations.**

a) All operators of vehicles engaged in commercial activity at the Airport shall comply with this Resolution.

b) A FIRST offense by an operator shall result in a written warning to the operator. The Monroe County Sheriff's Office shall prepare a report which shall be provided to the Airport Director detailing the date, time and place of the offense. The Airport Director shall issue written notification to the offending operator informing the operator that they have committed their first offense to the Airport's Ground Transportation Resolution. A copy of the written notification shall also be provided to the License Holder of the vehicle.

c) A SECOND offense by an operator within a 12 month period of the first offense , shall result in the offending operator being banned from operating on the Airport property for a period of up to 14 consecutive calendar days. An operator so banned shall not be allowed to conduct commercial activity of any kind including pick up or drop off of passengers. The ban shall not apply to the operator's use of the airport for the operator's personal travel. The Monroe County Sheriffs Office shall prepare a report which shall be provided to the Airport Director detailing the date, time and place of the offense as well as all previous offenses. The Airport Director shall issue written notification to the offending driver informing the driver that thier privilege to operate at the Airport has been suspended and the effective dates of the suspension. A copy of the written notification shall be provided to the License Holder.

d) A THIRD offense by an operator within a 12 month period of the second offense shall result in the subject having their privilege to operate at the airport revoked immediately. The Airport Director shall issue a written notice to the offending operator informing the offending operator of the immediate revocation of operating privileges at the Airport. An operator so banned shall not be allowed to conduct commercial activity of any kind including pick up or drop off of passengers. The ban shall not apply to the operator's use of the airport for the operator's personal travel. The offending operator can petition, in the form of a letter, for reinstatement of his privileges to operate at the Airport upon the expiration of 90 calendar days from the effective date of revocation of operating privileges. A copy of the written notification shall be provided to the License Holder.

e) The Airport Director or designee, may request the Monroe County Sheriffs Office issue a trespass warning to any operator whose privileges to operate at the Airport has been suspended. Any operator who has been issued a trespass warning by the Monroe County Sheriffs Office and returns to the Airport property during the term of the suspension will be subject to arrest Under F.S. 810.09.

f) An operator cited under subsection b), c) or d) above, may appeal in writing to the Airport Director within 7 calendar days of the written notification of the penalty. The Airport Director or designee shall review the written appeal and may hold a hearing on the appeal within 7 days (holidays and weekends excluded) of receipt of the appeal. Any penalty imposed pursuant to subsection c) or d) above shall remain in force during the pendency of the appeal. All appeals shall be informal in nature and strict rules of evidence shall not apply.

g) Any written appeal submitted later than 7 calendar days of the written notification of the offense shall not be considered.

**Section 12. Authority.**

The Airport Director shall have the authority to make adjustments to the ground transportation system without obtaining an amendment to this Resolution. This authority is delegated in consideration of the harmonious operation of the Airport. The Airport Director shall consult with those entities that provide transportation services at the Airport before implementing changes to the plan. Any such changes shall be in writing and affixed to this Resolution in the files of the County Clerk.

**Section 13. Severability.**

If any section, subsection, sentence, clause, item, or provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity.

**Section 14. Inconsistency.**

All Resolutions or parts of a Resolution in conflict herewith are hereby repealed to the extent of such conflict.

**Section 15. Effective Date.**

This Resolution will take effect after the promulgation required in Sec. 332.08 (2) (b), Fla. Stat.

**PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the _____ day of February, 2016.

| | |
|---|---|
| Mayor Carruthers | ____ |
| Mayor Pro Tem Neugent | ____ |
| Commissioner Kolhage | ____ |
| Commissioner Rice | ____ |
| Commissioner Murphy | ____ |

**BOARD OF COUNTY COMMISSIONERS**

OF MONROE COUNTY, FLORIDA

ATTEST: AMY HEAVILIN, CLERK

By: _____
Clerk

By: _____
Mayor/Chairman

**INSURANCE REQUIREMENTS**

## INSURANCE

The insurance requirements for vehicles providing ground transportation at Key West International Airport shall be as set forth in this Exhibit. Applicants applying for a permit discussed in Section 4 of this Resolution must provide proof of insurance at least once every six (6) months or as requested by Airport Management. This proof of insurance should be in a form of a Certificate of Insurance issued by a licensed agent for the State of Florida. This certificate should be an original. In the description of operations section, it should clearly state that this is a public livery policy where the insured charges a fee. If the vehicle were a courtesy vehicle, this would not apply. Additionally, at least once per year, applicants will be required to execute the "Indemnification and Hold Harmless" form contained in this Exhibit.

Insurance requirements for all vehicles providing service at the airport shall be as described in Exhibit B-

EXHIBIT B

VEHICLE LIABILITY
INSURANCE REQUIREMENTS

**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:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$100,000 per Person
$300,000 per Occurrence
$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements

Administration Instruction **VL2**

## CLERK'S CERTIFICATE OF POSTING

I AMY HEAVILIN, Clerk of the Circuit Court in and for Monroe County, State of Florida, DO HEREBY CERTIFY that Resolution No. -2016 amending Resolution No. 185-2009, which provided a ground transportation system for the Key West International Airport; amending sections 2, 6, 8, 10 and 11 was passed and adopted by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on _____, 2016.

That on _____, 2016, I did post a copy of said Resolution pursuant to Section 332.08 (2) (b), Florida Statute by posting for four (4) consecutive weeks a copy at the front door of the County Courthouse of Monroe County, at Key West, State of Florida, it being the place where Court is held in said County.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Court, this _____

Day of _____ A.D. 2016

AMY HEAVILIN
Clerk of the Circuit Court
Monroe County, Florida

By: _____
Clerk

RESOLUTION NO. ____-2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AMENDING RESOLUTION NO. 185-2009, ATTACHED HERETO, WHICH PROVIDED A GROUND TRANSPORTATION SYSTEM FOR THE KEY WEST INTERNATIONAL AIRPORT; AMENDING SECTIONS 2, 6, 8, 10 AND 11 TO PROVIDE A COMPREHENSIVE DEFINITION OF "DELIVERY VEHICLE"; TO PROVIDE UPDATED DEFINITION OF "QUEUING AREA"; TO UPDATE THE GENERAL AND DESIGNATED PARKING AREAS SECTION; TO PROVIDE STANDING VEHICLE USE OF THE UPDATED BUS AND DELIVERY VEHICLE PARKING AREAS; TO ESTABLISH AN REDEFINED QUEUING AREA FOR TAXICABS; TO UPDATE THE QUEUING AREA PROCEDURE ALLOWING ONLY TAXICAB DRIVERS IN SPACES 1 THROUGH 3 TO LOAD FARES AND ALLOWING TAXICAB DRIVERS IN SPACES 7 THORUGH 12 TO USE THE RESTROOMS FACILTIIES; TO SPECIFY TAXICAB FARE PROTOCOL ELIMINATING DOUBLE FARES AND REMOVING RESTRICTIVE LANGUAGE RELATED TO SELECTIVE SCREENING OF PASSENGERS; TO ESTABLISH TIME LIMITATIONS FOR TAXICABS PARKED IN PUBLIC PARKING AREAS; TO PROVIDE FOR TAXICAB DRIVERS TO WEAR IDENTIFYING CLOTHING; TO PROVIDE THAT ALL TAXICABS HAVE A WORKING CREDIT CARD SYSTEM; TO PROVIDE MINOR CLEARIFICATION FOR VIOLATIONS; TO PROVIDE FOR A REVISED LAYOUT MAP IN EXHIBIT "A"; AND TO MAKE OTHER MINOR WORDING CHANGES IN THE DOCUMENT;

WHEREAS, in 2009, the Key West International Airport opened the new Terminal and changed the uses of the existing Terminal; and

WHEREAS, the Airport Director, in consultation with local transportation entities, developed a revised plan for the parking, standing and circulation of vehicles at the Airport; and

WHEREAS, the Airport Director implemented the new ground transportation plan to coincide with the opening of the Airport's new Terminal; and

WHEREAS, the County Commission found the new ground transportation plan to be a fair and well-designed system for the several transportation entities that serve the Airport; and

WHEREAS, the Director of Airports has found it to be beneficial to make refinements to the plan since the implementation of the original plan;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA THAT:

**Section 1. The foregoing recitals are incorporated herein by reference.**

**Section 2. Definitions.**

a) Airport means the Key West International Airport.

b) Airport Director or Director means the County employee charged with managing the Airport or designee.

c) Charter bus means a motor vehicle that is operated on a regular scheduled route or is chartered for a specific prearranged purpose and is designed to transport more than fifteen persons, including the driver.

d) Courtesy vehicle means a vehicle carrying passengers with reservations at a hotel, motel, resort facility, marina, off-site rental company, or local attraction, without a fee charged to the passenger and is owned or leased by the hotel, motel, resort facility, marina, off-site rental company or local attraction. A courtesy vehicle shall not mean a vehicle owned by a transportation or tour company which itself is retained by the hotel, motel, resort facility, marina, off-site rental company or local attraction to perform a courtesy vehicle function.

e) Commercial activity shall mean the exchange, trading, buying, hiring, or selling of commodities, goods, information, services, or property of any kind, or any revenue producing activity on the Airport.

f) Contract Vehicle For Hire (CVH) means a vehicle engaged in the transportation of persons for compensation, rented or hired by prearranged contractual arrangement for specific passengers on an itinerary list, not capable of carrying more than fifteen passengers, including the driver. The definition of a CVH shall remain consistent with the definition contained within the City of Key West Code of Ordinances, as amended.

g) Delivery vehicle means a vehicle delivering goods or services to or from County personnel or tenants at the airport.

h) Gross revenues mean the total charges for time, mileage, any and all insurance coverage charged to the renter, any and all fees, plans, charges or surcharges of any kind whatsoever including but not limited to roadside service fees, road side service plans, drop off fees, fuel fees, received or receivable, whether by cash or credit, before any federal, state or local tax and after any discount specifically shown on the car rental agreement for the rental of all motor vehicles by the operator to customers picked up at the airport for and in connection with the rental of a motor vehicle regardless of where the payment is made or where the vehicle is returned. It is the intent of the County that the definition of gross revenues be construed as broadly as permitted by law and that the only exclusions to the definition of gross revenues shall be state, federal and local taxes.

i) License Holder shall mean the individual, partnership, LLC or corporation that holds an occupational license that is properly licensed by the State and County and the City of Key West if passengers and/or baggage are to be delivered within the city of Key West, for the provision of transportation services as a Charter Bus, Passenger Vehicle for Hire, Contract Vehicle for Hire, or Courtesy Vehicle.

j) Motor vehicle or vehicle shall mean any and all motor driven vehicles.

k) Operator means that person actually driving a bus, courtesy vehicle, vehicle for hire, contract vehicle for hire, or delivery vehicle conducting commercial business at the Airport.

l) Passenger vehicle for hire shall mean a Taxi cab.

m) Person shall mean any individual, partnership, LLC or corporation.

n) Queuing area means that area of the Airport designated as the standing area for taxicabs, as set forth in "Exhibit A".

o) Permit decal shall mean a decal that is affixed to a License Holder's vehicle showing evidence that the License Holder is in compliance with all State, County and City of Key West (if applicable) regulations, and has paid the appropriate fees.

p) Solicit or solicitation means to ask or advertise, through verbal request, by sign, or by mere physical presence, if a potential customer desires transportation.

q) Standing (or stand) shall mean temporary parking during which the driver remains with the vehicle.

r) The owner of a beneficial interest means an individual, corporation, LLC or partnership that does not have title to a vehicle but has a right or rights in the vehicle that are normally considered an incident of ownership.

**Section 3. Exhibits.**

Exhibit A is a map depicting the various parking and standing areas at the Airport. Exhibit B contains the insurance requirements for the types of vehicles operating at the Airport under the terms of this Resolution. Exhibits A and B are attached to this Resolution and made part of it.

**Section 4. Permitting; and Fees.**

a) A License Holder wishing to obtain an Airport Vehicle Permit or permit renewal must complete an Airport Vehicle Permit application form for their appropriate service which provides evidence that the applicant is in compliance with State, County and City laws, ordinances and resolutions that apply to the applicant's operation; provide proof of the insurance for each vehicle required by this Resolution; and pay the fee described in the following subsections. However, no City permit or license is required for license holders who deliver passengers and/or baggage to destinations outside the City of Key West. The applicant must disclose on the application form the ownership of the vehicle for which the permit is sought. If the legal owner and the owner of a beneficial interest in the vehicle are different individuals, corporations, LLCs or partnerships, the applicant must list the legal owner(s) and the owner(s) of any beneficial interests. An owner that is a privately held corporation or LLC must list the officers and directors; an owner that is a partnership must list the general partner(s); an owner who is an individual must disclose his or her legal name; an applicant doing business as (d.b.a.) must disclose the entity that is using the d.b.a.name.

b) Airport permits shall be issued on a month to month basis. However, permits may be issued on a one, two or three month basis, payable in advance, providing that all insurance requirements are in effect for the period of time involved.

c) Courtesy vehicles

(1) Courtesy vehicle operators who wish to stop, stand, park, load, or pick up passengers at the Airport must possess an Airport Courtesy Vehicle permit from the Airport Director for that privilege.

(2) The courtesy vehicle permit fees are:

(i) Except for off-site rental car courtesy vehicles, $400.00 per month per vehicle due the first of each month. If the permit fee is not paid by the fifth day of each month or if the vehicle fails to comply with any other applicable requirement of this Resolution, then the offending vehicle shall not provide any service at the airport until the permit fee has been paid and, if applicable, any other violation of this Resolution has been corrected.

(ii) Off-site rental car courtesy vehicles, any number, shall pay a vehicle permit fee based on a percentage of annual gross revenues at a rate of 8% for all rental contracts generated from customers picked up at the airport and shall be due and payable on the first day of the month following the generation of the rental contract. If the permit fee is not paid by the fifth day of each month or if the vehicle fails to comply with any other applicable requirement of this Resolution, then the offending rental car company shall not provide any service at the Airport until the permit fee has been paid and, if applicable, any other violation of this Resolution has been corrected. Off-site rental car courtesy vehicles shall maintain all books, records, and documents directly pertinent to the calculation of the annual gross revenue in accordance with generally accepted accounting principles consistently applied. The County or its designated representative and the Monroe County Clerk of Court or his designated representative shall have reasonable and timely access to such records. If an auditor employed by either the County or Clerk determines that the off-site rental car company failed to remit the correct monthly payments as determined by the audit, the company shall repay the delinquent monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were due to the County.

(iii) The courtesy vehicle permit decal must be affixed to the vehicle in the lower right front (passenger side) windshield. Expired permit decals will be removed from the vehicle.

d) Charter buses

(1) Charter bus operators who wish to stop, stand, park, load, or pick up passengers at the Airport must possess an Airport Charter Bus permit from the Airport Director for that privilege.

(2) The charter bus permit fees are $200.00 per vehicle per month due the first of each month. If the permit fee is not paid by the fifth day of each month or if the vehicle fails to comply with any other applicable requirement of this Resolution, then the offending vehicle shall not provide any service at the airport until the permit fee has been paid and, if applicable, any other violation of this resolution has been corrected.

(3) The charter bus permit decal must be affixed to the vehicle in the lower right front (passenger side) windshield. Expired permit decals will be removed from the vehicle.

e) Passenger Vehicles For Hire and Contract Vehicles For Hire.

(1) Passenger vehicle for hire and contract vehicle for hire operators who wish to stop, stand,

park, load and pick up passengers at the Airport must possess an Airport Vehicle for Hire permit from the Airport Director.

(2) Passenger vehicle for hire permit fees are $200.00 per vehicle per month due the first of each month. If the permit fee is not paid by the fifth day of each month or if the vehicle fails to comply with any other applicable requirement of this Resolution, then the offending vehicle shall not provide any service at the Airport until the permit fee has been paid and, if applicable, any other violation of this Resolution has been corrected.

(3) Contract vehicles for hire shall have the option of purchasing a monthly permit in advance or paying a monthly gross revenue fee in arrears. The permit fee for a permit purchased in advance is $200.00 per vehicle per month. If the contract vehicle for hire elects to purchase a permit based on each vehicles monthly gross revenue derived from passenger pick up at the airport, the permit fee shall be 10% of the gross revenue derived from passenger pick up at the airport and shall be due and payable on the first day of the month following the passenger pick up. If the permit fee is not paid by the fifth day of each month or if the vehicle fails to comply with any other applicable requirement of this Resolution, then the offending vehicle shall not provide any service at the Airport until the permit fee has been paid and, if applicable, any other violation of this Resolution has been corrected. If the owner of the contract vehicle for hire obtains his/her permit based on the gross revenue method the owner shall maintain all books, records, and documents directly pertinent to the calculation of the monthly gross revenue in accordance with generally accepted accounting principles consistently applied. The County or its designated representative and the Monroe County Clerk of Court or his designated representative shall have reasonable and timely access to such records. If an auditor employed by the County or Clerk determines that the owner of the Contract Vehicle for Hire failed to remit the correct monthly payments as determined by the audit, the owner shall repay the delinquent monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were due to the County.

(4) The Passenger Vehicle for Hire permit decal or Contract Vehicle for Hire permit decal must be affixed to the vehicle in the lower right front (passenger side) windshield. Expired permit decals will be removed from the vehicle.

(f) Temporary permits may be issued on a daily basis at a cost of $10.00 per day per vehicle. An applicant for a temporary permit must fill out the appropriate permit form required by the Airport Director; which provides evidence that the applicant is in compliance with State, County and City laws, ordinances and resolutions that apply to the applicant's operation; provide proof of the insurance required by this Resolution; and pay the fee described. A vehicle is only eligible for a temporary permit for eight days per calendar year. Any vehicle furnishing: Airport service in excess of eight days per calendar year must have a monthly permit as appropriate to the airport service provided by the vehicle. The vehicle will not be eligible for a temporary permit again until the beginning of the next calendar year.

**Section 5. Unpermitted operators.**

The operators of vehicles for hire, contract vehicles for hire, courtesy vehicles and chartered buses without an Airport permit may unload passengers at the Airport area designated for general unloading. Unpermitted operators are prohibited from loading, picking up, or soliciting passengers anywhere at the Airport.

**Section 6. Parking and standing of vehicles.**

a) General.

Commercial drop-off only is allowed curbside at the departure terminal for departing passengers. Members of the public may load, pickup and unload passengers curbside at the departure terminal and in areas designated as public as shown on Exhibit "A".

b) Designated parking areas.

(1) Exhibit "A" describes different areas on the Airport grounds for the parking and standing of vehicles. In addition to the public parking lots, there shall be eleven (11) spaces allotted to the public for short term pick up arriving passengers; twelve (12) spaces allotted to taxicabs; and ten (10) spaces allotted to all other commercial vehicles including charter/city bus, courtesy, contract and delivery vehicles. The Airport Director may make other areas available for use by commercial delivery vehicles and charter/city buses.

(2) A taxicab that is not a CVH, but whose driver has a manifest for a particular pickup may park or stand in the area allotted to the public. A driver of a taxicab bearing a manifest shall be subject to the rules governing courtesy vehicle operators set forth in sections 7 b) and c). In such instance, a manifest may be in the form of a sign with the passenger's name on it.

**Section 7. Courtesy vehicle operations.**

a) Operators of courtesy vehicles shall use the parking areas designated for courtesy vehicles as shown on "Exhibit A". Except as provided herein, the use of the area reserved for courtesy vehicles by anyone other than a courtesy vehicle is prohibited.

b) Operators of courtesy vehicles may enter the terminal arrivals area to meet their passengers. These operators shall display signs identifying themselves or identifying the passengers they are seeking.

c) Operators of courtesy vehicles or their agents, employees, or accompanying personnel or other person, shall not solicit business in any manner whatsoever anywhere at the Airport and shall not accept for transport any individual without a reservation or a reservation request at the hotel, motel, resort facility or car rental agency for which the courtesy vehicle provides transportation. Upon request of the Airport Director, or designee, the operator of a courtesy vehicle, or accompanying personnel, shall furnish the Director or his designee with the names of its customers as may be necessary to determine compliance with this subsection.

d) Courtesy vehicles shall display the name of the hotel, motel, resort facility, marina, off-site rental company, or local attraction, and their logo. The display shall be permanently affixed to the vehicle in a professional business graphic design.

**Section 8. Charter Bus and delivery vehicle operations.**

a) Only the operators of buses or delivery vehicles may stop, stand, park, load, unload or pick up passengers at the Airport areas reserved for buses or delivery vehicles. The use of the area reserved for buses or delivery vehicles by anyone other than bus or delivery vehicle operators is prohibited, except for standing vehicles only, standing vehicles shall immediately give way and

vacate the parking area to any bus or delivery vehicle needing that area.

b) Operators of Charter Buses or their agents, employees, accompanying personnel or other person shall not solicit business in any manner whatsoever anywhere at the Airport and shall not accept for transport any individual without a reservation. Upon request of the Airport Director, or his designee, the operator of a Charter Bus, or accompanying personnel, shall furnish the Director or designee with the names of its customers as may be necessary to determine compliance with this subsection.

**Section 9. Contract vehicles for hire, trolleys, sightseeing vehicles and limousine operations.**

a) In waiting for, and in loading of passengers and luggage, contract vehicles for hire, trolleys, sightseeing vehicles and limousine operators shall use the courtesy vehicle area as specified in Section 7 above.

b) Contract vehicles for hire, trolleys, sightseeing vehicles, and limousine operators and or their agents, employees, accompanying personnel or other person may enter the terminal arrivals area to meet their passengers. They shall display signs identifying themselves or identifying the passengers they are seeking.

c) These operators shall not at any time solicit customers in the terminal area, shall not have a taximeter installed or engage in any transportation "on demand".

**Section 10. Taxicab operations.** The following shall constitute the standards governing the conduct of operations for taxicabs operating at the Airport:

a) The Airport Director shall establish a first-in, first-out system for taxicabs (passenger vehicles for hire). There shall be a twelve (12) space waiting area outside the arrivals terminal, together known as the Queuing Area, designated exclusively for taxicab parking. The Queuing Area is specifically described in 'Exhibit A." as Taxicab Parking. All operators in Queuing Area spaces 1 through 6 shall remain with their vehicles unless the operator is actively engaged in assisting a passenger, only operators in spaces 1 through 3 will be allowed to load passengers into their vehicles. All operators in Queuing Area spaces 7 through 12 shall remain with their vehicles unless they are using the airport restroom facilities. If an operator leaves his or her vehicle for any reason at the time a fare is available, then the operator forfeits their right to the fare.

b) When the first operator in line in the Queuing Area obtains a fare, the next operator (s) shall move up in line. Jumping the waiting line or taking fares out of turn is not allowed.

c) Operators shall only load one fare at a time and shall immediately depart the airport to provide transportation service for the fare paying passenger(s). Operators may not re-enter the queuing area with a passenger in the cab.

d) Operators may not refuse a fare.

e) Taxicabs picking up lost baggage by previous arrangement with an airline may park in the area in Exhibit "A" allotted to the public, under the same time limitations. In this circumstance, no soliciting or acceptance of other fares is allowed.

f) If a group request for transportation to the first driver in line exceeds the capability of that vehicle, the request shall be referred to the next driver in line that can accommodate the group, or

the group may be broken into smaller groups with the permission of the passengers.

g) There shall be no shouting to or soliciting of passengers inside the terminal buildings.

h) No obscene language or rowdy or boisterous behavior by operators shall be allowed.

i) When unloading passengers, a operator shall park the vehicles at the curb. No double parking shall be allowed.

j) No double parking is allowed for cabs waiting to move into a taxicab parking spot.

k) If an operator discovers or witnesses an alleged or suspected rule violation, he or she shall forward it to Airport Security in written form within 24 hours.

l) While operators are expected to make best efforts to police themselves, they are subject to the direction of any on-site representative of the Monroe County Sheriff's Department.

m) All operators shall wear at least one item of clothing clearly identifying them as an operator of the cab company for which they are working for at that moment and thus providing a commercial service at the airport for.

n) All operators shall have a fully operating credit card system when providing commercial service at the airport, if an operator's credit card system is not functioning, the operator shall not provide service from the queuing area.

**Section 11. Violations.**

a) All operators of vehicles engaged in commercial activity at the Airport shall comply with this Resolution.

b) A FIRST offense by an operator shall result in a written warning to the operator. The Monroe County Sheriff's Office shall prepare a report which shall be provided to the Airport Director detailing the date, time and place of the offense. The Airport Director shall issue written notification to the offending operator informing the operator that they have committed their first offense to the Airport's Ground Transportation Resolution. A copy of the written notification shall also be provided to the License Holder of the vehicle.

c) A SECOND offense by an operator within a 12 month period of the first offense, shall result in the offending operator being banned from operating on the Airport property for a period of up to 14 consecutive calendar days. An operator so banned shall not be allowed to conduct commercial activity of any kind including pick up or drop off of passengers. The ban shall not apply to the operator's use of the airport for the operator's personal travel. The Monroe County Sheriffs Office shall prepare a report which shall be provided to the Airport Director detailing the date, time and place of the offense as well as all previous offenses. The Airport Director shall issue written notification to the offending driver informing the driver that their privilege to operate at the Airport has been suspended and the effective dates of the suspension. A copy of the written notification shall be provided to the License Holder.

d) A THIRD offense by an operator within a 12 month period of the second offense shall result in the subject having their privilege to operate at the airport revoked immediately. The Airport Director shall issue a written notice to the offending operator informing the offending operator of the immediate revocation of operating privileges at the Airport. An operator so banned shall not be allowed to conduct commercial activity of any kind including pick up or drop off of passengers. The ban shall not apply to the operator's use of the airport for the operator's personal travel. The offending operator can petition, in the form of a letter, for reinstatement of his privileges to operate at the Airport upon the expiration of 90 calendar days from the effective date of revocation of operating privileges. A copy of the written notification shall be provided to the License Holder.

e) The Airport Director or designee, may request the Monroe County Sheriffs Office issue a trespass warning to any operator whose privileges to operate at the Airport has been suspended. Any operator who has been issued a trespass warning by the Monroe County Sheriffs Office and returns to the Airport property during the term of the suspension will be subject to arrest Under F.S. 810.09.

f) An operator cited under subsection b), c) or d) above, may appeal in writing to the Airport Director within 7 calendar days of the written notification of the penalty. The Airport Director or designee shall review the written appeal and may hold a hearing on the appeal within 7 days (holidays and weekends excluded) of receipt of the appeal. Any penalty imposed pursuant to subsection c) or d) above shall remain in force during the pendency of the appeal. All appeals shall be informal in nature and strict rules of evidence shall not apply.

g) Any written appeal submitted later than 7 calendar days of the written notification of the offense shall not be considered.

**Section 12. Authority.**

The Airport Director shall have the authority to make adjustments to the ground transportation system without obtaining an amendment to this Resolution. This authority is delegated in consideration of the harmonious operation of the Airport. The Airport Director shall consult with those entities that provide transportation services at the Airport before implementing changes to the plan. Any such changes shall be in writing and affixed to this Resolution in the files of the County Clerk.

**Section 13. Severability.**

If any section, subsection, sentence, clause, item, or provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity.

**Section 14. Inconsistency.**

All Resolutions or parts of a Resolution in conflict herewith are hereby repealed to the extent of such conflict.

**Section 15. Effective Date.**

This Resolution will take effect after the promulgation required in Sec. 332.08 (2) (b), Fla. Stat.

**PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the _____ day of February, 2016.

| | |
|---|---|
| Mayor Carruthers | ____ |
| Mayor Pro Tem Neugent | ____ |
| Commissioner Kolhage | ____ |
| Commissioner Rice | ____ |
| Commissioner Murphy | ____ |

**BOARD OF COUNTY COMMISSIONERS**

OF MONROE COUNTY, FLORIDA

ATTEST: AMY HEAVILIN, CLERK

By: _____
Clerk

By: _____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
_____
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 1/26/16

**INSURANCE REQUIREMENTS**

## INSURANCE

The insurance requirements for vehicles providing ground transportation at Key West International Airport shall be as set forth in this Exhibit. Applicants applying for a permit discussed in Section 4 of this Resolution must provide proof of insurance at least once every six (6) months or as requested by Airport Management. This proof of insurance should be in a form of a Certificate of Insurance issued by a licensed agent for the State of Florida. This certificate should be an original. In the description of operations section, it should clearly state that this is a public livery policy where the insured charges a fee. If the vehicle were a courtesy vehicle, this would not apply. Additionally, at least once per year, applicants will be required to execute the "Indemnification and Hold Harmless" form contained in this Exhibit.

Insurance requirements for all vehicles providing service at the airport shall be as described in Exhibit B.

EXHIBIT B

VEHICLE LIABILITY
INSURANCE REQUIREMENTS

**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:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$100,000 per Person
$300,000 per Occurrence
$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements

Administration Instruction **VL2**

## CLERK'S CERTIFICATE OF POSTING

I AMY HEAVILIN, Clerk of the Circuit Court in and for Monroe County, State of Florida, DO HEREBY CERTIFY that Resolution No. -2016 amending Resolution No. 185-2009, which provided a ground transportation system for the Key West International Airport; amending sections 2, 6, 8, 10 and 11 was passed and adopted by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on _____, 2016.

That on _____, 2016, I did post a copy of said Resolution pursuant to Section 332.08 (2) (b), Florida Statute by posting for four (4) consecutive weeks a copy at the front door of the County Courthouse of Monroe County, at Key West, State of Florida, it being the place where Court is held in said County.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Court, this _____

Day of _____ A.D. 2016

AMY HEAVILIN
Clerk of the Circuit Court
Monroe County, Florida

By: _____
Clerk

Exhibit A

# Ground Transportation Plan
## Airport Parking & Standing Layout
## BOCC - February 10, 2016

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: 02/10/2016 Department: Airports

Bulk Item: Yes X No ___ Staff Contact Person/Phone #: Don DeGraw 809-5200

**AGENDA ITEM WORDING:** Approval to accept a bid proposal and approve a contract with the most responsive bidder "USA Parking System, Inc.", providing parking lot management services at the Key West International Airport, including full staffing during normal operating hours and a fully automated after hours "pay in lane" device.

**ITEM BACKGROUND:** The airport has a 134 revenue producing parking spaces that require the 24/7/365 management services by a professional airport parking lot service company. The airport received six (6) bids from parking lot management firms; the most responsive bidder was determined to be "USA Parking Systems, Inc." the incumbent bidder. Please see the attached memo related to the three (3) non-responsive bidders.

**PREVIOUS RELEVANT BOCC ACTION:** BOCC – July 15, 2015 approval to issue a bid solicitation for landscaping services at the Key West International Airport, Item C-6.

**CONTRACT/AGREEMENT CHANGES:** N/A

**STAFF RECOMMENDATION:** Approval.

**TOTAL COST:** $151,104 annually **INDIRECT COSTS:** _____ **BUDGETED:** Yes X No____

**DIFFERENTIAL OF LOCAL PREFERENCE:** N/A

**COST TO COUNTY:** None **SOURCE OF FUNDS:** Airport Operating

**COST TO AIRPORT:** $151,104 per year & 2.5% (gross revenue) incentive bonus

**COST TO PFC:** None

**REVENUE PRODUCING:** Yes X No __ **AMOUNT PER YEAR:** $278,000

**APPROVED BY:** County Attorney [signature] OMB/Purchasing CB Risk Management MS

**DOCUMENTATION:** Included X Not Required _____

**DISPOSITION:** _____ **AGENDA ITEM #** Eq-W3

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY
Contract #

Contract with: USA Parking System, Inc.

Effective Date: March 1, 2016
Expiration Date: February 28, 2019

Contract Purpose/Description: The airport has 134 revenue producing parking spaces that require professional airport parking lot management services on a 24/7/365 basis.

Contract Manager: Don DeGraw (name) # 5210 (Ext.) Airports - Stop # 5 (Department/ Stop)

for BOCC meeting on: 2/10/2016

Agenda Deadline: 1/26/2016

## CONTRACT COSTS

Total Dollar Value of Contract: $151,104 per year

Current Year Portion: $88,144.00

Budgeted? Yes

Account Codes: 404-63001-530340

Grant: No

County Match: N/A

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

ADDITIONAL COSTS – N/A
For:
(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

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

Comments:

# KEY WEST INTERNATIONAL AIRPORT

3491 South Roosevelt Boulevard, Key West, Florida 33040
305-809-5200 phone / 305-292-3578 fax

**MEMORANDUM**

Date: December 7, 2015
To: Monroe County BOCC
From: Don DeGraw, Director of Airports
Subject: Bid Review – Parking Lot Services Proposal

On November 10, 2015 the County performed a bid opening for Parking Lot Management Services At Key West International Airport, this Request for Proposal (RFP) was approved to go out for bid at the July 15, 2015 BOCC meeting. The County received six (6) bids from the RFP and three of those bidders were deemed to be non-responsive, for reasons noted below:

***Non- responsive bidders***

| | Respondent | Bid Amount | Comments – RFP Document |
|---|---|---|---|
| 1. | Asta Parking | $114,420 | **Section One:**<br>**1.04-A** No evidence of ability to do business in an airport environment.<br>**1.14** Bid includes a "condition not requested" by the solicitation of a 15% management fee incentive for gross revenue above $300K.<br>**1.14** Bid proposal is "incomplete" and is low compared to other responsive bidders because it lacks the following operational costs: estimated insurance, general maintenance, general repairs. |
| 2. | Southpark Management Parking Solutions | $141,519 | **Section One:**<br>**1.04, 1.05, 1.09, Bid Proposal (Page 27) items 1-5** Did not include any required forms, no airport experience, no references and no required insurance information. |
| 3. | Park 'N Fly | $144,092 | **Section Two:**<br>**Para (c)** Automated after hours GCS system does not accept cash. |

The remaining 3 responsive bidders have been reviewed and USA Parking System, Inc. has been determined to be the lowest most responsive proposal that complies with all the applicable instructions required for submission.

***Responsive bidders***

| | Respondent | Bid Amount | Comments – RFP Document |
|---|---|---|---|
| 4. | USA Parking System | $151,104 | Meets all bid requirements & Local Preference |
| 5. | LAZ Parking | $169,895 | Meets all bid requirements |
| 6. | Republic Parking | $187,265 | Meets all bid requirements |

**The Airport recommends that USA Parking System, Inc.. be awarded the bid.**

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

**TITLE: PARKING LOT MANAGEMENT SERVICES AT KEY WEST INTERNATIONAL AIRPORT MONROE COUNTY, FLORIDA**

| RESPONDENT | BID BOND | BID AMOUNT | |
|---|---|---|---|
| Southpark Management | N/A | Salary and Wages | $ 79,219.00 |
| | | Operating Costs | $ 41,100.00 |
| | | Equipment Repayment | $ 12,200.00 |
| | | Mangement Fee | $ 9,000.00 |
| | | Total | $ 141,519.00 |
| Republic Parking | N/A | Salary and Wages | $ 108,646.00 |
| | | Operating Costs | $ 23,974.00 |
| | | Equipment Repayment | $ 22,645.00 |
| | | Mangement Fee | $ 32,000.00 |
| | | Total | $ 187,265.00 |
| Asta | N/A | Salary and Wages | $ 86,600.00 |
| | | Operating Costs | $ 6,820.00 |
| | | Equipment Repayment | $ 15,000.00 |
| | | Mangement Fee | $ 6,000.00 |
| | | Total | $ 114,420.00 |

Bid Committee Present: Melissa Wilson-OMB

Members of the Public Present: None

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

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

**TITLE: PARKING LOT MANAGEMENT SERVICES AT KEY WEST INTERNATIONAL AIRPORT MONROE COUNTY, FLORIDA**

| RESPONDENT | BID BOND | BID AMOUNT | |
|---|---|---|---|
| USA Parking | N/A | Salary and Wages | $ 105,328.00 |
| | | Operating Costs | $ 14,002.00 |
| | | Equipment Repayment | $ 19,774.00 |
| | | Mangement Fee | $ 12,000.00 |
| | | Total | $ 151,104.00 |
| Park 'N Fly | N/A | Salary and Wages | $ 97,809.00 |
| | | Operating Costs | $ 19,441.00 |
| | | Equipment Repayment | $ 14,842.00 |
| | | Mangement Fee | $ 12,000.00 |
| | | Total | $ 144,092.00 |
| LAZ FLY | N/A | Salary and Wages | $ 97,445.00 |
| | | Operating Costs | $ 29,550.00 |
| | | Equipment Repayment | $ 21,900.00 |
| | | Mangement Fee | $ 21,000.00 |
| | | Total | $ 169,895.00 |

Bid Committee Present: Melissa Wilson-OMB

Members of the Public Present: None

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

**MANAGEMENT AGREEMENT FOR PARKING LOT MANAGEMENT SERVICES**
**USA PARKING SYSTEM**
**KEY WEST INTERNATIONAL AIRPORT**

**THIS AGREEMENT** (hereafter "Contract" or "Agreement") is made and entered into this 1st day of March, 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 USA Parking System, Inc., a Tennessee Corporation registered to do business in Florida (hereafter "Contractor" or "Operator), whose address is 1330 SE 4th Avenue, Fort Lauderdale, Florida 33316.

W I T N E S S E T H

WHEREAS, Owner owns and operates the Key West International Airport (hereinafter referred to as the "Airport"); and

WHEREAS, Operator is engaged in the business of operating public parking facilities; and

WHEREAS, Operator was selected to operate certain parking facilities at the Airport; and

WHEREAS, Operator has indicated a willingness and demonstrated the ability to properly operate and manage said Airport parking facilities in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions.

ARTICLE I
TERM OF AGREEMENT

1.01. Term. The initial term of this Agreement shall be three (3) years commencing on the 1st day of March, 2016(Commencement Date) and terminating at Midnight on the 28th day of February, 2019.

1.02 Renewal. Provided Operator has fulfilled all conditions of this Agreement, Operator may request this Agreement be renewed for a single two (2) year option period beginning at the end of the initial term. In the event Operator submits a request to renew, it shall do so by providing written notice to Owner not less than one hundred eighty (180) days prior to the scheduled termination date of the initial term. Such notice shall include any Operator requested modifications to terms and conditions, if any, of this Management

Agreement. The Owner shall have sixty (60) days to review the renewal request and the proposed modifications and respond. Failure of the Owner to respond at the end of the 60 day period shall be deemed to be a denial of the operators request to renew the agreement.

## ARTICLE II
## FACILITIES AND OPERATIONS

2.01 Description of Privileges, Uses and Rights. Owner hereby makes available to the Operator for management and operation:

All paid public vehicle parking facilities serving Key West International Airport, located within the terminal building area, upon terms and conditions hereinafter set forth.

Except as expressly set forth, nothing herein contained shall be construed to grant to Operator the right to use any space or area improved or unimproved which is exclusively leased to a third party, or which Owner has not granted herein.

2.02 Description of Facilities. The Facilities shall encompass the vehicle parking areas serving the main terminal, exit booths, control devices, entrances, exits, and other improvements, including the Long Term and Metered Parking Lots as more particularly described on Exhibit "A" dated January 22, 2016 attached hereto and made a part hereof. The employee parking area is hereby excluded from this agreement.

Contractor shall submit plans and drawings to the Director of Airports for a fully automated parking lot payment system consisting of one (1) pay-in-lane device (the "Equipment"). Upon review and written approval by the Director of Airports the Contractor shall proceed to install the approved Equipment within 30 days of the written approval. The Equipment shall be financed as follows:

A. Owner will pay Contractor monthly charges for the Equipment over a sixty (60) month period from March 1, 2016 through February 28, 2021 (the "Payment Period") in the amount of $2,420.00 per month for months 1-36, and $504.00 per month for months 37-60 (each a "Monthly Charge" and collectively, the "Monthly Charges"). The Monthly Charges shall be deemed operating expenses and reimbursed to Contractor as per Article IV below. In addition, any personal property tax assessed on the Equipment shall be either (i) reimbursed as an operating expense, or (ii) paid directly by Owner to the tax authority or equipment financier (as applicable).

B. Owner acknowledges that (i) the Equipment is and shall remain personal property and shall not constitute a fixture, and (ii) Owner does not own the Equipment and Owner shall not have or acquire any right, title or interest in or to the Equipment at any time under the Agreement, except as expressly set forth in Section C below. Title to the Equipment shall be

retained by Contractor or an equipment financier, subject only to any security interest or assignment that Contractor may grant to such equipment financier. Owner shall not suffer or permit any lien or encumbrance to attach to the Equipment. Owner shall refrain from taking any action to bar, restrain or otherwise prevent Contractor, its representatives, agents, secured parties, successors or assigns from entering, and hereby grants to said parties the right of entry to, the Facilities for the purpose of inspecting or, after an event of default under or the expiration of term of this Agreement, taking possession of and removing the Equipment at any reasonable time or times.

C. Upon expiration of the Payment Period, provided all Monthly Charges have been paid in accordance herewith, title to the Equipment shall be transferred to Owner. However, notwithstanding anything in this Agreement to the contrary, if this Agreement should not be renewed beyond the initial 36-month term, or if this Agreement should terminate for any reason prior to Contractor's receipt of all sixty (60) Monthly Charges for the entire Payment Period, Owner shall be responsible for paying to Contractor, within ten (10) days after the date of Contractor's statement for same, one lump-sum payment equal to the total of all remaining Monthly Charges for the Payment Period, which shall be automatically accelerated and become due. Upon receipt of such lump-sum payment, title to the Equipment shall be transferred to Owner.

Contractor shall be solely responsible for the maintenance of the automated system during the term of this Agreement and any subsequent renewals. The cost of such maintenance shall be reimbursed to Contractor as an operating expense

In the event Owner, prior to termination of the Agreement or any renewal thereof, shall vacate, move, re-establish, or materially alter the entrance to the Terminal Building or Airport grounds, or take any other action resulting in the necessity of a new parking lot and the relocation of parking equipment and cashier booths, or should the Airport Terminal Building or airport runways be relocated to an area other than immediately adjacent to the now-existing Terminal Building resulting in the necessity of a new parking lot area, then in such event, Owner shall provide Operator a comparable parking facility with all parking equipment and cashier booths relocated at no cost to Operator.

## ARTICLE III
## GROSS REVENUES AND REPORTS

3.01 General. Monies payable by Operator to Owner shall include all parking fees inclusive of sales tax, if any and all parking meter revenues. Dishonored checks, uncollectible or uncollected fees and other bad debts shall not be included in Gross Revenues, provided that such transactions were processed utilizing procedures accepted and approved by the Owner. Monies which might be otherwise due from stolen vehicles or vehicles abandoned in the Facilities shall not be included in Gross Revenues, except to the extent monies are actually

collected. Operator may accept personal checks or credit cards for payment under such terms and conditions as may be approved by Owner for handling such payments.

3.02 Deposits. As soon as practical, but no later than the next banking day following receipt of any Gross Revenues hereunder, the Operator shall cause to have deposited said Gross Revenues in an account of and to the credit of the Owner. It shall be considered that the Owner has come into possession of the Gross Revenue only when the Owner has received the duplicate deposit slip, properly certified by a cashier or officer of the depository bank.

3.03 Reports. Operator shall provide Owner, in a form and detail satisfactory to Owner, the following reports including but not necessarily limited to:

A. Daily report of Gross Revenues and the duplicate deposit slip.

B. Monthly Activity and Gross Revenue summary.

3.04 Accounting Records. Operator shall, during the term of this Agreement and any renewals thereof, 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 any renewals thereof) and for four (4) years following the termination of this Agreement. Knowingly furnishing the Owner a false daily Gross Revenue report or a false Monthly Activity and Gross Revenue summary under the provision hereof will constitute a default by Operator of this agreement and the Owner may, at its option, immediately terminate this agreement.

3.05 Budget. Operator shall prepare and submit to the Owner for review and approval an overall annual operating budget, listing all anticipated reimbursable costs required for the first year. Thereafter, annually, no later than 30 days prior to the anniversary of the Agreement, Operator shall submit a new annual operating budget for review and approval by the Owner. The approved annual operating budget may be increased or decreased by the Owner from time to time, but only if and to the extent that the Owner, in its reasonable discretion, deems such revisions necessary and appropriate under this Agreement.

The costs of bonds and insurance, specifically required pursuant to this Agreement, and any expense for deductible loss sustained by the Operator where such insurance policy includes a deductible limit approved by the Owner are reimbursable. The Owner shall approve all of the expenses contained in the budget. Only expenses approved by the Owner as set forth in the budget approved by the Owner, may be reimbursed to the Operator by the Owner.

Notwithstanding the foregoing, unless Operator is notified in writing by the Owner that

the operating expense associated with the purchase or performance of certain goods or services will be incurred by the Owner, all operating expenses shall be reimbursed by Owner to Operator at Operator's cost, plus sales tax, if any, in accordance with Article 4.02 herein below.

## ARTICLE IV
## REIMBURSEMENT AND COMPENSATION TO OPERATOR

4.01 Management Fee. The Owner shall pay the Operator a Management Fee of $1,000 per month, payable on the 1st day of the month in advance.

In addition to the Management Fee, beginning June 2016, an incentive bonus shall become effective based on the evaluation of the operation by the Airport Director and payable on a quarterly basis. Such evaluation shall use 2.5% (two and one-half percent) of the Gross Revenues as a basis to determine the amount of bonus to be paid to the Operator. The Bonus Evaluation Form to be used is attached as Exhibit "B".

4.02 Operating Expenses. All operating budgeted expenses incurred by Operator in the operation of the Facilities, which are specifically approved by the Owner, plus start-up expenses, shall be reimbursed by Owner to Operator at the Operator's cost within ten (10) days from receipt by the Owner of a monthly "Expense Invoice(s)" from the Operator, certified by an officer of the Operator. Expense invoices for payroll and payroll related costs may be submitted every two weeks. Expense invoices for other than payroll and payroll related expenses must be accompanied and supported by copies of vendor invoices. If any item of expense is disputed or contested, a statement in writing setting forth the items being disputed and the specific reasons therefore shall be submitted to the Operator. Owner shall advance to Operator one-twelfth (1/12) of the operating budget to cover cost of the operation. Owner shall advance the above sum within thirty (30) days following the commencement of this Agreement.

The Owner shall not withhold reimbursement for non-disputed items of expense. Both parties shall in good faith diligently pursue clarification and resolution of any disputed items within thirty (30) days of receipt of written notice sent by Owner.

4.03 Other Facilities. The Owner shall have the right to require the Operator to manage any additional parking facilities not contemplated at the time of execution of this Agreement, in which event all costs of operation for such service, including transportation services, shall be made part of the budget, and all revenues therefrom shall be included in Gross Revenue.

## ARTICLE V
## CHARGES AND CONSULTATION

5.01 Charges. Except as may otherwise be specifically authorized by the Owner in writing, Operator shall charge all users of the Facilities the fees or rates for such use established by the Owner. Owner shall have the right to amend or otherwise change the rate schedule at any time during the term of this Agreement.

5.02 Consultation. The Owner reserves the right to call upon the Operator for parking facility consulting services and advice with regard to the operation of the Facilities. In such event the travel expenses and costs incurred, subject to the limits of the existing Owner travel expense policy, shall be considered a reimbursable item of expense.

## ARTICLE VI
## OBLIGATIONS OF OWNER

6.01 Maintenance Responsibility. Owner shall maintain all of the Facilities used by the Operator in good and adequate condition for their intended use to the extent required by law, including the roofs & exteriors of all buildings, such as exit booth(s) & offices, and connecting structures, fencing, concrete, asphalt and macadam paving, sidewalks and walkways, signs interior and exterior lighting, landscaping, and air conditioning.

6.02 Utilities. The Owner shall provide and pay for all Owner approved utilities.

## ARTICLE VII
## OBLIGATIONS OF OPERATOR

7.01 Maintenance and Repair. Operator shall, be responsible for the proper maintenance and repair of the Revenue Control System, and of the interiors of the exit booth. The Operator shall be responsible for keeping the Facilities, including the parking areas, the entrance and exit areas, and exit toll booth in a neat and clean condition at all times, except those areas specifically maintained and cleaned by the Owner. The Operator shall notify the Owner of any areas requiring immediate maintenance and/or repair upon discovery of such items. The cost of such repairs and maintenance shall be reimbursable to Operator.

7.02 Personnel.

A. The management, maintenance, and operation of the Facilities shall at all times be under the supervision and direction of a full-time, qualified, competent resident Facilities Manager who shall be subject to the direction and control of the Operator.

B. Operator agrees that its employees shall be of adequate number and competently trained so as to properly conduct the operation of Facilities; sufficient staff shall be provided to operate the toll booth in a first-class manner, to meet all reasonable demands of the public and to prevent customers from waiting in line for a period in excess of eight (8)

minutes, unless otherwise specified by the Owner. The Operator shall make every reasonable effort to schedule employees so as to minimize or avoid the payment of overtime, recognizing, however, that the intent of this Agreement is to provide a high level of service to the user of the Facilities.

C. All employees shall be required to wear the appropriate uniform at all times when on duty. Operator agrees to ensure that the employees and uniforms are clean and neat, and that the employees present a professional appearance at all times. Operator shall cause all of its employees to conduct themselves at all times in a courteous manner toward the public and dispense with the services of any employee deemed by the Owner to be detrimental to the Airport.

D. Operator, its agents, employees, or suppliers shall not block any areas used for ingress and egress by Airport traffic unless required in an emergency, and further, shall not interfere with the activities of Owner, its agents or employees, or any Airport tenant.

7.03 Cleanliness of Premises. The Facilities and all equipment and materials used by Operator shall at all times be clean, sanitary, and free from rubbish, and other refuse.

7.04 Operations.

A. The hours of operation shall be from 5:00 A.M. to midnight, seven (7) days per week, 365 days per year. Additional coverage will be as needed and approved by the Director of Airports. These hours are subject to change as airline schedules change to provide coverage of airline flights.

B. The Operator shall be responsible for the collection of all monies from the Metered Parking area, the collection of which will be made at a prearranged time to be agreed on by the Operator and the Owner. The monies from which will be included in the Gross Revenues as outlined above.

C. The Operator shall have provisions for accepting payment for parking fees in the form of cash, check, credit and debit cards.

7.05 Airport Procedures. Operator agrees to observe and abide by all procedures, rules and regulations, ordinances, statutes and laws promulgated from time to time by the Federal Government, the State of Florida, Owner or Airport staff or any other authority having jurisdiction concerning security matters, parking, ingress and egress, and any other operational matters related to the operation of the Key West International Airport

## ARTICLE VIII
## INDEMNITY/INSURANCE

8.01 Notwithstanding any minimum insurance requirements prescribed elsewhere in this Agreement, Operator 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 Operator or any of its employees, agents, contractors or other invitees of Operator on the Airport during the term of this Agreement, (B) the negligence or willful misconduct of Operator or any of its employees, agents, contractors or other invitees, or (C) Operator'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 negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than Operator). 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.

8.02 Operator will provide and maintain in effect throughout the term of this Agreement current general liability insurance in the amount of $1,000,000 combined single limit, personal injury, and $100,000 property damage.

8.03 Operator also will provide and maintain in effect throughout the term of this Agreement, current statutory requirements of worker's compensation.

8.04 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 Operator 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 Operator must immediately substitute complying policies so that no gap in coverage occurs.

8.05 All forms of insurance required above shall be from insurers reasonably acceptable to the County.

8.06 All insurance policies, or certificates of insurance, 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.

8.07 The insurance required of the Operator 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 Operator. 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 Agreement if the Operator 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.

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

## ARTICLE IX
## RELATIONSHIP OF THE PARTIES

9.01 Operator is and shall be deemed to be an independent contractor and Operator responsible to all parties for its respective acts or omissions, and Owner shall in no way be responsible therefore. Neither the Operator nor any of the officers, agents, or employees of the Operator shall be deemed to be employees of the Owner for any purposes whatsoever

## ARTICLE X
## TERMINATION OF AGREEMENT, CANCELLATION, ASSIGNMENT & TRANSFER

10.01 Termination. This Agreement shall automatically terminate and expire at the end of the term, as set forth in Article I hereof. Upon the termination of this Agreement, through passage of time or otherwise, the Operator shall aid the Owner in all ways possible in continuing the business of operating the Airport public parking facilities uninterruptedly.

10.02 Owner's Right of Cancellation. Owner may cancel this Agreement by giving Operator thirty (30) days advance written notice, to be served as hereinafter provided, upon the happening of any one of the following events:

(1) The filing by Operator of a voluntary petition for bankruptcy.

(2) The institution of proceedings in bankruptcy against Operator and adjudication of Operator as a bankrupt pursuant to said proceeding.

(3) The taking by a Court of jurisdiction of Operator's assets pursuant to proceedings brought under the provision of any federal re-organizational acts and said proceeding is not dismissed, discontinued or vacated within thirty (30) days.

(4) The appointment of a receiver of Operator's assets and the receivership shall not be set aside within thirty (30) days after such appointment.

(5) The divestiture of Operator's estate herein by operation of law.

(6) The abandonment by Operator of the Facilities, or of its business operations thereon.

(7) The conduct of any business or performance of any acts not specifically authorized herein and said business or acts do not cease within thirty (30) days of receipt of written notice by Owner to cease said business or acts.

(8) The default in the performance of any of the covenants and conditions required herein to be kept and performed by Operator and said default is not cured within thirty (30) days of receipt of written notice by Owner to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Operator of written demand from Owner to do so, Operator fails to commence and diligently execute the remedying of such default within said thirty (30) days following such written notice.

10.03 Termination For Convenience. Either party may terminate this agreement upon 90 days written notice.

10.04 Assignment, Transfer, and Subcontracting. Operator shall not, in any manner, assign, transfer, mortgage, pledge, encumber or otherwise convey an interest in this Agreement, nor contract the services permitted herein or any part thereof, without the prior written consent of Owner. Such consent can be withheld for any reason or for no reason at all. Any such attempted assignment, transfer, or subcontract without Owner approval shall be null and void. In the event Owner consents in writing as aforesaid, Operator shall have the right to the extent permitted by Owner's consent to subcontract or assign all or any portion of the permitted services, provided that any such subcontract or assignment shall be limited to only the same purposes as are permitted under this Agreement. Any such subcontract or assignment shall be subject to the same conditions, obligations and terms as set

forth herein and Operator shall be fully responsible for the observance by its subcontractors of the terms and covenants contained in this Agreement.

Notwithstanding anything herein to the contrary, in the event of an approved subcontract, Operator shall remain primarily liable to Owner for fulfilling all obligations, terms and conditions of this Agreement, throughout its entire term.

## ARTICLE XI
## ALTERATIONS OR ADDITIONS AND SIGNS

11.01 Alterations or Additions. Operator shall make no alterations or additions to the Facilities constructed thereon, without the prior written consent of the Owner.

11.02 Signs. No signs, posters, or similar devices shall be erected, displayed, or maintained by Operator in the view of the general public in, on, or about the Facilities or elsewhere on the Airport without the written approval of Owner, which consent shall not be unreasonably withheld. Any such signs not approved shall be immediately removed at the sole cost and expense of Operator, upon written notification thereof by Owner.

## ARTICLE XII
## LAWS, REGULATIONS, PERMITS,GOVERNING LAW AND VENUE

12.01 General. Operator expressly covenants, warrants, guarantees and agrees that throughout the term of this Agreement, Operator shall at all times be and shall remain in full and complete compliance with all applicable statutes, regulations, rules, rulings, orders, ordinances, or directives of any kind or nature without limitation, as same may be amended from time to time, of any and all Federal, State, Municipal or local governmental bodies now or hereafter having jurisdiction over Operator, Operator's operations conducted under this Agreement on the Facilities, and over those persons and entities performing any work or services on behalf of Operator or at Operator's actual or constructive request. Operator further covenants, warrants, guarantees, and agrees that it shall comply with all ordinances of Owner, including but not limited to the "Rules and Regulations", all operational orders issued thereunder, and any and all other laws, ordinances, regulations, rules, and orders of any governmental entity which may be applicable to Operator or in any way to Operator's business operations under this Agreement, as said laws, ordinances, regulations, rules, and orders now exist, or are hereinafter amended, promulgated, or otherwise imposed on Operator by laws. Notwithstanding any contrary provision in this Agreement, to the extent compliance with the Americans with Disabilities Act or other laws require modification(s) to the Facilities of a structural or capital nature, Owner, rather than Operator, shall be responsible for such compliance.

12.02 Permits and Licenses General. Operator expressly covenants, warrants, and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, maintaining current, and fully complying with, any and all permits,

licenses and other governmental authorizations, however designated, as may be required at any time throughout the entire term of this Agreement or any extension thereof by any Federal, State, or local governmental entity or any court of law having jurisdiction over Operator or Operator's operations and activities; however, such costs and expense shall be reimbursed in accordance with Paragraph 4.02 "Operating Expenses".

12.03 Governing Law, Venue, Interpretation. 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 Operator agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and Operator 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.

## ARTICLE XIII
## GOVERNMENTAL RESTRICTIONS

13.01 Right of Flight. Owner reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property previously described together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

13.03 Operation of Airport. Operator expressly agrees for itself, its sub-lessee, successors and assigns, to prevent any use of the Airport Facilities which would interfere with or adversely affect the operation, maintenance, or development of the Airport.

## ARTICLE XIV
## NON DISCRIMINATION

14.01 Non-discrimination. Operator for itself, its employees, agents, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685 -1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975; as amended (42 USC ss. 6101-6107) which prohibits discrimination on

the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination 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 Operator expressly understands that upon a determination by a court of competent jurisdiction that the Operator, its employees, agents, successors in interest or assigns 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.

14.02 Disadvantaged Business Enterprise/Affirmative Action. Operator acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises (DBE), and 14 CFR Part 152, Affirmative Action Employment Programs are applicable to the activities of Operator under the terms of this Agreement, unless exempted by said regulations, and hereby agrees to comply with all requirements of Owner, the Federal Aviation Administration and the U. S. Department of Transportation, in reference thereto.

## ARTICLE XV
## NOTICE

15.01 Any notice given under the provisions of this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid to:

Owner:
Mr. Don DeGraw
Director of Airports
Key West International Airport
3491 South Roosevelt Boulevard
Key West, Florida 33040

Operator:
USA Parking System, Inc.
Attn: William Bodenhamer, President
1330 SE 4th Avenue
Fort Lauderdale, Florida 33316

*And*

SP Plus Corporation
Attn: Legal Department
200 East Randolph Street, Suite 7700
Chicago, Illinois 60601

or such other respective addresses as the parties may designate to each other in writing from time to time. Notice by certified or registered mail shall be deemed given on the date that such notice is deposited in a United States Post Office.

## ARTICLE XVI
## PARAGRAPH HEADINGS

16.01 The headings of the various article and sections of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context, or intent of this Agreement or any part or parts of this Agreement.

## ARTICLE XVII
## GENERAL PROVISIONS

17.01 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 Owner and Operator 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.

17.02 Attorney's Fees and Costs. The Owner and Operator agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

17.03 Binding Effect. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the Owner and Operator and their respective legal representatives, successors, and assigns.

17.04 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.

17.05 Adjudication of Disputes or Disagreements. The Owner and Operator agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within thirty (30) days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Monroe County 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.

17.06 Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, the Owner and Operator 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. The Owner and Operator specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement. A party who requests the other's party's participation in accordance with the terms of this section shall pay all reasonable expenses incurred by the other party by reason of such participation.

17.07 Covenant of No Interest. The Owner and Operator 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.

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

17.09 Public Access. The Owner and Operator 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 Owner and Operator in conjunction with this agreement; and the Owner shall have the right to

unilaterally cancel this agreement upon violation of this provision by Operator. Nothing contained within this section waives attorney/client or attorney work product privilege.

17.10 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 Owner, 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.

17.11 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 Owner, except to the extent permitted by the Florida Constitution, State Statute, and case law.

17.12 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 Owner and Operator agree that neither the Owner nor Operator 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.

17.13 Attestations. Operator agrees to execute such documents as the Owner may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

17.14 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 Owner in his or her individual capacity, and no member, officer, agent or employee of Owner shall be liable personally on this agreement or be subject to any personal liability or accountability by reason of the execution of this agreement.

17.15 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.

17.16 Section Heading. 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.

17.17. Rights Reserved. Rights not specifically granted to Operator by this Agreement are reserved to the Owner.

17.18 Mutual Review. This agreement has been carefully reviewed by Operator and the Owner, therefore this agreement is not to be construed against either party on the basis of authorship.

## ARTICLE XVIII
## ENTIRETY OF AGREEMENT

18.01 The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understanding other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

**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 Heather Carruthers**

**USA PARKING SYSTEM, INC.**

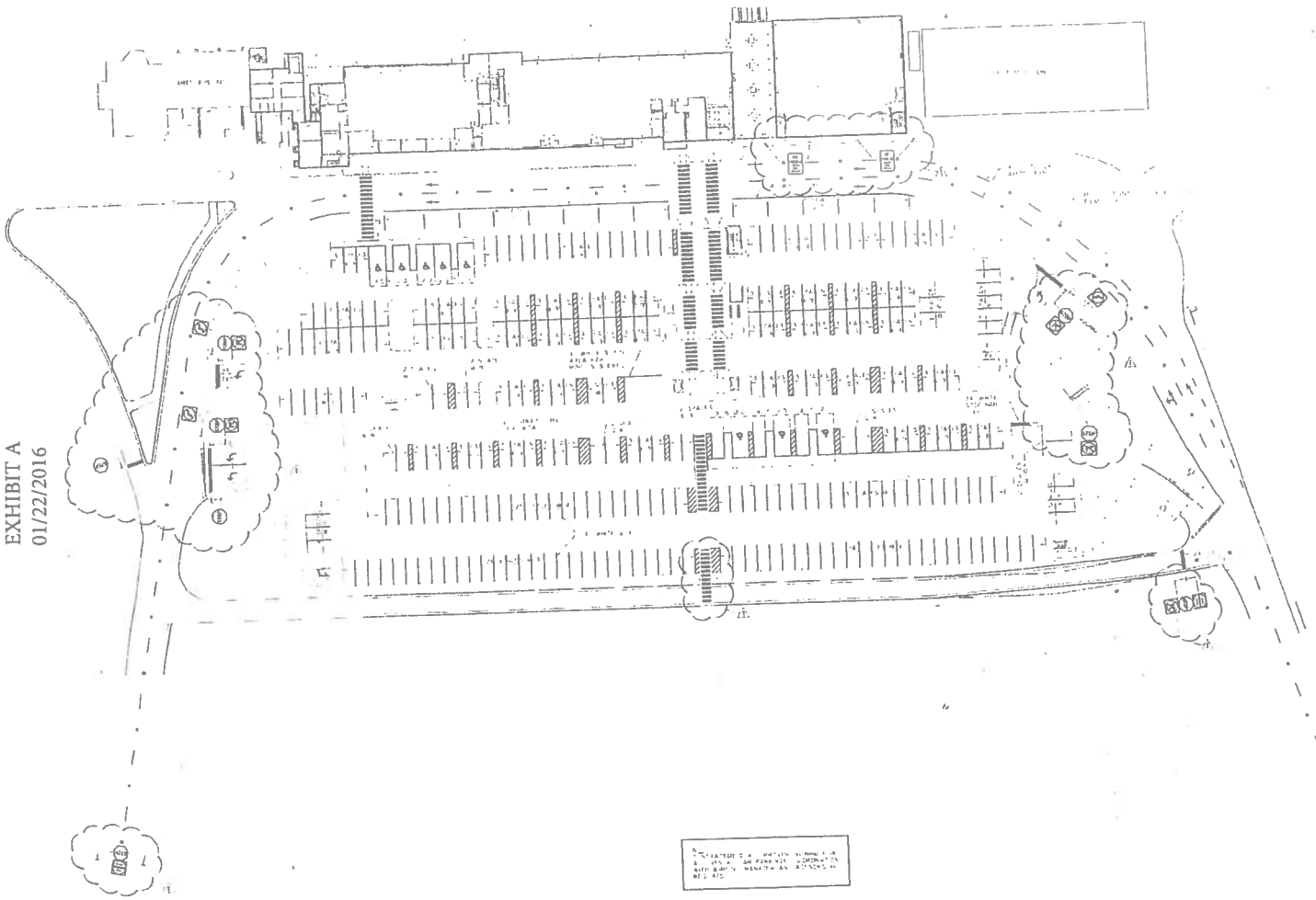
Michael Sears
Michael Sears
**Witnesses**

**By:** William H Bodine Jr
1-25-16 **President** President
**Title**

**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
01/22/2016



1/22/2016

**EXHIBIT "B"**
**BONUS EVALUATION**

Score each category from 0-10 (10 being the highest score). Add all scores to achieve total percentage attained. Multiply percentage attained by total amount of bonuses available to determine actual bonus earned.

**1. CUSTOMER SERVICE** ☐

a. Responsiveness to customer concerns and/or complaints _____
b. Customer assistance _____
c. Customer waiting - is the time reasonable _____

**2. EMPLOYEE** ☐

a. Employee neat and in uniform _____
b. Employee capable and properly trained _____

**3. OVERALL APPEARANCE OF FACILITY** ☐

a. Facility Clean _____
b. Timely notification to Airport of needed repairs _____

**4. ACCOUNTING** ☐

a. Bank deposits on time _____
b. Reports accurate and on time _____

**5. TICKET CONTACT** ☐

a. Unaccounted tickets at reasonable levels _____
b. Unusual variances fully explained _____

**6. BUDGET** ☐

a. Submitted on time _____
b. Various expenditures vs. budget acceptable _____

**7. LOCAL MANAGEMENT** ☐

a. Staffing at proper levels _____
b. Overtime reasonable _____

**8. HOME OFFICE SUPPORT**

a. Recommendations concerning rates, charges in services, improvements ☐

**9. RESPONSIVENESS TO AIRPORTS REQUESTS AND SPECIAL EVENTS** ☐

**10. OVERALL PERCEPTION OF PARKING OPERATIONS** ☐

**TOTAL POINTS EARNED** 0

**POINTS EARNED** 0 /100 = 0% **GROSS REVENUE = BONUS**

* 11:00 A.M. TIME APPROXIMATE *

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016
Bulk Item: Yes ___ No XX

Division: Airports
Staff Contact Person: Don DeGraw

**AGENDA ITEM WORDING:** Announcement to accept public comment on the County's application for Passenger Facility Charge Application #16 funding at Key West International Airport and the Florida Keys Marathon International Airport.

**ITEM BACKGROUND: Monroe County (the County) is now accepting public comment as part of the passenger facility charge (PFC) application process under 14 CFR § 158.24 for Key West International Airport (EYW) and Florida Keys Marathon Airport (MTH). The County intends to file PFC Application No. 16-16-C-00-EYW to impose and use PFCs to fund, in part, the following projects:**

1. **EYW Phase 1 Noise Insulation Program (NIP) Planning and Eligibility Testing**
2. **EYW Baggage Handling System Upgrades**
3. **EYW Airfield Security Improvements**
4. **EYW Runway Departure Enhancements**
5. **MTH Obstruction Removal RPZ RW 25 Design and Construction**
6. **MTH Runway Threshold Light Relocation**
7. **MTH Miscellaneous Planning Studies**
8. **PFC Administrative Costs**

**Additional information about this PFC application and the projects (including project description, costs, funding sources, timing and justification) may be found on the Key West International Airport's website:**

**http://eyw.com/page/airport-public-notices.**

**Comments from the public will be accepted for 30 days as described on the website.**

**PREVIOUS RELEVANT BOCC ACTION:** None

**CONTRACT/AGREEMENT CHANGES:** NA

**STAFF RECOMMENDATIONS: Approval.**

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

**COST TO COUNTY:** N/A **SOURCE OF FUNDS:** N/A

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

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

**DOCUMENTATION:** Included ___ Not Required ___

**DISPOSITION:** ___ **AGENDA ITEM #** ___

***February 10, 2016***

Monroe County (the County) is posting this public notice as part of the passenger facility charge (PFC) application process under 14 CFR § 158.24 for Key West International Airport (EYW) and Florida Keys Marathon Airport (MTH). The County intends to file PFC Application No. 16-16-C-00-EYW to impose and use PFCs to fund, in part, the following projects:

1. EYW Phase 1 Noise Insulation Program (NIP) Planning and Eligibility Testing
2. EYW Baggage Handling System Upgrades
3. EYW Airfield Security Improvements
4. EYW Runway Departure Enhancements
5. MTH Obstruction Removal RPZ RW 25 Design and Construction
6. MTH Runway Threshold Light Relocation
7. MTH Miscellaneous Planning Studies
8. PFC Administrative Costs

Additional information about this PFC application and the projects (including project description, costs, funding sources, timing and justification) may be found on the Key West International Airport's website: http://eyw.com/page/airport-public-notices

Comments from the public will be accepted for 30 days as described on the website.

***February 10, 2016***

***Monroe County***
***Notice for Public Comment***
***Intention to Impose and Use a Passenger Facility Charge***
***at Key West International Airport and Florida Keys Marathon Airport***

Monroe County (the County) is posting this public notice as part of the passenger facility charge (PFC) application process under 14 CFR § 158.24 for Key West International Airport (EYW) and Florida Keys Marathon Airport (MTH). As part of this process, the County is providing the following information regarding proposed PFC Application No. 16-16-C-00-EYW:

**Projects for which the County is Seeking Authority to Impose and Use a PFC**

**1. EYW Phase 1 Noise Insulation Program (NIP) Planning and Eligibility Noise Testing**

*Project Start Date:* October 2015
*Project End Date:* December 2016

*Funding:*

| | |
|---|---|
| Approved AIP | $525,835 |
| Anticipated AIP Entitlement | $0 |
| Anticipated AIP Discretionary | $0 |
| FDOT Funds | $0 |
| PFC | $58,426 |
| Total Project Cost | $584,261 |

*Project Description:* This project will include (1) development of a NIP Implementation Plan (including the Proposed Testing Protocol), and (2) conducting the Initial Testing Phase. Both of these steps will be completed pursuant to FAA Order 5100.38D, Airport Improvement Program Handbook, Appendix R for EYW.

Pursuant to Appendix R, the Initial Testing Phase includes:

- Conducting a windshield survey to catalog the types of residences in the Program Areas, noting similarities and differences in the age, construction type, size, number of levels, and types of housing (single family or multi-family),
- Characterizing the diversity of the residences in the Program Areas and developing a property classification protocol,
- Selecting a representative sample of each type of similarly-constructed residences for testing,
- Performing pre-testing of the representative sample of residences,
- Developing standard design packages designed to reduce the interior noise level in the residence for each type of construction identified in the property classification protocol,

- Installing sound insulation packages in the representative sample of residences,
- Performing post-testing of the representative sample of residences,
- Potentially adjusting the standard design packages to achieve required results, and
- Documenting the results in a report to be submitted to the FAA ADO for review and approval.

*Project Justification:* The justification for this project is that certain homes are currently experiencing noise levels in excess of acceptable day-night noise levels (DNL) and mitigation is necessary to reduce interior noise levels, generated by exterior aircraft operations, in habitable rooms and classroom areas for eligible structures located within the 2013 Existing Condition Noise Exposure Map for EYW, in accordance with FAA-approved Noise Compatibility Program, and pursuant to AIP Handbook Appendix R.

In August 2014, EYW submitted a proposed Noise Compatibility Program (NCP) to the FAA for review and approval. The FAA issued their Record of Approval (ROA) on March 11, 2015. NCP Recommended Measure LU-1 is to provide noise insulation for noncompatible structures in exchange for avigation easements, and Recommended Measure LU-2 is to offer to purchase avigation easements from property owners that do not wish to participate or are identified as ineligible to participate in the Noise Insulation Program (NIP).

*Project Objective:* The objective of this project is to mitigate noise impacts. By implementing this project, the County will install sound insulation in homes that currently are experiencing noise levels in excess of acceptable DNL levels resulting from aircraft operations at EYW.

**2. EYW Baggage Handling System Upgrades**

*Project Start Date:* June 2016
*Project End Date:* October 2017

*Funding:*

| | |
|---|---|
| Approved AIP | $0 |
| Anticipated AIP Entitlement | $0 |
| Anticipated AIP Discretionary | $0 |
| FDOT Funds | $0 |
| PFC | $450,000 |
| Total Project Cost | $450,000 |

*Project Description:* This project will reconfigure the current conveyors of the baggage handling system (BHS) at EYW to increase the pre-Explosive Detection System (EDS) storage capacity and to fully automate the BHS.

*Project Justification:* The current BHS is experiencing severe back up at the ticket counters due to several factors and limitations associated with the BHS. As a result of this back up, baggage is being stock-piled behind the ticket counters, creating a safety issue for airline ticket agents and airport staff.

The primary issues with the current BHS are as follows:

- The existing BHS is not fully automated, requiring the Transportation Security Officer (TSO) to perform-manual-processing of baggage screening
- The BHS ticket counter belt merge is prioritized based on the timing of the ticket counter belt initiation (operation), versus the baggage volume/processing rates of the passengers checking baggage of each ticket counter induction belt
- The BHS pre-screening baggage-storage-capacity (conveyor queues) is insufficient for the number of passengers using the airport at peak time frames, because the current system is non-automated
- The passenger growth and number of airlines has significantly increased since the BHS was initially installed, and the current volume of baggage has exceeded the current system capacity, therefore creating safety & security issues and back up at the ticket counters
- A baggage hygiene (handling) policy is not being fully utilized, thus requiring manual alignment of bags at the EDS entrance tunnel

*Project Objective:* The objective of this project is to enhance safety, security, and capacity through the following:

- Meeting EYW's, Airline's, and Transportation Security Administration's (TSA) design objective goals and operational needs
- Alleviating the baggage back up, security and safety issues at the ticket counters
- Providing a fully automated BHS-system that will increase baggage screening through-put, and that will reduce operating costs through efficient design/system layout and configuration
- Providing increased pre-screening baggage storage capacity
- Programming the new BHS merging conveyors to operate more efficiently

### 3. EYW Airfield Security Improvements

*Project Start Date:* November 2015
*Project End Date:* November 2017

*Funding:*

| | |
|---|---|
| Approved AIP | $0 |
| Anticipated AIP Entitlement | $0 |
| Anticipated AIP Discretionary | $0 |
| FDOT Funds | $277,740 |
| PFC | $627,740 |
| Total Project Cost | $905,480 |

*Project Description:* This project will include the following at EYW:

- Increasing the height of the security perimeter fence to a total height of ten feet
- Upgrade the existing "L" shape barb wire to the "Y" shape configuration
- Perform upgrades to the access control and CCTV systems to allow for automatic notifications and surveillance during alarm events
- Upgrades to associated communication networks and integration and installation of an automated emergency alert system.

*Project Justification:* The County has recently experienced a number of security related incidents at EYW. TSA along with tenants and airlines had initiated investigations into these occurrences and they are urging the airport to take immediate actions.

*Project Objective:* The objective of this project is to enhance safety and security. The noted improvements will help mitigate security incidents from occurring in the future. These improvements will also increase the response time of the surveillance system along with airport management, operations, and security/safety personnel to react to emergency and alarm events, which results in improved safety and security of the airfield.

**4. EYW Runway Departure Enhancements**

*Project Start Date:* July 2016
*Project End Date:* May 2017

*Funding:*

| | |
|---|---|
| Approved AIP | $0 |
| Anticipated AIP Entitlement | $0 |
| Anticipated AIP Discretionary | $0 |
| FDOT Funds | $0 |
| PFC | $750,000 |
| Total Project Cost | $750,000 |

*Project Description:* This project will increase the Runway 9-27 departure length by approximately 270 feet at EYW. Increasing the departure length of Runway 9-27 will be accomplished by claiming the existing overrun pavement between the current Runway 9-27 threshold and the start of the Engineered Material Arresting System (EMAS). The EMAS is currently setback 306 feet from the Runway 9-27 threshold. A total of 270 feet can be re-classified to runway pavement, while maintaining a minimum of 35 feet setback for the EMAS. This will increase the runway departure length from 4,801 feet to approximately 5,070 feet. The runway departure enhancements will include runway markings, runway edge light modifications, and runway pavement modifications.

*Project Justification:* Runway 9-27 has seen a significant increase in larger aircraft operations. Since 2009, EYW has seen an increase in B37 departures from 486 to an estimated forecast of over 1,200 departures in 2015, which represents an increase of more than 240%. Providing additional runway departure length will accommodate larger aircraft departing from Runway 9-27.

*Project Objective:* The objective of this project is to enhance safety. Providing additional runway departure length will provide additional margin of safety for aircraft departing Runway 9-27.

**5. MTH Obstruction Removal RPZ/RW 25 Design and Construction**

*Project Start Date:* October 2016
*Project End Date:* October 2017

*Funding:*

| | |
|---|---|
| Approved AIP | $0 |
| Anticipated AIP Entitlement | $112,500 |
| Anticipated AIP Discretionary | $0 |
| FDOT Funds | $0 |
| PFC | $12,500 |
| Total Project Cost | $125,000 |

*Project Description:* The project consists of the demolition of existing shade hangars (including design) located within the Runway Protection Zone (RPZ) of Runway 25 at MTH.

*Project Justification:* The existing shade hangars within the Runway 25 RPZ have been designated as obstruction by the FAA. The demolition of the hangars will result in compliance with current FAA requirements for the RPZ.

*Project Objective:* The objective of this project is to enhance safety. Demolition of the shade hangers will increase safety by removing obstructions.

**6. MTH Runway Threshold Light Relocation**

*Project Start Date:* July 2015
*Project End Date:* August 2015

*Funding:*

| | |
|---|---|
| Approved AIP | $44,256 |
| Anticipated AIP Entitlement | $0 |
| Anticipated AIP Discretionary | $0 |
| FDOT Funds | $0 |
| PFC | $4,917 |
| Total Project Cost | $49,173 |

*Project Description:* The project consists of the relocation of the existing elevated base mounted Runway 7-25 threshold lights at MTH from the current outboard location to the inboard location. The existing threshold lights at MTH are located outboard of the runway pavement. The current FAA standard is for runway threshold lights to be located inboard of the runway pavement. There are total of eight threshold lights per runway end, for a total of 16. New base cans, conduit, and cable will be installed at each runway end and the existing elevated threshold lights will be relocated and energized to their new location.

*Project Justification:* The project will relocate the existing threshold lights inboard in accordance with FAA standards.

*Project Objective:* This project will preserve safety by relocating the existing threshold lights inboard in accordance with FAA standards.

**7. MTH Miscellaneous Planning Studies**

*Project Start Date:* November 2015
*Project End Date:* November 2016

*Funding:*

| | |
|---|---|
| Approved AIP | $234,447 |
| Anticipated AIP Entitlement | $0 |
| Anticipated AIP Discretionary | $0 |
| FDOT Funds | $0 |
| PFC | $26,050 |
| Total Project Cost | $260,497 |

*Project Description:* This project includes a study that will evaluate the practicability of shifting the runway at MTH to the northwest, relocating parallel Taxiway "A" to the southeast, or a combination thereof, and provide a qualitative and, where possible, a quantitate annotation of impacts and actions needed for implementation associated with each alternative.

Specifically, the study will focus on 1) the identification of existing non-FAA standard airfield geometric or separation deficiencies, 2) the development of runway/taxiway alternatives in compliance with FAA design standards, 3) the evaluation and comparison of the alternatives including the development of cost estimates and the identification of potential areas of environmental concern, and 4) the update of the Airport Layout Plan (ALP) to reflect the preferred development alternative.

Once a preferred airfield improvement option has been identified for MTH, the existing ALP drawing set would be updated for review and approval by the FAA.

*Project Justification:* The FAA recommends a standard separation distance of 240 feet between a runway and associated parallel taxiway for airports with a B-II Airport Reference Code (ARC) designation. However, the current separation at MTH is 200 feet. The Draft Environmental

Assessment (EA) that was initiated in 2009 recommended the shifting of the runway to the northwest as the proposed action to bring the runway and parallel taxiway into compliance with FAA standards. Because the EA was initiated more than five years ago and the FAA airport design standards have recently been updated, the County needs to investigate a range of reasonable alternatives to solve the existing runway to taxiway separation distance deficiency.

*Project Objective:* This project will preserve safety and capacity by investigating a range of reasonable alternatives to solve the existing runway to taxiway separation distance deficiency.

**8. PFC Administrative Costs**

*Project Start Date:* February 2015
*Project End Date:* December 2016

*Funding:*

| | |
|---|---|
| Approved AIP | $0 |
| Anticipated AIP Entitlement | $0 |
| Anticipated AIP Discretionary | $0 |
| FDOT Funds | $0 |
| PFC | $28,000 |
| Total Project Cost | $28,000 |

*Project Description:* Includes professional fees for services rendered from the County's consultant in developing, implementing, and coordinating the PFC program at EYW and MTH.

*Project Justification:* The justification for this project (PFC Administrative Costs) is the same as the justification for other projects in PFC Application #16-16-C-00-EYW. This project is eligible in accordance with 14 CFR § 158.3, "allowable costs" as explained in that section's preamble.

*Project Objective:* This project will result in Airport development that will (1) preserve and enhance safety, security, and capacity and (2) mitigate noise at EYW and MTH.

**Class of Carriers Excluded From Collecting a PFC**

The County plans to continue to exclude PFC collection from Air Taxi/Commercial Operators (ATCO) filing FAA Form 1800-31. The most recent official enplanement figures, for the year-end December 31, 2014, indicate that these carriers enplaned 29 passengers.

The known carriers in this class and their enplanement levels consist of the following:

**ATCO CARRIERS FILING FAA FORM 1800-31**

| | |
|---|---|
| Aero Jet Services LLC | 6 |
| Averitt Air, Inc. | 4 |
| Flexjet LLC | 18 |
| Meridian Air Group, Inc. | 1 |
| ATCO Total | 29 |
| Airport Total | 383,776 |
| Percentage of Total | 0.075% |

SOURCE: U.S. DOT ACAIS database, October 7, 2015.
PREPARED BY: Ricondo & Associates, Inc., October 2015.

As shown above, the number of passengers enplaned annually by this class of carriers represents an amount less than one percent of the total enplaned passengers at EYW. In accordance with 14 CFR § 158.25, this class of air carriers may be requested to be exempted based on their enplanement levels and cost to EYW to collect PFCs from this class of air carriers.

**PFC Level**

A four dollar and fifty cents charge ($4.50) on passengers enplaned at EYW.

**Charge Effective Date**

Based on projections of enplanements and anticipated charge expiration date of PFC Application No. 15-15-C-00-EYW, charge effective date is estimated to be July 1, 2019.

**Estimated Charge Expiration Date**

Collection of $1,957,633 of PFC revenues is estimated to take approximately 18 months based on current collection levels and therefore, the charge expiration date is estimated to be January 1, 2021 (or until collected PFC revenue plus interest thereon equals the allowable costs of the approved projects, as permitted by regulation).

**Estimated Total PFC Impose Revenue**
$1,957,633

**County Point of Contact**

As required under 14 CFR § 158.24, the County will be accepting public comments on the proposed PFC Application No. 16-16-C-00-EYW up to thirty (30) days after the date of posting this public notice on our Internet Web site. Any comments should be sent to:

Donald P. DeGraw
Director of Airports
Key West International Airport
3491 South Roosevelt Blvd.
Key West, FL 33040
DeGraw-Donald@MonroeCounty-FL.Gov
Phone: (305) 809-5210

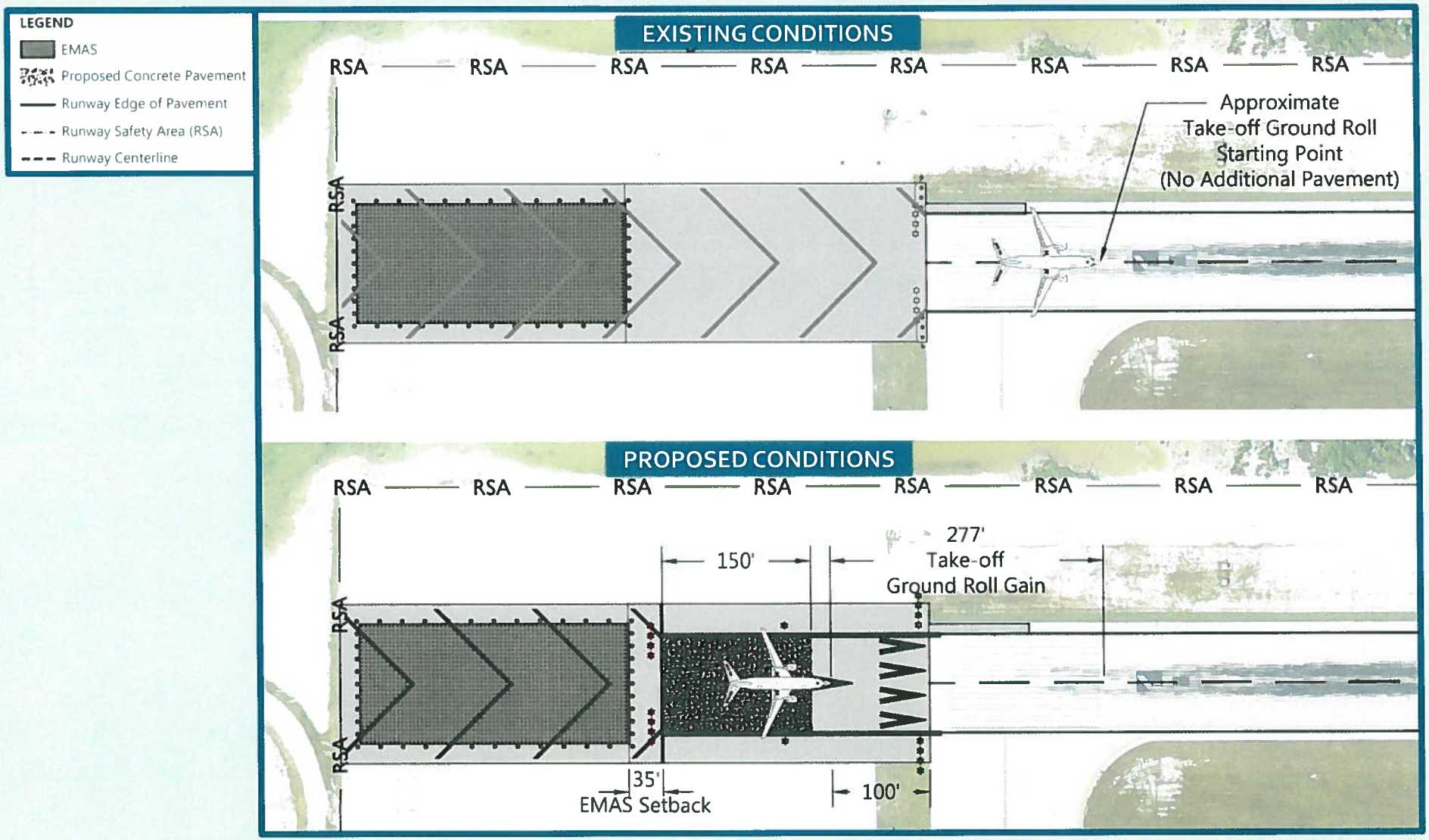
# Passenger Facility Charge No. 16

- $4.50 per enplaned passenger ($1.3 million per year)
- 8 Projects requested
- $1,957,633 total
- The public can review the projects and provide comments at the Key West International Airports website: http://eyw.com/page/airport-public-notices

# Project requested

- Noise Insulation Program - $58 K
- Baggage Handling System upgrade - $450 K
- Security Improvements - $628 K
- Runway Departure Enhancements - $750 K
- Marathon Airport
  - Obstruction removal (shade hangars) - $12 K
  - Threshold Light Relocation - $5 K
  - Misc. Planning Studies - $26 K

# Runway Departure Enhancements



# Additional Runway Departure Length

- Anticipated Approval Process (Per FAA ADO)
  - Establish New Declared Distances
  - Define Project Costs
  - Update Existing Airport Layout Plan (ALP) Drawing Set
    - Submit Draft ALP Drawing Set to the FAA Orlando ADO
    - Submit Updated ALP Drawing Set through the OE/AAA website for distribution to FAA Flight Technologies & Procedures Division and other FAA departments
  - Update Noise Contours
  - Prepare Categorical Exclusion (CATEX) Form
  - Design, Bid, & Construct

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: Employee Services

Bulk Item: Yes X No _ Staff Contact /Phone #: Maria Gonzalez, Ext. 4448

**AGENDA ITEM WORDING:** Approval of amendment to the Subscription Agreement with Worxtime LLC covering calendar year 2015, in order to engage Worxtime LLC to direct mail IRS forms 1095-C (required by IRS Sections 6055 and 6066 to confirm health insurance coverage) for all employees and retirees.

**ITEM BACKGROUND:** PPACA requires employers to send IRS form 1095-C to all employees and retirees beginning with reporting year (calendar year) 2015. The 1095-C will contain information about the cost, broken out by month, of employee only coverage for reporting of affordability and minimum value. The form will also show the months during 2015 that each person was covered by health insurance. The deadline for mailing these forms is March 31, 2016. In July 2015, Monroe County contracted with Worxtime LLC to pull data and prepare the forms for all BOCC, Tax Collector, Clerk of Courts, Property Appraiser, Supervisor of Elections and Land Authority employees for 2015. Worxtime has worked with the County and Constitutional Officers to obtain the data for the 2015 forms. This has been a new and difficult process. Given this is a federal requirement, we are seeking approval by the BOCC to amend the 2015 Subscription Agreement to have Worxtime LLC direct mail each 1095-C. Further, the County has not transitioned the Employee Services Department into a computerized Information System for human resources, benefits or other programs. We are currently evaluating utilizing the Pentamation system, which is linked with the County's Clerk's office for this solution. Given this issue, we are also requesting Worxtime LLC perform IRS form 1095-C development for 2016 as well.

**PREVIOUS RELEVANT BOCC ACTION:** Original Subscription Agreement for calendar year 2015 approved at the July 15, 2015 BOCC meeting.

**CONTRACT/AGREEMENT CHANGES:** The Amendment to the 2015 Subscription Agreement adds the feature of having Worxtime LLC mail the employee's copy of the IRS forms to the employees and retirees, at the cost of $3.00 per mailed form.

**STAFF RECOMMENDATIONS:** Approval

**TOTAL COST:** $19,320 **INDIRECT COST:** _____ **BUDGETED:** Yes X No ____
(original cost of 2015 contract: $15,720
Incremental mailing cost for 2015 added by this amendment: $3600)
**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

Internal Service Fund
**COST TO COUNTY:** $19,320 **SOURCE OF FUNDS:** Primarily Ad Valorem
**REVENUE PRODUCING:** Yes ____ No X **AMOUNT PER MONTH**____ **Year** ____

**APPROVED BY:** County Attorney CH OMB/Purchasing ____ Risk Management MJ

**DOCUMENTATION:** Included ____ Not Required____

**DISPOSITION:**_____ **AGENDA ITEM #**_____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Worxtime LLC

Effective Date: January 1, 2015

Expiration Date: December 31, 2015

Contract Purpose/Description:

Approval for Amendment with Worxtime LLC for the direct mailing of the 1095-C Forms to employees and retirees for the 2015 calendar year.

Contract Manager: Maria Gonzalez (Name) | 4448 (Ext.) | Employee Services/Stop #1 (Department/Stop #)

for BOCC meeting on February 10, 2016

Agenda Deadline: January 26, 2016

## CONTRACT COSTS

Total Dollar Value of Contract: $ 19,320.00 Current Year Portion: $ 18,045.00

Budgeted? Yes ☒ No ☐ Account Codes: -502-08002-530310-_____

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

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

_____-_____-_____-_____-_____

## ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

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

## CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|---|---|---|---|---|
| Department Head | 1/22/16 | Yes ☐ No ☑ | | 1/26/16. |
| Risk Management | 1-25-16 | Yes ☐ No ☑ | | 1-26-16 |
| O.M.B./Purchasing | 1/26/16 | Yes ☐ No ☑ | | 1/26/16 |
| County Attorney | 1-25-2016 | Yes ☐ No ☒ | Cynthia F. Hall | 1-25-2016 |

Comments: _____

**AMENDMENT TO**
**SERVICE AGREEMENT**

THIS AMENDMENT TO THE SERVICE AGREEMENT ("Amendment") is entered into as of this 31st day of December, 2015, by and between WORXTIME LLC, a Georgia limited liability company ("Worxtime") and **Monroe County Board of County Comissioners** ("You," "Your" or "Customer"). Any defined terms used herein that are not specifically defined herein shall have the same meaning as set forth in the Agreement.

WHEREAS, Worxtime and Customer entered into that certain Service Agreement, dated 29th of July, 2015 ("Agreement"), with respect to the Worxtime program and certain services; and

WHEREAS, Worxtime and Customer agree to amend the Agreement as more particularly set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, Worxtime and Customer hereby agree as follows:

1. **Mailing of Forms 1095C. Worxtime agrees to mail 1095C forms to all benefit eligible employees for calendar year 2015 and employees that have been offered coverage during calendar year 2015. The determination as which employees are to be mailed 1095C forms and to what address such forms will be mailed shall be based on the data provided by You;**
2. **Monroe County Board of County Comissioners agrees to pay $3.00 per mailed 1095C form to Worxtime, LLC for this service;**
3. **The Quantity is to be deteremined and will be deteremined after confirmation of Eligible Employees.**
4. **Except as expressly amended hereby, all the remaining provisions of the Subscription Agreement shall remain in full force and effect.**

The parties hereby agree and consent to the terms and conditions of these Amendments to the stated Subscription Agreement and acknowledge such by executing the Amendments below.

| | | | |
|---|---|---|---|
| **Executed by Customer:** | **Monroe County Board of County Comissioners** | **Accepted By:** | Worxtime LLC |
| **Signature:** | | **Signature:** | Tearle D. Bagwell |
| **Printed Name:** | | **Printed Name:** | Tearle D. Bagwell |
| **Title:** | | **Title:** | Managing Partner |
| **Date Signed:** | | **Date Signed:** | 01/04/16 |
| **Address:** | 1100 Simonton Street<br>Room 268<br>Key West, FL 33040 | **Address:** | 7500 S. Memorial Pkwy<br>Suite 211<br>Huntsville, AL 35802 |

**Approved by:** _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 1-25-2016

Current Agreement

# SUBSCRIPTION AGREEMENT

**THIS SUBSCRIPTION AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN WORXTIME LLC, 7500 S. MEMORIAL PARKWAY, SUITE 211, HUNTSVILLE, AL 35802 ("WORXTIME") AND MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "You" or "Your"). THIS AGREEMENT SUPERSEDES ANY "CLICK-THROUGH" TERMS EMBEDDED IN THE PROGRAM. CAPITALIZED TERMS ARE DEFINED IN THE DEFINITIONS SECTION OF THIS AGREEMENT AND ARE APPLICABLE TO THIS AGREEMENT AND ANY ATTACHMENTS, AMENDMENTS OR EXHIBITS, UNLESS INDICATED OTHERWISE.**

**1.0 GRANT OF RIGHTS; COPYRIGHT NOTICES**

1.1 Worxtime hereby permits You to use the Program and the services provided by the Program in accordance with the terms, conditions and limitations of this Agreement during the Term or Terms, as defined herein. Any use of the Program inconsistent with the terms, conditions and limitations of this Agreement is prohibited. Your permission to use the Program and rights to services related to the Program is subject to Your payment in full of all fees set forth in the herein attached Worxtime Software Subscription (the "Order") and Your compliance with all other terms and conditions of this Agreement. The right to use the Program and the right to services related to the Program granted to You by Worxtime is a limited, personal, non-exclusive, non-transferable and non-assignable (except as this Agreement otherwise provides) right as set forth in this Agreement.

1.2 Subject to the restrictions set forth below, You may use the Program and Documentation for Your internal operations only and permit only Authorized Users to access and use the Program in accordance with this Agreement.

1.3 Copyright notices and any other proprietary legends on the original copy of the Program and on printed material related to the Program must be reproduced on any copies of the Program or printed material unless an independent private label agreement is executed as represented by a separate and distinct written agreement. You may not transfer any of Your rights to any party, whatsoever, without the written consent of Worxtime.

1.4 Use of some third-party materials included in the Program may be subject to other terms and conditions typically found in a separate software agreement or a "Read Me" file located in or near such materials.

**2.0 RESTRICTIONS**

2.1 By accepting the rights granted by Worxtime, You agree that You will not, without the prior written consent of Worxtime; (a) sell, license, sublicense, grant rights to, distribute, lease or otherwise transfer or allow the transfer of the Program, or any backup copy, to third parties; (b) use the Program in any manner inconsistent with the rights granted herein; (c) use the Program in any manner for the purpose of monitoring or evaluating a greater number of employees than such number of employees anticipated by the Agreement; (d) modify or create derivative works of the Program or Documentation or separate the Program's component parts unless used in creating desktop procedure manuals or similar documents for use by Your employees to assist in internal training or day to day operations of Program; or (e) unless specifically permitted under applicable law without the possibility of contractual waiver, attempt to decompile, disassemble or reverse engineer the Program, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Program or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Program, including without limitation any such mechanism used to restrict or control the functionality of the Program.

2.2 You may not transfer the Documentation, the Program or any rights granted hereunder prior to receiving written authorization from Worxtime, such authorization shall not be unreasonably withheld. Any such authorized transfer must include the Program and Documentation, all backup copies, all Updates or Upgrades, if applicable, and a copy of this Agreement. You agree to send written Notice of the completion of any authorized transfer to Worxtime within fifteen (15) business days after the completion of the transfer.

2.3 THERE MAY BE TECHNOLOGICAL MEASURES IN THE PROGRAM THAT ARE DESIGNED TO PREVENT UNAUTHORIZED USE OF THE PROGRAM. You understand that You may need to activate or reactivate the Program from time to time to continue use of the Program.

2.4 If the Program accesses an Internet-based service associated with the Program, You agree that You will not use the Program in any manner that could damage, disable, overburden, or impair such service or interfere with any other party's use and enjoyment of such.

**3.0 TAXES**

If any authority imposes a duty, tax, levy or fee (excluding those based on Worxtime's net income), upon the

Program, then You agree to pay the amount specified. You are responsible for any personal property taxes for the Program from the date it is delivered.

**4.0 TERM OF AGREEMENT**
This Agreement will continue for a period of one (1) year from the Effective Date ("Initial Term"). At the end of the Initial Term this Agreement will renew automatically for additional periods ("Renewal Terms") of ninety (90) days each until either party gives written Notice of their intent not to renew the Agreement upon the expiration of the then effective Term. Such Notice must be given not less than thirty (30) days before the end of the Initial Term or any Renewal Term.

**5.0 FEES, ANNUAL AUDIT AND PRO RATION OF FEES**
5.1 All fees are due and payable for the Initial Term as of the Effective Date. All fees are due and payable for any Renewal Term as of the first day of such Renewal Term. Your initial payment of PEPM fees for the Initial Term shall be computed based on the estimated number of employees to be monitored, as indicated in the Order. The initial PEPM fee payment for any Renewal Term shall be the prior Term's actual (or intended in the event an actual number has not been determined) number of employees monitored. All PEPM fees shall be based upon the actual number of employees monitored by the Program.

5.2 To obtain an accurate analysis certain calculations may require the input of employee data covering periods of time prior to the Effective Date. In such event Your initial payment of PEPM fees for the Initial Term shall include an additional payment for PEPM fees relative to these historical months.

5.3 An audit shall be performed by Worxtime, subject to Your review, at the end of each Term to determine the actual number of employees monitored during such Term. In the event the actual number of employees monitored is greater or less than the number of employees intended to be monitored a credit or debit will be calculated and applied to Your account based on the actual number of employees monitored.

5.4 Any and all annual fees that are applicable to a Term that is less than one (1) year shall be prorated.

**6.0 TERMINATION OF AGREEMENT; DATA**
6.1 If either party materially breaches any provision of this Agreement, the other party may terminate this Agreement with thirty (30) days written Notice, provided, however that the party in breach shall have thirty (30) days from receipt of Notice of breach to cure the breach ("Cure Period"). In the event the breaching party fails to cure the breach during the Cure Period, the Agreement shall be deemed to have been terminated as of the date of Notice of breach. Upon termination of this Agreement, You, at Your option, will either (1) destroy all copies of the Program, including any backup copies and the originals and any copies of the Documentation and certify such destruction in writing to Worxtime, or (2) return them to Worxtime. This obligation shall survive the termination of this Agreement.

6.2 All data collected by Worxtime shall remain Your confidential property at all times. Upon termination of the Agreement and receipt of Your written request the data collected shall (i) be returned to You via secure FTP in electronic form (i.e. Excel, PDF) within ten (10) days of receipt of Your request, or (ii) remain on Worxtime's servers available for access and download by You for a period of one (1) year, at no cost to You.

**7.0 COPYRIGHT AND PROPRIETARY INFORMATION**
7.1 Worxtime reserves all of the rights with respect to the Program, Documentation and any copies under all applicable national and international laws and treaties for the protection of Intellectual Property Rights, including, but not limited to, trade secrets, copyrights, trademarks and patents.

7.2 Except as otherwise provided in this Agreement, You shall not cause or permit unauthorized copying, reproduction or disclosure of any portion of the Program or Documentation, or the delivery or distribution of any part thereof to any third party, for any purpose, without the prior written permission of Worxtime. This restriction shall continue beyond the termination of this Agreement. In the event You become aware of any unauthorized use, copying, reproduction or disclosure of the Program or Documentation, You shall notify Worxtime, in writing, immediately.

**8.0 EXPORT**
You will not ship, transfer or export the Program or Documentation to any country, nor will You use the Program in any manner prohibited by the United States Export Administration Act or any other export laws national or international, restrictions or regulations that apply to the Program. You agree to indemnify and hold Worxtime harmless for any violation of this provision.

**9.0 U.S. GOVERNMENT RIGHTS**

The Program and Documentation are "Commercial Items" as that term is defined at 48 CFR 2.101 consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as such terms are used in 48 CFR 12.212 or 48 CFR 227.7202, as applicable. The Program and Documentation are licensed to U.S. Government end users (a) only as Commercial Items and (b) only with those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

**10.0 LIMITED WARRANTY; DISCLAIMER**

10.1 Worxtime warrants that it has sufficient rights to grant You the rights to use the Program and benefit from the services provided by the Program pursuant to this Agreement. Worxtime further warrants that the Program will operate substantially in accordance with its written specifications and that all services provided by Worxtime including the operation of the Program shall be provided in a professional and timely manner in accordance with accepted industry standards. Worxtime warrants that the Program and service provided by Worxtime will perform in substantial accordance with and conform to the descriptions and specifications described herein. No warranty is made that the Program will run uninterrupted or error-free. To the extent You or an agent of Yours supplies data or inputs data, You are solely responsible for the accuracy of all such data. Notwithstanding any other terms or conditions contained herein, Worxtime expressly disclaims any and all liability and You agree to indemnify and hold harmless Worxtime from any and all liability resulting from inadequate data, inaccurate data, incomplete data or improper data supplied or input by You or an agent of Yours.

10.2 The Program is intended to benefit You by assisting with the administration requirements of ACA. ACA continues to be changed, re-defined and updated via numerous rules and regulations that are being promulgated on a real time, on-going basis. As of the Effective Date of the Agreement, Worxtime warrants the Program to operate in a manner that substantially complies with the requirements of ACA. Worxtime warrants that Upgrades and Updates will be made to the Program in a timely manner and will reasonably reflect all future adopted rules and regulations related to ACA. This warranty is limited to duration for Your Initial Term and any Renewal Terms.

10.3 Any and all warranties are void if failure of the Program is the result of accident, abuse, misapplication, abnormal use, input of inaccurate data or a virus attributable to You or an agent of Yours. Worxtime will use commercially reasonable efforts to provide You a remedy within a commercially reasonable time of Your compliance with Worxtime's warranty remedy procedures. Outside the United States or Canada, neither these remedies nor any product support services offered by Worxtime are available without proof of purchase from an authorized international source.

10.4 THE PRECEDING WARRANTIES ARE THE ONLY WARRANTIES RELATED TO THE PROGRAM, DOCUMENTATION AND SUPPORT SERVICES AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT. WORXTIME IS NOT LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, ATTORNEY'S FEES, PUNITIVE OR SPECIAL DAMAGES RELATING TO LOSS OF DATA, PROFIT, REVENUE OR BUSINESS OR THE LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY, WHETHER YOU, YOUR ASSIGNEE OR ANY OTHER TRANSFEREE SUFFER THE LOSS OR DAMAGE.

10.5 If an implied warranty or condition is created and Your state, federal or provincial law prohibits disclaimer of it, You may also have an implied warranty or condition. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to You. This limited warranty gives You specific legal rights. You may have other rights, which vary from jurisdiction to jurisdiction. You understand and acknowledge that You are solely responsible, among other things, for: (a) all uses of the Program using user names or passwords assigned to You; (b) input of data into the Program; (c) confirmation of the accuracy of the data input into and received from the Program; and, (d) compliance with all applicable laws associated with the use of the data.

**11.0 LIMITATION OF LIABILITIES**

11.1 IN NO EVENT WILL WORXTIME, ITS PROGRAM DEVELOPERS OR SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO THE PROGRAM, DOCUMENTATION OR SERVICES.

11.2 Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

**12.0 MISCELLANEOUS**

12.1 Governing Law. Any action, suit, or proceeding arising under or in connection with the Program, Support Services or this Agreement must be commenced within one (1) year after the claim or cause of action arises. This Agreement shall be governed in all respects by the laws of the State of Alabama, without regard to conflicts of law.

12.2 Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

12.3 Waiver. None of the requirements of this Agreement shall be considered as waived by either party unless the same is done in writing, and then only by persons executing this Agreement or other duly authorized agents or representatives. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation.

12.4 Assignment. You may not assign (voluntarily, by operation of law, or otherwise) this Agreement (or any rights or obligations contained herein) without the prior written consent of Worxtime, which consent shall not be unreasonably withheld. However, You may assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of Your business related to this Agreement or in the event of its merger, consolidation, change in control, or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any purported assignment or transfer in violation of this section shall be void. Worxtime may assign this Agreement to any Affiliate or successor in interest on Notice to You.

12.5 Compliance. You agree that upon request, in writing, from Worxtime or Worxtime's authorized representative, You will within thirty (30) days fully document and certify that use of the Program at the time of the request is in conformity with this Agreement. Such request will not be made more than one time in a twelve (12) month period unless Worxtime can provide specific evidence that use of the Program is not in conformity with this Agreement.

12.6 Entire Agreement. This Agreement is the entire agreement between You and Worxtime relating to the Program and the Support Services (if any) and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Program or any other subject matter covered by this Agreement. The terms and conditions of the Agreement can only be modified via a written agreement signed by both parties.

12.7 Counterparts. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute but one and the same instrument.

**13.0 DEFINITIONS**

13.1 Affiliate means a corporation, partnership, or other legal entity that controls, is controlled by, or is under common control with that party, either directly or through another Affiliate, but only while that control relationship exists; "control" of an entity means the power to direct the management and policies of that entity through a controlling vote on the board of directors or similar governing body of that entity or the ownership of interests entitled to more than fifty percent (50%) of the votes of that entity.

13.2 Affordable Care Act means United States Public Law 111-148, styled the Patient Protection and Affordable Care Act that was signed into law on March 23, 2010. The Affordable Care Act may be abbreviated herein as "ACA."

13.3 Authorized Users means those individuals authorized by You to access and use the Program, or the number or individuals so authorized in the Order.

13.4 Documentation means published guides provided by Worxtime describing the use and operation of the Program.

13.5 Intellectual Property Rights means all current and future patents, patent applications (including, without limitation, all reissues, divisions, renewals, extensions, continuations and continuations-in-part), copyrights (including but not limited to rights in audiovisual works and moral rights), trade secrets, trademarks, service marks, trade names and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States or any other country, state or jurisdiction.

13.6 Notice means a writing provided by one party to the other called for or contemplated herein and shall be deemed to have been given; (a) when sent by email or facsimile; (b) three (3) days after mailing by registered or certified mail, return receipt requested, prepaid and addressed or; (c) one (1) day after sending by reputable overnight delivery service to the respective party, their successors in interest, or their assignees. The email address, physical addresses and fax numbers to be used for purposes of this provision shall be those provided below and may be changed or

modified by any party by written notice as provided herein.

13.7 Right-To-Use Fees means those fees for the use of the Program identified in the Order.

13.8 Program means the proprietary computer software program identified above. "Program" includes the original and all whole or partial copies: (1) machine-readable instructions and data, (2) components, (3) audio-visual content (such as images, text, recordings, or pictures), (4) related written and online materials, and (5) use documents or keys, and documentation.

13.9 Worxtime Software Subscription or Order means the herein attached document setting forth the number of units, Right-To-Use Fees, Support Services Fees and Services Fees associated with the Program. The Order is a part of this Agreement.

13.10 Support Services means the services described in Appendix A. Worxtime or a Worxtime Affiliate will provide Support Services and include the provision of Updates and Upgrades of the Program as they are made commercially available by Worxtime. Support Services are included without additional charge under this Agreement.

13.11 Term means that period of time commencing on the Effective Date and ending up on the effective termination of this Agreement per the terms and conditions of the Agreement. Term shall include the initial Term and all subsequent Renewal Terms.

13.12 Update means a change to the Program made available by Worxtime to update the Program to reflect newly adopted rules and regulations, to correct design faults, discrepancies or defects in the Program. Updates are generally designated by a change in the number appearing to the right of the initial decimal point in the Program's version number (i.e., 1.1 vs. 1.0).

13.13 Upgrade means an improvement in the Program that generally includes enhancements and new functionality, and is generally designated by a change in the number appearing to the left of the initial decimal point in the Program's version number (i.e., 2.0 vs. 1.0).

13.14 You includes Your divisions and departments within Your organization and Your Affiliates, but does not include clients, co-counsel, independent third parties or non-Affiliates. You agree that You shall be responsible for any use of the Program by Your Affiliates.

[The remainder of this page is intentionally left blank]

The Effective Date of this Agreement is 1st of January, 2015.

The parties hereby agree and consent to the terms and conditions of this Agreement and acknowledge such by executing the Agreement below.

| | | | |
|---|---|---|---|
| **Executed by:** | Monroe County Board of County Commissioners | **Accepted By:** | Wiretime LLC |
| **Signature:** | | **Signature:** | Tearle D Bagwell |
| **Printed Name:** | Christine Hurley | **Printed Name:** | Tearle D. Bagwell |
| **Title:** | Assistant County Administrator | **Title:** | Managing Partner |
| **Date Signed:** | 7/24/15 | **Date Signed:** | 07/29/15 |
| **Address:** | 1100 Simonton Street<br>Room 268<br>Key West, FL 33040 | **Address:** | 7500 S. Memorial Pkwy<br>Suite 211<br>Huntsville, AL 35802 |
| **Fax Number:** | 305-292-4452 | **Fax Number:** | (256) 883-0893 |
| **Email:** | Hurley-christine@monroecounty-fl.gov | **Email:** | tearle@vbconroll.com |
| | | **Approved:** | |

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 7-28-2015

## APPENDIX A
## SUPPORT AND UPGRADES

### 1.0 SUPPORT SERVICES

During the Term, Worxtime will provide the following services to You:

1.1 Delivery of Updates/Upgrades: Whenever Worxtime makes Updates or Upgrades generally available to its users who have purchased Subscriptions, Worxtime will grant a copy of the new release containing the Updates and/or Upgrades to You. Your use of all such Updates and Upgrades is subject to this Agreement. After upgrading the Product that formed the basis for Your Upgrade version, You may no longer continue to use the earlier version of the Program. All Upgrades are provided to You on a per software copy exchange basis. You agree that by using the Upgrade, You voluntarily terminate Your right to use any previous version of the Program.

1.2 Telephone Support: During its normal business hours of 0800 - 1700 Central Time, Monday through Friday except holidays, Worxtime will make a member of its technical support staff available by telephone and e-mail to members of Your technical and/or administrative staff to assist You in the use of the Program. Your staff is responsible for delivery of the file uploads per the Documentation, and will provide first line support for training other staff members on use of the Program. You will make available a member of Your staff as a "go to person" to work with Worxtime staff to resolve any issues Worxtime may have with setting up and maintaining the system.

### 2.0 GRANT FOR REMOTE ASSISTANCE

2.1 You may permit any device to access and use Your copy of the Program for the sole purpose of providing You with technical support and maintenance services.

2.2 You agree that Worxtime and its Affiliates may collect and use technical information gathered as part of the Support Services provided to You, if any, related to the Program. Worxtime may use this information solely to improve Worxtime's products or to provide customized services or technologies to You and will not disclose this information in a form that personally identifies You.

### 3.0 ADDITIONAL SOFTWARE/SERVICES

This Agreement applies to Updates, supplements, add-on components, or Internet-based services components, of the Program that Worxtime may provide to You or make available to You after the date You obtain its initial copy of the Program, unless they are accompanied by separate terms. Worxtime reserves the right to discontinue Internet-based services provided to You or made available to You through the use of the Program. Worxtime may provide any and all support and services directly or, via an agent of Worxtime or of Worxtime's choosing.

Worxtime LLC
7500 S Memorial Parkway, Suite 211
Huntsville, AL 35802

## Worxtime Software Subscription

Invoice To:
Monroe County Board of County Commissioners
1100 Simonton Street
Room 268
Key West, FL 33040

| | |
|---|---|
| Initial Set-Up Fee | $6,360 |
| PEPM (Per Employee Per Month) | $0.65 |
| Initial Measurement Period/ Billing Date | PEPM fees will begin the first day of the Standard Measurement Period:<br>01/01/2015 |
| Contract Begin Date:<br>Contract End Date: | 01/01/2015<br>12/31/2015 |
| Billing Mode<br>(15% surcharge for monthly billing) | Annual<br>The PEPM fees indicated herein are due and payable in full as of the first day of the respective Term. |
| Estimated Lives | 1,200 |
| Estimated Annual Cost | $12,480 |
| Training | Included |

The fees included herein are due and payable in full as of the first day of the respective term.

AMMENDMENT TO SUBSCRIPTION AGREEMENT

At the time of execution of this Order or on the first day of any subsequent Renewal Term, You shall pay to Worxtime in United States Dollars, the Total Fees set forth above. Such fees are paid in consideration of the rights granted under the Agreement. All of the terms and conditions of the Agreement are incorporated into and made a part of this Order. Future purchases of the Program will be subject to the terms and conditions of Agreement

| | | | |
|---|---|---|---|
| Executed by: | Monroe County Board of County Commissioners | Accepted By: | Worxtime LLC |
| Signature: | | Signature: | Tearle D. Bagwell |
| Printed Name: | Christine Hurley | Printed Name: | Tearle D. Bagwell |
| Title: | Assistant County Administrator | Title: | Managing Partner |

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 7-29-2015

Rev. 5/15

## RIDER TO SUBSCRIPTION AGREEMENT

## WARRANTY RIDER TO SUBSCRIPTION AGREEMENT

**WHEREAS, Worxtime LLC, 7500 S. Memorial Parkway, Suite 211, Huntsville, AL. 35802 ("Worxtime") and You entered into a certain Subscription Agreement, the "Agreement" on the same day as entering into this Warranty Rider to Subscription Agreement, the "Rider." The Rider amends and modifies the Agreement and shall supersede the Agreement when inconsistent with the Agreement. All other terms and conditions of the Agreement shall remain in force.**

**A. Delivery and Use of Data:** You agree to timely provide to Worxtime accurate data related to all employees for the purpose of Worxtime calculating measurement periods, stability periods and administration periods, as defined in the ACA. Worxtime agrees to use such data for the purpose of calculating the measurement periods, the stability periods and the administration periods.

**B. Sending of Alerts:** Worxtime shall send, via email alerts generated by the Worxtime Program regarding compliance with the ACA. Worxtime shall not be liable for Your receipt of such alerts. From time to time Worxtime will request verification of receipt of the alerts. Worxtime will maintain a copy of the alerts on its server. You may change the email address for purposes of delivering alert notices via the administration part of the program at Your discretion. You are responsible for any modifications to the email system where alerts are mistaken as "spam" or any other program that may block the delivery of alert emails.

**C. Program Updates:** Worxtime shall update and incorporate into the Program any and all newly adopted IRS rules and regulations that directly affect the measurement period, the administration period or the stability period, in a timely and reasonable manner, during the Term. Worxtime agrees to retain the services of an ERISA attorney for the purposes of interpreting the ACA rules and regulations, and notifying Worxtime of changes and updates of the law, during the period of this agreement.

**D. Limited Warranty of Rider Terms and Conditions:** This Rider to the Subscription Agreement are subject to the same Warranty terms and conditions and Limitation of Liabilities terms and conditions as that of the Agreement.

**E. Time is of the Essence:** The performance of all obligations on the precise times stated in this Rider is of absolute importance and failure to perform any of them on time is a default, time being of the essence.

**F. Execution in Multiple Parts:** This Rider may be executed in one or more duplicate counterparts, each of which shall, upon execution by all parties, be deemed an original, or the parties may sign separate signature pages which, when all are attached to a complete copy of this Rider shall constitute an original

The parties hereby agree and consent to the terms and conditions of this Rider to Subscription and acknowledge such by executing the Rider below.

| | | | |
|---|---|---|---|
| **Executed by:** | Monroe County Board of County Commissioners | **Accepted By:** | Worxtime LLC |
| **Signature:** | | **Signature:** | Tearle D Bagwell |
| **Printed Name:** | Christine Hurley | **Printed Name:** | Tearle D. Bagwell |
| **Title:** | Assistant County Administrator | **Title:** | Managing Partner |

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 7-28-2015

Rev. 5/15

**AMENDMENT**
**TO**
**SUBSCRIPTION AGREEMENT**

THIS AMENDMENT TO THE SUBSCRIPTION AGREEMENT ("Amendment") is entered into as of this 28th day of July, 2015, by and between WORXTIME LLC, a Georgia limited liability company ("Worxtime") and MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ("You").

WHEREAS, Worxtime and You entered into that certain Subscription Agreement, dated Jan. 1st, 2015 ("Agreement"), with respect to the Worxtime program and certain services; and

WHEREAS, Worxtime and You agree to amend the Agreement as more particularly set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, Worxtime and You hereby agree as follows:

1. **DEFINITIONS**
Any defined terms used herein that are not specifically defined herein shall have the same meaning as set forth in the Agreement.

2. **MODIFICATION TO §13.8**
The following language is hereby added as a continuation of §13.8 of the Agreement:
"The Program is a web application that manages eligibility for the "Look Back Rule," as defined in the ACA. The Program manages the measurement, administrative, and stability periods. The Program is designed to keep You informed, through an automated process, which employees are eligible for health benefits and the probability of potential full-time upcoming employees; enabling You to budget effectively. The Program features the following: (1) a secure web-based data center for all data submitted and stored; (2) a dashboard that monitors employees' hours; (3) a tool that utilizes uploaded employee hours to project the probability of an employee becoming eligible for benefits; (4) automated email alerts; (5) standard and customized reports; (6) a data mapping tool for data conversion to formatted files; (7) storage of employee hours of service; and (8) data files that classify full-time eligible employees."

3. **FLORIDA LOCAL GOVERNMENT PROMPT PAYMENT ACT**
The parties agree to adopt and abide by the Florida Local Government Prompt Payment Act, as found in Fla. Stat. Ann. § 218.70-80.

4. **SALES AND USE TAXES**
Notwithstanding any other terms or conditions contained in the Agreement You are not liable for any sales or use taxes.

5. **ENTIRE AGREEMENT AND CONFLICTS**
Except as modified herein, there are no changes to the Agreement, and the Agreement as herein modified, remains in full force and effect. In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall control.

6. **COUNTERPARTS**
This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Amendment by the parties hereto may be evidenced by electronic transmission.

The parties hereby agree and consent to the terms and conditions of this Amendment and acknowledge such by executing the Amendment below.

Executed by: Monroe County Board of County Commissioners

Signature: _____

Printed Name: Christine Hurley
Title: Asst. County Administrator

Address: 1100 Simonton Street, Room 268
Key West, FL 33040

Accepted by: Worxtime, LLC

Signature: Tearl D. Bagwell

Printed Name: Tearl D. Bagwell
Title: Managing Partner

Address: 7800 So. Memorial Pkwy, Suite 211
Huntsville, AL 35802

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 7-29-2015

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: Employee Services

Bulk Item: Yes X No _ Staff Contact /Phone #: Maria Gonzalez, Ext. 4448

---

**AGENDA ITEM WORDING:** Approval of Service Agreement with Worxtime LLC covering calendar year 2016, in order to engage Worxtime to prepare and direct mail IRS forms 1095-C (required by IRS Sections 6055 and 6066 to confirm health insurance coverage) to all employees and retirees.

---

**ITEM BACKGROUND:** PPACA requires employers to send IRS form 1095-C to all employees and retirees beginning with reporting year (calendar year) 2015. In July 2015, Monroe County contracted with Worxtime LLC to pull data and prepare the forms for all BOCC, Tax Collector, Clerk of Courts, Property Appraiser, Supervisor of Elections and Land Authority employees for 2015. This has been a new and difficult process. Given this is a federal requirement, we are seeking approval by the BOCC to engage Worxtime LLC to prepare and direct mail the forms again in 2016.

The 2016 contract cost is:
1 month: 1200 employees x $.60 PEPM= $720
11 months: 775 employees x .60 PEPM = $5,115
Mailing: $3600
Total: $9,435

---

**PREVIOUS RELEVANT BOCC ACTION:** Original Subscription Agreement for calendar year 2015 approved at the July 15, 2015 BOCC meeting.

---

**CONTRACT/AGREEMENT CHANGES:** N/A – this is a new Service Agreement for 2016.

---

**STAFF RECOMMENDATIONS:** Approval

---

**TOTAL COST:** $9,435 **INDIRECT COST:** _____ **BUDGETED:** Yes X No _____

**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

**COST TO COUNTY:** $9,435 **SOURCE OF FUNDS:** Internal Service Fund Primarily Ad Valorem

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

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

**DOCUMENTATION:** Included _____ Not Required____

**DISPOSITION:**_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Worxtime LLC

Effective Date: January 1, 2016

Expiration Date: December 31, 2016

Contract Purpose/Description:

Approval of Service Agreement with Worxtime LLC covering calendar year 2016, in order to engage Worxtime to prepare and direct mail IRS form 1095-C to employees and retirees.

Contract Manager: Maria Gonzalez (Name) | 4448 (Ext.) | Employee Services/Stop #1 (Department/Stop #)

for BOCC meeting on February 10, 2016

Agenda Deadline: January 26, 2016

## CONTRACT COSTS

Total Dollar Value of Contract: $ 9,435.00 Current Year Portion: $

Budgeted? Yes ☒ No ☐ Account Codes: -502-08002-530310-_____

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

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

_____-_____-_____-_____-_____

## ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

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

## CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|---|---|---|---|---|
| Department Head | 1/22/16 | Yes ☐ No ☑ | | 1/22/16 |
| Risk Management | 1-25-16 | Yes ☐ No ☑ | | 1-26-16 |
| O.M.B./Purchasing | 1/26/16 | Yes ☐ No ☑ | | 1/26/16 |
| County Attorney | 1-25-2016 | Yes ☐ No ☒ | | 1-25-2016 |

Comments: _____

# WORXTIME
# SERVICE AGREEMENT
# (GOVERNMENTAL ENTITIES)

**THIS SERVICE AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN WORXTIME, LLC, A GEORGIA LIMITED LIABILITY COMPANY, LOCATED AT 360B QUALITY CIRCLE, SUITE 220, HUNTSVILLE, ALABAMA 35806 (hereinafter referred to as "Worxtime") AND MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "You" or "Your"). THIS AGREEMENT SUPERSEDES ANY "CLICK-THROUGH" TERMS EMBEDDED IN THE PROGRAM. CAPITALIZED TERMS MAY BE DEFINED IN THE BODY OF THE AGREEMENT AND, IF NOT, SHALL BE DEFINED IN THE DEFINITIONS SECTION OF THIS AGREEMENT AND SHALL BE APPLICABLE TO THIS AGREEMENT AND ANY ATTACHMENTS, AMENDMENTS, OR EXHIBITS, UNLESS INDICATED OTHERWISE.**

**Worxtime agrees to provide You the Service, as hereinafter defined and, in consideration, You agree to accept the Service consistent with the terms and conditions of this Agreement.**

## TERMS AND CONDITIONS

### 1.0 DESCRIPTION OF SERVICE AND GRANT OF RIGHTS

1.1 The "Service" provided by Worxtime relies on a software system developed by Worxtime (Program) that includes: (1) a Health Care Reform compliance solution for the IRS issued rules and regulations associated with the ACA (Affordable Care Act) eligibility and reporting for the Employer Mandate; (2) a secure web-based data center and processing facilities which are SSAE16 compliant for all data submitted by You and stored by Worxtime; (3) management of the measurement, administration, and stability periods to provide You with data needed to maintain compliance according to the eligibility rules (as published in the employer mandate section of the ACA); (4) standard and customized reports; (5) a data mapping tool for data conversion to formatted files; (6) randomly generated tokens which prevent Cross-Site Request Forgery, to ensure that all data being posted to our application is only from our application and not from any outside systems; (7) query statements that utilize parameterized queries to prevent SQL Injection Attacks; and (8) a dedicated Account Manager assigned to setup and assist You through the data setup, initial imports and system training.

1.2 The Service and the Program, when used in conjunction with certain forms developed by Worxtime ("Forms"), provides the reporting ability that meets the requirements of §6055 and §6056 of the Code. Consistent with the terms and conditions contained herein, Worxtime agrees to utilize the Program to analyze data supplied by You and in conjunction with the IRS forms 1095C and 1094C to timely submit reports to the IRS as required by §6055 and §6056 of the Code.

1.3 Worxtime hereby agrees to provide You the Service in accordance with the terms, conditions, and limitations of this Agreement. Worxtime's obligation to provide You the Service and Your right to use the Service are subject to Your timely payment, in full, of all fees set forth herein and Your compliance with all other terms and conditions of this Agreement. Your right to the Service is a limited, personal, non-exclusive, non-transferable, and non-assignable (except as otherwise provided herein) right as set forth in this Agreement.

### 2.0 SUPPORT, ACCESS, ALERTS, AND UPGRADES

2.1 Worxtime will assist You in the set-up of the Service, making the appropriate technical staff available as reasonably required.

2.2 During the Term, Worxtime will provide You access to the Program twenty-four (24) hours a day, seven (7) days a week, except for any periods of required maintenance, reasonable advance notice of which shall be provided.

2.3 Telephone Support: During its normal business hours of 0800 - 1700 Central Time, Monday through Friday, except holidays, Worxtime will make a member of its technical support staff available by telephone and e-mail to members of Your technical and/or administrative staff to assist You in the use of the Program. Your staff is responsible for the timely delivery of all required data, and will provide first line support for training Your other staff members on use of the System. You will make available a member of Your staff as a "go to person" to work with Worxtime staff to resolve any issues Worxtime may have with setting up and maintaining the system.

2.4 Worxtime shall send You email alerts, generated by the Program, regarding compliance with the ACA. If the email is timely delivered by Worxtime to Your correct address on file, Worxtime shall not be liable for Your receipt of such alert. From time to time, Worxtime will request verification of receipt of alerts. Worxtime will maintain a copy of alerts on its server. You may change, at your discretion via the administration portal of the Program, the email address for purposes of receiving alerts. You are responsible for making any modifications to Your email system in the event Program alerts are treated as "spam" or blocked in any manner.

2.5 Delivery of Updates/Upgrades: Whenever Worxtime makes Updates or Upgrades generally available to its users, Worxtime will provide a copy of the new release containing the Updates and/or Upgrades to You. Your use of all such Updates and Upgrades is subject to this Agreement. After upgrading the Program, You may no longer continue to use the earlier version of the Program. You agree that by using the Upgrade, You voluntarily terminate

Your right to use any previous version of the Program. Worxtime shall update and incorporate into the Program any and all newly adopted IRS rules and regulations related to the ACA employer mandate and relative reporting requirements.

2.6 This Agreement applies to Updates, supplements, add-on components, or Internet-based services components, of the Program that Worxtime may provide to You or make available to You after the date You obtain the initial copy of the Program.

**3.0 RESTRICTIONS**

3.1 By accepting the rights granted by Worxtime, You agree that You will not, without the prior written consent of Worxtime; (a) sell, license, sublicense, grant rights to, distribute, lease, or otherwise transfer or allow the transfer of the Program, or any backup copy, to third parties; (b) use the Service in any manner inconsistent with the rights granted herein; (c) use the Service in any manner for the purpose of measuring, monitoring or evaluating a greater number of employees than such number of employees anticipated by the Agreement; (d) modify or create derivative works of the Program or separate the Program's component parts; or (e) unless specifically permitted under applicable law without the possibility of contractual waiver, (i) attempt to decompile, disassemble, or reverse engineer the Program; attempt to (ii) derive source code or underlying ideas, algorithms, structure, or organization from the Program; or (iii) defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection mechanisms in the Program, including without limitation any such mechanism used to restrict or control the functionality of the Program.

3.2 You may not transfer Your rights to the Service, the Documentation, the Program, or any rights granted hereunder, prior to receiving written authorization from Worxtime.

3.3 THERE MAY BE TECHNOLOGICAL MEASURES IN THE PROGRAM THAT ARE DESIGNED TO PREVENT UNAUTHORIZED USE OF THE PROGRAM. You understand that You may need to activate or reactivate the Program from time to time to continue use of the Service. So long as You are current with the payment of all fees and in material compliance with the terms and conditions of this Agreement, Worxtime will timely provide to you any and all codes or passwords necessary to activate or reactivate the Program.

3.4 In the event the Service utilizes an Internet-based application, You agree that You will not use the Service in any manner that could damage, disable, overburden, or impair such application or interfere with any other party's use and enjoyment of such.

**4.0 TAXES**

In the event You are subject to any property taxes or ad valorem taxes related to the use of the Service or Program, You are responsible for their payment.

**5.0 TERM**

This Agreement will be for a period of time ("Term") commencing on the first day of the first month measured and ending the final day of the last month measured, as indicated in Exhibit A.

**6.0 FEES**

6.1 Fees. Fees are set forth in Exhibit A. In order to obtain an accurate analysis of certain calculations and comply with ACA requirements, certain employee data covering periods of time prior to the date of this Agreement (as indicated below), may be required to be input and measured by Worxtime. In such event Your initial payment of PEPM fees shall include payment for all measured months prior to the date of this Agreement.

6.2 Fee Payments. The Set-up Fee and the PEPM fees for all months measured prior to the date of this agreement and the balance of all months of the initial Billing Cycle (as indicated in Appendix A) are due and payable and shall be paid within thirty (30) days of receipt of invoice from Worxtime. PEPM fees for all future Billing Cycles will be sent to You by Worxtime at the start of each Billing Cycle and are due and payable within thirty (30) days of Your receipt of invoice from Worxtime. All other fees are due and payable thirty (30) days after Your receipt of the relative Worxtime invoice. Invoices will be delivered via email to the address provided by You in Exhibit A.

6.3 Fee Reconciliation. Initial PEPM fees will be invoiced to you based on the estimated of the number of employees to be measured as indicated in in Exhibit A. A reconciliation of PEPM fees charged shall be performed by Worxtime, subject to Your review, within thirty (30) days following the end of each Billing Cycle in which an estimated number of employees is utilized for invoicing purposes. Such Reconciliation shall determine the difference between the estimated number of employees and the actual number of employees measured. In the event the actual number of employees measured is greater or less than the estimated number of employees, a debit or credit will be calculated and applied to Your account. At the termination of the Agreement, any credit due will be promptly issued to You in the form of a check and any debit due will be invoiced to You and You will pay such invoice promptly.

**7.0 TERMINATION OF AGREEMENT; DATA**

7.1 If either party materially breaches any provision of this Agreement, the other party may terminate this Agreement with thirty (30) days written Notice, provided, however that the party in breach shall have thirty (30) days from receipt of Notice of breach to cure the breach ("Cure Period"). In the event the breaching party fails to cure the

breach during the Cure Period, the Agreement shall be deemed to have been terminated as of the date of Notice of breach. Upon termination of this Agreement, You, at Your option, shall either (1) destroy all copies of the Program, including the originals, any backup copies, and any copies of the Documentation and then certify such destruction in writing to Worxtime, or (2) return all copies of the Program, including original copies, backup copies, and copies of Documentation, to Worxtime. This obligation shall survive the termination of this Agreement.

**8.0 CONFIDENTIALITY, COPYRIGHT, AND PROPRIETARY INFORMATION**

8.1 Worxtime will retain in confidence all information and technical data derived from or disclosed to Worxtime by You, Your employees, Your representatives, Your agents or other independent contractors providing services to You, which is not generally known to the public ("Confidential Information"). Examples of Confidential Information include, but are not limited to, information or data disclosed in oral, written, graphic, or machine-readable form; in forms otherwise embodying or displaying such information; which is visible or audible to Worxtime by virtue of Worxtime having an employee, subcontractor, or agent visiting or performing services at a facility controlled by You or one of Your subsidiaries, agents or subcontractors; or by having access to Your systems including, but not limited to, employee information, (some of which may constitute personally identifiable information). Examples of personally identifiable information include, but are not limited to, individual names, addresses, phone numbers, email addresses, employment information, financial information, social security numbers, drivers' license or other identification card number, or other similar information. Worxtime shall use all Confidential Information solely to perform its obligations under this Agreement. Other than for uses anticipated by the Service, Worxtime will not disclose any Confidential Information to others without first obtaining Your written consent. The disclosure of Confidential Information is subject to privacy laws, this obligation of confidentiality shall not, however, apply to information that: (a) is or becomes available in the public domain through no wrongful act or omission of Worxtime; (b) is already in Worxtime's rightful possession without an obligation of confidentiality prior to disclosure by You; (c) is rightfully disclosed to Worxtime by a third party without an obligation of confidentiality that is known to Worxtime; (d) is independently developed by Worxtime; or (e) is required to be disclosed by law or pursuant to any order of a court of competent jurisdiction or regulatory order properly served on Worxtime.

8.2 Upon termination of the Agreement and receipt of Your written request, all Confidential Information, including all employee data, collected shall (i) be returned to You via secure FTP in electronic form (i.e. Excel, PDF) within ten (10) days of receipt of Your request, or (ii) remain on Worxtime's servers available for access and download by You for a period of one (1) year, at no cost to You.

8.3 Worxtime understands that it may be given access to certain Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of 1996. In such event, Worxtime hereby agrees that it is functioning as a business associate of Your group health plan.

8.4 Worxtime reserves all of the rights with respect to the Service, the Program, the Documentation, and any copies under all applicable national and international laws and treaties for the protection of Intellectual Property Rights, including, but not limited to, trade secrets, copyrights, trademarks, and patents. In the event You are granted separate, written authority to make copies of the Program, copyright notices and any other proprietary legends related to the Program must be reproduced on any copies of the Program or printed material. You may not transfer any of Your rights to any party, whatsoever, without the written consent of Worxtime.

8.5 Except as otherwise expressly permitted in this Agreement, You shall not cause or permit unauthorized, reproduction, or disclosure of any portion of the Program or Documentation or the delivery or distribution of any part thereof to any third party, for any purpose, without the prior written permission of Worxtime. This restriction shall continue beyond the termination of this Agreement. In the event You become aware of any unauthorized use, copying, reproduction, or disclosure of the Program or Documentation, You shall promptly notify Worxtime in writing.

**9.0 EXPORT**

You shall not ship, transfer, or export the Program or Documentation to any country, nor shall You use the Program in any manner prohibited by the United States Export Administration Act or any other national or international export laws, restrictions, or regulations that apply to the Program. You agree to hold Worxtime harmless for any violation of this provision.

**10.0 U.S. GOVERNMENT RIGHTS**

The Program and Documentation are "Commercial Items" as that term is defined in 48 CFR 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as such terms are used in 48 CFR 12.212 or 48 CFR 227.7202, as applicable. The Program and Documentation are licensed to U.S. Government end users (a) only as Commercial Items and (b) only with those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

**11.0 LIMITED WARRANTY; DISCLAIMER**

11.1 Worxtime warrants that the Service will perform in substantial accordance with and conform to the descriptions and specifications described herein. You agree to timely provide to Worxtime accurate data related to all employees for the purpose of Worxtime calculating measurement periods, stability periods, and administration

periods, as defined in the ACA. To the extent You or an agent of Yours supplies data or inputs data, You are solely responsible for the accuracy and timely delivery of all such data. Notwithstanding any other terms or conditions contained herein, Worxtime expressly disclaims any and all liability, and You agree to and hold harmless Worxtime from any and all liability resulting from inadequate data, inaccurate data, incomplete data, improper data, or untimely delivered data supplied or input by You or an agent of Yours.

11.2 The Service is intended to benefit You by assisting with certain administration requirements of the ACA. The ACA continues to be changed, re-defined, and updated via numerous rules and regulations that are being promulgated on a real time, on-going basis. As of the date of this Agreement, Worxtime warrants the Service to operate in a manner that substantially complies with the requirements of ACA. Worxtime warrants that Upgrades and Updates will be made to the Program in a timely manner and will reasonably reflect all future adopted rules and regulations related to ACA. No warranty is made that the Program will run uninterrupted or that the Service will be error-free.

11.3 Worxtime warrants that it has sufficient intellectual property rights to provide the Service to You consistent with this Agreement. Worxtime will indemnify, hold harmless, and defend, at its expense, any claim against You, Your agents, employees, parents, subsidiaries, or Affiliates, alleging that any software used in connection with the Service infringes any patent, copyright, trademark, trade secret, or other intellectual property interest in any country, and pay all expenses incurred or awarded. Worxtime will conduct the defense of any such claim diligently and with counsel reasonably satisfactory to You and will not consent to the entry of a judgment or enter into any settlement with respect to the claim without the prior written consent of You (not to be withheld unreasonably).

11.4 Worxtime agrees to indemnify and hold You harmless from and against all liability to third parties resulting from disclosures by Worxtime of Your Confidential Information that are inconsistent with the terms of this Agreement.

11.5 Any and all warranties are void if failure of the Service or the Program is the result of abuse, misapplication, abnormal use, input of inaccurate data, or a virus attributable to You or an agent of Yours.

11.6 THE PRECEDING WARRANTIES ARE THE ONLY WARRANTIES RELATED TO THE SERVICE PROVIDED BY WORXTIME AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, EXCEPT AS EXPRESSLY PROVIDED HEREIN, WORXTIME IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, ATTORNEY'S FEES, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY FINES, LOST PROFIT, LOST REVENUE, OR LOSS OF BUSINESS, WHETHER YOU, YOUR ASSIGNEE, OR ANY OTHER TRANSFEREE SUFFER THE LOSS OR DAMAGE.

11.7 If an implied warranty or condition is created and Your state, federal, or provincial law prohibits disclaimer of it, You may also have an implied warranty or condition. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to You. This limited warranty gives You specific legal rights. You may have other rights, which vary from jurisdiction to jurisdiction. You understand and acknowledge that You are solely responsible, among other things, for: (a) all uses of the Program using user names or passwords assigned to You; (b) input of data into the Program; (c) confirmation of the accuracy of the data input into and received from the Program; and, (d) compliance with all applicable laws associated with the use of the data.

**12.0 MISCELLANEOUS**

12.1 Governing Law. This Agreement shall be governed in all respects by the laws of the state in which you are located, without regard to conflicts of law.

12.2 Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, and the parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

12.3 Waiver. None of the requirements of this Agreement shall be considered as waived by either party unless the same is done in writing, and then only by persons executing this Agreement or other duly authorized agents or representatives. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation.

12.4 Assignment. You may not assign (voluntarily, by operation of law, or otherwise) this Agreement (or any rights or obligations contained herein) without the prior written consent of Worxtime, whose consent shall not be unreasonably withheld. However, You may assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of Your business related to this Agreement or in the event of its merger, consolidation, change in control, or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any purported assignment or transfer in violation of this section shall be void. Worxtime may assign this Agreement to any Affiliate or successor in interest upon Notice to You.

12.5 Compliance. You agree that upon request, in writing, from Worxtime or Worxtime's authorized representative, You will within thirty (30) days fully document and certify that the Service provided by Worxtime and the use of the Program at the time of the request is in conformity with this Agreement. Such request will not be made more than one time in a twelve (12) month period.

12.6 Entire Agreement. This Agreement is the entire agreement between You and Worxtime relating to the Service and the Program, and this Agreement supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Service and the Program or any other subject

matter covered by this Agreement. The terms and conditions of the Agreement can only be modified via a written agreement signed by both parties.

12.7 Counterparts. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute but one and the same instrument.

12.8 Independent Contractor. The performance by Worxtime of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency, joint venture, or partnership between Worxtime and You. Neither the employees of Worxtime nor those of its subcontractors will be deemed to be employees or agents of You. Unless expressly set forth in this Agreement, none of Worxtime, its employees, or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate You in any manner whatsoever.

12.9 Excluded Provider. Worxtime hereby represents and warrants that Worxtime, nor any of its employees, contractors or agents, is not or at any time has never been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid ("Government Healthcare Program(s)"). In the event that Worxtime, or any of its employees, contractors or agents, is convicted of any criminal offense related to health care or is excluded from participation in any Government Healthcare Program during the Term, or if at any time after the date of this Agreement it is determined that Worxtime is in breach of this provision, You have right to immediately terminate this Agreement.

12.10 Time is of the Essence. The performance of all obligations on the precise times stated in this Agreement is of absolute importance and failure to perform any of them on time is a default, time being of the essence.

12.11 Construction. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

12.12 Use of Third-party Software. Use of some third-party software and other materials required by the Service may be subject to other terms and conditions typically found in a separate software agreement or a "Read Me" file located in or near such materials.

**13.0 DEFINITIONS**

13.1 Affiliate means a corporation, partnership, or other legal entity that controls, is controlled by, or is under common control with that party, either directly or through another Affiliate, but only while that control relationship exists.

13.2 Affordable Care Act means United States Public Law 111-148, styled the Patient Protection and Affordable Care Act that was signed into law on March 23, 2010. The Affordable Care Act may be abbreviated herein as "ACA."

13.3 Code means Title 26 of the United States Code, as amended from time to time.

13.4 Control of an entity means the power to direct the management and policies of that entity through a controlling vote on the board of directors or similar governing body of that entity or the ownership of interests entitled to more than fifty percent (50%) of the votes of that entity.

13.5 Documentation means published guides provided by Worxtime describing the use and operation of the Program.

13.6 Intellectual Property Rights means all current and future patents, patent applications (including, without limitation, all reissues, divisions, renewals, extensions, continuations, and continuations-in-part), copyrights (including but not limited to rights in audiovisual works and moral rights), trade secrets, trademarks, service marks, trade names, and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States or any other country, state, or jurisdiction.

13.7 IRS means the Internal Revenue Service.

13.8 Notice means a writing provided by one party to the other called for or contemplated herein and shall be deemed to have been given; (a) when received by email or facsimile; (b) three (3) days after mailing by registered or certified mail, return receipt requested, prepaid, and addressed or; (c) one (1) day after sending by reputable overnight delivery service to the respective party, their successors in interest, or their assignees. The email address, physical addresses and fax numbers to be used for purposes of this provision shall be those provided below and may be changed or modified by any party by written notice as provided herein.

13.9 PEPM is an acronym that stands for per employee, per month and is used in reference to fees charged for the monthly measurement of employee data.

13.10 Program means the proprietary computer software program identified above. The Program includes the original and all whole or partial copies: (1) machine-readable instructions and data, (2) components, (3) audio-visual content (such as images, text, recordings, or pictures), (4) related written and online materials, and (5) use documents, or keys, and documentation.

13.11 Term means that period of time commencing on the first day of the first measurement month and ending on the last day of the last measurement month, as indicated in Exhibit A.

13.12 Update means a change to the Program made available by Worxtime to update the Program to reflect newly adopted rules and regulations, to correct design faults, discrepancies, or defects in the Program. Updates are generally designated by a change in the number appearing to the right of the initial decimal point in the Program's version number (i.e., 1.1 vs. 1.0).

13.13 Upgrade means an improvement in the Program that generally includes enhancements and new

functionality and is generally designated by a change in the number appearing to the left of the initial decimal point in the Program's version number (i.e., 2.0 vs. 1.0).

13.16 You includes Your divisions and departments within Your organization and Your Affiliates, but does not include clients, external counsel, independent third parties, or non-Affiliates. You agree that You shall be responsible for any use of the Program by Your Affiliates.

The date of this Agreement is _____.

The parties hereby agree and consent to the terms and conditions of this Agreement and acknowledge such by executing the Agreement below.

| | | | |
|---|---|---|---|
| Executed by: | Monroe County Board of County Commissioners | Accepted By: | Worxtime LLC |
| Signature: | | Signature: | Tearle D Bagwell |
| Printed Name: | | Printed Name: | Tearle D. Bagwell |
| Title: | | Title: | Managing Member, Worxtime LLC |
| Date Signed: | | Date Signed: | 01/14/16 |
| Address: | 1100 Simonton Street<br>Room 268<br>Key West, Florida 33040 | Address: | 360B Quality Circle<br>Suite 220<br>Huntsville, AL 35806 |
| Fax Number: | (305) 292-4452 | Fax Number: | (256) 883-0893 |
| Email: | | Email: | tearle@worxtime.com |

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 1-25-2016

**EXHIBIT A**
**SERVICE AGREEMENT**
**FEES**

Invoice to:
Monroe County Board of County Commissioners
1100 Simonton Street
Room 268
Key West, Florida 33040

| | |
|---|---|
| Set-up Fee | **$0.00 - Renewal** |
| PEPM (Per Employee, Per Month) fee rate | $0.60 |
| Estimated Months Measured<br><br>**Actual Measurement Dates will be determined during implementation | PEPM fees are applicable to all month(s) measured.<br><br>The first month to be measured shall be: January of 2016.<br><br>The final month measured shall be: December of 2016. |
| Billing Cycle | Annual |
| Estimated Number of Employees to be Measured | 1200 |
| Estimated Annual Cost | $8640 |
| Training Cost | Included at no Cost |
| Form 1095C Fulfillment Fees (printing, mailing, etc.) | **Quantity TBD @ $3.00 per mailed 1095C form**<br>****Client selects Worxtime to perform this service:** X **Yes** ____ **No** |
| Multiple EINs **5 additional EIN's - Renewal**<br><br>Multiple Payrolls may result in additional fees | **$0.00 -Renewal** |
| Reformatting Fees (Files shall be provided to Worxtime in a file format designated by Worxtime, otherwise a reformatting fee will apply.) **$495** | |

| | | | |
|---|---|---|---|
| **Executed by:** | Monroe County Board of County Commissioners | **Accepted By:** | Worxtime LLC |
| **Signature:** | | **Signature:** | T. D. Bagwell |
| **Printed Name:** | | **Printed Name:** | Tearle D. Bagwell |
| **Title:** | | **Title:** | Managing Partner |
| | | **Approval:** | |

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 1-25-2016

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: Information Technology

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

---

**AGENDA ITEM WORDING: Approval of Statement of Work with AT&T to exercise the County's option to extend the Dedicated Technician Services for an additional 12 month term.**

---

**ITEM BACKGROUND:** Monroe County BOCC currently has a contract with AT&T for a Dedicated Maintenance Technician to provide maintenance services for BOCC phone systems at our various offices throughout Monroe County. Secondarily the Dedicated Maintenance Technician will provide incidental labor for moves, additions and changes. The current agreement has two optional 12 month extensions, the County by approving this Statement of Work with be exercising its first 12 month term extension.

---

**PREVIOUS RELEVANT BOCC ACTION:** Approval on February 18, 2009 of Pricing Schedule CPE50416 from Bellsouth d/b/a AT&T Communications Systems. Approval on January 19, 2011 of a Master Service Agreement 20101222-0258UA with AT&T. Approval on February 15, 2015 of a schedule for the Purchase of Equipment and /or Service with AT&T for a Dedicated Maintenance Technician and maintenance charges for associated telephone networking equipment. Approval on January 21, 2015 of a Schedule for the Purchase of a Dedicated Technician from AT&T for 12 month term with option to renew for two additional 12 month terms.

---

**CONTRACT/AGREEMENT CHANGES: New 1 year term renewal.**

---

**STAFF RECOMMENDATIONS: Approval**

---

**TOTAL COST:$163,706.23 INDIRECT COST: $0.00 BUDGETED:** Yes X No ____

**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

**COST TO COUNTY: $163,706.23 SOURCE OF FUNDS:** Primary Ad Valorem

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

**APPROVED BY:** County Attorney ____ OMB/Purchasing CB Risk Management ____

**DOCUMENTATION:** Included X Not Required____

**DISPOSITION:**_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: AT&T

Contract #: 20101222-0258UA

Effective Date: 3-15-16

Expiration Date: 3-14-17

Contract Purpose/Description:

AT&T Statement of Work for the Purchase of Dedicated Technician to provide a full time resource technician to maintain Monroe County's telephone system along with parts and Peripheral cover for 1 year.

Contract Manager: Alan MacEachern (Name) 8792 (Ext.) Information Technology / # 26 (Department/Stop #)

for BOCC 2-10-16

Agenda Deadline: 1-26-16

## CONTRACT COSTS

Total Dollar Value of Contract: $ 163,706.23 Current Year Portion: $ _____

Budgeted? Yes X ☐ No ☐ Account Codes: 001- 05002-530340

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

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

_____-_____-_____-_____-_____

## ADDITIONAL COSTS

Estimated Ongoing Costs: $ 0 /yr For: AT&T Dedicated Technician

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

## CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|---|---|---|---|---|
| Department Head | 1-18-16 | Yes ☐ No ☑ | [signature] | 1-18-16 |
| Risk Management | 1-12-16 | Yes ☐ No ☑ | [signature] | 1-12-16 |
| O.M.B./Purchasing | 1/14/16 | Yes ☐ No ☑ | Christina Bockelman | 1/14/16 |
| County Attorney | 1/11/16 | Yes ☐ No ☒ | Christine E. Oroult-Barnes | 1/11/16 |

Comments: _____

OMB Form Revised 2/27/01 MCP #2

at&t

**STATEMENT OF WORK**

# Sub-Rider D7 Statement of Work
# AT&T Equipment Resale and Related Services Pricing Schedule

Pricing Schedule ECATS No.: 20101222-0258UA
SOW ECATS No.: _____
CPR: 16332609

| CUSTOMER Legal Name ("Customer") | AT&T Corp. ("AT&T") | AT&T Branch Sales Contact Name |
|---|---|---|
| Monroe County Board of County Comm | AT&T Corp. | Name: |
| **CUSTOMER Address** | **AT&T Corp. Address and Contact** | **AT&T Branch Sales Contact Information** |
| 1200 Truman Ave, Suite 211<br>Key West, FL 33040 | One AT&T Way<br>Bedminster, NJ 07921-0752<br>Attn: Master Agreement Support Team<br>E-mail: mast@att.com | |
| **CUSTOMER Contact** | **CUSTOMER Billing Address and Contact** | **AT&T Contact Information** |
| Name: Jorge P. Swaby<br>Telephone: (305) 453-8794<br>Email: Swaby-Jorge@monroecounty-fl.gov | Attention: Vicky Hamilton<br>320 Fulton<br>Peoria, IL 61602<br>Customer # 20138574 | Mary L Miller<br>575 Morosgo Drive, 6th flr East<br>Atlanta, GA 30324<br>Telephone: (404) 499-7515<br>Email: mm9171@att.com |

This Statement of Work ("SOW") constitutes a Quote until executed by Customer, at which time it will be considered an Order. The Quote expires sixty (90) days after the Date of Submission.

AT&T Global Services is an affiliate of AT&T Corp and is authorized to execute this SOW.

AGREED:

CUSTOMER: **Monroe County Board of County Comm**

By:_____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED:

AT&T Global Services

By:_____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine M. Limbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/11/16

**Installation Site Address: 500 Whitehead Street, Key West, FL 33040**

**Date of Submission: 01/08/2016**

**Purchase Order Number:** _____

**SELECTION OF EQUIPMENT SERVICE PLAN:**

AT&T Voice Maintenance Solutions: X - Essential Plus ☒Dedicated ☐Custom

Initial Term: 12 Months From: 3/15/16 To: 3/14/17 Total Price: $163,706.23

Service Plan Payment Terms (default is annual): ☒**Monthly**

**TERMINATION PRICING ADJUSTMENTS:** If Customer terminates AT&T Voice Maintenance Solutions in whole or in part, including reduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees thirty (30) days from the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and third party costs incurred by AT&T; or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-recoverable and third party costs.

Remittance for invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.

**PASS Basic Entitlement:**

Partner Assurance Support Services (PASS Basic) has been included for all applicable locations for the manufacturer to provide corrective software content to AT&T, such as software patches and updates to correct known software issues or defects on behalf of the Customer.

**Equipment and Applications Covered Under Maintenance Agreement:**

Avaya (Nortel) CS1000M – Serial # Z04580 – S/W Release 3.0
Avaya (Nortel) CS1000E – Serial# 318819298 – S/W Release 5.50
Avaya (Nortel) Call Pilot 1005r – Dongle ID 10377278 – S/W Release 5.0
All remote locations associated with above Avaya equipment

**Equipment Excluded from Maintenance Agreement:**

Headsets, portable/wireless/cordless telephones, answering machines, UPS systems, power conditioners and power supplies (including batteries and chargers) consumables, personal computers, printers, third party software support (unless otherwise noted) and any software which is at a revision level not supported by the software licensor.

**Special Terms:**

- AT&T will provide Dedicated Technician(s), as stated in the above referenced Order, to work on the Customer's site(s). AT&T and Customer agree that the duties of the on-site Technician(s) shall be primarily to provide the system Maintenance and secondarily, with time permitting, to provide incidental labor for moves, adds and changes.

- Dedicated Technician(s) will be on Customer site(s) (8) hours per day, five (5) days a week fifty (50) weeks per year, during the hours of 8:00 A.M. and 5:00 PM, Monday through Friday excluding holidays observed by AT&T.

- AT&T will insure that the Technician is reasonably trained and qualified to make repairs to systems currently maintained.

- Customer acknowledges if equipment is declared End of Life (EOL) by Equipment Manufacture, AT&T will provide reasonable efforts to resolve EOL product failure issues, utilizing internal resources only. Hardware parts, if available, may be limited to secondary supplies.

- For work which requires engineering consideration, issuance of Sales/Service Orders, or work outside of the normal schedule work hours will be performed by AT&T and billed to Customer at AT&T then current rates for labor and materials.

- The Customer shall not employ, or attempt to employ, any of AT&T's current or former employees with whom Customer has direct contact in connection with the performance of this Order. Customer shall comply with these conditions through the term of this Order or any renewal thereof and for 12 months thereafter.

- AT&T agrees the customer can extend contract for one additional 12 month term.

at&t

## Schedule For The Purchase of Dedicated Technician

| | | |
|---|---|---|
| Customer: Monroe County Board of County Comm | Customer Number: 37116 Loc Number: multiple | Agreement Number: 20101222-0258UA |
| Installation Address:1200 Truman Ave, Suite 211 | Quote Number: 321324886 | |
| City: Key West State: FL Zip: 33040 | Total Price: $163,706.23 (Excluding taxes) | Term: 3/15/15 to 3/14/16 |
| | Customer Reference Number: For Information Purposes Only) | |

**Customer** hereby purchases **Dedicated Technician Services**, as set forth in detail below, from **AT&T Communication Systems Southeast, ("AT&T")** under and pursuant to, and this Order modifies and supplements, for purposes of ***Dedicated Technician*** services only, the Master Agreement For Equipment Purchase And/Or Maintenance Service between AT&T and Customer **("Agreement")**. This Order shall become effective as of the last signature date set forth below. Except as specifically stated below, all terms and conditions of the Agreement remain in full force and effect. AT&T and Customer hereby agree as follows:

Customer orders, and by acceptance of this Order AT&T agrees to provide, ***Dedicated Technician*** services consisting of the following components at the net prices indicated below:

**Terms and Provisions**
AT&T agrees to provide Dedicated Technician Services to Customer as stated in the above referenced order, per the following terms and conditions:

1. AT&T will provide Dedicated Technician(s), as stated in the above referenced Order, to work on the Customer's site(s). AT&T and Customer agree that the duties of the on-site Technician(s) shall be primarily to provide the system Maintenance and secondarily, with time permitting, to provide incidental labor for moves, adds and changes.

2. Dedicated Technician(s) will be on Customer site(s) (8) hours per day, five (5) days a week fifty (50) weeks per year, during the hours of 8:00 A.M. and 5:00 PM, Monday through Friday excluding holidays observed by AT&T.

3. AT&T will insure that the Technician is reasonably trained and qualified to make repairs to systems currently maintained.

4. Customer acknowledges if equipment is declared End of Life (EOL) by Equipment Manufacture, AT&T will provide reasonable efforts to resolve EOL product failure issues, utilizing internal resources only. Hardware parts, if available, may be limited to secondary supplies.

5. For work which requires engineering consideration, issuance of Sales/Service Orders, or work outside of the normal schedule work hours will be performed by AT&T and billed to Customer at AT&T then current rates for labor and materials.

6. The Customer shall not employ, or attempt to employ, any of AT&T's current or former employees with whom Customer has direct contact in connection with the performance of this Order. Customer shall comply with these conditions through the term of this Order or any renewal thereof and for 12 months thereafter.

7. AT&T agrees the customer can extend contract for two additional 12 month terms.

**ANNUAL PRICING**

**Dedicated Technician Labor**

| | |
|---|---|
| Number of Technicians | 1 |
| Price | $99,745.47 |

**Dedicated Technician Vehicle**

| | |
|---|---|
| Number of Vehicles | 1 |
| Price | $4,776.31 |

**Dedicated Technician – Parts & Peripheral Coverage**

| | |
|---|---|
| Price | $59,184.44 |

**Dedicated Technician –Lightning Coverage**

| | |
|---|---|
| Price | $NA |

**Total Dedicated Technician Customer**

| | |
|---|---|
| Total Amount | $163,706.23 |

Pursuant to the terms and conditions of the Agreement referenced above, Customer agrees to purchase and AT&T Communication Systems, Inc. agrees to provide Services described in this Order. This Order shall automatically incorporate therein all the terms and conditions of the Agreement, and any and all terms and conditions on any Customer order forms, purchase orders, or other Customer documents shall be deemed deleted.
In Witness Whereof, the parties have executed this Order by their duly authorized representative, in multiple counterparts, each of which shall be deemed an original.

Accepted by: Monroe County Board of County Comm.

**CUSTOMER**

By Authorized Signature — Date

Danny L. Kolhage — Mayor

Name (Type or Print) — Title

**AT&T Communication Systems Southeast**

Pamela E. Cook Pamela E. Cook

By Authorized Signature — Date 1/30/15 1/30/15

Pamela E. Cook — Contract Specialist

Name (Type or Print) — Title

Pamela E. Cook — Contract Specialist

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 12/16/14

Cynthia J. Gibson

CYNTHIA J. GIBSON
Notary Public
Commonwealth of Virginia
341071
My Commission Expires Apr 30, 2016

MONROE COUNTY 18 23 IN THE UNITED STATES SOUTHERNMOST COUNTY

ATTEST: AMY HEAVILIN, CLERK

Lindsay Ballard

DEPUTY CLERK

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: Public Works/Engineering-Animal Control

Bulk Item: Yes X No ___ Staff Contact /Phone #: Alice Steryou/(305)292-4549

**AGENDA ITEM WORDING:** Approval of a Resolution removing previously appointments of authorized agents of Animal Control Contractors.

ITEM BACKGROUND: Animal control agents are appointed to enforce Chapter 4 of the Monroe County Code and Section 828 of the Florida Statutes, and their appointments are approved by a County or Circuit judge. This Resolution provides for the removal of (2) agents whom no longer work for County Animal Control Contractors.

PREVIOUS RELEVANT BOCC ACTION: Approval of previous Resolutions appointing the animal control officers.

CONTRACT/AGREEMENT CHANGES: n/a

STAFF RECOMMENDATION: Approval.

TOTAL COST: $ n/a INDIRECT COST: n/a BUDGETED: Yes: ___ No: ___

DIFFERENTIAL OF LOCAL PREFERENCE: n/a

COST TO COUNTY:_____ SOURCE OF FUNDS:_____

REVENUE GENERATED: Yes ___ No x

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

DOCUMENTATION: INCLUDED: x NOT REQUIRED: MG

DISPOSITION: _____ AGENDA ITEM #: _____

Doug Sposito
Director Project Management

# RESOLUTION NO. ___-2016

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, REMOVING THE PREVIOUS APPOINTMENTS OF AUTHORIZED AGENTS OF ANIMAL CONTROL CONTRACTORS.**

**WHEREAS,** Florida Statutes Section 828.03 provides that agents of any society or association for the prevention of cruelty to animals may appoint agents for the purpose of investigating violations of Chapter 828, F.S., or any other law of the state for the purpose of protecting animals or preventing any act of cruelty thereto; and

**WHEREAS,** Monroe County Code Section 4-37(b) provides that Animal Control Agents of corporations and associations contracting with Monroe County may be authorized by the Board of County Commissioners to investigate violations of Chapter 828, Florida Statutes, and of Chapter 4, Monroe County Code; and

**WHEREAS,** Agents appointed by Florida Statue and Monroe County Ordinance, as set forth above, may no longer be employed by the Animal Control Contract thereby no longer being an Animal Control Agent; and

**WHEREAS,** in order to ensure that appointments and designations of Animal Control Agents remain current, removal of authorized animal control agents may be occasionally needed; now, therefore

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONRE COUNTY, FLORIDA**

1. That the following animal control officers as previously authorized and appointed pursuant to Chapter 4, Monroe County Code and Chapter 828, Florida Statutes, to issue citations for violations of said chapters, or to require appearance in court, and to present testimony for disposition of any such violation in county court are hereby removed as authorized animal control agents:

**JENNIFER ROHLMANN** **MELISSA OGG**

2. That this Resolution shall be forwarded to the Chief Judge of the Circuit Court and Court Administration for removal of the above individuals as an appointed animal control agents.

**PASSED AND ADOPTED** by the Board if County Commissioners of Monroe County, Florida, at a regular meeting of said board held on the 10th day of February, 2016.

| | |
|---|---|
| Mayor Heather Carruthers | _____ |
| Mayor Pro Tem George Neugent | _____ |
| Danny L. Kolhage | _____ |
| David Rice | _____ |
| Sylvia Murphy | _____ |

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

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

ATTEST: Amy Heavilin, CLERK

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: Fire Rescue

Bulk Item: Yes X No ___ Staff Contact /Phone #: D. Horachek / 305.289.6004

**AGENDA ITEM WORDING:** Issuance (renewal) of a Class A Emergency Medical Services Certificate of Public Convenience and Necessity (COPCN) to Monroe County Fire Rescue for the operation of an ALS transport ambulance service.

**ITEM BACKGROUND:** In March of 2014 a Class A COPCN was issued to Monroe County Fire Rescue to operate an ALS transport ambulance service. This certificate will be expiring on March 31, 2016. In view of the foregoing Monroe County Fire Rescue is applying to renew this COPCN which would become effective April 1, 2016.

**PREVIOUS RELEVANT BOCC ACTION:** On March 19, 2014 the MCBOCC approved the issuance (renewal) of a Class A COPCN to Monroe County Fire Rescue for the operation of an ALS transport ambulance service for the period April 1, 2014 through March 31, 2016.

**CONTRACT/AGREEMENT CHANGES:** The current COPCN for Monroe County Fire Rescue will expire on March 31, 2016. The renewal being applied for will cover the period April 1, 2016 through March 31, 2018.

**STAFF RECOMMENDATIONS:** The Monroe County Code allows the issuance of COPCN for the purpose of providing essential emergency medical services to the various geographical areas of Monroe County. Monroe County Fire Rescue complies with the requirements of the said Code and Chapter 401 Florida Statutes. In view of the foregoing Fire Rescue staff recommends the approval of the renewal of a COPCN so they can continue to provide these services to their specific area of the County.

**TOTAL COST:** 0.00 **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No ____

**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

**COST TO COUNTY:** N/A **SOURCE OF FUNDS:** _____

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

**APPROVED BY:** County Attorney X OMB/Purchasing ___ Risk Management ___

**DOCUMENTATION:** Included X Not Required____

**DISPOSITION:**_____ **AGENDA ITEM #**_____

Revised 6/15

**Class A**
**EMERGENCY MEDICAL SERVICES**

**CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

*WHEREAS, the Monroe County Code allows for the issuance of Certificates of Public Convenience and Necessity for Emergency Medical Services by the Board of County Commissioners of Monroe County; and,*
*WHEREAS, the* **MONROE COUNTY FIRE RESCUE** *provides quality emergency medical services to the citizens of Monroe County; and,*
*WHEREAS, there has been demonstrated that there is a need for the above named service to operate in this County to provide essential emergency medical services to the citizens of this County; and,*
*WHEREAS, the above named service has indicated that it will comply with all the requirements of the Monroe County Code and Chapter 401 Florida Statutes, the Board of County Commissioners of Monroe County hereby issues a Certificate of Public Convenience and Necessity to this service for the period beginning* April 1, 2016 *and ending* March 31, 2018.

*In issuing this certificate it is understood that the above named service will meet the requirements of a* ☐ *BLS or* ☒ *ALS,* ☒ *Transport or* ☐ *Non-transport service, and provide service on a twenty-four hour basis for the following area(s):*

Generally from the west end of Cow Key Channel, to the west end of Seven Mile Bridge; from the west end of the Tom's Harbor Bridge (approximately MM60) to the west end of Channel 2 Bridge and the City of Layton; and from the west end of Tavernier Creek Bridge to South Bay Harbor Drive & Lobster Lane, or as otherwise directed by Monroe County Central Dispatch.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/26/16

**CERTIFICATE #16-02**

DATE OF ISSUANCE

CLERK

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: 2/10/2016 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services

Staff Contact Person/Phone #: Sheryl Graham 305-292-4510

EGraham 1/20/2016

**AGENDA ITEM WORDING:** Approval of Federally-funded reoccurring Low Income Home Energy Assistance Program (LIHEAP), Subgrant Agreement # 16EA-0F-11-54-01-019 between the State of Florida, Department of Economic Opportunity (DEO) and Monroe County Board of County Commissioners (BOCC)/Monroe County Social Services for the contract period of 3/1/16 to 3/31/17, in the amount of $199,740.

**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 1/20/16 (item # C-18) of Modification #004 of the Federally Funded Low Income Home Energy Assistance Program (LIHEAP) Grant Agreement #15EA-0F-11-54-01-019.

**CONTRACT/AGREEMENT CHANGES:** None

**STAFF RECOMMENDATIONS:** **Approval**

**TOTAL COST:** $199,740 **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 MS

**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: # 16EA- 0F-11-54-01-019

Effective Date: 3/1/2016

Expiration Date: 3/31/2017

Contract Purpose/Description: Approval of Federally-funded reoccurring Low Income Home Energy Assistance Program (LIHEAP), Subgrant Agreement # 16EA-0F-11-54-01-019 between the State of Florida, Department of Economic Opportunity (DEO) and Monroe County Board of County Commissioners (BOCC)/Monroe County Social Services for the contract period of 3/1/16 to 3/31/17, in the amount of $199,740.

Contract Manager: Sheryl Graham (Name) Graham 1/20/2016 | 292- 4510 (Ext.) | Social Services/Stop 1 (Department/Stop #)

For BOCC meeting on 2/10/2016 | Agenda Deadline: 1/26/2016

## CONTRACT COSTS

Total Dollar Value of Contract: $199,740.00

Budgeted: Yes ☐ No ☐

Account Codes: **125-6153516 (new acct #)**

Current Year Portion: $

County Match: 10% cash match

Additional Match: 0

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 Head | 1/20/16 | Yes ☐ | No ☒ | Graham | 1/20/16 |
| Risk Management | 1-22-16 | Yes ☐ | No ☑ | M Slud | 1-22-16 |
| O.M.B./Purchasing | 1/22/16 | Yes ☐ | No ☑ | Christina Bouchelle | 1/22/16 |
| County Attorney | 1/22/16 | Yes ☐ | No ☒ | Pedro Mercado | 1/22/16 |

Comments: _____

**OMB Form Revised 2/27/01 MCP #2**

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

ORIGINAL

CFDA Number: 93.568

Agreement Number: 16EA-0F-11-54-01-019

**FEDERALLY FUNDED SUBGRANT AGREEMENT**
**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)**

THIS AGREEMENT is entered into between the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida, hereinafter referred to as "DEO," and Monroe, County of, hereinafter referred to as "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The U.S. Department of Health and Human Services (HHS) administers the LIHEAP program at the Federal level, and distributes LIHEAP block grant funds to the States. The State of Florida has received these grant funds from HHS.

B. DEO is the LIHEAP grantee Recipient agency for the State of Florida, designated by HHS to receive funds annually for program purposes. DEO is authorized to distribute LIHEAP funds to the Subrecipient so that Subrecipient may provide home energy assistance benefits to eligible households.

C. Subrecipient is qualified and eligible to receive these grant funds in order to provide the services identified herein.

THEREFORE, DEO and Subrecipient agree to the following:

(1) SCOPE OF WORK

Subrecipient shall perform the work in accordance with Attachment A, Scope of Work, to this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Subrecipient and DEO shall be governed by all applicable State and Federal laws, rules and regulations, including, but not limited to, those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement period will begin on **March 1, 2016**, and will end on **March 31, 2017,** unless terminated earlier in accordance with the provisions of Paragraph (13) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either Party may request modification of the provisions of this Agreement. Except for Informal Modifications submitted in accordance with Attachment B, modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(5) AUDITS AND RECORDS

(a) Subrecipient's performance under this Agreement is subject to the applicable requirements published in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (C.F.R.) Part 200, hereinafter referred to as the "Uniform Guidance". If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient will be subject to the Federal Acquisition Regulations System particularly 48 C.F.R. § 31.2.

(b) Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g., paper, film, recording, electronic), including, but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings have not been resolved at the end of this five-year period, the Records must be retained until resolution of the audit findings through litigation or otherwise. Subrecipient shall cooperate with DEO to facilitate the duplication and transfer of such Records upon request of DEO. The five-year period may also be extended for the following reasons:

1. If any litigation or claim is started before the five-year period expires, and extends beyond the five-year period, the Records must be retained until all litigation and claims involving the Records have been resolved.

2. Records for the disposition of non-expendable personal property valued at five thousand dollars and zero cents ($5,000.00) or more at the time it is acquired must be retained for five years after final disposition.

3. Records relating to real property acquired must be retained for five years after the closing on the transfer of title.

4. Any additional Federal requirements identified in Attachment A, Scope of Work, of this Agreement.

(c) Subrecipient shall maintain all records for all subcontractors to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachment J and Attachment K to this Agreement as well as all other applicable laws and regulations.

(d) Subrecipient shall give access to any of Subrecipient's records to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives for the purposes of conducting audits, examinations, investigations, or making excerpts or transcriptions.

(e) Subrecipient may, per Rule 1B-24.003(9)(a), Florida Administrative Code, allow its public records to be stored through electronic recordkeeping systems as substitutes for the original or paper copy.

(f) Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(g) Records pertaining to this Agreement must be available at reasonable times for inspection, review, or audit by State personnel and other persons authorized by DEO. "Reasonable" means normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(h) If Subrecipient's expenditures of State financial assistance and/or Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with Exhibit 1 to this Agreement, such audit will comply with all applicable requirements of Exhibit 1 to this Agreement, section 215.97, F.S., and the Uniform Guidance as applicable, and Subrecipient shall ensure that all related party transactions are disclosed to the auditor.

(i) Subrecipient shall include the aforementioned audit and record-keeping requirements in all subcontracts and assignments.

(j) Subrecipient shall have each required audit completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under chapter 473, F.S., and ensure that all related party transactions are disclosed to the auditor. For the IPA's audit to be sufficient, it must state that the Subrecipient complied with the applicable provisions noted in Exhibit 1 to this Agreement.

(k) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit-1, Audit Requirements, of this Agreement and the applicable laws, rules and regulations referenced therein. The requirements of 2 C.F.R. § 200.512, Report Submission, are applicable to audits of Federal awards conducted in accordance with Subparagraph (5)(h) above.

(l) Subrecipient shall reimburse DEO if an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement and applicable regulations. The amount of reimbursement will be equal to the amount of funds not spent in accordance with this Agreement. Subrecipient shall send such reimbursement to DEO within thirty calendar days after DEO has notified Subrecipient of such non-compliance.

(m) Within sixty calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Exhibit-2, Audit Compliance Certification, of this Agreement) to audit@deo.myflorida.com. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this

requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Subrecipient.

(6) INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS:

(a) In addition to Subrecipient's' responsibility to directly respond to each request it receives for records made or received by Subrecipient in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.

(b) Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) DEO may terminate this Agreement if Subrecipient refuses and/or fails to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S., Subrecipient shall transfer, at no cost to DEO, all public records upon completion or termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.

(e) Subrecipient shall notify DEO verbally within 24 hours and in writing within 72 hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(f) Subrecipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Subrecipient submits to DEO under this Agreement may constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(g) It is Subrecipient's duty to identify any records submitted by Subrecipient to DEO as confidential and exempt from public disclosure if those records contain trade secrets or confidential proprietary business information. Subrecipient waives any claim of exemption if Subrecipient fails to identify the legal basis for each exemption from the requirements of chapter 119, F.S. prior to submitting any such record to DEO.

(7) EMPLOYMENT ELIGIBLITY VERIFICATION

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO's subgrant agreements in excess of nominal value, if applicable, to expressly require Subrecipient to:

1. Utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient during this Agreement term; and,

2. Include in all subcontracts under this Agreement, the 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 term of the subcontract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of Federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

(c) If Subrecipient does not have an E-Verify MOU in effect, Subrecipient shall enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(8) REPORTS

Subrecipient shall provide DEO with all required reports as set forth in Attachment C to this Agreement.

(a) If all required reports and copies are not sent to DEO, or are not completed in a manner acceptable to DEO, DEO may withhold further payments until such reports are completed or DEO may take other action as stated in Paragraph (12) of this Agreement. "Acceptable to DEO," means that the reports were completed in accordance with the Attachments of this Agreement.

(b) Subrecipient shall provide additional program updates, reports, and information as may be required by DEO.

(9) MONITORING

(a) Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement.

(b) In addition to reviews of audits conducted in accordance with Paragraph (5) above, monitoring procedures may include, but are not limited to, on-site visits by DEO staff, limited scope audits, and other procedures.

(c) Subrecipient, and all subcontractors, shall comply with the most recent LIHEAP Program Monitoring Field Manual provided by DEO, and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event that DEO determines that a limited scope review of Subrecipient is appropriate, Subrecipient shall comply with any additional instructions provided by DEO regarding such review.

(d) Subrecipient shall comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General.

(e) DEO will monitor the performance and financial management by Subrecipient throughout the Agreement term to ensure timely completion of all tasks.

(10) INDEMNIFICATION; INDEPENDENT CONTRACTOR STATUS

(a) Unless Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., Subrecipient is fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, or subcontractors, provided, however, that Subrecipient has no affirmative duty to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

Any Subrecipient which is a State agency or subdivision, as defined in section 768.28(2), F.S., shall be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and shall be liable for any damages proximately caused by its acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein may be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(b) For purposes of this Agreement, Subrecipient is an independent contractor and is not an employee or agent of DEO. DEO shall neither have nor exercise any control or direction over the methods by which Subrecipient shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or may be deemed to constitute a partnership or joint venture between the Parties. Subrecipient shall not represent to others that, as Subrecipient, it has the authority to bind DEO unless specifically authorized to do so. Subrecipient shall act as necessary to ensure that each subcontractor is deemed to be an independent contractor

and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DEO or the State of Florida. DEO shall not be responsible for withholding taxes with respect to Subrecipient's compensation hereunder. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida. Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(11) DEFAULT

If any of the following events occur ("Events of Default"), DEO shall have the right to terminate further payment of funds under this Agreement, and DEO may exercise any of its remedies set forth in Paragraph (12) of this Agreement. However, DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by Subrecipient in this Agreement, or any previous agreement with DEO is, or becomes, false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure this adverse change within thirty calendar days from the date written notice is sent by DEO;

(c) If any reports required by this Agreement have not been submitted to DEO or have been submitted with incorrect, incomplete, or insufficient information; or

(d) If Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(12) REMEDIES

If an Event of Default occurs and DEO provides written notice to Subrecipient, DEO may exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, if Subrecipient has not cured the default within thirty calendar days of receipt of written notice of an Event of Default;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all, or any part of, a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. Advise Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
4. Require Subrecipient to reimburse DEO for the amount of costs incurred for any items determined to be ineligible; and

(e) Exercise any other rights or remedies which may be otherwise available under law.

Pursuing any of the above remedies will not limit any of DEO's other remedies, either in this Agreement, or provided at law or in equity. If DEO waives any right or remedy in this Agreement, or fails to insist on strict performance by Subrecipient, it will not affect, extend or waive any other right or remedy of DEO, or affect the later exercise of the same right or remedy by DEO for any other default by Subrecipient.

(13) TERMINATION

(a) DEO may terminate this Agreement for cause with thirty calendar days written notice. Cause includes, but is not limited to: an Event of Default as set forth in Paragraph (11) of this Agreement, misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, failure to cure an Event of Default within thirty calendar days from receipt of the notice, or refusal by Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, F.S., as amended. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Subrecipient shall not be entitled to recover any cancellation charges.

(b) DEO may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing this Agreement would not produce beneficial results in line with the further expenditure of funds, by providing Subrecipient with thirty calendar days prior written notice. Subrecipient shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this Agreement, if authorized in writing. Subrecipient shall not be entitled to recover any cancellation charges.

(c) The Parties may terminate this Agreement for their mutual convenience through a written amendment. The amendment shall state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) If DEO issues a notice of Event of Default, Subrecipient shall stop incurring new obligations upon receipt of the notice. If DEO determines that Subrecipient has cured the Event of Default within the thirty-day cure period, DEO will provide notice to Subrecipient that it may resume incurring new obligations. Costs incurred for new

obligations after receipt of a notice of Event of Default and until receipt of notice that it may resume incurring new obligations will be disallowed. If this Agreement is terminated by DEO because of Subrecipient's breach, such termination shall not relieve Subrecipient of liability under this Agreement. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due DEO from Subrecipient is determined.

(14) NOTICE AND CONTACT

(a) All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing to DEO's Grant Manager and delivered by standard mail or electronic mail using the contact information provided in Subparagraph 14(b) below.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Gerald Durbin, Grant Manager
Department of Economic Opportunity
Division of Community Development
Bureau of Community Assistance
107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120
Email: gerald.durbin@deo.myflorida.com
Phone: 850-717-8458

(c) The name and address of Subrecipient's Representative responsible for the administration of this Agreement is stated in Attachment I of this Agreement.

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Subparagraph (14)(a), above.

(15) SUBCONTRACTS

(a) Subrecipient shall not subcontract any of the work required under this Agreement prior to receiving DEO's confirmation that the proposed subcontract imposes the following requirements on subcontractor:

1. Subcontractor is bound by the terms of this Agreement, and each subcontract shall specifically include the requirements set forth in Paragraph (5) of this Agreement.

2. Subcontractor is bound by all applicable State and Federal laws and regulations;

3. Subcontractor shall indemnify and hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed by law; and

4. Subcontractor shall disclose to Subrecipient and DEO if it is on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.

(b) For each subcontract, Subrecipient shall provide a written statement to DEO as to whether that subcontractor is a certified minority business, as defined in section 287.0943, F.S.

(c) In addition, prior to entering into a contract with any subcontractor to be paid with funds under this Agreement, Subrecipient shall submit to DEO the completed Attachment G to this Agreement.

(16) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties.

(17) ATTACHMENTS AND EXHIBITS

(a) All attachments and exhibits to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following 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 - Subrecipient Information

☒ Attachment J - Budget Summary, Workplan and Deliverables

☒ Attachment K – Budget Detail

☒ Attachment L – Multi-County Fund Distribution

☒ Attachment M - Justification of Advance Payment

(18) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement agreement. DEO shall reimburse Subrecipient for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **One Hundred Ninety Nine Thousand Seven Hundred Forty Dollars and Zero Cents ($199,740)**, subject to the availability of funds and appropriate budget authority. Subrecipient is only authorized to incur costs in an amount not to exceed **One Hundred Fifty One Thousand Four Hundred Three Dollars and Zero Cents ($151,403),** unless otherwise notified in writing by DEO to Subrecipient's contact person identified in Attachment IMonroe, County of. Upon receipt of notification, Subrecipient may incur costs not exceeding the amount set forth in the notification, subject to the terms of this Agreement. Subrecipient shall use the Informal Modification process identified in Attachment B prior to any change in the manner in which Subrecipient incurs costs under this Agreement, including, but not limited to, any changes to Subrecipient's budget.

(b) Any advance payment under this Agreement is subject to section 216.181(16), F.S. The amount which may be advanced may not exceed the expected cash needs of Subrecipient within the first three months of the term of this Agreement. Any advance payment is also subject to the Uniform Guidance and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment M. Attachment M will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(c) Subrecipient shall expend an amount equal to or greater than the amount of the initial advance within the first three months of the term of this Agreement. If Subrecipient has not expended an amount at least equal to the initial advance by the end of the first three months of the term of this Agreement, Subrecipient shall submit a written explanation to DEO.

(d) After any initial advance, payments will be made on a cost-reimbursement basis.

(e) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the State Chief Financial Officer, or under Subparagraph (20)(f) of this Agreement, all obligations on the part of DEO to make any further payment of funds shall terminate, and Subrecipient shall submit its closeout report within thirty calendar days of receiving notice from DEO.

(f) Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(g) Subrecipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to Subrecipient.

(h) Subrecipient shall refund to DEO all funds paid in excess of the amount to which Subrecipient or its subcontractors are entitled under the terms and conditions of this Agreement.

(19) REPAYMENTS

(a) All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Division of Community Development
Bureau of Community Assistance
107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120

In accordance with section 215.34(2), F.S., if a check, or other draft, is returned to DEO for collection, Subrecipient shall pay to DEO a service fee of fifteen dollars and zero cents ($15.00) or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

(b) If Subrecipient's non-compliance with any provision of this Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO may recoup that cost or loss from monies owed to Subrecipient under this Agreement or any other Agreement between Subrecipient and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Subrecipient and any State entity, Subrecipient will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

(20) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted, or provided, by Subrecipient in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes may, at the option of DEO, and within thirty calendar days written notice to Subrecipient, cause the termination of this Agreement and the release of DEO from all its obligations under this Agreement.

(b) This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Paragraph (11), Default, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Subrecipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101, et seq.), and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and is subject to any modification in accordance with chapter 216, F.S., or the Florida Constitution.

(g) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(h) Any bills for travel expenses shall be submitted in accordance with section 112.061, F.S.

(i) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall be returned to DEO.

(j) Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board to discuss, receive recommendations, or take action required pursuant to this Agreement, or the meetings of any subcommittee making recommendations to the governing board regarding matters pursuant to this Agreement. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(k) All unmanufactured and manufactured articles, materials, and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. §8302, unless it would not be in the public interest or unreasonable in cost.

(l) DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. The use of funds under this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch, or any State agency is prohibited pursuant to section 216.347, F.S. Subrecipient shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any

payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kinds. Upon request of DEO's Inspector General, or other authorized State official, Subrecipient shall provide any type of information the Inspector General deems relevant to Subrecipient's integrity or responsibility. Such information may include, but is not limited to, Subrecipient's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Subrecipient shall retain such records for the longer of: (1) five years after the expiration of this Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm.

(m) Subrecipient shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Subrecipient's compliance with the terms of this or any other agreement between Subrecipient and the State which results in the suspension or debarment of Subrecipient. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Subrecipient shall not be responsible for any costs of investigations that do not result in Subrecipient's suspension or debarment.

(n) Public Entity Crime: Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not 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 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. Subrecipient affirms that it is aware of the provisions of section 287.133(2)(a), F.S., and that at no time as Subrecipient been convicted of a Public Entity Crime. Subrecipient shall not violate such law and any conviction during the term of this Agreement may result in the termination of this Agreement in accordance with section 287.133(4), F.S.

(o) Advertising: Subject to chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

(p) Sponsorship: As required by section 286.25, F.S., if Subrecipient is a nongovernmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by [Subrecipient's name] and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" must appear in the same size letters or type as the name of the organization.

(q) Mandatory Disclosure Requirements:

1. Conflict of Interest: This Agreement is subject to chapter 112, F.S. Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subrecipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Subrecipient or its affiliates.

2. Convicted Vendors: Subrecipient shall disclose to DEO if it is on the Convicted Vendor List. A person or affiliate placed on the Convicted Vendor List following a conviction for a Public Entity Crime is prohibited from doing any of the activities listed in Subparagraph (20)(n) above for a period of 36 months from the date of being placed on the Convicted Vendor List.

3. Vendors on Scrutinized Companies Lists: If this Agreement is in the amount of one million dollars and zero cents ($1,000,000.00) or more, in executing this Agreement, Subrecipient certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.

a. Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Subrecipient is found to have submitted a false certification or if Subrecipient is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of this Agreement.

b. If DEO determines that Subrecipient has submitted a false certification, DEO shall provide written notice to Subrecipient. Unless Subrecipient demonstrates in writing, within ninety days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Subrecipient. If DEO's determination is upheld, the Subrecipient will be liable for a civil penalty equal to the greater of two million dollars and zero cents ($2,000,000.00) or twice the amount of this Agreement, and Subrecipient will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Subrecipient.

c. In the event that Federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

4. Discriminatory Vendors: Subrecipient affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Subrecipient been placed on the Discriminatory Vendor List. Subrecipient shall not violate such law during the term of this Agreement. Subrecipient shall disclose to DEO if it appears on the Discriminatory Vendor List. An entity or affiliate placed on the Discriminatory Vendor List pursuant to section 287.134, F.S., may not:

a. Submit a bid on a contract to provide any goods or services to a public entity;

b. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

c. Submit bids on leases of real property to a public entity; or

d. Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

(r) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Subrecipient who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at http://www.dcf.state.fl.us/abuse/report/, or via fax at 1-800-914-0004.

(21) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

(a) Federal grant funds provided under this Agreement may not be used by any Subrecipient or Subcontractor to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources (See 45 C.F.R. Part 93).

(b) Subrecipient certifies, by the authorized representative's signature to this Agreement, that to the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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.

(c) 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, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

(d) Subrecipient shall comply with the requirements of 31 U.S.C. § 1352, and require all subcontractors of subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) to comply with 31 U.S.C. § 1352. In addition, Subrecipient shall ensure that all subawards contain the certification set forth in Subparagraph (21)(b) above and the content of Subparagraph (21)(c) above. Subrecipient shall require that all Subcontractors provide such certifications and, when applicable, submit the completed Disclosure Form to Report Lobbying. 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. Any person who makes an expenditure prohibited by Subparagraph (21)(b) or fails to file or amend the declaration required by Subparagraph (21)(c) shall be subject to a civil penalty of not less than ten thousand dollars and zero cents ($10,000.00) and not more than one hundred thousand dollars and zero cents ($100,000.00) for each such expenditure and such failure.

(22) COPYRIGHT, PATENT AND TRADEMARK

Any, and all, patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. DEO shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of this Agreement.

(23) LEGAL AUTHORIZATION

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that it's governing body has authorized the execution and acceptance of this Agreement. Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

(b) Prior to execution of this Agreement, Subrecipient shall disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Subrecipient (and each subcontractor) in a written statement to DEO's Grant Manager. Thereafter, Subrecipient has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Subrecipient's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

(24) ASSURANCES

Subrecipient shall comply with any Statement of Assurances incorporated as Attachment E.

(25) PURCHASING

(a) Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

(b) Products Available from the Blind or Other Handicapped (RESPECT): In accordance with section 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER

413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

(c) Subrecipient shall procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with section 403.7065, F.S.

(26) SEVERABILITY

If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

*Remainder of this page intentionally left blank*

**STATE OF FLORIDA**

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

**FEDERALLY FUNDED SUBGRANT AGREEMENT**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

**SUBRECIPIENT**

Monroe, County of

(Type Legal Name of Subrecipient)

By: _____

Heather Carruthers, MAYOR

(Type Name and Title Here)

Date: _____

59-6000749

Federal Identification Number

073876757

DUNS* Number

16EA-0F-11-54-01-019

Agreement Number

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Date 1/22/16

**STATE OF FLORIDA**
**DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: _____

_____

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: _____

FY 2016 LIHEAP AGREEMENT
EXHIBIT 1
AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the Subrecipient 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 Subrecipient 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 Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient 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 Subrecipient expends $300,000 ($500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 C.F.R. part 200, entitled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, also known as the Uniform Guidance, 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 C.F.R. 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 Subrecipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Subrecipient (for fiscal years ending September 30, 2004 or thereafter), the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient'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**

None.

**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 Subrecipient 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 Subrecipient 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 Subrecipient 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. Subrecipients, 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 Subrecipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

1. The Subrecipient 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 Subrecipient 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 2016 LIHEAP AGREEMENT**
**EXHIBIT 1-A**
**FUNDING SOURCES**

**FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

| | |
|---|---|
| **Subrecipient's DUNS Registered Name:** | Monroe, County of |
| **Subrecipient's DUNS Number:** | 073876757 |
| **Federal Award Identification Number:** | G-1601FLLIEA |
| **Federal Award Date:** | October 22, 2015 |
| **Subaward Period of Performance Start and End Date:** | March 1, 2016 through March 31, 2017 |
| **Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient:** | $199,740 |
| **Total Amount of the Federal Funds Obligated to the Subrecipient by the pass-through entity including the current obligation:** | $199,740 |
| **Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:** | $199,740 |
| **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):** | Home energy assistance to low income households |
| **Federal Awarding Agency:** | U.S. Department of Health and Human Services; |
| **Pass-Through Entity:** | Florida Department of Economic Opportunity |
| **Contact Information for Awarding Official of Pass-Through Entity:** | Contact: Paula Lemmo, 850-717-8450 |
| **Catalog of Federal Domestic Assistance Number:** | 93.568 |
| **Catalog of Federal Domestic Assistance Title:** | Low Income Home Energy Assistance Program |
| **Research and Development:** | No |
| **Indirect Cost Rate, if applicable:** | N/A % |

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**Federal Program:**

1. Subrecipient shall use the LIHEAP funds to provide energy payment assistance to eligible clients with low income. These funds will be expended in accordance with all attachments to this Agreement, applicable OMB Circulars, and the FFY 2016 LIHEAP State Plan.

2. Subrecipient 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.

**STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Federal Program: **N/A**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project: **N/A**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A**

NOTE: Title 2 C.F.R. § 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 Subrecipient.

| 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient and DEO? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did the Subrecipient 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 Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of title 2 C.F.R. part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of the Subrecipient, 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 |

**FY 2016 LIHEAP AGREEMENT**
**EXHIBIT 3**
**SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST**

| Criteria | | Required Federal Award Identification Information | SUBRECIPIENT INFORMATION |
|---|---|---|---|
| 2 C.F.R. 200.331 (a)(1) | (i) | Subrecipient name (which must match registered name in DUNS); | Monroe, County of |
| | (ii) | Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number); | 073876757 |
| | (iii) | Federal Award Identification Number (FAIN); | G-1601FLLIEA |
| | (iv) | Federal Award Date (see §200.39 Federal award date); | October 22, 2015 |
| | (v) | Subaward Period of Performance Start and End Date; | March 1, 2016 through March 31, 2017 |
| | (vi) | Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient; | $199,740 |
| | (vii) | Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including the current obligation; | $199,740 |
| | (viii) | Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity; | $199,740 |
| | (ix) | Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA); | Home energy assistance to low income households |
| | (x) | Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity | Federal Awarding Agency: U.S. Department of Health and Human Services; Pass Through Entity: Florida Department of Economic Opportunity Contact: Paula Lemmo, 850-717-8450 |
| | (xi) | CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement; | 93.568, Low Income Home Energy Assistance Program; See Exhibit 1-A |
| | (xii) | Identification of whether the award is R&D; and | No |

| | | | |
|---|---|---|---|
| | (xiii) | Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs). | See Exhibit 1-A |
| 2 C.F.R. 200.331 (a)(2) | | All requirements imposed by the pass-through entity on the Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award. | Yes, See Attachments A, B and C |
| 2 C.F.R. 200.331 (a)(3) | | Any additional requirements that the pass-through entity imposes on the Subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports. | Yes, See Attachments A, B and C |
| 2 C.F.R. 200.331 (a)(4) | | An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the Subrecipient (in compliance with this Part), or a de minimis indirect cost rate as defined in § 200.414 Indirect (F&A) costs, paragraph (b) of this Part. | Yes, See Attachments C and K |
| 2 C.F.R. 200.331 (a)(5) | | A requirement that the Subrecipient permit the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§ 200.300 Statutory and national policy requirements through 200.309 Period of performance and Subpart F - Audit Requirements of this Part. | Yes, See Paragraph (5) of this Agreement |
| 2 C.F.R. 200.331 (a)(6) | | Appropriate terms and conditions concerning closeout of the subaward. | Yes, See Attachment C |

Subrecipient shall comply with and, if applicable, ensure all subcontractors comply with, the following requirements:

A. Payment and Deliverables

Subrecipient will be reimbursed monthly for expenditures reported in its Monthly Financial Status Report as described in Attachment C, Reports. Reimbursement will be made by DEO, upon DEO's finding that the Deliverable has been successfully completed.

(1) "Deliverable" is defined as:

a. Certification that Subrecipient operated during its regular business hours as identified in Attachment F, Warranties and Representations.

(2) The Deliverable shall be reported monthly on Subrecipient'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 Subrecipient's Monthly Financial Status Report containing the certification required in Subparagraph A.(1)a. above.

B. Financial Consequences

(1) DEO shall not reimburse any expenditures associated with Deliverables not accepted by DEO as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.

(2) If Subrecipient fails to be open and available for services according to its regular business hours as identified in Attachment F, Warranties and Representations, outside weekends and holidays, Subrecipient shall pay to DEO financial consequences for such failure, unless DEO waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Subrecipient.

(3) Subrecipient's failure will result in an assessment of a financial consequence in the amount of $10.00 per day Subrecipient failed to operate according to its regular business hours, up to a maximum of $100.00.

(4) Subrecipient shall reimburse DEO any amounts found not to have been expended in accordance with 42 U.S.C. §§8621-8630, or DEO may offset such amounts against any other amount to which Subrecipient is or may become entitled to under this Agreement. Any request for reimbursement shall be paid by Subrecipient in accordance with the terms of this Agreement.

(5) Any amounts due under this financial consequence shall be paid by Subrecipient out of non-federal funds.

C. Definitions

(1) Administrative expenses – costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe, rent, utilities, travel, etc. associated with

financial and administrative management of the program.

(2) Applicant – A person or persons who has submitted or requested an application for services.

(3) Application Date - The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Subrecipient's staff. This date shall not be changed.

(4) Application Receipt – The date an Applicant first submits an application for assistance.

(5) Client – An Applicant, household or customer whose application for assistance has been approved.

(6) Crisis Assistance – Assistance provided to an Applicant with no access to, or in danger of losing access to, needed home energy. Subrecipient may provide up to two Crisis Assistance benefits per year.

a. A maximum of one summer Crisis Assistance benefit may be applied to a Client's account during the cooling season, April – September.

b. A maximum of one winter Crisis Assistance benefit may be applied to a Client's account during the heating season, October – March.

c. May be used to pre-pay home energy usage.

(7) Eligible Actions – All applications for Crisis Assistance must be acted upon by Subrecipient with an Eligible Action taken to mediate the crisis within 18 hours of Application Receipt. Eligible Actions include:

a. Approval of application;

b. Denial of application pending further information;

c. Denial of application because Applicant is deemed ineligible;

d. Contact utility vendor to halt power disconnection or interruption in services; or

e. Written referral to, along with providing Applicant assistance in contacting, another agency if LIHEAP funding is not available or the Applicant is ineligible.

(8) Home Energy Assistance – Assistance provided to an Applicant to reduce the Applicant's overall home energy burden. Subrecipient must provide at least one Home Energy Assistance benefit per calendar year.

a. A Client may not receive more than one Home Energy Assistance benefit per calendar year.

b. The benefit is not contingent upon current or past due amounts, and can be used as a direct credit to the Client's account.

c. May be used to pre-pay home energy usage up to the amount the Client is eligible to receive.

d. Must follow the current benefit payment matrix provided by DEO.

(9) Home Energy Crisis – shall be defined as no access or being in immediate danger of losing access to needed home energy because of any of the following:

a. The Applicant's home cooling or heating energy source has been cut off;

b. The Applicant has been notified that the energy source for cooling or heating is going to be cut off;

c. The Applicant has received a notice indicating the energy source is delinquent or past due;

d. The Applicant is unable to get delivery of fuel for heating, is out of fuel for heating, or is in danger of being out of fuel for heating;

e. The Applicant has a bill for which the due date has lapsed; or

f. The Applicant has other problems with lack of cooling or heating in the home, such as needing to pay a deposit, needing a repair or purchase of heating or cooling equipment, or needing interim emergency measures to avoid further crisis.

(10) Outreach Expenses - costs incurred in delivering LIHEAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe, rent, utilities, travel, etc. for those employees performing outreach and intake, costs for advertising, costs for application supplies and storage of client files.

(11) Reasonable Promptness – Means within fifteen (15) working days of Application Receipt.

D. <u>Scope of Work/Program Tasks/Program Requirements</u>

(1) Subrecipient will administer the LIHEAP Program in accordance with information and directives provided in DEO-issued Information Memorandum notifications, DEO-issued policy directives (if any), and this Agreement.

(2) Subrecipient shall conduct outreach activities designed to ensure that eligible households, especially households with elderly or disabled individuals, young children and those with highest home energy burden are made aware of the assistance available under this Agreement.

(3) Subrecipient shall assist each Applicant in securing help through other community resources when LIHEAP funds are not available or are insufficient to meet the emergency home energy needs of an Applicant.

(4) Subrecipient shall maintain the following written policies:

a. A written policy that outlines its procedure and requirements for conducting home visits to home-bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.

b. A written policy to secure Applicants' social security numbers in order to protect their identity. At a minimum, this policy shall address the handling of both paper and electronic records and files. Subrecipient shall, in collecting Applicants' social security numbers, use the Notice Regarding Collection of Social Security Numbers. The Notice shall be signed by the Applicant and maintained in the Client file.

c. A written policy to assure that all energy vendors to which energy assistance payments are made comply with the requirements of Paragraph G of this Attachment A.

d. A written policy on how to document and verify that an Applicant meets the definition of a Home Energy Crisis and is eligible for Crisis Assistance.

e. A written policy to ensure that LIHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.

f. A written policy for determining Applicant's eligibility for receiving benefits under the LIHEAP program.

g. A written appeals and complaint policy that provides an opportunity for a fair administrative hearing to Applicants or Clients whose applications for assistance are denied or whose applications are not acted upon with Reasonable Promptness. Subrecipient shall post its appeal and complaint policy in a prominent place within Subrecipient's office viewable by all Applicants and Clients.

(5) Subrecipient shall, within fifteen (15) working days of the Application Date, furnish a written Notice of Denial and Appeals for each Applicant denied assistance. At a minimum, the written Notice of Denial and Appeals shall contain:

a. Name of Applicant;

b. Date of Application;

c. Type of benefit sought;

d. Reason(s) for denial;

e. Statement on Subrecipient's benefit limits, if applicable;

f. Statement of appeals process;

g. Explanation of the circumstances under which the Applicant may reapply;

h. Explanation of the information or documentation needed for the Applicant to reapply;

i. Name, phone number, and address applicable to the appeal process; and

j. Number of days the Applicant has to file the appeal.

(6) At a minimum, Subrecipient's appeals process must provide an opportunity for an Applicant or Client to file a written appeal or complaint with Subrecipient's Program Supervisor within ten (10) working days of receipt of the written Notice of Denial and Appeal:

a. Upon receipt of a validly filed appeal or complaint, Subrecipient shall respond in writing within ten (10) working days.

b. The Applicant or Client may appeal Subrecipient's first response by filing its objections to the response with Subrecipient's Director, Executive Director or Board Chair, as applicable, within five (5) working days of receipt of the first response.

c. Upon receipt of a validly filed objection to the first response, Subrecipient shall respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the

decision is final, and, if applicable, the circumstances under which the Applicant or Client may re-apply for services.

(7) Subrecipient shall make payments to energy vendors on behalf of eligible Applicants with the "highest home energy needs and lowest household income," which will be determined by taking into account both the energy burden and the unique situation of such Applicants that results from having members of vulnerable populations, including very young children, the disabled, and frail older individuals.

(8) Subrecipient shall enter into a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in its service area. The MOU will detail cooperative efforts and shall describe the actions that will be taken by both parties to assure coordination, partnership, and referrals. The Subrecipient shall review and renew the MOU at least every five years. Subrecipient, in coordination with the local WAP agency, shall develop a system by which LIHEAP Clients who have received more than three LIHEAP benefits in the last 18 months and who are homeowners, are referred to the WAP provider. Subrecipient shall maintain records sufficient to document referrals.

(9) Subrecipient shall enter into an MOU with service area Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers. The MOU will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The Subrecipient shall review and renew the MOU at least every five years. The MOU will detail how LIHEAP and EHEAP records (for households with elderly members) will be checked to avoid duplicate Crisis Assistance payments during the same season. Subrecipient shall maintain records sufficient to document coordination.

(10) Subrecipients serving multi-county areas shall provide DEO with a description of how direct client assistance funds will be allocated among the counties. The allocation methodology must be based at least in part on the 150% of poverty population within each of the counties served. This information must be reported in Attachment L to this Agreement.

(11) Subrecipient shall agree to treat owners and renters equitably under the Agreement.

(12) Subrecipient shall not charge Applicants a fee or accept donations from an Applicant to provide LIHEAP benefits. Subrecipient shall post the following statements in a prominent place visible to all Applicants and Clients: No money, cash or checks, will be requested or accepted from Applicants or Clients for LIHEAP services of any kind. If an employee asks for money, report this to the agency Executive Director or Department Head.

(13) Subrecipient shall have a physical location and operate during hours available to Applicants and in accordance with the days and times as described in Attachment F, Warranties and Representations.

(14) Subrecipient shall refund to DEO, with non-federal funds, all funds incorrectly paid on behalf of Clients that

cannot be collected from the Client.

(15)Subrecipient shall have appropriate staff attend training sessions scheduled by DEO to cover LIHEAP policies and procedures.

(16)Subrecipient shall furnish training for all staff members assigned responsibilities within the program.

(17)Subrecipient shall be in a position to accept applications after execution of this Agreement, and adequate funding is provided. Subrecipient shall continue taking applications until this Agreement expires or funds are exhausted, whichever comes first.

(18)Subrecipient shall comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and maintaining an active and current profile in the Central Contractor Registration (CCR) (www.ccr.gov).

(19)Subrecipient shall publish and publicize its local outreach office telephone number, as well as the days and times the outreach office is open. If applicable for the area served, Subrecipient shall have a toll-free telephone number.

E. **Client Services and Benefits**

(1) Subrecipient shall provide LIHEAP Home Energy Assistance benefits based on the state-provided LIHEAP Payment Matrix. The benefit amount is based on the household's income level as compared to the National Poverty Guidelines.

(2) The following maximum benefits will be available to eligible Applicants:

a. One non-crisis Home Energy Benefit per twelve (12) month period;

b. One summer energy-related Crisis Assistance benefit between April 1 and September 30 each year; and

c. One winter energy-related Crisis Assistance benefit between October 1 and March 31 each year.

(3) Based on local need for LIHEAP services and other non-LIHEAP energy assistance resources in its service area, Subrecipient may limit Crisis Assistance benefits to less than those stated in Paragraph E.(2) of this Attachment A, but not less than one Crisis Assistance benefit per year.

(4) Subrecipient shall determine the correct amount of each Crisis Assistance benefit based on the minimum necessary to resolve the crisis, but not more than the maximum set by DEO. The maximum crisis benefit is $600.00 per Applicant per season.

(5) When the Applicant is in a crisis situation (life threatening or non-life threatening), Subrecipient shall take one or more Eligible Actions that will resolve the emergency situation within eighteen (18) hours of Application Receipt for a Crisis Assistance benefit, and document the Client file with which Eligible Action was used.

(6) For all approved applications, Subrecipient shall make payments to vendors on behalf of approved Applicants no more than forty-five (45) calendar days from the Application Date.

(7) Subrecipient shall, within fifteen (15) working days of the Application Date, furnish in writing to each approved Applicant a Notice of Approval and Appeals which includes:

a. Type and amount of assistance;

b. Name of the energy vendor to be paid on the Client's behalf;

c. The next date when the Client will be eligible to apply for further assistance; and

d. Subrecipient's Appeal policy.

(8) For Crisis Assistance Applicants, Subrecipient shall compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate Crisis Assistance payments during the same eligibility period, and maintain documentation sufficient to ensure compliance with this requirement.

(9) Applicant eligibility shall be based on the following factors:

a. Subrecipient may only assist Applicants who are, or were, residing in its LIHEAP service area at the time the home energy costs were incurred.

b. The Applicant must complete an application and return all required information and verification to Subrecipient or subcontractor.

c. The Applicant must provide a utility, or fuel, bill verifying an obligation to pay home energy costs.

d. The Applicant must have a total gross household income of not more than 150% of the current OMB federal poverty level for their household's size.

e. To receive a Crisis Assistance benefit, the Applicant must meet the requirements of having a verifiable Home Energy Crisis as this term is defined in Paragraph C.6. of this Attachment A.

f. If the Applicant lives in government subsidized housing, Subrecipient shall determine if all or part of Applicant's utility costs are paid directly or indirectly by the government and then take the following appropriate action:

1. Subrecipient shall not provide assistance to an Applicant if Applicant's home heating and cooling costs are totally included in Applicant's rent and Applicant has no obligation to pay any portion of the costs.

2. <u>For Crisis Assistance Only</u>: If the Applicant receives an energy subsidy through Section 8 or a Public Housing Authority, then Subrecipient shall subtract the amount of the subsidy available to the Applicant during the period covered by the utility bill from the allowable LIHEAP crisis benefit calculated for the household.

3. For Home Energy Assistance Only: If utility costs are not paid directly or indirectly by a government entity, the Applicant is eligible for a Home Energy Assistance benefit with no deductions at the same level as other Applicants.

g. The Applicant must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.

h. The Applicant must not be a student living in a dormitory.

(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, whichever is lower.

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 as set forth in the Poverty Income Guidelines.

d. If an Applicant cannot document household income and does not receive food stamps, the Subrecipient shall accept a signed self-declaration of income statement that adequately explains exceptional circumstances and gives the amount of the Applicant's income.

e. No household may be excluded solely on the basis of income if the household income is less than 110% of the poverty level.

F. Client Records

Subrecipient shall 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, Subrecipient's representative, and supervisory staff.

G. Energy Vendor Relations

(1) Unless special circumstances exist which permit Subrecipient to make a payment in the form of a two-party check made payable to the Client and the energy vendor, Subrecipient shall negotiate and maintain written agreements (the "Vendor Agreement") with energy vendors which must at a minimum include:

a. The beginning and ending date of the Vendor Agreement.

b. The Subrecipient's representative(s) authorized to resolve a crisis situation and make a payment commitment on behalf of a Client.

c. The energy vendor's representative(s) authorized to resolve a crisis.

d. A description of how Subrecipient shall make energy payments directly to the energy vendor on behalf of LIHEAP Clients.

e. Assurances from the energy vendor that no household receiving LIHEAP assistance will be treated adversely by the energy vendor because of such assistance under applicable provisions of state law or public regulatory requirements.

f. Assurances from the energy vendor that it will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.

g. A statement that only energy related elements of a utility bill are to be paid. No water or sewage charges may be paid except if required by the energy vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the Client or Subrecipient.

h. A statement that Subrecipient may not pay for charges that result from illegal activities such as a bad check or meter tampering. A statement that the energy vendor is aware that those charges are the responsibility of the Client.

i. A statement that the energy vendor is aware that when the benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.

j. Details on how the energy vendor will assist Subrecipient in verifying the LIHEAP Client's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the amount necessary to resolve the crisis situation.

k. Subrecipient's commitment to make payment to the energy vendor no more than forty-five (45) calendar days from the Application Date.

l. A statement that the energy vendor is aware that if LIHEAP payments made to the energy vendor cannot be applied to the Client's account, the funds will be returned to Subrecipient or, with Subrecipient's approval, applied to another eligible Client's account.

m. An assurance that the Subrecipient shall collect signed Authorization for Release of General and/or Confidential Information for LIHEAP Data from each eligible Applicant and ensure the signed releases are available for inspection by the energy vendor.

n. An assurance that the energy vendor is aware that as long as signed Authorization for Release of General and/or Confidential Information for LIHEAP Data are collected and available, the energy vendor will provide the requested customer data to DEO.

(2) The energy vendor must be in "active" status with the State of Florida: http://sunbiz.org/search.html and the energy vendor's name must be checked on SAMS at https://www.sam.gov. The name on the Vendor Agreement must match the legal business name on the State of Florida website. Municipal providers are excluded from this requirement.

(3) The Vendor Agreement must be reviewed by both parties at least every two years.

(4) The Vendor Agreement must be signed by upper level management of both Subrecipient and the energy vendor authorized to enter into such commitments.

**FY 2016 LIHEAP AGREEMENT**
**ATTACHMENT B**
**PROGRAM STATUTES AND REGULATIONS**

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The applicable documents governing service provision regulations are in the Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35), as amended, and the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2 C.F.R., Part 200" (hereinafter referred to as the "Uniform Guidance"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 31 C.F.R. 31.2 and 48 C.F.R. 931.2. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement) and the following Federal Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are also applicable under this Agreement.

1. Part 16 – Procedures of the Departmental Grant Appeals Board;
2. Part 30 - Claims Collection;
3. Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
4. Part 81 - Practice and procedure for hearings under Part 80 of this Title;
5. Part 84 – Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
6. Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
7. Part 87 – Equal Treatment for Faith Based Organizations;
8. Part 91 - Nondiscrimination on the Basis of Age in programs or activities receiving Federal Financial Assistance from HHS;
9. Part 93 - New restrictions on lobbying;
10. Part 96 - Block Grants;
11. Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities;

B. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY

As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in

part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and Subrecipients of Federal research grants, shall clearly state:

1. the percentage of the total costs of the program or project which will be financed with Federal money,
2. the dollar amount of Federal funds for the project or program, and
3. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

C. INTEREST FROM CASH ADVANCES

Subrecipients shall invest cash advances in compliance with section .21(h)(2)(i) of the Common Rule and 2 C.F.R. 200.305, Payment.

D. PROGRAM INCOME

Subrecipient may reapply program income for eligible program projects or objectives. The amount of program income and its disposition must be reported to DEO at the time of submission of the final close-out report.

E. INFORMAL MODIFICATIONS

No expenditure in excess of the amount funded under this Agreement at the time the expenditure is incurred will be valid. Increases in funding are only valid by formal modification as described in Paragraph (4) of this Agreement. Subrecipient shall submit all Modifications of Attachments I, J, K, and L in accordance with the following process:

(1) Subrecipient shall use a DEO-approved Informal Modification package.

(2) In Attachments J and K, only unobligated funds may be transferred from one line item to another line item.

(3) Except when an Informal Modification pertains to a weather-related modification, each modified line item must continue to meet all contractual minimum and maximum percentage budget requirements.

(4) Any request for modification to increase or decrease any line item that is not submitted to DEO for approval thirty calendar days prior to the anticipated implementation date may result in reimbursement delays.

(5) Subrecipient shall submit to DEO a letter of explanation for the modifications made and a completed modification package, including Amended Attachments I, J, K, and L, as applicable. The Modification must be signed by Subrecipient. Prior to the submission of a Financial Status Report in which the changes are implemented, DEO must accept and sign the Modification.

(6) Upon approval by DEO, Subrecipient's budget detail will be revised in DEO's electronic payment system.

(7) None of the budget transfers may violate this Agreement or the Uniform Guidance, and if Subrecipient is a for-profit entity, all budget transfers must comply with 31 C.F.R. Subpart 31.2 and 48 C.F.R. Subpart 931.2.

F. BONDING

(1) Non-Profit Organizations: Subrecipient shall purchase a blanket fidelity bond covering all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee and agent up to an amount equal to at least one-half of the total LIHEAP agreement amount. Subrecipient shall submit documentation prior to execution of this Agreement.

(2) Local Governments: Subrecipient shall purchase a fidelity bond in accordance with section 113.07, F.S. The fidelity bond must cover all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Subrecipient shall submit documentation prior to execution of this Agreement.

G. MONITORING

(1) DEO shall conduct a full onsite review of Subrecipient at least once during each three-year period. Subrecipient shall allow DEO to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Subrecipient contracts to carry out program activities.

(2) DEO shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by DEO of Subrecipient need.

(3) DEO shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and federal funding agency.

H. OTHER PROVISIONS

(1) Subrecipient shall budget a minimum of twenty-five percent (25%) of the total Agreement funds for Home Energy Assistance.

(2) Subrecipient shall budget a minimum of two percent (2%) of the total Agreement funds for Weather Related/Supply Shortage emergency assistance. These funds must be held in this budget line item category until December 15 of the program year for use in response to a possible disaster. These funds will only be used during state or federal emergencies declared officially by the President, the Governor, or the Executive Director of DEO. In the event of an emergency being officially declared, if Subrecipient or DEO finds that two percent (2%) of the Weather Related/Supply Shortage emergency

assistance budget is not sufficient to meet the emergency, Subrecipient may draw on other Agreement categories, up to fifty percent (50%) of the total Agreement budget, without additional written authorization. When funds are distributed for a weather-related/supply shortage emergency, DEO will provide binding directives as to the allowable expenditures of the funds. After December 15, if no emergency has been declared, DEO will release the funds and Subrecipient will allocate these funds to the crisis or home energy category of the program through a budget modification which can be completed following the Informal Modification process set out in Paragraph E of this Attachment B. Subrecipient shall comply with these directives or agree that these funds will remain with DEO.

(3) In addition to the record keeping, public records, and audit requirements contained in Sections (5) and (6) of this Agreement, the books, records, and documents required under this Agreement must also be available for copying and mechanical reproduction on or off the premises of Subrecipient.

(4) If the U.S. Department of Health and Human Services initiates a hearing regarding the expenditure of funds provided under this Agreement, Subrecipient shall cooperate with, and upon DEO's written request, participate with DEO in the hearing.

(5) Subrecipient shall maintain records sufficient to allow DEO to determine compliance with the requirements and objectives of Attachment A and all other applicable laws and regulations.

**FY 2016 LIHEAP AGREEMENT**
**ATTACHMENT C**
**REPORTS**

A. Annual reports

(1) Close-out Report: The LIHEAP Close-Out Report is due forty-five calendar days after termination of the Agreement or forty-five calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the forty-fifth calendar day falls on a weekend day or holiday, the Close-Out Report will be due on the next business day. Subrecipient shall submit original signed documents to DEO that include, at a minimum, the Close-Out Cover Sheet, the LIHEAP Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.

(2) IRS Form 990: Subrecipients that are below the $750,000 threshold for all Federal awards in its fiscal year, are non-profit entities, and exempt from the federal single audit act requirements, shall submit with its Agreement proposal a copy of its most recent IRS Form 990.

(3) Annual Performance Measures Client and Household Data Report: The Annual Performance Measures Client and Household Data Report is due on October 21 of each year and shall cover the period of October 1 through September 30 of each year. If October 21 falls on a weekend day or holiday, the Report shall be due on the next business day. Subrecipient shall submit the report as instructed by DEO.

B. Quarterly Reports: For each county Subrecipient serves, the LIHEAP Household Quarterly Program Report must be provided to DEO no later than twenty-one calendar days following the end of the quarter. For the purposes of this Agreement, the ending dates of the quarters are June 30, September 30, December 31 and March 31. In the event the twenty-first calendar day of the month falls on a weekend day or holiday, the Quarterly Report shall be due no later than the next business day.

C. Monthly reports: Subrecipient shall provide the LIHEAP Monthly Financial Status Report to DEO no later than the twenty-first day of each month following the end of the reporting month in which funds were expended. Subrecipient shall submit the report regardless of whether funds were expended. DEO will make its determination whether to reimburse Subrecipient's costs based on Subrecipient's successful completion of deliverables, as evidenced by information contained in this report. Only with prior approval by DEO will more than one reimbursement be processed for any calendar month. The Monthly Financial Status Report must be submitted in DEO's current electronic financial management system and a signed copy submitted via facsimile or electronic mail by the due date. In the event the twenty-first day of the month falls on a weekend

day or holiday, the Monthly Financial Status Report shall be due on the next business day.

(1) Each Monthly Financial Status Report shall contain the following information:

a. All expenditures that occurred during the reporting month;

b. The amount of reimbursement requested;

c. The number of benefits provided; and

d. An attestation, signed by an authorized signatory, that Subrecipient was open and operating during its reported business hours.

(2) All Monthly Financial Status Reports shall be signed and dated.

(3) DEO shall review each Monthly Financial Status Report for compliance with the requirements as stated in Attachment A of this Agreement.

D. Monitoring Report Responses: Subrecipient shall provide a written response to DEO for all monitoring report findings or concerns no later than thirty-five calendar days from the date of the original monitoring report. DEO shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the thirty-fifth day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for DEO's review and approval.

E. Cost Allocation Plan: Per 2 C.F.R. 200.405, Subrecipients are required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. To document this, Subrecipients must submit copies of their written Cost Allocation Plan to DEO with this Agreement.

F. Indirect Cost Rate Proposal: Per 2 C.F.R. 200.331(a)(4), Subrecipients of federal awards are required to have an approved, federally recognized indirect cost rate, negotiated between the Subrecipient and the Federal Government. If no such rate exists, then the Subrecipient shall have either a rate negotiated with DEO (in compliance with 2 C.F.R. Part 200), or a de minimis indirect cost rate as defined in 2 C.F.R. 200.414(f). Subrecipient shall submit its current Indirect Cost Rate Proposal to DEO with this Agreement. If Subrecipient chooses to use the de-minimis rate, Subrecipient shall make sure it is entitled to use that rate and include a statement to that effect. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge an indirect cost rate.

G. Other reports: Upon reasonable notice, Subrecipient shall provide such additional program updates, reports, and information as may be required by DEO, including supporting or source documentation for any reports identified above in this Attachment.

H. Reports must be submitted to the DEO Grant Manager as stated in Paragraph (14) of this Agreement.

**FY 2016 LIHEAP AGREEMENT**
**ATTACHMENT D**
**PROPERTY MANAGEMENT AND PROCUREMENT**

Subrecipient shall comply with property management standards for non-expendable property equivalent, at a minimum, as provided in 2 C.F.R. 200.313, Equipment, 2 C.F.R. 200.314, Supplies, and the awarding federal agency's "Common Rule."

A. All property purchased under this Agreement must be inventoried annually and an inventory report must be made available to DEO upon request.

B. All property purchased under this Agreement must be listed on the property records of Subrecipient. Said listing must include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number and information on the location, use and condition, transfer, replacement or disposition of the property.

C. Title (Ownership) to all non-expendable property acquired with funds from this Agreement must be vested in DEO upon completion or termination of the Agreement.

D. Subrecipient shall comply with Section 507 of Public Law 103-333. As stated in this section, it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

**FY 2016 LIHEAP AGREEMENT**
**ATTACHMENT E**
**STATEMENT OF ASSURANCES**

A. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share of part of this Agreement or to any benefit to arise from the same.

B. Interest of Members, Officers, or Employees of Subrecipient, Members of Local Governing Body, or Other Public Officials.

No member, officer, or employee of Subrecipient, or its delegates or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, may have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Subrecipient shall incorporate or cause to be incorporated in all such Agreements, a provision prohibiting such interest pursuant to the purposes of this subsection. No board member, officer or employee will be permitted to receive any remuneration or gift in any amount. Board members may receive travel expenses in accordance with section 112.061, F. S.

C. Nepotism

Subrecipient shall abide by the provisions of section 112.3135, F. S., pertaining to nepotism in its performance under this Agreement

D. LIHEAP Assurances

Subrecipient hereby assures and certifies as a condition of receipt of LIHEAP funds, that it, and its subcontractors, shall comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of LIHEAP funds, Subrecipient assures and certifies that:

(1) Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body, including all assurances contained herein.

(2) Subrecipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard the assets of the agency, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with prescribed management policies of the agency.

(3) Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate

compliance with the law.

(4) Subrecipient will give DEO, the Auditor General, or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the grant, including those of any sub-contractor.

(5) Subrecipient will comply with all of the provisions and practices outlined in DEO's most current LIHEAP Program Monitoring Field Manual.

(6) Subrecipient will comply with non-discrimination provisions, in accordance with Florida Statutes; Section 677 of P.L. 97-35; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.

(7) Subrecipient will comply with section 2609 of Public Law 97-35, as amended, which prohibits use of LIHEAP funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.

(8) The LIHEAP application and all its attachments, including budget data, are true and correct.

(9) Subrecipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.

(10) Administration of this program has been approved by Subrecipient's governing body by official action, and the officer who signs it is duly authorized to sign this Agreement.

(11) Subrecipient shall comply with Title X, Part C of Public Law 103-227, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Subrecipient shall include the above language in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

(12) Subrecipient certifies that it will or will continue to provide a drug-free workplace as set forth by the regulations implementing the Drug-Free Workplace Act of 1988: 45 C.F.R. part 76, subpart F, Sections 76.630(c) and (d)(2).

A. Financial Management

Subrecipient warrants that its financial management system shall provide the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, un-obligated balances, assets, outlays, income, and interest.

(3) Effective control over and accountability for all funds, property, and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information shall be related to performance and unit cost data.

(5) Written procedures for determining whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

B. Competition

Subrecipient warrants the following:

(1) All procurement transactions shall be done in a manner to provide open and free competition.

(2) Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements.

(3) Awards shall be made to the bidder, or offeror, whose bid, or offer, is responsive to the solicitation and is most advantageous to Subrecipient, considering the price, quality, and other factors.

(4) Solicitations shall clearly set forth all requirements that the bidder, or offeror, must fulfill in order for the bid, or offer, to be evaluated by Subrecipient. Any and all bids or offers may be rejected when it is in Subrecipient's interest to do so.

C. Codes of Conduct

Subrecipient warrants the following:

(1) Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.

(3) The officers, employees, and agents of Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts.

(4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of Subrecipient.

D. Business Hours

Subrecipient warrants that it shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, on (days) ( MONDAY ) through ( FRIDAY ), and from (times) ( 8AM ) to ( 5PM ).

E. Licensing and Permitting

Subrecipient warrants that all subcontractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

**FY 2016 LIHEAP AGREEMENT**
**ATTACHMENT G**
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

NOTE: Prior to issuing subawards or subcontracts under this Agreement, Subrecipient shall consult the System for Award Management (SAM) to ensure that organizations under funding consideration are not ineligible. The list is available on the Web at https://www.sam.gov.

A. If the Subrecipient will not issue any subawards or subcontracts under this Agreement, the Subrecipient shall mark here that this Attachment G is Not Applicable: X - Not Applicable

B. If the Subrecipient will issue subawards or subcontracts under this Agreement, the Subrecipient shall complete the following information for each subcontractor:

1. The prospective subcontractor of Subrecipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____ _____
(Type Name) Subrecipient's Name

By_____
Signature

_____ _____
Name & Title DEO Agreement Number

_____
Street Address

_____
City, State, Zip

_____
Date

**ATTACHMENT H**

**Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))**
**2 C.F.R. 175.15, Award Term**

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
   i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   ii. Procure a commercial sex act during the period of time that the award is in effect; or
   iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --
   i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
   ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either,
      A. Associated with performance under this award; or
      B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 C.F.R. part 180 (e.g., "2 C.F.R. part XX")].

b. Provision applicable to a recipient other than a private entity. We, as the Federal awarding agency, may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
   i. Associated with performance under this award; or
   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our

agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 C.F.R. part 180 (e.g., "2 C.F.R. part XX")].

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
   ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
   ii. Includes:
      A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
      B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

# FY 2016 LIHEAP AGREEMENT
# ATTACHMENT I
# SUBRECIPIENT INFORMATION

**FEDERAL FISCAL YEAR:** 2016 **AGREEMENT PERIOD:** March 1, 2016 through March 31, 2017

Instructions: Complete the blanks highlighted in yellow. For item III, put an "X" in whichever highlighted box applies to your agency.

**I. SUBRECIPIENT:** COUNTY OF MONROE **AGREEMENT #:** 16EA-0F-11-54-01-019

**II. Agreement Amount:** $199,740.00 **Total Direct Client Assistance:** $4,000.00

**III. SUBRECIPIENT CATEGORY:** ☐ Non-Profit ☒ Local Government ☐ State Agency

**IV. COUNTY(IES) TO BE SERVED WITH THESE FUNDS:**

MONROE

**V. GENERAL ADMINISTRATIVE INFORMATION**

**a. Subrecipient County Location:** MONROE

**b. Executive Director or Chief Administrator:** SHERYL GRAHAM

Address: 1100 SIMONTON ST 2-257 City: KEY WEST , FL Zipcode: 33040
Telephone: 305-292-4511 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: HEATHER CARRUTHERS Title: MAYOR
Address*: 500 WHITEHEAD ST SUITE 102 City: KEY WEST , FL Zipcode: 33040
Telephone: 305-292-3430 Fax: 305-292-3466 Email: boccdis3@monroecounty-fl.gov
** 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 STREET City: KEY WEST , FL Zipcode: 33040

**e. Subrecipient Contacts:**

1. Program: Name: SHERYL GRAHAM Title: SR DIRECTOR, SOCIAL SERVICES
Address: 1100 SIMONTON ST 2-257 City: KEY WEST , FL Zipcode: 33040
Telephone: 305-292-4511 Fax: 305-295-4359
Cell: Email: graham-sheryl@monroecounty-fl.gov

2. Fiscal: Name: AMY HEAVILIN Title: DEPUTY CLERK
Address: 500 WHITEHEAD STREET City: KEY WEST , FL Zipcode: 33040
Telephone: 305-292-3560 Fax:
Cell: Email:

**f. Person(s) authorized to sign reports:**

Name: SHERYL GRAHAM Title: SR DIRECTOR, SOCIAL SERVICES
Name: KIM WILKES WEAN Title: COMPLIANCE MANAGER
Name: Title:

**g. Subrecipient's FEID Number:** **h. Subrecipient's DUNS Number:** 73876757
DUNS Number Must Be Nine Digits ▲

**VI. SUBRECIPIENT FISCAL YEAR:** OCTOBER 1ST thru SEPTEMBER 30TH

**FY 2016 LIHEAP AGREEMENT**
**ATTACHMENT J**
**BUDGET SUMMARY, WORKPLAN, AND DELIVERABLES**

**SUBRECIPIENT:** COUNTY OF MONROE **AGREEMENT #:** 16EA-0F-11-54-01-019

*Instructions: Enter the appropriate figures in the boxes highlighted in yellow. Use only whole dollar amounts; no cents.*

***SECTION I: Budget Summary***

| | LIHEAP FUNDS ONLY | | BUDGETED AMOUNT |
|---|---|---|---|
| 1 | LIHEAP FUNDS | | $199,740.00 |
| **ADMINISTRATIVE EXPENSES** | | | |
| 2 | Salaries including Fringe, Rent, Utilities, Travel, Other (Total cannot exceed 8.5% of Line 1; round down if needed.) * | | $16,977.00 |
| | *Maximum Administrative Expense:* | $16,977.90 | |
| **OUTREACH EXPENSES** | | | |
| 3 | Salaries including Fringe, Rent, Utilities, Travel, Other (Total cannot exceed 15% of the difference between Line 1 & Line 2 (Line 1 minus Line 2 times .15; round down if needed) * | | $28,445.00 |
| | *Maximum Outreach Expense:* | $27,414.45 | |
| **DIRECT CLIENT ASSISTANCE** | | | |
| 4 | **Home Energy Assistance** (Must be at least 25% of Line 1; round up if needed) | | $75,000.00 |
| | *25% Minimum Calculation:* | $49,935.00 | |
| 5 | **Crisis Assistance** | | $75,318.00 |
| 6 | **Weather Related / Supply Shortage / Disaster** (Must be at least 2% of line 1; round up if needed.) | | $4,000.00 |
| | *2% Minimum Calculation:* | $3,994.80 | |
| 7 | TOTAL DIRECT CLIENT ASSISTANCE (Lines 4 + 5 + 6) | | $154,318.00 |
| 8 | **GRAND TOTAL ALL EXPENSES** (Lines 2 + 3 + 7) | | $199,740.00 |

***SECTION II: Workplan and Deliverables***

| Type of Assistance | Estimated # of Benefits to be Provided | Estimated Cost Per Benefit | Estimated Expenditures** (Est # x Est $) |
|---|---|---|---|
| **Summer Home Energy** | 125 | $300.00 | $37,500.00 |
| **Winter Home Energy** | 125 | $300.00 | $37,500.00 |
| **Summer Crisis** | 161 | $226.04 | $36,392.44 |
| **Winter Crisis** | 173 | $225.00 | $38,925.00 |
| **Weather Related/Supply Shortage** | 15 | $266.67 | $4,000.05 |
| **TOTAL** | 599 | | $154,317.49 |

| * If less than 8.5% of Line 1 is budgeted for Administrative Expenses, the Recipient may increase the Outreach Expenses. The total Administrative Expenses plus the total Outreach Expenses may not exceed the sum of the original maximum allowed for each of these line items. | | | |
|---|---|---|---|
| Total of Line 2 plus Line 3 may not exceed: | $44,392.35 | Line 2 + Line 3 = | $45,422.00 |

** Estimated Expenditues given in the Assistance Plan must agree with the corresponding values on Lines 4-7.

**FY 2016 LIHEAP AGREEMENT**
**ATTACHMENT K**
**ADMINISTRATIVE AND OUTREACH EXPENSE BUDGET DETAIL (Lines 2-3 of Attachmant J)**

**SUBRECIPIENT:** COUNTY OF MONROE **AGREEMENT #:** 16EA-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 |
|---|---|---|---|
| | **ADMINISTRATIVE EXPENSES:** | | |
| | SALARY: SR. DIRECTOR | | 6,774.00 |
| | 5% LIHEAP, 15% CCE, 20% MCT, 4% C1, 4% C2, 32% GENERAL REVENUE, 20% WAP | | |
| | 104 HOURS X $65.13/HR LOADED WITH FRINGE | | |
| | | | |
| | SALARY: SR. COMPLIANCE MANAGER | | 4,234.00 |
| | 5% LIHEAP, 40% CCE, 5% MCT, 5% ADI, 5% CCDA, 5% C1, 5% C2, 30% GENERAL REVENUE | | |
| | 104 HOURS X $40.71/HR LOADED WITH FRINGE | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | MISC OTHER: | | |
| | 1) PHONE, POSTAGE, FREIGHT | $269.00 | |
| | 2) PRINTING AND BINDING SUPPLIES | $1000.00 | |
| | 3) OFFICE SUPPLIES | $600.00 | |
| | 4) OPERATING SUPPLIES | $600.00 | |
| | 5) MAINTENANCE AGREEMENT | $2,500.00 | |
| | (annual fee for maintaining internal data client tracking system) | | |
| | TRAVEL: 1 person to the annual FACA training conference (airfare, meals, per diem) | | 1,000.00 |
| | **TOTAL ADMINISTRATIVE EXPENSES:** | | **16,977.00** |
| | | | |
| | **OUTREACH EXPENSES:** | | |
| | SALARY: FULL TIME CASE MANAGER (INTAKE, ELIGIBILITY, PROCESS CASES) | | 9,394.00 |
| | 15% LIHEAP, 85% GENERAL REVENUE | | |
| | 312 HRS X $30.11/HR LOADED WITH FRINGE | | |
| | | | |
| | SALARY: STAFF ASSISTANTS- TWO (INTAKE, ELIGIBILITY) | $8,253.00 X 2 EMPLOYEES | 16,506.00 |
| | 20% LIHEAP, 80% GENERAL REVENUE | | |
| | 416 HRS X $19.84/HR LOADED WITH FRINGE | | |
| | | | |
| | 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 | | 600.00 |
| | POSTAGE FOR MAIL OUTS | | 500.00 |
| | | | |
| | **TOTAL OUTREACH EXPENSES:** | | **28,445.00** |
| | | | |
| | | | |
| | **DIRECT CLIENT ASSISTANCE:** | | |
| | HOME ENERGY | | 49,935.00 |
| | CRISIS | | |
| | WEATHER | | 4,000.00 |
| | | | |
| | **TOTAL CLIENT ASSISTANCE** | | |
| | | | |
| | | | |
| | | | |

**FY 2016 LIHEAP AGREEMENT**
**ATTACHMENT L**
**MULTI-COUNTY FUND DISTRIBUTION**

**SUBRECIPIENT:** COUNTY OF MONROE **AGREEMENT #:** 16EA-0F-11-54-01-019

Number of Counties to be Served with this agreement: 1

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: | |

**County Distribution Table (see Instructions Tabs for assistance completing this table)**

| COUNTY | 150% POVERTY POPULATION | COUNTY'S % OF POVERTY POPULATION IN SERVICE AREA | TOTAL DIRECT CLIENT ASSISTANCE $154,318.00 COUNTY ALLOCATION | % OF AGENCY'S DIRECT CLIENT ASSISTANCE DOLLARS ALLOCATED TO THIS COUNTY |
|---|---|---|---|---|
| MONROE | | | | |
| | 0 | | $0.00 | |
| | 0 | | $0.00 | |
| | 0 | | $0.00 | |
| | 0 | | $0.00 | |
| | 0 | | $0.00 | |
| | 0 | | $0.00 | |
| | 0 | | $0.00 | |
| | 0 | | $0.00 | |
| | 0 | | $0.00 | |
| | 0 | | $0.00 | |
| | 0 | | $0.00 | |
| **Total Budgeted Direct Client Assistance*** | **0** | **0%** | **$0.00** | **0.00%** |

** Total County Allocation must be equal to Total Direct Client Assistance (Attachment J, Budget Summary and Workplan, Line 7).*

**FY 2016 LIHEAP AGREEMENT**
**ATTACHMENT M**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUBRECIPIENT:** COUNTY OF MONROE **AGREEMENT #:** 16EA-0F-11-54-01-019

Any advance payment under this Agreement is subject to s. 216.181 (16)(a)(b), Florida Statutes and Paragraph (18) of this Agreement

***The Recipient shall invest cash advances in compliance with section 200.449 of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Attachment B, Section C of this Agreement.*** Check the applicable box below (check only one).

[X] **NO ADVANCE REQUESTED**

No advance payment is being requested. Payment will be made solely on a reimbursement basis. No additional information is required.

[ ] **ADVANCE REQUESTED**

Advance payment of _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

## ADVANCE REQUEST WORKSHEET

If an advance is requested, complete the following worksheet by filling in the cells highlighted in yellow.

| | DESCRIPTION | (A) FY 2013 | (B) FY 2014 | (C) FY 2015 | (D) Total |
|---|---|---|---|---|---|
| 1 | TOTAL ALLOCATION (Includes any base increases and carryforward dollars) | $0.00 | $0.00 | $0.00 | $0.00 |
| 2 | FIRST TWO MONTHS OF EXPENDITURES | $0.00 | $0.00 | $0.00 | $0.00 |
| 3 | AVERAGE PERCENT EXPENDED IN FIRST TWO MONTHS (Divide line 2 by line 1) | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |

The expenses for the first two months *in which expenditures were reported* need to be provided for the years you received a LIHEAP agreement. If you do not have this information, call your grant manager and they will assist you.

**The Recipient may request an amount *up to* the historical percent of expenditures for the first 2 months of the agreement OR 17% of the award, *whichever is less*.**

| | | | | | | |
|---|---|---|---|---|---|---|
| HISTORICAL PERCENT FOR FIRST 2 MONTHS: | Cell D3 #DIV/0! | x | LIHEAP Award $199,740.00 | = | Historical Advance #DIV/0! |
| 17 % CALCULATION: | LIHEAP Award $199,740.00 | x | Percent of Award 17.00% | = | Maximum Advance $33,955.80 |

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: 01/20/2016

Division: Social Service

Bulk Item: Yes X No ___

Department: Social Services

Staff Contact Person/Phone #: Sheryl Graham 305-292-4510

**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.

S Graham 12/30/2015

**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 MM

**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
Budgeted: Yes ☐ No ☐ Account Codes:
County Match: 10% cash match
Additional Match: 0
Total Match 10% cash match
Estimated Ongoing Costs: $_____/yr
(Not included in dollar value above)

Current Year Portion: $_
125-6153515_____-_____-
_____-_____-_____-_____-
_____-_____-_____-_____-
_____-_____-_____-_____-

ADDITIONAL COSTS
For: _____
(e.g. Maintenance, utilities, janitorial, salaries, etc)

## CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|---|---|---|---|---|
| Department Head | 12/18/15 | Yes ☐ No ☒ | | 12/30/15 |
| Risk Management | 12/30/15 | Yes ☐ No ☒ | | 12/30/15 |
| O.M.B./Purchasing | 12/30/15 | Yes ☐ No ☑ | | 12/30/15 |
| County Attorney | 12/30/2015 | Yes ☐ No ☒ | | 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: Sharon

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 12/3/15

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 OF 11-54-01-G19

*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<br>*Cell 4D must be at least 25% of Cell 1D*<br>Minimum Home Energy: | $53,149.50 | 75,000.00 | 0.00 | 75,000.00 |
| 5 | Crisis Assistance | | 86,668.00 | 5,842.00 | 92,510.00 |
| 6 | Weather Related / Supply Shortage / Disaster<br>*Cell 6D must be at least 2% of Cell 1D*<br>Minimum Weather Related: | $4,251.96 | 5,842.00 | (5,842.00) | 0.00 |
| 7 | Subtotal Direct Client Assistance<br>(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.

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: 2/10/2016 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services

Staff Contact Person: Sheryl Graham
(305) 292- 4510

**AGENDA ITEM WORDING:** Approval of Amendment #001 to Standard Contract AA-1629, Older Americans Act (OAA) between the Alliance For Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Monroe County Social Services/In Home and Nutrition Programs) for the current contract period of 1/1/20161 to 12/31/2016.

**ITEM BACKGROUND:** The OAA program is a Federal program initiative that provides assistance to older persons and caregivers and is the only Federal supportive services program directed solely toward improving the lives of older people. Federal funding is utilized to assist older individuals to attain and maintain maximum independence in a home environment that allows for the capability of self-care with supportive services while avoiding premature institutionalization and/or hospitalization.

**PREVIOUS RELEVANT BOCC ACTION:** Prior approval granted for Standard Contract AA-1629 between the Alliance For Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Monroe County Social Services/In Home and Nutrition Programs) for the current contract period of 1/1/20161 to 12/31/2016 on 1/20/2016.

**CONTRACT/AGREEMENT CHANGES:** **See Amendment #001, page 1**

**STAFF RECOMMENDATIONS:** **Approval**

**TOTAL COST**: $445,101.65 **BUDGETED**: Yes ___ No ___

**COST TO COUNTY:** 10 % CASH MATCH **SOURCE OF FUNDS: Grant funds**

**REVENUE PRODUCING:** Yes __ No _ **AMOUNT PER: MONTH: YEAR:**
Client Donations

**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: Alliance For Aging, Inc. (AAA)

Contract: AA-1629 Amendment #001
Effective Date: 1/1/2016
Expiration Date: 12/31/2016

Contract Purpose/Description: Approval of Amendment #001 to Standard Contract AA-1629, Older Americans Act (OAA) between the Alliance For Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Monroe County Social Services/In Home and Nutrition Programs) for the current contract period of 1/1/20161 to 12/31/2016.

Contract Manager: Sheryl Graham Graham 1/22/16 (Name) | 305-292-4510 (Ext.) | Social Services/Stop 1 (Department/Stop #)

For BOCC meeting on 2/10/2016 Agenda Deadline: 1/26/2016

## CONTRACT COSTS

Total Dollar Value of Contract: approx. $445,101.65

Current Year Portion: $_____

Budgeted Yes ☐ No ☐

Account Codes: _125-6153016__-_____
_125-6153116__-_____-_____-
_125-6153216__-_____-_____-
_125-6153416__-_____-_____-

County Match: $ **10% CASH MATCH**
Additional Match:
Total Match $ **10% CASH MATCH**
Estimated Ongoing Costs: $_____/yr
(Not included in dollar value above)

ADDITIONAL COSTS
For: _____
(e.g. Maintenance, utilities, janitorial, salaries, etc)

## CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|---|---|---|---|---|
| Department Director | 1/22/16 | Yes ☐ No ☒ | Graham | 1/22/2016 |
| Risk Management | 1-22-16 | Yes ☐ No ☒ | M Sluss | 1-22-16 |
| O.M.B./Purchasing | 1/25/16 | Yes ☐ No ☑ | Christine Bouchelle | 1/25/16 |
| County Attorney | 1/22/16 | Yes ☐ No ☒ | Peter J. Mencarini | 1/22/16 |

Comments: _____

**OMB Form Revised 2/27/01 MCP #2**

THIS AMENDMENT is entered into between the Alliance for Aging, Inc. hereinafter referred to as the "Alliance", and **Monroe County Board of County Commissioners, Monroe County Social Services/ In-Home Services,** hereinafter referred to as the "Contractor", and collectively referred to as the "Parties."

**The purpose of this Amendment is to make the following changes to the existing contract.**

- **To correct the Referenced Chief Financial Officer Memoranda dates and memo no's. in the main contract body Section 2 and Attachment 1 Section 1.3.2 to read:**
  In accordance with Chapter 287 F.S., amended, and Department of Financial Services' Chief Financial Officer Memoranda, the following memoranda are hereby incorporated by reference:
  (1) CFO Memo No. 02: Release date, October 3, 2012;
  (2) CFO Memo No. 07: Release date, June 27, 2012;
  (3) CFO memo No. 01: Release date, July 26, 2012; and
  (4) CFO Memo No. 06: Release date, June 30, 2010.

- **To add Section 2.1.2.2 to Attachment 1 to read:**
  The Contractor shall submit a quarterly report of volunteer activities and services electronically on the Internet in a format provided by the Department's Office of Volunteer and Community Services. The quarterly report schedule is as follows:

| Report Period | Report Due Date |
|---|---|
| January 1 - March 31 | April 30, 2016 |
| April 1- June 30 | July 30, 2016 |
| July 1- September 30 | October 31, 2016 |
| October 1 - December 31 | January 31, 2017 |

- **To correct the date to Attachment 1 Section 3.3.6 to read:**
  **Date for Final Request for Payment**
  The Provider shall submit the final request for payment to the Alliance no later than February 15, 2017.

**This amendment does not change the total contract funding of $445,101.65**

**The Budget Summary by Title for the whole fiscal year (January 1-December 31, 2016) is as follows:**

| PROGRAM TITLE | FUNDING SOURCE | CFDA | AMOUNT |
|---|---|---|---|
| Older Americans Act Administration Title IIIB – Support Services | U.S. Health and Human Services | 93.044 | $15,637.89 |
| Older Americans Act Administration Title IIIC1 – Congregate Meals | U.S. Health and Human Services | 93.045 | $148,654.45 |
| Older Americans Act Administration Title III C2 – Home Delivered Meals | U.S. Health and Human Services | 93.045 | $222,691.01 |
| Older Americans Act Administration Title III E – Caregiver Support Services<br>Title III ES – Caregiver Support Services | U.S. Health and Human Services | 93.052 | $55,904.32<br>$2,213.98 |
| **TOTAL FEDERAL AWARD** | | | **$445,101.65** |

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract are hereby amended to conform with this amendment.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their undersigned officials as duly authorized.

PROVIDER:

| | **Monroe County Board of County Commissioners, Monroe County Social Services/In-Home Services** | **ALLIANCE FOR AGING, INC.** |
|---|---|---|
| **SIGNED BY:** | | |
| **NAME:** | Heather Carruthers | Max B. Rothman, JD, LL.M. |
| **TITLE:** | Mayor | President & CEO |
| **DATE:** | | |

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 1/22/16

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

BACK UP

Meeting Date: 1/20/16 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services

Staff Contact Person: Sheryl Gra...
(305) 292- 4510

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. 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 ☒ | Teresa 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. Release date, June 27, 20
(3) CFO memo No. 01: Release date, July 26, 20
(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. **Compliance with State Law**

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. **B g g**

8.1 e 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. **Nondiscrimination-Civil Rights Compliance**

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/financia 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 F 40 P R 000 pd

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.~~ 3.5.6 (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<br>Monroe County Social Services<br>Gato Building<br>1100 Simonton Street, Suite 2-~~256~~ 257<br>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<br>Sheryl Graham<br>1100 Simonton Street, Suite 2-~~256~~ 257<br>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.<br>Sheryl Graham<br>1100 Simonton Street, Suite 2-~~256~~ 257<br>Key West, FL 33040<br>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<br>Alliance for Aging, Inc.<br>760 NW 107th Avenue, Suite214<br>Miami, Florida 33172-3155 |
| e. | The name, address, and telephone number of the Contract Manager for the Alliance for this contract is: | Contract Manager<br>Alliance for Aging, Inc.<br>760 NW 107th Avenue, Suite 214<br>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: S 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.

THE REST OF THE PAGE WAS LEFT BLANK INTENTIONALLY.

**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.

THE REST OF THE PAGE WAS LEFT BLANK INTENTIONALLY

**ATTACHMENT III**

EXHIBIT 1

**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<br>Title IIIB – Support Services | U.S. Health and Human Services | 93.044 | $15,637.89 |
| Older Americans Act Administration<br>Title IIIC1 – Congregate Meals | U.S. Health and Human Services | 93.045 | $148,654.45 |
| Older Americans Act Administration<br>Title III C2 – Home Delivered Meals | U.S. Health and Human Services | 93.045 | $222,691.01 |
| ***Older Americans Act Administration***<br>***Title III E – Caregiver Support Services***<br>***Title III ES – Caregiver Support Services*** | U.S. Health and Human Services | ***93.052*** | $55,904.32<br>$2,213.98 |
| ***TOTAL FEDERAL AWARD*** | | | **$445,101.65** |

THE REST OF THE PAGE WAS LEFT BLANK INTENTIONALLY

**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 — Title: Sr. Director Social Services — Date: 12/22/2015

Sheryl Graham
Name of Authorized Signer

(Revised June 2008)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/24/15

**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.

Graham
Signature

12/22/2015
Date

Sr. Director, Social Services
Title

Monroe County Social Services
Agency/Organization

(Certification signature should be same as Contract signature.)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/29/15

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)

THE REST OF THE PAGE WAS LEFT BLANK INTENTIONALLY

**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 _____<br>Re mbursement | Report # _____<br>Agreement # _____<br>Agreement Period. _____<br>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 | | | | | | |
| 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 106A revised 5/10

**ATTACHMENT X**
**EXHIBIT-1**

**RECEIPTS AND EXPENDITURE REPORT**
**OLDER AMERICAN ACT**

| PROVIDER NAME, ADDRESS PHONE# AND FEID# | Program Funding Source<br>IIIB _____ IIIC1_____<br>IIIC2 _____ | THIS REPORT PERIOD<br>FROM TO:<br>CONTRACT PERIOD:<br>CONTRACT #<br>REPORT #<br>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)<br>a OAA Unbudgeted PI Receipts YTD<br>$_____ | a. Approved Budget $_____<br>b. Received YTD $_____<br>c Expenditures $_____ | a. Earned on GR Advances $_____<br>b. Return of GR Advance $_____<br>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 | THIS REPORT PERIOD<br>FROM TO<br>CONTRACT PERIOD<br>CONTRACT #<br>REPORT #<br>PSA# |
|---|---|---|
| | Title I E | |

CERTIFICATION I certify to the best of my knowledge and be ef that this report s 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 Actua Receipts For Th s 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 r 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<br>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 #39 | % White 59 | % Black 18 | % Hispanic 14 | 6 % Other | 76% Female | 0 % Disabled | |
|---|---|---|---|---|---|---|---|

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED Effective date: 10/1/15

| Total # 226 | 91% White | 8% Black | 1% Hispanic | % Other | 71% Female | % Disabled 100 | % Over 40 100 |
|---|---|---|---|---|---|---|---|

5 ADVISORY OR GOVERNING BOARD, IF APPLICABLE

| Total # 5 | 100% White | 0 % Black | 0 % Hispanic | 0 % Other | 40% Female | 0% Disabled | |
|---|---|---|---|---|---|---|---|

**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.

THE REST OF THE PAGE WAS LEFT BLANK INTENTIONALLY

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
*Name of Representative*
do hereby affirm under penalty of perjury

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 LAMBERSON
MY COMMISSION # FF 917741
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

Maritza Lamberson
Print, Type, or Stamp Commissioned Name of Notary Public

Maritza Lamberson
Notary Public

DOEA Form 235, Affidavit of Compliance - Employer, Effective April 2012
Form available at http://elderaffairs.state.fl.us/english/backgroundscreening.php

Section 435.05(3), F.S.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
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.

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
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 ent ty 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 fol owing 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 electron c 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.

**Electronic Protected Health Information.(ePHI)** Health information as specified in 45 CFR §160 103(1)(i) or

'i), limited to the information created or received by Business Associate from or on behalf of C ered Entity.

2 10 **ECH** The Health Information Technology for Economic and Clinical Health (2009)

2 11 **ırmation 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.

THE REST OF THE PAGE WAS LEFT BLANK INTENTIONALLY

**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. TENORIO
ASSISTANT COUNTY ATTORNEY
12/29/15

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: Engineering Services

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

**AGENDA ITEM WORDING:** Approval of Amendment 2 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 provides modified design and revised construction drawings to adapt the project for sea level rise (SLR) projections based on 2015 tidal data for an additional fee of $42,510.

**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.
January 2016 – The BOCC approved Amendment 1 to EAC task order to add fieldwork and preliminary analysis to adapt the project for sea level rise (SLR) projections based on 2015 tidal data.

**CONTRACT/AGREEMENT CHANGES:** The amendment adds modified design and revised construction drawings for an additional fee of $42,510.

**STAFF RECOMMENDATIONS:** Approve Amendment 2 to task order.

**TOTAL COST:** $320,179.57 **INDIRECT COST:** ____ **BUDGETED:** Yes X No____

**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

**COST TO COUNTY:** $320,179.57 **SOURCE OF FUNDS:** 304- Infrastructure Sales Tax

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

Effective Date: 2/10/2016

Expiration Date: 10/17/2016

Contract Purpose/Description:

Amendment 2 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 modified design and revised construction drawings for an additional fee of $42,510.

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

for BOCC meeting on 2/10/2016 Agenda Deadline: January 26, 2016

## CONTRACT COSTS

Total Dollar Value of Contract: $ 320,179.57 Current Year Portion: $ 320,179.57

Budgeted? Yes ☒ No ☐ Account Codes: 304-07000-CR1501-530340

Grant: $ _____

County Match: $ _____

## ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr (Not included in dollar value above)

For: _____ (e.g. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|---|---|---|---|---|
| Department Head | 1-26-16 | Yes ☐ No ☒ | | 1-26-16 |
| Risk Management | 1-26-16 | Yes ☐ No ☒ | | 1-26-16 |
| O.M.B./Purchasing | 1/26/16 | Yes ☐ No ☒ | | 1/26/16 |
| County Attorney | 1/26/16 | Yes ☐ No ☒ | | 1/26/16 |

Comments: _____

OMB Form Revised 2/27/01 MCP #2

# AMENDMENT 2 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 January 21st, 2016.

**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 provide modified roadway and drainage construction drawings based on previous Amendment 1 analysis for sea level rise projections.

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

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

| Tasks | Descriptions | Fee |
|---|---|---|
| 1 | Project Management, Coordination and Meetings | $5,020.00 |
| 2 | Revised Roadway and Drainage Drawings-100 % submittal | $21,670.00 |
| 3 | IFC (Issued For Construction) Documents | $5,070.00 |
| 4 | Revised Summary of Quantities and Specification | $7,930.00 |
| 5 | Revised Typical Sections | $2,820.00 |
| | Reimburseables | $500.00 |
| | TOTAL (LUMP SUM) | $42,510.00 |

**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 1-25-16 Date

Witness:

Signature 1-25-16 Date

Michael Clark, VP
Print Name/Title

Ivonne Pinder
Print Name

(SEAL)
Attest: Amy Heavilin, Clerk

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

by: _____
Mayor/Chairman

Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/26/16

Attachment A

EAC Consulting, Inc.

January 21, 2016

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

**Re: Additional Fee proposal to perform revision to drawings as it relates to preliminary analysis for the sea level rise (SLR) impact 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 provide revised roadway and drainage drawings based on the preliminary analysis for Sea Level Rise (SLR) impact on the roadway and drainage design for the Lake Surprise Estate project.

**Background & Scope of Services:**

EAC will perform the necessary design modification for the roadway and drainage for the project as required by the Preliminary Analysis referenced above. Upon completion of the design modification EAC will revise the project drawings to reflect the changes. It is understood that all design modifications will be within right of way and no harmonization will be included in the design modification.

**Deliverables:**

EAC shall furnish to the County IFC Documents the following:

- 2 sets of 11"x17" signed and sealed drawings
- 1 set of final CADD files on CD

**Schedule:**

Revised Drainage Design Information: February 17, 2016
Revised Drawings- 100% submittal: February 29, 2016
IFC Documents: March 18, 2016

**Fee and Costs:**

Our fee proposal is summarized as follows:

| Tasks | Descriptions | Fee |
|---|---|---|
| 1 | Project Management, Coordination and Meetings | $5,020.00 |
| 2 | Revised Roadway and Drainage Drawings-100 % submittal | $21,670.00 |
| 3 | IFC (Issued For Construction) Documents | $5,070.00 |
| 4 | Revised Summary of Quantities and Specification | $7,930.00 |
| 5 | Revised Typical Sections | $2,820.00 |
| | Reimburseables | $500.00 |
| | **TOTAL (LUMP SUM)** | **$42,510.00** |

# 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

**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.<br>815 NW 57th Avenue, Suite 422<br>Miami, Fl 33126<br>(305) 264-2557 FAX (305) 264-5507<br>EAC Project No. | CONTRACT FEE COMPUTATION (BASIC SERVICES)<br>Description: Lake Surprise-Additional Services Preliminary Analysis Sea Level Rise Impact<br>Key Largo, Monroe County |
|---|---|

| NO./ACTIVITY | Principal Manhours | Project Manager Manhours | Senior Engineer Manhours | Project Engineer Manhours | Sr. Eng. Technician Manhours | | TOTAL Hours | Cost For Activity | Avg. Hourly Rate |
|---|---|---|---|---|---|---|---|---|---|
| Task: Hourly Rate | $ 225.00 | $ 130.00 | $ 185.00 | $ 125.00 | $96.00 | | | | |
| | | | | | | | | | |
| 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 | | (Check Appropriate Box) |
|---|---|---|
| Total Activity Salary Costs | $26,740 | [x] |
| (2) Fringe Benefits | | |
| 100% | $26,740 | |
| Sub-total Salary Related Costs: | $26,740 | |
| (a) 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 | |

| | | |
|---|---|---|
| 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.**

**REMAINDER OF PAGE LEFT BLANK**

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 5/6/14

# 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: Sylvia J. Murphy
Mayor/Chairman

(Seal)
Attest:

BY: _____
Title: Contracts Specialist

**CONSULTANT**

By: Michael Adelfe
Title: Vice President Civil Eng.

**END OF AGREEMENT**

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
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 McBride 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: February 10, 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 eight change orders considered and approved by the County Administrator/Assistant Administrator for the period beginning January 1, 2016 and ending January 25, 2016 adding to a net credit of $45,869.19. Reported to the list in January are three change orders that were previously approved by the County Administrator by the Department of Sustainability and Projects. 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 #** PM1

Revised 7/09

# CHANGE ORDERS
# CONSIDERED BY THE COUNTY ADMINISTRATOR'S OFFICE
## FOR THE PERIOD 01/01/16 – 01/25/16 (& include the Dept. of Sustainability and Projects)

| PROJECT | CO# | AMOUNT | DESCRIPTION | DATE CONSIDERED | CAUSE |
|---|---|---|---|---|---|
| Marathon Airport Customs Facility | #11 | #8,812.28 | Hardwire data and electrical outlets in cubicles. | *01/07/16 | Requested by Customs and Border Patrol personnel. |
| Marathon Airport Customs Facility | #12 | $22,446.72 | Baggage X-ray-additional training; SS interview tables; corner guards; lavatory closure & grab bar; fax machine; HVAC modifications; towel bar & robe hooks; hallway entrance threshold revision, additional permit fees. | *01/08/16 | Some items requested by the Customs and Border Patrol personnel and a few are revisions in design |
| Key West Light Station Renovations | #2 | $2,041.60 | Replace handicap door and the back door of the keepers quarters. | *01/12/16 | Unforeseen conditions. |
| No Name Key Bridget Repair | #2 | ($96,535.32) | Net credit for quantity adjustments, and extend substantial completion. | *01/22/16 | Substantial completion extension due to weather delays, holidays, & additional work. Adjustments in work materials needed resulted in a net credit in costs. |
| Magnolia Street Public Works Facility | #2 | $3,711.03 | Strengthen concrete block wall, and level concrete slab. | *01/22/16 | Revision in design. |
| Cudjoe Transfer Station Ground Water Testing | #1 | $7,480.00 | Increase ground water testing at the closed Cudjoe Key landfill from twice per year to four times per year. | *01/25/16 | Condition of a lawsuit settlement. |
| Marathon Airport Customs Facility | #13 | $6,174.50 | Additional telephone equipment. | *01/25/16 | Requested by Customs and Border Patrol personnel. |
| Organic Removal, Water Quality Improvement Projects, Canals #266 Doctor's Arm and #290 Avenue I, Big Pine Key | #4 | $0.00 | No cost time extension for substantial completion for Canal #266 from December 5, 2015 to January 3, 2016. | *01/05/06 | Slower than anticipated production rate, and additional time to ensure proper completion of the 6" sand layer. |
| **PREVIOUSLY APPROVED CHANGE ORDERS FROM THE DEPARTMENT OF SUSTAINABILITY AND PROJECTS:** | | | | | |
| Organic Removal, Water Quality Improvement Projects, Canals #266 Doctor's Arm and #290 Avenue I, Big Pine Key | #1 | $0.00 | No cost time extension for substantial completion, from September 18, 2015 to October 16, 2015. | *09/01/15 | Slower than anticipated production rate. |
| Organic Removal, Water Quality Improvement Projects, Canals #266 Doctor's Arm and #290 Avenue I, Big Pine Key | #2 | $0.00 | No cost time extension for substantial completion for Canal #266 from October 16, 2015 to November 14, 2015, and a no cost time extension for substantial completion for Canal #290 from November 6, 2015 to January 6, 2016. | *10/26/15 | Slower than anticipated production rate. |
| Organic Removal, Water Quality Improvement Projects, Canals #266 Doctor's Arm and #290 Avenue I, Big Pine Key | #3 | $0.00 | No cost time extension for substantial completion for Canal #266 from November 14, 2015 to December 5, 2015. | *November, 2015 | Slower than anticipated production rate, and additional time to place the sand top layer. |
| | | | | | |

**Total ($45,869.19)**

* Approved

# MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT
# CONTRACT CHANGE ORDER

**PROJECT TITLE:**
*Marathon Airport Custom Facility,*
*Guardian Ad Litem*

**CHANGE ORDER NO:** *11*

**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 | $ 286,569.34 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was | $1,377,972.34 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | $ 8,812.28 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is | $1,386,784.62 |
| The Contract Time will be (increased) (decreased) (unchanged) by | N/A |
| The date of Substantial Completion as of the date of this Change Order is | January 11, 2016 |

Detailed description of change order and justification:

*Hardwire data and electrical outlets required in the new cubicles that were requested by the Customs and Border Patrol personnel.*

*This change Order is .8074% of the original contract price.*

**Not valid until signed by Owner, Architect (if applicable), and Contractor**

ARCHITECT:
K2M Design, Inc. — 12/24/2015 — Date

CONTRACTOR:
Pedro Falcon Electrical Contractors — 12/27/15 — Date

DIRECTOR, PROJECT MANAGEMENT
Doug Sposito — 1/4/16 — Date

COUNTY/ASSISTANT ADMINISTRATOR:
Roman Gastesi — 1/7/16 — 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:

*The Customs and Border Patrol personnel requested different cubicles which require hardwire data and electrical outlets.*

- 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
# 04 November 2015

---

**Project:** Marathon Airport Customs Terminal

**Change Order Request No:** Nine

**Description:** Hardwire Data Outlets and Electrical Outlets to System Furniture in Break Room

**Data Outlets**

**Universal Cabling (see attached Proposal)**

**Hardwire Data per Proposal .....$2,792.00**

**Electrical**

Hardwire Electrical Outlets to System Furniture

Miscellaneous Material.....$240.00

Labor 60 Manhours @ $48.30.....$2,898.00

Taxes, Insurance, Etc. @ 38%.....$1,101.24

**Subtotal:.....$4,239.24**

**Disassemble/Re-assemble System Furniture**

16 Manhours @ $34.50.....$552.00

Taxes, Insurance, Etc. @ 38%.....$209.76

**Subtotal:.....$761.76**

**Project Coordination:**
**2 Hours @ $100.00.....$200.00**

**SUBTOTAL LABOR, COORDINATION MATERIALS, DISPOSAL & EQUIPMENT.....$7,993.00**

**Overhead @ 5%.....$399.65**

**Subtotal.....$8,392.65**

**Profit @ 5%.....$419.63**

## TOTAL ALL OF THE ABOVE:.....$8,812.28

---

**Permit Fees and Design Drawings are Not Included in this proposal. If additional permit fees are required the Owner is to reimburse all permit fees.**

**Net Amount of Request for Change Order:.....$8,812.28**

**Additional Time Requested for Change: 30 Calendar Days from CBP Punchlist Which is Currently Scheduled for 01 December 2015. Final Completion to Be December 31, 2015**

Respectfully Submitted,

Ken Bygler
Project Manager

# Universal Cabling Systems, Inc.

*Communication is the LINE to Success* — Voice / Data / Fiber Optic

*914 Fern Street*
*West Palm Beach, FL 33401*

*Phone (561) 659-6224*
*Fax (561) 659-6308*
*Email: info@ucscable.com*

# Proposal

| Customer Name / Address |
|---|
| Pedro Falcon Electrical<br>31160 Avenue "C"<br>Big Pine Key, Florida 33043-4516 |

| Date | Proposal # |
|---|---|
| 11/3/2015 | 5420-RVKM |

| Project | Estimator |
|---|---|
| Systems Furniture Change Order | RV |

| Description | Qty | Cost | Total |
|---|---|---|---|
| Attention: Ken Bygler<br><br>RE: Marathon Airport Customs Terminal - Systems Furniture Change Order<br><br>Universal Cabling Systems, Inc. will provide labor and material for the following structured cabling scope of work:<br><br>1.) Supply and installation of (6) CAT6 CMP cables in room 119 (break room) including jacks, faceplates and patch panels.<br>NOTE: These cables will be hard wired into the systems furniture with an Ortronics faceplate and bezel.<br><br>2.) All testing and labeling will be preformed by Universal Cabling Systems, Inc. along with a 1-year warranty on work performed and as-built drawings. | | | |
| Total Cost | 1 | 2,792.00 | 2,792.00 |

This Proposal is valid for (30) days from this date: 11/3/2015

All drawings, specifications and related documents are the copyright property of the Contractor and must be returned upon request. Reproduction of drawings, specifications, and related documents in part or whole is forbidden without the Contractor's written permission.

**Total** $2,792.00

***MEMORANDUM***

TO: Board of County Commissioners

From: Christine Hurley
Assistant County Administrator

Date: January 5, 2016

**RE: Change Orders**

---

Attached is a proposed Change Order #11 Pedro Falcon Electrical Contractors, Marathon Airport Custom Facility, Guardian Ad Litem. The Contract Sum will be increased by this Change Order $8,812.28. Substantial Completion as of the date of this change Order is January 11, 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, January 6, 2016~~. Thursday, January 7, 2016

Christine Hurley
**Assistant County Administrator**

CH/ef

# MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

**PROJECT TITLE:**
*Marathon Airport Custom Facility,*
*Guardian Ad Litem*

**CHANGE ORDER NO:** *12*

**INITIATION DATE:** ***December 22, 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 | $ 295,381.62 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was | $1,386,784.62 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | $ 22,446.72 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is | $1,409,231.34 |
| The Contract Time will be (increased) (decreased) (unchanged) by | 21 Days |
| The date of Substantial Completion as of the date of this Change Order is | February 1, 2016 |

Detailed description of change order and justification:

*Revisions to the specifications include additional training for the baggage x-ray machine; new tables at the interview and search rooms; adding corner guards at the podium; installing dampers for the HVAC system; include a towel bar and robe hooks in the staff's lavatory; correcting the thresholds at the public bath and hallway entrances to be ADA compliant; revising the detention lavatory closure and grab bar closure, add a fax machine; and reimburse the Contractor for additional permit fees.*

*This change Order is 2.056% of the original contract price*

**Not valid until signed by Owner, Architect (if applicable), and Contractor**

ARCHITECT: K2M Design, Inc — Date 01/05/2016

CONTRACTOR: Pedro Falcon Electrical Contractors — Date 01/04/16

DIRECTOR, PROJECT MANAGEMENT: Doug Sposito — Date 1/7/16

COUNTY/ASSISTANT ADMINISTRATOR: Roman Gastesi, Kevin Wilson, Christine Hurley — Date 1/8/16

# Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

If Yes, explanation:

*The items listed below were requested by Customs and Border Patrol personnel who want revisions to the original specifications as indicated below:*

- *Additional Training for the baggage x-ray.*
- *New stainless steel interview tables for the interview and search rooms.*
- *The addition of Corner guards at the podium.*
- *Lavatory closure and grab bar closure in the detention lavatory.*
- *Inclusion of a fax machine.*

*The items listed below were revisions to the original specifications as design flaws:*

- *HVAC modifications to include opposed blade dampers for balancing.*
- *Inclusion of towel bar and robe hooks in the staff's lavatory.*
- *Public bath and hallway entrance thresholds were designed too high to meet ADA compliancy.*

*The permit fees are reimbursable expenses to the Contractor as indicated in the First Amendment approved by the BOCC on December 10, 2014.*

- 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: *Some of the items were an error in the design (see first statement above). It is undetermined whether a professional liability claim will be claimed.*

# 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
# 22 December 2015

---

**Project:** Marathon Airport Customs Terminal

**Change Order Request No:** Twelve

**Description:** Multiple Completion Items

**Additional Training For Baggage X-Rav**

| | | |
|---|---|---|
| Provide Additional Training for Baggage X-Ray Two Days at Time of Installation | $1,500.00 | ✓ |
| PFC Field Coordination (12) MHS @ $50.00 | $600.00 | ✓ |
| Taxes, Insurance, Etc. @ 38% | $228.00 | ✓ |
| **Subtotal** | **$2,328.00** | ✓ |

**New Tables at Interview and Search Rooms**

| | | |
|---|---|---|
| Materials - (1) SS Interview Table w/ kickscreen attached to floor | $2,347.37 | ✓ |
| Materials - (1) SS Search Room Table attached to floor | $1,729.37 | ✓ |

Shipping.....$1,301.36

State Sales Tax.....$322.69

Local Sales tax.....$75.00

Materials – Misc. Security Fasteners.....$100.00

Labor – Install Tables Secure to Floor
(8) MHS @ $34.50.....$276.00

Taxes, Insurance, Etc. @ 38%.....$104.88

**Subtotal.....$6,256.67**

**Corner Guards at Podium**

Materials - (6) 4' Cornerguards @ Podium
(Includes shipping and sales tax).....$317.00

Labor to Install Cornerguards 4 MHS @ $34.50 .....$138.00

Taxes, Insurance, Etc. @ 38%.....$52.44

**Subtotal.....$507.44**

**HVAC Damper and TAB**

**TEM Environmental**

Furnish & Install (30) 48" x 3"
Opposed Blade Dampers for Balancing.....$4,350.00

Test & Balance – Rebalance System.....$1,250.00

Materials PFC Misc. Repairs – Drywall/Paint.....$100.00

Labor PFC Misc. Repairs – Drywall/Paint
6 MHS @ $34.50.....$207.00

Taxes, Insurance, Etc. @ 38%.....$78.66

**Subtotal.....$5,985.66**

**Towel Bar & Robe Hooks**

Materials – (1) Towel Bar & (2) Robe Hooks.....$61.22

Labor – Install Towel Bar & Robe Hooks
(2) MHS @ $34.50 .....$69.00

Taxes, Insurance, Etc. @ 38%.....$26.22

**Subtotal.....$156.44**

**ADA Thresholds**

Revise Threshold at Public Bath & Secure
Hallway Entrances for ADA Compliance

Materials.....$100.00

Labor (8) MHS @ $34.50.....$276.00

Taxes, Insurance, Etc. @ 38%.....$104.88

**Subtotal.....$480.88**

**Detention Combo Lav Revisions**

Lav Closure and Grab Bar Closure.....$356.68

**Subtotal.....$356.68**

**Fax Machine**

IntelliFax 4100e (Office Depot).....$350.00

Pick-up/Delivery Install.....$75.00

**Subtotal.....$425.00**

**Re-imbursable Bldg. Permit Fees**

Chk # 40798 on 03/19/15.....$197.64

Chk # 40826 on 03/27/15.....$496.78

Chk # 41302 on 08/12/15.....$150.00

Chk # 41411 on 09/10/15.....$618.65

**Subtotal.....$1,463.07**

**PFC Coordination**

**24 MHS @ $100.00.....$2,400.00**

**SUBTOTAL ALL OF THE ABOVE:.....$20,359.84**

**Overhead @ 5%.....$1,017.99**

**Subtotal.....$21,377.83**

**Profit @ 5%.....$1,068.89**

## TOTAL ALL OF THE ABOVE:.....$22,446.72

---

**Proposal Stipulations:**

**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:.....$22,446.72**

**Additional Time Requested for Change:**

**Substantial Completion by February 01, 2016**

**Final Completion by March 02, 2016**

Respectfully Submitted,

Ken Bygler
Project Manager

Astrophysics Inc.
21401 Ferrero Parkway, City of Industry, CA 91789 USA, Phone 909.598.5488 , Fax 909.598.5546

# QUOTE #: SRVOD4157

**Date: November 5, 2015**

CLAIM #:

| | **BILL TO:** | **SHIP TO:** |
|---|---|---|
| CUSTOMER: | PEDRO FALCON CONTRACTORS, INC | PEDRO FALCON CONTRACTORS, INC |
| CONTACT: | KEN BYGLER | KEN BYGLER |
| ADDRESS: | 31160 AVE C<br>BIG PINE KEY FLORIDA United States 33043 | 31160 AVE C<br>BIG PINE KEY FLORIDA United States 33043 |
| TELEPHONE: | 305-872 2200 EXT 28 | 305-872 2200 EXT 28 |
| E-MAIL: | | |
| FAX#: | | |

| | Qty | Part # - Mass90 | Part # | Part - Description | Price | Extended Price |
|---|---|---|---|---|---|---|
| | 1 | SERVICE | | Service, Operator Training | 1500 | $1500 |
| **TOT** | **1** | | | | **1500** | **$1500** |

| | |
|---|---|
| **SUBTOTAL** | **$1,500** |
| Tax | |
| Discount | |
| Shipping | |
| **TOTAL** | **$1,500** |

Notes:
This quote is valid for 30 days
THIS QUOTE IS FOR AN ADDITIONAL DAY ONSITE TO PROVIDE OPERATOR TRAINING . THIS TRAINING WILL BE PROVIDED AND SCHEDULE WITH THE INSTALLATION .
PLEASE ISSUE P.O TO PROCEED

-

*Manager - Service*

November 5, 2015
Date

Customer Authorization (if PO is not sent with order)

Signature _____ Title _____ Date _____

Print Name _____

G2 Automated Technologies, LLC.
10500 Metric Dr. #122
Dallas, TX 75243-5524

ALL OF OUR PRODUCTS ARE PROUDLY MADE IN THE USA!

# Estimate

| Date | Estimate # |
|---|---|
| 12/2/2015 | 12945 |

| Name / Address |
|---|
| Pedro Falcon<br>Ken Bygler<br>31160 Ave C<br>Big Pine Key, FL 33043 |

| Phone # | Fax # |
|---|---|
| 972-479-0699 | 972-479-0717 |

| E-mail | Web Site | Revision # | FOB | Rep |
|---|---|---|---|---|
| sales@g2automatedtechnologies.com | www.g2automatedtechnologies.com | | Dallas, TX | JM |

| Item | Description | Qty ea. | Cost | Total |
|---|---|---|---|---|
| GAT-TBL-BLTFLR-SK-CTR-306030-... | KryptoMax Stainless Steel Interview Table W/ Center Apron from H-Frame to top underside of table<br><br>This Interview table is built with quality Stainless Steel and intended for use in Prison, Jail or airport/customs interrogation rooms or visitation areas, as well as work or study areas in various types of correctional facilities. This table also comes standard with integrated hand cuff rings and welded feet flanges with mounting holes for secure floor mounting.<br><br>Dimensions: 30"d x 60"w x 30"h<br><br>Material Top: 304 Brushed Stainless Steel Solid Top<br>Material Frame: 1.5" x 1.5" Square Tubing Brushed 304 Stainless Steel<br>Leveling Feet: Adjustable Bolt To Floor<br>Frame Design: H-Design<br>Wall Mounting Bracket<br>Skirt: Center SS Skirt from H-Frame to underside of table top<br>Hand Cuff Rings: Yes<br><br>Delivery: 14-21 Days ARO<br>Warranty: Lifetime Workmanship Warranty | 1 | 2,279.00 | 2,279.00 |

+ 3% 68.37

243.37

* This estimated is bound by G2 Automated Technologies, LLC. Terms & Conditions located at http://www.g2automatedtechnologies.com/po_terms_conditions.html. No additional or inconsistent terms shall apply without G2 Automated Technologies, LLC. written consent.
* We accept All Major Credit Cards which are subject to a 3% Non-Refundable Internal Processing Fee.
* We accept Wire Transfers which incur a $30 Fee.
* Item does not include shipping unless stated in quote. This quote is only good for 15 days.
* All Returns, Canceled Orders, & Custom work that are in production with sign offs received are subject to a 80% Restocking Fee
* All Canceled orders upon customers receipt from G2 of Sign Off Drawings are subject to a $250 Cancelation Fee
* Returns must have a RMA# to return any items or they will be rejected.
***NOTE*** All ARO lead times will start upon the Reciept of Sign Off Drawings or concerning
***NOTE*** THE PRICING IS NOT GSA UNLESS STATED WITH A GOV-GAT PART #

**Total**

G2 Automated Technologies, LLC.
10500 Metric Dr. #122
Dallas, TX 75243-5524
ALL OF OUR PRODUCTS ARE PROUDLY MADE IN THE USA!

# Estimate

| Date | Estimate # |
|---|---|
| 12/2/2015 | 12945 |

| Name / Address |
|---|
| Pedro Falcon<br>Ken Bygler<br>31160 Ave C<br>Big Pine Key, FL 33043 |

| Phone # | Fax # |
|---|---|
| 972-479-0699 | 972-479-0717 |

| E-mail | Web Site | Revision # | FOB | Rep |
|---|---|---|---|---|
| sales@g2automatedtechnologies.com | www.g2automatedtechnologies.com | | Dallas, TX | JM |

| Item | Description | Qty ea. | Cost | Total |
|---|---|---|---|---|
| GAT-TBL-BLTFLR-306036-SS-ST | KryptoMax Stainless Steel Interview Table<br><br>This Interview table is built with quality Stainless Steel and intended for use in Prison or Jail interrogation rooms or visitation areas, as well as work or study areas in various types of correctional facilities. This table also comes standard with integrated hand cuff rings and welded feet flanges with mounting holes for secure floor mounting. Our product line of prison and corrections furniture is designed with maximum safety and functionality to meet the needs of the most critical detention environments.<br><br>Dimensions: 30"d x 60"w x 36"h<br><br>Material Top: 304 Brushed Stainless Steel Solid Top<br>Material Frame: 1.5" x 1.5" Square Tubing Brushed 304 Stainless Steel<br>Leveling Feet: Adjustable Bolt To Floor<br>Eased Corners & Edges<br>Hand Cuff Rings: Yes<br><br>Delivery: 14-21 Days ARO<br>Warranty: Lifetime Workmanship Warranty | 1 | 1,679.00<br><br>+ 3% | 1,679.00<br><br>50.37<br><br>1729.37 |

* This estimated is bound by G2 Automated Technologies, LLC. Terms & Conditions located at http://www.g2automatedtechnologies.com/po_terms_conditions.html. No additional or inconsistent terms shall apply without G2 Automated Technologies, LLC. written consent.
* We accept All Major Credit Cards which are subject to a 3% Non-Refundable Internal Processing Fee.
* We accept Wire Transfers which incur a $30 Fee.
* Item does not include shipping unless stated in quote. This quote is only good for 15 days.
* All Returns, Canceled Orders, & Custom work that are in production with sign offs received are subject to a 80% Restocking Fee
* All Canceled orders upon customers receipt from G2 of Sign Off Drawings are subject to a $250 Cancelation Fee
* Returns must have a RMA# to return any items or they will be rejected.
***NOTE*** All ARO lead times will start upon the Reciept of Sign Off Drawings or concerning
***NOTE*** THE PRICING IS NOT GSA UNLESS STATED WITH A GOV-GAT PART #

**Total**

G2 Automated Technologies, LLC.
10500 Metric Dr. #122
Dallas, TX 75243-5524

ALL OF OUR PRODUCTS ARE PROUDLY MADE IN THE USA!

# Estimate

| Date | Estimate # |
|---|---|
| 12/2/2015 | 12945 |

| Name / Address |
|---|
| Pedro Falcon<br>Ken Bygler<br>31160 Ave C<br>Big Pine Key, FL 33043 |

| Phone # | Fax # |
|---|---|
| 972-479-0699 | 972-479-0717 |

| E-mail | Web Site | Revision # | FOB | Rep |
|---|---|---|---|---|
| sales@g2automatedtechnologies.com | www.g2automatedtechnologies.com | | Dallas, TX | JM |

| Item | Description | Qty ea. | Cost | Total |
|---|---|---|---|---|
| CUSTOMER SHIPPING CHARGES | CUSTOMER SHIPPING CHARGES - 30% Freight Discount<br><br>***If you are needing RESIDENTIAL delivery it will be an additional charge of $125<br>***If you are needing a LIFT GATE it will be an additional charge of $150.00<br>***For shipments requiring a delivery to locations with LIMITED or RESTRICTED ACCESS. Arrangements must be made in advance is an additional charge of $125.00<br>***Limited Access/Restriction Examples Include: Churches, Commercial est. not open to the walk-in public during normal business hours, Construction sites, Fairs, carnivals, etc., Individual (mini) storage units, Military bases or installations, Mine sites, Prisons, Schools, Hospitals, Jails<br>***Items that need to have a scheduled appointment or rescheduled for redelivery is an additional charge of $150.00<br>*** If you DO NOT indicate any of these additional charges & you require them, then the Freight Company will bill you directly for the additional charges outside of the Quoted shipping charges that we provided to you.<br><br>***If items are shipping International, all taxes, duties & brokerage fees will be your responsibility***<br><br>THIS FREIGHT QUOTE IS ONLY GOOD FOR 15 DAYS AND WILL NEED TO BE REQUOTED IF PURCHASED AFTER THE DEAD LINE | 2 | 631.73<br><br>+3% | 1,263.46<br><br>37.90<br><br>1301.36 |

* This estimated is bound by G2 Automated Technologies, LLC. Terms & Conditions located at http://www.g2automatedtechnologies.com/po_terms_conditions.html. No additional or inconsistent terms shall apply without G2 Automated Technologies, LLC. written consent.
* We accept All Major Credit Cards which are subject to a 3% Non-Refundable Internal Processing Fee.
* We accept Wire Transfers which incur a $30 Fee.
* Item does not include shipping unless stated in quote. This quote is only good for 15 days.
* All Returns, Canceled Orders, & Custom work that are in production with sign offs received are subject to a 80% Restocking Fee
* All Canceled orders upon customers receipt from G2 of Sign Off Drawings are subject to a $250 Cancelation Fee
* Returns must have a RMA# to return any items or they will be rejected.
***NOTE*** All ARO lead times will start upon the Reciept of Sign Off Drawings or concerning
***NOTE*** THE PRICING IS NOT GSA UNLESS STATED WITH A GOV-GAT PART #

**Total** $5,221.46

Koffler Sales Company
Specialists in Floor and Wall Protection
For Over 50 Years!

100% price and satisfaction guaranteed

Products | Product Videos | 100% Customer Satisfaction | About Us | Search...

Get 10% Off Today!
Join Our E-mail Promotions List

Enter your email address

SUBSCRIBE

- Wall Base
- Corner Guards
- Wall Protection
- Diamond Plate and Smooth Metal
- Tape Products
- Stair Treads
- Stair Nosing
- Edging Transitions and Thresholds
- Construction Site Protection
- Pegboards
- Truncated Domes ADA Pads
- Cable Protectors
- Door Protection
- Flooring
- Floor Underlayment
- Wood Flooring Accessories
- Floor Matting
- Floor Tile Accessories
- Dock Bumpers / Wheel Chocks
- Parking Stops | Speed Bumps
- Photoluminescent Exit Signs and Markings
- Spill Containment
- Non Slip Coatings
- Storage Cabinets
- Flags

## shopping cart

| Product No. and Name | Size | Color | Qty. | Unit Pr. | Total Cost |
|---|---|---|---|---|---|
| #A674 - Stainless Steel Corner Guards | 1-1/2" x 1-1/2" x 4 ft. | Satin Finish Drilled 90 degree Angle | 6 | $42.86 each | $257.16 DELETE |

| | |
|---|---|
| SUBTOTAL | $257.16 |
| Shipping/Handling | $37.72 |
| TOTAL | $294.88* |

Coupon Code: Click to apply

Made any changes above? Click here to update.

X .1075

316.996

* Plus Illinois Sales Tax for Illinois Customers
(Additional shipping charges outside the continental US are calculated at checkout.)
Koffler is not responsible for any duties, taxes and brokerage fees associated with the shipment.

Cancel Order | CONTINUE SHOPPING | CHECK OUT

Norton SHOPPING GUARANTEE | ID Theft Protection | Purchase Guarantee | Lowest Price Guarantee

## relatedproducts

**Diamond Plate Wall Corner Guards**

All Corner Guards feature heavy duty solid metal construction. Box/10

View

**Aluminum Corner Guards**

Aluminum Corner Guards a tough, yet light weight metal and attractive look for your corner protection. Easily painted to match wall colors.

View

# T.E.M. Environmental & Mechanical Services, Corp.

Re: Marathon Airport Customs 11/14/2015
Add (30) 48" x 3" OBD's to Lobby Grilles
**COR-1403-01**

Our Price for the HVAC work on the above referenced project is----------**$ 4,350.00**
**Four Thousand Three Hundred Fifty Dollars Zero Cents**

**Add $1,250.00** to have Test & Balance rebalance the system

**Our price includes the following**:

- Install (30) 48"x3" Opposed Blade Dampers for balancing
- Daily cleanup of our trash and debris

**Our price DOES NOT include**:
Concrete cutting, repairing or patching
Framing installation or removal
Drywall installation or removal

We thank you for the opportunity to provide you this proposal. If you have any questions please do not hesitate to contact us. We look forward to working with you in the future.

TEM Environmental & Mechanical Services, Corp

Tom McKechnie
Vice President

3210 Flagler Avenue Key West, FL 33040
Tel: 305-414-8290
www.temenviromech.com
temenvironmental@yahoo.com

OBD's added to the Grilles in the Lobby 12/14/2015

Marathon Airport Run 1

| | | |
|---|---|---|
| Equipment & Material | $ | 2,359.80 |
| Tax =B7+B10 | $ | 91.88 |
| Subcontractors | $ | - |
| Miscellaneous | $ | - |
| Supervision | $ | 210.00 |
| Labor | $ | 1,050.00 |
| Insurance | $ | 70.48 |
| | $ | 3,782.16 |

| | COR Amount | | Profit |
|---|---|---|---|
| $ | 4,349.85 | $ | 567.69 |

More saving.
More doing.℠

MARATHON HOME DEPOT (305)289-1966
4555 OVERSEAS HIGHWAY

6302 00058 52421 12/11/15 03:01 PM
CASHIER SELF CHECK OUT - SCOT58

038877602485 ROBE HOOK <A>
PFISTER VENTURI ROBE HOOK BN
2@14.98 29.96
038877602454 TOWEL BAR <A> 26.98
PFISTER VENTURI 24" TOWEL BAR BN

| | |
|---|---|
| SUBTOTAL | 56.94 |
| SALES TAX | 4.28 |
| TOTAL | $61.22 |

XXXXXXXXXXXX3646 VISA
USD$ 61.22
AUTH CODE 07410G/9580047 TA
Chip Read
AID A0000000031010 CHASE VISA
TVR 0080008000
IAD 06010A03602002
TSI F800
ARC 00

P.O.#/JOB NAME: AIRPORT

6302 58 52421 12/11/2015 9161

RETURN POLICY DEFINITIONS

| | POLICY ID | DAYS | POLICY EXPIRES ON |
|---|---|---|---|
| A | 1 | 90 | 03/10/2016 |

THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!
**********

**ENTER FOR A CHANCE TO WIN A $5,000 HOME DEPOT GIFT CARD!**

Share Your Opinion With Us! Complete the brief survey about your store visit and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

**User ID:**
**2PX3 111433 105189**

**Password:**
**15611 105131**

Entries must be entered by 01/10/2016. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

| Customer | Warehouse |
|---|---|
| SERVICE REPAIR PLUMBER<br>14350 N.W. 7TH AVENUE<br>MIAMI, FL<br>33168 | Lion Plumbing Supply Inc.<br>PO Box 680730<br>Miami, FL<br>33168<br>Telephone: 305-688-6577 |

Entered By EDWARD TORRES

12/18/15 Bid ID: 5005953 ACORN 

| Line | Quantity | Sell Per | Description | Price Per | Net Price | Extended Price |
|---|---|---|---|---|---|---|
| 10 | 1 | EA | /00000020444<br>MISCCELLANEOUS CLOSURE FOR<br>M1435-E518 ON SALES ORDER<br>571274<br>NOTES:<br>1)CLOSURE TO GO AGAINST<br>PARTITION & ALSO NEED GRAB BAR<br>CLOSURE PLATE. SEE CUSTOMER<br>PICTURES & SKETCH | EA | 333.3500 | 333.35 |

BID

Continued Next Page

www.lionplumbing.com

| Customer | Warehouse |
|---|---|
| SERVICE REPAIR PLUMBER<br>14350 N.W. 7TH AVENUE<br>MIAMI, FL<br>33168 | Lion Plumbing Supply Inc.<br>PO Box 680730<br>Miami, FL<br>33168<br>Telephone: 305-688-6577 |

Entered By EDWARD TORRES

12/18/15 Bid ID: 5005953 ACORN 

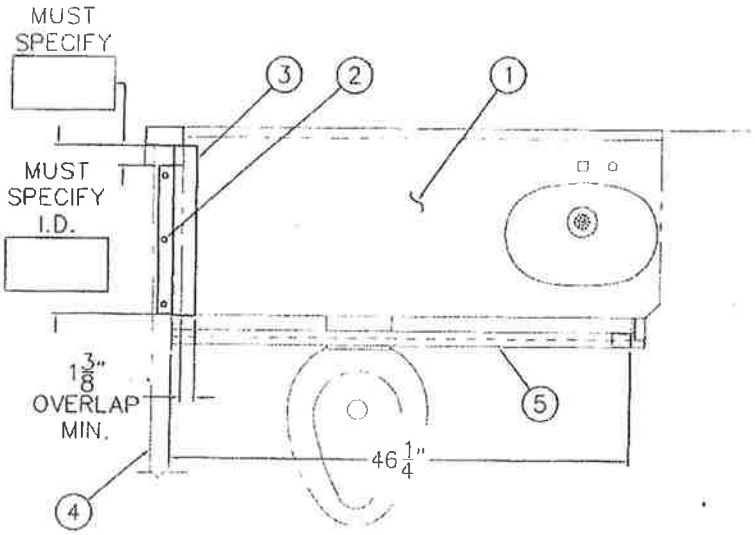
Special Instructions

FREIGHT CHARGES TBD

BID

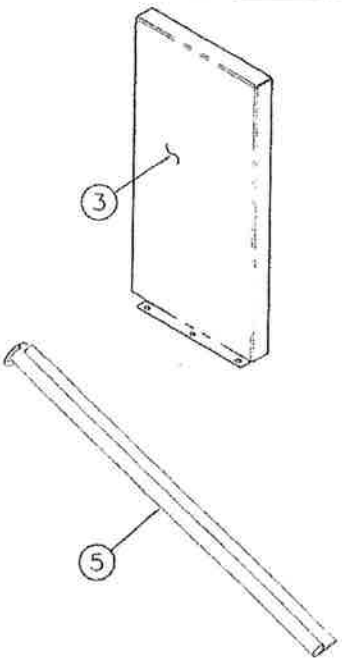
Pricing valid 90 days. Pricing does not include freight charges or sales tax if applicable. This quotations is for job pricing & reference. These submittals do not necessarily indicate that this material is in stock. Please advise us 3 weeks prior to your required delivery date. Your cooperation will help us to provide you a successful & timely material delivery for your job.
WE WILL NOT BE RESPONSIBLE FOR MISINTERPRETATION OF SPECIFICATIONS.

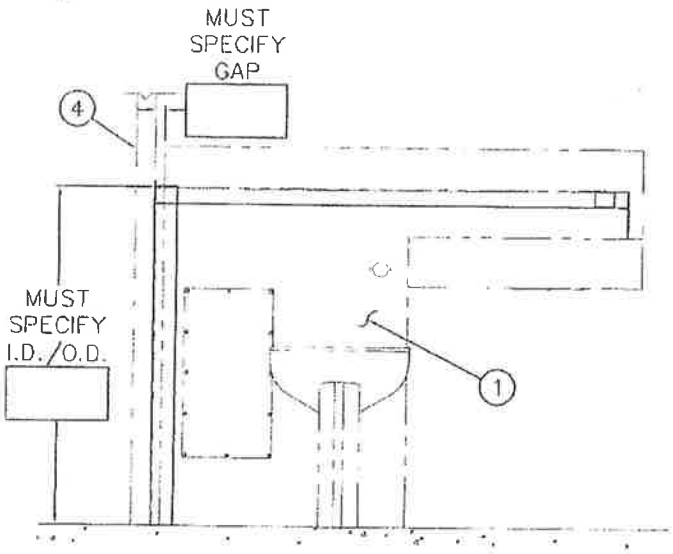
| | |
|---|---|
| Subtotal: | 333.35 |
| Tax: | 23.33 |
| Bid Total: | 356.68 |




**MUST SPECIFY:**

- ☐ -LO LEFT OFFSET (SHOWN)
- ☐ -RO RIGHT OFFSET (OPPOSITE)




1. Existing #M1435-E518
2. ø9/16" Anchoring Holes For Floor Anchors And Anchoring Hardware By Others
3. Filler Enclosure
4. Existing Partition
5. New Grab Bar With Closure Strip

## ACORN #ENG-1039-7 WALL FILLER ENCLOSURE AND GRAB BAR

Drawing intended to provide a detail of a filler enclosure for an existing #M1435-E518 installed next to an exisiting partition and includes a new grab bar with a closure strip. Filler enclosure to be field drilled or welded to fixture, see note below. Customer must specify dimensions where indicated. Filler enclosure and grab bar closure strip are fabricated of 14 gage type 304 stainless steel with exposed surfaces polished to a satin finish.

**ACORN ASSUMES NO RESPONSIBILITY FOR WORK PERFORMED BY OTHERS OR DAMAGE TO FIXTURE OR EQUIPTMENT AS A RESULT OF WORK PERFORMED BY OTHERS.**

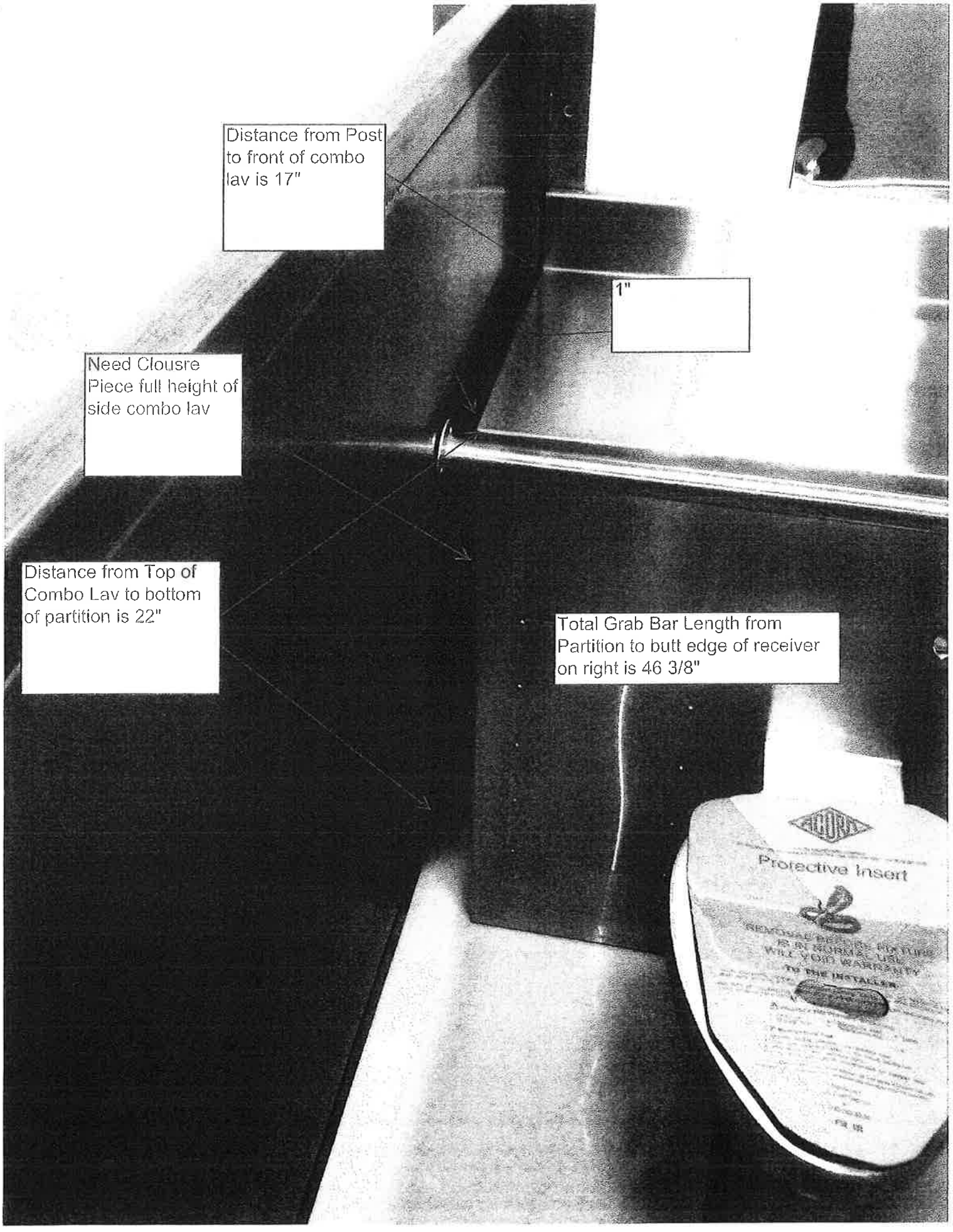
APPROVAL OF THIS MODIFIED SUBMITTAL IS AUTHORIZATION FOR PRODUCTION WITH MODIFICATIONS SHOWN AND NONE OTHERS WHETHER VERBAL OR IMPLIED. NO FURTHER MODIFICATIONS PERMITTED AFTER RECEIPT OF THIS DOCUMENT BY ACORN, A MEMBER OF MORRIS GROUP INTERNATIONAL.

Approved By: _____ Date: _____

| ITEM | QTY. | MODEL NO. | ACORN ENGINEERING COMPANY | 1/16 |
|---|---|---|---|---|
| | | FILLER ENCLOSURE & GRAB BAR | | |
| JOB LOCATION | MARATHON AIRPORT MIAMI, FL | QT #20038218 | P.O. BOX 3527 INDUSTRY, CA 91744 (626) 336-4561 | 15125 PROCTOR AVE INDUSTRY, CA 91746 FAX (626) 961-2200 |
| ARCH. | | | | |
| M.E. | | | | |

| DATE | REVISION | DRN. BY | DWG. NO. |
|---|---|---|---|
| 12/14/15 | | RMC | ENG-1039-7 |

DIMENSIONS ARE SUBJECT TO MANUFACTURERS TOLERANCE AND CHANGE WITHOUT NOTICE. WE CAN ASSUME NO RESPONSIBILITY FOR USE OF SUPERSEDED OR VOID DATA. THIS PRINT IS CONFIDENTIAL AND IS LOANED FOR MUTUAL ASSISTANCE. IT IS NOT TO BE FORWARDED TO OTHER PARTIES NOR REPRINTED IN ANY FORM WITHOUT OUR WRITTEN PERMISSION.


Distance from Post to front of combo lav is 17"
1"
Need Clousre Piece full height of side combo lav
Distance from Top of Combo Lav to bottom of partition is 22"
Total Grab Bar Length from Partition to butt edge of receiver on right is 46 3/8"
Protective Insert

Office DEPOT
OfficeMax

## Shopping Cart

Continue Shopping Live Chat 1.800.463.3768
Your Pickup Store OfficeMax #6537
1118 KEY PLAZA KEY WEST, FL 33040 305-292-1834

Check out with PayPal — or — Checkout

| | | Delivery / Pickup In Store | Qty. | Subtotal |
|---|---|---|---|---|
| | Brother® IntelliFAX® 4100e Business Class Laser Fax<br>**Item # 432206**<br>Why Worry? Get it covered<br>Remove Item Save for Later | Delivery<br>FREE Store Pickup | 1 | $229.99 |
| | Brother® TN-460 High-Yield Black Toner Cartridge<br>**Item # 997550**<br>Remove Item Save for Later | Delivery<br>Estimated delivery 1-3 business days To 33040<br>FREE Store Pickup<br>Subscribe | 1 | $95.49 |

325.48
X1.075
34989

**+ Order by item #**
**+ Apply a coupon code**

**Want to save $50 on your purchase today?**
Open an Office Depot Business Credit Account and start saving PLUS get rewarded automatically.
Learn More

Empty Cart Save to List Share Cart

## Order summary

| | |
|---|---|
| **Items (2) Subtotal** | $325.48 |
| **Estimated Sales Tax**<br>**Are you tax exempt?** | $24.41 |
| **Estimated Total** | $349.89 |

You will save **$70.00** on this order!

Check out with PayPal — or — Checkout

For Vendor 0160 - MONROE COUNTY BLDG DEPT Only

Job # 14629 - Marathon Airport Customs Facil

VENDOR# 0160 - MONROE COUNTY BLDG. DEPT PHONE: (305) 295-3990 CONTACT: LAST PAID: 12/15/15 50.00

| TRAN# | DATE | DOCUMENT | CURRENT | RETENTION | ACCNT PAYMENTS | INVOICE BAL | CASH PAYMENTS |
|---|---|---|---|---|---|---|---|
| 469-0001 | 03/19/15 | Chk # 40798 | | | | | 197.64 |
| 498-0001 | 03/27/15 | Chk # 40826 | | | | | 496.78 |
| 103-0001 | 08/12/15 | Chk # 41302 | | | | | 150.00 |
| 204-0001 | 09/10/15 | Chk # 41411 | | | | | 618.65 |
| | | VENDOR 0160 TOTALS: | 0.00 | 0.00 | 0.00 | 0.00 | 1,463.07 |
| | | JOB 14629 TOTALS: | 0.00 | 0.00 | 0.00 | 0.00 | 1,463.07 |

**FIRST AMENDMENT TO**
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**
**FOR**
**MARATHON AIRPORT CUSTOMS FACILITY, GUARDIAN AD LITEM**
**MONROE COUNTY, FLORIDA**

**THIS FIRST AMENDMENT** to the AGREEMENT BETWEEN OWNER AND CONTRACTOR (hereinafter "AGREEMENT") is made and entered this 10th day of December, 2014, between MONROE COUNTY (the "Owner" or "County"), and PEDRO FALCON ELECTRICAL CONTRACTORS, INC. (the "Contractor") in order to amend the Agreement between the parties dated July 16, 2014 as follows:

**WHEREAS**, the parties entered into an Agreement on July 16, 2014 for the construction of a customs and border control facility at the Marathon Airport; and

**WHEREAS**, Addendum #4 to the Request for Proposals dated May 9, 2014, which is part of the contract documents, states that all permits and fees will be contracted as a reimbursable expense to the contractor; and

**WHEREAS,** in order to eliminate overhead and profit charges on the initial permit, County desires to, and shall pay, the cost of $40,794.34 for the initial permit directly to the Building Department; and

**WHEREAS,** pursuant to the terms of the contract, contractor shall remain responsible for obtaining and paying for any remaining permits necessary for the work, which fees shall be paid to the contractor as a reimbursable expense;

**NOW THEREFORE** in consideration of the mutual promises contained herein, the parties hereby agree to amend the AGREEMENT as follows:

1. County shall pay the cost of permit fees for the construction of the Customs and Border Control Terminal at the Marathon Airport in the amount of $40,794.34.

2. All terms and conditions of the Agreement dated July 16, 2014 not inconsistent herewith shall remain in full force and effect.

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

**IN WITNESS WHEREOF,** the parties hereto have set their hands and Seals on the day first written above. Execution by the Contractor must be by a person with authority to bind the entity.

**SIGNATURE OF THE PERSON EXECUTING THE DOCUMENT MUST BE WITNESSED.**

**(SEAL)**
**Attest: AMY HEAVILIN, CLERK**

By: _____

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

By: _____

WITNESS:

_____
Witness

Kenneth Bygler II
Print Name of Witness

**CONTRACTOR**
**Pedro Falcon Electrical Contractors Inc.**

By: _____

CHRISTIAN BRISSON
Print Name

AS PRESIDENT
Title

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 11/19/17

***MEMORANDUM***

TO: Board of County Commissioners

From: Kevin Wilson
Assistant County Administrator

Date: January 7, 2016

**RE: Change Orders**

---

Attached is a proposed Change Order #12 Pedro Falcon Electrical Contractors, Marathon Airport Custom Facility, Guardian Ad Litem. The Contract Sum will be increased by this Change Order $22,446.72. Substantial Completion as of the date of this change Order is February 1, 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 Friday, January 8, 2016.

Kevin Wilson
**Assistant County Administrator**

KW/ef

# MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT
## CONTRACT CHANGE ORDER

**PROJECT TITLE:**
*Key West Light Station Renovations*
*938 Whitehead St. Key West Fl*

**CHANGE ORDER NO:** *2*

**INITIATION DATE:** *December 11th, 2015*

**CONTRACT DATE:** *July 15th, 2015*

**TO CONTRACTOR:**
*D L Porter Constructors, Inc.*
*6574 Palmer Park Circle Rd.*
*Sarasota, Fl 34238*

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....$665,800.00
Net change by previously authorized Change Orders.....$(7,717.00)
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was... .$658,083.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....$2,041.60
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.....$660,124.60
The Contract Time will be (increased) (decreased) (unchanged) by.....0 Days
The date of Substantial Completion as of the date of this Change Order is.....May 19th, 2016

Detailed description of change order and justification:

The Door at the handicapped accessible entrance and the back door of the Keepers Quarters Are rotted and in need of Replacement.

This change Order is 0.3% of the original contract price.

**Not valid until signed by Owner, Architect (if applicable), and Contractor**

ARCHITECT: _____ 1.4.16
Bender & Associates Architects, P.A. Date

CONTRACTOR: _____ 1-4-16
D.L. Porter Constructors, Inc. Date

DIRECTOR PROJECT MANAGEMENT: _____ 1/7/16
Doug Sposito Date

COUNTY/ASSISTANTADMINISTRATOR _____ 1/12/2016
Roman Gastesi Date
Kevin Wilson
Christine Hurley

## Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If Yes, explanation: Extent of rotten doors was not caught in the scope of the project.

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

  Doors were not operable before, now one will be operated as the ADA accessible entrance and, proper response suggests that both rotten doors should be replaced at the same time.

# CHANGE ORDER REQUEST

| | | | |
|---|---|---|---|
| PROJECT: *(Name and address)* | Key West Light Station Renovation<br>938 Whitehead St.<br>Key West, FL 33040 | CHANGE ORDER REQUEST NUMBER:<br>DATE OF ISSUANCE:<br>ARCHITECT'S PROJECT NO.<br>CONTRACT FOR: Renovations<br>CONTRACT DATE: 7/15/2015 | Two (2) |
| OWNER: *(Name and address)* | Monroe County Board of County Commissioners<br>500 Whitehead St.<br>Key West, FL 33040<br>ATTN: Johnnie Yongue<br>yongue-johnnie@monroecounty-fl.gov | | |
| TO ARCHITECT: *(Name and address)* | Bender & Associates<br>410 Angela St.<br>Key West, FL 33040<br>ATTN: David Salay<br>blbender@bellsouth.net | CONTRACTOR: *(Name and address)* | D.L. Porter Constructors, Inc.<br>6574 Palmer Park Circle<br>Sarasota, FL 34238 |

We herein request changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER OR AUTHORIZATION TO PROCEED WITH THE WORK DESCRIBED IN THIS REQUEST.

Description:
*(Insert a written description of the work and justification)*

Keepers Quarters:

| | | |
|---|---|---|
| Material for two (2) 3'x7' 1 3/4" 4 panel custom made fir doors (2) @ $580/ea. | $ | 1,160.00 |
| Labor to remove & reinstall custom doors; 16/man hrs. | $ | 696.00 |
| Reuse existing hardware. | | NC |
| Contractor's OH & P | $ | 185.60 |
| Total of COR#2 | $ | 2,041.60 |

Additional days requested with this COR 3 days

Attachments:
*(List attached documents that support)*

E-mail from Manley deBoer Lumber

REQUESTED BY:

*(Signature)*

C. Marshall White, Vice President
*(Printed name and title)*

## Marshall White

**From:** Robert Blanchard
**Sent:** Thursday, December 10, 2015 8:13 AM
**To:** Marshall White
**Subject:** FW: Light House Door Quote

Marshall,

Bert Bender requested pricing to replace 2 – 4 panel exterior doors at the Keepers Quarters please see quote below. It doesn't include labor to install.

Robert

Robert Blanchard Jr.
D.L. PORTER CONSTRUCTORS INC.
302 Southard St. Suite 209, Key West, Fl. 33040
Office (941)929-9400, Mobile (941)915-9523

---

**From:** Bill Mulligan [mailto:bill@manleydeboer.com]
**Sent:** Wednesday, December 09, 2015 3:32 PM
**To:** Robert Blanchard
**Subject:** Light House Door Quote

Robert,

The cost of the Door for the souvenir shop to match existing door will be custom made. This door will be made out of Heart Cypress material.

(1) 34 x 91 -1/4 $1457.00 plus tax Approx 2 weeks lead time

The cost fo the doors for the Keeper House will be Fir Material

3/0x7/0x1-3/4 4 Panel Fir $ 539.58 plus tax Approx 6 weeks lead time

2 Req'd.

Thanks,
Bill Mulligan
Outside Sales
Manley deBoer Lumber
305-304-5972

***MEMORANDUM***

TO: Board of County Commissioners

From: Kevin Wilson
Assistant County Administrator

Date: January 11, 2016

**RE: Change Orders**

---

Attached is a proposed Change Order #2 D L Porter Constructors, Key West Light Station Renovations. The Contract Sum will be increased by this Change Order $2,041.60. Substantial Completion as of the date of this change Order is may 19, 2016.

According to Ordinance No. 004-1999 adopted by the Board of County Commissioners, proposed change orders are to be presented to members of the Board of County Commissioners prior to approval, assuming they are within the Administrator's prescribed limits. Change orders not within the Administrator's authority are placed on the BOCC agenda.

The Assistant County Administrator intends to approve this change order on Tuesday, January 12, 2016.

Kevin Wilson
**Assistant County Administrator**

KW/ef

# MONROE COUNTY ENGINEERING
# CONTRACT CHANGE ORDER

**PROJECT TITLE: No Name Key Bridge Repair Project**

**CHANGE ORDER NO: 2**

**INITIATION DATE: 1/11/16**

**TO CONTRACTOR:**

**CONTRACT DATE: 8/20/2014**

The Contract is changed as follows:

| | |
|---|---|
| The original Contract Sum | $2,997,676.00 |
| Net change by previously authorized Change Orders | $691,345.00 |
| The Contract Sum prior to this Change Order was | $3,689,021.00 |
| The Contract Sum will be changed by this Change Order | ($96,535.32) |
| The new Contract Sum including this Change Order is | 3,592.485.68 |
| The Contract Time will be increased by | 42 Days |
| The date of Substantial Completion as of the date of this Change Order is | 2/26/16 |

Detailed description of Change Order:

As a result of weather days, FDOT approved holidays and additional work the contract completion date is extended by 42 days.

| | |
|---|---|
| As a result of an increase in Structural Pile Jacket quantities not identified in the original contract or in Change Order #1, the contract line item value has increased | $143,963.80 |
| As a result of an increase in the coating of additional structural steel bearings the contract line item value has increased | $21,320.00 |
| Total increase | $165,283.80 |
| Total contract underruns | ($261,819.12) |
| Net Amount of this Change Order | ($96,535.32) |

**This Change Order is -3.2% of the original contract price.**

CONTRACTOR: _____ 1/13/16
Coastal Gunite Construction Co. Date

ENGINEERING SERVICES DIRECTOR: _____ 1/20/2016
Judith S. Clarke, P.E. Date

ASSISTANT COUNTY ADMINISTRATOR: _____ 1/22/2016
Kevin Wilson, P.E. Date

**Original Contract**

| Item No | Description of Item | Unit | Contract Qty | Contract Unit Cost | Contract Amount | Final Project Totals Qty | Final Project Totals Amount | Reconciliation: Project Overrun (Underrun) Qty | Reconciliation: Project Overrun (Underrun) Amount |
|---|---|---|---|---|---|---|---|---|---|
| 101-1 | Mobilization | LS | 1 | $400,000.00 | $ 400,000.00 | 1 | $ 400,000.00 | 0 | $ - |
| 102-1 | Maintenance of Traffic (180 Days) | LS | 1 | $ 50,000.00 | $ 50,000.00 | 1 | $ 50,000.00 | 0 | $ 0.00 |
| 104-11 | Floating Turbidity Barrier | LF | 6827 | $ 8.00 | $ 54,616.00 | 6800 | $ 54,400.00 | -27 | $ (216.00) |
| 400-142-3 | Cathodic Protection System, Zinc Aluminum Spray | SF | 12514 | $ 18.50 | $ 231,509.00 | 12473.125 | $ 230,752.81 | -40.875 | $ (756.19) |
| 401-70-3 | Restored Spalled Areas, Latex Modified Mortar-Acrylic | CF | 3346.6 | $ 360.00 | $ 1,204,776.00 | 3346.6 | $ 1,204,776.00 | 0 | $ - |
| 411-1 | Epoxy Material for Crack Injection-Structures Rehab | GA | 25 | $ 380.00 | $ 9,500.00 | 2 | $ 760.00 | -23 | $ (8,740.00) |
| 411-2 | Cracks Inject & Seal-Structures Rehab | LF | 100 | $ 75.00 | $ 7,500.00 | 12.834 | $ 962.55 | -87.166 | $ (6,537.45) |
| 415-1-4 | Reinforcing Steel-Superstructure | LB | 18482 | $ 4.00 | $ 73,928.00 | 2071.1 | $ 8,284.40 | -16410.9 | $ (65,643.60) |
| 415-1-5 | Reinforcing Steel-Substructure | LB | 1598 | $ 4.00 | $ 6,392.00 | 9.4 | $ 37.60 | -1588.6 | $ (6,354.40) |
| 455-81-101 | Cathodic Protection F&I, Pile, Zinc Anode Assembly | EA | 12 | $ 941.00 | $ 11,292.00 | 12 | $ 11,292.00 | 0 | $ - |
| 457-2-121 | Cathodic Protection Integral Pile Jacket, Non-Structural, 16.1" to 30.0", Galvanic System | LF | 141 | $ 1,333.00 | $ 187,953.00 | 24.5 | $ 32,658.50 | -116.5 | $ (155,294.50) |
| 457-2-221 | Cathodic Protection Integral Pile Jacket, Structural 16.1" to 30.0" Galvanic System | LF | 154 | $ 1,490.00 | $ 229,460.00 | 154 | $ 229,460.00 | 0 | $ - |
| 458-1-21 | Bridge Deck Expansion Joint, Rehabilitation, Poured Joint With Backer Rod | LF | 1610 | $ 75.00 | $ 120,750.00 | 1610 | $ 120,750.00 | 0 | $ - |
| 561-1 | Coating Existing Structure Steel | LS | 1 | $410,000.00 | $ 410,000.00 | 1 | $ 410,000.00 | 0 | $ - |
| | | | | | **$ 2,997,676.00** | | **$ 2,754,133.86** | | **$ (243,542.14)** |

**Change Order #1**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| CO1: 401-70-3 | Restore Spalled Areas - Additional Qty | CF | 1548.4 | $ 360.00 | $ 557,424.00 | 1497.63061 | $ 539,147.02 | -50.769389 | $ (18,276.98) |
| CO1: 457-2-221 | Cathodic Protection Integral Pile Jacket, Structural - Additional Qty | LF | 89.87987 | $ 1,490.00 | $ 133,921.00 | 89.88 | $ 133,921.00 | 0 | $ - |
| | | | | | **$ 691,345.00** | | **$ 673,068.02** | | **$ (18,276.98)** |

**Change Order #2 (Not Executed)**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| CO2: 457-2-221 | Cathodic Protection Integral Pile Jacket, Structural - Additional Qty Overrun | LF | | | | 96.62 | $ 143,963.80 | 96.62 | $ 143,963.80 |
| CO2: 561-1 | Coating Existing Structure Steel - Additional Bearings Overrun | LS | | | | 1 | $ 21,320.00 | 1 | $ 21,320.00 |
| | | | | | $ - | | **$ 165,283.80** | | **$ 165,283.80** |
| | **GRAND TOTAL** | | | | **$ 3,689,021.00** | | **$ 3,592,485.68** | | **$ (96,535.32)** |

***MEMORANDUM***

TO: Board of County Commissioners

From: Kevin Wilson
Assistant County Administrator

Date: January 21, 2016

**RE: Change Orders**

---

Attached is a proposed Change Order #2 Coastal Gunite Construction Co., No Name Key Bridge Repair Project. The Contract Sum will be decreased by this Change Order $96,535.32. Substantial Completion as of the date of this change Order is February 26, 2016.

According to Ordinance No. 004-1999 adopted by the Board of County Commissioners, proposed change orders are to be presented to members of the Board of County Commissioners prior to approval, assuming they are within the Administrator's prescribed limits. Change orders not within the Administrator's authority are placed on the BOCC agenda.

The County Administrator intends to approve this change order on Friday, January 22, 2016.

Kevin Wilson
**Assistant County Administrator**

KW/ef

# MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

**PROJECT TITLE:**
*Magnolia Street Public Works Facility,*
*Guardian Ad Litem*

**CHANGE ORDER NO: 2**

**INITIATION DATE:** ***December 11, 2015***

**TO CONTRACTOR:**
*Burke Construction Group, Inc.*
*10145 NW 19th Street*
*Miami Florida 33172*

**CONTRACT DATE: 10/30/15**

**CONTRACTOR CHANGE ORDER # 3 & 4**

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....$1,175,500.00
Net change by previously authorized Change Orders.....$ 5,959.62
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was.....$1,181,459.62
The (Contract Sum) (Guaranteed Maximum Price) will be **(increased)** (decreased)
(unchanged) by this Change Order.....$ 3,711.03
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.....$1,185,170.65
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.....6/16/16

Detailed description of change order and justification:
*Contractor Change Order # 3 - Concrete block wall needed to be filled with concrete to support mezzanine. 03-100 – Material – 3,000 PSI Concrete and wood forms.*
*Contractor Change Order # 4 – Existing concrete slab not level needed to cut concrete slab and make it level with concrete.*
*This change Order is .316% of the original contract price.*

**Not valid until signed by Owner, Architect (if applicable), and Contractor**

ARCHITECT: CSA Architects — Date 1/18/16

CONTRACTOR: Burke Construction Group Inc. — Date 1/14/16

DIRECTOR, PROJECT MANAGEMENT: Doug Sposito — Date 1/19/16

COUNTY/ASSISTANT ADMINISTRATOR: Roman Gastesi, Kevin Wilson, Christine Hurley — Date 1/21/2016

# 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 # 2 is due to additional material and labor required to strengthen the existing concrete block wall to support the new mezzanine and to make the two existing slab height differences level.*

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☒No ☐

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

# Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

If Yes, explanation:

*Burke change order #3 is due to Revision #1 and RFI #11 for drawing S2.0 that was submitted after the bid process and Burke change order # 4 is due to revision 2 and RFI # 3 existing slab elevation difference.*

- 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:

– Condition not known until after demolition.

# Change Order Request

AIA Document G710

| | |
|---|---|
| OWNER | X |
| ARCHITECT | |
| CONTRACTOR | X |
| FIELD | |
| SUBCONTRACTOR | |

BURKE Construction Group Inc

| | | | |
|---|---|---|---|
| PROJECT: | Magnolia St. Public Works<br>300 Magnolia St.<br>Key Largo< Florida33037 | CHANGE ORDER NUMBER:<br>DATE:<br>CONTRRACTOR PROJECT#: | 004<br>12/11/2015<br>1516 |
| CONTRACTOR: | Burke Construction Group, Inc.<br>10145 N.W. 19th Street<br>Doral, Florida33172 | | |

## Prime Contract Change Order #004: Existing slab elevation difference

| | | | |
|---|---|---|---|
| **TO:** | **Monroe County Engineering**<br>1100 Simonton Street<br>Key West, Florida 33040 | **FROM:** | **Burke Construction Group, Inc.**<br>10145 NW 19th Street<br>Miami Florida 33172 |
| **DATE CREATED:** | 12/11/2015 | **CREATED BY:** | Amando Silveira (Burke Construction Group, Inc.) |
| **CONTRACT STATUS:** | Pending - In Review | **REVISION:** | 0 |
| **DESIGNATED REVIEWER:** | Jose Aquila (Currie Sowards Aquila Architects) | **REVIEWED BY:** | |
| **DUE DATE:** | | **REVIEW DATE:** | |
| **INVOICED DATE:** | | **PAID DATE:** | |
| **SCHEDULE IMPACT:** | 0 days | **EXECUTED:** | No |
| **CONTRACT FOR:** | 1516:Magnolia St. Public Works Prime Contract | **TOTAL AMOUNT:** | $659.24 |

**DESCRIPTION:**
Per RFI #3 response, we will saw cut the existing slab and re-pour level so that there is a smooth transition between the slabs in the warehouse.

**ATTACHMENTS:**
15-008 MC Change Order #3 rev2 Existing Slab Infill.pdf

**CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:**

| COR # | Title | Schedule Impact | Amount |
|---|---|---|---|
| 004 | Existing slab elevation difference | | $659.24 |
| | | TOTAL: | $659.24 |

**CHANGE ORDER LINE ITEMS:**

# Change Order Request

| | |
|---|---|
| OWNER | X |
| ARCHITECT | |
| CONTRACTOR | X |
| FIELD | |
| SUBCONTRACTOR | |

*AIA Document G710*

BURKE Construction Group Inc

**PCO #004:Existing slab elevation difference**

| # | Cost Code | Description | Funding Source | Type | Amount |
|---|---|---|---|---|---|
| 1 | 03-100 - CONCRETE | Concrete Material | | Subcontractor | $285.35 |
| 2 | 03-100 - CONCRETE | Labor to cut concrete | | Subcontractor | $192.00 |
| 3 | 03-100 - CONCRETE | General conditions | | Subcontractor | $73.00 |
| 4 | 03-100 - CONCRETE | Overhead & Profit | | Subcontractor | $53.04 |
| | | | | Subtotal: | $603.40 |
| | | | | Bond: 2.80% on all line item types | $11.87 |
| | | | | Insurance: 1.66% on all line item types | $9.83 |
| | | | | Overhead & Profit: 10.00% on all line item types | $56.34 |
| | | | | Grand Total: | $659.24 |

| | |
|---|---|
| The original (Contract Sum) | $1,175,500.00 |
| Net change by previously authorized Change Orders | $0.00 |
| The contract sum prior to this Change Order was | $1,175,500.00 |
| The contract sum will be increased by this Change Order in the amount of | $659.24 |
| The new contract sum including this Change Order will be | $1,176,159.24 |
| The Contract Time will be (increased) (decreased) (unchanged) by | 0 days |
| The date of Substantial Completion as of the date of this Change Order therefore is | |

Master Permit Issue Date: 10/30/2015 Contract Base Days: 240 Added Time Above: 6/16/2016

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reseved to amend and make claim for any and all of these related items prior to final settlement of this contract.

| | | |
|---|---|---|
| **Jose Aquila (Currie Bowards 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 12/14/15 DATE | SIGNATURE DATE | SIGNATURE 12/15/15 DATE |

ADVANCE BUILDERS CONTRACTORS, CORP.

ABC

# CHANGE ORDER

C.O. No. #3 rev2
December 10, 2015

Burke Construction Group Inc.
10145 N.W. 19th Street
Doral, Florida 33172

Attn: Armando Silveira and Mr. Anthony J. Burke

Re: Monroe County Public Work Offices
Existing Slab Infill

This change order includes labor, materials and equipment necessary to cut the existing slab, clean and remove all lose debris and infill with 3,000PSI concrete per RFI#03.

Scope of work and additional cost

- Existing Slab Infill

| | |
|---|---|
| • Materials, (2 CY's of 3,000PSI concrete @ 124.00) | $ 248.00 |
| • Tax 7% | $ 17.36 |
| Total of materials | $ 265.36 |
| • Labor (2 man 4 hrs. @ $24.00) | $ 192.00 |
| • General Conditions | $ 73.00 |
| Subtotal change order | $ 530.36 |
| OH and profit of 10% | $ 53.04 |
| Total of Change Order | $ 583.40 |

Not included in proposal:

- P&P Bond
- City permit and fees
- Inspection fees & testing
- Removal & relocation of MEP
- Other work not describe above
- Dust Control
- Dumpsters
- Portable Toilets
- Prevailing wages

Miguel A. Vélez-Maymí, CGC
President

# RFI #3

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

## Existing Floor Elevation

| | | | |
|---|---|---|---|
| **TO:** | Jose Aquila (Currie Sowards Aguila Architects)<br>185 NE 4th Ave, Suite 101<br>Delray Beach, Florida 33483 | **FROM:** | Armando Silveira (Burke Construction Group, Inc.)<br>10145 NW 19th Street<br>Miami, Florida 33172 |
| **DATE INITIATED:** | 11/13/ 2015 | **STATUS:** | Open |
| **LOCATION:** | | **DUE DATE:** | 11/16/2015 |
| **COST CODE:** | | **REFERENCE:** | |
| **COST IMPACT:** | | **SCHEDULE IMPACT:** | |
| **DRAWING NUMBER:** | D1.01 | **SPEC SECTION:** | |
| **LINKED DRAWINGS:** | | | |
| **RECEIVED FROM:** | Armando Silveira (Burke Construction Group, Inc.) | | |

**COPIES TO:**
Jose Aquila (Currie Sowards Aguila Architects), Dan Bensley (Monroe County Engineering)

**Question from: Armando Silveira (Burke Construction Group, Inc.) at 03:30 PM on 11/13/2015**

Per our weekly meeting yesterday, we have observed that the existing slabs to the warehouse areas are at different elevations. Please see attached plan and picture. The owner stated that they are ok with a small 6" transition ramp between the slabs. However, please note that this will cause the exterior doors to be at different elevations, and the head room underneath the mezzanine will vary. Please advise what the minimum head room is and provide direction on how to proceed with the different transition heights. Exterior doors need to be set flush with the ground.

**Attachments:**
RFI #03 plan.pdf RFI #03 picture.pdf

**All Replies:**

Remove a portion of the existing slab to either side of the gap resulting in a new wider gap of a minimum of 12 inches in width. Clean and remove all lose debris and infill with new concrete over original slab to match adjacent levels.

José Aguila, AIA, LEED AP — BY
11/17/2015 — DATE
COPIES TO

# Change Order Request

*AIA Document G710*

| | |
|---|---|
| OWNER | X |
| ARCHITECT | |
| CONTRACTOR | X |
| FIELD | |
| SUBCONTRACTOR | |

BURKE Construction Group Inc

| | | | |
|---|---|---|---|
| PROJECT: | Magnolia St. Public Works<br>300 Magnolia St.<br>Key Largo< Florida33037 | CHANGE ORDER NUMBER:<br>DATE:<br>CONTRRACTOR PROJECT#: | 003<br>12/11/2015<br>1516 |
| CONTRACTOR: | Burke Construction Group, Inc.<br>10145 N.W. 19th Street<br>Doral, Florida33172 | | |

## Prime Contract Change Order #003: Mezzanine Support

| | | | |
|---|---|---|---|
| **TO** | **Monroe County Engineering**<br>1100 Simonton Street<br>Key West, Florida 33040 | **FROM:** | **Burke Construction Group, Inc.**<br>10145 NW 19th Street<br>Miami Florida 33172 |
| **DATE CREATED:** | 12/11/2015 | **CREATED BY:** | Armando Silveira (Burke Construction Group, Inc.) |
| **CONTRACT STATUS:** | Pending - In Review | **REVISION:** | 0 |
| **DESIGNATED REVIEWER:** | Jose Aquila (Currie Sowards Aguila Architects) | **REVIEWED BY:** | |
| **DUE DATE:** | 12/18/2015 | **REVIEW DATE:** | |
| **INVOICED DATE:** | 12/11/2015 | **PAID DATE:** | |
| **SCHEDULE IMPACT:** | 0 days | **EXECUTED:** | No |
| **CONTRACT FOR:** | 1516:Magnolia St. Public Works Prime Contract | **TOTAL AMOUNT:** | $3,051.79 |

**DESCRIPTION:**
Fill in existing CMU wall per RFI response #11.

**ATTACHMENTS:**
15-006 MC Change Order #2 rev1 Block Cells Infill.pdf

**CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:**

| COR # | Title | Schedule Impact | Amount |
|---|---|---|---|
| 003 | Mezzanine Support | 0 days | $3,051.79 |
| | | TOTAL: | $3,051.79 |

**CHANGE ORDER LINE ITEMS:**

# Change Order Request

| | |
|---|---|
| OWNER | X |
| ARCHITECT | |
| CONTRACTOR | X |
| FIELD | |
| SUBCONTRACTOR | |

*AIA Document G710*

BURKE Construction Group Inc

**PCO #003:Mezzanine** Support

| # | Cost Code | Description | Funding Source | Type | Amount |
|---|---|---|---|---|---|
| 1 | 03-100 - CONCRETE | Labor for cutting & pumping cells | | Subcontractor | $964.00 |
| 2 | 03-100 - CONCRETE | Material (forms & concrete) | | Subcontractor | $1,040.18 |
| 3 | 03-100 - CONCRETE | Pump | | Subcontractor | $390.00 |
| 4 | 03-100 - CONCRETE | General Conditions | | Subcontractor | $121.00 |
| 5 | 03-100 - CONCRETE | Overhead & Profit | | Subcontractor | $245.52 |
| | | | | Subtotal: | $2,760.70 |
| | | | | Bond: 2.00% on all line item types | $54.01 |
| | | | | Insurance: 1.00% on all line item types | $27.01 |
| | | | | Overhead & Profit: 10.00% on all fee item types | $270.07 |
| | | | | Grand Total: | $3,051.79 |

| | |
|---|---|
| The original (Contract Sum) | $1,175,500.00 |
| Net change by previously authorized Change Orders | $0.00 |
| The contract sum prior to this Change Order was | $1,175,500.00 |
| The contract sum will be increased by this Change Order in the amount of | $3,051.79 |
| The new contract sum including this Change Order will be | $1,178,551.79 |
| The Contract Time will be (increased) (decreased) (unchanged) by | 0 days |
| The date of Substantial Completion as of the date of this Change Order therefore is | |

Master Permit Issue Date: 10/30/2015 Contract Base Days: 240 Added Time Above: 6/16/2016

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reseved to amend and make claim for any and all of these related items prior to final settlement of this contract.

**Jose Aquila (Currie Sowards Aquila Architects)**
185 NE 4th Ave, Suite 101
Delray Beach Florida 33483

SIGNATURE 12/14/15 DATE

**Monroe County Engineering**
1100 Simonton Street
Key West Florida 33040

SIGNATURE DATE

**Burke Construction Group, Inc.**
10145 NW 19th Street
Miami Florida 33172

SIGNATURE 12/15/15 DATE

# RFI #11

Burke Construction Group, Inc.
10145 N.W. 19th Street
Doral, Florida 33172
Phone: (305) 468-6804
Fax: (305) 468-6854

Project: 1516 - Magnolia St. Public Works
300 Magnolia St.
Key Largo, Florida 33037
Phone: 3054686604
Fax: 3054686654

## Mezzanine Support

| | | | |
|---|---|---|---|
| **TO:** | Jose Aquila **(Currie Sowards Aguila Architects)**<br>165 NE 4th Ave, Suite 101<br>Delray Beach, Florida 33483 | **FROM:** | Armando Silveira **(Burke Construction Group, Inc.)**<br>10145 NW 19th Street<br>Miami, Florida 33172 |
| **DATE INITIATED:** | 12/07/ 2015 | **STATUS:** | Open |
| **LOCATION:** | | **DUE DATE:** | 12/10/2015 |
| **COST CODE:** | | **REFERENCE:** | |
| **COST IMPACT:** | Yes (Unknown) | **SCHEDULE IMPACT:** | Yes (Unknown) |
| **DRAWING NUMBER:** | S2.0 | **SPEC SECTION:** | |

**LINKED DRAWINGS:**

**RECEIVED FROM:** Miguel Velez **(Advanced Builders Contractors, Corp)**

**COPIES TO:**
Jose Aquila **(Currie Sowards Aguila Architects)**, Dan Bensley **(Monroe County Engineering)**

**Question** from Armando Silveira (Burke Construction Group, Inc.) at 04:25 PM on 12/07/2015:

Per the attached sketch and pictures, Sheet S2.0 detail #4 calls for us to attach each mezzanine support to an angle drilled and epoxy to existing filled cells As you can see in the pictures, none of the cells are filled. Please advise on how to proceed

**Attachments:**
IMG_0098.JPG IMG_0099.JPG Sketch for RFI #11.pdf

**All Replies:**

Knock out a 24" x 24" area of the cmu. Fill with 3000 psi concrete.
Install anchor bolts per pan.

| Robert J Selinsky P.E. | 12-08-15 | |
|---|---|---|
| **BY** | **DATE** | **COPIES TO** |

ADVANCE BUILDERS CONTRACTORS, CORP.
Certified General Contractor
Lic.# CGC1513369

# CHANGE ORDER

C.O. No. #2 rev2
January 8, 2016

Burke Construction Group Inc.
10145 N.W. 19th Street
Doral, Florida 33172

Attn: Armando Silveira and Mr. Anthony J. Burke

Re: Monroe County Public Work Offices
Masonry Block Cells Infill

This change order includes labor, materials and equipment necessary to knock out (2ea) 24"X24" area of the CMU, then formed and poured with 3,000PSI concrete per RFI#11. Also, knock out and fill East wall solid with Grout.
Scope of work and additional cost

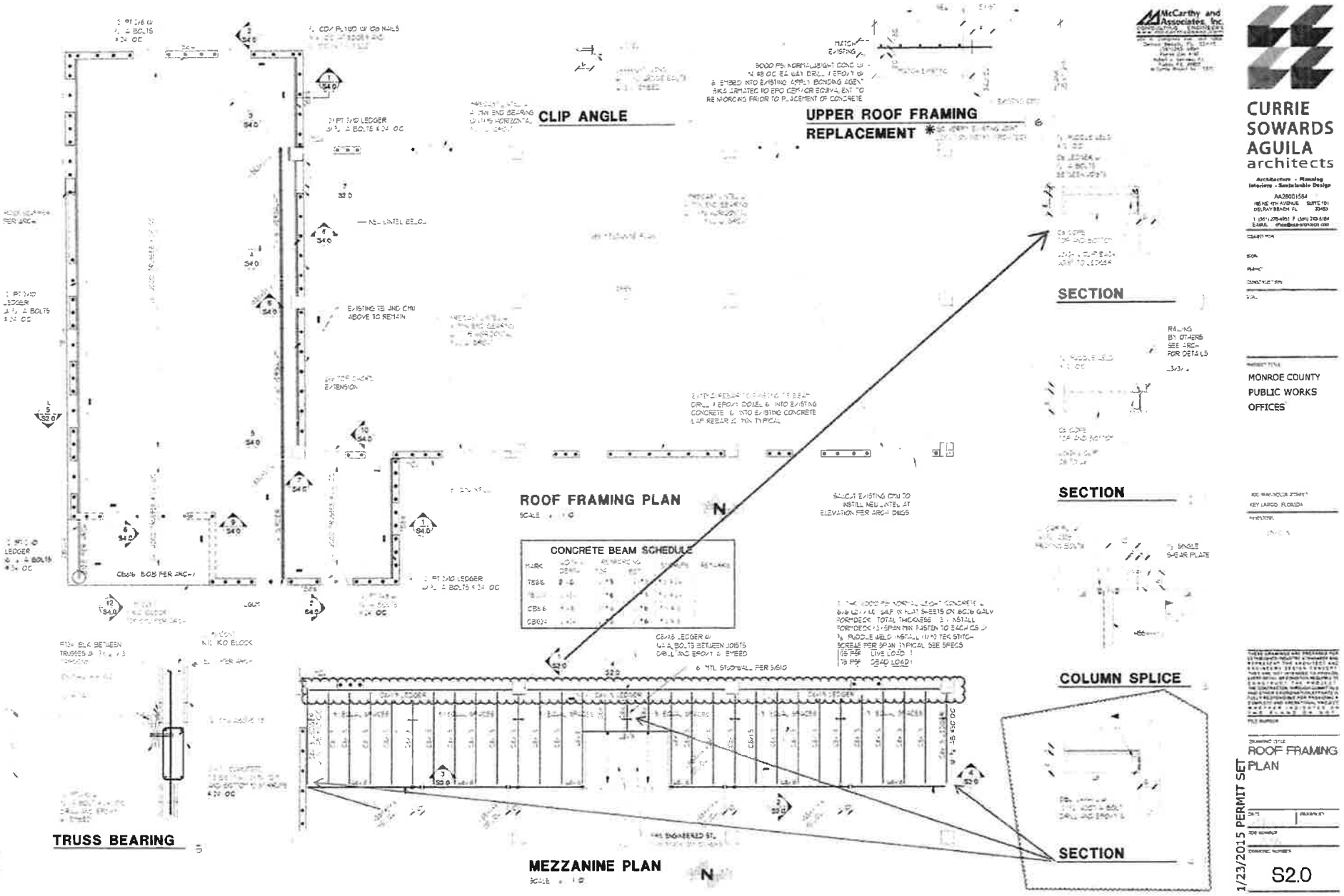
- Masonry Blocks Cell Infill
  - Materials
    - 8 CY's 3,000PSI grout @ $123.00 — $ 984.00
  - Equipment
    - Concrete pump ( 6 hrs min. X $65.00) — $ 390.00

| | |
|---|---|
| Subtotal materials and equipment | $ 1,374.00 |
| Tax 7% | $ 96.18 |
| Total materials and equipment | **$ 1,470.18** |
| Labor (4 man X 9 hrs. @ $24.00) | **$ 864.00** |
| General Conditions | **$ 121.00** |
| Subtotal of Change Order | $ 2,455.18 |
| OH and Profit of 10% | $ 245.52 |
| Total of Change Order | **$ 2,700.70** |

Not included in proposal:

- P&P Bond
- City permit and fees
- Inspection fees & testing
- Removal & relocation of MEP
- Other work not describe above
- Dust Control
- Dumpsters
- Portable Toilets
- Prevailing wages

Miguel A. Vélez-Maymí, CGC
President




McCarthy and Associates, Inc.

CURRIE SOWARDS AGUILA architects

Architecture · Planning
Interiors · Sustainable Design

AA26001584

MONROE COUNTY PUBLIC WORKS OFFICES

1/23/2015 PERMIT SET

ROOF FRAMING PLAN

S2.0

***MEMORANDUM***

TO: Board of County Commissioners

From: Kevin Wilson
Assistant County Administrator

Date: January 21, 2016

**RE: Change Orders**

---

Attached is a proposed Change Order #2 Burke Construction Group, Inc., Magnolia Street Public Works Facility, Guardian Ad Litem. The Contract Sum will be increased by this Change Order $3,711.03. Substantial Completion as of the date of this change Order is June 16, 2016.

According to Ordinance No. 004-1999 adopted by the Board of County Commissioners, proposed change orders are to be presented to members of the Board of County Commissioners prior to approval, assuming they are within the Administrator's prescribed limits. Change orders not within the Administrator's authority are placed on the BOCC agenda.

The County Administrator intends to approve this change order on Friday, January 22, 2016.

Kevin Wilson
**Assistant County Administrator**

KW/ef

# MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

**PROJECT TITLE:**
Cudjoe Transfer Station
Ground water testing

**CHANGE ORDER NO:** 1

**INITIATION DATE: November 2015**

**CONTRACT DATE: November 18, 2012**

**TO CONTRACTOR:**
Langan Engineering and Environmental Services, Inc.
15150 NW 79th Court, Suite 200
Miami, Florida 33016.

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....$7480.00
Net change by previously authorized Change Orders.....$7480.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was.....$7480.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....$7480.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.....$14960.00
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:

As a condition of a lawsuit settlement, the County has agreed to increase ground water testing at the closed Cudjoe Key landfill from twice a year to four times a year.

This change Order is 100.00% of the original contract price.

**Not valid until signed by Owner, Architect (if applicable), and Contractor**

ARCHITECT: N/A — Date

CONTRACTOR: Langan Eng & Environ Inc — 1/21/16
Name of Contractor — Date

DIRECTOR, SOLID WASTE — 1/21/16
Your Name — Date

COUNTY/ASSISTANT ADMINISTRATOR: 1/20/2016 — Date
Roman Gastesi
Kevin Wilson
Christine Hurley

***MEMORANDUM***

TO: Board of County Commissioners

From: Kevin Wilson
Assistant County Administrator

Date: January 21, 2016

**RE: Change Orders**

---

Attached is a proposed Change Order #1 Langan engineering and Environmental Services, Inc., Cudjoe Transfer Station Ground water tesing. The Contract Sum will be increased by this Change Order $7,480.00. As a condition of a lawsuit settlement, the County has agreed to increase ground water testing at the closed Cudjoe Key landfill from twice a year to four times a year.

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 Monday, January 25, 2016.

Kevin Wilson
**Assistant County Administrator**

KW/ef

# MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

**PROJECT TITLE:**
*Marathon Airport Custom Facility,*
*Guardian Ad Litem*

**CHANGE ORDER NO:** 13

**INITIATION DATE:** *January 14, 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 | $ 317,828.34 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was | $1,409,231.34 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | $ 6,174.50 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is | $1,415,405.84 |
| The Contract Time will be (increased) (decreased) (unchanged) by | N/A |
| The date of Substantial Completion as of the date of this Change Order is | February 1, 2016 |

Detailed description of change order and justification:

*Additional equipment required to ensure that the other occupants of the Marathon Airport cannot access the Customs and Border Patrol integrated telephone network*

*This change Order is .5657% of the original contract price*

**Not valid until signed by Owner, Architect (if applicable), and Contractor**

ARCHITECT
K2M Design, Inc. — Date 1/27/2016

CONTRACTOR
Pedro Falcon Electrical Contractors — Date 01/26/2016

DIRECTOR, PROJECT MANAGEMENT
Doug Saddito — Date 1/21/16

COUNTY/ASSISTANT ADMINISTRATOR
Roman Gastesi
Kevin Wilson — 1/28/2016
Christine Hurley — 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 Avaya integrated phone system was requested by Customs and Border Patrol personnel and added to the contract from change order #10. This change order adds equipment to their system that ensures that other occupants of the Marathon Airport do not get access to the Customs and Border Patrol network.*

- Change Order was included in the original specifications. Yes ☐ No ☒

If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☒ No ☐

If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

Should a claim under the applicable professional liability policy be made? Yes ☐ No ☐

Explain:

# Pedro Falcon Contractors, Inc.

## General Contracting

*31160 Avenue C, Big Pine Key, FL 33043-4516*
*(305) 872-2200 • Fax (305) 872-2219 • falconel@bellsouth.net*
*CGC 1507617*


## Request for Change Order
## 14 January 2016

---

**Project:** Marathon Airport Customs Terminal

**Change Order Request No:** Thirteen

**Description:** Added Telephone Equipment

**Additional Phone Equipment Required To Keep Phone System Off DHS Network**

Arrow Systems Integration
CO # 70156277 (attached).....$5,024.02

Sales/Use Tax @ 6%.....$301.44

Local Tax @ 1.5% .....$75.00

**SUBTOTAL:.....$5,400.46**

**PFC Coordination @ Hrs @ $100.....$200.00**

**SUBTOTAL ALL OF THE ABOVE:.....$5,600.46**

**Overhead @ 5%.....$280.02**

**Subtotal.....$5,880.48**

**Profit @ 5%.....$294.02**

**TOTAL ALL OF THE ABOVE:.....$6,174.50**

---

**Proposal Stipulations:**

**Phone System is not considered to be a part of substantial completion.**

**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:.....$6,174.50**

**Additional Time Requested for Change:**

**Substantial Completion by February 01, 2016**

**Final Completion by March 02, 2016**

Respectfully Submitted,

Ken Bygler
Project Manager

ARROW | Systems Integration

# Customer Change Authorization

| | | | |
|---|---|---|---|
| **Change Order Number:** | 70156277 | **Submitted By:** | Jenny Geaslen |
| **Job Number:** | 50110060 | **Operational Region:** | Fort Lauderdale |
| **Customer Name:** | Pedro Falcon Contractors, Inc. | **Date:** | 01/11/2016 |
| **Customer Contact:** | Bygler, Ken | **Sales Person:** | Barbara Beam / Laura Dubach |
| **Address:** | 9800 Overseas Highway<br>Marathon, Florida 33050 - 0000 | **Project Manager:** | Jenny Geaslen |

**Scope Of Work - Billing Comments**

The purpose of this Change Request is to add the following items to the project due to the fact that DHS has informed the team that the new phone equipment cannot go onto the DHS network. It must remain completely separate.
*Add one ASG Defender for remote access via one POTS line
*Add one 24-port Data POE to create a separate private network for the new IP phones to communicate with the Avaya PBX
*Add associated resource labor hours needed for the above additions.

| OEM/Group Code | Material Description | Part Number | Quantity | Unit Sell | Total |
|---|---|---|---|---|---|
| ION | ION 5600 - 2 Host ports, 1 Modem, RoHS compliant with the Avaya SAL Software application | SA5610-SAL | 1 | $1,899.00 | $1,899.00 |
| ION | 19" Rack Mount kit for SA5600 appliance | RM-56 | 1 | $75.00 | $75.00 |
| Avaya (incl Nortel) | ERS 3524GT PWR+ NA PC | AL3500E15-E6 | 1 | $1,830.63 | $1,830.63 |
| --- | Travel & Expense | --- | --- | --- | $0.00 |
| --- | Internal Labor | --- | --- | --- | $1,219.39 |
| | | | | **Total:** | $5,024.02 |

***This Change Request ("CR"), effective as of the day executed by Arrow Systems Integration, Inc., on behalf of itself and its U.S.-bases subsidiaries and affiliates ("Arrow SI"), supplements, modifies and amends the terms and conditions of the contract job known as Job Number 50110060 (the***

*"Agreement") by and between Arrow SI and Pedro Falcon Contractors, Inc. ("Customer"), executed by Customer on 01/11/2016 . To the extent that any of the provisions of this CR are inconsistent with the terms and conditions of the Agreement, the provisions of this CR will control. Unless otherwise specified herein, defined terms used in the Agreement will have the same meaning when used in this CR. Except as set forth herein, all terms and conditions of the Agreement will continue in full force and effect. No terms or conditions in any purchase order submitted by Customer will service in any way to modify, amend or add to this CR.*

*Customer agrees to purchase the Equipment and/or Services described in this CR at the rates and charges herein, and will pay Arrow SI for such Equipment and/or Services in accordance with the payment terms identified in the Agreement.*

*Unless expressly stated to the contrary herein, the parties do not intend that Arrow SI provide the following items in relation to this CR, nor are the following items included in the rates and charges set forth herein:*

*i. Installation;*
*ii. Any conduit , wire or any associated laying, running, digging, cutting or patching;*
*iii. Freight*
*iv. Sales or use tax.*

*Arrow SI shall not commence work identified in this CR until it receives a copy of this CR that has been signed by Customer.*

*IN WITNESS WHEREOF, the parties have executed this CR below*

Customer Signature: _____

Pedro Falcon Contractors, Inc.

Title: _____ Date: _____

***MEMORANDUM***

TO: Board of County Commissioners

From: Kevin Wilson
Assistant County Administrator

Date: January 21, 2016

**RE: Change Orders**

---

Attached is a proposed Change Order #13 Pedro Falcon Electrical Contractors, Marathon Airport custom Facility. The Contract Sum will be increased by this Change Order $6,174.50. The date of Substantial Completion as of the date of this Change Order is February, 1, 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 Monday, January 25, 2016.

Kevin Wilson
**Assistant County Administrator**

KW/ef

# MONROE COUNTY
# CONTRACT CHANGE ORDER

**PROJECT TITLE:** **CHANGE ORDER NO: 4**

Organic Removal, Water Quality Improvement Projects, Canals #266 Doctor's Arm and #290 Avenue I, Big Pine Key, Monroe County, Florida

**INITIATION DATE:** May 11, 2015
**CONTRACT DATE:** April 15, 2015

**TO CONTRACTOR:**
JND Thomas Company, Inc.
22052 W. Everett Avenue
Riverdale, California 93656

The Contract is changed as follows:
The original (Contract Sum) (Guaranteed Maximum Price)..... **$1,999,411.00**
Net change by previously authorized Change Orders..... **$ 0.00**
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was..... **$1,999,411.00**
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order..... **$ 0.00**
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is..... **$1,999,411.00**
The Contract Time for Canal # 266 only will be (increased) (decreased) (unchanged)..... **28 days**
The date of Substantial Completion for Canal #266 only as of the date of this Change Order is..... **January 3, 2016**

**Detailed description of change order and justification:**

- The time extension allowed for substantial completion for Canal #266 shall be for 28 days, and is due to a slower than anticipated production rate and additional time to insure proper completion of the six inch sand layer. The substantial completion date is extended from December 5, 2015 to January 3, 2016 for Canal #266.

This Change Order is 0.00 % of the original contract price.

**Not valid until signed by Owner, Architect (if applicable), and Contractor**

ENGINEER: _____ Date 12-18-15

CONTRACTOR: _____ Date 12-16-15

SUSTAINABILITY/PROJECTS DIRECTOR: _____ Date 12-18-15

COUNTY ADMINISTRATOR _____ Date 1-5-2016

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/21/15

## Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☐ No ☒

  If Yes, explanation:

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project engineer approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

# MONROE COUNTY
# CONTRACT CHANGE ORDER

**PROJECT TITLE:**
Organic Removal, Water Quality Improvement Projects, Canals #266 Doctor's Arm and #290 Avenue I, Big Pine Key, Monroe County, Florida

**CHANGE ORDER NO: 1**

**INITIATION DATE:** May 11, 2015

**TO CONTRACTOR:**
JND Thomas Company, Inc.
22052 W. Everett Avenue
Riverdale, California 93656

**CONTRACT DATE:** April 15, 2015

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....$1,999,411.00
Net change by previously authorized Change Orders.....$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was...$1,999,411.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....**$ 0.00**
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.....$1,999,411.00
The Contract Time for Canal # 266 only will be (increased) (decreased) (unchanged)..... **28 days**
The date of Substantial Completion for Canal #266 only as of the date of this Change Order is..... **October 16, 2015**

Detailed description of change order and justification:

Time extension for substantial completion by 28 days due to slower than anticipated production rate. The substantial completion date is extended from September 18, 2015 to October 16, 2015. Approval to use Preastol K274FLX polymer. JND has tested this polymer and has indicated that it will increase their production rate.

This Change Order is 0.00 % of the original contract price.

**Not valid until signed by Owner, Architect (if applicable), and Contractor**

ENGINEER: Wendy C. Blanchard 8/26/15 Date

CONTRACTOR: [signature] 8/27/15 Date

SUSTAINABILITY PROGRAM MANAGER: [signature] 8/28/15 Date

COUNTY ADMINISTRATOR [signature] 9/1/15 Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[signature]
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
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:

# MONROE COUNTY
# CONTRACT CHANGE ORDER

**PROJECT TITLE:** **CHANGE ORDER NO: 2**

Organic Removal, Water Quality Improvement Projects, Canals #266 Doctor's Arm and #290 Avenue I, Big Pine Key, Monroe County, Florida

**INITIATION DATE:** May 11, 2015
**CONTRACT DATE:** April 15, 2015

**TO CONTRACTOR:**
JND Thomas Company, Inc.
22052 W. Everett Avenue
Riverdale, California 93656

The Contract is changed as follows:
The original (Contract Sum) (Guaranteed Maximum Price).....$1,999,411.00
Net change by previously authorized Change Orders.....$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was.....$1,999,411.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....**$ 0.00**
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.....$1,999,411.00
The Contract Time for Canal # 266 only will be (increased) (decreased) (unchanged)..... **28 days**
The date of Substantial Completion for Canal #266 only as of the date of this Change Order is..... **November 14, 2015**

The Contract Time for the combined Canal # 266 / Canal #290 project will be (increased) (decreased) (unchanged)..... **60 days**
The date of Substantial Completion for the combined Canal # 266 / Canal #290 project as of the date of this Change Order is..... **January 6, 2016**

**Detailed description of change order and justification:**

- The time extension allowed for substantial completion for Canal #266 shall be for 28 days, and is due to a slower than anticipated production rate. The substantial completion date is extended from October 16, 2015 to November 14, 2015 for Canal #266.

- The time extension allowed for substantial completion for the combined Canal #266 / Canal #290 project shall be for 60 days, and is due to a slower than anticipated production rate and also JND's attempt to remove the majority of the material within the five foot buffer zone. The combined project substantial completion date shall be extended from November 6, 2015 to January 6, 2016.

- JND shall make a reasonable effort to remove the majority of organic material within the five foot buffer zone along both sides of Canal #290. JND may contact the homeowners in an attempt to obtain releases of liability, and shall document the process. Copies of the documentation shall be provided to the County at the County's request. If the homeowner(s) refuse to provide the Release, it is at JND's option to proceed with organic removal within the five foot buffer zone for the parcel(s) for which no Release has been obtained. For all government owned parcels and all homeowner parcels for which a Release has been obtained, JND shall remove as much of the muck in the buffer zone as reasonably possible. Material shall be removed to an average level of 0.75 foot or better throughout the 5 foot buffer zone.

This Change Order is 0.00 % of the original contract price.

**Not valid until signed by Owner, Architect (if applicable), and Contractor**

ENGINEER: _____ 10/19/15
Date

CONTRACTOR: _____ 10/16/15
Date

SUSTAINABILITY PROGRAM MANAGER: _____ 10/21/15
Date

COUNTY ADMINISTRATOR _____ 10.26.2015
Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
ASSISTANT COUNTY ATTORNEY
Date 10/23/15

## Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☐ No ☒

  If Yes, explanation:

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project engineer approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

# MONROE COUNTY
# CONTRACT CHANGE ORDER

**PROJECT TITLE:** **CHANGE ORDER NO: 3**

Organic Removal, Water Quality Improvement Projects, Canals #266 Doctor's Arm and #290 Avenue I, Big Pine Key, Monroe County, Florida

**INITIATION DATE:** May 11, 2015
**CONTRACT DATE:** April 15, 2015

**TO CONTRACTOR:**
JND Thomas Company, Inc.
22052 W. Everett Avenue
Riverdale, California 93656

The Contract is changed as follows:
The original (Contract Sum) (Guaranteed Maximum Price)..... $1,999,411.00
Net change by previously authorized Change Orders..... $ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was..... $1,999,411.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....**$ 0.00**
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.....$1,999,411.00
The Contract Time for Canal # 266 only will be (increased) (decreased) (unchanged)..... **21 days**
The date of Substantial Completion for Canal #266 only as of the date of this Change Order is..... **December 5, 2015**

**Detailed description of change order and justification:**

- The time extension allowed for substantial completion for Canal #266 shall be for 21 days, and is due to a slower than anticipated production rate and additional time required to place the sand top layer. The substantial completion date is extended from November 14 to December 5, 2015 for Canal #266.

This Change Order is 0.00 % of the original contract price.

**Not valid until signed by Owner, Architect (if applicable), and Contractor**

ENGINEER: _____ 11/17/15 Date

CONTRACTOR: _____ 11-13-15 Date

SUSTAINABILITY PROGRAM MANAGER: _____ 11-18-15 Date

COUNTY ADMINISTRATOR _____ Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
ASSISTANT COUNTY ATTORNEY
Date 11/19/15

## Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☐ No ☒

  If Yes, explanation:

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project engineer approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Division: Public Works

Bulk Item: Yes x No ___ Department: P.W. Facilities and Roads & Bridges

Staff Contact Person/Phone #: Giselle Lopez 852-7161

---

**AGENDA ITEM WORDING:** Approval to waive Sections 17-4 and 18-1 of the County Code to allow for daily and overnight camping in the S.E. corner of Key Largo Community Park by volunteers and cyclists participating in the 2016 Bike MS: Breakaway to Key Largo on March 5, 6, & 7, 2016, for use of Card Sound Road and Bridge, and for waiver of all fees associated with the use of Monroe County facilities and roads and bridges during those dates.

**ITEM BACKGROUND:** For the last 29 years the MS Bike Ride has been an annual event supported by the County. The South Florida Chapter of the National Multiple Sclerosis Society ("NMSS") is requesting the use of the park for overnight camping as a cost free alternative for volunteers and participants who need it during the event. MCC Sec. 17-4 prohibits camping on County property. MCC Sec. 18-1 mandates that the park shall be closed during the hours of 11:00PM to 7:00AM. The normal operating hours for the park are 7:00AM to 9:00PM. The BOCC may waive Sec. 18-1 on a per-event basis. The NMSS will provide portable shower and bathroom facilities in the designated camping area. The NMSS propose to set up the operation on Saturday March 5, 2016. Details of the schedule are attached. The BOCC may waive the tolls pursuant to MCC Sec. 19-4 (b)(4)j.

**PREVIOUS RELEVANT BOCC ACTION:** In previous years, the BOCC has waived all fees for the use of County facilities including tolls on Card Sound Road for this event.

**CONTRACT/AGREEMENT CHANGES:** Not applicable.

**STAFF RECOMMENDATIONS:** Recommend Approval.

---

**TOTAL COST:** None **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No ___

**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

**COST TO COUNTY:** Waiver of tolls. **SOURCE OF FUNDS:** _____

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

**APPROVED BY:** County Atty CH 1/25/16 OMB/Purchasing ___ Risk Management MS - 1-25-16

**DOCUMENTATION:** Included x Not Required __

**DISPOSITION:** _____ **AGENDA ITEM #** _____

Revised 7/09

National
Multiple Sclerosis
Society
South Florida
Chapter

3201 W Commercial Boulevard
Suite 127
Fort Lauderdale, FL 33309
tel +1 954 731 4224
fax +1 954 739 1398
+1 800 FIGHT MS
www.nationalMSsociety.org/fls

January 7, 2016

Mr. Roman Gastesi
County Administrator
Monroe County Public Works Division
3583 South Roosevelt Blvd.
Key West, Florida 33040

Dear Mr. Gastesi:

Thank you for your continued support of the National Multiple Sclerosis Society's cycling event, Bike MS. It is through the combined commitment of riders, volunteers, sponsors and community leaders that we are able to continue the programs, services, and research that helps those affected by MS.

The 2016 Bike MS: Breakaway to Key Largo will take place on March 5 and 6. We kindly request your support once again by waiving the $300 fee for this two-day event.

Monroe County has assisted the National MS Society with the use of Card Sound Road and Card Sound Bridge without cost. This support keeps our expenses down and allows us to devote more funds to our mission. We would be grateful for this support once again.

We also hope you can assist us by waiving the fees at the toll booth. In the past, we have placed a small ramp at the toll booth and directed riders over the ramp. If we can avoid using the ramp, it would smooth the passage of participants through the area, as they would not need to navigate over the ramp.

Thank you again for support and commitment to helping the MS community.

Sincerely,

Cristina Vidal
Bike MS Director

JOIN THE MOVEMENT

National
Multiple Sclerosis
Society
South Florida
Chapter

3201 W Commercial Boulevard
Suite 127
Fort Lauderdale, FL 33309
tel +1 954 731 4224
fax +1 954 739 1398
+1 800 FIGHT MS
www.nationalMSsociety.org/fls

Request:

- Camping for 100 at the YMCA Park (Key Largo Community Park) at 500 St Croix Place on Saturday, March 5 to Sunday, March 6, 2016 for the Bike MS: Breakaway to Key Largo.

Purpose:

- The YMCA Park (Key Largo Community Park) is in close proximity to our Overnight/Day 1 Finish Line (Key Largo Resorts, 99701 Overseas Highway)
- This will allow for convenient and expedited transportation to and from the overnight location

The National Multiple Sclerosis Society will do the following:

- Provide the necessary bathrooms, showers, sinks, and a large tent
- Provide staff and security at the campsite for the entire time period that there are campers present
- Add YMCA and Monroe County as additionally insured to National Multiple Sclerosis Society liability policy
- Ensure trash removal and clean up

Placement:

- Tent (20'x20') - to be placed in large open area of SE corner of the park
- Smaller individual tents - to be determined per YMCA Staff
- Portable toilets and sinks - to be determined per YMCA Staff
- Showers - to be placed in parking lot of the YMCA or other location if need be.

Timeline:

- Friday, March 4th - drop off showers/ toilets/ sinks and other supplies after 1:00 PM
- Saturday, March 5th - campers arrive starting at 12:00 PM
- Sunday, March 6th - campers depart by 8:00 AM
- Sunday, March 6th - cleanup begins at 10:00 AM
- Monday, March 7th - removal of showers/ toilets/ sinks by 3:00 PM

JOIN THE MOVEMENT

# 2016 Bike MS: Breakaway to Key Largo Camping Site Map

National
Multiple Sclerosis
Society
South Florida
Chapter

3201 W Commercial Boulevard
Suite 127
Fort Lauderdale, FL 33309
tel +1 954 731 4224
fax +1 954 739 1398
+1 800 FIGHT MS
www.nationalMSsociety.org/fls

January 14, 2016

Mr. Will Thompson
Monroe County
Solid Waste Management
Historic Gato Building
1100 Simonton Street, Rm 2-231
Key West, Florida 33040

Re: 2016 Bike MS: Breakaway to Key Largo

Dear Mr. Thompson,

Thank you for your continued support of the Bike MS: Breakaway to Key Largo charity bicycle event. We are asking for Waste Management to waive the tipping fees associated with the trash removal of three 20 yard roll off dumpsters and one 6 yard dumpster by Keys Sanitation in Key Largo.

The event will take place on March 5 and 6, 2016. The success of this annual event is credited largely to our partners who support us through in-kind and financial donations.

Bike MS is the South Florida Chapter's largest fundraiser and it helps us serve over 7,500 families who are affected by multiple sclerosis in 10 counties, including Monroe.

We look forward to working with you and thank you once again.

Warm Regards,

Cristina Vidal
Bike MS Director

JOIN THE MOVEMENT

**REQUEST FOR USE OF COUNTY PROPERTY**
**IN MONROE COUNTY, FLORIDA**

Date:**1/12/2016**
Name of Contact or organization:
**Cris Vidal – National Multiple Sclerosis Society**
Address & telephone number:
**3201 West Commercial Blvd, Suite 127, Fort Lauderdale, FL 33309 / 954-646-3911**
Email:
**Cris.Vidal@nmss.org**
Specific County property or meeting room requested: **YMCA of Greater Miami (500 St. CroixPlace, Key Largo, FL 33037)**
Intended use: **Bike MS participants travel by bicycle from FIU Stadium to the Key Largo Resorts (97701 Overseas Hwy, Key Largo, FL 33037). The event is a charity fundraiser to support the National MS Society's efforts to help those affected by Multiple Sclerosis.**

Date(s) needed: **Sat 3/5/16 – Sun 3/6/16**__Time: **7AM Saturday (3/5) – 2 PM Sunday (3/6)**

Official Monroe County Government Use: Yes ☐ No **X**

Number of participants: **1,500 Cyclists – approximately 100 to camp at YMCA**

Use of personal BBQ grill: Yes ☐ No **X**

Alcohol consumption/sale: Yes ☐ No **X**
If yes, your request MUST to go on the agenda for the next available monthly BOCC meeting.

**USE OF COUNTY PROPERTY ONLY**
Clean up provisions, assurances, and state if any improvements are to be to facility:_____

Coordination with:
Sheriff Dept: Yes **X** No ☐
Security: Yes **X** No ☐
Public Works: Yes **X** No ☐

Previous history of holding similar events: Yes **X** No ☐ (30 Years)

**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 5 and 6 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:_____ Fees:_____

Insurance /Hold Harmless Requirements:_____

Approved: Yes☐ No ☐ By: _____

Remarks:_____

**Hancock-Pamela**

**From:** Lopez-Giselle
**Sent:** Friday, January 22, 2016 4:36 PM
**To:** Hancock-Pamela
**Subject:** FW: FW: Bike MS: Breakaway to Key Largo 2016 - Permitting and such!

FYI
Thank you Pam,
Giselle

---

**From:** Dominique Whitehead [mailto:dwhitehead@ymcasouthflorida.org]
**Sent:** Friday, January 22, 2016 2:24 PM
**To:** Lopez-Giselle
**Subject:** RE: FW: Bike MS: Breakaway to Key Largo 2016 - Permitting and such!

Will do!

Dominique Whitehead
Park Coordinator
YMCA OF SOUTH FLORIDA
Upper Keys YMCA Family Center
500 St. Croix Place
Key Largo, FL 33037
(P) (305) 453-3422
(C) (786) 365-8983
(F) (305) 451-9647
(E) dwhitehead@ymcasouthflorida.org

On Fri, Jan 22, 2016 at 11:15 AM -0800, "Lopez-Giselle" <Lopez-Giselle@MonroeCounty-FL.Gov> wrote:

Hi Dominique,
Yes, please reserve those dates for them, as soon as I get all the documentation and approvals, I will send them to you.
Thank you so much,
Giselle

---

**From:** Dominique Whitehead [mailto:dwhitehead@ymcasouthflorida.org]
**Sent:** Wednesday, January 06, 2016 9:36 AM
**To:** Lopez-Giselle
**Subject:** Re: FW: Bike MS: Breakaway to Key Largo 2016 - Permitting and such!

Those dates are free. Let me know if there is anything else you need from me.

Dominique

Dominique Whitehead
Park Coordinator
YMCA OF SOUTH FLORIDA
Upper Keys YMCA Family Center
500 St. Croix Place
Key Largo, FL 33037
(P) (305) 453-3422
(C) (786) 365-8983
(F) (305) 451-9647
(E) dwhitehead@ymcasouthflorida.org

On Wed, Jan 6, 2016 at 4:30 AM -0800, "Lopez-Giselle" <Lopez-Giselle@MonroeCounty-FL.Gov> wrote:

Good afternoon Dominique,
Could you please see the below email thread and let me know if there is availability for March 5 and 6, 2016 for the annual Multiple Sclerosis Society's cycling event?

I need to send the updated documentation to the next available BOCC meeting for a request to waive all fees for the use of County Facilities for the event.

Thank you for your prompt assistance on this,

Giselle

*Giselle Lopez*
Senior Administrative Assistant
Monroe County Public Works
88770 Overseas Highway
Tavernier, FL 33070
Telephone: 305-852-7161
Fax: 305-852-7117
E-mail: Lopez-Giselle@monroecounty-fl.gov
http://www.monroecounty-fl.gov
PLEASE NOTE: FLORIDA HAS A VERY BROAD RECORDS LAW.
MOST WRITTEN COMMUNICATIONS TO OR FROM THE COUNTY REGARDING COUNTY BUSINESS ARE PUBLIC RECORDS AVAILABLE TO THE PUBLIC AND MEDIA UPON REQUEST.
YOUR EMAIL COMMUNICATION MAY BE SUBJECT TO PUBLIC DISCLOSURE.

---

**From:** Ethel Chaney [mailto:Ethel@promoterline.com]
**Sent:** Tuesday, January 05, 2016 4:26 PM
**To:** Lopez-Giselle

**Cc:** Christie Steblein
**Subject:** Bike MS: Breakaway to Key Largo 2016 - Permitting and such!

Hi Giselle!
Thank you so much for taking my call and here is the email full of information as requested!

The continued support of the National Multiple Sclerosis Society's cycling event, Bike MS: Breakaway to Key Largo 2016 (formerly the MS 150 Bike Tour) by Monroe County is graciously requested again!

The 2016 Bike MS: Breakaway to Key Largo will take place on March 5 and 6. It is through the combined commitment of riders (1,200) , volunteers, sponsors and community leaders that we are able to continue the programs, services, and research that helps those affected by MS.

- We kindly request the support of Monroe County once again by waiving the $300 fee for this two-day event. In the past, a letter has been sent to the office of Roman Gastesi. Please let us know if we may send this letter request to his office direct or to you!

- Monroe County has assisted the National MS Society with the use of Card Sound Road and Card Sound Bridge without cost. This support keeps our expenses down and allows us to devote more funds to our mission. We would be grateful for this support once again.

- We also hope you can assist us by waiving the fees at the toll booth. In the past, we have placed a small ramp at the toll booth and directed riders over the ramp. If we can avoid using the ramp, it would smooth the passage of participants through the area, as they would not need to navigate over the ramp.

- Camping for 100 at the YMCA Park (Key Largo Community Park) at 500 St. Croix Place on Saturday, March 5th to Sunday, March 6th, 2016. (Separate request letter attached).

- Solid Waste Management – to request Waste Management to waive the tipping fees associated with the trash removal of three 20 yard roll off dumpsters and one 6 yard dumpster by Keys Sanitation in Key Largo. (2015 letter addressed to Rosa Washington attached).

Items requested for Permit Processing:

- Form – Request for Use of County Property
  - There are multiple locations for rest stops that are Monroe County property (these properties are the same as 2015)
    - YMCA of Greater Miami (500 St. Croix Place, Key Largo, FL 33037).
    - Jet Ski Beach – First clearing South of Card Sound Bridge on East site of road (25.289873, -80.37494)
      http://goo.gl/maps/nf9CZ
    - Alternate for Jet Ski Beach – First clearing North of Card Sound Bridge on the West Side of road (25.289873, -80.374794)
      https://goo.gl/maps/nYfEBVbriTs
    - Carysfort (utility pole) – Pole 124 – just North of Sea Critters Lane (25.254441, -80.314358)
      http://goo.gl/maps/7TdWo

- COI Certificate Holder – please confirm the Certificate Holder – MC BOCC, 1100 Simonton Street, Room, 2-231, Key West, FL 33040.
    - Certificate Holder to be listed as additional insured also?
- Hold Harmless – attached is the Hold Harmless from 2015. Is this still needed?
- Bridge Request Use Letter – Card Sound – please confirm that this will still need to be addressed to Mr. Roman Gastesi (2015 letter attached).

We do also have copies of the routes for submission and look forward to working with Monroe County!

Thank you again!

Ethel

Chris "Ethel" Chaney
Director of Sports Client Relations
Promoter Line, Inc.
4218 Gateway Dr., Ste. 140, Colleyville, TX 76034
817.557.1009 o / 817.557.6155 f / 817.946.8503 c
www.promoterline.com

# HOLD HARMLESS AGREEMENT

This agreement entered into by and between MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida, herein "COUNTY", and The National Multiple Sclerosis Society - South Florida Chapter whose address is 3201 W. Commercial Blvd, Suite 127, Fort Lauderdale, Florida 33309 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, including Key Largo Community Park and more particularly described as follows: The Bike MS: Breakaway to Key Largo with 1,250 cyclists traveling from FIU Modesto Maidique Campus to the Key Largo Resorts located at 99701 Overseas Hwy, Key Largo, Florida on Saturday March 5 and Sunday March 6, 2016 for the purpose of limited camping in the park and conducting a charity fundraising event to support the National MS Society's efforts against multiple sclerosis more particularly described as follows: Bike MS: Breakaway to Key Largo on the 5th and 6th day of March, 2016, from 7:00 AM until 5:00 PM, the EVENT SPONSOR does hereby agree to indemnify the COUNTY in to 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.

The National Multiple Sclerosis Society - South Florida Chapter
Organization

By: Kai Dubb
Of the above and duly authorized to execute this agreement.

State of Florida
County of Monroe

SUBSCRIBED AND SWORN to (or affirmed before me) on 26th day of January, 2016.
By Karen A. Dresbach (Event Contact Person), he/she is personally known to me or has produced FL driver license (type of identification) as identification.

Somantia Harris
Notary Public

SOMANTIA HARRIS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE182798
Expires 5/7/2016

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2015

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

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

**PRODUCER**
MARSH USA, INC.
445 SOUTH STREET
MORRISTOWN, NJ 07960-6454
Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979

FORT L

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

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : ACE Property and Casualty Insurance Company | 20699 |
| INSURER C : Employers Insurance Company Of Wausau | 21458 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
NATIONAL MULTIPLE SCLEROSIS SOCIETY
SOUTH FLORIDA CHAPTER
3201 W. COMMERCIAL BLVD., STE 127
FORT LAUDERDALE, FL 33309

**COVERAGES** **CERTIFICATE NUMBER:** NYC-007969018-13 **REVISION NUMBER:** 4

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [ ] PRO-JECT [X] LOC<br>OTHER: | | | 3583-33-49 | 12/31/2015 | 12/31/2016 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>1,000,000<br>10,000<br>1,000,000<br>2,000,000<br>1,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>X HIRED AUTOS X NON-OWNED AUTOS | | | 7353-02-37 | 12/31/2015 | 12/31/2016 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Comp/Coll Deductible | $<br>$<br>$<br>$<br>$ | 1,000,000<br><br><br><br>1,000 |
| B | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | M00552835 005 | 12/31/2015 | 12/31/2016 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 5,000,000<br>5,000,000 |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WCC-Z91-451053-015 | 12/31/2015 | 12/31/2016 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ | <br>1,000,000<br>1,000,000<br>1,000,000 |

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

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS-PARKS AND RECREATION DEPT. ARE ADDED AS ADDITIONAL INSURED EXCLUDING WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AS REQUIRED BY WRITTEN CONTRACT BUT LIMITED TO THE OPERATIONS OF THE INSURED UNDER SAID CONTRACT, AND ALWAYS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS. THE EVENT SPONSOR DOES HEREBY AGREE TO HOLD THE COUNTY HARMLESS IN ALL RESPECTS CONCERNING THIS EVENT.

**CERTIFICATE HOLDER**

MONROE COUNTY BOARD OF COUNTY
COMMISSIONERS-PARKS AND RECREATION DEPT.
3583 S. ROOSEVELT BLVD.
KEY WEST, FL 33040

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE of Marsh USA Inc.**

Manashi Mukherjee

**© 1988-2014 ACORD CORPORATION. All rights reserved.**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2015

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

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

**PRODUCER**
MARSH USA, INC.
445 SOUTH STREET
MORRISTOWN, NJ 07960-6454
Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979

FORT L

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

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : ACE Property and Casualty Insurance Company | 20699 |
| INSURER C : Employers Insurance Company Of Wausau | 21458 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
NATIONAL MULTIPLE SCLEROSIS SOCIETY
SOUTH FLORIDA CHAPTER
3201 W. COMMERCIAL BLVD., STE 127
FORT LAUDERDALE, FL 33309

**COVERAGES** **CERTIFICATE NUMBER:** NYC-007971582-17 **REVISION NUMBER:** 5

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | | | 3583-33-49 | 12/31/2015 | 12/31/2016 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>X HIRED AUTOS X NON-OWNED AUTOS | | | 7353-02-37 | 12/31/2015 | 12/31/2016 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Comp/Coll Deductible | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000 |
| B | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED X RETENTION $ 10,000 | | | M00552835 005 | 12/31/2015 | 12/31/2016 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WCC-Z91-451053-015 | 12/31/2015 | 12/31/2016 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ARE ADDED AS ADDITIONAL INSURED EXCLUDING WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AS REQUIRED BY WRITTEN CONTRACT BUT LIMITED TO THE OPERATIONS OF THE INSURED UNDER SAID CONTRACT, AND ALWAYS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

**CERTIFICATE HOLDER**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
1100 SIMONTON STREET, ROOM 2-231
KEY WEST, FL 33040

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE of Marsh USA Inc.**

Manashi Mukherjee Manashi Mukherjee

**© 1988-2014 ACORD CORPORATION. All rights reserved.**

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: 2/10/16 Division: Public Works

Bulk Item: Yes X No Department: Fleet Management

Staff Contact Person/Phone #: Roy Sanchez / 292-3572

**AGENDA ITEM WORDING:** Approval to award Public Works surplus items as described in attached Recap of Bid Opening on January 5th, 2016 (County ID #s: 1638, 1667, 1689, 1698, 1702, 2088, 3681, 4334, 4443, 4444, 4500, 4973, 4926, 5586, 1518, 1790, 2025, 2038, 2039, 2163, 3433, 4491, 1134, 1422, 1466, 2162 & 2178).

**ITEM BACKGROUND:** All items were advertised per attached Recap of Bid Opening. The twenty-seven (27) highest bids received were determined acceptable.

**PREVIOUS RELEVANT BOCC ACTION:** At previous meetings, the Board granted approval to advertise for bids on surplus items, which is described here and on attachment.

**CONTRACT/AGREEMENT CHANGES:** **N / A**

**STAFF RECOMMENDATIONS:** Approval to award Public Works items to the highest bidders or other acceptable bidders should high bidders fail to complete transaction(s) after reasonable notification and time limits.

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

**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

**COST TO COUNTY:** N/A **SOURCE OF FUNDS:** _____

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

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

**DOCUMENTATION:** Included X Not Required ___

**DISPOSITION:** _____ **AGENDA ITEM #** PW 2

Revised 7/09

MONROE COUNTY
FLEET MANAGEMENT SERVICES
TITLE: SALE OF SURPLUS PROPERTY
OPEN DATE: January 5th, 2016 @ 3:00 pm

PAGE 1

**Location: Key West Garage**

| COUNTY ID # | 1472 | 1636 | 1638 | 1646 | 1667 | 1677 | 1689 | 1698 | 1702 | 1946 | 2088 | 2173 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RESPONDENT & PHONE # | unit # 0920/517 '00 John Deere mower | unit # 0940/521 '99 Bandit chipper | unit # 0940/346 '93 Ford F700 flatbed | unit # 0940/541 '00 Sweeper truck | unit # 0970/195 '85 Box Storage trailer | unit # 0940/238 '90 Huber Maintainer | unit # 0940/450 '97 Ford NH tractor | unit # 0903/1698 2005 Ford F150 | unit # 0940/1702 2005 Ford F150 | unit # 1001/1946 '03 Ford Taurus | unit # 2401/209 '02 Dodge pick-up | unit # 0940/445 '97 CAT Motor grader |
| **estimated value** | **$900.00** | **$2,500.00** | **$0.00** | **$9,500.00** | **$0.00** | **$9,500.00** | **$1,200.00** | **$1,100.00** | **$1,100.00** | **$ 700.00** | **$460.00** | **$37,500.00** |
| Mark MacLaughlin | | | | | | | | | | | | |
| 3rd Generation Plumbing | | | | | | | | 1,555.00 | | | | |
| Fred Hellmuth | | | | | | | | | 1,405.00 | | | |
| Mark Payakovich | | | | | | | | | | | | |
| Gary Leonard | | | | | | | | | | | | |
| Doug Sposito | | | | | | | | | | | | |
| Harvey Hillman | | | | | | | | | | | | |
| Michael Murrell | | | | | 1.00 | | | | | 150.00 | | |
| Tom Weyant | | | | | | | | | 1,133.00 | | | |
| Southern Salvage | | | | | | | | | | | | |
| Fla. Keys Fire Protection | | | | | | | | 1,500.00 | | | 600.00 | |
| Wm. Sweeney | 111.11 | | 111.11 | | 11.11 | | | | | | | |
| Kerry Struyp | | | | | | | | | | | | |
| John E Glover | | | | | | | 1,200.00 | 1,100.00 | 1,250.00 | | | |
| Richard Magaldi | | | | | | | | 1,825.00 | 1,752.00 | | | |
| Grader Mike LLC | | | | | | | | | | | | |
| Chris Martin | | | | | | | | 351.00 | | | | |
| Christopher Rivera | | | | | | | | 150.00 | | | | |
| Joseph Collins | | | | | | | | | | | | |
| Key Honey Contracting LLC | | | | | | | | | | | | |
| David Lamaster | | | | | | | | | | | | |

**Location: Key West Garage**

| COUNTY ID # | 2183 | 2835 | 2956 | 3681 | 4333 | 4334 | 4443 | 4444 | 4500 | 4965 | 4973 | 4926 | 5586 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RESPONDENT & PHONE # | unit 0940/487 '98 Ford 4630 tractor | unit # 1807/2835 '01 Ford E450 Minibus | unit # 0800/563 '02 Ford Taurus | unit # 1005/3681 00 Chevy Impala | unit # 2000/856 '02 Ford Taurus wagon | unit # 2000/851 '02 Ford Focus wagon | unit # 2000/852 '02 Ford Focus wagon | unit # 2000/855 '02 Ford Taurus wagon | unit # 1200/118 '00 Ford Taurus | unit # 2600/4965 '05 Ford E150 Pass Van | unit # 0800/4973 '06 Ford Cargo E250 | unit # 1002/4926 '05 Ford F150 | unit # 0902/5586 '06 Dodge Crew p/u 2500 |
| **estimated value** | **$1,200.00** | **$1,500.00** | **$450.00** | **$250.00** | **$450.00** | **$450.00** | **$450.00** | **$450.00** | **$900.00** | **$4,500.00** | **$3,500.00** | **$1,100.00** | **$3,100.00** |
| Mark MacLaughlin | | | | 251.00 | | | | | 501.00 | | | 501.00 | 3,401.00 |
| 3rd Generation Plumbing | | | | | | 610.00 | 400.00 | 553.00 | | 3,385.00 | 3,608.00 | | 2,955.00 |
| Fred Hellmuth | | | | | | | | | | | | | 4,005.00 |
| Mark Payakovich | | | | | | | | | | | | | |
| Gary Leonard | | | | | | | | | | | 3,000.00 | 850.00 | |
| Doug Sposito | | | | | | 456.00 | | | | | | | |
| Harvey Hillman | | | | | | | | | | | | 855.00 | 5,555.00 |
| Michael Murrell | | | 100.00 | | 1.00 | | | 1.00 | 1,201.50 | | 1,500.00 | | |
| Tom Weyant | | | | | | | | | | | | 433.33 | |
| Southern Salvage | | | | | | | | | | | | | 3,663.00 |
| Fla. Keys Fire Protection | | | | | | | | | | | | 2,100.00 | |
| Wm. Sweeney | | | | | | | | | | | | | 5,011.11 |
| Kerry Struyp | | | | | | | | | | | | | 4,001.00 |
| John E Glover | 300.00 | | | | | | | | | | | 1,250.00 | 3,500.00 |
| Richard Magaldi | | | | | | | | | | | | 1,910.00 | |
| Grader Mike LLC | | | | | | | | | | | | | 5,200.00 |
| Chris Martin | | | | | | | | | | 675.00 | 1,155.00 | 375.00 | 1,575.00 |
| Christopher Rivera | | | | | | | 150.00 | | | | | | |
| Joseph Collins | | | | 300.00 | | | | | | | | | |
| Key Honey Contracting LLC | | | | | | | | | | | | | 4,100.00 |
| David Lamaster | | | | | | 100.00 | 100.00 | | | | | | |

**Location: Marathon Garage**

| COUNTY ID # | 1518 | 1705 | 1790 | 1919 | 1929 | 2025 | 2038 | 2039 | 2133 | 2163 | 3433 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| RESPONDENT & PHONE # | unit # 0920/494 '99 Chevy 2500 cargo van | unit # 3000/1705 '05 Ford pick-up truck | unit # 0970/1790 '02 Dodge pick-up truck | unit # 1807/1919 '99 Ford E350 Mini bus | unit # 1807/1929 '00 Ford E450 Mini bus | unit # 0970/212 '02 Dodge 2500 pick-up | unit # 0977/173 '98 Ford Rolloff truck | unit # 0977/159 '97 Mack Rolloff truck | unit # 0940/456 '97 Ford 6610 tractor | unit # 0940/533 '99 GMC 3500 dump | unit # 1414/025 '02 Dodge pick-up truck |
| **estimated value** | **$0.00** | **$2,500.00** | **$1,200.00** | **$1,200.00** | **$ 1,500.00** | **$ 2,200.00** | **$ 13,500.00** | **$ 15,500.00** | **$2,500.00** | **$950.00** | **$450.00** |
| Southern Salvage | 25.00 | | | | | 2,662.00 | | | | | |
| Mark MacLaughlin | | | | | | | | | | | |
| 3rd Generation Plumbing | | | | | | 2,555.00 | | | | | |
| Mark Payakovich | | | | | | 2,605.00 | | | | | |
| Lillian Matthews | | | | | | | | | | 700.00 | |
| R. Daniel Zieg | | | 1,325.00 | | | 2,205.00 | | | | | |
| Jorge Leon | | | | | | 3,810.00 | 18,006.00 | 17,560.00 | | | |
| Don Yeider | | | | | | 7,767.96 | | | | | |
| Fla. Keys Fire Protection | | | | | | | | | | 1,250.00 | |
| Wm. Sweeney | | | | | | 3,011.11 | | | | | |
| Kerry Struyp | 50.00 | | | | | | | | | | 475.00 |
| Key Honey Contracting LLC | | | 1,300.00 | | | 2,750.00 | | | | 2,000.00 | |

| COUNTY ID # | 3813 | 3858 | 4491 | 4896 |
|---|---|---|---|---|
| RESPONDENT & PHONE # | unit # 0970/1218 '03 Chevy Malibu | unit # 1001/560 '00 Dodge Caravan | unit # 0400/001 '99 Oldmobile Intrigue | unit # 0970/4896 '05 Ford F150 pick-up truck |
| **estimated value** | **$300.00** | **$350.00** | **$0.00** | **$ 2,500.00** |
| Southern Salvage | | 25.00 | 25.00 | |
| Mark MacLaughlin | | | | |
| 3rd Generation Plumbing | | | | |
| Mark Payakovich | | | | |
| Lillian Matthews | | | | |
| R. Daniel Zieg | | | | |
| Jorge Leon | | | | |
| Don Yeider | | | | |
| Fla. Keys Fire Protection | | | | |
| Wm. Sweeney | | | | |
| Kerry Struyp | | | 50.00 | |
| Key Honey Contracting LLC | | | | |

PAGE 1

**Location: PK Garage**

| COUNTY ID # | 1134 | 1422 | 1466 | 1649 | 2111 | 2114 | 2162 | 2178 | 2180 | 5405 | 5406 | 5931 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RESPONDENT & PHONE # | unit # 3200/106 '99 GMC 3500 Dump | unit # 3000/1009 '02 Dodge Pick-up | unit 0901/532 '02 Dodge pick-up truck | unit # 0973/052 '90 Mack Dump truck | unit # 0940/427 '97 Caterpillar roller | unit # 0940/423 '96 CAT Backhoe | unit # 0940/457 '97 Leeboy paver | unit # 0940/593 '04 Case Skid Steer | unit # 0940/585 '04 Sterling Oil Distrib. | unit # 0940/5405 '06 Bomag Tire roller | unit # 0940/5406 '06 Bomag wheel roller | unit # 0940/5931 '06 Bandit Chipper |
| **estimated value** | **$950.00** | **$460.00** | **$ 1,200.00** | **$9,750.00** | **$8,250.00** | **$7,500.00** | **$0.00** | **$ 7,500.00** | **$35,000.00** | **$26,000.00** | **$27,000.00** | **$ 9,500.00** |
| Key Honey Contracting | 2,400.00 | | 1,500.00 | | | | | 5,100.00 | | | | |
| 3rd Generation Plumbing | | | | | | | | 8,101.00 | | | | |
| Mark Payakovich | 1,125.00 | | | | | | | | | | | |
| Thomas Baker | | | 1,510.00 | | | | | | | | | |
| Wm. Sweeney | | | | | 2,111.11 | 4,111.11 | 999.11 | 3,111.11 | 9,111.11 | | | 2,111.11 |
| Gary Leonard | | | | | | | | 3,000.00 | | | | |
| Joaquin Llano | | 461.00 | | | | | | | | | | |
| Richard Magaldi | | 950.00 | | | | | | | | | | |

MONROE COUNTY PURCHASING DEPARTMENT
RECAP OF BID OPENING
TITLE: SALE OF SURPLUS PROPERTY
DATE: JANUARY 5 AT 3:00PM

| BIDDER NAME & PHONE NUMBER | ITEM #1<br>ID#0800/4973<br>2006 Ford Cargo E250<br>1FTNE24WX6HA49153<br>$3,500.00 | Item #2<br>ID#0800/563<br>2002 Ford Taurus1FAFP52U12A177677<br>450.00 | ITEM #3<br>ID#0902/5586<br>2006 Dodge Crew P/U<br>3D7KR28C76G254548<br>3,100.00 | ITEM #4<br>ID #0903/1698<br>2005 Ford F150<br>1FTRF12235NB00579<br>1,100.00 | ITEM #5<br>ID#0920/517<br>2000 John Deere Mower<br>TC2653D081825<br>900.00 | ITEM #6<br>ID#0940/1702<br>2005 Ford F1501FTRF12215NB00578<br>1,100.00 | ITEM #7<br>ID# 0940/238<br>1990 Huber Maintainer M860<br>9,500.00 |
|---|---|---|---|---|---|---|---|
| Mark Maclaughlin<br>305-797-1066 | | | 3401.00 | | | | |
| 3rd Generation Plumbing<br>305-743-4245 | 3608.00 | | 2955.00 | 1555.00 | | | |
| Fred Hellmuth<br>518-527-5392 | | | 4005.00 | | | 1405.00 | |
| Gary Leonard<br>305-849-0020 | 3000.00 | | | | | | |
| Harvey Hillman<br>305-304-5800 | | | 5555.00 | | | | |
| Raymond D Miller DBA Southern Salvage<br>305-289-0100 | | | 3663.00 | | | | |
| Florida Keys Fire Protection 305-294-3473 | | | | 1500.00 | | | |
| WM Sweeney<br>305-731-0052 | | | 5011.11 | | 111.11 | | |
| Kerry Struyf<br>305-731-6540 | | | 4001.00 | | | | |

Bid Committee Present: Melissa Wilson-OMB
Public Present:
Once award of bid has been approved by BOCC, the high bidder will be contacted by the Property Clerk who can be reached at 305-292-3457 to pick item and pay for the item.
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: Melissa Wilson

MONROE COUNTY PURCHASING DEPARTMENT
RECAP OF BID OPENING
TITLE: SALE OF SURPLUS PROPERTY
DATE: JANUARY 5 AT 3:00PM

| BIDDER NAME & PHONE NUMBER | ITEM #1<br>ID#0800/4973<br>2006 Ford Cargo E250<br>1FTNE24WX6HA49153<br>$3,500.00 | Item #2<br>ID#0800/563<br>2002 Ford Taurus1FAFP52U12A177677<br>450.00 | ITEM #3<br>ID#0902/5586<br>2006 Dodge Crew P/U<br>3D7KR28C76G254548<br>3,100.00 | ITEM #4<br>ID #0903/1698<br>2005 Ford F150<br>1FTRF12235NB00579<br>1,100.00 | ITEM #5<br>ID#0920/517<br>2000 John Deere Mower<br>TC2653D081825<br>900.00 | ITEM #6<br>ID#0940/1702<br>2005 Ford F1501FTRF12215NB00578<br>1,100.00 | ITEM #7<br>ID# 0940/238<br>1990 Huber Maintainer M860<br>9,500.00 |
|---|---|---|---|---|---|---|---|
| Chris Martin<br>305-849-5767 | 1155.00 | | 1575.00 | 351.00 | | | |
| Mike Murrell<br>970-230-0406 | 1500.00 | 100.00 | | | | | |
| Key Honey Contracting<br>305-393-6762 | | | 4100.00 | | | | |
| Grader Mike, LLC<br>305-797-3051 | | | 5200.00 | | | | |
| Tom Weyent<br>305-745-4098 | | | | | | 1133.00 | |
| John E Glover<br><br>919-820-5495 | | | 3500.00 | 1100.00 | | 1250.00 | |
| | | | | | | | |

Bid Committee Present: Melissa Wilson-OMB
Public Present:
Once award of bid has been approved by BOCC, the high bidder will be contacted by the Property Clerk who can be reached at 305-292-3457 to pick item and pay for the item.
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: Melissa Wilson

MONROE COUNTY PURCHASING DEPARTMENT
RECAP OF BID OPENING
TITLE: SALE OF SURPLUS PROPERTY
DATE: JANUARY 5 AT 3:00PM

| BIDDER NAME & PHONE NUMBER | ITEM #1<br>ID#0800/4973<br>2006 Ford Cargo E250<br>1FTNE24WX6HA49153<br>$3,500.00 | Item #2<br>ID#0800/563<br>2002 Ford Taurus1FAFP52U12A177677<br>450.00 | ITEM #3<br>ID#0902/5586<br>2006 Dodge Crew P/U<br>3D7KR28C76G254548<br>3,100.00 | ITEM #4<br>ID #0903/1698<br>2005 Ford F150<br>1FTRF12235NB00579<br>1,100.00 | ITEM #5<br>ID#0920/517<br>2000 John Deere Mower<br>TC2653D081825<br>900.00 | ITEM #6<br>ID#0940/1702<br>2005 Ford F1501FTRF12215NB00578<br>1,100.00 | ITEM #7<br>ID# 0940/238<br>1990 Huber Maintainer M860<br>9,500.00 |
|---|---|---|---|---|---|---|---|
| Richard Magaldi<br>919-820-5495 | | | | 1825.00 | | 1752.00 | |
| ~~Chris Rivera~~<br>518-291-2023 | | | | ~~150.00~~ | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Bid Committee Present: Melissa Wilson-OMB
Public Present:
Once award of bid has been approved by BOCC, the high bidder will be contacted by the Property Clerk who can be reached at 305-292-3457 to pick item and pay for the item.
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: Melissa Wilson

MONROE COUNTY PURCHASING DEPARTMENT
RECAP OF BID OPENING
TITLE: SALE OF SURPLUS PROPERTY
DATE: JANUARY 5 AT 3:00PM

| BIDDER NAME & PHONE NUMBER | ITEM #8<br>ID #0940/346<br>1993 Ford F700 Flatbed<br>1FDPK74C2PVA17669<br>0.00 | ITEM #9<br>ID #0940/44519<br>97 Cat Motor Grader<br>4XM01347<br>37,500.00 | ITEM #10<br>ID #0940/450<br>Ford NH Tractor<br>069781B<br>1,200.00 | ITEM #11<br>ID #0940/4871998<br>Ford 4630 Tractor<br>096678B<br>1,200.00 | ITEM #12<br>ID #0940/52199<br>Bandit Chipper<br>000452<br>2,500.00 | ITEM #13<br>ID #0940/5412000<br>Sweeper TruckWWH6WFAA8YHG32374<br>9,500.00 | ITEM #14<br>ID #0970/195<br>Box Trailer1NNVF4820FM084521<br>0.00 |
|---|---|---|---|---|---|---|---|
| Michael Murrell<br>970-230-0406 | | | | | | | 1.00 |
| WM Sweeney<br>305-731-0052 | 111.11 | | | | | | 11.11 |
| John E Glover<br>919-820-5495 | | | 1200.00 | 300.00 | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Bid Committee Present: Melissa Wilson-OMB
Public Present:
Once award of bid has been approved by BOCC, the high bidder will be contacted by the Property Clerk who can be reached at 305-292-3457 to pick item and pay for the item.
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: Melissa Wilson

MONROE COUNTY PURCHASING DEPARTMENT
RECAP OF BID OPENING
TITLE: SALE OF SURPLUS PROPERTY
DATE: JANUARY 5 AT 3:00PM

| BIDDER NAME & PHONE NUMBER | ITEM #15<br>ID #1001/1946<br>2003 Ford Taurus<br>1FAFP53U93A187681<br>700.00 | ITEM #16<br>ID#1002/4926<br>2005 Ford F150<br>1FTRF12215NB96020<br>1,100.00 | ITEM #17<br>ID#1005/3681<br>2000 Chevy Impala<br>2G1WF42E8Y9162984250.00 | ITEM #18<br>ID #1200/118<br>2000 Ford Taurus<br>1FAFP5229YA233162<br>900.00 | ITEM #19<br>ID #1807/28352001 Ford E450 Minibus<br>1FDXE45F91HA57249<br>1,500.00 | ITEM #20<br>ID#2000/851<br>2002 Ford Focus Wagon<br>1FAFP36392W265675<br>450.00 | ITEM #21<br>ID#2000/852<br>2002 Ford Focus<br>1FAFP363X2W271341<br>450.00 |
|---|---|---|---|---|---|---|---|
| Mark Maclaughlin<br>305-393-6762 | | 501.00 | 251.00 | 501.00 | | | |
| 3rd Generation Plumbing<br>305-743-4245 | | | | | | 610.00 | 400.00 |
| ~~Doug Sposito~~<br>520-400-9899 | | | | | | ~~456.00~~ | |
| Michael Murrell<br>970-230-0406 | | | | 1201.50 | | | |
| Tom Weyant<br>305-745-4098 | | 433.33 | | | | | |
| Harvey Hillman<br>305-304-5800 | | 855.00 | | | | | |
| Florida Keys Fire Protection 305-294-3473 | | 2100.00 | | | | | |
| Gary Leonard | | 850.00 | | | | | |
| John E Glover<br>919-820-5495 | | 1250.00 | | | | | |

Bid Committee Present: Melissa Wilson-OMB
Public Present:
Once award of bid has been approved by BOCC, the high bidder will be contacted by the Property Clerk who can be reached at 305-292-3457 to pick item and pay for the item.
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: Melissa Wilson

MONROE COUNTY PURCHASING DEPARTMENT
RECAP OF BID OPENING
TITLE: SALE OF SURPLUS PROPERTY
DATE: JANUARY 5 AT 3:00PM

| BIDDER NAME & PHONE NUMBER | ITEM #15<br>ID #1001/1946<br>2003 Ford Taurus<br>1FAFP53U93A187681<br>700.00 | ITEM #16<br>ID#1002/4926<br>2005 Ford F150<br>1FTRF12215NB96020<br>1,100.00 | ITEM #17<br>ID#1005/3681<br>2000 Chevy Impala<br>2G1WF42E8Y9162984250.00 | ITEM #18<br>ID #1200/118<br>2000 Ford Taurus<br>1FAFP5229YA233162<br>900.00 | ITEM #19<br>ID #1807/28352<br>001 Ford E450 Minibus<br>1FDXE45F91HA57249<br>1,500.00 | ITEM #20<br>ID#2000/851<br>2002 Ford Focus Wagon<br>1FAFP36392W265675<br>450.00 | ITEM #21<br>ID#2000/852<br>2002 Ford Focus<br>1FAFP363X2W271341<br>450.00 |
|---|---|---|---|---|---|---|---|
| Chris Martin<br>305-849-5767 | | 375.00 | | | | | |
| ~~Christopher Rivera~~<br>518-291-2023 | | | | | | | ~~150.00~~ |
| Michael Murrell<br>970-230-0406 | 150.00 | | | | | | |
| Joseph R Collins<br>305-986-0394 | | | 300.00 | | | | |
| David Lamaster<br>239-209-2684 | | | | | | 100.00 | 100.00 |
| Richard Magaldi<br>919-820-5495 | | 1910.00 | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Bid Committee Present: Melissa Wilson-OMB
Public Present:
Once award of bid has been approved by BOCC, the high bidder will be contacted by the Property Clerk who can be reached at 305-292-3457 to pick item and pay for the item.
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: Melissa Wilson

MONROE COUNTY PURCHASING DEPARTMENT
RECAP OF BID OPENING
TITLE: SALE OF SURPLUS PROPERTY
DATE: JANUARY 5 AT 3:00PM

| BIDDER NAME & PHONE NUMBER | ITEM #22<br>ID#2000/855<br>2002 Ford Taurus<br>1FAFP58U42A228693<br>450.00 | Item #23<br>ID#2000/85<br>62002 Ford Taurus Wagon<br>1FAFP58U22A228692<br>450.00 | Item #24<br>ID#<br>2401/209<br>2002 Dodge Pickup<br>1D7HA16K22J224758<br>450.00 | Item #25<br>ID#<br>2600/4965<br>2005 Ford E150 Passeger Van<br>1FMRE11WX5HA98430<br>4,500.00 | Item #26<br>ID#<br>0400/001<br>1999 Oldsmobile Intrigue<br>1G3WS52K1XF344864<br>0.00 | Item #27<br>ID# 0920/494<br>1999 Chevrolet Express Van<br>1GCFG25M3X1127181<br>0.00 | Item # 28<br>ID#<br>0940/456<br>1997 Ford 6610 Tractor<br>356962M<br>2,500.00 |
|---|---|---|---|---|---|---|---|
| 3rd Generation Plumbing 305-743-4245 | 553.00 | | | 3385.00 | | | |
| Michael Murrell 970-230-0406 | | 1.00 | | | | | |
| Raymond D Miller DBA Southern Salvage 305-289-0100 | | | | | 25.00 | 25.00 | |
| Florida Keys Fire Protection 305-294-3473 | | | 600.00 | | | | |
| Kerry Struyf 305-731-6540 | | | | | 50.00 | 50.00 | |
| Chris Martin 305-849-5767 | | | | 675.00 | | | |
| Mike Murrell 970-230-0406 | 1.00 | | | | | | |
| | | | | | | | |
| | | | | | | | |

Bid Committee Present: Melissa Wilson-OMB
Public Present:
Once award of bid has been approved by BOCC, the high bidder will be contacted by the Property Clerk who can be reached at 305-292-3457 to pick item and pay for the item.
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: Melissa Wilson

MONROE COUNTY PURCHASING DEPARTMENT
RECAP OF BID OPENING
TITLE: SALE OF SURPLUS PROPERTY
DATE: JANUARY 5 AT 3:00PM

| BIDDER NAME & PHONE NUMBER | Item #29<br>ID# 0940/533<br>1999 GMC 3500 Dump1GDJC34J6 XF099264<br>950.00 | Item #30<br>ID# 0970/12182<br>003 Chevy Malibu<br>1GIND52J43 M650016<br>300.00 | Item #31<br>ID0970/1790<br>2002 Dodge Pickup<br>1D7HA16K72 J224755<br>1,200.00 | Item #32<br>ID# 0970/212<br>2002 Dodge Pickup<br>3B7KC26652M 308594<br>2,200.00 | Item #33<br>ID# 0970/4896<br>2005 Ford F150<br>1FTRF12255N B96022<br>2,500.00 | Item #34<br>ID# 0977/159<br>1997 Mack Rolloff Truck<br>1M2B209C8V M020332<br>15,500.00 | Item #35<br>ID # 0977/173<br>1998 Ford Rolloff Truck<br>1FDZW96T5 WVA40139<br>13,500.00 |
|---|---|---|---|---|---|---|---|
| 3rd Generation Plumbing 305-743-4245 | | | | 2555.00 | | | |
| Mark Payakovich 305-852-9068 | | | | 2605.00 | | | |
| R. Daniel Zieg 305-289-9687 | | | 1325.00 | 2205.00 | | | |
| William Mathews 305-849-2258 | 700.00 | | | | | | |
| Jorge Leon/Environmental Mgmt 305-477-7497 | | | | 3810.00 | | 17560.00 | 18006.00 |
| Raymond D Miller DBA Southern Salvage 305-289-0100 | | | | 2662.00 | | | |
| Dan Yeider 305-394-3381 | | | | 7767.96 | | | |
| Florida Keys Fire Protection 305-294-3473 | 1250.00 | | | | | | |

Bid Committee Present: Melissa Wilson-OMB
Public Present:
Once award of bid has been approved by BOCC, the high bidder will be contacted by the Property Clerk who can be reached at 305-292-3457 to pick item and pay for the item.
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: Melissa Wilson

MONROE COUNTY PURCHASING DEPARTMENT
RECAP OF BID OPENING
TITLE: SALE OF SURPLUS PROPERTY
DATE: JANUARY 5 AT 3:00PM

| BIDDER NAME & PHONE NUMBER | Item #29<br>ID# 0940/533<br>1999 GMC 3500 Dump1GDJC34J6 XF099264<br>950.00 | Item #30<br>ID# 0970/12182<br>003 Chevy Malibu<br>1GIND52J43 M650016<br>300.00 | Item #31<br>ID0970/1790<br>2002 Dodge Pickup<br>1D7HA16K72 J224755<br>1,200.00 | Item #32<br>ID# 0970/212<br>2002 Dodge Pickup<br>3B7KC26652M 308594<br>2,200.00 | Item #33<br>ID# 0970/4896<br>2005 Ford F150<br>1FTRF12255N B96022<br>2,500.00 | Item #34<br>ID# 0977/159<br>1997 Mack Rolloff Truck<br>1M2B209C8V M020332<br>15,500.00 | Item #35<br>ID # 0977/173<br>1998 Ford Rolloff Truck<br>1FDZW96T5 WVA40139<br>13,500.00 |
|---|---|---|---|---|---|---|---|
| Key Honey Contracting<br>305-393-6762 | 2000.00 | | 1300.00 | 2750.00 | | | |
| WM Sweeney<br>305-731-0052 | | | | 3011.11 | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Bid Committee Present: Melissa Wilson-OMB
Public Present:
Once award of bid has been approved by BOCC, the high bidder will be contacted by the Property Clerk who can be reached at 305-292-3457 to pick item and pay for the item.
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: Melissa Wilson

MONROE COUNTY PURCHASING DEPARTMENT
RECAP OF BID OPENING
TITLE: SALE OF SURPLUS PROPERTY
DATE: JANUARY 5 AT 3:00PM

| BIDDER NAME & PHONE NUMBER | Item# 36<br>ID# 1001/560<br>2000 Dodge Caravan<br>2B4GP2534YR795173<br>350.00 | Item# 37<br>ID# 1414/025<br>2002 Dodge Pickup<br>1D7HA16K52J204519<br>450.00 | Item# 38<br>ID# 1807/191919<br>99 Ford E350 Minibus<br>1FDWE30F8XHA91978<br>1,200.00 | Item# 39<br>ID# 1807/1929<br>2000 Ford E450 Minibus<br>1FDXE45FXYIID73862<br>1,500.00 | Item# 40<br>ID# 3000/170520<br>05 Ford Pickup<br>1FTRF12235NB00582<br>2,500.00 | Item# 41<br>ID# 0901/532<br>2002 Dodge Pickup<br>1D7HA16K82J224750<br>1,200.00 | Item# 42<br>ID# 0940/423<br>1996 Cat Backhoe<br>06KL02253<br>7,500.00 |
|---|---|---|---|---|---|---|---|
| Thomas C. Baker<br>305-852-3579 | | | | | | 1510.00 | |
| Raymond D. Miller DBA Southern Salvage<br>305-289-0100 | 25.00 | | | | | | |
| WM Sweeney<br>305-731-0052 | | | | | | | 4111.11 |
| Kerry Struyf<br>305-731-6540 | | 475.00 | | | | | |
| Key Honey Contracting<br>305-393-6762 | | | | | | 1500.00 | |
| | | | | | | | |
| | | | | | | | |

Bid Committee Present: Melissa Wilson-OMB
Public Present:
Once award of bid has been approved by BOCC, the high bidder will be contacted by the Property Clerk who can be reached at 305-292-3457 to pick item and pay for the item.
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: Melissa Wilson

MONROE COUNTY PURCHASING DEPARTMENT
RECAP OF BID OPENING
TITLE: SALE OF SURPLUS PROPERTY
DATE: JANUARY 5 AT 3:00PM

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| BIDDER NAME & PHONE NUMBER | Item# 43<br>ID# 0940/427<br>1997 Caterpillar Roller<br>9XK00493<br>6,250.00 | Item#44<br>ID#<br>0940/457<br>1997 Leeboy Paver<br>1162CH<br>0.00 | Item# 45<br>ID#<br>0940/540520<br>06 Bomag Tire Roller<br>901A222022<br>47<br>26,000.00 | Item# 46<br>ID#<br>0940/5406<br>2006 Bomag Wheel Roller<br>901C1460343<br>4<br>27,000.00 | Item# 47<br>ID#<br>0940/585<br>2004 Sterling Oil Distrib.<br>2FZACGAK64<br>AM33324<br>35,000.00 | Item# 48<br>ID# 0940/593<br>2004 Case Skid Steer<br>JAF400311<br>7,500.00 | Item# 49<br>ID#<br>0940/5931<br>2006 Bandit Chipper<br>2026<br>9,500.00 |
| Key Honey Contracting<br>305-393-6762 | | | | | | 5100.00 | |
| 3rd Generation Plumbing<br>305-743-4245 | | | | | | 8101.00 | |
| WM Sweeney<br>305-731-0052 | 2111.11 | 999.11 | | | 9111.11 | 3111.11 | 2111.11 |
| Gary Leonard<br>305-849-0020 | | | | | | 3000.00 | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| BIDDER NAME & PHONE NUMBER | Item# 50<br>ID# 0973/052 | Item#51<br>ID# | Item# 52<br>ID# | | | | |

Bid Committee Present: Melissa Wilson-OMB
Public Present:
Once award of bid has been approved by BOCC, the high bidder will be contacted by the Property Clerk who can be reached at 305-292-3457 to pick item and pay for the item.
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: Melissa Wilson

MONROE COUNTY PURCHASING DEPARTMENT
RECAP OF BID OPENING
TITLE: SALE OF SURPLUS PROPERTY
DATE: JANUARY 5 AT 3:00PM

| | 1990 Mack Dump Truck 1M2B197C3LM00 6989 9,750.00 | 3000/1009 2002 Dodge Pickup 1D7HA16K4 2J224762 450.00 | 3200/106 1999 GMC 3500 Dump Truck 1GDJC34J9XF 098318 950.00 | | | | |
|---|---|---|---|---|---|---|---|
| Mark Payakovich 305-743-4245 | | | 1125.00 | | | | |
| Joaquin Llano 305-450-9845 | | 461.00 | | | | | |
| Richard Magaldi 305-766-8607 | | 950.00 | | | | | |
| Key Honey Contracting 305-393-6762 | | | 2400.00 | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Bid Committee Present: Melissa Wilson-OMB
Public Present:
Once award of bid has been approved by BOCC, the high bidder will be contacted by the Property Clerk who can be reached at 305-292-3457 to pick item and pay for the item.
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: Melissa Wilson

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: Public Works/Engineering

Bulk Item: Yes X No ___ Staff Contact Person: Kevin Wilson 453-8797

**AGENDA ITEM WORDING:** Approval of 8th Amendment with Humane Animal Care Coalition, Inc. (HACC) for CPI-U adjustment of 0.8% from December 1, 2015 to June 30, 2016 and 0.7% from July 1, 2016 to June 30, 2017 and amending deadline for requesting CPI-U adjustment to May 1st.

**ITEM BACKGROUND:** On May 20, 2015 the BOCC approved a five (5) year renewal and seventh addendum to contract with Humane Animal Care Coalition, Inc. (HACC) to operate the Key Largo Animal Shelter and provide animal control services from Mile Marker 70 through Mile Marker 112 including Ocean Reef and the Village of Islamorada. In order to avoid requests for retroactive CPI adjustments, language was revised in Section IV of the renewal and seventh amendment to require the contractor to request CPI adjustments no later than January 31 or CPI adjustment is waived. In a letter dated January 8, 2016 Humane Animal Care Coalition, Inc. (HACC) requested a CPI-U adjustment for the first year of the contract retroactive to November 2015 to June 30, 2016 and the second year from July 1, 2016 to June 30th 2017. HACC also requested that the deadline for requesting CPI-U each year be changed from January 31th to May 15th.

**PREVIOUS RELEVANT BOCC ACTION:** On April 18, 2007, the BOCC awarded the latest bid and contract; on August 15, 2007, 1st amendment was approved to clarify contractor responsibilities in case of hurricanes or other natural disasters; on May 19, 2010, 2nd amendment was approved granting a CPI adjustment of 2.1%; on September 21, 2011, 3rd amendment was approved revising the contract to a pre-audit reimbursement basis; on September 21, 2012, 4th amendment was approved granting a CPI adjustment of 1.7%; on April 16, 2014, 5th amendment was approved granting a CPI adjustment of 1.6% and on February 18, 2015, 6th amendment was approved granting a CPI adjustment of .8% retroactive to 7/1/2014.
On May 20, 2015, 7th amendment was approved granting a renewal agreement for five (5) years, effective July 1, 2015 to June 30, 2020; and adds provision that total compensation shall not exceed the total contract sum and that reimbursement request shall be received no later than 15 days after the end of the month; adds provision that County may review and request revisions to the contractor's policies and procedures manual; adds provision that contractor shall attend additional training as required by the County and if there's a cost the County will pay directly for such cost or reimburse the contractor and not count the cost against the contractor's monthly reimbursement amount; adds provision that contractor will, when warranted by the facts, contact law enforcement and/or the Monroe County State Attorney's Office to consult on Contractor's investigation and potential criminal investigations and/or prosecution; amends Pets in Shelters section by updating the Pet Friendly Shelter Plan and provides that Contractor will assist Monroe County Emergency Management in recruiting shelter workers from their volunteers to assist with care of shelterees' pets; clarifies that CPI adjustments shall be calculated using CPI for the recent 12 months ending in December of each year and requires contractor to request CPI adjustments no later than January 31 or CPI adjustment is waived; adds provision that clarifies that County is an "intended recipient" of the audit; adds language required pursuant to F.S. 119.0701.

**CONTRACT/AGREEMENT CHANGES:** CPI-U adjustment of 0.8% from December 1, 2015 to June 30, 2016 and 0.7% CPI-U adjustment from July 1, 2016 to June 30, 2017. The Contractor shall request annual CPI adjustments no later than May 1st of each year for the upcoming contract period or CPI adjustment is waived.

**STAFF RECOMMENDATIONS:** Approval

**TOTAL COST:** $283,802.04 /Yr. $23,650.17/Mo **INDIRECT COST:** __ **BUDGETED:** Yes X No _
July 01, 2016- **$285,788.76/Yr.** $23,815.73/Month

**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

**COST TO COUNTY:** same **SOURCE OF FUNDS:** Ad Valorem

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

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

**DOCUMENTATION:** Included X Not Required _____

**DISPOSITION:** _____ **AGENDA ITEM #** _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Humane Animal Care Coalition (HACC)
Contract #
Effective Date: December 01, 2015
Expiration Date: June 30, 2020

Contract Purpose/Description:
Eighth addendum to contract for CPI-U adjustment of 0.8% from December 1, 2015 to June 30, 2016 and adjustment of 0.7% from July 1, 2016 to June 30, 2017. The Contractor shall request annual CPI adjustments no later than May 01 of each year for the upcoming contract period or CPI adjustment is waived.

Contract Manager: Alice Steryou (Name) 305 292-4549 (Ext.) PW/Eng Facilities Stop #1 (Department/Stop #)

for BOCC meeting on February 10, 2016 Agenda Deadline: January 26, 2016

## CONTRACT COSTS

Total Dollar Value of Contract: $ 285,788.76/yr Current Year Portion: $ 283,923.32
Budgeted? Yes ☒ No ☐ Account Codes: 001-21000-530340
Grant: $ N/A
County Match: $ N/A

## ADDITIONAL COSTS

Estimated Ongoing Costs: N/A (Not included in dollar value above)
For: (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|---|---|---|---|---|
| Division Director | 1/26/16 | Yes ☐ No ☑ | | 1/26/16 |
| Risk Management | 1-26-16 | Yes ☐ No ☑ | | 1-26-16 |
| O.M.B./Purchasing | 1/26/16 | Yes ☐ No ☑ | | 1/26/16 |
| County Attorney | 1/26/16 | Yes ☐ No ☒ | Christine Hilbert-Barnard | 1/26/16 |

Comments: KEVIN WILSON SHOULD VERIFY %'s FOR ACCURACY AND DATES EFFECTIVE

OMB Form Revised 2/27/01 MCP #2

# 8th AMENDMENT TO AGREEMENT
(Operation of the Key Largo Animal Shelter)

THIS 8th AMENDMENT TO AGREEMENT is entered into this 10th day of February, 2016, between Monroe County Board of County Commissioners (County) and Humane Animal Care Coalition, Inc. (HACC/Contractor), in order to amend the agreement entered into on April 18, 2007, as amended on August 15, 2007, May 19, 2010, September 21, 2011, September 21, 2012, April 16, 2014, February 18, 2015, and May 20, 2015;

WHEREAS, the terms of the original contract provide that the contract amount may be adjusted annually by the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available; and

WHEREAS, the Contractor has requested CPI increases and has also requested for the CPI-U adjustment deadline to be amended from January 31st to May 15th and the County agrees to the CPI adjustments as set forth below and to amend the CPI-U adjustment deadline to May 1st; now, therefore,

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. In accordance with Section IV of the Agreement, the annual contract amount is adjusted by .8% for the CPI for all urban consumers (CPI-U) for the most recent 12 months available ending December 2014 effective December 1, 2015 to June 30, 2016; and by .7% for the period ending December 2015 effective July 1, 2016 to June 30, 2017. **Effective December 1, 2015**, the total compensation paid to the Contractor for its services under this agreement shall be **$283,802.04** per annum or **$23,650.17** per month. **Effective July 1, 2016**, the total compensation paid to the Contractor for its services under this agreement shall be **$285,788.76** per annum or **$23,815.73** per month.

2. Section IV RENEWAL shall be amended to read as follows:

   The contract amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months ending in December of each year. The Contractor shall request annual CPI adjustments no later than May 1st of each year for the upcoming contract period. Failure to timely request annual CPI adjustment will result in waiver of CPI adjustment for that year.

3. In all other respects, the remaining terms of the Agreement entered into on April 18, 2007, as amended, and not inconsistent herewith, shall remain if full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in the respective names.

(SEAL)
Attest: AMY HEAVILIN, CLERK

By:_____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine M. Limbert Barrows
ASSISTANT COUNTY ATTORNEY
1/26/16

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

Date:_____

HUMANE ANIMAL CARE COALITION, INC.

By: Thomas F. Garretson
President

Date: January 26, 2016

**Humane Animal Care Coalition, Inc.**
*A Humane Society Dedicated to the Care of Animals*
105951 Overseas Highway
Key Largo, Florida 33037
(305) 451-0088

January 8, 2016

Subject: CPI-U adjustments for the Upper Keys Animal Shelter

Dear Kevin Wilson, Assistant Administrator:

Request your consideration for CPI-U adjustment for the **first year** of our five year contract with Monroe County to begin November 2015 (the date we requested the CPI-U) through the end of the 1st year contract June 30, 2016.

Request your consideration for CPI-U adjustment for the **second year** of our contract that begins July 1, 2016 and ends June 30, 2017.

Because the contract has a January 31st deadline for requesting CPI-U each year which is 6 months before the start of our contract, respectfully request your consideration to move this date closer to the start of our contract. Suggested date to consider is May 15th each year.

Best regards,

Thomas F. Garrettson, President HACC

Attached: November 17, 2015 letter requesting CPI-U.
December 18, 2015 letter concerning CPI-U.

cc: Alice Steryou

COPY

**RENEWAL AND SEVENTH ADDENDUM TO CONTRACT BETWEEN HUMANE ANIMAL CARE COALITION, INC. AND MONROE COUNTY DATED APRIL 18, 2007**

**This Renewal and Seventh Addendum** to the Agreement dated April 18, 2007 is entered into this 20th day of May, 2015, between Humane Animal Care Coalition, Inc., a Florida non-profit corporation, ("CONTRACTOR") and Monroe County ("COUNTY").

**WHEREAS,** the parties entered into an agreement on April 18, 2007; as amended on August 15, 2007, May 19, 2010, September 21, 2011, September 21, 2012, April 16, 2014 and February 18, 2015; and

**WHERAS,** Section IV of the agreement between the parties provides the COUNTY with the option to renew the agreement after June 30, 2015, for one additional five-year period; and

**WHEREAS,** the CONTRACTOR has requested a renewal of the agreement; and

**WHEREAS,** in order to clarify that the reimbursement amount to CONTRACTOR is not to exceed the total sum of the contract and to ensure that reimbursement request are timely received by the COUNTY, language under Section II in the agreement is being amended; and

**WHEREAS,** in order to ensure that the CONTRACTOR's Policies and Procedures adequately address procedures for CONTRACTOR's staff, the language in Section III SCOPE OF SERVICES, A., paragraph 7 of the agreement is being revised to allow the County to review and request revisions as needed; and

**WHEREAS,** in order to provide additional training to CONTRACTOR as may be requested and required by the County, language is being added to the Contract to allow for such training; and

**WHEREAS,** in order to clarify obligations and responsibilities relating to animal control investigations, language under Section III, paragraph B. subsection 9 of the agreement is being amended to require the CONTRACTOR to contact law enforcement and/or the Monroe County State Attorney's office when warranted; and

**WHEREAS,** in order to include and update Pet Friendly Shelter Operations as Exhibit "D" to the Agreement and to require the Contractor to assist Monroe County Emergency Management in volunteer recruitment, language in Section III, paragraph F. of the Agreement is being revised; and

**WHEREAS,** for clarification Section IV is being revised to reflect that the Consumer Price Index (CPI) adjustment shall be calculated using the CPI for the recent 12 months ending in December of each year; and

**WHEREAS,** in order to avoid request for retroactive CPI adjustments, language is being revised in Section IV of the agreement to require CONTRACTOR to request CPI adjustments no later than January 31; and

**WHEREAS,** in order to clarify that the County is an "intended recipient" of all audits, language in Section XIX of the Agreement is being revised; and

**WHEREAS**, pursuant to F.S. 119.0701, language is being added to the Section XX of the agreement to include public record law requirements;

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

1. In accordance with Section IV of the Agreement, the County hereby exercises its option to renew the Agreement for one additional five-year period. The renewal term shall be effective July 1, 2015 and end at 12:00 midnight on June 30, 2020.

2. Section II AMOUNT OF AGREEMENT/AVAILBILITY OF FUNDS shall be amended to add the following language:
   The total compensation paid to the Contractor for its services under this agreement shall not exceed the total contract sum as stated above. Reimbursement requests shall be received no later than 15 days after the end of the month.

3. Section III SCOPE OF SERVICES, A. paragraph 7. POLICIES AND PROCEDURES MANUAL: shall be amended to add the following:

   The County may review and request revisions to the Policies and Procedures Manual as needed.

4. Section III SCOPE OF SERVICES, B. ENFORCEMENT SERVICES, Paragraph 1. shall be amended to add the following:

The Contractor shall attend additional training as required by the County. If there is a cost involved with the training, the County will pay directly for such cost or reimburse for such cost separate from and not counting against the Contractor's monthly reimbursement amount.

5. Section III SCOPE OF SERVICES, B. ENFORCEMENT SERVICES, Paragraph 9. shall be amended to read as follows:

   9. Investigating all reports of violation of local ordinances, state statutes and other rules and regulations relating to animal control and, when warranted by the facts, contact law enforcement and/or Monroe County State Attorney's Office to consult on Contractor's investigation, and potential criminal investigations and/or prosecution; issue citations (resolution No. 290-2010 and animal control citation form attached hereto in **Exhibit "G3"**; and or prosecute all persons charged with violation of said ordinances and regulations, which includes representing Monroe County in court proceedings when required. Further upon termination of this agreement, the Contractor shall complete all cases originated by Contractor including representing the County in court if necessary.

6. Section III SCOPE OF SERVICES, paragraph F. PETS IN SHELTERS shall be amended to read as follows:
   F. PETS IN SHELTERS: Contractor shall provide the services designated for the Supporting Agencies/Animal Control outlined in the Monroe County Emergency

Management Pet Friendly Shelter Operations Plan (See Exhibit "D"). Furthermore, the Contractor shall assist Monroe County Emergency Management in recruiting shelter workers from their volunteers to assist with the care of shelterees' pets

7. Section IV RENEWAL shall be amended to read as follows:

   The contract amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months ending in December of each year. The Contractor shall request annual CPI adjustments no later than January 31st of each year for the upcoming contract period. Failure to timely request annual CPI adjustment will result in waiver of CPI adjustment for that year.

8. Section XIX shall be amended to add the following language:

   The County is an "intended recipient" of the audits required by this agreement. The CPA performing said audits shall provide the audits to the County as an intended recipient of the audit.

9. Section XX Public Record shall be amended to add the following language:

   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.

10. The remaining terms of the contract dated April 18, 2007, as amended, and not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal and seventh addendum to the Agreement as of the date first written above.

(SEAL)
Attest: AMY HEAVILIN, CLERK

By: _____
Deputy Clerk

Attest:
By: _____
WITNESS

Print Name: _____

By: _____
WITNESS

Print Name: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

CONTRACTOR

By: Thomas F. Jancellon
Humane Animal Care Coalition, Inc.

President, HACC
Title

MONROE CO. ATTORNEY
APPROVED AS TO FORM:
Christine M. L. Hurt-Barrows
CHRISTINE M. L. HURT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 4/27/15

# MONROE COUNTY
# EMERGENCY MANAGEMENT

# PET FRIENDLY SHELTER
# OPERATIONS PLAN

**EXHIBIT "D"**

## I. INTRODUCTION

### Purpose

The purpose of this plan is to provide standard operating procedures for operation of the following Primary Shelters as a pet friendly evacuation shelters.

- Key West High School – ***#4-124 & 4-125 (Boys & Girls Locker Rooms)***
- Sugarloaf School – **#3-123 & 1-123 (*Boys & Girls Locker Room)***
- Marathon High School – ***#611 (Boys & Girls Locker Room)***
- Coral Shores High School - **# 2-004A, 2-110A, 2-1108 (*Boys Locker Room)***

### Scope

Overall management, coordination, prioritization and identification of services and assets needed to support humans and domestic animals being housed together in a shelter during an emergency or disaster.

## II. POLICIES

### Authorities

In performing the functions outlined in this operations plan county and municipal agencies are governed by the authorities of Public Law 93- 288, as amended, FS§ 252, FS § 768.13 and other rules and regulations governing this agency.

## III. AGENCY ROLES AND RESPONSIBILITIES

### List of Agencies:

**Primary Agencies** (To be contacted only by MCEM):

| | |
|---|---|
| Monroe County Emergency Management Department | (305)289-6018 |
| Monroe County Public Works | (305)289-4560 |
| Monroe County School District | (305)293-1400 |
| Monroe County Fire Rescue | (305)289-6088 |

**Support Agencies:**

| | |
|---|---|
| Florida Keys SPCA | (305)294-4857 |
| Safe Harbor Animal Rescue of the Keys, Inc. (SHARK) | (305)743-4800 |
| Humane Animal Care Coalition, Inc. | (305) 51-0088 |
| Monroe County Sheriff's Office | (305)296-2424 |
| Florida Fish and Wildlife Commission | (305)289-2320 |
| University of Florida Extension Services | (305)292-4501 |
| City of Key West Police Department | (305)809-1011 |
| Key Colony Beach Police Department | (305)743-5380 |
| Florida Highway Patrol | (305)289-2383 |

**Assignment of Responsibilities:**

**Primary Agency**
Monroe County Emergency Management is designated as the lead agency and is responsible for duties under the Emergency Support Function (ESF) 17, as well as the following:

- Function as the County's representative and liaison with the Emergency Operations Center (EOC) for activities and responsibilities carried out by other support agencies.
- Notify the primary and supporting agencies identified in this plan and implement all or portions of it.
- Notify, activate and mobilize agencies assigned to the designated pet friendly shelter locations.
- Coordinate and direct supporting agency actions.
- Provide emergency supplies for animal care.
- Provide and coordinate shelter managers and staff to operate the designated pet friendly shelters.
- Coordinate the intake and placement of shelterees and their pets at the designated pet friendly shelters.
- Provide emergency supplies for animal care.
- Coordinate requests for support and additional resources from primary and supporting agencies and other partner ESFs represented in the EOC.
- Continue to update and refine this plan based on After Action Reports (AARs) and lessons learned from real world response activation.

**Support Agencies**

Support agencies are responsible for the following:
- Notification, activation and mobilization of personnel and equipment, when requested
- Designate and assign people for staffing all facilities as required.
- Provide support for the pets of special needs clients during an evacuation.
- Provide representation when requested by the primary agency of this PFSP
- Coordinate all actions of the support agency with the primary agency when performing the assigned mission of this plan
- Identify all personnel and resource requirements to preform assigned missions in excess of the support agencies' capabilities

**Response Requirements**

Federal and State assistance to this plan is provided under Public Law 93-288 and F.S. § Chapter 252. The primary and support agencies of this plan must anticipate being as self-sufficient as possible during the first 72 hours following an event.

**Resource Coordination**

This plan will provide human/animal assistance through its primary and support agencies in coordination with other ESFs to support its missions. This plan will allocate available resources to each mission based upon priorities identified by the EOC. Relative to human/animal shelter matters. If animal assistance resources are locally unavailable, the ESF will directly request assistance from its corresponding ESF at the State EOC.

All other ESF's will coordinate with the ESF 17 representatives at EOC when requesting emergency support or disaster assistance. If a conflict of priorities develops, this ESF will work directly with the EOC's Operations Chief to resolve the conflict.

**Recovery Operations**

Although this annex addresses recovery activities of the agencies associated with this ESF, EOC is responsible for coordinating all recovery activities to provide animal services to the County, as required. Therefore, recovery operations of this ESF will be initiated commensurate with emergency priorities within the County and based on the availability of resources.

**Operating Facilities**

**Pet Friendly Shelter Teams:**
Shelter teams will serve to augment the general shelter staffing, focus on the care of for pets in the shelter and will consist of one Animal Enforcement Officer (AEO) and two volunteers identified prior to event. The rest of the shelter support team will be made up of volunteers from the individuals sheltering within the facility. The Team will be stationed at the assigned Primary Staging Area.

**Contractors:**
Contractors providing animal services to Monroe County will provide shelter staffing and ESF 17 staffing if requested by the County EOC.

Note: Monroe County understands that staffing will be stretched during times of emergency and will work with the Contractor to address the issue in advance.

**Volunteers:**
Volunteers will primarily be used to assist Animal Enforcement Officer (AEO) in the care of pets at the shelter but in the event that an AEO is not available, will serve as the lead staff for animal care in the shelter. A volunteer may be an individual who is affiliated with an existing animal volunteer group or a member of the community, provided they meet the following criteria:

- Be a Monroe County resident.
- Be 18 years old or older and in good physical condition.
- Have current picture identification.
- Have the knowledge and skills to perform basic animal care at shelter facility
- Be able to write legibly and provide the shelter manager with a report of hours worked and general tasks performed

**Pet Friendly Shelter Team Duties include:**

- Logging in animals and owners.
- Checking the registration log for completed forms.
- Sorting animals to group kinds/types.
- Reviewing shelter rules and regulations with evacuees.
- Verifying vaccination records.
- Inspection of animal restraint equipment (cages, pens, collars, leashes)
- Providing support agencies with number of registered animals.
- Identify all animal medications brought into the shelter and insure they are in controlled location.
- Issue identification tags and wrist bands for people/carriers/cages and animals.
- Issue cleaning supplies to evacuees as needed and available.
- Placing protective barrier between cages and the floor of the shelter.

**Pet Friendly Shelter Team Maintenance Activities include:**

- In April of every year, check supplies in the Shelter Hurricane Kit
  - Order any supplies needed.
  - Prepare intake logs and forms.
  - Walk through all designated pet friendly shelters to document/photograph conditions and note any damages.

## IV. EMERGENCY MANAGEMENT CENTER LEVELS OF ACTIVATION

In the event of an emergency this plan will follow the MCEM Levels of Activation (1-3). The Monroe County Shelter Coordinator will assess the potential severity and extent of the areas impacted by the event and will determine the appropriate pet friendly shelter locations. In the event of a large scale disaster there may be multiple shelters assigned.

**Pet-Friendly Shelter Preparations:**

**Level 3 – Monitoring**

1. Review emergency procedures.
2. Review and update organizational plans.
3. Contact support agencies.
4. Identify designated pet friendly shelter facilities.
5. Notify Pet Friendly Shelter Managers and assign duties accordingly.
6. Notify Pet Friendly Shelter Team members and direct them to prepare vehicles and equipment.

**Level 2 - Partial Activation**

Danger is probable within 24 to 36 hours. Staff is briefed and municipal and county coordination is established. Emergency Information Hotline is activated.

1. All Pet Friendly Shelter Team members are put on stand-by.
2. Pet Friendly Shelter Team members are briefed by Monroe County Shelter Coordinator with regards to the designated pet friendly shelter locations, assignments and given a report time.
3. Supply shelters with needed provisions (i.e. dog food, cat food, water, etc.) and provide resource access to Pet Friendly Shelter Team members.
4. Notify volunteers to remain on stand-by.

**Level 1 – Full Activation**

Danger is probable within 12 to 24 hours. Shelters will be opened to the general public and operations will begin.

1. Activate and mobilize Pet Friendly Shelter Team members.
2. Shelters will be opened to evacuees and in-processing will begin.
3. Initiate registration of animals.
4. Review rules and regulations with pet owners.
5. Verify vaccination records of incoming animals.
6. Inspection of animal restraint equipment (cages, collars, leashes, etc.)
7. Issue identification tags.
8. Provide Shelter Manager with number of animal owners and pets.

**Post Event**

Damage assessment is conducted, appropriately noted and conveyed to the Shelter Manager.

Following the direction of the County EOC, the Shelter Manager will direct the Pet Friendly Shelter Team members to begin to deactivate the shelter by:

- Verifying the all clear has been given by EOC.
- Checking registration log as people leave.
- Prepare area for Public Works to clean and disinfect animal areas of the shelter.
- Returning moved items to proper place (once area cleansed).

## IV DISASTER SUPPLIES/ EQUIPMENT IN-COUNTY PET-FRIENDLY SHELTERS

____Laptop computer/printer
____First aid kits
____Fire extinguishers
____Pet carriers
____Portable radios

____Clipboards
____Blankets
____Catch-poles and nets
____Newspapers

____Standard tool kit for minor repairs
____Bolt cutters
____Nylon rope
____Flashlight with battery supply
____Plastic carcass bags
____Supply of animal information forms
____Ball point pens and felt markers
____ID bands, tags, or collars
____Air filtration masks/bandanas
____Pooper Scoopers

____Leashes
____Cleaning supplies, bleach, sanifect, buckets, rubber gloves, garbage can liners, brooms, hoses, paper towels, antibacterial soap
____Food, dry dog, dry cat, canned dog, canned cat
____Bottled water.

____Nylon leashes
____Animal stretcher

____Rubber boots
____Leather gloves
____Waterless hand cleaner, disposable towelettes, and paper towels

____Absorbent materials (such as cat litter)

____Radios with extra batteries

____Manual can openers
____Duct tape
____Camera, film, and batteries
____Disposal litter pans
____Waste disposal containers, 2 each (20 gal)

____800 MHz radio w/charger
____Chairs/ cots

____Office supplies.

____Log forms, intake cards, ID tags

# APPENDIX
# OF
# FORMS

# HOLD HARMLESS AGREEMENT

## HOLD HARMLESS AGREEMENT

I understand and agree that this pet registration form is not a sheltering contract and that there is no contractual, legal or equitable right to sheltering at the Monroe County Animal Shelter (MCAS) arising from completion and submission of registration documents or otherwise. I hereby agree to hold harmless all persons, organizations, corporations, or government agencies involved in the care and sheltering of my family, my pet(s) and myself at the MCAS and agree to waive any claim against such persons, organizations, corporations or government agencies involved in the care and sheltering of my family, my pet(s) and myself at the MCAS. I further agree to indemnify any persons or entities, organizations, corporations or government agencies which have suffered any loss, damage, or claim related in any way to the care and sheltering of my animal(s) at the MCAS. I also agree to undertake the defense of any claim against the County or other governmental agencies, organizations, or individuals arising out of the sheltering of a pet at the MCAS.

I have read and accept the above. ☐

Print Name _____ Signature _____

Date _____

# ANIMAL SHELTER REGISTRATION

Date: _____ Pet Control Number: _____

# Pet Registration Form

**Shelter:** Key West ☐ Sugarloaf ☐ Marathon ☐ Coral Shores ☐

Name of
Pet Owner: _____
Home Address: _____
_____
_____

Home Phone: _____ Work Phone: _____
Email Address: _____

**Pets:**

| Name | Age | M/F | Spayed Neutered | Breed | Color/Markings |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

**Immunization records**: YES ☐ NO ☐

**Pet Medications or Dietary Supplements:**

| Condition | Medication/Dietary Supplement | How is it administered? |
|---|---|---|
| | | |
| | | |
| | | |

The information above will be provided to the animal handler for scheduling medication administration.

CAGE YES _____ NO _____

FOOD YES _____ NO _____

FOOD/WATER BOWLS YES _____ NO _____

Pet picked up by: _____ Date: _____ Initials _____

PET CONTROL NUMBER LOG

**Shelter:** Key West ☐ Sugarloaf ☐ Marathon ☐ Coral Shores ☐

INCIDENT:_____ DATE: _____

| PC Number | OWNER NAME | PET NAME |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**THIS PAGE INTENTIONALLY LEFT BLANK**

# PET OWNER SHELTER AGREEMENT

## AGREEMENT

I,_____(the owner of the pet(s) listed on the registration form) understand that an emergency exists and that special arrangements have been made to allow my family and pet(s) to remain together in this shelter facility. I understand and agree to abide by the pet care rules contained in this agreement and have explained them to any other family member accompanying my pet(s) and me.

**RULES:**

1. My pet(s) will remain contained in its approved carrier except at scheduled times. During scheduled relief times, my pet(s) will be properly confined with leash, harness or muzzle (if necessary). Scheduled times will be strictly adhered to.
2. I agree to supply food and bowls for food and water.
3. I certify that my pet(s) is current on rabies and all other vaccinations recommended
4. I will maintain proper identification on my pet(s) and its carrier at all times.
5. I will permit qualified animal shelter personnel/vet to administer medical care should it become necessary.
6. I acknowledge that my failure to follow these rules may result in the removal of my pet(s) to another location. I further understand that if my pet(s) becomes unruly, aggressive, shows signs of contagious disease, is infested by parasites (fleas, ticks, lice, etc.) or begins showing signs of stress related conditions, it may be removed to a more appropriate location. I understand that any decision concerning the care and welfare of my pet(s) and the shelter population as a whole are within the sole discretion of the shelter manager, whose decision is final.
7. I further understand that any damage caused by my pet(s) will be my responsibility.

I certify that my pet(s) has no previous history of aggressive behavior and has not been diagnosed with any contagious disease for which it has not received successful treatment.
I hereby agree and hold harmless all persons, organizations, corporations, or government agencies involved in the care and sheltering of my animal(s). I further agree to indemnify any persons or entities which may have suffered any loss or damage as a result of the care and sheltering of my animal(s).

**SIGNED**_____

**PRINTED NAME**_____ **DATE**_____

# Pet-Friendly Hurricane Evacuation Center (PHEC)
# Registration Guidelines
# Pre-Registration

**Part 1**

All residents living in the qualified areas must pre-register their families and their center acceptable pets (a maximum of three). An adult who will be sheltering at the Pet-Friendly Hurricane Evacuation Center (PHEC) with his or her pet(s) can call the Monroe County Emergency Management at **(305) 299-6018** to receive an application packet by mail, or the applicant can complete the online packet and mail it to the address provided. Required information will include:

- Name of each family member sheltering at the Center.
- Home address.
- Daytime phone number.
- Evening phone number.
- Cellular phone number.
- Name of pet(s).
- Description of pet(s) including gender/breed/coloring and weight.
- Medical history of pet including all current medication.
- Description of carrier/cage.

**Part 2**

Monroe County Emergency Management will mail a registration packet which includes:

- A tentative acceptance letter.
- Part 2 of the application which must be:
    - completed in its entirety.
    - notarized.

**Part 3**

Applicants must return the following items to be eligible for acceptance into the PHEC:

- Part 2 of the application, completed and notarized.
- A photocopy of the most recent utility bill that reflects the home address provided on the application.
- A picture of each pet being registered (minimum size of 3"x 5").
- A photocopy of a picture identification of the adult registering/sheltering at the PHEC.

Acceptable forms of identification are:

- State of Florida Driver's License
- Current United States Passport
- State of Florida Identification

## Pet-Friendly Hurricane Evacuation Center (PHEC)

### Application: Part 1

Complete Name of
Adult Applicant: _____
Home Address: _____
_____
_____
_____

Home Phone: _____ Work Phone: _____
Email Address: _____

**Family Members (first and last name, if different from above):**

1 _____ age: _____
2 _____ age: _____
3 _____ age: _____
4 _____ age: _____

**Pets:**

| Name | Age | M/F | Spayed Neutered | Breed | Color/Markings |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

**Pet Medications or Dietary Supplements:**

| Condition | Medication/Dietary Supplement | How is it administered? |
|---|---|---|
| | | |
| | | |
| | | |

The information above will be provided to the animal handler for scheduling medication administration.

**Crate/Cage info:**

| Animal type | Material | Dimensions | Access Panel Location |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

# Pet-Friendly Hurricane Evacuation Center (PHEC)
# Application: Part 2

## Instructions

I agree to read all information and follow all instructions as detailed on this registration form. I understand that failure to do so will preclude my and/or my family's, and my pet's(s') acceptance. At the end of each paragraph or section there is a box that must be checked acknowledging that you read, understood, and agree to abide by the provisions therein. This form must be completed in its entirety, notarized, and returned by mail to:

**Pet-Friendly Shelter Application**
**c/o Monroe County Emergency Management**
**490 63rd Street**
**Marathon, Florida 33050**

This form must be signed and dated by an adult who is reporting to the PHEC for sheltering. It is the responsibility of the registrant to assure receipt of this form by the Monroe County Emergency Management. This may be done by calling **(305)289-6018**.

I have read and accept the above. ☐

The information that I provided during my registration is accurate and complete. I understand that only those family members and pets pre-registered are allowed into the PHEC.

I have read and accept the above. ☐

I agree to notify Monroe County Emergency Management as soon as possible of any changes in my registrant status. I understand that any changes, additions or deletions, either of persons or animals, must be made prior to a hurricane warning being issued for any one storm.

I have read and accept the above. ☐

I understand that to gain entrance into the shelter I must reside in one of the mandatory evacuation zones. If my residence changes to an area outside a mandatory evacuation zone, or if I am no longer residing in a home that has been deemed unsafe by Monroe County, I understand that I (and my family and pet(s)) will no longer be eligible for sheltering at the PHEC.

I have read and accept the above. ☐

I understand that to gain entrance into the PHEC. I must arrive at the PHEC with all items outlined in the tentative acceptance letter that accompanied this form.

I have read and accept the above. ☐

## Application: Part 2 (continued)

My animal(s) are in good health. I understand that even though pre-registered, if my pet(s) is deemed a health or safety risk to any person or animal, entrance will be denied. This includes flea or tick infestation or any active parasitic or fungal infection such as ringworm or mange. I agree to my pet being examined by qualified animal shelter personnel to determine its fitness for entry. I understand and agree that at all times, regardless of compliance with all requirements, Monroe County still retains sole discretion in accepting persons and pets to the PHEC.

I have read and accept the above. ☐

My pet(s) will be current on all required vaccinations as noted on the acceptance letter. I will provide proof of all required vaccinations at check-in as well as current rabies tag(s) as required. I understand that failure to provide these items will preclude entrance into the shelter.

I have read and accept the above. ☐

I understand and agree that at least one (1) adult family member will reside in the shelter with the pet(s) at all times and that if at any time my pet(s) is(are) left in the shelter without at least one (1) adult family member that the animal(s) is then considered abandoned and will be immediately surrendered to _____.

I have read and accept the above. ☐

I understand and agree that if for any reason my animal is left behind, it is thereby considered abandoned and I will be responsible for any and all fees, fines, or monetary remittance payable to _____ under their adoption, reunification, or euthanasia policy.

I have read and accept the above. ☐

I understand and agree that upon entrance to the PHEC access to the animal(s) is limited and will be allowed contingent upon the needs of the animals, _____ staff, or PHEC staff.

I have read and accept the above. ☐

I understand that the feeding, replenishing of water, and removal of waste materials from the cage is the responsibility of the adult family member. Immediately upon request of PHEC staff to report to the animal area, I will do so and perform any feeding, watering, or waste removal necessary.

I have read and accept the above. ☐

I understand and agree that this PHEC registration program is not a sheltering contract and that there is no contractual, legal or equitable right to sheltering at the PHEC arising from completion and submission of registration documents or otherwise. I hereby agree to hold harmless all persons, organizations, corporations, or government agencies involved in the care and sheltering of my family, my pet(s) and myself at the PHEC and agree to waive any claim against such persons, organizations, corporations or government agencies involved in the care and sheltering of my family, my pet(s) and myself at the PHEC. I further agree to indemnify any persons or entities, organizations, corporations or government agencies which have suffered any loss, damage, or claim related in any way to the care and sheltering of my animal(s) at the PHEC. I also agree to undertake the defense of any claim against the County or other governmental agencies, organizations, or individuals arising out of the sheltering of a pet at the PHEC.

I have read and accept the above. ☐

_____ _____

Print Name Signature

_____

Date

_____ Stamp seal here

Notary Public

_____

Date

## Pet-Friendly Hurricane Evacuation Center (PHEC)

## Tentative Acceptance Letter

Dear Applicant:

This letter serves to acknowledge receipt of Part 1 of your application for the Monroe County Pet-Friendly Hurricane Evacuation Center (PHEC). For the registration process to be complete, you must fill out and return Part 2 of the application and return it to:

**Pet-Friendly Shelter Application**
**c/o Monroe County Emergency Management**
**490 63rd Street, Suite 150**
**Marathon, FL 33050**

Failure to return the form negates your application and hurricane evacuation center eligibility. It is your responsibility to contact the Monroe County Emergency Management at **(305)289-6018** to assure that the form was received and that your registration is complete.

This PHEC is the first of its kind in Monroe County and we are working to assure a successful operation. However, the success of this pet-friendly hurricane evacuation center depends upon you. On Part 2 of the application you acknowledged and agreed to certain provisions regarding shelter management. You are expected to abide by these provisions. Any infraction can result in your removal from the registration database and denial of use of the PHEC for current and future storms. You should understand that this letter, your application, or your compliance with all PHEC requirements do not constitute a binding commitment or contract that you and your pets will be accepted at the PHEC. The purpose of this application process is to facilitate the accommodation of applicants. However, everyone should understand that even if they comply with all application requirements and receive this letter, there is no guarantee or contractual commitment that you and your pets will be accepted at the PHEC.

If you live in one of the County's hurricane evacuation zones, mobile homes, or in a structure that has been deemed unsafe by the County, you must monitor the hurricane event and listen for the mandatory evacuation order. Upon issuance of a mandatory evacuation order for your area, you should report to the PHEC with all of the items listed in this letter. It is important to note that opening of this shelter is at the sole discretion of Monroe County and that you need to have a contingency plan for yourself and your pet(s) if this shelter is not opened for any reason, or if you and your pet are not accepted in the PHEC.

Upon arrival at the PHEC, all animals will be examined by a qualified shelter personnel / licensed veterinarian. The veterinarian will only examine the animal and will not vaccinate or offer medical treatment. This examination will determine if the animal presents a health or safety risk to any human or other animal. All proof of vaccinations must be presented at this time. Any animal deemed a risk to humans or other animals, due to illness or behavioral problems, will not be allowed to enter. It is imperative that your animal is clean, healthy, and that all vaccinations are up to date. It is within the County's sole discretion to determine whether any pet will be accepted at the PHEC.

Items you must bring to the PHEC:
• Valid photo identification and recent utility bill showing current address for adult registrant
• Proof of all current required vaccinations for each pre-registered pet (list appears on page)
• All personal hygiene items, medications, and bedding supplies for each member of your family
• A three (3) day supply of non-perishable food and water for each member of your family and each pet; any medications for each pet.
• Appropriate bowls or dishes for each pet's food and water.
• Appropriate crate/cage for each pet; bedding (specifications are below).
• A sheet or other covering material for each crate to reduce the visual stimuli of the animal.
• A secure collar and sturdy leash for each dog.

Although we do not list numeric specifications for the size of any one crate or cage, the following criteria apply for dogs and cats:

Housing must be large enough to allow the animal to stand, turn around, and fully recline. It should be constructed of wire or heavy plastic and must be well ventilated. Crates/cages excessive in size and exercise pens are not allowed. Smaller dogs and cats may be housed together as a species as long as they are fully socialized and the provisions for movement are met for each animal.

All dogs must have the following current vaccinations:

Rabies
Distemper/Parvo
Bordetella
Coronavirus

All cats must have the following current vaccinations:

Rabies
Feline Leukemia
Rhinotracheitis
Calicivirus
Panleukopenia (distemper)

Ferrets: Housing for ferrets must allow ample room for movement, constructed of wire or heavy plastic, and allow for the appropriate bedding material without spillage. Up to three (3) ferrets may be housed together as long as they are fully socialized and the provisions for movement are met for each animal.

All ferrets must have the following current vaccinations:

Rabies
Distemper

Small mammals: Housing for small mammals (gerbils, guinea pigs, hamsters, mice, rabbits, rats) that provides space for ample movement. Cages must be chew-proof, such as wire or plastic, and have a base deep enough to hold appropriate bedding. Small mammals normally housed together may stay together as long as the aforementioned provisions for movement are met for each animal.

Birds: Cages must allow for adequate movement, minimal flight and be fully ventilated. Up to three (3) birds may be housed together as long as they are fully socialized. Food and water dishes must be easily accessible and not require the opening of main access. Covers need to be provided to deter noise and reduce stress.

Thank you for pre-registering your family and pets. Please review all of the criteria listed in this packet before submitting and address any questions to Emergency Management at 305-289-6018.

Sincerely,

Irene Toner
Director
Monroe County Emergency Management

# PET SHELTER VOLUNTEER FORMS

**Monroe County Emergency Management Department**
**Pet-Friendly Shelter Team**
**490 63rd Street Suite 150**
**Marathon, FL 33050**
**(305)289-6018**

**NAME:**

The information in the box below is filled out the first time you volunteer. Then, each time you return, enter on the back side of this log your time in and time out. It is very important that these procedures are followed so that MCEMD can properly acknowledge volunteers for the work they have done, and to keep our internal records current. If you have any questions about the log, those working in the volunteer sign-in area will be glad to help you.

TODAY'S DATE:

ADDRESS:

STREET:

CITY / STATE / ZIP CODE:

HOME PHONE#

NAME OF EMERGENCY CONTACT PERSON

HAVE YOU COMPLETED THE MONROE COUNTY SHELTER MANAGER TRAINING? ☐ YES ☐ NO

IS THIS THE FIRST TIME YOU HAVE VOLUNTEERED WITH MCEMD? ☐ YES ☐ NO

**PLEASE NOTE: IT IS RECOMENDED THAT PET-SHELTER VOLUNTEERS ARE CURRENT ON THEIR TETANUS VACCINATION *BEFORE* THEY CAN START WORKING!**
CHECK WHICH OF THE FOLLOWING VACCINATIONS YOU ARE UP-TO-DATE ON:

☐ TETANUS (DATE _____ ) ☐ HEPATITIS A (DATE _____ ) ☐ RABIES PRE-EXPOSURE (DATE _____ )

HAVE YOU COMPLETED THE MONROE COUNTY VOLUNTEER REGISTRATION FORM? ☐ YES ☐ NO
**IF *NO*, VOLUNTEERS MUST COMPLETE THIS FORM *BEFORE JOINING THE TEAM.***

DO YOU HAVE A CURRENT PICTURE I.D.? ☐ YES ☐ NO

_____ NAME OF EMERGENCY CONTACT PERSON

_____ RELATIONSHIP OF EMERGENCY CONTACT PERSON

_____ HOME PHONE NUMBER OF EMERGENCY CONTACT PERSON

**CHART USE ONLY**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ VOL APP | ☐ CTY FORM | ☐ EMG CONT | ☐ PICT I.D | ☐ CERT | ☐ LTR | ☐ TS | ☐ WS INFO |

# MCEMD Daily Volunteer Log

**EVENT:** _____

**SIGN-IN LOG TALLY SHEET**

▸ VOLUNTEER'S NAME: _____

**» SUMMARY OF VOLUNTEER HOURS «**

▸ START DATE: _____ ▸ FINAL DATE: _____

▸ TOTAL DAYS: _____ ▸ TOTAL HOURS: _____

INSTRUCTIONS: ON THE FIRST LINE IN COLUMN "A" FILL IN THE DATE AND YOUR **TIME IN** AND **TIME OUT**, AND THEN TOTAL YOUR HOURS FOR THAT DAY. CONTINUE TO DO THIS FOR EACH DAY THAT YOU VOLUNTEER. IF YOU REACH THE BOTTOM LINE OF COLUMN "A" CALCULATE YOUR SUB-TOTAL AND THEN CONTINUE KEEPING TRACK OF YOUR TIME IN COLUMN "B." WHEN YOU ARE DONE VOLUNTEERING WRITE IN YOUR TOTAL HOURS AND MINUTES AT THE BOTTOM OF COLUMN "B."

| COLUMN "A" | | | |
|---|---|---|---|
| **DATE** Mo.& Day | **TIME IN** A.M. or P.M. | **TIME OUT** A.M. or P.M. | **TOTAL** Hr.& Min. |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | SUB-TOTAL | |

| COLUMN "B" | | | |
|---|---|---|---|
| **DATE** Mo.& Day | **TIME IN** A.M. or P.M. | **TIME OUT** A.M. or P.M. | **TOTAL** Hr.& Min. |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | FINAL TOTAL | |

# MCEMD VOLUNTEER REGISTRATION

By completing this form, you are registering as a volunteer with Monroe County Emergency Management Department.

| | | | |
|---|---|---|---|
| DATE | LOCATION OF DISASTER | | |
| NAME | | SSN | |
| ADDRESS | | DRIVERS LIC # / STATE | |
| CITY/ STATE / ZIP CODE | | | |
| HOME PHONE | WORK PHONE | PAGER | CELL |
| **IN CASE OF EMERGENCY** | | | |
| CONTACT | | RELATIONSHIP | |
| ADDRESS | | | |
| | | | |
| PHONE | CELL | | |
| **MEDICAL INFORMATION** | | | |
| DO YOU HAVE HEALTH INSURANCE? ☐ NO ☐ YES | CARRIER | POLICY NUMBER | |
| DO YOU HAVE A CURRENT TETANUS VACCINATION? ☐ NO ☐ YES | IF NOT, YOU MUST GET ONE. PROOF OF THE VACCINATION WILL BE NEEDED PRIOR TO ALLOWING YOU TO VOLUNTEER<br>IF YES, DATE OF LAST TETANUS VACCINATION? | | |
| ARE YOU ON LONG TERM MEDICATIONS?<br>☐ NO ☐ YES IF YES, TYPE | DO YOU HAVE ANY MEDICAL CONDITIONS THAT HCAS SHOULD BE AWARE OF IN THE EVENT OF AN EMERGENCY? ☐ NO ☐ YES IF YES, EXPLAIN | | |
| DO YOU HAVE ANY MEDICAL ALLERGIES? ☐ NO ☐ YES IF YES, EXPLAIN | ARE YOU ALLERGIC TO ANY ANIMALS?<br>☐ NO ☐ YES IF YES, TYPE | ARE YOU AFRAID OF ANY ANIMALS?<br>☐ NO ☐ YES IF YES, TYPE | |
| **ANIMAL HANDLING EXPERIENCE** | | | |
| ☐ DOGS ☐ CATS ☐ HORSES ☐ DONKEYS ☐ CATTLE ☐ SHEEP ☐ GOATS ☐ PIGS<br>☐ BIRDS ☐ REPTILES -TYPE ☐ WILDLIFE -TYPE<br>☐ EXOTIC ANIMALS -TYPE | | | |
| WHAT PREVIOUS ANIMAL RELATED EXPERIENCE DO YOU HAVE? DOES ANY OF YOUR EXPERIENCE INCLUDE HELPING ANIMALS DURING A DISASTER? | | | |

**SHELTER PHONE LOG**
**FOR**
**SHELTER MANAGER USE ONLY**

# PHONE LOG

LOCATION _____ TODAY'S DATE _____ Page ___ of

| TIME | YOUR NAME | FROM (NAME/NUMBER) | FOR (NAME/NUMBER) | COMMENTS | ACTION REQUIRED | FOLLOW-UP COMPLETED |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

## SHELTER SUPPLY REQUEST FORM – FOR SHELTER MANAGER ONLY

## SUPPLY REQUEST FORM

LOCATION _____ TODAY'S DATE _____ Page ___ of ___

| REQUESTED BY | # | ITEM DESCRIPTION AND COMMENTS | PURCHASE AUTHORIZED IF NEEDED | SOURCE | RECEIVED BY | REC'D DATE/ TIME | COST |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

**THIS PAGE INTENTIONALLY LEFT BLANK**

**6th AMENDMENT TO AGREEMENT**
(Operation of the Key Largo Animal Shelter)

COPY

THIS 6th AMENDMENT TO AGREEMENT is entered into this 18th day of February, 2015, between Monroe County Board of County Commissioners (County) and Humane Animal Care Coalition, Inc. (HACC/Contractor), in order to amend the agreement entered into on April 18, 2007, as amended on August 15, 2007, May 19, 2010, September 21, 2011, September 21, 2012, and April 16, 2014;

WHEREAS, the terms of the original contract provide that the contract amount may be adjusted annually by the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available; and

WHEREAS, the Contractor has requested a CPI increase; now, therefore,

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. In accordance with Section IV of the Agreement, the annual contract amount is adjusted by **.8%** CPI for all urban consumers (CPI-U) for the most recent 12 months available. **Effective July 1, 2014**, the total compensation paid to the Contractor for its services under this agreement shall be **$281,549.64** per annum or **$23,462.47** per month.
2. In all other respects, the remaining terms of the Agreement entered into on April 18, 2007, as amended, and not inconsistent herewith, shall remain if full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in the respective names.

(SEAL)
Attest: AMY HEAVILIN, CLERK

By: Lindsay Ballard
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: D. P. Kolhage
Mayor/Chairman

Date: February 18th, 2015

HUMANE ANIMAL CARE COALITION, INC.

By: Thomas J. Danielson
President

Date: Feb 4, 2015

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Hillett-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 2/2/15

**5th AMENDMENT TO AGREEMENT**
(Operation of the Key Largo Animal Shelter)

COPY

THIS 5th AMENDMENT TO AGREEMENT is entered into this 16th day of April, 2014, between Monroe County Board of County Commissioners (County) and Humane Animal Care Coalition, Inc. (HACC/Contractor), in order to amend the agreement entered into on April 18, 2007, as amended on August 15, 2007, May 19, 2010, September 21, 2011, and September 21, 2012;

WHEREAS, the terms of the original contract provide that the contract amount may be adjusted annually by the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available; and

WHEREAS, the Contractor has request a CPI increase; now, therefore,

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. In accordance with Section IV of the Agreement, the annual contract amount is adjusted by 1.6% CPI for all urban consumers (CPI-U) for the most recent 12 months available. Effective July 1, 2013, the total compensation paid to the Contractor for its services under this agreement shall be $279,315.12 per annum or $23,276.26 per month.
2. In all other respects, the remaining terms of the Agreement entered into on April 18, 2007, as amended, and not inconsistent herewith, shall remain if full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in the respective names.

ATTEST: AMY HEAVILIN, CLERK
~~ATTEST: DANNY L. KOLHAGE, CLERK~~

Deputy Clerk

FILED FOR RECORD
2014 MAY -8 AM 11:48
CLK. CIR. CT.
MONROE COUNTY, FL

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: Sylvia J. Murphy
Mayor/Chairman

Date: 5/8/14

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine M. Limbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 3/26/14

HUMANE ANIMAL CARE COALITION, INC.

By: Thomas F. Barnett
President

Date: April 24, 2014

COPY

**4th AMENDMENT TO AGREEMENT**
(Operation of the Key Largo Animal Shelter)

THIS 4th AMENDMENT TO AGREEMENT is entered into this 21st day of September, 2012, between Monroe County Board of County Commissioners (County) and Humane Animal Care Coalition, Inc. (HACC/Contractor), in order to amend the agreement entered into on April 18, 2007, as amended on August 15, 2007, May 19, 2010, and September 21, 2011;

WHEREAS, the terms of the original contract provide that the contract amount may be adjusted annually by the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available; and

WHEREAS, the Contractor has request a CPI increase; now, therefore,

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. In accordance with Section IV of the Agreement, the annual contract amount is adjusted by 1.7% CPI for all urban consumers (CPI-U) for the most recent 12 months available. Effective October 1, 2012, the total compensation paid to the Contractor for its services under this agreement shall be $274,916.46 per annum or $22,909.71 per month.
2. In all other respects, the remaining terms of the Agreement entered into on April 18, 2007, as amended, and not inconsistent herewith, shall remain if full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in the respective names.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

By: Isabel C. DeSantis
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Date: 9-21-12

HUMANE ANIMAL CARE COALITION, INC.

By: Thomas F. Hamilton
President

Date: Aug 23, 2012

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine M. Limbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 8/21/12

COPY

**THIRD AMENDMENT TO CONTRACT**
**BETWEEN HUMANE ANIMAL CARE COALITION, INC.**
**AND MONROE COUNTY DATED APRIL 18, 2007**

**This Third Amendment** to the agreement entered into on April 18, 2007 is entered into this 21st day of September, 2011, between Humane Animal Care Coalition, Inc., a Florida non-profit corporation, ("CONTRACTOR") and Monroe County ("COUNTY").

**WHEREAS**, the parties entered into an agreement on April 18, 2007, as amended on August 17, 2007, and May 19, 2010; and

**WHEREAS**, pursuant to a request by the County Administrator the three animal control contractor were audited by the Clerk of the Court, including the Human Animal Care Coalition; and

**WHEREAS**, the audit report of Humane Animal Care Coalition made findings and recommendations; and

**WHEREAS**, the auditor's recommend that the contract for animal services be revised to require pre-audit of contractor expenditures on a reimbursable basis similar to contracts with other agencies and private non-profits that provide public services; and

**WHEREAS**, in order to ensure that expenditures public funds are appropriate and ensure that funds and donations are appropriately reported and spent; and

**WHEREAS**, in order address the findings of the audit and to continue a contractual relationship between the CONTRACTOR and COUNTY; and

**WHEREAS**, the County seeks to extend this contract to June 30, 2015 and to provide for all the animal control contracts to end concurrently;

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

1. Section 1 Term of Agreement of the contract shall be amended to read as follows:

The term of this agreement shall begin on October 1, 2011 and end at 12:00 midnight on June 30, 2015.

2. Section II Payment of the contract shall be amended to read in its entirety as follows:

II. AMOUNT OF AGREEMENT/AVAILABILITY OF FUNDS

The County, in consideration of the Contractor substantially and satisfactorily performing and carrying out the duties of the County as to providing animal control services and enforcement of laws related to animals in Monroe County, Florida, shall pay to the Contractor the sum of Two hundred seventy thousand three hundred and twenty-one DOLLARS ($270,321) per year on a reimbursement basis equal to 1/12 of this amount or $22,526.75 per month. If a reimbursement request is less than the per month

reimbursement amount of $22,526.75, the unused balance will be rolled over and available for future reimbursement request.

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 Contractor. The Board shall not be obligated to pay for any services or goods provided by the Contractor after the Contractor has received written notice of termination, unless otherwise required by law.

A. PAYMENT

Payment will be made periodically, on a reimbursement basis, as hereinafter set forth. Reimbursement requests will be submitted to the Public Works Department. The County shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with this Agreement, Monroe County Code of Ordinances, State laws and regulations and **Attachment A** - Expense Reimbursement Requirements. Evidence of payment by the Contractor shall be in the form of a letter, summarizing the expenses, with supporting documentation (e.g. copies of invoices) attached. The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as **Attachment B**. The Contractor's final invoice must be received within sixty (60) days after the termination date of this contract as shown in Article I above.

After the Clerk of the Board examines and approves the request for reimbursement, the Board shall reimburse the Contractor. However, the total of said reimbursement expense payments in the aggregate sum shall not exceed the annual total amount shown in Article II of this agreement.

The Contractor shall furnish to Public Works Department within ten days of the date of this amendment the following:

(a) IRS Letter of Determination indicating 501(c)(3) status;
(b) List of the Organization's Board of Directors of; 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) IRS Form 990 from most recent fiscal year for all organizations;
(e) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
(f) 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;

The Contractor shall cooperate with County monitoring visits that the County may request during the contract year, and shall provide such other reasonable reports and information related to compliance with applicable laws, contract provision and the scope of services that the County may request during the contract year.

3. Section III(A)(1) STAFF shall be amended by adding the following:

The Contractor shall provide a list of employees by name and title, including but not limited to, shelter manager(s) and animal control officer(s).

4. Section III(A)(3)(d) shall be amended to read in its entirety as follows:

(d) The Contractor shall provide heartworm testing to all adoptable dogs, provide deworming to all adoptable animals, and shall have a program in place for flea and tick control. The Contractor shall provide FIV and Feline leukemia testing for all cats retained in the facility for adoption.

5. Section III(C) FEES, shall be amended by adding the following:

In addition to the transactional fees as set forth in the resolutions and as required to be remitted to the county pursuant to Sec. 4-39, Monroe County Code, the animal control contractors may charge animal owner(s) or potential adopter(s) for services, including sterilization pursuant to Sec. 823.15,Florida Statutes, vaccinations not covered by the County, and any other services provided to the public which are not required by the County contract. The Contractor shall charge no more to the public than the average cost of any of the services provided which are not required under this contract.

6. Section III(D) REPORTS shall be shall be amended to read in its entirety as follows:

On a bi-weekly basis, Contractor shall provide the Director of Public Works or designee with copies of all bite reports and citations that are issued. On a monthly basis, Contractor shall submit a statistical report utilizing the form marked as Exhibit "G4" as same may be amended from time to time.

7. Section IV RENEWAL shall be amended to read as follows:

The County shall have the option to renew this agreement, after June 30th, 2015, for one (1) additional five-year period.

8. Section IX VEHICLES shall be amended by adding the following:

Contractor is not permitted to take a County vehicle out of Miami-Dade County unless prior written approval is received from the Director of Public Works or designee. In the event of a manmade or natural disaster for which there is adequate objective evidence available to justify the inability to obtain prior written approval, the Contractor shall obtain the approval within 30 days of the disaster event. If the contractor acquires or uses any other vehicle(s) in performing/providing services under this agreement, the contractor shall include and list those vehicle(s) under this agreement with the VIN (vehicle identification number) and the contractor must adhere to all insurance coverage requirements under this contract. If County funds are used to acquire any vehicles, then upon termination or expiration of the contract those assets will become the property of Monroe County, unless otherwise agreed to by the County.

9. Section XII FACILITIES AND EQUIPMENT shall be amended by adding the following:

A capital asset is tangible property or fixtures estimated to cost or be valued at $1,000 or more. Prior to purchasing a capital asset with County funds, the Contractor shall notify and seek approval in writing from the Public Works Department.

If County funds are used to acquire any capital assets, then upon termination or expiration of the contract those assets will become the property of Monroe County, unless otherwise agreed to by the County. The Contractor shall maintain a list of all capital assets even those purchased without County funds, noting whether acquired with County funds or other funding sources and the Contractor shall provide said list to the Public Works Department, as amended, when additional capital assets are acquired. Property acquired with County funds will be inventoried pursuant of Chapter 274, Florida Statutes.

10. Section XI DONATIONS shall be amended to read in its entirety as follows:

XI. DONATIONS AND GRANTS:
The Contractor shall issue numbered receipts, keep appropriate records, and account separately for all donations and grants received by Contractor:

(a) At any Monroe County Animal Shelter;
(b) For the benefit of animals in Monroe County; or
(c) Off of Monroe County premises for which the donors have a reasonable expectation that the funds may be used out of County

Said donations and grants shall be used by Contractor only for the benefit of animals in Monroe County or other services not mandated by the contract and may only be applied to the organization's operational mission within Monroe County unless there is documentation that the donor wanted the donation to be used for any mission purpose, whether in or out of the County, or the fundraising fliers and other materials make it clear that the funds are to be used outside the County.

11. Section XVII FUNDRAISING shall be amended to read in its entirety as follows:

FUNDRAISING:
The Contractor may not use the Shelter facilities for fundraising events or for selling merchandise or services unless requested in writing and approved in writing by the County Administrator and unless the funds raised, less related costs, are used for the benefit of the animals in Monroe County. Requests for events shall be requested by the Contractor in writing and approved by the County Administrator in writing, but may be made for more than one event or sales program at a time.

The Contractor shall collect on behalf of the County the fines as listed in Monroe County Code Section 4-39, 4-45, 4-46 and 4-66, and the fees listed in the Fee Resolutions attached hereto as **Exhibit "B,"** as same may be amended from time to time. Said fines and fees shall be remitted to the County as set forth in Sec. 4-39 of Monroe County Code.

Contractor shall account separately for all donations and funds received:

a) At any Monroe County Animal Shelter;
b) For the benefit of animals in Monroe County; and
c) Off of Monroe County premises for which the donors have a reasonable expectation that the funds may be used out of Monroe County.

Funds raised by the Contractor from fundraising events at the Monroe County shelter and donations received at Monroe County Animal Shelters shall only be used to benefit the animals in Monroe County or other services not mandated by the contract and may only be applied to the organization's operational mission within Monroe County unless there is documentation that the donor wanted the donation to be used for any mission purpose, whether in or out of the County, or the fundraising fliers and other materials make it clear that the funds are to be used outside the County.

12. Section XIX INSPECTION OF BOOKS AND FACILITIES/AUDIT/ACCOUNTING shall be amended to read in its entirety as follows:

XIX. INSPECTION OF BOOKS AND FACILITIES/AUDIT/ACCOUNTING:

Contractor shall keep and maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for five (5) 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.

In addition, the Contractor shall, at its expense, provide the County with an annual audit prepared by an independent Certified Public Accountant; said audit shall conform to generally accepted auditing standards and shall be submitted to the County within one hundred eighty (180) days following the close of the Contractor's fiscal year. If this agreement is terminated early, the County has a right to demand an accounting of all funds held by the Contractor.

The Contractor shall also allow the County to inspect the shelter property, facilities or vehicles at any reasonable time.

13. Section XXIV. TERMINATION WITHOUT CAUSE shall be amended to read in its entirety as follows:

TERMINATION WITHOUT CAUSE:
The County and/or HACC may terminate this agreement without cause by providing the County and/or HACC with written notice of termination at least sixty (60) days prior to the date of termination.

14. Section XXIX NOTICE REQUIREMENTS shall be amended to read in its entirety as follows:

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 Administrator **and** | Dent Pierce, Director **and** | County Attorney |
| 1100 Simonton Street | Monroe County Public Works | 1111 12th St., Suite 408 |

Key West, FL 33040

1100 Simonton St., Rm. 2-231
Key West, FL 33040

PO Box 1026
Key West, FL 33041-1026

FOR CONTRACTOR:
Thomas Garrettson, President
283 Saint Thomas Avenue
Key Largo, FL 33037

15. Section III(A)(1), III(A)(3)(c), III(A)(5)(b), III(A)(7)(d), III(B)(1), III(C), III(D), and IX shall be amended to delete "Director of Community Services" and replace with:
"Director of Public Works"

16. The remaining terms of the contract dated April 18, 2007, the First Amendment dated August 15, 2007, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement as of the date first written above.

(SEAL)

DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

FILED FOR RECORD
2011 SEP 27 PM 1:28

CONTRACTOR

Attest:
By: _____
WITNESS

By: Thomas Garrettson
Thomas Garrettson, President of Humane Animal Care Coalition, Inc.

Print Name: _____

By: _____
WITNESS

Print Name: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 9/6/11

# EXHIBIT "G4"
## FORMS REQUIRED TO BE USED BY CONTRACTOR
### MONTHLY STATISTICAL REPORT FORM

_____, Inc.

_____ ANIMAL SHELTER

**DATA FOR MONTH OF:** _____

| | DOGS | CATS | Other Animals: how many | Other Animals: what |
|---|---|---|---|---|
| Animals Brought In: | | | | |
| Animals Picked Up: | | | | |
| Animals Adopted: | | | | |
| Animals Redeemed: | | | | |
| Animals Transferred*: | | | | |
| Animals Escaped: | | | | |
| Animals Born at Shelter: | | | | |
| Animals DOA: | | | | |
| Animals Euthanized** | | | | |
| ** number sick, injured, or dangerous | | | | |
| Animals on Hand | | | | |

| | |
|---|---|
| Service Calls: | |
| Bite Reports: | |
| Cruelty Cases: | |

NOTES:

*List how many, type of animal and where animal was transferred

## COUNTY FEES COLLECTED

| | |
|---|---|
| Failure to Spay/Neuter: | |
| Exemption License: | |
| License: | |
| Pick-Up | |
| Boarding: | |
| Adoption: | |
| Disposal: | |
| Euthanasia: | |
| **Total County Fees Collected:** | $ - |

REPORTED BY: _____

Date Reported: _____

**Other Fees Collected:**

| | |
|---|---|
| Donations: | |
| Grants: | |
| Fundraisers: | |
| Other: | |
| | $ - |

**ATTACHMENT A**

**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 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, support for applicable 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.

_____
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this ____ day of _____ 200___
by_____ who is personally known to me.

_____
Notary Public

Notary Stamp

COPY

**2nd AMENDMENT TO AGREEMENT**
(Operation of the Key Largo Animal Shelter)

THIS 2nd AMENDMENT TO AGREEMENT is entered into this 19th day of May, 2010, between Monroe County Board of County Commissioners (County) and Humane Animal Care Coalition, Inc. (HACC), (Contractor) in order to amend the agreement entered into on April 18, 2007, as amended on August 15, 2007;

WHEREAS, the terms of the original contract provide that the contract amount may be adjusted annually by the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available; and

WHEREAS, the contractor did not receive an annual CPI adjustment in 2008 or 2009, and

WHEREAS, the Contractor has request a CPI increase of 2.1% effective May 1, 2010; now, therefore,

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. In accordance with Section IV of the Agreement, the annual contract amount is adjusted by 2.1% CPI for all urban consumers (CPI-U) for the most recent 12 months available. Effective May 1, 2010, the total compensation paid to the Contractor for its services under this agreement shall be $270,321 per annum or $22,526.75 per month.
2. In all other respects, the remaining terms of the Agreement entered into on April 18, 2007, as amended, and not inconsistent herewith, shall remain if full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in the respective names.

Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

FILED FOR RECORD
2010 MAY 25 AM 9:50
DANNY L. KOLHAGE
CLERK
MONROE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: Sylvia J. Murphy
Mayor/Chairman

Date: MAY 19 2010

HUMANE ANIMAL CARE COALITION, INC.

By: _____
Secretary

By: Thomas F. Bonetton
President

Date: May 7, 2010

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 4/30/10

COPY

**FIRST AMENDMENT TO CONTRACT**
**BETWEEN HUMANE ANIMAL CARE COALITION, INC.**
**AND MONROE COUNTY DATED APRIL 18, 2007**

THIS **FIRST AMENDMENT** is entered into on the 15th day of August 2007, to the Contract between Humane Animal Care Coalition, Inc. ("CONTRACTOR") and Monroe County ("COUNTY") dated April 18, 2007.

**WHEREAS**, the Contract between CONTRACTOR and COUNTY was entered into on the 18th day of April, 2007, to provide animal control services and enforcement of laws related to animals; and

**WHEREAS,** the parties agree that the Contract should be amended to clarify the responsibilities of CONTRACTOR in case of hurricane or other natural disaster.

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

1. Section E. of the Contract shall be amended to read in its entirety as follows:

"E. HURRICANE OR OTHER NATURAL DISASTER: It is the intention of the parties that all animals under its care should be properly and safely housed and cared for during a hurricane or other natural disaster either outside the shelter or evacuated from the County.

a) In the event that no mandatory evacuation has been ordered by the COUNTY, the CONTRACTOR shall designate employees who will remain in the COUNTY prior to, during and following the disaster to care for the animals, or make the determination to evacuate.

b) In the event a mandatory evacuation is ordered, or the CONTRACTOR makes the determination that evacuation is necessary, the CONTRACTOR shall make arrangements, in anticipation of evacuation, to provide for the orderly evacuation of all animals in its care, and to ensure the proper care is given to the animals prior to, during and after the evacuation.

c) In either of the events listed above in (a) and (b), CONTRACTOR shall insure that a complete record is kept of the whereabouts of all animals. CONTRACTOR shall notify the Division Director of Community Services of the evacuation plan being implemented for each event prior to moving of the animals from the shelter; and shall supply the names and addresses of all the employees who are entrusted with the care of animals prior to, during and following a disaster to the Division Director of Community Services ."

2. The remaining terms of the Contract, not inconsistent herewith, shall remain in full force and effect.

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

Attest:
Danny L. Kohlage, Clerk

By: _____
Deputy Clerk
Date: AUG 1 5 2007

Board of County Commissioners
Of Monroe County

By: _____
Mario Di Gennaro, Mayor
Date: AUG 1 5 2007

Witness to CONTRACTOR:

_____
Signature

_____
Print Name
Address: _____

DATE: _____

CONTRACTOR:
Thomas F. Garrettson
Signature

Thomas F. Garrettson
Print Name
President HACC, Inc
Print title

DATE: July 31, 2007

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 7/31/07

FILED FOR RECORD
2007 AUG 27 AM 10: 12
DANNY L. KOHLAGE
CLK CIR CT
MONROE COUNTY, FLA.

COPY

**CONTRACT**

THIS CONTRACT, entered this 18th day of April, 2007, by and Between the Board of County Commissioners of Monroe County, Florida (COUNTY), and Humane Animal Care Coalition, Inc. (CONTRACTOR).

WHEREAS, County has certain responsibilities under State and County laws, to provide animal control services and enforcement of laws related to animals; and

WHEREAS, it has been determined that it is in the best interest of the residents of and visitors to the County that a contract with a private provider of such services, NOW THEREFORE

IN CONSIDERATION OF the mutual promises contained herein, the parties agree as follows:

I. TERM OF AGREEMENT:

This agreement shall be for a five (5) year period beginning, May 1, 2007 and ending at 12:00 midnight on April 30, 2012. The term of this agreement shall be renewable in accordance with Section IV.

II. PAYMENT:

The total compensation to be paid to the Contractor in consideration of its services under this Agreement shall be $264,761.00 per annum. The County shall pay the Contractor on a per month in arrears basis in an amount equal to 1/12 of the total cost of the contract, or $22,063.42 per month. The Contractor shall provide a monthly invoice on the 1st day of each month to the Division of Community Services, and payment shall be made on or about the 1st day of the following month. In the event that funds are partially reduced or cannot be obtained or continued at a level sufficient to allow for the purchase of the services contemplated, then the contract may be terminated immediately at the option of the County upon written notice of termination being delivered in person or by mail to the Contractor. The County will not be obligated to pay for any services provided by the Contractor after the Contractor has received written notice of immediate termination.

III. SCOPE OF SERVICES:

A. The Contractor shall provide all staffing, equipment, and supplies necessary to operate the Key Largo Animal Shelter located at 105951 U. S. Highway 1, Key Largo, Florida 33037, and provide complete animal control and enforcement services from Mile Marker 70 through Mile Marker 112 including Ocean Reef and the Village of Islamorada.

1. STAFF: The Contractor will fully staff, operate and perform all current functions of the Shelter, as further identified in the training manual to be prepared by Contractor; said training manual will be reviewed and approved by the Director of Community Services Division or his designee prior to implementation.

2. COMPLIANCE WITH LAW: The Contractor shall cooperate with the Monroe County Health Department and follow all local and state laws, regulations and procedures, including but

not limited to Rules 64D-3.040, Procedures for Control of Specific Communicable Diseases and Chapter 64B16-29, Animal Control Shelter Permits.

3. CARE OF ANIMALS:

(a) The Contractor will receive and properly confine all animals that are brought to the Shelter or which become the responsibility of the Shelter. All animals in the custody of the Contractor shall have a constant supply of fresh water and be fed a diet appropriate for their species, breed, age and physical condition.

(b) The Contractor shall provide appropriate care for sick and injured animals in its custody and shall obtain the services of a veterinarian who is licensed by and in good standing with the Board of Veterinary Medical Examiners for the State of Florida for consultations and/or professional services.

(c) The Contractor shall provide the personnel and materials necessary to humanely euthanize all animals designated for euthanasia by the supervisors or designees of the Shelter. The primary drug to be utilized for euthanasia shall be sodium pentobarbital, and the Contractor shall administer euthanasia to those animals designated for destruction in a humane manner and consistent with state and county laws and regulations. The Contractor's personnel who perform euthanasia will have appropriate certificates attesting to the employee's authority to perform euthanasia, and copies of the certificates will be forwarded to the Director of Community Services Division or his designee.

(d) The Contractor shall provide heartworm testing to all adoptable dogs, provide deworming to all adoptable animals, and shall have a program in place for flea and tick control. Contractor shall seek funding sources to enable provision of feline leukemia virus testing and, upon obtaining such funding, shall provide feline leukemia virus testing for all adoptable kittens and cats.

4. MAINTENANCE OF PREMISES: The Contractor shall maintain the Shelter, including kennel area, cages and euthanasia room, and all equipment in a clean, safe, and sanitary manner.

5. ADOPTIONS:

(a) The Contractor shall ensure that rabies inoculations will be given to all adopted and redeemed animals as required by law.

(b) The Contractor will provide an adoption service through the Shelter for the purpose of securing suitable homes for adoptable animals. The Contractor shall follow appropriate criteria to insure that each companion animal is given a suitable home through basic screening procedures that evaluate both the animal to be released and the potential adopter in an effort to assure that the animals adopted are being placed in long-term homes. The screening procedures shall be reviewed periodically by the Director of Community Services Division or his designee as to form and practicality. All adoptable animals will be available for inspection by the public during normal working hours. The Contractor shall utilize the Adoption

Agreement attached hereto unless modified by written and signed directive from the Director of Community Services Division.

(c) The contractor shall enforce the provisions of the contract, including, but not limited to, taking any action necessary to ensure that an adopted animal is spayed or neutered prior to releasing the animal or transferring ownership to its adopter.

6. ISSUANCE OF COUNTY LICENSES: The Contractor will issue license certificates for dogs as required by the Monroe County Code and collect the fees established by County Resolution therefor. The Contractor will be responsible for determining that all requirements have been satisfied by an applicant prior to issuing a license certificate and shall remit all fees therefor to the County.

7. POLICIES AND PROCEDURES MANUAL: The Contractor shall maintain a Policies and Procedures Manual for guidance of all staff. At a minimum, it shall set forth the following:

1. Goals and Objectives of the Organization.
2. Protocols for intake, care, adoption, return to owners, and other disposal of animals.
3. Protocols for responding to calls for animal control services, whether in the nature of law enforcement, pick-up of dead animals, or other.
4. Protocols for daily maintenance of premises and equipment, including vehicles.
5. Training Staff
    a. prerequisites for certain positions
    b. keeping staff current
6. Training provided* shall include:
    a. Shelter Policies & Procedures (required of all staff, including volunteers)
    b. Basic Pet Care
    c. Veterinary Health Care
    d. Animal Behavior
    e. Animal Handling
    f. Breed Identification & characteristics
    g. Obedience Training
    h. Behavior Problem Solving
    i. Counseling Methods
    j. Conflict Management (required of all law enforcement personnel)
    k. Grief Counseling
    l. Telephone Manners and Customer Service Skills

    *Items a & j must be at least in part provided in a classroom or seminar type setting, with live or video teaching. All other training may be self-study, although some in-person or video training is highly recommended.

    Training shall be provided appropriate to the position filled by the worker, whether that worker is an employee or a volunteer.
7. Adoption Guidelines, which *shall absolutely require sterilization of all animals prior to release to adopter*. Other guidelines shall address, at a minimum:
    a. Consultation with the prospective adopter.
    b. Prospective adopter's commitment to be responsible for providing care, safe environment, veterinary bills for life of the animal.

c. Animal's disposition and that of members (human and animal) of the household to enhance as well as possible the probability of successful placement.
d. Requirement that County's Adoption Agreement (or similar adoption agreement approved in writing by County's Director of Community Services Division) by utilized for each and every adoption and enforced if the animal is not spayed or neutered at the time of the transfer of ownership.

8. HOURS OF OPERATIONS: At a minimum, the Shelter shall be open to the public from 10:00 a.m. to 6:00 p.m., Eastern Time, Monday through Friday, and from 10:00 a.m. to 2:00 p.m., Eastern Time, on Saturdays.

Hours of operation may be adjusted only upon mutual written consent of the County and the Contractor.

B. ENFORCEMENT SERVICES: The Contractor will provide complete animal control and enforcement services within the Service Area described above, including, but not limited to:

1. Training of Animal Control Officers: The Contractor shall provide that all animal control officers complete the mandatory certification program outlined by F.S. 828.27 (40 hours of training curriculum approved by the Florida Animal Control Association); said training shall be completed on a timely basis after a 90-day probationary period. The Contractor is to provide the Director of Community Services Division, or his designee, with copies of the Animal Control Officer Training Program Certificates.

2. Emergency services (24-hours per day/7-days a week) for Priority One calls which are:

a. Injured animal;
b. Bite cases; person bit by any warm-blooded creature;
c. Animal bites to other animals;
d. Wild animal in home;
e. Dangerous dog investigations;
f. Animal cruelty investigations;
g. Law enforcement requests.

3. Patrolling service area on a regular and consistent basis;

4. Picking up dogs that are running at-large;

5. Picking up cats or raccoons captured in cat or raccoon traps;

6. Non-emergency animal pick up from residential homes during normal operating hours;

7. Picking up dead animals along County or City rights-of-way and arrange for proper disposal in accordance with all applicable laws, regulations and ordinances;

8. Disposing of any animals that are euthanized or that expire while in the care, custody, or control of the Contractor, in accordance with all applicable laws, regulations and ordinances.

9. Investigating all reports of violation of local and state ordinances and regulations relating to animal control and, when warranted by the facts, issue citations and/or prosecute all persons charged with violation of said ordinances and regulations, which includes representing Monroe County in court proceedings when required. Further, upon termination of this agreement, the Contractor shall complete all cases originated by Contractor including representing the County in court if necessary.

10. Complying with all applicable County ordinances and regulations as well as the laws of the State of Florida.

C. FEES. The Contractor shall collect and remit to the County all funds that are collected for fees, license certificates, citations, penalties, adoptions, etc. In this regard, the Contractor shall issue receipts and keep appropriate records of all funds received and shall provide the Director of Community Services Division or his designee with copies of daily cash reconciliation forms, daily bank deposit information and original license certificates that are issue on a bi-weekly basis. All funds must be deposited into specific Monroe County bank accounts, and all requests for waiver of any fines or fees owed to the County must be submitted in writing on the County-approved affidavit form to the Director of Community Services Division or his designee, said affidavit form is attached hereto and marked **Exhibit "B."** The Contractor shall only charge fees as outlined in Monroe County Resolution No. 599-2006, as same may be amended from time to time; said Resolution is attached hereto and marked **Exhibit "B."** The Contractor shall not charge any other fees for services at the Shelter unless authorized by the County to do so.

D. REPORTS. The Contractor shall provide the Director of Community Services Division or his designee with copies of all bite reports and citations that are issued on a bi-weekly basis. Contractor shall submit on a monthly basis to Director of Community Services Division the following reports:

(1) Adoption Reports, by species & age (mature/immature), with separate accounting showing Pure breed; returns and reasons; adoption denials.
(2) Complaint Reports, showing numbers for bites, nuisances, cruelty, other; also showing manner received (telephone call, letter, visit to office, encounter in course of duties); and the action taken for each.
(3) Euthanasia, by species & age (mature/immature), and showing number which were feral, diseased or injured.
(4) Number of animals taken in, by species & age (mature/immature) and showing numbers brought in, picked up & redeemed.
(5) County Fees collected, designating the fees collected for each of the following: licenses, pick-up, intake, boarding, adoption, disposal & euthanasia.
(6) Average number of days of boarding by species & age (mature/immature).
(7) Total number of animals (by species) at the shelter at beginning of month and the total number of animals (by species) at the shelter at the end of the month.

E. HURRICANE OR OTHER NATURAL DISASTER: In the event of a hurricane or other natural disaster, the Contractor shall make its best efforts to properly house and care for all animals. In this regard, the Contractor shall designate at least three (3) employees who will be able to remain in the County to care during the disaster for the animals which have not been evacuated and after the disaster for animals not evacuated and any animals which are at large. The Contractor will supply those employees' names, addresses and telephone numbers to the County Administrator who may, at his discretion, require the Contractor to have the listed employees remain in the County during and after a Category 1, 2 or 3 Hurricane or natural disaster.

F. PETS IN SHELTERS: Contractor shall provide the services designated for the Animal Control/Shelter Contractor in the Pet Friendly Special Needs Clients Sheltering Plan to provide evacuation of pets of Special Needs Clients and assistance with care of said pets.

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 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 the Agreement.

IV. RENEWAL:

The County shall have the option to renew this agreement after five (5) years, for one (1) additional five-year period. The contract amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available.

V. CONTRACTOR'S LICENSE: The Contractor shall secure, maintain and pay all applicable fees for any permits and licenses necessary to operate the Shelter. By signature hereon, the Contractor warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these contract documents. Proof of such licenses and approvals shall be submitted to the County upon request. The Contractor has, and shall maintain throughout the term of this contract, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

VI. INDEPENDENT CONTRACTOR:

At all times and for all purposes, the Contractor, its agents and employees are strictly considered to be independent contractors in their performance of the work contemplated hereunder. As such, the Contractor, its agents and employees shall not be entitled to any of the benefits, rights or privileges of County employees. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided.

VII. STAFFING:

Since this contract is a service agreement, staffing is of paramount importance. Contractor shall provide services using the following standards, as a minimum requirement:

A. The Contractor shall provide at its own expense all necessary personnel to provide the services under this contract. The personnel shall not be employees of or have any contractual relationship with the County.

B. All personnel engaged in performing services under this contract shall be fully qualified, and, required, to be authorized or permitted under State and local law to perform such services.

VIII. UTILITIES: The Contractor shall be responsible for payment of all utility charges for the Shelter. All utility accounts will be held in the Contractor's name.

IX. VEHICLES:

The County hereby leases to the Contractor two (2) County vehicles currently assigned to the Shelter identified as follows:

1999 Chevrolet Astro Van (Unit 0911/020)
2000 Dodge 1500 Pickup Truck (Unit 0911-021)

**NOTE: 1999 CHEVROLET ASTRO VAN UNIT (0911-020) IS BEING REPLACED WITH A 2007 FORD CARGO VAN ½ TON (ON ORDER/UNIT NUMBER ASSIGNED WHEN RECEIVED FROM COMPANY)**

The Contractor shall be responsible for payment of all fuel, oil, and other supplies necessary to operate said vehicle. In addition, the Contractor shall be responsible for repairs to said vehicle and shall maintain it in accordance with the maintenance schedule attached hereto as **Exhibit "E."** The Contractor shall provide an average of four (4) oil changes annually for said vehicle, and shall schedule vehicle inspections with Monroe County Fleet Management no less than three times annually. The Contractor may choose the option of paying Fleet Management for oil changes and preventative maintenance, at Fleet's current annual rates, or utilize private garages and provide receipts to the Director of Community Services Division or his designee to document and verify that the required maintenance has been performed. Nothing herein shall prevent the County from inspecting the vehicle at any reasonable time.

X. HOLD HARMLESS/INSURANCE REQUIREMENTS:

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners and the County Court of Monroe County 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 Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

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

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INSCKLST 1-5, as further detailed on forms WC1, GL1, GLS, GIR 1, and VL1, 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.

XI. DONATIONS:

The Contractor shall issue receipts and keep appropriate records of all donations received at the Shelter by Contractor. Said donations shall be used by Contractor only for the benefit of shelter animals or animals for which Contractor provides spay/neuter or other services, and shall not be used to defray or reduce

County funding in the future. In the case of donations solicited by third parties on behalf of the Contractor, the donating entity must make its financial records pertaining to the donated funds available to representatives of the Contractor and the County during regular business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding holidays) in order to insure that all monies collected on behalf of the Contractor, minus an amount not to exceed 5% of the total collected for administrative expenses, are in fact donated to the Contractor for the benefit of shelter animals. If a prospective donating entity is unwilling or unable to comply with the foregoing requirement, then the Contractor may not accept any donations from that entity.

XII. FACILITIES AND EQUIPMENT:

The Contractor hereby accepts the Shelter facilities and equipment in "as is" condition and the Contractor shall allow the County to inspect said facilities and equipment at any reasonable time. In addition, all operating supplies and any additional equipment such as catch-all sticks, cages and the like shall be the responsibility of the Contractor.

XIII. INVENTORY:

Prior to commencement of the service contemplated herein, the County shall perform an inventory of all supplies, materials, medicines and equipment at each Shelter and the inventory lists prepared therefrom shall be signed by both parties hereto.

XIV. CONTRACTOR'S ASSUMPTION OF PREMISES AND CONDITIONS:

The Contractor hereby agrees that he has carefully examined the premises provided by the County and the district for which he shall provide services and has made investigations to fully satisfy himself that such site(s) is (are) correct and suitable for this work and he assumes full responsibility therefor. The provisions of the Contract 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 Owner than against the Contractor.

XV. MAINTENANCE:

The Contractor shall maintain and be responsible for the costs of repairs to the Shelter buildings, grounds, and equipment in order to keep same in proper working condition. Prior to commencement of repairs, the County must be notified, in writing, of repairs estimated to cost over $1,000.00. If such repairs are approved by the County, the Contractor shall pay the first $1,000.00 of cost regardless of the total cost of said repairs.

XVI. IMPROVEMENTS OR MODIFICATIONS TO FACILITIES:

No improvements or modifications may be made to the Shelter, appurtenances, or surrounding properties without the prior written approval of the County.

XVII. FUNDRAISING:

The Contractor may use the Shelter for fundraising or for selling merchandise after its items have been reviewed and approved by the Director of Community Services Division or his designee. Requests for

events shall be requested by the Contractor in writing and approved by the County Administrator in writing. Funds raised by the Contractor from fundraising or events at the Shelter shall only be used to benefit the shelter animals or animals for which Contractor provides spay/neuter or other services, and shall not be used to defray or reduce County funding in the future.

XVIII. NON-DISCRIMINATION:

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 Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

XIX. INSPECTION OF BOOKS AND FACILITIES/AUDIT/ACCOUNTING:

The Contractor shall maintain the financial records in accordance with generally accepted accounting principles, and allow the County to inspect its books and records and the shelter facilities at any reasonable time. In addition, the Contractor shall, at its expense, provide the County with an annual audit prepared by an independent Certified Public Accountant. Contractor shall retain all records pertaining to this agreement for a period of three years after term expires.

XX. PUBLIC RECORDS:

The Contractor shall comply with the Public Records laws of the State of Florida, subject to any provisions providing exemption from disclosure.

XXI. MEDICAL RESEARCH:

In no event shall any animals under the care, custody, or control of the Contractor be given, bartered or sold to any medical research company.

XXII. CAT/RACCOON TRAPS:

The County hereby leases its cat/raccoon traps to the Contractor for the Contractor to rent to the public upon payment of a deposit fee. All deposit fees collected by Contractor shall be returned to the renter upon return of the trap or, if the trap is not returned to Contractor, the deposit fee will be retained by the Contractor in order to purchase replacement traps. At the end of this agreement, the Contractor will return the same number of cat/raccoon traps to the County as the County had provided at the beginning of this agreement. Nothing herein shall preclude Contractor from purchasing and renting its own cat and raccoon traps.

XXIII. BREACH OF TERMS BY CONTRACTOR:

The passing, approval, and/or acceptance by the Owner of any defect in the services furnished by the Contractor, shall not operate as a waiver by the County of strict compliance with the terms of this Contract, and specifications covering the services. County may immediately terminate the Agreement due to any violations by Contractor of criminal statutes governing humane and cruel treatment of animals. Any other Contractor breach of this agreement shall be governed by the article above on termination for cause.

The Contractor agrees that the County Administrator may designate representatives to visit the facility(ies) periodically to inspect Contractor's maintenance of the premises, and care provided to animals. The Contractor agrees that the County Administrator may designate representatives to visit the facility(ies) periodically to conduct random open file evaluations during the Contractor's normal business hours.

XXIV. TERMINATION WITHOUT CAUSE:

The County may terminate this agreement without cause by providing the Contractor with written notice of termination at least sixty (60) days prior to the date of termination.

XXV. TERMINATION WITH CAUSE:

The County may terminate this agreement for cause if the Contractor shall default in the performance of any of its obligations under this agreement. Default shall include the occurrence of any one of the following events and same is not corrected to the satisfaction of the County within fifteen (15) days after the County provides the Contractor with written notice of said default:

a. Failure to provide food or water for animals in the custody of Contractor.
b. Failure to procure appropriate veterinary care for any sick or injured animal in the custody of the Contractor.
c. Failure to administer euthanasia in a humane manner.
d. Failure to maintain the Shelter in a clean, safe and sanitary manner.
e. Breach of any other term, condition or requirement of this agreement.

XXVI. ASSIGNMENT:

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and Contractor, 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.

XXVII. COMPLIANCE WITH LAW:

In providing all services/goods pursuant to this agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

XXVII DISCLOSURE AND CONFLICT OF INTEREST:

A. The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes.

B. 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 contracts with Monroe County.

XXVIII. FINANCIAL RESPONSIBILITY:

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

XXIX. 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 Administrator
1100 Simonton Street
Key West, FL 33040

and

County Attorney
PO Box 1026
Key West, FL 33041-1026

and

Deb Barsell, Director
Monroe County Community Services Division
1100 Simonton Street, Rm. 2-256
Key West, FL 33040

FOR CONTRACTOR:

XXX. TAXES:

The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall **not** be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

XXXI. GOVERNING LAWS:

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs.

XXXIII. 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 goods or services to a public entity, may not submit a bid on a contract with a public entity for 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, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (CATEGORY TWO: $25,000.00).

XXXIV. AUTHORIZED SIGNATORY:

The signatory for the Contractor, below, certifies and warrants that:

(a) The Contractor's name in this agreement is its full name as designated in its corporate charter.
(b) He or she is empowered to act and contract for Contractor.
(c) This agreement has been approved by the Contractor's Board of Directors.

Further, Contractor shall, upon execution of this agreement, provide proof of incorporation and a list of its Board of Directors.

XXXV. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the County and the Contractor for the services contemplated herein. Any amendments or revisions to this agreement must be in writing and be executed in the same manner as this agreement.

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: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLOIDA

By: _____
Mayor / Chairman

(SEAL)
Attest:

By: _____
WITNESS
Title: _____

By: _____
WITNESS
Title: _____

CONTRACTOR

By: Thomas F. Garretson

Title: President
Humane Animal Care Coalition, Inc.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 4-3-07

FILED FOR RECORD
2007 MAY -1 AM 9:40
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

## NON-COLLUSION AFFIDAVIT

I, Thomas F. Garrettson of the city of Key Largo according to law on my oath, and under penalty of perjury, depose and say that:

1. I am President of the firm of Humane Animal Care Coalition the bidder making the Proposal for the project described in the Notice for Calling for Bids for: Operation of Upper Key Animal Shelter.

2. I executed the said proposal with full authority to do so.

3. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

4. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor.

5. No attempt has been made or will be made b the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition.

6. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Thomas F. Garrettson — March 11, 2007
(Signature of Bidder) (Date)

STATE OF: FLORIDA
COUNTY OF: MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, THOMAS F GARRETTSON who, ( ) provided FL D L. as proof of identity, or ( ) is personally known to me, and having been first sworn by me, affixed his/her signature in the space provided above on this 12th day of MARCH ~~2005~~. 2007

Christine G Bullock
NOTARY PUBLIC

CHRISTINE G BULLOCK
Notary Public - State of Florida
My Commission Expires Jun 12, 2007
Commission # DD222480
Bonded By National Notary Assn.

My Commission Expires: 6/12/07

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Thomas F. Garrettson warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Thomas F. Garrettson
(Signature)

March 14, 2007
(Date)

STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, THOMAS F. GARRETTSON who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 12th day of MARCH 2007, ~~2005~~.

Christine G Bullock
NOTARY PUBLIC

My commission expires: 6/12/07

OMB – MCP FORM #4

CHRISTINE G BULLOCK
Notary Public - State of Florida
My Commission Expires Jun 12, 2007
Commission # DD222480
Bonded By National Notary Assn.

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Humane Animal Care Coalition, Inc
(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Thomas F. Hamilton, President HACC, Inc — March 11, 2007
Bidder's Signature — Date

## INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

| POLICY | DEDUCTIBLES |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Liability policies are _____ Occurrence _____ Claims Made

_____ _____

**Insurance Agency** **Signature**

## BIDDERS STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

HACC, Inc _____ Thomas F. Gantt, President HACC, Inc.

**Bidder** **Signature**

# PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither Thomas F. Garrettson (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

Thomas F. Garrettson
(Signature)

Date: March 11, 2007

STATE OF: Florida

COUNTY OF: Monroe

Subscribe and sworn to (or affirmed) before me on March 12, 2007

(date) by Thomas F Garrettson (name of affiant). (He/She is

personally known to me or has produced FL D.L.

(type of identification) as identification.

Christine G Bullock
NOTARY PUBLIC

CHRISTINE G BULLOCK
Notary Public - State of Florida
My Commission Expires Jun 12, 2007
Commission # DD222480
Bonded By National Notary Assn.

My Commission Expires: 6/12/07

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: TDC

Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan 305-296-1552

**AGENDA ITEM WORDING:**
Approval to advertise a Request for Applications for FY 2017 Capital Project Funding

**ITEM BACKGROUND:**
Application is attached. TDC approved same at their meeting of December 15, 2015

**PREVIOUS RELEVANT BOCC ACTION:**

**CONTRACT/AGREEMENT CHANGES:**

**STAFF RECOMMENDATIONS:**
**Approval**

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

**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

**COST TO COUNTY:** N/A **SOURCE OF FUNDS:** TDC

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

**APPROVED BY:** County Attorney X OMB/Purchasing N/A Risk Management N/A

**DOCUMENTATION:** Included X Not Required____

**DISPOSITION:**_____ **AGENDA ITEM #**_____

Revised 6/15

## MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

# CAPITAL PROJECT (BRICKS AND MORTAR) FUNDING APPLICATION

REQUEST FOR APPLICATIONS FOR CAPITAL PROJECTS (BRICKS AND MORTAR)

All respondents must use the current application downloaded from the website www.demandstar.com. **Use of any other application will result in your application being rejected. All directions within the application must be followed or it will not be accepted.**

**APPLICATION DEADLINE: MAY 3, 2016**

All applications should be received no later than 5:00 p.m. (close of business day)

**All applications submitted in response to this solicitation should be addressed to:**

**Monroe County Purchasing Department**
**1100 Simonton Street, 2nd Floor, Room 2-213**
**Key West, Florida 33040**
**ATTENTION: CAPITAL PROJECT FUNDING APPLICATION**

**Any applications not submitted in a sealed envelope or box will be rejected:**

**A. (1) USB flash drive with complete copy of application as a .pdf *(all attachments must be merged into one document: Please DO NOT include the instruction pages) and……..***
**B. One (1) signed and marked as ORIGINAL paper copy PLUS…….**
**C. The correct number of paper copies for the district for which you are applying:**

| | | |
|---|---|---|
| **District I requires** | **6** | **paper copies of application** |
| **District II requires** | **6** | **paper copies of application** |
| **District III requires** | **5** | **paper copies of application** |
| **District IV requires** | **5** | **paper copies of application** |
| **District V requires** | **6** | **paper copies of application** |

**All inquiries and correspondence should be made to the Monroe County Tourist Development Council. Contact Maxine Pacini or Ammie Machan at (305) 296-1552. All email correspondence should be addressed to adminasst@fla-keys.com.**

## CAPITAL PROJECT FUNDING PROCESS

This application is intended for applicants whose facility has a primary purpose of promoting tourism.

The Monroe County Tourist Development Council (TDC) administers the four (4) cent bed tax collected for the purpose of promoting the Florida Keys as a tourist destination. Each year, the TDC advertises a Request for Applications (RFA) for capital project funding through the TDC. Projects must be owned and operated by either a **governmental entity** or **non-profit organization**. Individuals and for-profit organizations and companies **are not eligible** to apply for Capital Projects funds. Applicants must be registered to do business in Florida. All applications will be reviewed by the appropriate District Advisory Committees (DAC's), who shall make recommendations on funding the project to the TDC. Upon approval of recommended funding allocation by the TDC, the administrative office will coordinate with the project coordinator to establish an agreement for the project, and will present the proposed agreement to the County for final approval.

**This application will be funded as a fifty percent (50%) reimbursement of funds expended by any individual organization. The applicant must show that all funds (100%) are available for the project at the time of application so that there is no delay in the progress of the project, and that TDC funding is not used as "matching" funds.**

## IMPORTANT INFORMATION

All information furnished or disclosed as part of the application process is considered public record by the laws of the State of Florida.

The applicant shall not lobby, solicit or act to influence the advisory committee members and/or the TDC board members in any way that may have an effect on the outcome of the competition, discussion or negotiations leading to the allocation of funding, or an award of an agreement as reviewed and approved by the County Attorney's office. Such action may lead to withdrawal of the application from consideration.

**Commencement of Project:** No portion of the project for which you are seeking TDC funding may commence prior to the approval of an agreement by the Monroe County Board of County Commissioners. Once your agreement has been approved by the BOCC then the project work described in Exhibit A must commence before the end of the fiscal year in which it is funded. Example: FY 2017 funding would be between October 1, 2016 to September 30, 2017, or between the date the BOCC approved your agreement and September 30, 2017. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office. For projects requesting $10,000 and under please see page 6.

Prior to filling out application, please go to www.sunbiz.org to ensure that your organization is registered to do business in the state of Florida. Only applicants that are duly registered will be accepted. **Print out and attach as Exhibit A.**

Cost of preparation and submission of the application is the responsibility of the applicant.

Applicant shall complete, copy, sign (by an authorized officer) and submit the correct number of copies of the application to the Monroe County Purchasing Department. (Please DO NOT use three (3) ring hard binders, soft binders or spiral binding; no binders are preferred.)

**Completed Application:** The application shall be considered complete upon receipt and should stand alone with no other information being provided after-the-fact other than any additional information that may be requested by the TDC administrative office, or questions from the DAC at the allocation meeting.

All attachments should be noted as such in the top right hand corner of each sheet – please do not use tab inserts.

Applicant shall familiarize itself with referenced online materials noted in this application (sample agreement): http://www.monroecounty-fl.gov/index.aspx?nid=328.

Any part of the project for which the applicant wishes to seek reimbursement from the County, must NOT commence prior to the date of County approval.

Be advised that if your organization is awarded funding you will be required to enter into an agreement which delegates you to maintain accurate and complete documentation of the project. You will be required to obtain a signed amendment to the agreement before making any substantive changes to the project or you may nullify the County's obligation to pay. You will be required to comply with the following reimbursement procedures outlined in the sample agreement which can be found at
http://www.monroecounty-fl.gov/index.aspx?nid=328.

The recipient of TDC capital project funding shall designate a project manager if no licensed architect, engineer or general contractor is involved in the project. If the project is performed by County or City personnel, the project manager shall be the Engineer, Building Official or Construction Manager of that local government.

**Taxes:** The TDC/County is exempt from Federal, Excise and State of Florida Sales Tax.

**Maintenance:** The applicant shall be responsible for all maintenance and operational costs of the premises improved or constructed with the use of funding from the TDC/County. The applicant shall be responsible to the TDC/County for the safekeeping and proper use of the property entrusted to applicant's care, to include any and all insurance for the value of the equipment and any maintenance or service contracts relating to such equipment for its service life. Any disposal of assets procured through funding under this agreement shall comply with chapter 274, F.S. or chapter 617, F.S., dependent upon the type of entity funded under this agreement.

**Permits:** Applicant shall be responsible for securing all federal, state and local development approval and permits necessary to complete the project. Award of funds under this application do not indicate any development approval by the County and applicant shall be required to comply with all County concurrency requirements under land use laws of the County and State. The TDC/County shall not reimburse for the cost of permits.

**Insurance:** Applicant shall provide the TDC/BOCC with current insurance certificates as per the requirements set forth within the funding agreement. The TDC/County shall not reimburse for the cost of insurance relating to the project for which the applicant is receiving funding.

**Performance Guarantee:** A successful applicant shall warrant, by signing this application, that applicant has the financial capability of completing the project as planned without the need to request further funding from TDC/County for same. Applicant shall warrant by signing this application and confirm in writing (in the form of bank statements; signed letter from the bank stating that funds are in the bank for the specified project; documentation provided by a financial institution of a line of credit assigned to the specific project within the application) that applicant has the funds in place at the time of the application for grant funds to be able to complete the project prior to seeking reimbursement of TDC funds. A governmental applicant shall provide a line item budget for the project in question, and proof that the budget has been adopted by the governing board of that entity. The applicant by signing the application certifies that: applicant, its principals, and any previously owned business is/are not and have never been in default to Monroe County under the terms of any contract. (Default means failure to fulfill contractual obligations where County had to take legal action to obtain remedy or where a bonding company had to make good for applicant.)

**In-kind services:** In-kind services (donated/free/volunteered labor; materials; goods; services) up to 25% of the total cost of the project may be considered to meet the 100% funding of the project. Applicant shall provide a schedule of values for each unit of in-kind service and/or goods at the time of the application. Volunteered labor, as a component of in-kind services, will be eligible for reimbursement at a reasonable hourly rate for the type of work/service being performed (e.g. an architect who volunteers to paint will be able to seek reimbursement for the reasonable rate for the painting work performed not the professional rate of an architect). Should funding be allocated, County/TDC reserves the right to deny the application of certain in-kind services and goods and to negotiate a revised schedule of values for permissible items. For example, county will not accept as in-kind, the waiver of governmental fees, or in-kind towards the acquisition of property. The amount of in-kind services you note within your application shall be entered into your final agreement. Applicants will not be able to introduce a request to allow in-kind services after submission of the application.

**Project Quotes and Bidding Process:**
Governmental Entities: An applicant which is a governmental entity shall comply with the procurement regulations and policies to which it is subject. A copy of these policies will need to be submitted as part of your reimbursement request.

Not-for-Profits: Work **under $50,000** requires two written quotes **or** a notarized statement as to why such written quotes were not obtainable for the work to complete the project. Work **$50,000 or more** requires a competitive bid process. These will need to be submitted as part of your reimbursement request.

**Construction and Other Contracts:** Applicant, by signing the application, warrants that, if awarded funds for the project, all contracts, for construction or otherwise, to complete the project shall be met in compliance with all applicable laws and County purchasing policy and to comply particularly with F.S. Chapter 255, Chapter 274 and Chapter 287**.** Applicant further agrees to provide TDC/County and their designated representatives with:

a) access to the project premises for inspection of the progress of the project;
b) documentation including copies of all sub-contracts/Request For Bids verifying compliance with purchase/construction/architectural contract requirements of the County [Notice to owner: list of sub-contractors must be provided to County]; and
c) access to all records concerning the project. These records must be retained by applicant for a minimum of four (4) years after the termination date of agreement.

This requirement may be for a different time period than that required by other government agencies. All records must be kept in accordance with Generally Accepted Accounting Principles.

**Termination for Default/Convenience:** The TDC/County reserves the right to terminate any agreement if, in its opinion, there shall be a failure at any time to properly perform faithfully any portion of the project as funded by TDC/County according to the plan presented with the application, or as modified and accepted in writing by TDC/County. Further, TDC/County reserves the right to terminate payments under this agreement should the anticipated funding become unavailable for any reason. Should termination occur under this provision, TDC/County shall give applicant thirty (30) days notice prior to termination.

**Payments:** Applicant shall submit all documentation required by the County Finance Department in accordance with instructions from said department, prior to payment of any funds awarded. **The TDC Application for Payment forms provided in the TDC reimbursement package shall be used.** Ten percent (10%) of every progress payment shall be withheld by County until certification of completion of project.

**Design/Architectural Costs:** Final design plans and architectural costs will be paid upon completion of the physical bricks and mortar portion of the project outlined within the agreement. Applicant shall submit for reimbursement of final design plans and architectural services within the last segment of their proposed project (Exhibit A). This is to ensure that TDC dollars are used for completed projects that are open to the public. No portion of the final design plans or architectural drawings for which you are seeking TDC funding may commence prior to the approval of an agreement by the Monroe County Board of County Commissioners. Applicant may submit a preliminary plan within their application to provide the District Advisory Committee and TDC with an idea of the proposed plan.

**Acquisition of Property:** Applications for acquisition of property will only be considered if the applicant can confirm availability of funding for one hundred percent (100%) of the purchase price through a bank statement showing that the entity has funding set aside in a line item for the purchase of the property, or that a loan from a financial institution has been fully approved; there are no liens on the property; and a clear title of ownership will be held by the entity requesting funding upon the closing of the purchase of the property. A clear title in the name of the contracting entity will be required to submit for reimbursement of the TDC funds allocated. The property shall be used for a minimum of ten (10) years as a tourist facility. The County will evaluate non-compliance of use as a tourist facility and upon request by the County the

applicant shall pay a prorated reimbursement of funding allocated. The purchase or down payment of the property may not commence prior to approval of a funding agreement between the County and contracted entity. No in-kind services apply to the purchase of property, and payment will be made in one reimbursement check upon completion of the requirements set forth within the funding agreement. A Restrictive Covenant on the property will be required to secure TDC/County funds.

**Acknowledgements:** Applicant shall be required to display an appropriate public acknowledgment of the support of the Monroe County Tourist Development Council in a publicly prominent area of the project.

**Funding Allocations:** DAC recommendation on funding allocations shall be limited to recommending allocations which do not exceed the amount requested by the applicant.

Funding requests may be denied, or reduced to a lesser amount than requested by the applicant.

**Projects Requesting $10,000 and Under:** Projects requesting $10,000 and under may enter into a "Streamlined Process" (this eliminates the requirement for a formal contract to be entered into with the Board of County Commission which allows a faster start time for your project; insurance documentation; and County Engineer Department approval of work completed) whereby the applicant will swear or affirm that the work will be completed in accordance with the Streamline Process. Upon approval by the TDC, the administrative office will provide the applicant with a commencement date; project summary sheet; and reimbursement package. Applicant will be required to comply with reimbursement procedures outlined in the sample Project Summary Sheet, which can be found at http://www.monroecounty-fl.gov/DocumentCenter/Home/View/9761.

**Public Record:** All information furnished or disclosed as part of the application process is considered public record by the laws of the State of Florida.

## DISTRICT ADVISORY COMMITTEE WORKSHOPS FOR APPLICANTS

Workshops will be held in each of the districts at the following venues and times for those applicants that are interested in applying for funding (*Please note that all venues and times are subject to change and can be confirmed by calling the TDC administrative office at (305) 296-1552*):

| | | | |
|---|---|---|---|
| District I: | March 2, 2016 | Harvey Government Center | 3:00 p.m. |
| District II: | March 1, 2016 | Lower Keys Chamber of Commerce | 6:00 p.m. |
| District III: | March 2, 2016 | Hawks Cay | 9:30 a.m. |
| District IV: | March 1, 2016 | Cheeca Lodge | 2:00 p.m. |
| District V: | March 1, 2016 | Murry Nelson Government Center | 10:00 a.m. |

## PERMISSIBLE USES FOR CAPITAL PROJECT FUNDS

This application is intended for applicants whose facility has a primary purpose of promoting tourism.

All capital projects funded by TDC shall be owned and operated by either a **governmental entity** or **non-profit organization and open to the public**. Individuals and for-profit organizations and companies **are not eligible** to apply for Capital Projects funds. Applicant shall provide proof of property ownership, long-term lease or service contracts for consideration of funding, and should show sufficient expertise or financial capability to operate such facilities.

Tourist Development Council capital project funds may be used in Monroe County as follows:

1. To acquire, construct, extend, enlarge, remodel, repair, improve or promote one or more:

Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied;

Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or

Zoological parks, fishing piers or nature centers which are publicly owned and operated or owned and operated by non-profit organizations and open to the public; and

2. To finance beach park facilities or beach improvement, maintenance, re-nourishment, restoration and erosion control.

**Authorized uses of revenue must be in compliance with Florida Statute 125.0104, as may be amended from time to time.**

## APPLICATION FOR CAPITAL PROJECT FUNDING

**This application is to request funding from the following District(s):**

☐ **District I:** Key West - (shall encompass the city limits of Key West)

☐ **District II:** Lower Keys - (city limits of Key West to west end of Seven Mile Bridge)

☐ **District III:** Marathon - (west end of Seven Mile Bridge to Long Key Bridge)

☐ **District IV:** Islamorada - (between Long Key Bridge and Mile Marker 90.939)

☐ **District V:** Key Largo - (from Mile Marker 90.940 to the Dade/Monroe County line and any portions of mainland Monroe County)

**APPLICANT ORGANIZATION:** Organization Name Here
(Registered business name exactly as it appears on www.sunbiz.org). Attach as **Exhibit A**

**FEDERAL EMPLOYER'S IDENTIFICATION NUMBER OF APPLICANT'S ORGANIZATION:**

---

**DESIGNATED PROJECT CONTACT PERSON:**
(Please note that the TDC Administrative Office conducts most of its correspondence, including agreement and reimbursement material by email, so the person listed below should be able to accept responsibility for receipt of this information).

Name & Title: _____

Telephone/mobile no.: _____

E-mail: _____

Address: _____

_____

**TYPE OF APPLICANT:** ☐ Non-Profit ☐ Governmental Entity

**PROJECT TITLE:** Project Title Here

**LOCATION OR ADDRESS OF PROJECT:** *Provide physical (postal service) address, RE# **and** legal description (lot, block, subdivision) and attach map.*

---

---

**WEBSITE FOR FACILITY:** _____

**WHICH OF THE FOLLOWING APPLIES TO YOUR PROJECT?**

☐ Publicly owned and operated ☐ Owned and operated by a non-profit organization

☐ Publicly owned and operated by a non-profit organization

**WHICH OF THE FOLLOWING BEST DESCRIBES YOUR PROJECT?**

☐ Convention Center ☐ Sports Stadium ☐ Sports Arena ☐ Coliseum

☐ Auditorium ☐ Aquarium ☐ Museum ☐ Zoological Park

☐ Nature Center ☐ Fishing Pier ☐ *****Beach or Beach Park Facility

**WHICH OF THE FOLLOWING APPLIES TO YOUR PROJECT?**

☐ Acquire ☐ Construct ☐ Extend ☐ Enlarge ☐ Remodel

☐ Repair ☐ Improve

***IF YOU CHECKED THE BOX FOR BEACH OR BEACH PARK FACILITY, WHICH OF THE FOLLOWING APPLIES?**

☐ Improvement ☐ Renourishment ☐ Restoration ☐ Erosion control

☐ Maintenance ☐ Construct ☐ Repair

If the TDC/County requires a Conservation Easement Deed or mortgage note requiring repayment of TDC monies in the event of transfer of ownership or change in use of the premises, would you be agreeable to executing same?

☐ Yes ☐ No

**Code Enforcement:** Does your organization/property have any outstanding code violations and/or fines/costs or liens? (Please note that pursuant to Section 2-25(e), Monroe County Code, organizations with outstanding code compliance fines are not eligible to receive grants or contracts from the county until such time as the fines are resolved through payment or settlement.) ☐ Yes ☐ No If you have answered yes, please explain below:

Has applicant received previous TDC assistance: ☐ Yes ☐ No

For purposes of this application *no more than twenty-five (25%) percent of total project cost shall be of in-kind services and materials.* No in-kind services shall apply to the acquisition of property. TDC requires confirmation in writing that project funds are in place at the time of this application for grant funds (see Performance Guarantee on page 4) **Enclose proof of funding as Exhibit B**. Payment is a 50% reimbursement of the total cost of each segment of the project, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost **(including in-kind)** of segment in advance of seeking the 50% reimbursement. (The project may be broken down into 2 or 3 segments. When one segment is completed, reimbursement of 50% of that cost can be applied for through the TDC.) For acquisition of property see important information on page 5.

| TDC Funds Requested: | Confirmed/Available Hard-Dollar Funds: | Confirmed In-kind Funds: (Up to a maximum of 25% of project) | Total Project Cost: |
|---|---|---|---|
| $ | $ | $ | $ |

In the space below list all in-kind services and goods and their values. These values are subject to negotiation with TDC/County. Please refer to page 4 of this application.

| |
|---|
| |

In the space below list the specific items/services, and the estimated dollar amount for each of those items/services that your requested TDC funds will be spent on (please do not include contingency fees, permit fees, or warranty fees as part of your budget):

1. Use:

a) Original use of structure and date of construction:

b) Present use:

c) Proposed use:

d) Insert or attach photograph of existing site (**Enclose as Exhibit C**):

e) Historic designation: Indicate whether the property has been listed in the National Register, is located in a National Register district, is a locally designated historic landmark or is located in a locally designated historic district. If located within a historic district, provide the official name of the district. This information is available from the planning agency having jurisdiction over the property.

All Capital projects funded by the TDC shall be owned and operated by a governmental entity or non-profit organization. Applicant shall provide proof of property ownership, long-term lease or service contracts for consideration of funding, and should show sufficient expertise or financial capability to operate such facilities (**Enclose as Exhibit D**).

2. Ownership or other interest in property by applicant:

a) Official records reference for ownership documentation
b) If not owned by applicant, provide long-term lease of property, or service contract and provide notarized consent letter from owner for use of property as outlined in this application

3. If proposed project calls for transfer of title of real property to County, at least two (2) current real estate appraisals and one (1) environmental assessment shall be provided (**Enclose as Exhibit E**). The TDC/County shall ascertain, prior to acceptance of any donation

or prior to purchase, that the property will pose no environmental hazard or liability for same, to County. The TDC/County must also ascertain permissible governmental interest in the transfer of title. Indicate any such proposed title transfers here.

4. This paragraph applies only to an acquisition funding request, but you will still need to complete items 5 through 13, whether this is new construction or renovations, additions or exhibits. **NOTE:** The maximum grant amount from tourist development revenue for an acquisition project shall not exceed 50% of the purchase amount. Indicate the area of the property to be acquired in acres.

In evaluating applications for acquisition funding, an important consideration is the appropriateness of the size of the site to be acquired. Determinations of the appropriateness of site size will be made on a case-by-case basis and will depend on the characteristics for which the property is considered to be significant. Sufficient property should be acquired to assure that the historic relationship of a structure or archaeological site to its surrounding environment is preserved. However, it is important that no more property than is necessary to achieve established preservation objectives be included in the acquisition project application. As this factor is crucial to favorable consideration of your grant application and will have substantial impact on the cost of the required application documentation, we encourage prospective applicants to consult with the staff of the TDC Administrative Office prior to initiating the required documentation.

5. Protection of property: Indicate any type of state or federal protection currently afforded the property. It may be that more than one type may be applicable. Provide citations for applicable local protective ordinances. Include copies of property-specific restrictive legal instruments in an attachment. By signing and submitting this application, the proposer **warrants** that **all** restrictions are disclosed. Failure to include **every** restriction on the property may result in immediate termination of any agreement and demand for return of any monies paid thereunder (**Enclose as Exhibit F**).

6. Is the property threatened by imminent destruction, deterioration or other loss which may include demolition, vacancy, severe deterioration, loss of structural integrity, encroaching development, adverse environmental conditions, vandalism, etc.? Be specific regarding the nature of immediacy of the threat. If so, describe in detail:

7. a) Are there any building restrictions on the site? If so, describe. Attach copies of all recorded easement and restrictive covenants. By signing and submitting this application, the proposer **warrants** that **all** restrictions are disclosed. Failure to include **every** restriction on the property may result in immediate termination of any agreement and demand for return of any monies paid thereunder (**Enclose as Exhibit G**).

b) Is the proposed project compatible with the County's and/or the Municipality's Concurrency Requirements under the existing and proposed Land Use Comprehensive Plan?

☐ Yes ☐ No

Describe below how you have ascertained such compatibility. (Note: If your description does not provide information about existing permits and/or review by the County Planning Department, your application shall be rejected. Please list all permits required to complete this project)

c) Does the site contain endangered or threatened species of flora or fauna?

☐ Yes ☐ No If yes, attach explanation as **Exhibit H**

d) Indicate whether or not the project will be accessible to the handicapped per Chapter 553, Part V, Florida Statutes and the Americans with Disabilities Act, Public Law 1012-336.

☐ Yes ☐ No If no, attach explanation as **Exhibit I**

e) Explain how your facility will utilize recycling within the work of your proposed project:

f) Public accessibility and use: Indicate the extent to which the property is currently or will be scheduled to be open to the public each year (hours per day, days per week and weeks per year) upon project completion. Estimate the number of persons who will use or visit the completed facility annually. For archaeological projects, if the site will not be accessible to the public, estimate the number of persons annually who will be exposed to the interpretive materials and reports resulting from the project. How was this estimate derived?

8. Describe present physical condition of site: (attach legal description per property tax records). Indicate the present condition of the property by checking the appropriate term below:

☐ Excellent: The property is habitable and occupied; no repairs are needed. All physical evidence indicates that the property is under continuous maintenance. Application is for expansion and enhancement.

☐ Good: The property is habitable and occupied; only replacement or cosmetic repairs are needed (e.g., peeling paint, missing ornamental features, windows, doors, some deteriorated mortar, etc.) Property is maintained but in need of minor repair.

☐ Fair: The property is habitable but may be vacant. Both the structural integrity (foundation, framing, etc.) and weather tight integrity of the property (siding, walls, roofing, etc.) are in jeopardy because of prolonged neglect.

☐ Poor: The property is uninhabitable and vacant. Major structural repairs are needed. Weather tight integrity has been lost. The property is derelict, abandoned and not habitable without major rehabilitation work.

Also, list any specific factors or problems which contribute to the present condition of the property.

| |
|---|
| |

9. Status of Project Planning: (Any work initiated prior to the approval of an agreement by the Monroe County Board of County Commissioners will be at applicants own cost):

☐ Not yet initiated ☐ Initiated

☐ Schematics complete ☐ Design development completed

☐ Construction documents completed

10. Name and Address of Project Consultant (architect, engineer, contractor, etc.).

---

Enclose preliminary plans or architectural documents completed to date - 1 set (**Enclose as Exhibit J**).

11. Has an agreement for architectural services or construction services been executed?

☐ Yes (costs will not be reimbursed by TDC) ☐ No

☐ Project does not require architectural services

12. It is the County's policy **not to fund operations and maintenance costs** of organizations. Describe the means by which the structure(s) affected by this project will be maintained

subsequent to restoration/rehabilitation. Include sources and estimated amounts of funding for such maintenance.

13. Estimated completion date _____

14. How will the project enhance tourism in Monroe County?

15. Applicant must demonstrate the ability to complete the project as proposed and to maintain and operate the project as a viable and long-term tourist attraction that is open to the public.

Included in this demonstration should be a proposed operational budget and marketing program to promote this facility as a tourist attraction. (**Attach as Exhibit K**)

## NON-COLLUSION AFFIDAVIT and VERIFICATION
**(Enclose as Exhibit L)**

I, _____, of the city of _____, according to law on my oath, and under penalty of perjury, depose and say that:

1) I am _____, the applicant making the application for the project described as follows:

2) The prices in this application have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other applicant or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this application have not been knowingly disclosed by the applicant and will not knowingly be disclosed by the applicant prior to application opening, directly or indirectly, to any other applicant or to any competitor; and

4) No attempt has been made or will be made by the applicant to induce any other person, partnership or corporation to submit, or not to submit, an application for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding agreements for said project.

### VERIFICATION

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

_____

President's/Mayor's Name Typed President's/Mayor's Signature

Sworn to and subscribed before me this _____ day of _____ 20____

personally appeared _____, _____, and_____

_____known to be the person named in and who executed the foregoing document.

_____

My commission expires: Notary Public State of _____

**DRUG FREE WORKPLACE FORM**
**(Enclose as Exhibit M)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

_____
(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Gives each employee engaged in providing the commodities or contractual services that are under application a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under application, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Applicant's Signature: _____

Date: _____

## HOLD HARMLESS/INDEMNIFICATION
**(Enclose as Exhibit N)**

**Organization Name Here** (herein after "Organization") hereby covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners and Monroe County Tourist Development Council (herein after "BOCC/TDC") and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, bodily injury (including death), personal injury, and property damage, and another other losses, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising out of, or in connection with, **Project Title Here** (herein after "Project") being funded by the BOCC/TDC. The Organization shall immediately give notice to the BOCC/TDC of any suit, claim or action made against the Organization that is related to this Project, and will cooperate with the BOCC/TDC in the investigation arising as a result of any suit, action or claim related to this Project.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the BOCC/TDC in reimbursing/funding any portion of the Project 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 BOCC/TDC be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the BOCC/TDC, when performing their respective functions related to this Project 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.

c.) RESTRICTIONS ON AGREEMENTS FUNDED BY BOCC/TDC. The Organization shall include the following term in all agreements funded by the BOCC/TDC for this Project:

Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the BOCC/TDC and agrees to indemnify and hold harmless the BOCC/TDC and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the BOCC/TDC of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the BOCC/TDC in the investigation arising as a result of any suit, action or claim related to this agreement.

President of Organization/Mayor's Name Typed  President's/Mayor's Signature

Sworn to and subscribed before me this _____ day of _____ 20_____

personally appeared _____, _____, and_____

known to be the person named in and who executed the foregoing document.

_____

My commission expires:  Notary Public State of _____

**Print off this page, complete, and enclose as Exhibit O**

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

**Employer identification number**
☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person** ▶ **Date** ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X Form **W-9** (Rev. 12-2011)

## ATTACHMENTS AND CERTIFICATIONS
## (Enclose as Exhibit P)

1. The following supporting documents are attached.

a) ☐ Print out of Sunbiz.org "Detail by Entity" (**Exhibit A**)

b) ☐ Documentation from bank of confirmed project funds (**Exhibit B**)

c) ☐ If applicable: Insert or attach photograph of existing site (**Exhibit C**)

d) ☐ Proof of ownership; long term lease or service contract (**Exhibit D**)
(Include consent of owner for use of property as described within this application)

e) ☐ If applicable: Enclose at least two (2) current real estate appraisals and one (1) environmental assessment (**Exhibit E**)

f) ☐ If applicable: Enclose citations for local protective ordinances (**Exhibit F**)

g) ☐ If applicable: Enclose copies of all recorded easement and restrictive covenants (**Exhibit G**)

h) ☐ If applicable: Enclose description of endangered/threatened special of flora or fauna (**Exhibit H**)

i) ☐ If applicable: Enclose ADA accessibility explanation (**Exhibit I**)

j) ☐ If applicable: Enclose preliminary plans or architectural documents - 1 set (**Exhibit J**)

k) ☐ Proposed operation budget and marketing plan (**Exhibit K**)

l) ☐ Notarized Non-Collusion affidavit and verification (**Exhibit L**)

m) ☐ Signed Drug Free Workplace Form (**Exhibit M**)

n) ☐ Notarized Hold Harmless/Indemnification form (**Exhibit N**)

o) ☐ Applicant has printed and completed the W-9 form included within the application (page 20) (**Exhibit O**)

p) ☐ Notarized Attachments and Certification form (**Exhibit P**)

**VERIFICATION**

I swear and certify that the information contained in this application is true and correct, and that I am the duly authorized representative of the applicant.

_____

President's/Mayor's Name Typed President's/Mayor's Signature

Sworn to and subscribed before me this _____ day of _____ 20____

personally appeared _____, _____, and _____

known to be the person named in and who executed the foregoing document.

_____

My commission expires: Notary Public State of _____

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: TDC

Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan 305-296-1552

**AGENDA ITEM WORDING:**
Approval to advertise a Request for Applications for FY 2017 Destination and Turnkey Event Funding

**ITEM BACKGROUND:**
Application is attached. TDC approved same at their meeting of February 2, 2016

**PREVIOUS RELEVANT BOCC ACTION:**

**CONTRACT/AGREEMENT CHANGES:**

**STAFF RECOMMENDATIONS:**
**Approval**

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

**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

**COST TO COUNTY:** N/A **SOURCE OF FUNDS:** TDC

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

**APPROVED BY:** County Attorney X OMB/Purchasing N/A Risk Management N/A

**DOCUMENTATION:** Included X Not Required____

**DISPOSITION:**_____ **AGENDA ITEM #**_____

Revised 6/15

# DESTINATION/TURNKEY EVENT FUNDING APPLICATION

## REQUEST FOR APPLICATIONS (RFA) FOR DESTINATION/TURNKEY EVENTS

All respondents must use the current application downloaded from the website www.demandstar.com. **Use of any other application will result in your application being rejected. All directions within the application must be followed or it will not be accepted.**

APPLICATION DEADLINE: June 7, 2016

All applications should be received no later than 5:00 p.m. (close of business day)
JUNE 7, 2016

**All applications submitted in response to this solicitation should be addressed to:**

**Monroe County Purchasing Department**
**1100 Simonton Street, 2nd Floor, Room 2-213**
**Key West, Florida 33040**
**ATTENTION: DESTINATION/TURNKEY EVENT APPLICATION**

**Any applications not submitted in a sealed envelope or box will be rejected:**

**A. One (1) USB flash drive with complete copy of application as a .pdf *(all attachments must be merged into one document: Please DO NOT include the instruction pages)* and……..**
**B. One (1) signed and marked as ORIGINAL paper copy PLUS…….**
**C. The correct number of paper copies for the district for which you are applying:**

| | | |
|---|---|---|
| **District I requires** | **5** | **paper copies of application** |
| **District II requires** | **5** | **paper copies of application** |
| **District III requires** | **4** | **paper copies of application** |
| **District IV requires** | **4** | **paper copies of application** |
| **District V requires** | **5** | **paper copies of application** |

**Applicant should submit pages relating to the specific district(s) for which they are requesting funds from, plus pages 34-41.**

**All inquiries and correspondence should be made to the Monroe County Tourist Development Council. Contact Maxine Pacini or Ammie Machan at (305) 296-1552. All email correspondence should be addressed to adminasst@fla-keys.com.**

## EVENT FUNDING PROCESS

The Monroe County Tourist Development Council (TDC) administers the four (4) cent bed tax collected for the purpose of promoting the Florida Keys as a tourist destination. Each year the TDC invites applicants who are registered to do business in Florida, to apply for funding for events in the Florida Keys. All applications will be reviewed by the appropriate District Advisory Committees (DAC), who shall make recommendations on funding the event to the TDC. Upon approval of recommended funding allocation by the TDC, the administrative office will work with the event sponsor to establish a contract for the event, and will present proposed contract to the Monroe County Board of County Commissioners for final approval.

## DEFINITION OF AN EVENT

The special event funding program is intended for an organized special annual event that generates overnight visitors for multiple Monroe County lodging properties, as well as out-of-area marketing exposure, and is open to the general public. Historically these events have included: festivals, concerts, and sporting events. Qualified special events shall guarantee heads-in-beds (overnight visitors) and/or entertain visitors and brand the destination.

TDC will only consider reimbursement of permissible marketing expenditures that highlight the specific special event reflected within the contract with the TDC/BOCC versus the regular programming of a business, organization or the facility.

## DESTINATION EVENTS

For the purposes of this solicitation, a Destination event is developed and produced to entertain the public and promote tourism in the Florida Keys and Key West by drawing out-of-county visitors, as well as entertain visitors and brand the destination. Funding is for event marketing purposes only (advertising; promotions; public relations), etc.

The event sponsor, for purposes of this RFA and any resulting contract, shall be the production agent primarily responsible for the production of the event and the entity soliciting funding under this process. The event sponsor shall seek the review and approval of the event marketing budget by the professional agencies of record listed below. No more than 10% of the total allocated funds shall be expended on advertising media costs attributable to in-county placement. A list of TDC permissible marketing expenditures can be viewed in Exhibit A of the sample contract on the Monroe County website at: http://www.monroecounty-fl.gov/DocumentCenter/Home/View/5163. No reimbursement will be considered for items that are not covered under Exhibit A.

For our **Advertising Agency of Record:** (Tinsley Advertising), contact Ashely Miller (Ashely@Tinsley.com) or John Underwood (John@Tinsley.com) at (305) 856-6060. For our **Public Relations Agency of Record:** (NewmanPR), contact Carol Shaughnessy (Carol@newmanpr.com) at (305) 797-0579 or Andy Newman (Andy@newmanpr.com) at (305) 461-3300. For our **Internet Agency of Record**: (Floridakeys.com) Contact Clinton Barras (Clinton@floridakeys.com) or Lauren Oropeza (Lauren@floridakeys.com) at (305) 292-1880.

## TURNKEY EVENT

District Advisory Committees (DAC) have assigned their top levels of funding to Turnkey events, recognizing that those events provide the highest level of economic impact to their district and serve to brand the destination. The event shall be one that creates a compelling reason to visit that doesn't otherwise exist without the event. Therefore, consideration for the amount of funding allocated to a Turnkey special event shall be predicated upon a showing of the economic impact resulting in room night stays generated by the event attendees.

A Turnkey event shall be considered an all-inclusive event where the event contractor has financial responsibility for every facet of the production, promotion and management of the event. Payment under a contract for a Turnkey event will be made only after completion of the event and proof that the scope of services as described within the contract has been completed.

The DAC when considering funding of a Turnkey event may also specify within the scope of services of the contract, specific marketing components that the DAC feels important to the success of the event.

If a Turnkey event is delayed or canceled for any reason, no payment shall be forthcoming, even if the event contractor has out-of-pocket expenses leading up to the actual event. The TDC, therefore, strongly recommends that the event contractor purchase insurance that covers the cancellation or delay of an event due to "force majeure" or unforeseen circumstances.

Please note that the DAC may deny funding of an event applying as Turnkey and consider funding the application as a Destination event.

## APPLICANT RESPONSIBILITIES

Applications can only be accepted from a public entity governed by a county or municipality; or a profit or not-for-profit; or a private business in good standing with the Division of Florida Corporations. Prior to completing an event application, please go to www.sunbiz.org to ensure that your organization is registered to do business in the State of Florida. Only entities (applicants) that are duly registered will be accepted.

Contact the TDC Administrative Office (305) 296-1552 to ascertain date, time and venue of the event funding workshop that will be held within the District which you are applying

to. Each DAC has specific marketing goals and it is strongly recommended that all prospective applicants attend the workshop in the District where you plan to apply for funding to ascertain the marketing direction and expectations of that District as it pertains to event applications.

The cost of preparation and submission of the application is the responsibility of the applicant.

Applicants must ensure that their application is submitted to the Monroe County Purchasing Department by date and time noted on page 1 of the application. Applications that are received after the specified deadline as determined within the RFA will not be accepted. This policy mirrors that of the Board of County Commissioners.

Applicant shall complete, copy, sign (by an authorized officer) and submit the correct number of copies of the application to the Monroe County Purchasing Department (see address on page 1). Please do not use any binders or tab inserts. Should an attachment be required for your application, note the Exhibit number on the top right hand corner of each sheet.

Applicant shall familiarize him/herself with referenced online materials noted on the application check list on page 41. The online materials include a sample contract and sample of scoring system used in determining funding eligibility.

Applicant shall be responsible for securing all federal, state and local permits and approval necessary for the event. Award of funds under this application does not indicate any approval by the County and applicant shall be required to comply with all County laws, rules and requirements.

## IMPORTANT INFORMATION

Please consult with the TDC Administrative Office prior to starting the application process if you are uncertain about whether your event would be considered.

The applicant shall not lobby, solicit or act to influence the advisory committee members and/or the TDC board members in any way that may have an effect on the outcome of the competition, discussion or negotiations leading to the allocation of funding, or an award of a contract as reviewed and approved by the County Attorney's office. Such action may lead to withdrawal of the application from consideration.

The application shall be considered complete upon receipt and should stand alone with no other information being provided after-the-fact other than any additional information that may be requested by the TDC administrative office, or questions from the DAC at the allocation meeting.

DAC recommendation on funding allocations shall be limited to recommending allocations which do not exceed the amount requested by the applicant. Funding requests may be denied, reduced to a lower level or accepted at level requested. It is important for the applicant to be aware that scoring the minimum points required to be considered, does not guarantee funding of the event.

All information furnished or disclosed as part of the application process is considered public record by the laws of the State of Florida.

## DISTRICT ADVISORY COMMITTEE WORKSHOPS FOR APPLICANTS

Workshops will be held in each of the districts at the following venues and times for those applicants that are interested in applying for funding. Attendance is strongly recommended. (*Please note that all venues and times are subject to change and can be confirmed by calling the TDC administrative office at (305) 296-1552*):

| | | | |
|---|---|---|---|
| District I: | April 13, 2016 | Doubletree Grand Key Resort | 3:00 p.m. |
| District II: | April 12, 2016 | Lower Keys Chamber of Commerce | 6:00 p.m. |
| District III: | April 13, 2016 | Hawks Cay | 9:30 a.m. |
| District IV: | April 12, 2016 | Islander Resort | 2:00 p.m. |
| District V: | April 12, 2016 | Murry Nelson Government Center | 10:00 a.m. |

## CRITERIA FOR SCORING OF APPLICATION

The District Advisory Committee will be reviewing your event application and scoring it during the evaluation meeting.

Scoring will be considered using a scale, with 1 being the lowest.

Upon evaluation, the total scores will be tabulated and applications not scoring 17 points or above by a majority of the sitting members, will not be considered for funding. Those events that meet the minimum scoring requirements noted above will be ranked starting with the highest average score. In the case of a tie, the highest score in the Timing of Event will be the determining factor. Points are listed at the end of each Exhibit for ease of scoring by reviewers. View sample scoring sheet at http://www.monroecounty-fl.gov/DocumentCenter/Home/View/7072

The minimum points threshold required to be considered, 17, has been set such that events that are considered very good to excellent in their “Purpose, Itinerary & Room Nights”, “Soundness of Marketing Plan & Financial Commitment” and “Action Plan” should meet the minimum for consideration regardless of the “Timing of Event”. Events that are considered somewhat good in those categories will need to thoughtfully utilize “Timing of Event” points in order to meet the minimum points threshold to be considered. In other words, timing events to be held in slower months and/or to produce room night stays during mid-week days will be important for achieving sufficient minimum scoring. Events that are poor in their “Purpose, Itinerary & Room Nights”, “Soundness of Marketing Plan & Financial Commitment” and “Action Plan” will not meet the minimum to be considered.

It is important for the applicant to be aware that scoring the minimum points required to be considered, does not guarantee funding of the event.

# 2017

**January 2017**

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

**February 2017**

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | | | | |

**March 2017**

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

**April 2017**

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

**May 2017**

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

**June 2017**

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

**July 2017**

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

**August 2017**

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

**September 2017**

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

**October 2017**

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

**November 2017**

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

**December 2017**

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

**USA Holidays and Observances**

| | | | | | |
|---|---|---|---|---|---|
| Jan 01 | New Year's Day | Jan 16 | M L King Day | Feb 14 | Valentine's Day |
| Feb 20 | Presidents' Day | Apr 14 | Good Friday | Apr 16 | Easter Sunday |
| May 14 | Mother's Day | May 29 | Memorial Day | Jun 18 | Father's Day |
| Jul 04 | Independence Day | Sep 04 | Labor Day | Oct 09 | Columbus Day |
| Oct 31 | Halloween | Nov 11 | Veterans Day | Nov 23 | Thanksgiving Day |
| Dec 25 | Christmas | | | | |

# APPLICATION FOR EVENT FUNDING

Events taking place between January 1, 2017 through December 31, 2017

TITLE OF EVENT: _____

EVENT WEBSITE ADDRESS: _____

VENUE (Location/City): _____

DATE(S) OF EVENT: _____

**(For dates of event refer to 2017 calendar on previous page)**

APPLICANT ORGANIZATION: _____

(Registered business name exactly as it appears on www.sunbiz.org )

For Profit ☐ Not for Profit ☐

Please note that the TDC Administrative Office conducts most of its correspondence, including contract and reimbursement material by email, so the person listed below should be able to accept responsibility for receipt of this information.

CONTACT PERSON: _____

EMAIL (for correspondence): _____

TELEPHONE NUMBER (Daytime/mobile): _____

ADDRESS: _____

_____

_____

_____

SUMMARIZE APPLICANT HISTORY

| Enter Text |
|---|
| |

CODE ENFORCEMENT: Does your organization/property have any outstanding code violations and/or fines/costs or liens? Yes ☐ No ☐ If you have answered yes, please explain below:

| Enter Text |
|---|
| |

HAS THIS EVENT BEEN PRODUCED IN THE PAST? Yes ☐* No ☐

*IF YES, WHEN?

DID THE SAME APPLICANT PRODUCE IT? Yes ☐ No ☐

List name of President and other individuals authorized to execute contracts and otherwise act on behalf of Applicant:

Name Title

List staff members, including volunteers, responsible for administering and organizing this event, with evidence of their qualifications and capabilities to accommodate the demands of the event.

| Name | Qualifications | Capabilities |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Are you receiving any other grants for this event (from governmental or nonprofit organizations, etc.)? If so, enter information below:

| Source of Funding | Amount Requested | Amount Received | Year |
|---|---|---|---|
| | 0.00 | 0.00 | |
| | | | |
| | | | |
| | | | |

## DISTRICT I APPLICANTS ONLY
## (Encompasses the City Limits of Key West)

**When applying for funding, it is important to understand the number of lodging units available within this District as it is the maximum number of room nights which may be sold per day – review table 1 below.**

**Table 1:**

| **District I: Key West** | **Units (Max. daily room nights)** |
|---|---|
| Hotel/Motel/B&B/Guest House/Inn | 5,783 |
| Vacation Rental | 925 |
| RV Park & Campground | 0 |
| Total | 6,708 |

Source: Florida Department of Business and Professional Regulation, TDC

**When evaluating funding allocations (return on investment), it is important to understand how the revenue was derived. Table 2 demonstrates, given its average lodging rates for the past two years, how many room nights this District had to sell to raise enough two-penny bed tax revenue for each level of event funding. The chart is provided to give a clearer context to the value of the bed tax dollar that funds each level.**

**The District Advisory Committee may use their discretion when evaluating funding allocations. However, it is important to understand how the income is derived.**

**Table 2:**

| **District I: Key West** | |
|---|---|
| Funding Level | Room Nights |
| $10,000 | 1,820 |
| $17,000 | 3,100 |
| $25,000 | 4,550 |
| $35,000 | 6,380 |
| $50,000 | 9,110 |
| $75,000 | 13,660 |
| $100,000 | 18,210 |
| $120,000 | 21,860 |

## EXHIBIT A-1

**Check the box below that best describes the primary purpose of your event:**

☐ **To draw out-of-county visitors to the destination and put "Heads in Beds".**

☐ **To provide something to do for the visitor who is already here and enhance their experience while visiting the destination.**

**DISTRICT I CONTINUED…**

## EXHIBIT A-2
## EVENT ITINERARY

**Specifically outline the activities/events that will take place during your event. If your event encompasses several days, break out each day, including the venue. Only include activities that are directly related to the event for which you are seeking funding, and for which your organization is responsible for producing.**

Example: Day 1: Opening Party/Registration (include venue and time)
Day 2: Food and Wine Tasting (venues and times)
Day 3: Art Festival (include venue/times and possible street closings)

**DISTRICT I EXHIBIT A CONTINUED…**

# EXHIBIT A-3

## NUMBER OF ROOM NIGHTS ANTICIPATED FOR EVENT

Events are scored based on ability to attract out-of-County visitors to the district in which funding is applied. For the event year in which this application refers, provide the room nights your event is anticipated to generate for this district only according to your selection in A-1. In other words, if you indicated your event's primary purpose is to "draw out-of-county visitors", how many room nights do you anticipate you will draw? If you indicated your event is "to enhance the experience for visitors already here", how many room nights would be influenced by visitors who attend your event? Next, indicate how you arrived at that figure.

**Room Nights**

1. Formula to calculate **Room Nights to this district** **Total Room nights will calculate automatically upon pressing the tab key on your key board or answering the next question)*:

| | |
|---|---|
| a. How many out of County visitors to this district? | a. _____ |
| b. How many visitors to a room? (Note: avg. is 3) | b. _____ |
| c. How many nights will the visitors stay? | c. _____ |
| d. Calculate: **Room Nights = (a/b) x c**<br>*Divide line* a *by line b. Then multiple by line* c | *Room Nights: 0 |

**Method used to estimate out-of-county visitors entered above (a):**

***Check all that apply.***

- ☐ Capacity of venue(s)
- ☐ Registrations from last event
- ☐ Police crowd estimate from last event
- ☐ Ticket Sales from last event
- ☐ Crowd photos from last event
- ☐ Survey of attendees from last event **(Attach results of survey)**
- ☐ Other, please specify _____

**Method used to estimate number of nights out-of-County visitors will stay (c):**

***Check one.***

- ☐ Based on length of event
- ☐ Based on survey from last event **(Attach results of survey)**
- ☐ Other, please specify _____

**Applicant shall be scored on the combination of Exhibits A-1 (Primary Purpose of event); A-2 (Event Itinerary), and A-3 (Number of Room Nights).**

**1 2 3 4 5 6 7 8 9 10**

**DISTRICT I CONTINUED…**

## FUNDING REQUEST

☐ **Check this box if your event meets the definition of a New Event**.

**Definition of New Event**: An event that has not taken place in this District previously. A New Event choosing this category will be considered with other New Event applications from a separate resource specifically allocated for New Events. *If your event does not score the minimum required score by a majority of the sitting members, your application will not be considered for funding. It is important for the applicant to be aware that scoring the minimum points required to be considered does not guarantee funding of the event.*

☐ I understand that as a New Event this is a $10,000 grant request.

**OR**

A New Event may choose to apply under the regular event funding process wherein the new event will compete with previously funded events.

---

**Regular Event Funding:** Complete this section if your event is NOT applying as a New Event.

*Check the appropriate category (Destination or Turnkey) and grant level you are applying for. If your event does not score the minimum required score by a majority of the sitting members, your application will not be considered for funding. The DAC may also decline funding your application, or fund at a lower funding level. It is important for the applicant to be aware that scoring the minimum points required to be considered does not guarantee funding of the event.*

☐ **Destination Funding Level Request Only**

☐ Level 1: $10,000 ☐ Level 2: $17,000 ☐ Level 3: $25,000

☐ Level 4: $35,000 ☐ Level 5: $50,000 ☐ Level 6: $75,000

---

☐ **Turnkey Funding Level Request Only**

☐ Level 7: $75,000 ☐ Level 8: $100,000 ☐ Level 9: $120,000

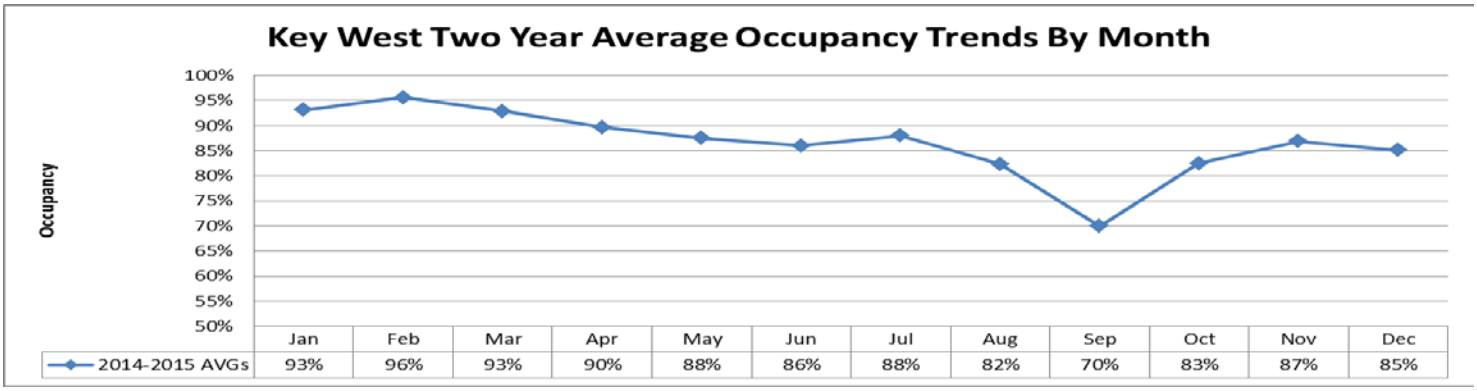
**DISTRICT I CONTINUED…**

# EXHIBIT B
## TIMING OF EVENT

*Events are scored based on when in the calendar year they are held. Shoulder and off season events receive higher scoring. Additional scoring points are also given for mid-week events. The average of the past two fiscal years' occupancy, as reported by Smith Travel Research, is used to create the Timing of Event Scoring. Points are assigned to each occupancy level range. Table 3 below depicts the points associated with each occupancy level range. Next, it shows the times which your District, during the past two fiscal years, reached each occupancy level range.*

**Table 3:**

| District I – Timing of Event Scoring | | | | |
|---|---|---|---|---|
| **Events held when average occupancy is:** | **Receive score of:** | **District I: Dates For Each Occupancy Range** | **Check box next to your event dates:** | **Your Table 3 Score Is:** |
| 70% to 79% | 3 | September, December 1-18 | ☐ | 3 |
| 80% to 89% % | 2 | October, November, May, June, July, August | ☐ | 2 |
| 90% to 100% | 0 | January, February, March, April, December 19-31 | ☐ | 0 |




| | | |
|---|---|---|
| 1 | Enter your score from **Table 3 (if more than one box was checked, add all scores together and divide by the number of boxes checked)** | Enter Score |
| 2 | Mid Week Days are **Sunday – Thursday**<br>• Add four (4) points if your event falls on at least **2 mid-week days**<br>*or*<br>• Add two (2) points if your event falls on <u>only</u> **1 mid-week day** | +4<br>**or**<br>+2 |
| 3 | District I Total Score | Enter Score |

## DISTRICT II APPLICANTS ONLY
## (From City Limits of Key West to the west end of the Seven Mile Bridge)

**When applying for funding, it is important to understand the number of lodging units available within this District as it is the maximum number of room nights which may be sold per day – review table 1 below.**

**Table 1:**

| District II: Big Pine Key & The Lower Keys | Units (Max. daily room nights) |
|---|---|
| Hotel/Motel/B&B/Guest House/Inn | 246 |
| Vacation Rental | 181 |
| RV Park & Campground | 1,327 |
| Total | 1,754 |

Source: Florida Department of Business and Professional Regulation, TDC

**When evaluating funding allocations (return on investment), it is important to understand how the revenue was derived. Table 2 demonstrates, given its average lodging rates for the past two years, how many room nights this District had to sell to raise enough two-penny bed tax revenue for each level of event funding. The chart is provided to give a clearer context to the value of the bed tax dollar that funds each level.**

**The District Advisory Committee may use their discretion when evaluating funding allocations. However, it is important to understand how the income is derived.**

**Table 2:**

| District II: Big Pine Key & The Lower Keys | | |
|---|---|---|
| Funding Level | Hotel/Motel/B& B Room Nights | RV Park/ Campground Room Nights* |
| $5,000 | 1,350 | 2,770 |
| $7,500 | 2,030 | 4,150 |
| $10,000 | 2,700 | 5,540 |
| $15,000 | 4,050 | 8,310 |
| $17,000 | 4,590 | 9,410 |
| $20,000 | 5,410 | 11,070 |
| $30,000 | 8,110 | 16,610 |

*As DAC II does not have participants in the Smith Travel Research program, published rates were used to determine room nights. Room nights is further broken down for this DAC by lodging type as a super majority of DAC II lodging units are RV Park & Campground sites. Little Palm Island is excluded from calculations.

## EXHIBIT A-1

**Check the box below that best describes the primary purpose of your event:**

☐ **To draw out-of-county visitors to the destination and put "Heads in Beds".**

☐ **To provide something to do for the visitor who is already here and enhance their experience while visiting the destination.**

**DISTRICT II EXHIBIT A CONTINUED…**

# EXHIBIT A-2

## EVENT ITINERARY

**Specifically outline the activities/events that will take place during your event. If your event encompasses several days, break out each day, including the venue. Only include activities that are directly related to the event for which you are seeking funding, and for which your organization is responsible for producing.**

Example: Day 1: Opening Party/Registration (include venue and time)
Day 2: Food and Wine Tasting (venues and times)
Day 3: Art Festival (include venue/times and possible street closings)

**DISTRICT II EXHIBIT A CONTINUED…**

# EXHIBIT A-3

## NUMBER OF ROOM NIGHTS ANTICIPATED FOR EVENT

Events are scored based on ability to attract out-of-County visitors to the district in which funding is applied. For the event year in which this application refers, provide the room nights your event is anticipated to generate for this district only according to your selection in A-1. In other words, if you indicated your event's primary purpose is to "draw out-of-county visitors", how many room nights do you anticipate you will draw? If you indicated your event is "to enhance the experience for visitors already here", how many room nights would be influenced by visitors who attend your event? Next, indicate how you arrived at that figure.

**Room Nights**

1. Formula to calculate **room nights to this district** ***(*Total Room Nights will calculate automatically upon pressing the tab key on your key board or answering the next question):***

| | |
|---|---|
| a. How many out of County visitors to this district? | a. _____ |
| b. How many visitors to a room? (Note: avg. is 3) | b. _____ |
| c. How many nights will the visitors stay? | c. _____ |
| d. Calculate: **Room Nights = (a/b) x c**<br>*Divide line* a *by line b. Then multiple by line* c | *Room Nights: 0 |

**Method used to estimate out-of-county visitors entered above (a):**

***Check all that apply.***

- ☐ Capacity of venue(s)
- ☐ Registrations from last event
- ☐ Police crowd estimate from last event
- ☐ Ticket Sales from last event
- ☐ Crowd photos from last event
- ☐ Survey of attendees from last event (**Attach results of survey**)
- ☐ Other, please specify _____

**Method used to estimate number of nights out-of-County visitors will stay (c):**

***Check one.***

- ☐ Based on length of event
- ☐ Based on survey from last event (**Attach results of survey**)
- ☐ Other, please specify _____

**Applicant shall be scored on the combination of Exhibits A-1 (Primary Purpose of event); A-2 (Event Itinerary), and A-3 (Number of Room Nights).**

**1 2 3 4 5 6 7 8 9 10**

**DISTRICT II CONTINUED…**

## FUNDING REQUEST

*Check the appropriate category (Destination or Turnkey) below and grant level you are applying for. If your event does not score the minimum required score by a majority of the sitting members, your application will not be considered for funding. The DAC may also decline funding your application, or fund at a lower funding level. It is important for the applicant to be aware that scoring the minimum points required to be considered does not guarantee funding of the event.*

☐ **Destination Funding Level Request Only**

☐ *Level 1: $5,000* ☐ *Level 2: $7,500* ☐ *Level 3: $10,000*

☐ *Level 4: $15,000*

---

☐ **Turnkey Funding Level Request Only**

☐ *Level 5: $20,000* ☐ *Level 6: $30,000*

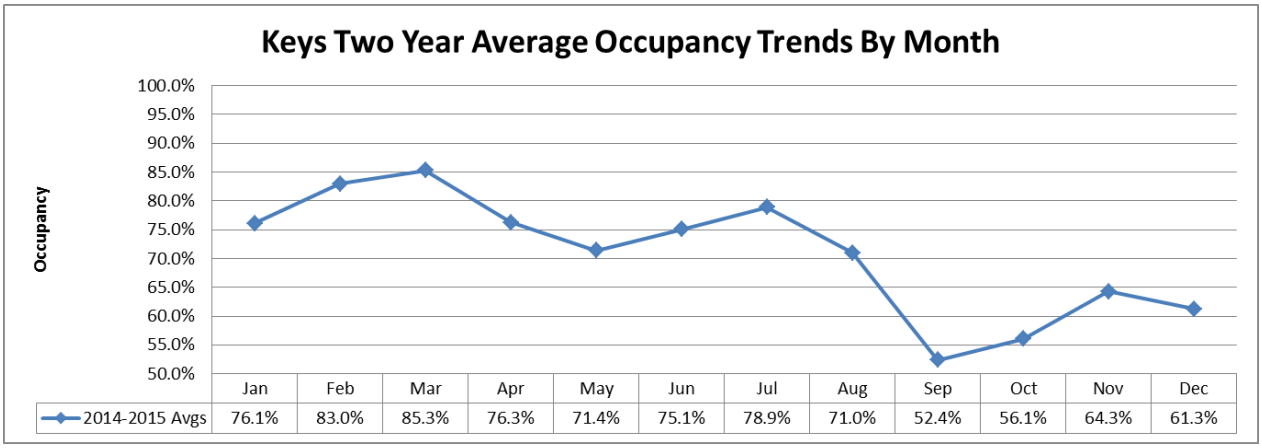
**DISTRICT II CONTINUED…**

# EXHIBIT B
## TIMING OF EVENT

*Events are scored based on when in the calendar year they are held. Shoulder and off season events receive higher scoring. Additional scoring points are also given for mid-week events. The average of the past two fiscal years' occupancy, as reported by Smith Travel Research, is used to create the Timing of Event Scoring. Points are assigned to each occupancy level range. Table 3 below depicts the points associated with each occupancy level range. Next, it shows the times which your District, during the past two fiscal years, reached each occupancy level range.*

**Table 3:**

| District II – Timing of Event Scoring | | | | |
|---|---|---|---|---|
| **Events held when average occupancy is:** | **Receive score of:** | **District II: Dates For Each Occupancy Range** | **Check box next to your event dates:** | **Your Table 3 Score Is:** |
| 0% to 59% | 5 | September, October | ☐ | 5 |
| 60% to 69% | 4 | November, December | ☐ | 4 |
| 70% to 79% | 3 | January, April, May, June, July, August | ☐ | 3 |
| 80% to 100% | 2 | February, March | ☐ | 2 |




| | | |
|---|---|---|
| 1 | Enter your score from **Table 3 (if more than one box was checked, add all scores together and divide by the number of boxes checked)** | Enter Score |
| 2 | Mid Week Days are **Sunday – Thursday**<br>• Add two (2) points if your event falls on at least **2 mid-week days**<br>*or*<br>• Add one (1) point if your event falls on <u>only</u> **1 mid-week day** | +2<br>**or**<br>+1 |
| 3 | District II Total Score | Enter Score |

## DISTRICT III APPLICANTS ONLY
## (From the west end of the Seven Mile Bridge to the Long Key Bridge)

**When applying for funding, it is important to understand the number of lodging units available within this District as it is the maximum number of room nights which may be sold per day – review table 1 below.**

**Table 1:**

| District III: Marathon | Units (Max. daily room nights) |
|---|---|
| Hotel/Motel/B&B/Guest House/Inn | 1,772 |
| Vacation Rental | 1,474 |
| RV Park & Campground | 696 |
| Total | 3,943 |

Source: Florida Department of Business and Professional Regulation, TDC

**When evaluating funding allocations (return on investment), it is important to understand how the revenue was derived. Table 2 demonstrates, given its average lodging rates for the past two years, how many room nights this District had to sell to raise enough two-penny bed tax revenue for each level of event funding. The chart is provided to give a clearer context to the value of the bed tax dollar that funds each level.**

**The District Advisory Committee may use their discretion when evaluating funding allocations. However, it is important to understand how the income is derived.**

**Table 2:**

| District III: Marathon | |
|---|---|
| Funding Level | Room Nights |
| $10,000 | 2,130 |
| $20,000 | 4,270 |
| $30,000 | 6,400 |
| $40,000 | 8,540 |
| $50,000 | 10,670 |

## EXHIBIT A-1

**Check the box below that best describes the primary purpose of your event:**

☐ **To draw out-of-county visitors to the destination and put "Heads in Beds".**

☐ **To provide something to do for the visitor who is already here and enhance their experience while visiting the destination.**

**DISTRICT III EXHIBIT A CONTINUED…**

# EXHIBIT A-2

## EVENT ITINERARY

**Specifically outline the activities/events that will take place during your event. If your event encompasses several days, break out each day, including the venue. Only include activities that are directly related to the event for which you are seeking funding, and for which your organization is responsible for producing.**

Example: Day 1: Opening Party/Registration (include venue and time)
Day 2: Food and Wine Tasting (venues and times)
Day 3: Art Festival (include venue/times and possible street closings)

**DISTRICT III EXHIBIT A CONTINUED…**

# EXHIBIT A-3

## NUMBER OF ROOM NIGHTS ANTICIPATED FOR EVENT

Events are scored based on ability to attract out-of-County visitors to the district in which funding is applied. For the event year in which this application refers, provide the room nights your event is anticipated to generate for **this district only** according to your selection in A-1. In other words, if you indicated your event's primary purpose is to "draw out-of-county visitors", how many room nights do you anticipate you will draw? If you indicated your event is "to enhance the experience for visitors already here", how many room nights would be influenced by visitors who attend your event? Next, indicate how you arrived at that figure.

**Room Nights**

1. Formula to calculate **room nights to this district** ***(*Total Room Nights will calculate automatically upon pressing the tab key on your key board or answering the next question):***

| | |
|---|---|
| a. How many out of County visitors to this district? | a. _____ |
| b. How many visitors to a room? (Note: avg. is 3) | b. _____ |
| c. How many nights will the visitors stay? | c. _____ |
| d. Calculate: **Room Nights = (a/b) x c**<br>*Divide line* a *by line b. Then multiple by line* c | *Room Nights: 0 |

**Method used to estimate out-of-county visitors entered above (a):**

***Check all that apply.***

- ☐ Capacity of venue(s)
- ☐ Registrations from last event
- ☐ Police crowd estimate from last event
- ☐ Ticket Sales from last event
- ☐ Crowd photos from last event
- ☐ Survey of attendees from last event (**Attach results of survey**)
- ☐ Other, please specify _____

**Method used to estimate number of nights out-of-County visitors will stay (c):**

***Check one.***

- ☐ Based on length of event
- ☐ Based on survey from last event (**Attach results of survey**)
- ☐ Other, please specify _____

**Applicant shall be scored on the combination of Exhibits A-1 (Primary Purpose of event); A-2 (Event Itinerary), and A-3 (Number of Room Nights).**

**1 2 3 4 5 6 7 8 9 10**

**DISTRICT III CONTINUED…**

## FUNDING REQUEST

**Please note: District III does not have a Turnkey Funding option**

*Check the grant level you are applying for. If your event does not score the minimum required score by a majority of the sitting members, your application will not be considered for funding. The DAC may also decline funding your application, or fund at a lower funding level. It is important for the applicant to be aware that scoring the minimum points required to be considered does not guarantee funding of the event.*

☐ **Destination Funding Level Request Only**

☐ *Level 1: $10,000* ☐ *Level 2: $20,000* ☐ *Level 3: $30,000*

☐ *Level 4: $40,000* ☐ *Level 5: $50,000*

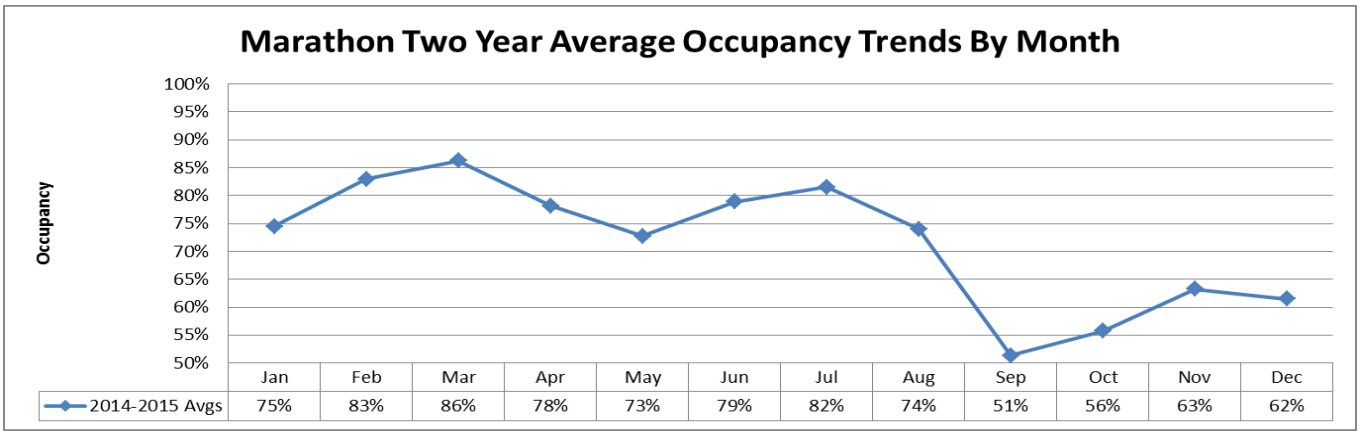
**DISTRICT III CONTINUED…**

# EXHIBIT B
## TIMING OF EVENT

*Events are scored based on when in the calendar year they are held. Shoulder and off season events receive higher scoring. Additional scoring points are also given for mid-week events. The average of the past two fiscal years' occupancy, as reported by Smith Travel Research, is used to create the Timing of Event Scoring. Points are assigned to each occupancy level range. Table 3 below depicts the points associated with each occupancy level range. Next, it shows the times which your District, during the past two fiscal years, reached each occupancy level range.*

**Table 3:**

| District III – Timing of Event Scoring | | | | |
|---|---|---|---|---|
| **Events held when average occupancy is:** | **Receive score of:** | **District III: Dates For Each Occupancy Range** | **Check box next to your event dates:** | **Your Table 3 Score Is:** |
| 0% to 59% | 5 | September, October | ☐ | 5 |
| 60% to 69% | 4 | November, December | ☐ | 4 |
| 70% to 79% | 3 | January, April, May, June, August | ☐ | 3 |
| 80% to 100% | 2 | February, March, July | ☐ | 2 |




| | | |
|---|---|---|
| 1 | Enter your score from **Table 3 (if more than one box was checked, add all scores together and divide by the number of boxes checked)** | Enter Score |
| 2 | Mid Week Days are **Sunday – Thursday**<br>• Add two (2) points if your event falls on at least **2 mid-week days**<br>*or*<br>• Add one (1) point if your event falls on only **1 mid-week day** | +2<br>**or**<br>+1 |
| 3 | District III Total Score | Enter Score |

## DISTRICT IV APPLICANTS ONLY
## (Between the Long Key Bridge and mile marker 90.939)

**When applying for funding, it is important to understand the number of lodging units available within this District as it is the maximum number of room nights which may be sold per day – review table 1 below.**

**Table 1:**

| **District IV: Islamorada** | **Units** (Max. daily room nights) |
|---|---|
| Hotel/Motel/B&B/Guest House/Inn | 1,778 |
| Vacation Rental | 366 |
| RV Park & Campground | 331 |
| Total | 2,475 |

Source: Florida Department of Business and Professional Regulation, TDC

**When evaluating funding allocations (return on investment), it is important to understand how the revenue was derived. Table 2 demonstrates, given its average lodging rates for the past two years, how many room nights this District had to sell to raise enough two-penny bed tax revenue for each level of event funding. The chart is provided to give a clearer context to the value of the bed tax dollar that funds each level.**

**The District Advisory Committee may use their discretion when evaluating funding allocations. However, it is important to understand how the income is derived.**

**Table 2:**

| **District IV: Islamorada** | |
|---|---|
| Funding Level | Room Nights |
| $10,000 | 2,110 |
| $15,000 | 3,160 |
| $20,000 | 4,210 |
| $25,000 | 5,260 |
| $30,000 | 6,320 |
| $35,000 | 7,370 |
| $40,000 | 8,420 |
| $50,000 | 10,530 |

## EXHIBIT A-1

**Check the box below that best describes the primary purpose of your event:**

☐ **To draw out-of-county visitors to the destination and put "Heads in Beds".**

☐ **To provide something to do for the visitor who is already here and enhance their experience while visiting the destination.**

**DISTRICT IV EXHIBIT A CONTINUED…**

# EXHIBIT A-2

## EVENT ITINERARY

**Specifically outline the activities/events that will take place during your event. If your event encompasses several days, break out each day, including the venue. Only include activities that are directly related to the event for which you are seeking funding, and for which your organization is responsible for producing.**

Example: Day 1: Opening Party/Registration (include venue and time)
Day 2: Food and Wine Tasting (venues and times)
Day 3: Art Festival (include venue/times and possible street closings)

**DISTRICT IV EXHIBIT A CONTINUED…**

# EXHIBIT A-3

## NUMBER OF ROOM NIGHTS ANTICIPATED FOR EVENT

Events are scored based on ability to attract out-of-County visitors to the district in which funding is applied. For the event year in which this application refers, provide the room nights your event is anticipated to generate for **this district only** according to your selection in A-1. In other words, if you indicated your event's primary purpose is to "draw out-of-county visitors", how many room nights do you anticipate you will draw? If you indicated your event is "to enhance the experience for visitors already here", how many room nights would be influenced by visitors who attend your event? Next, indicate how you arrived at that figure.

**Room Nights**

1. Formula to calculate **room nights to this district** ***(*Total Room Nights will calculate automatically upon pressing the tab key on your key board or answering the next question):***

| | |
|---|---|
| a. How many out of County visitors to this district? | a. _____ |
| b. How many visitors to a room? (Note: avg. is 3) | b. _____ |
| c. How many nights will the visitors stay? | c. _____ |
| d. Calculate: **Room Nights = (a/b) x c**<br>*Divide line* a *by line b. Then multiple by line* c | *Room Nights: 0 |

**Method used to estimate out-of-county visitors entered above (a):**

***Check all that apply.***

- ☐ Capacity of venue(s)
- ☐ Registrations from last event
- ☐ Police crowd estimate from last event
- ☐ Ticket Sales from last event
- ☐ Crowd photos from last event
- ☐ Survey of attendees from last event (**Attach results of survey**)
- ☐ Other, please specify _____

**Method used to estimate number of nights out-of-County visitors will stay (c):**

***Check one.***

- ☐ Based on length of event
- ☐ Based on survey from last event (**Attach results of survey**)
- ☐ Other, please specify _____

**Applicant shall be scored on the combination of Exhibits A-1 (Primary Purpose of event); A-2 (Event Itinerary), and A-3 (Number of Room Nights).**

**1 2 3 4 5 6 7 8 9 10**

**DISTRICT IV CONTINUED…**

## FUNDING REQUEST

*Check the appropriate category (Destination or Turnkey) below and grant level you are applying for. If your event does not score the minimum required score by a majority of the sitting members, your application will not be considered for funding. The DAC may also decline funding your application, or fund at a lower funding level. It is important for the applicant to be aware that scoring the minimum points required to be considered does not guarantee funding of the event.*

☐ **Destination Funding Level Request Only**

☐ *Level 1: $10,000* ☐ *Level 2: $15,000* ☐ *Level 3: $20,000*

☐ *Level 4: $25,000* ☐ *Level 5: $30,000*

---

☐ **Turnkey Funding Level Request Only**

☐ *Level 6: $40,000* ☐ *Level 7: $50,000*

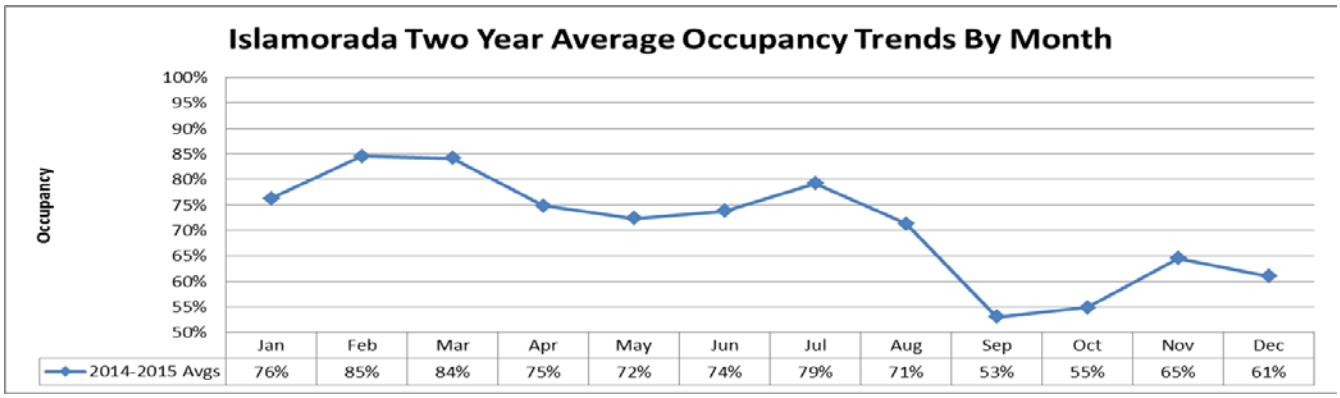
**DISTRICT IV CONTINUED…**

# EXHIBIT B
## TIMING OF EVENT

*Events are scored based on when in the calendar year they are held. Shoulder and off season events receive higher scoring. Additional scoring points are also given for mid-week events. The average of the past two fiscal years' occupancy, as reported by Smith Travel Research, is used to create the Timing of Event Scoring. Points are assigned to each occupancy level range. Table 3 below depicts the points associated with each occupancy level range. Next, it shows the times which your District, during the past two fiscal years, reached each occupancy level range.*

**Table 3:**

| **District IV– Timing of Event Scoring** | | | | |
|---|---|---|---|---|
| **Events held when average occupancy is:** | **Receive score of:** | **District IV: Dates For Each Occupancy Range** | **Check box next to your event dates:** | **Your Table 3 Score Is:** |
| 0% to 59% | 5 | September, October | ☐ | 5 |
| 60% to 69% | 4 | November, December | ☐ | 4 |
| 70% to 79% | 3 | January, April, May, June, July, August | ☐ | 3 |
| 80% to 100% | 2 | February, March | ☐ | 2 |




| | | |
|---|---|---|
| 1 | Enter your score from **Table 3 (if more than one box was checked, add all scores together and divide by the number of boxes checked)** | Enter Score |
| 2 | Mid Week Days are **Sunday – Thursday**<br>• Add two (2) points if your event falls on at least **2 mid-week days**<br>*or*<br>• Add one (1) point if your event falls on only **1 mid-week day** | +2<br>**or**<br>+1 |
| 3 | District IV Total Score | Enter Score |

## DISTRICT V APPLICANTS ONLY

(From mile marker 90.940 to the Dade/Monroe County line & any mainland portions of Monroe County)

**When applying for funding, it is important to understand the number of lodging units available within this District as it is the maximum number of room nights which may be sold per day – review table 1 below.**

**Table 1:**

| **District V: Key Largo** | **Units (Max. daily room nights)** |
|---|---|
| Hotel/Motel/B&B/Guest House/Inn | 1,823 |
| Vacation Rental | 621 |
| RV Park & Campground | 300 |
| Total | 2,744 |

Source: Florida Department of Business and Professional Regulation, TDC

**When evaluating funding allocations (return on investment), it is important to understand how the revenue was derived. Table 2 demonstrates, given its average lodging rates for the past two years, how many room nights this District had to sell to raise enough two-penny bed tax revenue for each level of event funding. The chart is provided to give a clearer context to the value of the bed tax dollar that funds each level.**

**The District Advisory Committee may use their discretion when evaluating funding allocations. However, it is important to understand how the income is derived.**

**Table 2:**

| **District V: Key Largo** | |
|---|---|
| Funding Level | Room Nights |
| $10,000 | 2,530 |
| $15,000 | 3,800 |
| $20,000 | 5,060 |
| $25,000 | 6,330 |
| $30,000 | 7,590 |
| $35,000 | 8,860 |
| $40,000 | 10,130 |
| $50,000 | 12,660 |

## EXHIBIT A-1

**Check the box below that best describes the primary purpose of your event:**

☐ **To draw out-of-county visitors to the destination and put "Heads in Beds".**

☐ **To provide something to do for the visitor who is already here and enhance their experience while visiting the destination.**

**DISTRICT V EXHIBIT A CONTINUED…**

# EXHIBIT A-2

## EVENT ITINERARY

**Specifically outline the activities/events that will take place during your event. If your event encompasses several days, break out each day, including the venue. Only include activities that are directly related to the event for which you are seeking funding, and for which your organization is responsible for producing.**

Example: Day 1: Opening Party/Registration (include venue and time)
Day 2: Food and Wine Tasting (venues and times)
Day 3: Art Festival (include venue/times and possible street closings)

**DISTRICT V EXHIBIT A CONTINUED…**

# EXHIBIT A-3

## NUMBER OF ROOM NIGHTS ANTICIPATED FOR EVENT

Events are scored based on ability to attract out-of-County visitors to the district in which funding is applied. For the event year in which this application refers, provide the room nights your event is anticipated to generate for **this district only** according to your selection in A-1. In other words, if you indicated your event's primary purpose is to "draw out-of-county visitors", how many room nights do you anticipate you will draw? If you indicated your event is "to enhance the experience for visitors already here", how many room nights would be influenced by visitors who attend your event? Next, indicate how you arrived at that figure.

**Room Nights**

1. Formula to calculate **room nights to this district** ***(*Total Room Nights will calculate automatically upon pressing the tab key on your key board or answering the next question):***

| | |
|---|---|
| a. How many out of County visitors to this district? | a. _____ |
| b. How many visitors to a room? (Note: avg. is 3) | b. _____ |
| c. How many nights will the visitors stay? | c. _____ |
| d. Calculate: **Room Nights = (a/b) x c**<br>*Divide line* a *by line b. Then multiple by line* c | *Room Nights: 0 |

**Method used to estimate out-of-county visitors entered above (a):**

***Check all that apply.***

- ☐ Capacity of venue(s)
- ☐ Registrations from last event
- ☐ Police crowd estimate from last event
- ☐ Ticket Sales from last event
- ☐ Crowd photos from last event
- ☐ Survey of attendees from last event (**Attach results of survey**)
- ☐ Other, please specify _____

**Method used to estimate number of nights out-of-County visitors will stay (c):**

***Check one.***

- ☐ Based on length of event
- ☐ Based on survey from last event (**Attach results of survey**)
- ☐ Other, please specify _____

**Applicant shall be scored on the combination of Exhibits A-1 (Primary Purpose of event); A-2 (Event Itinerary), and A-3 (Number of Room Nights).**

**1 2 3 4 5 6 7 8 9 10**

**DISTRICT V CONTINUED…**

## FUNDING REQUEST

*Check the appropriate category (Destination or Turnkey) below and grant level you are applying for. If your event does not score the minimum required score by a majority of the sitting members, your application will not be considered for funding. The DAC may also decline funding your application, or fund at a lower funding level. It is important for the applicant to be aware that scoring the minimum points required to be considered does not guarantee funding of the event.*

☐ **Destination Funding Level Request Only**

☐ *Level 1: $10,000* ☐ *Level 2: $15,000* ☐ *Level 3: $20,000*

☐ *Level 4: $25,000* ☐ Level 5: $30,000 ☐ *Level 6: $35,000*

☐ Level 7: $40,000

---

☐ **Turnkey Funding Level Request Only**

☐ *Level 8: $40,000* ☐ *Level 9: $50,000*

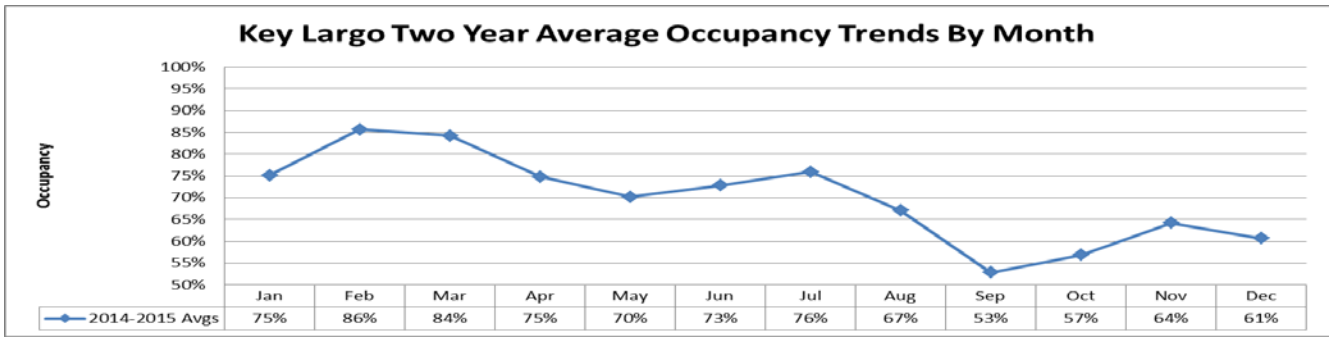
**DISTRICT V CONTINUED…**

# EXHIBIT B
## TIMING OF EVENT

*Events are scored based on when in the calendar year they are held. Shoulder and off season events receive higher scoring. Additional scoring points are also given for mid-week events. The average of the past two fiscal years' occupancy, as reported by Smith Travel Research, is used to create the Timing of Event Scoring. Points are assigned to each occupancy level range. Table 3 below depicts the points associated with each occupancy level range. Next, it shows the times which your District, during the past two fiscal years, reached each occupancy level range.*

**Table 3:**

| District V– Timing of Event Scoring | | | | |
|---|---|---|---|---|
| **Events held when average occupancy is:** | **Receive score of:** | **District V: Dates For Each Occupancy Range** | **Check box next to your event dates:** | **Your Table 3 Score Is:** |
| 0% to 59% | 5 | September, October | ☐ | 5 |
| 60% to 69% | 4 | November, December, August | ☐ | 4 |
| 70% to 79% | 3 | January, April, May, June, July | ☐ | 3 |
| 80% to 100% | 2 | February, March | ☐ | 2 |




| | | |
|---|---|---|
| 1 | Enter your score from **Table 3 (if more than one box was checked, add all scores together and divide by the number of boxes checked)** | Enter Score |
| 2 | Mid Week Days are **Sunday – Thursday**<br>• Add two (2) points if your event falls on at least **2 mid-week days**<br>*or*<br>• Add one (1) point if your event falls on only **1 mid-week day** | +2<br>**or**<br>+1 |
| 3 | District V Total Score | Enter Score |

# EXHIBIT C

## SOUNDNESS OF MARKETING PLAN AND FINANCIAL COMMITMENT OF APPLICANT TO THE MARKETING OF THIS EVENT

If you receive the money you are requesting from the TDC, describe in detail, how your organization plans to market your event to appeal to your target market. Please be specific about your media placement/cost. If you require more space than provided, please attach as **Exhibit C**.

**Highest points will be awarded for soundness of plan and the strength of your organization's funding contribution.**

Continue on next page if needed.

**EXHIBIT C CONTINUED…**

## SOUNDNESS OF MARKETING PLAN AND FINANCIAL COMMITMENT OF APPLICANT TO THE MARKETING OF THIS EVENT

What is the total amount of your Marketing Plan? $ _____

How much is the applicant contributing to the marketing of this event in "Hard Dollars"? $ _____

**1 2 3 4 5 6 7 8 9 10**

If you are a re-occurring event, attach as **Exhibit C-1** your operating budget detailing the income/expense for your last event including community hard dollar support contributions.

**OR**

If you are a new event, attach as **Exhibit C-2** your projected operating budget detailing your projected income/expense for the proposed new event including community hard dollar support contributions.

# EXHIBIT D
## ACTION PLAN

Submit a detailed action plan including appropriate permit(s) for the event if applicable, and how parking/security and road closures will be handled during your event. The plan should include the following information:

1. Describe how your event plan will handle road closures. If applicable, enclose a copy of the approval by the appropriate county/municipal entity.

2. Describe how your event plan will accommodate parking and transportation.

3. Describe how your event plan will handle security.

4. Event Sustainability.

   Our visitors come to enjoy events, but in the process, a tremendous amount of waste is generated, much of it recyclable. The single most effective tool in reducing waste at special events is planning ahead. On the next page (page 37), complete a narrative on how you plan to reduce waste during your event by doing the following:

   a. Encourage recycling message within programs and brochures to recycle during the event and also at home.
   b. Encourage "Green" advertising (broadcast and digital).
   c. Encourage vendors to use biodegradable and compostable products (utensils; plates and cups; paper or canvas bags).
   d. Encourage the use of clearly identified recycling containers.
   e. Discourage use of single use plastic bags and other products.

**Useful contact numbers**:

Monroe County: (305) 289-6037
City of Marathon: (305) 289-6037
City of Key West: (305) 809-3902
Islamorada Village of Islands: (305) 853-3433

**EXHIBIT D CONTINUED…**

## ACTION PLAN

**1 2 3 4**

## NON-COLLUSION AFFIDAVIT
## and
## VERIFICATION

I, _____, of the City of _____according to law on my oath, and under penalty of perjury, depose and say that:

1) I am _____, the applicant making the application for the event.

2) The prices in this application have been arrived at independently without collusion, consultation, communication or contract for the purpose of restricting competition, as to any matter relating to such prices with any other applicant or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this application have not been knowingly disclosed by the applicant and will not knowingly be disclosed by the applicant prior to application opening, directly or indirectly, to any other applicant or to any competitor;

4) No attempt has been made or will be made by the applicant to induce any other person, partnership or corporation to submit, or not to submit, a application for the purpose of restricting competition; and

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

**Print off this page, notarize below, and include as part of application**

### VERIFICATION

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

_____ _____

President's Name Typed President's Signature

Sworn to and subscribed before me this _____ day of _____, 20___ personally appeared _____, _____, and_____ _____known to be the persons named in and who executed the foregoing document.

_____

My commission expires: Notary Public

State of _____

# DRUG FREE WORKPLACE FORM

The undersigned applicant in accordance with Section 287.087 Florida Statutes hereby certifies that:

Enter Business Name _____

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Gives each employee engaged in providing the commodities or contractual services that are under application a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**Print off this page, sign below, and include as part of application**

_____

Applicant's Signature

_____

Date

Print off this page, complete, and include as part of application

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

**or**

**Employer identification number**
☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** | **Signature of U.S. person ▶** | **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

## APPLICATION CHECK LIST (submit with application)

I have completed the following items:

- ☐ Each section of the application has been completed.
- ☐ Applicant has reviewed the sample Contracts below:
  - Destination Event: http://www.monroecounty-fl.gov/DocumentCenter/Home/View/7673 and
  - Turnkey Event: http://www.monroecounty-fl.gov/DocumentCenter/Home/View/7674
- ☐ Applicant has reviewed the scoring sheet at http://www.monroecounty-fl.gov/DocumentCenter/Home/View/7072, that is utilized by the District Advisory Committees and understands that the application must score **17** points or above by a majority of the sitting members in order to qualify for funding.
- ☐ Applicant has attached a copy of survey results (Applicable only if the applicant has checked the survey option in Exhibit A-3)
- ☐ Applicant has submitted the event's budget and income/expense report for the last event. Re-occurring events should submit **Exhibit C.1.** and new events should submit **Exhibit C.2.** (page 35).
- ☐ Applicant has completed and signed the Non-Collusion Affidavit and Verification form included within the application (page 38).
- ☐ Applicant has reviewed and signed the Drug Free Workplace form included within the application (page 39).
- ☐ Applicant has printed and completed the W-9 form included within the application (page 40).

**Print off this page, sign below, and include as part of application**

Signed By: _____

Type Name: Type Name Here

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: TDC

Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan 305-296-1552

**AGENDA ITEM WORDING:**
Approval to advertise a Request for Proposals for Professional Advertising Agency Services for Monroe County Tourist Development Council

**ITEM BACKGROUND:**
Our current agreement with Tinsley Advertising expires on September 30, 2016. The deadline for receipt of proposals would be April 12, 216. The TDC would bring the final agreement back to the BOCC for approval at the September 21, 2016 meeting.

Attached is a copy of the Request for Proposal.

TDC approved same at their meeting of February 2, 2016

**PREVIOUS RELEVANT BOCC ACTION:**

**CONTRACT/AGREEMENT CHANGES:**

**STAFF RECOMMENDATIONS:**
**Approval**

**TOTAL COST:** N/A **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 N/A Risk Management N/A

**DOCUMENTATION:** Included X Not Required____

**DISPOSITION:**_____ **AGENDA ITEM #**_____

Revised 6/15

# NOTICE OF REQUEST FOR COMPETITIVE SOLICITATION

**NOTICE IS HEREBY GIVEN TO PROSPECTIVE RESPONDENTS** that **no later than 3:00 P.M. on April 12, 2016** the Monroe County Purchasing Office will receive sealed responses for the following:

**Professional Advertising Agency Services for Monroe County Tourist Development Council**

Requirements for submission: the application and the selection criteria **must** be downloaded from DemandStar by Onvia at **www.demandstar.com** or call toll-free at 1-800-711-1712.

Dated at Key West this ___ day of _____ 2016. Monroe County Purchasing Department

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
# REQUEST FOR COMPETITIVE SOLICITATION

## PROFESSIONAL ADVERTISING SERVICES FOR MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

**MONROE COUNTY TDC**

Ms. Rita Irwin, Chairperson
Mayor Heather Carruthers
Mr. Peter Batty
Mr. James Bernardin
Mayor Craig Cates
Mr. George Fernandez
Ms. Julie Fondriest
Ms. Veronica Harris
Ms. Gayle Tippett

Director
Harold Wheeler

**All responses submitted to this solicitation should be addressed to and received no later than 3:00 P.M., April 12, 2016 at:**

**Monroe County Purchasing Office**
**1100 Simonton Street, Room 1-213**
**Key West, FL 33040**

**Attention: REQUEST FOR COMPETITIVE SOLICITATION: Professional Advertising Agency Services for Monroe County Tourist Development Council**

# TABLE OF CONTENTS


Page

**SECTION ONE**
Instruction to Respondents 4

**SECTION TWO**
General Terms and Conditions 13

**SECTION THREE**
Terms and Conditions Specific to:
Professional Advertising Agency Services 15

**SECTION FOUR**
Draft Agreement 16

**SECTION FIVE**
Insurance Requirements and
Response Forms Required By Monroe County, Florida 30

**SECTION SIX**
Request for Competitive Solicitation Checklist 37

# SECTION ONE
## INSTRUCTION TO RESPONDENTS

Requirements for submission, the Competitive Solicitation Documents, and the selection criteria must be downloaded from DemandStar by Onvia at www.demandstar.com or call toll-free at 1-800-711-1712.

All respondents must use the current Competitive Solicitation Documents downloaded from the website www.demandstar.com. Use of any other document will result in your submission being rejected.

### 1.01 DESCRIPTION

The Respondent awarded an Agreement shall provide Advertising services for the Monroe County Tourist Development Council (TDC). The Agreement will provide for the Advertising Agency to act as a Consultant to the TDC that shall provide services as outlined within Specifications in **Section Three** of this Competitive Solicitation.

### 1.02 COPIES OF DOCUMENTS

A. Only complete sets of Competitive Solicitation Documents will be issued and shall be used in preparing responses. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

B. Complete sets of Documents may be obtained in the manner and at the location stated in the Notice of Request for Competitive Solicitations.

### 1.03 RESPONSE REQUIREMENTS

**One (1) signed original, PLUS (1) flash drive with complete copy of Response/Statement of Qualification as a .pdf, and three (3) complete paper copies of the Response/Statement of Qualification must be received.**

### 1.04 DISQUALIFICATION OF RESPONDENT

A. NON-COLLUSION AFFIDAVIT: Any person submitting a Response/Statement of Qualification in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the Proposal of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future Responses for the same work.

B. 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 Proposal on an agreement to provide any goods or services to a public entity, may not submit a Proposal on an agreement with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or perform work as a contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

C. DRUG-FREE WORKPLACE FORM: Any person submitting a Proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with the Proposal. Failure to complete this form in every detail and submit it with your Proposal may result in immediate disqualification of your Proposal.

D. RESPONSES RECEIVED AFTER DEADLINE: Any Response submitted after the Request for Competitive Solicitation deadline of **3:00 p.m. on April 12, 2016** will automatically be disqualified.

E. LOCAL PREFERENCE FORM: Respondent claiming a local preference must complete the enclosed Local Preference Form.

## 1.05 EXAMINATION OF REQUEST FOR COMPETITIVE SOLICITATION DOCUMENTS

A. Each Respondent shall carefully examine the Request for Competitive Solicitation and other Agreement documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Agreement. Ignorance on the part of the Respondent will in no way relieve him of the obligations and responsibilities assumed under the Agreement.

B. Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the County.

## 1.06 INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Respondent as to the meaning of the Agreement documents. Any inquiry or request for interpretation received in writing seven (7) or more days prior to the date fixed for opening of responses will be given consideration. Written inquiries should be emailed to Maxine Pacini at Officemgr@fla-keys.com. All such answers will be made in writing in the form of an addendum and, if issued, shall be posted to DemandStar and a notification will be furnished by DemandStar to all know prospective Respondents listed as planholder prior to the Established Response opening date. It shall be the Respondents sole responsibility thereafter to download the addendum. Each Respondent shall acknowledge receipt of such addenda in the space provided in the response form attached . In case any Respondent fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the Contract documents and each Respondent will be bound by such addenda, whether or not received by him. It is the responsibility of each Respondent to verify that he has received all addenda issued before responses are opened.

Written portions of all Responses become the property of the Monroe County TDC upon receipt and will not be returned to Respondent. The Monroe County TDC shall have the right to use all ideas or adaptations of the ideas contained in any Response/Statement of Qualifications received in response to this Request for Competitive Solicitation. Selection or rejection of the Response will not affect this right.

All Responses received will be reviewed by the Monroe County TDC Selection Committee. The Selection Committee will recommend that no more than three (3) of the agencies submitting a Response be invited to make an oral/visual presentation. The presentation will be made to the Monroe County TDC during an open meeting on **June 14, 2016 in Key West, FL.** Finalists will be informed of the

exact time and venue of presentation. **No contact regarding this Request for Competitive Solicitation will be allowed between the applicant and individual members of the TDC Board. The applicant shall not lobby, solicit or act to influence the TDC Board in any way that may have an effect on the outcome of the competition, discussion or negotiations leading to the award of an Agreement.**

## 1.07 GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

## 1.08 PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is an individual, the words "doing business as _____", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the Agency name and the words "Member of the Agency" should be written beneath such signature. If the Respondent is a corporation, the title of the officer signing the Response/Statement of Qualifications on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the Response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

### 1.08.1 SUBMISSION OF RESPONSES

A. **Respondents must submit one (1) signed original, PLUS (1) flash drive containing a complete copy of response/statement of qualifications as a .pdf, plus three (3) complete paper copies of the Response.** No waivers shall be allowed for responses which have not been submitted to the County Purchasing Department by **3:00 p.m.** on the deadline date.

B. The response shall be submitted in one (1) sealed envelope/box, which shall be marked so as to clearly indicate its contents and the name of the Respondent. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Request for Competitive Solicitation, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Request for Competitive Solicitations.

C. Each Respondent shall submit with their Response the required evidence of their qualifications and experience.

D. Finalists will be notified in writing after the Selection Committee reviews and selects no more than three (3) applicants to make presentations to the TDC on **June 14, 2016** in Key West, Florida. Thereafter, the recommendation of the TDC will be submitted to the Board of County Commissioners. **No contact regarding this Request for Competitive Solicitation will be allowed between the applicant and the TDC Board.**

## 1.09 DETERMINATION OF SUCCESSFUL RESPONDENT

Selection of the highest ranked respondent shall be made to the responsible Respondent whose Response is determined to be the most advantageous to the TDC and County, taking into consideration the evaluation criteria set forth below:

| | |
|---|---|
| Experience, Technical Skills and Qualifications | 35 points |
| Written Presentation | 35 points |
| Financial Ability to Provide Services | 10 points |
| Crisis Management Preparedness Plan | 10 points |
| Service Capability to Monroe County | 10 points |
| *If Agency meets criteria of local business (local preference) | 5 points |

**Total points earned are on a scale of 1 – 105 points (1 = lowest 105 = highest)**

*To be entitled to the local preference, the Respondent must submit with their response a copy of a valid receipt for business tax, issued by the Monroe County Tax Collector within the past year. In addition, the Respondent must certify that the Respondent maintains a physical business address located within Monroe County, from which the Respondent does business on a day-to-day basis. The physical business address must be registered with the Florida Department of State as the principal place of business for at least one year prior to the notice of the request for competitive solicitation. Post office boxes are not acceptable. (See Sec. 2-349, Monroe County Code).

The TDC and County reserve the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the TDC and County. Responses that are incomplete, unbalanced, conditional, obscure or that contain additions not requested or irregularities of any kind, or that do not comply in every respect with the Instruction to Respondent and the Agreement documents, may be rejected at the option of the TDC and County.

## 1.10 CONTENT OF SUBMISSION

The response submitted in response to this Request for Competitive Solicitation shall be typed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Responses shall be organized and sections noted at top of page. Since oral presentations or demonstrations may not be solicited, the Respondent should not withhold any information from the written response. Each Respondent must submit adequate documentation to certify the Respondent's compliance with the County's requirements. Respondent should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Respondent's overall evaluation.

**We advise that prior to completing the response, the Respondent should review the Terms and Conditions Specific to the Advertising Agency Competitive Solicitation outlined in Section Three to ensure the capability to handle the Scope of Services required by the Monroe County TDC.**

**The Response/Statement of Qualifications should be set up as follows:**

### A. COVER PAGE

A cover page that states **"REQUEST FOR COMPETITIVE SOLICITATION- Professional Advertising Agency Services for Monroe County Tourist Development Council."** The cover page

should contain name, address, telephone number of Respondent, and the name of the Respondent's contact individual or corporate officer authorized to execute agreements.

## B. SECTIONS

### Section 1. Narrative Self-Analysis

The Respondent should provide a brief description of the Respondent's agency, date of establishment, ownership, organizational structure and mission statement. Information regarding ownership must include a list of shareholders holding 5% or more of stock, or, if the entity is a partnership, a list of general partners; if the entity is a limited liability company, provide a list of members. List all officers and directors of the entity; number of years the business has been operating as an advertising agency, including number of years under current name.

The Respondent should provide a summary of any industry awards or recognition given to the agency preferably for tourism promotion.

### Section 2. References

Each Respondent shall provide references (minimum of three) for which the Respondent has provided the same or similar services. Each reference shall include, at a minimum:

- Name and full address (including website address) of reference organization
- Name of contact person for Agreement
- Telephone number(s) and e-mail addresses
- Date of initiation of Agreement with reference
- Brief summary comparing the referenced services to these proposed services for advertising agency services

### Section 3. Client Information

Respondent shall provide the following information:

- Brief description of the agency's statewide, national and international accounts.
- List the largest private sector current accounts. Briefly describe the types of services rendered for each account.
- List and briefly describe website accounts relative to the travel and tourism industry.
- For any current governmental accounts, list and describe the services rendered.
- Provide a statement to show the agency's willingness, if awarded a Contract and if there should be a conflict between Monroe County and an existing account, to consider terminating the existing account.

**Section 4. Financial Statements, Accounting and Bookkeeping Procedures**

Respondent shall submit a financial statement and company account for all revenues and expenses related to the provision of services under this Agreement pursuant to generally accepted accounting principles. Respondent shall provide the following:

a) A set of financial statements (Cash Flow, Income and Expenditure, Balance Sheet) for the prior three years, preferably with an audit opinion, for each of the two most recent fiscal years.
b) A statement as to whether accounting for billing purposes is performed in-house or by a contracted accountant.
c) A statement regarding the Respondent's ability to respond to government purchase orders; and
d) A statement outlining the procedures that will be used to issue invoices in the billing of services for the TDC.
e) Credit references (minimum of three)

**Section 5. Staff Information**

a) Respondent shall include a list of the proposed staff positions, and describe each of their qualifications and experience that will be dedicated to the account if awarded this Contract. The listing shall include any staff whose function will be to review, evaluate and make recommendations regarding the services such as: media director or planner, media buyers, creative, production/traffic accounting and account supervision personnel, and whether the staff is located in-house or sourced out.

b) List the total number of staff with qualifications and experience.,

**Section 6. Service Capability to Monroe County**

a) Describe agency administrative facilities;
b) Provide agency website address for review;
c) Provide information of location of the closest office available to Monroe County TDC administrative office for sales and technical support. If outside the State of Florida, state if the agency would be willing to locate a sufficiently staffed office in Monroe County or otherwise propose an anticipated method of servicing the account;
d) Provide copies of documentation showing authorization to do business in the State of Florida. You must be registered at www.sunbiz.org.
e) Provide statement acknowledging that the agency would agree not to represent any new tourism/destination clients without the approval of the Monroe County Tourist Development Council.
f) The Respondent should provide a brief summary on the agency's crisis management preparedness plan to provide uninterrupted service to the Monroe County Tourist Development Council in case of a catastrophic event, such as a hurricane, that may affect contractual service. Summary should include how communications shall continue; how marketing materials will be saved and managed; and how work proceeds if electric power is interrupted for an indefinite period, or the agency facility is damaged significantly.

**Section 7. Compensation**

Compensation based on production costs, media placement, commissions or other agency functions will be discussed during finalist presentations, and final decision made during contract negotiations.

**Section 8. Written Presentation**

Give a short written outline presentation on how the agency would propose to develop a campaign for the Florida Keys, that would include: a position analysis, target markets and display several examples of creative proposals for this campaign. Include print, broadcast (story board) and digital/mobile advertising. Please allocate what percentage of each of those media placement sources (equaling 100%) would make up your plan.

No contact regarding this presentation or competitive bid process will be allowed between the bidder and individual members of the Selection Committee or TDC board members.

**Section 9. Litigation**

The Respondent must provide answers to the following questions regarding claims and suits:

a) Has the person, principals, entity or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? Yes or No. If yes, provide details;
b) Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? Yes or No. If yes, provide details;
c) Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five (5) years, been a party to any lawsuit, arbitration, or mediation with regard to an Agreement for services similar to those requested in the specifications with private or public entities? Yes or No. If yes, provide details;
d) Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the County or been sued by the County in connection with an Agreement to provide services, goods or construction services? Yes or No. If yes, provide details;
e) Whether, within the last five (5) years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation: Yes or No. If yes, provide details.

**Section 10. County Forms**

Respondent shall complete and execute the forms specified below and found at the designated pages in this Request for Competitive Solicitation, and shall include them in **Section Five**:

| | **Pages** |
|---|---|
| Response Form | 32 |
| Non-Collusion Affidavit | 33 |
| Ethics Clause | 34 |
| Drug Free Workplace | 35 |
| Local Preference Form | 36 |

Copies of all current professional licenses and copies of business tax receipts shall be included in this Section.

**Section 11. Other Information**

Provide any additional information which will present evaluators with insight about the qualifications, fitness and abilities of Respondent.

**Section 12. Request for Response Checklist**

Please review and complete the Request for Response/Statement of Qualifications Checklist (page 37) included in this Request for Competitive Solicitation. Those applicants not submitting all items requested will automatically be disqualified.

## 1.11 MODIFICATION OF RESPONSES

Written modifications will be accepted from Respondents after the initial submission only if addressed to the entity and address indicated in the Notice of Request for Competitive Solicitations and received prior to response opening due date and time. Modification must be submitted in a sealed envelope clearly marked on the outside, with the Respondents name and "Modification to REQUEST FOR COMPETITIVE SOLICITATION- **Professional Advertising Agency Services for Monroe County Tourist Development Council.**–".

## 1.12 RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether an Agreement award is made by the County.

## 1.13 RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Request for Competitive Solicitations. Monroe County's representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondent or their authorized agents are invited to be present.

## 1.14 DETERMINATION OF SUCCESSFUL RESPONDENT

Following the receipt of responses, the selection committee will meet in a publicly noticed meeting and evaluate the responses based on the criteria and point total above. The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses that are incomplete, unbalanced, conditional, obscure or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondents and the Agreement documents, may be rejected at the option of the County.

## 1.15 AWARD OF AGREEMENT

a) The County also reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete contracts of a similar nature on time, or who after investigation of reference or other criteria, does not meet County standards.
b) The recommendations of the TDC will be presented to the Board of County Commissioners of Monroe County (BOCC), Florida, for final selection. Negotiations will be undertaken with the Respondents as ranked. .
c) The County reserves the right to award separate contract for portions of the work, waive any irregularity in any response, or to re-advertise for all or part of the work contemplated.

## 1.16 EXECUTION OF AGREEMENT

The Highest Ranked Respondent with whom an Agreement is negotiated shall be required to return to the County one (1) signed original Agreement together with the required certificates of insurance.

## 1.17 INSURANCE

The Respondent shall defend, indemnify and hold harmless the County as outlined on the attached form on page 31.

# SECTION TWO
## GENERAL TERMS AND CONDITIONS

### 2.01 DEFINITIONS

Wherever used in these General Conditions or in the other Agreement documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof. The use of the terms "he," "him," "himself" or "his" shall refer to male and female persons alike and should not be construed as derogatory or discriminatory to female persons.

**Request for Competitive Solicitation: Also means Request for Qualifications or** Abbreviation of RFQ.

**Request for Qualifications:** A solicitation of responses from vendors whereby vendors are invited to submit a summary of their particular qualifications and to state their interest in performing a specific job or services for the County. From such submissions, the county/TDC selection committee determines which of such vendors shall be short-listed, interviewed, and recommended to the board of county commissioners for permission to negotiate for scope of work and fees.

**Addenda:** Written or graphic instruments issued prior to the Response opening which clarify, correct or change the competitive solicitation documents or the Agreement documents.

**Response Documents:** The advertisement or invitation calling for Competitive Solicitation, instructions and forms contained in this Request for Competitive Solicitations (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Drug Free Workplace) and the proposed Agreement documents (including all addenda issued prior to receipt of responses).

**Agreement Documents:** The competitive solicitation documents, Agreement, addenda (which pertain to the Agreement documents), the Respondent's proposal or response (including documentation accompanying the response and any post-response documentation submitted prior to the selection of the highest ranked respondent and final approval of the contract) when attached as an exhibit to the Agreement, these General Conditions, together with all amendments, modifications and supplements.

**Compensation:** Compensation will be negotiated upon selection of the highest ranked respondent. Failure to reach a final agreement with the highest ranked respondent will result in negotiations with the next highest ranked respondent until a final agreement is reached.

**Agreement Time:** The Agreement shall be in force and binding on the County and the Agency for a period of three (3) years with an option for the County to extend for additional two (2) year period from the effective date of the Agreement.

**TDC:** Abbreviation for the Monroe County Tourist Development Council.

**Agency:** Entity with whom the County enters into an Agreement.

**Contractor:** The person, agency or corporation with whom the County has entered into the Agreement.

**Effective Date of the Agreement:** The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

**Laws and Regulations; Laws or Regulations:** Federal, state and local laws, rules, regulations, ordinances, codes and/or orders.

**Notice of Award:** The written notice to the apparent highest ranked Respondent stating that upon successful negotiations and compliance by the successful Respondent with the conditions precedent enumerated therein, within the time specified, the County will sign and deliver the Agreement.

**County:** The Monroe County Board of Commissioners with whom the Agency has entered into the Agreement and for whom the work is to be provided.

**Specifications:** Those portions of the Agreement documents consisting of written technical descriptions of materials and services required under the Agreement.

**Written Amendment:** A written amendment of the Agreement documents, signed by the County and the Agency, on or after the effective date of the Agreement.

**Failure to Execute Required Forms:** Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

## 2.01 RESPONDENT'S RESPONSIBILITIES

### 2.02.1 Supervision and Personnel

The Respondent shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Agreement documents.

### 2.02.2 Parts, Materials and Equipment

Unless otherwise specified in the Agreement, the Respondent shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools and all other incidentals necessary for the completion of the work.

### 2.02.3 Taxes

The Respondent shall pay all sales, consumer, use and other similar taxes required to be paid by the Respondent in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work. The County is not liable for sales or use taxes.

### 2.02.4 Compliance with Laws

The Respondent shall comply with all applicable laws and regulations of federal, state and local governments.

# SECTION THREE
# TERMS AND CONDITIONS SPECIFIC TO ADVERTISING AGENCY

The advertising agency services shall include, but not be limited to, the following:

1. Develop, recommend, and implement an annual advertising media placement plan for the most effective advertising and promotional program, with strategies directed toward the promotion of the awareness and image of the Florida Keys.

2. Create, design, and produce a program of advertisements to most effectively appeal and target national and international tourists to visit and revisit Monroe County (Florida Keys).

3. Analyze, develop, and purchase the most efficient and productive media including print, broadcast, outdoor and digital/mobile marketing.

4. Provide and produce the necessary materials, shipping and distribution for the production of promotional collateral fulfillment and related sales materials.

5. Develop and coordinate co-op programs with mutually beneficial industry partners.

6. Develop and coordinate advertising efforts for the over-all Florida Keys generic campaign, while emphasizing the features of five distinct regions or districts within the Keys.

7. Develop and coordinate advertising efforts for the five (5) District Advisory Committee areas of the Florida Keys.

8. Create and produce an advertising campaign for the travel trade industry to be distributed to travel agents, tour operators, meeting planners and other travel planners.

9. Create and produce advertising for the Umbrella Advisory Committee organizations that include the Diving, Fishing and Cultural industry programs.

10. Provide support for public relations agency, web site provider and sales staff for national and international advertising campaigns.

11. Provide a Crisis Management Preparedness Plan.

**A draft contract has been furnished in Section Four to help outline the possible services of a full-service agency of record to Monroe County. The Scope of Services may change before negotiating the final contract between the parties.**

# SECTION FOUR
## DRAFT AGREEMENT

THIS AGREEMENT (Agreement), made and entered into this ____ day of _____, 2016, A.D., by and between Monroe County, Florida, (hereinafter called the County), and _____ (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, Contractor is uniquely qualified to provide professional advertising services which includes consulting advice relating to the Tourist Development Council (TDC) marketing and promotion of tourism, and

WHEREAS, the TDC, an advisory board to the County's Board of County Commissioners (BOCC) has recommended to County that a new Agreement for advertising services be entered into with Contractor, and

WHEREAS, County desires to enter into this Agreement for advertising services with the Contractor;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Term: The term of this Agreement is for a period of three (3) years beginning October 1, 2016 and expiring on September 30, 2019. The County shall have an option to extend the Agreement for one additional two (2) year period.

2. Scope of Services: The Contractor will serve as the full-service advertising agency for the Monroe County TDC and County. The Contractor and the advertising programs are subject to review by the Monroe County TDC.

A. Key Personnel: This contract is a professional service contract with expectation that principal personnel performing the services are those personnel listed. Notice of any change in personnel shall be sent to the TDC and County. The principals assigned are the following:

1)
2)

MINIMUM STAFF PERSONNEL ASSIGNED:

1) Account Management Supervisor; approved by the Chairperson of the TDC and Marketing Director
2) Account Supervisor; Account Executive; and additional staff within the normal services will be assigned as required.

B. At least one of the principals shall meet with the Monroe County TDC at all regularly scheduled meetings of the TDC and Advisory Committees, and at any other times as directed by the TDC.

C. Contractor agrees to assign an advertising Account Supervisor who will devote such time and effort as necessary to the account on a priority basis, including full time when required. Duties of the Account Supervisor will include contact as required with the Chairperson or Vice-chairperson of the TDC, Marketing Director or other designee. Other duties include regular consultation visits throughout Monroe County; consultations with TDC Advisory Committees within the Keys, and interfacing with other agencies of record such as Public Relations and Website provider as directed by the TDC; participation in, and coordination of, media planning; coordination of production and traffic activities with the Contractor; coordination of and liaison with mail fulfillment services on behalf of the TDC; and liaison with private sector resorts, attractions and other tourism related fields in Monroe County, relating to the development of an effective advertising program for the Florida Keys.

D. Contractor agrees that time is of the essence, and to provide on a timely basis, copy and concepts and supervision of tangible materials for media and collateral production materials, including: radio and television, print, internet, website, outdoor, direct mail or any such technology which may be employed to further the objectives of the TDC; traffic and billing of media and collateral production materials.

E. Contractor shall provide input into the design and creative content of the website.

F. Contractor shall employ its knowledge of available media and media research, and normal use of outside media research services to which the Contractor subscribes for the purpose of planning media advertising programs.

G. Contractor shall counsel County in the use of special media, marketing, product and consumer research as may be advisable.

H. Contractor shall formulate and recommend media plans based on written objectives established within the TDC marketing plan and reviewed on an annual basis.

I. Contractor shall order space, time or other means of media to be used, endeavoring to secure the most advantageous rates available, checking and verifying such media use, auditing and paying invoices to media.

J. Contractor shall negotiate special talent fees in accordance with trade contracts to be more inclusive of total work and keep costs to a minimum.

K. Contractor shall establish contracts with sub-contractors for production, traffic and other marketing services.

L. Contractor shall obtain written pre-approval on all advertising, media, projects and materials from the TDC Marketing Director or TDC Chairperson.

M. Contractor shall have all media and production expense accounts placed on individual purchase orders. All invoices shall have the proper purchase order number. No invoice will be paid unless account funds are available. No invoices will be paid outside the advertising budget without TDC approval.

3. Compensation: Compensation shall be paid, subject to availability of Tourist Development Tax Funds and approved purchase orders as follows:

A. Media Placement:

1) Contractor shall be compensated for media placement at the net cost to Contractor plus ----% percent commission, upon receipt and proof of payment of media invoices with affidavits and/or tear sheets, screenshots, etc. Net rate is the actual negotiated paid cost for media placement to the vendor without any markup costs. This will include all generic and district campaigns, cultural, fishing and diving umbrella campaigns, and all co-op advertising placement. Co-op advertising is established to provide lodging accommodations and other tourist related businesses within Monroe County an opportunity to buy into TDC advertisements at a cost effective rate.

2) Contractor shall be reimbursed for projects designated as special projects approved by the TDC at actual costs, plus -----%, the total not to exceed the amount budgeted by TDC.

3) In the event of a catastrophe for Monroe County and/or for South Florida, such as a hurricane, and subject to the provisions in paragraph 17, Force Majeure, or other crisis management situation, the Contractor shall confer with the TDC Director and/or TDC Chairperson and perform the same types of services described in this contract. The Contractor also agrees that it will have protocol (see Exhibit A) in place for any catastrophe affecting the Contractor's base of operations, i.e.: safeguarding of all official photography & film; facilities and equipment available; staff availability and all other vital material relative to the continued marketing of the Florida Keys. In addition, the Contractor will ensure the ability to cancel existing media and produce and place ongoing media.

B. Reimbursable Expenditures: The County shall reimburse the Contractor for all approved expenditures and payments made on the County's behalf for media placement subject to state and County rules and regulations. Packaging, shipping, express mail, postage, legal expenses on behalf of County, and travel expense for Contractor's personnel shall be considered reimbursable expenses, subject to County's approval. Travel expenses of approved personnel on behalf of the business of the TDC shall be compensated at the rates established by Florida law and County policy.

C. Invoices:

1) All invoices submitted by the Contractor to the TDC shall have the proper purchase order number, and be marked as to which account is properly chargeable.

2) Normal production costs for specific pre-approved jobs will be submitted for payment at one time upon completion. The Contractor is encouraged to use in-county vendors to supply services wherever possible when the local vendors are able to supply goods or services that are at least equivalent to the quality of goods and services of out-of-county vendors, and meet the needs of the TDC and the County. To that end, the Contractor understands and agrees that in any project the Contractor, if requested, may need to prepare and

submit a production budget for approval by the TDC Marketing Director. This budget would include a breakdown of expenses by category and the name of each vendor or subcontractor proposed for each category.

3) No percentage will be added to Contractor charges for packaging, shipping, express mail, postage, telephone, legal fees and services and travel expenses for Contractor's personnel.

4) The Contractor's invoices and statements shall be payable by County according to the Florida Local Government Prompt Payment Act.

D. Production Charges:

1. The **----%** commission on the net media placement budget covers the cost of: Contractor senior management services, account management services, media services, accounting services and staff creative development services for generic DAC, Event and Umbrella advertising as follows:

(a) Existing newspaper campaign ads, including: revised layout, new copy/copy revisions, art direction, traffic & production supervision. Note: computer artists and type, stats and color copies not included.

(b) All new co-op newspaper ads including: concepts and comprehensive layouts, copy/copy revisions, art direction, traffic & production supervision. Note: computer artists and type, stats and color copies not included.

(c) Existing magazine ads, including: revised layout, new copy/copy revisions, art direction, traffic & production supervision. Note: computer artists and type, stats and color copies not included.

(d) Existing electronic marketing ads, including: revised format, new copy/copy revisions, art direction, traffic & production supervision. Note: computer artists and type, stats and color copies not included.

2. Creative Services Not Included: staff creative development services for media and collateral materials, i.e.; photo shoots/TV shoots/podcast videos, editing television commercials, videos/infomercials, point of sale materials, new magazine campaigns, new newspaper campaigns, new electronic campaigns, direct mail, new brochures and major revisions to existing brochures will be estimated and prior approval obtained for each project at the following hourly rates:

Creative Director - $
Concepts and Comprehensive Layouts - $
Senior Copywriter - $
Copywriter - $
Senior Art Direction & Supervision - $

Broadcast Supervision - $
Computer Artist - $
Traffic & Production Supervision - $
Color Outputs $ each

(a) Out of pocket expenses for creative development are reimbursable at cost plus **------%** and include, but are not limited to, the following:

Photographers and Assistants
Film Production Crew
Editing Facilities & Services
Audio Recording Facilities
Models/Actors/Voice-over Talent
Four-Color Film (for print pubs)
Retouching 4/Color Film
Stock Photo Search and Usage Fees
SAG and AFTRA Residuals
TV Dupes, Radio Dupes, etc.
Printing
Media and Collateral Materials

The County and the TDC assume no liability to fund this contract for an amount in excess of this award. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Contractor upon presentation of invoices, and other documentation necessary to support a claim for reimbursement. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

4. Contractor's Acceptance of Conditions: The Contractor hereby agrees to carefully examine the Scope of Services and assumes full responsibility therefore. Under no circumstances, conditions or situations shall this Agreement be more strongly construed against the County than against the Contractor.

a) Any ambiguity or uncertainty in the Scope of Services shall be interpreted and construed by the County, and the County's decision shall be final and binding upon all parties.

b) The passing, approval and/or acceptance by the County of any of the services furnished by the Contractor shall not operate as a waiver by the County of strict compliance with the terms of this Agreement. Failure on the part of the Contractor, immediately after Notice to Correct a default, shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who in any event shall be jointly and severely liable to the County for all damage, loss and expense caused to the County by reason 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.

c) The Contractor agrees that the TDC may designate representatives to visit the Contractor's facility(ies) periodically to conduct random open file evaluations during the Contractor's normal business hours.

d) The Contractor warrants that it has, and shall maintain throughout the term of this Agreement, appropriate licenses and permits required to conduct its business, and that it will at all times

conduct its business activities in a reputable manner. Proof of such licenses and permits shall be submitted to the County upon request.

5. Advertising Agency of Record: Contractor shall act as the agency of record for preparation and placement of the County's TDC advertising using "bed tax" funds except as otherwise mutually agreed upon. Contractor shall perform related or special services as requested by the TDC.

6. Exclusive Representation: Firm agrees that it will not represent any private resort or attraction or other destination within Monroe County or other county or city destinations within the State of Florida without approval from the TDC and County. Provision of creative and mechanical services for participants in co-op advertising and other County programs is permissible.

7. Contractor's Financial Records: Contractor shall maintain all books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for 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, Florida Statute, running from the date the monies were paid to Contractor.

8. 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 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.

9. Hold Harmless: The Contractor covenants and agrees to indemnify and hold harmless the County and the TDC 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 Contractor or any of its subcontractors in any tier, occasioned by the negligence, errors or other wrongful act of omission of the Contractor or its subcontractors in any tier, their employees or agents.

10. Independent Contractor: At all times and for all purposes under this Agreement the Contractor is an Independent Contractor and not an employee of the County. No statement contained in this Agreement shall be construed so as to find the Contractor or any of his employees, contractors, servants or agents to be employees of the County.

11. Nondiscrimination: The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 1201), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or State statutes which may apply to the parties to, or the subject matter of this Agreement.

12. Assignment/Subcontract: The Contractor shall not assign or subcontract its obligations under this Agreement, except in writing and with the prior written approval of the County and Contractor, which approval shall be subject to such conditions and provisions as the County may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all the provisions of this Agreement.

13. Compliance with Law: In providing all services/goods pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement 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 Agreement.

14. Disclosure and Conflict of Interest: The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, 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 Agreement, and thereafter as changes may require, the Contractor shall notify the County of any financial interest it may have in any and all programs in Monroe County which the Contractor sponsors, endorses, recommends, supervises or requires for counseling, assistance, evaluation or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or Contractor, 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. Arrears: The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

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, return receipt requested, to the following:

FOR TDC: Maxine Pacini
Monroe County TDC
1201 White Street #102
Key West, FL 33040

FOR COUNTY: Christine Limbert-Barrows,
Assistant County Attorney
PO Box 1026
Key West, FL 33041-1026

FOR CONTRACTOR:

17. Taxes: The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this Agreement, nor is the Contractor

authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this Agreement.

18. Termination:

a) The County may terminate this Agreement for cause with seven (7) days' notice to the Contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this Agreement.

b) Either of the parties hereto may terminate this Agreement without cause by giving the other party one hundred and twenty (120) days written notice of its intention to do so.

19. Governing Law, Venue, Interpretation, Costs and Fees:

a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed entirely in the State.

b) In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

c) The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

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

e) Attorney's Fees and Costs. The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

f) Adjudication of Disputes or Disagreements. County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by Meet and Confer Sessions between representatives of each of the parties. If the issue or issues are still not resolved to the

satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

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

20. Binding Effect: The terms, covenants, conditions and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors and assigns.

21. 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.

22. 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 Qualifications and funding solicitations are not for funding already provided under this Agreement.

23. Privileges and Immunities: All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers or employees outside the territorial limits of the County.

24. 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.

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 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.

26. 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.

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.

28. Insurance: Contractor shall maintain the following required insurance throughout the entire term of this contract and any extensions. 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 any 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 Contractor's failure to maintain the required insurance.

Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

* Certificate of Insurance
  or
* A Certified copy of the actual insurance policy

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All Insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees, TDC Board of Directors and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared from entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

A. Prior to the commencement of work governed by this contract the Contractor 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:

| | |
|---|---|
| $100,000 | Bodily Injury by Accident |
| $500,000 | Bodily Injury by Disease |
| $100,000 | 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-V1, as assigned by the A.M. Best Company.

B. 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.

C. 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 maintain 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

D. Advertising Professional Liability Insurance with minimum limits of $1,000,000 per Occurrence and $2,000,000 aggregate.

29. Force Majeure: The 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 other acts of God, 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 Contractor must furnish evidence of the causes of such delay or failure.

30. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

(SEAL)
Attest: Amy Heavilin, Clerk

Board of County Commissioners
of Monroe County

_____ _____

Deputy Clerk Mayor/Chairman

……

To be filled out by Contractor)

**(Agency Legal Name)**

By_____

**President**

_____ _____

**Print Name** **Date**

**AND TWO WITNESSES**

(1)_____ (2)_____

(1)_____ (2)_____

**Print Name** **Print Name**

**Date:** _____ **Date:** _____

# Exhibit A

## CRISIS MANAGEMENT PLAN

In an effort to provide uninterrupted service to The Florida Keys & Key West during a hurricane emergency or other catastrophic event, Firm has established a standard plan of action.

**The specific plan of the chosen Respondent will be inserted under this Exhibit A.**

# SECTION FIVE
## INSURANCE REQUIREMENTS AND RESPONSE FORMS REQUIRED BY MONROE COUNTY, FLORIDA

## Indemnification and Hold Harmless for Other Contractors and Subcontractors

The Agency 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 Agency or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors or other wrongful act of omission of the Agency or its Subcontractors in any tier, their employees or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Agency's failure to purchase or maintain the required insurance, the Agency 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 Agency 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.

## RESPONSE FORM

**RESPONSE TO:** **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**
**c/o PURCHASING DEPARTMENT**
**GATO BUILDING, ROOM 1-213**
**1100 SIMONTON STREET**
**KEY WEST, FLORIDA 33040**

I acknowledge receipt of Addenda No. (s) _____

I have included:

Proposal _____ Ethics Clause ____
Non-Collusion Affidavit ____ Drug Free Workplace Form ____
Local Preference Form_____

In addition, I have included a current copy of the following professional licenses and business tax receipts:

_____

**(Check mark items above, as a reminder that they are included.)**

Mailing Address:_____Telephone: _____

_____ Fax: _____

_____Date: _____

Signed: _____ Witness: _____

(Seal)

_____
(Name)

_____
(Title)

## NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that:

I am _____of the Agency of _____the Proposer making the Proposal for the project described in the Notice of Request for Competitive Solicitations for:

_____and that I executed the said Proposal with full authority to do so; and

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to Proposal opening, directly or indirectly, to any other Proposer or to any competitor;

3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition; and

4. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding agreements for said project.

_____ _____

(Signature of Proposer) (Date)

STATE OF: _____

COUNTY OF:_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of _____ 20____.

_____

NOTARY PUBLIC

My Commission Expires: _____

## ETHICS CLAUSE

## SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
## MONROE COUNTY, FLORIDA

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this 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)

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: _____

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

_____

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Gives each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Subsection 1.04.

4. In the statement specified in Subsection 1, notifies the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign the statement, I certify that this Agency complies fully with the above requirements.

_____

Proposer's Signature

_____

Date

## LOCAL PREFERENCE FORM

A. Vendors claiming a local preference according to Sec. 2-349, Monroe County Code must complete this form.
Name of Proposer/Responder_____ Date:_____

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one year prior to the notice or request for bid or proposal? _____ (Please furnish copy.)

2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day to day basis that is a substantial component of the goods or services being offered to Monroe County?_____. The physical business address must be registered with the Florida Department of State as its principal place of business for at least one year prior to the notice of request for bids or Qualifications. (Please furnish copy of Florida Department of State Detail by Entity Name sheet showing Principal Address).

List Address: _____
Telephone Number:_____

B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services or construction to local businesses meeting the criteria above as to licensing and location? _____

If yes, please provide:

1. Copy of receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one year prior to the notice or request for bid or proposal.

2. Subcontractor address within Monroe County from which the subcontractor operates:

_____ Tel. Number _____

_____ Print Name: _____

Signature and Title of Authorized Signatory for Bidder/Responder:

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20_____, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed above or who produced _____as identification, and acknowledged that he/she is the person who executed the above Local Preference Form for the purposes therein contained.

_____
Notary Public

_____
Print Name
My commission expires: _____ Seal

# SECTION SIX
## REQUEST FOR COMPETITIVE SOLICITATION CHECKLIST

Please ensure that all items have been checked before submitting Request for Competitive Solicitation. Submit this checklist as the last page of your proposal.

- ☐ 1. Cover Page
- ☐ 2. Narrative Self-Analysis
- ☐ 3. References
- ☐ 4. Client Information
- ☐ 5. Financial Statements, Accounting and Bookkeeping Procedures
- ☐ 6. Staff Information
- ☐ 7. Service Capability to Monroe County
- ☐ 8. Written Presentation
- ☐ 9. Litigation
- ☐ 10. County Forms
- ☐ 11. Other Information
- ☐ 12. Completed Competitive Solicitation Checklist

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: County Administrator

Bulk Item: Yes X No ___ Staff Contact /Phone #: Elaine Ferda x4441

**AGENDA ITEM WORDING:** Announcement of one vacant position on the Tourist Development Council District I Advisory Committee for one "At Large" appointment.

**ITEM BACKGROUND:** This position is being advertised due to the end of term for Mr. Daniel Reynen.

**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: January 19, 2016

TO: MR. ROMAN GASTESI, COUNTY ADMINISTRATOR

FROM: LAURA HAMM, ADMINISTRATIVE SECRETARY
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

RE:

Please announce the following District I Advisory Committee Vacancy at the **February 2016** BOCC Meeting. This position is being advertised due to the end of term for Mr. Daniel Reynen.

**District I Advisory Committee**
**(The City Limits of Key West)**
**of the**
**MONROE COUNTY TOURIST DEVELOPMENT COUNCIL**

**Has an opening for an _____ 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 _____. This word means someone who is not in business nor whose business or economic activity are dependent upon tourists).**

Any person wishing to participate on the **District I Advisory Committee** of the Monroe County Tourist Development Council within the district so noted above, may request an application from the Administrative Office by calling (305) **296-1552** and submit an application to the address shown below:

Department DAC
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040
Fax #: (305) 296-0788

**Deadline for receipt of application at the above address is Friday March 4, 2016 at 5:00 p.m. A resume can be attached to the application.**

**LAND AUTHORITY GOVERNING BOARD**
**AGENDA ITEM SUMMARY**

**Meeting Date:** February 10, 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 meetings held on January 19, 2016 and January 20, 2016.

**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

January 19, 2016 Meeting Minutes

The Governing Board of the Monroe County Comprehensive Plan Land Authority held a special meeting on Tuesday, January 19, 2016 at the Marathon Government Center located at 2798 Overseas Highway, Marathon, Florida. Chairman David Rice called the meeting to order at 3:02 PM. 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.

Mayor Carruthers led the Board in the pledge of allegiance to the flag.

The first item on the agenda was additions, corrections and deletions to the meeting agenda. A motion was made by Commissioner Neugent and seconded by Commissioner Kolhage to approve the meeting agenda with no changes. There being no objections, the motion carried (5/0).

The next items pertained to the Executive Director selection process. Mr. Rosch introduced this section of the meeting by addressing the Board and summarizing the actions leading up to today's meeting. Mr. Rosch reported that earlier in the day the Land Authority office had received a letter of support for applicant Cynthia Guerra from Amy Kimball-Murley and that letter had been forwarded to each Board member via email.

The next items were applicant presentations and interviews. Mr. Rosch and County Attorney Bob Shillinger addressed the Board. Each applicant was given an opportunity to address the Board for five minutes. The first applicant, Charles Barrowclough, addressed the Board and was interviewed by the Board. Chairman Rice asked if there were any members of the public that wished to speak regarding this applicant. There were no public speakers.

The second applicant, Cynthia Guerra, addressed the Board and was interviewed by the Board. Chairman Rice asked if there were any members of the public that wished to speak regarding this applicant. There were no public speakers.

The third applicant, Charles Pattison, addressed the Board and was interviewed by the Board. Chairman Rice asked if there were any members of the public that wished to speak regarding this applicant. There were no public speakers.

The Board discussed the applicants. Following discussion, a motion was made by Commissioner Kolhage and seconded by Commissioner Murphy to offer the position of Executive Director of the Land Authority to Charles Pattison, to authorize staff to negotiate a contract, and to name Cynthia Guerra as the number two selection should the negotiations with Mr. Pattison fail.

Following additional discussion, Commissioner Kolhage then made the amended motion to offer the position of Executive Director of the Land Authority to Charles Pattison and to direct the staff to begin negotiations of a contract. The amended motion was accepted by

Commissioner Murphy. 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).

A motion was made by Commissioner Kolhage and seconded by Mayor Carruthers to designate Cynthia Guerra as the number two selection should the negotiations with Mr. Pattison fail. Roll call was as follows: Mayor Carruthers, yes; Commissioner Kolhage, yes; Commissioner Murphy, no; Commissioner Neugent, yes; and Chairman Rice, yes. The motion carried (4/1).

There being no further business, the meeting was adjourned at 3:46 PM.

Minutes prepared by: _____
Mark J. Rosch
Executive Director

Approved by the Board on: _____

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY
GOVERNING BOARD

January 20, 2016 Meeting Minutes

The Governing Board of the Monroe County Comprehensive Plan Land Authority held a regular meeting on Wednesday, January 20, 2016 at the Marathon Government Center located at 2798 Overseas Highway, Marathon, Florida. Chairman David Rice called the meeting to order at 9:17 AM. Present and answering roll call, in addition to Chairman Rice, were Mayor Heather Carruthers, Commissioner Danny Kolhage, Commissioner Sylvia Murphy, and Commissioner George Neugent. Also in attendance were Executive Director Mark Rosch, Office Manager Dina Gambuzza, Counsel Ginny Stones, and members of the public.

The first item on the agenda was approval of the minutes for the December 9, 2015 meeting. A motion was made by Commissioner Murphy and seconded by Commissioner Neugent to approve the minutes as submitted. There being no objections, the motion carried (5/0).

The next item was approval of contracts to purchase the following properties for conservation:
a) Block 4, Lot 37, Eden Pines Colony, Big Pine Key at a total cost of $25,929.25; and
b) Lot 5, part of Tract A, Ramrod Shores Third Addition, Ramrod Key at a total cost of $13,099.50

Mr. Rosch addressed the Board. Following discussion, a motion was made by Commissioner Murphy and seconded by Commissioner Kolhage to approve the purchase of each of the above properties. There being no objections, the motion carried (5/0).

The next item was Mayor Carruthers' item to appoint Teri Johnston to the Land Authority Advisory Committee. A motion was made by Commissioner Kolhage and seconded by Commissioner Murphy to approve the item. There being no objections, the motion carried (5/0).

There being no further business, the meeting was adjourned at 9:23 AM.

Minutes prepared by: _____
Mark J. Rosch
Executive Director

Approved by the Board on: _____

**LAND AUTHORITY GOVERNING BOARD**
**AGENDA ITEM SUMMARY**

**Meeting Date:** February 10, 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 6, Lots 1, 29, and 30, Gulfstream Shores, Key Largo.

**Item Background:** This acquisition is proposed to protect property rights and the natural environment.

The subject property consists of three contiguous lots totaling 26,080 square feet at the corner of County Road 905, Ocean Drive, and Palm Drive on the ocean side of North Key Largo. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Improved Subdivision, and vegetation consisting of tropical hardwood hammock and exotics. The Southeast Florida Regional Climate Change Compact 50-year sea level rise projection is 14 to 26 inches by the year 2060. In the event of a 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. There is a Gulfstream Shores ground-mounted sign located on Lot 30 of the property identifying the entrance to the subdivision.

The property owners have agreed to sell the property for the price of $78,000. The estimated closing costs for this transaction are listed in the agenda documentation.

**Advisory Committee Action:** On January 21, 2016 the Committee voted 5/0 to approve purchasing this property for the price of $78,000 and to approve carving out the sign if necessary.

**Previous Governing Board Action:** The Board has approved the purchase of another conservation property in this subdivision.

**Contract/Agreement Changes:** N/A

**Staff Recommendation:** Approval and authorization to carve out an area sufficient to exclude the Gulfstream Shores sign from the property if necessary.

**Total Cost:** $ 80,245.50 **Indirect Cost:** $_____ **Budgeted:** Yes _X_ No ___.

**Cost to Land Authority:** $ 80,245.50 **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_.

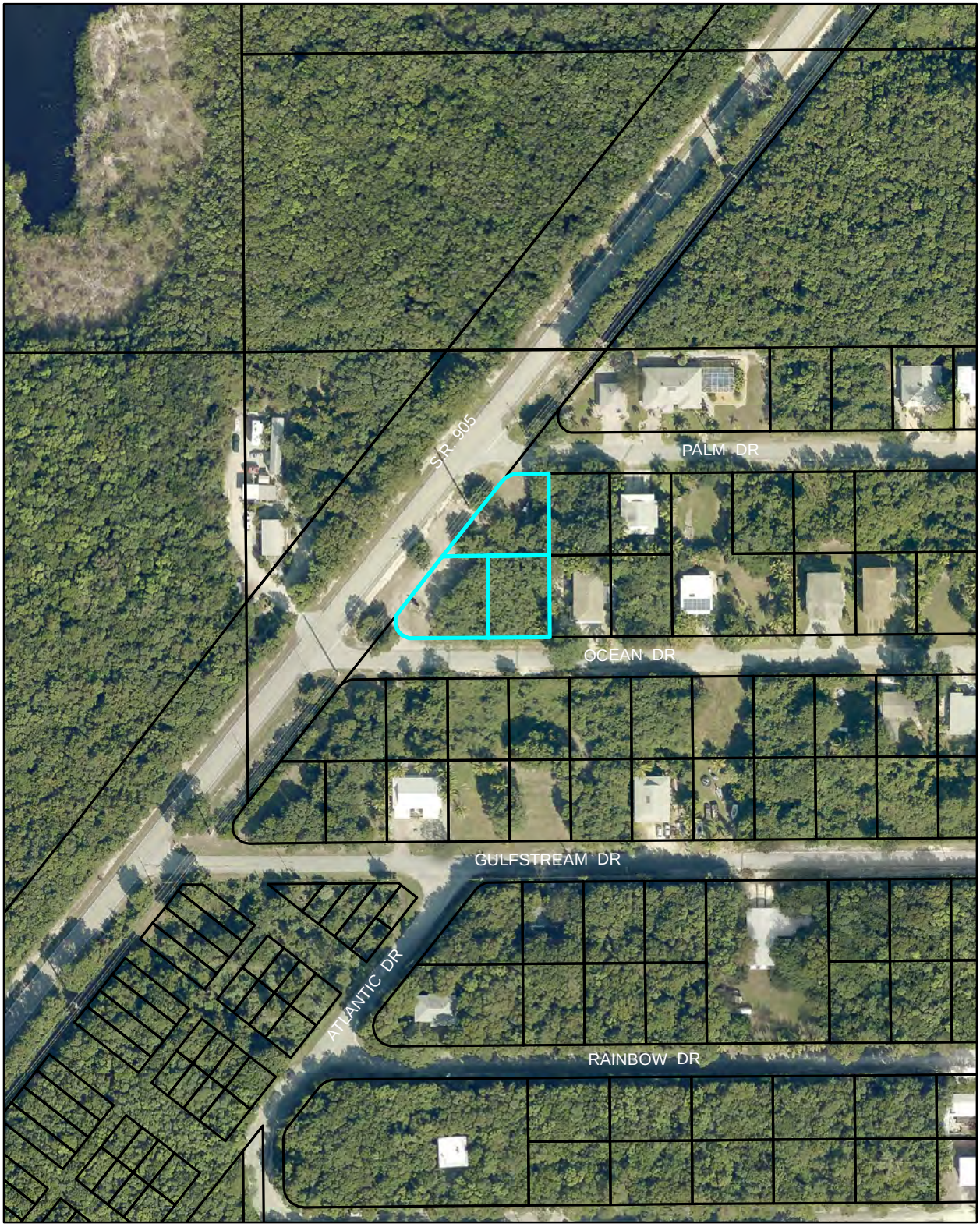
**Documentation:** Included: _X_ Not Required: ___.

**Disposition:** _____ Agenda Item ____

**PURCHASE CONTRACT**
**02/10/16**

| Property | Purchase Price | Survey | Title Fees & Insurance | Attorney Fee | Recording Fee | Total Costs |
|---|---|---|---|---|---|---|
| Block 6, Lots 1, 29, and 30 Gulfstream Shores North Key Largo Sellers: Humberto Hernandez, Tania Hernandez, Heliodoro Duran, and Marta D. Duran | $78,000.00 | $1,000.00 | $835.00 | $375.00 | $35.50 | $80,245.50 |

**Aerial Photograph of Subject Property**
**Block 6, Lots 1, 29, and 30, Gulfstream Shores**
**North Key Largo**



Subdivision Sign on Lot 30

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, is by and between

**Humberto Hernandez, Tania Hernandez, Heliodoro Duran, and Marta D. Duran**

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 **$78,000.00** 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 6, Lots 1, 29, and 30, Gulfstream Shores (PB 3-61)**
   **RE# 00565640-000000, 00565920-000000, and 00565930-000000**

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.

The parties agree that the LAND AUTHORITY, at its sole option, may revise the legal description in the closing instruments required by this Agreement to cut out portions of said lands affected by title defects. In such event, no written amendment of this Agreement shall be required. The Seller's execution and delivery of the closing instruments containing the revised legal description and the LAND AUTHORITY'S acceptance of said instruments shall constitute acceptance of the revised legal description of said lands by the parties.

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 **$78,000.00**. 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:

| | | |
|---|---|---|
| **6080 W. 8th Avenue** | **with a copy to:** | **Jose M. Flores** |
| **Hialeah, FL 33012-6536** | | **Keller Williams Realty Premier Prop.** |
| | | **jmflores20@gmail.com** |

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

11. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

12. The effective date of this Agreement shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **January 19, 2016** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars ($10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s), and to purchase said lands as herein provided.

Seller/ **Humberto Hernandez**

| _____ | _____ | _____ |
|---|---|---|
| Signature | Date | Phone Number |

Seller/ **Tania Hernandez**

| _____ | _____ | _____ |
|---|---|---|
| Signature | Date | Phone Number |

Seller/ **Heliodoro Duran**

| _____ | _____ | _____ |
|---|---|---|
| Signature | Date | Phone Number |

Seller/ **Marta D. Duran**

| _____ | _____ | _____ |
|---|---|---|
| Signature | Date | Phone Number |

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 09-2004, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2016.

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

_____
Mark J. Rosch, Executive Director

**LAND AUTHORITY GOVERNING BOARD**
**AGENDA ITEM SUMMARY**

**Meeting Date:** February 10, 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 2, Lot 32, 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 Iris 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 24-inch increase in sea level, estimates provided by the South Florida Water Management District indicate this property will have a 25.1% to 100% probability of being inundated. The stewardship requirements for this property may include periodic trimming of vegetation to maintain navigation along the canal.

The property owners have agreed to sell the property for the price of $25,000. The estimated closing costs for this transaction are listed in the agenda documentation.

**Advisory Committee Action:** On January 21, 2016 the Committee voted 5/0 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_.

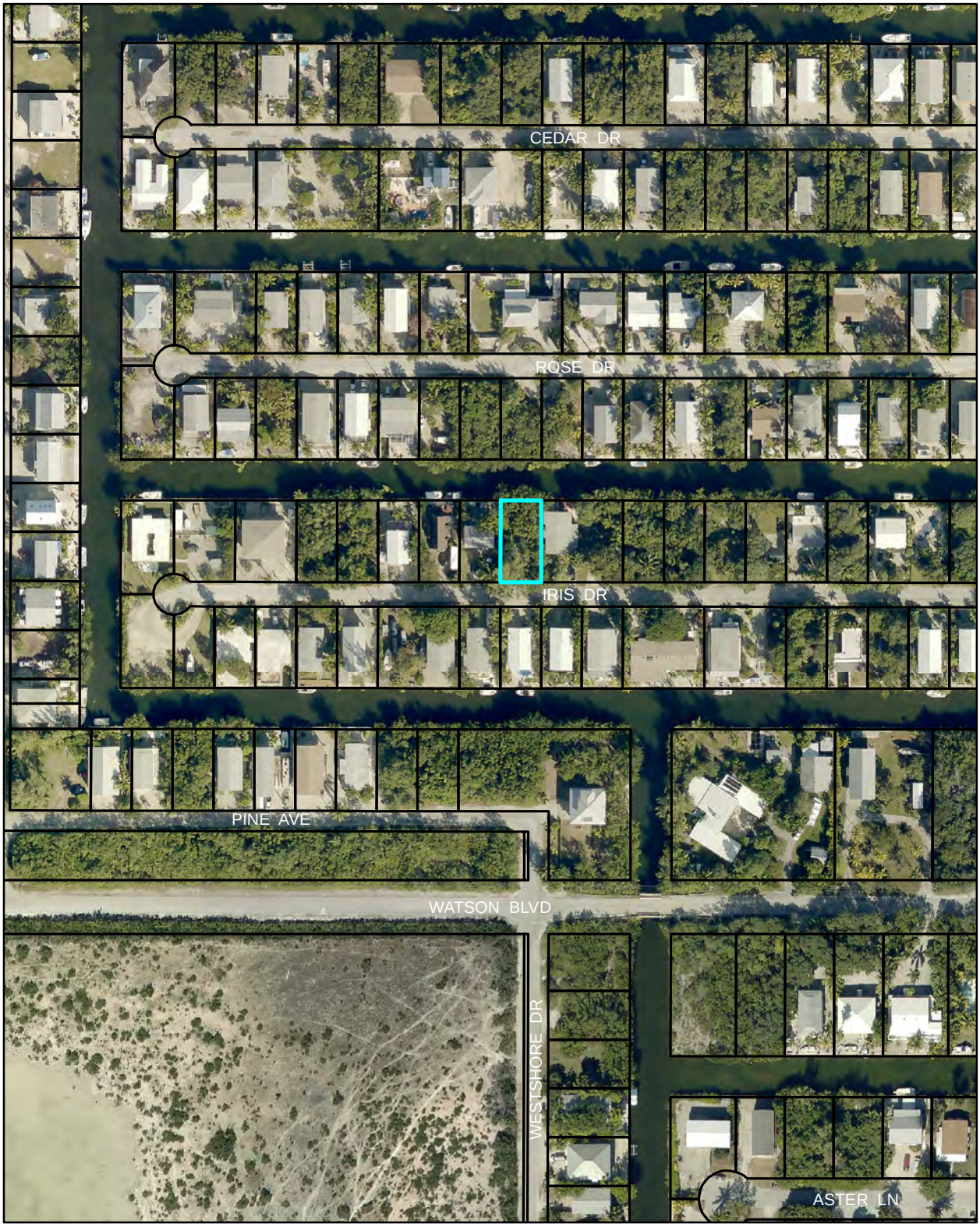
**Documentation:** Included: _X_ Not Required: ___.

**Disposition:** _____ Agenda Item ____

**PURCHASE CONTRACT**
**02/10/16**

| Property | Purchase Price | Survey | Title Fees & Insurance | Attorney Fee | Recording Fee | Total Costs |
|---|---|---|---|---|---|---|
| Block 2, Lot 32<br>Eden Pines Colony<br>Big Pine Key<br>Sellers: Henry M. and Lane B. Prior | $25,000.00 | N/A | $518.75 | $375.00 | $35.50 | $25,929.25 |

**Aerial Photograph of Subject Property**
**Block 2, Lot 32, Eden Pines Colony**
**Big Pine Key**



AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, is by and between

**Henry M. Prior and Lane B. Prior**

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 2, Lot 32, Eden Pines Colony (PB 4-158)**
   **RE# 00264930-000000**

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:

    **1865 NW 108 Avenue**
    **Plantation, FL 33322**

    and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

11. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

12. The effective date of this Agreement shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **January 20, 2016** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars ($10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s), and to purchase said lands as herein provided.

Seller/ **Henry M. Prior**

| _____ | _____ | _____ |
|---|---|---|
| Signature | Date | Phone Number |

Seller/ **Lane B. Prior**

| _____ | _____ | _____ |
|---|---|---|
| Signature | Date | Phone Number |

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 09-2004, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2016.

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

_____
Mark J. Rosch, Executive Director

**LAND AUTHORITY GOVERNING BOARD**
**AGENDA ITEM SUMMARY**

**Meeting Date:** February 10, 2016 **Department:** Land Authority

**Bulk Item:** Yes __ No _X_ **Staff Contact / Phone #:** Mark Rosch / 295-5180

**Agenda Item Wording:** Approval of a resolution adding a portion of Peary Court in Key West to the Acquisition List and authorizing funding toward the City of Key West's purchase of said property for affordable housing.

**Item Background:** The Key West City Commission is considering purchasing a portion of Peary Court in Key West for affordable workforce housing. The proposed transaction calls for the City to purchase 157 existing units and the rights to build 3 additional units (for a total of 160 units) together with a perpetual affordable housing deed restriction encumbering 48 units the Seller is preparing to build. The proposed purchase price is $55 million, of which the City proposes to pay using $10 million of Land Authority funds and $45 million from the sale of revenue bonds. Both the acquisition of the property and the issuance of the bonds are subject to approval by Key West voters on March 15, 2016. The Southeast Florida Regional Climate Change Compact 50-year sea level rise projection is 14 to 26 inches by the year 2060. In the event of a 24-inch increase in sea level, estimates provided by the South Florida Water Management District indicate approximately 11% of Peary Court will have a 25.1% to 100% probability of being inundated.

The Key West City Commission has nominated the subject property and requested $10 million via Resolution 16-041. The requested funds would come from the $12.2 million the Land Authority has budgeted for acquisitions in Key West. These funds consist of tourist impact tax collected in Key West and statutorily restricted for use in Key West.

**Advisory Committee Action:** On January 21, 2016 the Committee voted 5/0 to approve this resolution.

**Previous Governing Board Action:** None.

**Contract/Agreement Changes:** N/A

**Staff Recommendation:** Approval

**Total Cost:** $ 10,000,000 **Indirect Cost:** $_____ **Budgeted:** Yes _X_ No ___.

**Cost to Land Authority:** $ 10,000,000 **Source of Funds:** Land Authority
(Tourist Impact Tax collected in Key West)

**Revenue Producing:** Yes ____ No _X_ **Amount per Month:** _____ **Year:** _____

**Approved By:** Attorney _X_ County Land Steward ___.

**Documentation:** Included: _X_ Not Required: ___.

**Disposition:** _____ Agenda Item ____

**Aerial Photograph of Subject Property**
**Peary Court**
**Key West**

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY ADDING A PORTION OF PEARY COURT IN KEY WEST TO THE ACQUSITION LIST AND AUTHORIZING FUNDING TOWARD THE CITY OF KEY WEST'S PURCHASE OF SAID PROPERTY FOR AFFORDABLE HOUSING.

---

WHEREAS, section 380.0666(3), Florida Statutes and section 2-398 Monroe County Code empower the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority") to acquire and dispose of interests in real property for the purpose of providing affordable housing; and

WHEREAS, on December 10, 2015, Key West City Commission approved Ordinance No. 15-15, which calls for a referendum to be placed on the ballot for the March 15, 2016 election regarding whether the City of Key West (hereinafter "City") should acquire that portion of Peary Court containing 157 existing dwelling units (hereinafter "Subject Property") for the purpose of providing workforce housing; and

WHEREAS, the City has nominated the Subject Property for inclusion on the Land Authority Acquisition List and requests $10,000,000 toward the purchase of the Subject Property via Resolution 16-041; and

WHEREAS, the Land Authority Advisory Committee considered this resolution at a meeting held on January 21, 2016 and voted 5/0 to recommend approval; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. The Subject Property is hereby added to the Land Authority Acquisition List as an affordable housing site.

Section 2. At closing, the Land Authority Executive Director is authorized to disburse $10,000,000 toward the City of Key West's purchase of the Subject Property provided the City's title to the Subject Property is restricted by the affordability covenants in Exhibit A.

Section 3. This authorization of funding shall expire on January 21, 2017, unless extended by the Land Authority.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this _____ day of _____, 2016.

| | |
|---|---|
| Mayor Heather Carruthers | _____ |
| Vice Chairman Danny Kolhage | _____ |
| Commissioner Sylvia Murphy | _____ |
| Commissioner George Neugent | _____ |
| Chairman David Rice | _____ |

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

_____
Mark J. Rosch
Executive Director

_____
David P. Rice
Chairman

Approved as to form and legality:

_____
Adele V. Stones, Esquire

EXHIBIT A

AFFORDABILITY COVENENTS

Subject to the following restrictions imposed by and which run in favor of the Monroe County Comprehensive Plan Land Authority, a land authority under Section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986.

1. Term. These affordability covenants are perpetual, run with the land, and are binding on all present and subsequent owners and mortgagees.
2. Property Use. Use of the property shall be restricted to the provision of affordable housing as defined in section 380.0666(3), Florida Statutes.

**RESOLUTION NO.** 16-041

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, NOMINATING THAT PORTION OF THE PROPERTY LOCATED AT 541 WHITE STREET, COMMONLY REFERRED TO AS PEARY COURT, AND WHICH CURRENTLY CONTAINS 157 EXISTING DWELLING UNITS, TO THE MONROE COUNTY LAND AUTHORITY FOR PARTIAL FUNDING FOR THE PURPOSE OF PROVIDING WORKFORCE HOUSING; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Commission has determined that there exists a shortage of workforce housing available in the City of Key West; and

WHEREAS, the City has undertaken an evaluation of the feasibility of utilizing the existing 157 dwelling units at Peary Court for workforce housing; and

WHEREAS, the City has investigated a mechanism to finance the purchase of Peary Court without the necessity of utilizing ad valorem taxation; and

WHEREAS, on December 10, 2015, the City Commission approved Ordinance No. 15-15, which calls for a referendum to be placed on the ballot for the March 15, 2016, election regarding whether the City should acquire that portion of Peary Court containing 157 existing dwelling units for the purpose of providing workforce housing; and

WHEREAS, the Monroe County Land Authority holds funds on behalf of the City of Key West that may be dedicated to the purchase of land for the purpose of providing workforce housing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the portion of the property located at 541 White Street, commonly referred to as Peary Court, and which contains 157 existing dwelling units, is hereby nominated to the Monroe County Land Authority for partial funding in the amount of $10,000,000.00 for the purpose of providing workforce housing.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20 day of January, 2016.

Authenticated by the Presiding Officer and Clerk of the Commission on 21 day of January, 2016.

Filed with the Clerk on January 21, 2016.

| | |
|---|---|
| Mayor Craig Cates | Absent |
| Commissioner Sam Kaufman | Yes |
| Commissioner Clayton Lopez | Yes |
| Commissioner Richard Payne | Yes |
| Commissioner Margaret Romero | No |
| Commissioner Billy Wardlow | Yes |
| Commissioner Jimmy Weekley | Yes |

CLAYTON LOPEZ, VICE MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

# PEARY COURT HOUSING DEVELOPMENT
541 WHITE STREET
KEY WEST, FLORIDA 33040

PREPARED FOR
CITY OF KEY WEST
3132 FLAGLER AVENUE
KEY WEST, FLORIDA 33040

# Peary Court Housing Development

Peary Court Holdings, LP - Owner

Zoned: HSMDR Historic Special Medium Density Residential

Gross Area: 24.15 Acres

Acquisition Proposed:

City to purchase existing 157 units, the building rights for 3 additional units and the land for the 160 units; and the remaining land will be deed restricted as affordable workforce housing in perpetuity at closing.

Existing Conditions:

157 Existing units

149 – 1,285sf - 2 bed/1.5 bath (plus 3 units destroyed by fire can be rebuilt by City)

8 – 1,071 SF ADA Accessible

Sale Price: $55,000,000 ($350,319 per unit)

Additional Conditions

48 New units (Deed Restricted Affordable in Perpetuity) to be developed by current owners

(5-Type A: 400 SF; 33-Type B: 918 SF; 10-Type C: 605 SF)

**15 YEAR PRO-FORMA (120% AMI)**
**TAX EXEMPT MCLA FUNDS ($10M)**

ASSUMPTIONS:

a. Annual Rental Increases: 3%
b. Vacancy 5%
c. Annual Expense Increase: 5%

| Maximum Monthly Rental Rates | | | | |
|---|---|---|---|---|
| **Unit Size** | **Low-80%** | **Med-100%** | **Mod-120%** | **Mid -140%** |
| **2 Bedrooms** | **1,571** | **1,965** | **2,358** | **2,751** |

**Per City Ord. Sec. 122-1466**

SCHEDULE OF RENTAL/OTHER INCOME

| **Market Income** Unit Type | # Units | Rents | Total | Annual Income |
|---|---|---|---|---|
| 2BR-1.5BA @ 80% | 0 | $1,571 | $0 | $0 |
| 2BR-1.5BA @ 100% | 0 | $1,965 | $0 | $0 |
| 2BR-1.5BA @ 120% | 157 | $2,358 | $370,206 | $4,442,472 |
| Subtotal | 157 | | $370,206 | $4,442,472 |
| TOTAL | 157 | | $370,206 | $4,442,472 |
| Interest Income | | | $240,200 | |
| Miscellaneous Income & Excess Utilities | | | | $240,200 |
| TOTAL OTHER INCOME | | | | $4,682,672 |
| TOTAL INCOME | | | | |

**SCHEDULE OF DEBT SERVICE**

| **Mortgage Amt. (Tax Exempt)** | Mo. P & I | |
|---|---|---|
| $46,000,000 | $206,561 | |
| ANNUAL DEBT SERVICE | | **$2,478,726.68** |
| First Mortgage Assumption: | | |
| Rate: | 3.50% | |
| Constant: | 0.0539 | |
| Term: | 30 years | |

| **Mortgage Amt.** | Mo. P & I | |
|---|---|---|
| | $0 | |
| ANNUAL DEBT SERVICE | | $0.00 |
| 2nd Mortgage Assumption: | | |
| Rate: | 0.00% | |
| Constant: | #DIV/0! | |
| Term | 30 years | |

**TOTAL ANNUAL DEBT SERVICE:** **$2,478,726.68**

| | |
|---|---|
| Sale Price: | $55,000,000.00 |
| Reserve: | $500,000.00 |
| Closing Cost: | $500,000.00 |
| Sub-total: | $56,000,000.00 |
| **MCLA** | **-$10,000,000.00** |
| Total | $46,000,000.00 |

**15 YEAR PRO-FORMA (120% AMI)**
**TAX EXEMPT MCLA FUNDS ($10M)**

| | 157 Units | FIFTEEN (15) YEAR OPERATING PROFORMA | | | | | | | | | | | | | 1ST Year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **INCOME** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Year 6** | **Year 7** | **Year 8** | **Year 9** | **Year 10** | **Year 11** | **Year 12** | **Year 13** | **Year 14** | **Year 15** | Per Unit |
| Gross Rental Income | 4,442,472 | 4,575,746 | 4,713,019 | 4,854,409 | 5,000,041 | 5,150,043 | 5,304,544 | 5,463,680 | 5,627,591 | 5,796,418 | 5,970,311 | 6,149,420 | 6,333,903 | 6,523,920 | 6,719,638 | 28,296 |
| Other Income | 240,200 | 247,406 | 254,828 | 262,473 | 270,347 | 278,458 | 286,811 | 295,416 | 304,278 | 313,407 | 322,809 | 332,493 | 342,468 | 352,742 | 363,324 | 1,530 |
| SUBTOTAL | 4,682,672 | 4,823,152 | 4,967,847 | 5,116,882 | 5,270,389 | 5,428,500 | 5,591,355 | 5,759,096 | 5,931,869 | 6,109,825 | 6,293,120 | 6,481,913 | 6,676,371 | 6,876,662 | 7,082,962 | 29,826 |
| Minus Vacancy (5%) | (234,134) | (241,158) | (248,392) | (255,844) | (263,519) | (271,425) | (279,568) | (287,955) | (296,593) | (305,491) | (314,656) | (324,096) | (333,819) | (343,833) | (354,148) | -1,491 |
| | | | | | | | | | | | | | | | | |
| **(A) Income** | **4,448,538** | **4,581,995** | **4,719,454** | **4,861,038** | **5,006,869** | **5,157,075** | **5,311,787** | **5,471,141** | **5,635,275** | **5,804,334** | **5,978,464** | **6,157,818** | **6,342,552** | **6,532,829** | **6,728,813** | 28,335 |
| OPERATING EXPENSES | | | | | | | | | | | | | | | | 0 |
| Payroll (Property Mgr) | 65,000 | 68,250 | 71,663 | 75,246 | 79,008 | 82,958 | 87,106 | 91,462 | 96,035 | 100,836 | 105,878 | 111,172 | 116,731 | 122,567 | 128,696 | 414 |
| Utilities | 226,000 | 237,300 | 249,165 | 261,623 | 274,704 | 288,440 | 302,862 | 318,005 | 333,905 | 350,600 | 368,130 | 386,537 | 405,864 | 426,157 | 447,465 | 1,439 |
| Grounds | 82,000 | 86,100 | 90,405 | 94,925 | 99,672 | 104,655 | 109,888 | 115,382 | 121,151 | 127,209 | 133,569 | 140,248 | 147,260 | 154,623 | 162,354 | 522 |
| Repairs & Maintenance | 219,800 | 230,790 | 242,330 | 254,446 | 267,168 | 280,527 | 294,553 | 309,281 | 324,745 | 340,982 | 358,031 | 375,933 | 394,729 | 414,466 | 435,189 | 1,400 |
| Advertising/Marketing | 1,000 | 1,050 | 1,103 | 1,158 | 1,216 | 1,276 | 1,340 | 1,407 | 1,477 | 1,551 | 1,629 | 1,710 | 1,796 | 1,886 | 1,980 | 6 |
| Administrative | 26,000 | 27,300 | 28,665 | 30,098 | 31,603 | 33,183 | 34,842 | 36,585 | 38,414 | 40,335 | 42,351 | 44,469 | 46,692 | 49,027 | 51,478 | 166 |
| Management Fees - 4% | 177,942 | 183,280 | 188,778 | 194,442 | 200,275 | 206,283 | 212,471 | 218,846 | 225,411 | 232,173 | 239,139 | 246,313 | 253,702 | 261,313 | 269,153 | 1,133 |
| PILOT | 85,000 | 89,250 | 93,713 | 98,398 | 103,318 | 108,484 | 113,908 | 119,604 | 125,584 | 131,863 | 138,456 | 145,379 | 152,648 | 160,280 | 168,294 | 541 |
| Insurance | 277,200 | 291,060 | 305,613 | 320,894 | 336,938 | 353,785 | 371,475 | 390,048 | 409,551 | 430,028 | 451,530 | 474,106 | 497,811 | 522,702 | 548,837 | - 1,766 |
| Replacement Reserve | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 500 |
| **(B) EXPENSES** | **1,238,442** | **1,292,880** | **1,349,933** | **1,409,729** | **1,472,402** | **1,538,092** | **1,606,945** | **1,679,118** | **1,754,772** | **1,834,078** | **1,917,213** | **2,004,366** | **2,095,733** | **2,191,521** | **2,291,945** | 7,888 |
| **Expense per unit** | **7,888** | **8,235** | **8,598** | **8,979** | **9,378** | **9,797** | **10,235** | **10,695** | **11,177** | **11,682** | **12,212** | **12,767** | **13,349** | **13,959** | **14,598** | 50 |
| NET OPERATING INCOME | | | | | | | | | | | | | | | | 0 |
| (A) Income | 4,448,538 | 4,581,995 | 4,719,454 | 4,861,038 | 5,006,869 | 5,157,075 | 5,311,787 | 5,471,141 | 5,635,275 | 5,804,334 | 5,978,464 | 6,157,818 | 6,342,552 | 6,532,829 | 6,728,813 | 28,335 |
| (B) Expenses | (1,238,442) | (1,292,880) | (1,349,933) | (1,409,729) | (1,472,402) | (1,538,092) | (1,606,945) | (1,679,118) | (1,754,772) | (1,834,078) | (1,917,213) | (2,004,366) | (2,095,733) | (2,191,521) | (2,291,945) | -7,888 |
| **NET OPERATING INCOME** | **3,210,097** | **3,289,115** | **3,369,521** | **3,451,309** | **3,534,467** | **3,618,984** | **3,704,842** | **3,792,023** | **3,880,503** | **3,970,256** | **4,061,251** | **4,153,452** | **4,246,819** | **4,341,308** | **4,436,868** | 20,446 |
| | | | | | | | | | | | | | | | | 0 |
| **DEBT SERVICE COVERAGE** | | | | | | | | | | | | | | | | 0 |
| (A) Net Operating Income | 3,210,097 | 3,289,115 | 3,369,521 | 3,451,309 | 3,534,467 | 3,618,984 | 3,704,842 | 3,792,023 | 3,880,503 | 3,970,256 | 4,061,251 | 4,153,452 | 4,246,819 | 4,341,308 | 4,436,868 | 20,446 |
| (B) Annual Debt Service | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 3,279 |
| **(C) NET INCOME** | **731,370** | **810,388** | **890,795** | **972,582** | **1,055,741** | **1,140,257** | **1,226,115** | **1,313,296** | **1,401,776** | **1,491,529** | **1,582,524** | **1,674,725** | **1,768,092** | **1,862,581** | **1,958,141** | |
| **(D) Debt Service Coverage** | **1.30** | **1.33** | **1.36** | **1.39** | **1.43** | **1.46** | **1.49** | **1.53** | **1.57** | **1.60** | **1.64** | **1.68** | **1.71** | **1.75** | **1.79** | 0 |
| | | | | | | | | | | | | | | | | |

11/23/2015

15 YEAR PRO-FORMA (50/50 MIXED AMI)
TAX EXEMPT MCLA FUNDS ($10M)

ASSUMPTIONS:

a. Annual Rental Increases: 3%
b. Vacancy 5%
c. Annual Expense Increase: 5%

| Maximum Monthly Rental Rates | | | | |
|---|---|---|---|---|
| Unit Size | Low-80% | Med-100% | Mod-120% | Mid -140% |
| 2 Bedrooms | 1,571 | 1,965 | 2,358 | 2,751 |
| Per City Ord. Sec. 122-1466 | | | | |

SCHEDULE OF RENTAL/OTHER INCOME

| Market Income<br>Unit Type | # Units | Rents | Total | Annual Income |
|---|---|---|---|---|
| 2BR-1.5BA @ 80% | 40 | $1,571 | $62,840 | $754,080 |
| 2BR-1.5BA @ 100% | 38 | $1,965 | $74,670 | $896,040 |
| 2BR-1.5BA @ 120% | 79 | $2,358 | $186,282 | $2,235,384 |
| Subtotal | 157 | | $323,792 | $3,885,504 |
| TOTAL | 157 | | $323,792 | $3,885,504 |
| Interest Income | | | | |
| Miscellaneous Income & Excess Utilities | | | $240,200 | |
| TOTAL OTHER INCOME | | | | $240,200 |
| TOTAL INCOME | | | | $4,125,704 |

**SCHEDULE OF DEBT SERVICE**

| Mortgage Amt. (Tax Exempt) | Mo. P & I | |
|---|---|---|
| $46,000,000 | $206,561 | |
| ANNUAL DEBT SERVICE | | **$2,478,726.68** |
| First Mortgage Assumption: | | |
| Rate: | 3.50% | |
| Constant: | 0.0539 | |
| Term: | 30 years | |

| Mortgage Amt. | Mo. P & I | |
|---|---|---|
| | $0 | |
| ANNUAL DEBT SERVICE | | $0.00 |
| 2nd Mortgage Assumption: | | |
| Rate: | 0.00% | |
| Constant: | #DIV/0! | |
| Term | 30 years | |

**TOTAL ANNUAL DEBT SERVICE:** **$2,478,726.68**

| | |
|---|---|
| Sale Price: | $55,000,000.00 |
| Reserve: | $500,000.00 |
| Closing Cost: | $500,000.00 |
| Sub-total: | $56,000,000.00 |
| **MCLA** | **$10,000,000.00** |
| Total | $46,000,000.00 |

11/23/2015

15 YEAR PRO-FORMA (50/50 MIXED AMI)
TAX EXEMPT MCLA FUNDS ($10M)

| | 157 Units | FIFTEEN (15) YEAR OPERATING PROFORMA | | | | | | | | | | | | | | 1ST Year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **INCOME** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Year 6** | **Year 7** | **Year 8** | **Year 9** | **Year 10** | **Year 11** | **Year 12** | **Year 13** | **Year 14** | **Year 15** | Per Unit |
| Gross Rental Income | 3,885,504 | 4,002,069 | 4,122,131 | 4,245,795 | 4,373,169 | 4,504,364 | 4,639,495 | 4,778,680 | 4,922,040 | 5,069,701 | 5,221,792 | 5,378,446 | 5,539,800 | 5,705,994 | 5,877,173 | 24,748 |
| Other Income | 240,200 | 247,406 | 254,828 | 262,473 | 270,347 | 278,458 | 286,811 | 295,416 | 304,278 | 313,407 | 322,809 | 332,493 | 342,468 | 352,742 | 363,324 | 1,530 |
| SUBTOTAL | 4,125,704 | 4,249,475 | 4,376,959 | 4,508,268 | 4,643,516 | 4,782,822 | 4,926,306 | 5,074,096 | 5,226,318 | 5,383,108 | 5,544,601 | 5,710,939 | 5,882,267 | 6,058,735 | 6,240,497 | 26,278 |
| Minus Vacancy (5%) | (206,285) | (212,474) | (218,848) | (225,413) | (232,176) | (239,141) | (246,315) | (253,705) | (261,316) | (269,155) | (277,230) | (285,547) | (294,113) | (302,937) | (312,025) | -1,314 |
| | | | | | | | | | | | | | | | | |
| **(A) Income** | **3,919,419** | **4,037,001** | **4,158,111** | **4,282,855** | **4,411,340** | **4,543,681** | **4,679,991** | **4,820,391** | **4,965,002** | **5,113,953** | **5,267,371** | **5,425,392** | **5,588,154** | **5,755,799** | **5,928,473** | 24,964 |
| | | | | | | | | | | | | | | | | 0 |
| OPERATING EXPENSES | | | | | | | | | | | | | | | | |
| Payroll (Property Mgr) | 65,000 | 68,250 | 71,663 | 75,246 | 79,008 | 82,958 | 87,106 | 91,462 | 96,035 | 100,836 | 105,878 | 111,172 | 116,731 | 122,567 | 128,696 | 414 |
| Utilities | 226,000 | 237,300 | 249,165 | 261,623 | 274,704 | 288,440 | 302,862 | 318,005 | 333,905 | 350,600 | 368,130 | 386,537 | 405,864 | 426,157 | 447,465 | 1,439 |
| Grounds | 82,000 | 86,100 | 90,405 | 94,925 | 99,672 | 104,655 | 109,888 | 115,382 | 121,151 | 127,209 | 133,569 | 140,248 | 147,260 | 154,623 | 162,354 | 522 |
| Repairs & Maintenance | 219,800 | 230,790 | 242,330 | 254,446 | 267,168 | 280,527 | 294,553 | 309,281 | 324,745 | 340,982 | 358,031 | 375,933 | 394,729 | 414,466 | 435,189 | 1,400 |
| Advertising/Marketing | 1,000 | 1,050 | 1,103 | 1,158 | 1,216 | 1,276 | 1,340 | 1,407 | 1,477 | 1,551 | 1,629 | 1,710 | 1,796 | 1,886 | 1,980 | 6 |
| Administrative | 26,000 | 27,300 | 28,665 | 30,098 | 31,603 | 33,183 | 34,842 | 36,585 | 38,414 | 40,335 | 42,351 | 44,469 | 46,692 | 49,027 | 51,478 | 166 |
| Management Fees - 4% | 156,777 | 161,480 | 166,324 | 171,314 | 176,454 | 181,747 | 187,200 | 192,816 | 198,600 | 204,558 | 210,695 | 217,016 | 223,526 | 230,232 | 237,139 | 999 |
| PILOT | 85,000 | 89,250 | 93,713 | 98,398 | 103,318 | 108,484 | 113,908 | 119,604 | 125,584 | 131,863 | 138,456 | 145,379 | 152,648 | 160,280 | 168,294 | 541 |
| Insurance | 277,200 | 291,060 | 305,613 | 320,894 | 336,938 | 353,785 | 371,475 | 390,048 | 409,551 | 430,028 | 451,530 | 474,106 | 497,811 | 522,702 | 548,837 | 1,766 |
| Replacement Reserve | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 500 |
| **(B) EXPENSES** | **1,217,277** | **1,271,080** | **1,327,479** | **1,386,602** | **1,448,581** | **1,513,556** | **1,581,674** | **1,653,088** | **1,727,961** | **1,806,462** | **1,888,769** | **1,975,069** | **2,065,557** | **2,160,439** | **2,259,932** | 7,753 |
| **Expense per unit** | **7,753** | **8,096** | **8,455** | **8,832** | **9,227** | **9,640** | **10,074** | **10,529** | **11,006** | **11,506** | **12,030** | **12,580** | **13,156** | **13,761** | **14,394** | 49 |
| | | | | | | | | | | | | | | | | 0 |
| NET OPERATING INCOME | | | | | | | | | | | | | | | | |
| (A) Income | 3,919,419 | 4,037,001 | 4,158,111 | 4,282,855 | 4,411,340 | 4,543,681 | 4,679,991 | 4,820,391 | 4,965,002 | 5,113,953 | 5,267,371 | 5,425,392 | 5,588,154 | 5,755,799 | 5,928,473 | 24,964 |
| (B) Expenses | (1,217,277) | (1,271,080) | (1,327,479) | (1,386,602) | (1,448,581) | (1,513,556) | (1,581,674) | (1,653,088) | (1,727,961) | (1,806,462) | (1,888,769) | (1,975,069) | (2,065,557) | (2,160,439) | (2,259,932) | -7,753 |
| **NET OPERATING INCOME** | **2,702,142** | **2,765,921** | **2,830,632** | **2,896,253** | **2,962,760** | **3,030,125** | **3,098,317** | **3,167,303** | **3,237,041** | **3,307,490** | **3,378,602** | **3,450,323** | **3,522,597** | **3,595,359** | **3,668,541** | 17,211 |
| | | | | | | | | | | | | | | | | 0 |
| | | | | | | | | | | | | | | | | 0 |
| **DEBT SERVICE COVERAGE** | | | | | | | | | | | | | | | | |
| (A) Net Operating Income | 2,702,142 | 2,765,921 | 2,830,632 | 2,896,253 | 2,962,760 | 3,030,125 | 3,098,317 | 3,167,303 | 3,237,041 | 3,307,490 | 3,378,602 | 3,450,323 | 3,522,597 | 3,595,359 | 3,668,541 | 17,211 |
| (B) Annual Debt Service | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 2,478,727 | 3,279 |
| **(C) NET INCOME** | **223,415** | **287,195** | **351,905** | **417,526** | **484,033** | **551,398** | **619,591** | **688,576** | **758,314** | **828,763** | **899,875** | **971,597** | **1,043,870** | **1,116,633** | **1,189,814** | |
| **(D) Debt Service Coverage** | **1.09** | **1.12** | **1.14** | **1.17** | **1.20** | **1.22** | **1.25** | **1.28** | **1.31** | **1.33** | **1.36** | **1.39** | **1.42** | **1.45** | **1.48** | 0 |
| | | | | | | | | | | | | | | | | |

# CITY OF KEY WEST
# Work Force Housing
# Income and Rental Limits
# 2015

**Based on Monroe County Annual Median Income (AMI) for a family of four of $70,400**

| Household Size | Low 80% | Median 100% | Moderate 120% | Middle 140% |
|---|---|---|---|---|
| 1 Person | $ 48,900 | $ 61,200 | $ 73,440 | $ 85,680 |
| 2 Persons | $ 55,850 | $ 69,900 | $ 83,880 | $ 97,860 |
| 3 Persons | $ 62,850 | $ 78,600 | $ 94,320 | $ 110,040 |
| 4 Persons | $ 69,800 | $ 87,300 | $ 104,760 | $ 122,220 |
| 5 Persons | $ 75,400 | $ 94,300 | $ 113,160 | $ 132,020 |
| 6 Persons | $ 81,000 | $ 101,300 | $ 121,560 | $ 141,820 |
| 7 Persons | $ 86,600 | $ 108,300 | $ 129,960 | $ 151,620 |
| 8 Persons | $ 92,150 | $ 115,300 | $ 138,360 | $ 161,420 |

| Income Limits for Married or Domestic Partners | | | | |
|---|---|---|---|---|
| Household Size | Low 80% | Median 100% | Moderate 120% | Middle 140% |
| 2 Persons | $ 74,467 | $ 93,200 | $ 111,840 | $ 130,480 |
| 3 Persons | $ 83,800 | $ 104,800 | $ 125,760 | $ 146,720 |
| 4 Persons | $ 93,067 | $ 116,400 | $ 139,680 | $ 162,960 |
| 5 Persons | $ 100,533 | $ 125,733 | $ 150,880 | $ 176,027 |
| 6 Persons | $ 108,000 | $ 135,067 | $ 162,080 | $ 189,093 |
| 7 Persons | $ 115,467 | $ 144,400 | $ 173,280 | $ 202,160 |
| 8 Persons | $ 122,867 | $ 153,733 | $ 184,480 | $ 215,227 |

Per City Ord. Sec.122-1469(13)

| Maximum Monthly Rental Rates | | | | |
|---|---|---|---|---|
| Unit Size | Low 80% | Median 100% | Moderate 120% | Middle 140% |
| Efficiency | 1,223 | 1,530 | 1,836 | 2,142 |
| 1 Bedroom | 1,396 | 1,748 | 2,097 | 2,447 |
| 2 Bedrooms | 1,571 | 1,965 | 2,358 | 2,751 |
| 3 Bedrooms | 1,745 | 2,183 | 2,619 | 3,056 |
| 4 Bedrooms | 1,885 | 2,358 | 2,829 | 3,301 |

Per City Ord. Sec.122-1466 Definitions

Income limits are based upon figures provided by the
United States Department of Housing and Urban Developmwent and
published by Florida Housing Finance Corporation

# A P P R A I S A L  R E P O R T

**Property Type:**
157 UNIT RESIDENTIAL MULTI-FAMILY APARTMENT COMPLEX

**Commonly Known As:**

Peary Court At Key West
541 WHITE STREET
Key West, Florida 33040

**Prepared For:**

Mr. James K. Scholl, City Manager
City of Key West
P.O. Box 1409
Key West, FL 33041-1409

**Valuation Date:**

September 18, 2015

**Prepared By:**

James E. Wilson, MRICS, President
State-certified general appraiser
RZ2164

**APPRAISAL COMPANY OF KEY WEST**
**3144 Northside Drive, Suite 201**
**Key West, Florida 33040**

**OUR FILE NO.:** 220-15

APPRAISAL Co.
OF KEY WEST

3144 Northside Drive, Ste 201
Key West, FL 33040
Office: (305) 296-4563
Fax: (305) 922-2119

Website: fla-keysappraisals.com
E-mail: jim@fla-keysappraisals.com

October 28, 2015

Mr. James K. Scholl, City Manager
City of Key West
P.O. Box 1409
Key West, FL 33040

Subject: Appraisal Report of:
Peary Court At Key West
541 White Street
Key West, Monroe County, Florida 33040
Our File No.: 220-15

Dear Mr. Scholl:

I have performed an Appraisal Report and formed my opinion of the "As Is" Market Value of the above referenced property as of September 18, 2015. The assumptions and the real estate referenced above are more clearly defined in the General and Extraordinary Assumptions and Limiting Conditions plus in the Property Description section of this report. The attached Appraisal Report has been prepared to comply with my understanding of the requirements of the Uniform Standards of Professional Appraisal Practice.

The subject property is located in the "Old Town" section of Key West, specifically on the southerly side of Palm Avenue, the southeasterly side of Eaton Street, the easterly side of White Street, the northwesterly border of the City of Key West Cemetery, the northwesterly side of Angela Street and the southwesterly side of Eisenhower Drive. The subject property is surrounded mostly by residential uses with some commercial uses nearby on White Street and the Garrison Bight Marina on Palm Avenue and Eisenhower Drive to the Southeast. The subject improvements are located on a polygon, irregular-shaped, corner parcel fronting along the southerly side of Palm Avenue, the southeasterly side of Eaton Street, the easterly side of Street and the southwesterly side of Eisenhower Drive for a total site size of 1,053,434 square feet or 24.1835 acres. The subject site, however, does not include 2+ acres in the middle of the site, which will be retained by the seller for development of 48 affordable housing units. As a result, the net subject site area is approximately 22 acres, or 958,320 square feet. A survey, performed by F.H. Hildebrandt, Island Surveying 3152 Northside Drive, Key West, FL 33040 dated January 31, 2012 and a site plan performed by Allen E. Perez, P.E., Perez Engineering and Development, 1010 East Kennedy Drive Suite 201, Key West, FL 33040, dated July 29, 2015, were utilized for site size, dimensions and building measurements. Any deviations from these sizes would could result in a change in value.

The subject property consists of 49, 2-story wood frame townhouse buildings containing 157, 2-bedroom nontransient residential, units. The total gross rentable building area of the entire complex is 200,382 square feet. Each unit has a one carport with enclosed storage area measuring 351 square feet. The multi-family dwellings were constructed in 1996, according to the Monroe County Tax Appraiser's records. On the table below, a summary of the subject buildings, unit mix and grossing building areas are depicted:

**Peary Court at Key West**

**Gross Living Area Calculations and Unit Mix**

| Building # | Building and Bed/Bath Description | No. of Bldgs. | No. of Stories | No. of Units | Bldg. G.B.A. | Gross Rentable |
|---|---|---|---|---|---|---|
| Bldg. Type A | 4 Unit Townhouse-2/1.5 | 10 | 2 | 40 | 51,440 | 51,440 |
| Bldg. Type B | 3 Unit Townhouse-2/1.5 | 28 | 2 | 84 | 108,024 | 108,024 |
| Bldg. Type C | 2 Unit Townhouse-2/1.5 | 3 | 2 | 6 | 7,716 | 7,716 |
| Bldg. Type D | 4 Unit Townhouse w/1 H.C.-2/1.5, 2/1 | 3 | 2 | 12 | 14,862 | 14,862 |
| Bldg. Type E | 3 Unit Townhouse w/1 H.C. -2/1.5, 2/1 | 5 | 2 | 15 | 18,340 | 18,340 |
| | **Totals:** | **49** | | **157** | **200,382** | **200,382** |

Market Value is defined as the most probable price in cash (or its equivalency) for which the appraised property will sell in a competitive market under all conditions requisite to a fair sale. Market value assumes a normal or reasonable time for exposure on the open market.

This report contains the results of my investigation and analysis made in order to furnish an estimate of the *Market Value of the Fee Simple Interest* of the property described herein. The Fee Simple Interest is the unencumbered value of the subject property; basically, market rents and terms are considered with no regard to existing leases and terms. Since there are no long-term leases encumbering the subject property, and as the tenants are renting on an annual basis or less, a Leased Fee valuation was not applicable in the case at hand. Forty-eight of the existing 157 units are deed restricted as moderate affordable housing units; however, these restrictions will be removed once the new 48 affordable units are constructed (not part of this assignment). Per the City's request, I have valued the subject as an apartment complex with 157 market rate units and also as 157 units leased as moderate affordable (work-force) housing. The reader is cautioned that a title search was not made; thus, no other encumbrances are considered herein.

Based on analysis of market data, inspection, and research, it is my opinion that the *"As Is" Market Value of the Fee Simple Interest* of Subject Property commonly known as the Peary Court At Key West, 541 White Street, Key West, Monroe County, Florida, subject to moderate affordable housing rental restrictions for all 157 units, and also subject to definitions, assumptions and limiting conditions, as of September 18, 2015 is:

**FIFTY THREE MILLION DOLLARS**
**($53,000,000)**

In addition, based on analysis of market data, inspection, and research, it is my opinion that the *"As Is" Market Value of the Fee Simple Interest* of Subject Property commonly known as the Peary Court At Key West, 541 White Street, Key West, Monroe County, Florida, subject to market rate rentals all 157 units, and also subject to definitions, assumptions and limiting conditions, as of September 18, 2015 is:

**FIFTY SEVEN MILLION DOLLARS**
**($57,000,000)**

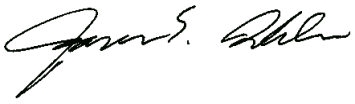
Finally, based on research analysis of market data, site visit and research, it is my opinion that the *"As Is " Market Value (Discounted Sellout/Bulk Sale)* of the Subject Property known as Peary Court At Key West, 541 White Street, subject to definitions, assumptions and limiting conditions, as of September 18, 2015 is:

**FIFTY SEVEN MILLION DOLLARS**
**($57,000,000)**

The valuation herein does <u>not</u> consider any fixtures and equipment other than the typical residential kitchen appliances within the apartments, which I have estimated to have a contributory value of $120,000.

A Summary of Facts and Conclusions is provided in the front of this report in Part I. The Assumptions and Limiting Conditions, as well as the Certification of Value may also be found in Part I. If you have any questions regarding this appraisal report, feel free to contact me. Thank you for giving me the opportunity to provide this service for you.

Respectfully submitted,



James E. Wilson, MRICS, President
State-certified general appraiser
RZ2164

MERIDIAN
APPRAISAL GROUP

**AN APPRAISAL REPORT OF**

THE PEARY COURT APARTMENTS, A MIXED-INCOME
APARTMENT COMPLEX LOCATED AT
541 WHITE STREET, KEY WEST, FLORIDA 33040

**PREPARED FOR**

CITY OF KEY WEST
3132 FLAGLER AVENUE
KEY WEST, FLORIDA 33040

**ATTN: MR. JIM SCHOLL, CITY MANAGER**

**LOCATION COORDINATES**

LONGITUDE: -81.79319 LATITUDE: 24.56086

**DATE OF VALUATION**

SEPTEMBER 14, 2015

**DATE OF REPORT**

OCTOBER 12, 2015

**PREPARED BY**
**MERIDIAN APPRAISAL GROUP, INC.**

ROBERT VON, PRESIDENT
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ 1604

ERICA A. ERNST, ASSOCIATE APPRAISER
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ 3560

MERIDIAN
APPRAISAL GROUP

1331 Sundial Point
Winter Springs, Florida 32708
Tel 407.875.6933
Fax 407.875.1061

October 12, 2015

Mr. Jim Scholl, City Manager
City of Key West
3132 Flagler Avenue
Key West, Florida 33040

**Re: Appraisal of the 157 unit mixed income apartment complex located at 541 White Street, Key West, Florida 33040**.

**Meridian File No: 15-PNI**

Dear Mr. Scholl:

As requested, we have made the necessary investigations and analyses to appraise the Peary Court apartment complex built in 1996 and 95% occupied. The improvements consist of a 157 unit complex situated on a 24.18 acre site. The property is about 19 years old and appears to be in Average condition. As of the date of our inspection, all units were reportedly rentable. The property is considered a Class B improvement in the local area.

Currently, the subject property sets aside 48 units designated as Work Force affordable housing. The subject's Work Force Housing designation is designed to create moderate rents for the subject property, with each tenant required to have their income fall within a certain range (please see Addenda for Work Force Housing Rent and Income Limits). The current Work Force Housing rental rates vary per unit but average $2,325 per month. The City of Key West Housing Authority has proposed to operate the subject property as a 100% Work Force Housing project.

The subject property is further described and identified by both legal and narrative descriptions within the text of the following appraisal report.

The purpose of this appraisal was to estimate the market value of the Leased Fee interest in the subject property, as if an un-restricted market rate property and as proposed to be restricted as 100% Work Force Housing. Since the subject property is already at stabilization, we have provided the values of the property as is. We also valued the subject property as if it were a for-sale condominium project. The date of valuation is September 14, 2015.

The intended use of this appraisal is for internal decision making. The intended user of this report is City of Key West to the attention of Jim Scholl, City Manager. No other use or users are intended.

Market value, leased fee interest and other appraisal terms are defined within the text of the following appraisal report.

General Assumptions and Limiting Conditions concerning the valuation of the subject property can be found following this section of the report. This is an Appraisal Report prepared under Standards Rule 2-2(a) and performed under Standard Rule 1 of the Uniform Standards of Professional Appraisal Practice (USPAP).

We have formed the opinion that the hypothetical market value of the Leased Fee interest in the subject property as an un-restricted market rent property, in it's as is condition, assuming any deferred maintenance is cured, including $157,000 in personal property, based on market conditions prevailing on September 14, 2015, was:

**FIFTY SEVEN MILLION SEVENTY THOUSAND DOLLARS**
**($57,070,000)***

We have formed the opinion that the hypothetical market value of the Leased Fee interest in the subject property, as proposed to be restricted as 100% Workforce Housing, in it's as is condition, assuming any deferred maintenance is cured, including $157,000 in personal property, and with market financing, based on market conditions prevailing on September 14, 2015, was:

**FIFTY FOUR MILLION TWO HUNDRED TEN THOUSAND DOLLARS**
**($54,210,000)***

We have formed the opinion that the hypothetical market value of the Leased Fee interest in the subject property, as a for-sale condominium property, in it's as is condition, assuming any deferred maintenance is cured, including $157,000 in personal property, based on market conditions prevailing on September 14, 2015, was:

**FIFTY THREE MILLION TWO HUNDRED TWENTY THOUSAND DOLLARS**
**($53,220,000) ***

The following report was prepared in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. As such, it conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) that became effective January 1, 2015. This report meets or exceeds the guidelines of Federal, Financial Institutions Reform, Recovery and Enforcement Act of 1989 (Title XI of FIRREA) and subsequent updates, as issued by the Office of the Comptroller of Currency.

Based upon the steps and investigations taken to appraise the subject property, we are of the opinion we have complied with the Competency Provision of USPAP, as required by the FIRREA Act of 1989 and subsequent updates. This letter of transmittal precedes the appraisal report, further describing the subject property and containing the reasoning and pertinent data leading to the final value estimates.

Respectfully submitted,
**Meridian Appraisal Group, Inc.**

Robert Von, President
State-Certified General Real Estate Appraiser RZ 1604

Erica A. Ernst, Associate Appraiser
State-Certified General Real Estate Appraiser RZ 3560

RV:EAE:dmh

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: Planning & Env. Resources
Bulk Item: Yes x No Staff Contact /Phone #: Beth Bergh/289-2511

**AGENDA ITEM WORDING:**
Approval of the selected contractor, Earth Tech Enterprises, Inc., and contract for a habitat restoration project within Dagny Johnson Key Largo Hammock Botanical State Park as mitigation for the construction of the Key Largo Wastewater Treatment District (KLWTD) wastewater treatment plant.

**ITEM BACKGROUND:** During the permitting of the KLWTD wastewater treatment plant, the US Fish and Wildlife Service required payment of $718,504 in mitigation fees into the Monroe County Environmental Land Management and Restoration Fund (Fund 160). The fees must be used to restore a minimum of 4.2 acres of tropical hardwood hammock habitat at a USFWS-approved site on Key Largo. The USFWS approved project involves removing fill, structures, and roads within Dagny Johnson Key Largo Hammock Botanical State Park. A Request for Proposals for a contractor to perform the restoration work was originally advertised in late 2013. However, the Board ultimately rejected all proposals and approved the re-advertisement of the project. The revised RFP was re-advertised with a closing date of December 10, 2015. A selection committee met in a publicly advertised meeting on January 6, 2016 to evaluate the proposals. Based on review of three (3) proposals, the selection committee recommends Earth Tech Enterprises, Inc., the second lowest bidder, as the selected contractor on this project. Earth Tech Enterprises had more experience on similar restoration projects than the lowest bidder.

**PREVIOUS RELEVANT BOCC ACTION:**
Resolution 360-2005 – authorized the County Land Steward to take over and complete the mitigation obligations of the Key Largo Wastewater Treatment District.
July 18, 2012 – BOCC approved advertisement of RFP for restoration work.
May 13, 2013 – BOCC approved a contract with Metric Engineering to act as project manager.
January 31, 2014 – BOCC approved rejection of all proposals and re-advertisement of RFP for restoration work.
July 15, 2015 – BOCC approved an agreement with the FDEP allowing Monroe County to perform habitat restoration work within Dagny Johnson Key Largo Hammock State Park

**CONTRACT/AGREEMENT CHANGES:** NA

**STAFF RECOMMENDATIONS:** Approval

**TOTAL COST:** $664,000 **INDIRECT COST:** _____ **BUDGETED:** Yes x No
**DIFFERENTIAL OF LOCAL PREFERENCE:** NA

**COST TO COUNTY:** $664,000 **SOURCE OF FUNDS:** Fund 160 (cost center 52004)

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

**APPROVED BY:** County Attorney STW 1119 OMB/Purchasing CB Risk Management 1/18
**DOCUMENTATION:** Included x Not Required
**DISPOSITION:** _____ **AGENDA ITEM #**_____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Earth Tech Enterprises, Inc. Contract #

Effective Date: Upon Execution

Expiration Date:

Contract Purpose/Description:

Contract with Earth Tech Enterprises, Inc. to complete a habitat restoration project within Dagny Johnson Key Largo Hammock State Botanical Park as mitigation for the construction of the Key Largo Wastewater Treatment Plant

Contract Manager: Beth Bergh (Name) 2511 (Ext.) Planning & Env. Resources / 11 (Department/Stop #)

for BOCC meeting on February 10, 2016

Agenda Deadline: January 26, 2016

## CONTRACT COSTS

Total Dollar Value of Contract: $ 664,000 Current Year Portion: $ 664,000

Budgeted? Yes ☒ No ☐ Account Codes: 160 - 52004 _____ - _____ - _____

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 | 1/21/16 | Yes ☐ No ☒ | | 1/22/16 |
| Risk Management | 1-19-16 | Yes ☐ No ☒ | | 1-19-16 |
| O.M.B./Purchasing | 1/19/16 | Yes ☐ No ☑ | Cathy Brackel | 1/19/16 |
| County Attorney | 1/19 | Yes ☐ No ☒ | Stan Williams | 1/19/16 |

Comments: _____

OMB Form Revised 2/27/01 MCP #2

MONROE COUNTY REQUEST FOR PROPOSALS
HABITAT RESTORATION WITHIN DAGNY JOHNSON STATE PARK

FINAL RANKING SHEET

| | | ABC Construction, Inc. | Earth Tech Enterprises, Inc. | Adventure Environmental, Inc. |
|---|---|---|---|---|
| Mark Rosch | Total Score | 119 | 127 | 111 |
| | Rank | 2 | 1 | 3 |
| Trudy Ferraro | Total Score | 117 | 130 | 118 |
| | Rank | 3 | 1 | 2 |
| Paul Rice | Total Score | 125 | 127 | 116 |
| | Rank | 2 | 1 | 3 |
| Beth Bergh | Total Score | 124 | 126 | 117 |
| | Rank | 2 | 1 | 3 |
| TOTAL POINTS | | 485 | 510 | 462 |
| RANKING (Cumulative) | | 9 | 4 | 11 |
| RANKING (OVERALL) | | 2 | 1 | 3 |

Signature of Selection Committee Member — Date 1/6/16

Signature of Selection Committee Member — Date 1/6/16

Signature of Selection Committee Member — Date 1/6/16

Signature of Selection Committee Member — Date 1/6/16

REQUEST FOR PROPOSALS - HABITAT RESTORATION PROJECT WITHIN DAGNY JOHNSON KEY LARGO HAMMOCK STATE PARK

SELECTION COMMITTEE

January 6, 2016 Meeting Minutes

The selection committee for the Habitat Restoration Project within Dagny Johnson Key Largo Hammock State Park RFP met on Wednesday, January 6, 2016 at 10 a.m. at the Monroe County Government Center, 2798 Overseas Highway, Marathon, Florida. The following members were present: Beth Bergh, Monroe County Land Steward; Mark Rosch, Executive Director of the Monroe County Land Authority; Trudy Ferraro, Park Biologist – Florida Park Service; and Paul Rice, Park Manager - Florida Park Service. Two members of the public were also in attendance.

The selection committee reviewed the proposed project and scoring criteria. The budget for the proposed project is $605,000 (as stated in the RFP).

The responses included the following prices:

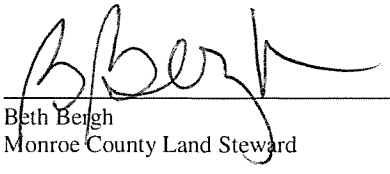
| | ABC Construction, Inc. | Adventure Environmental, Inc. | Earth Tech Enterprises, Inc |
|---|---|---|---|
| Price | $790,000 | $1,060,000 | $838,000 |

The committee reviewed all proposals and discussed each scoring criterion, including the cost proposal and the relevant experience of each respondent. Since none of the proposals came within the budgeted amount, the committee discussed what aspects of the project could be completed under each proposal.

After discussion, each committee member, working independently, scored the three responses. The final ranking was: 1. Earth Tech Enterprises, Inc.; 2. ABC Construction, Inc.; and 3. Adventure Environmental, Inc.

The selection committee unanimously agreed that Earth Tech Enterprises, Inc. should be recommended to the Monroe County Board of County Commissioners as the selected contractor for this project. Additionally, the selection committee agreed that if a contract could not be negotiated with Earth Tech Enterprises, Inc. then the County should attempt to negotiate a contract with the next bidder, ABC Construction, Inc.

There being no further business, the meeting was adjourned at approximately 12 pm.

Minutes prepared by: 

Beth Bergh
Monroe County Land Steward

CONTRACT BETWEEN
MONROE COUNTY AND EARTH TECH ENTERPRISES, INC.

THIS CONTRACT (the "Contract" or "Agreement") is made and entered into by Monroe County ("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 Earth Tech Enterprises, Inc., the ("CONTRACTOR"), whose address is: 5425 Golden Gate Parkway, Suite 3, Naples, Florida 34116, its successors and assigns.

WITNESSETH:

WHEREAS, COUNTY desires to employ the CONTRACTOR to complete the restoration of native habitat at the Port Bougainville site, located within Dagny Johnson Key Largo Hammock State Park ("Park"), in North Key Largo, by removing abandoned structures, fill, pavement, and by planting native vegetation; and

WHEREAS, the restoration project is in the public interest of Monroe County, including residents, visitors; and

WHEREAS, CONTRACTOR has agreed to provide professional services which are defined in the Scope of Work, attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, The CONTRACTOR has reviewed and agrees to comply with the Agreement dated August 31, 2015, between the COUNTY and Florida Department of Environmental Protection, Division of Recreation and Parks (DRP) and take the provision of that agreement into consideration in any proposal, the Agreement is attached hereto as part of the Scope of Work, Exhibit "A"; 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 is hereby acknowledged, COUNTY and CONTRACTOR hereby agree as follows:

## ARTICLE 1

### 1.1 REPRESENTATIONS AND WARRANTIES

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

**1.1.1** The CONTRACTOR is professionally qualified to complete the Project;

**1.1.2** The CONTRACTOR hereby acknowledges that the COUNTY may not complete the entire project as listed in the Scope of Work. The determination of which portions shall be completed shall be in the sole discretion of the COUNTY. COUNTY shall not be responsible to the CONTRACTOR in any manner for any portion of the Project Scope of Work eliminated by the COUNTY. The CONTRACTOR shall be notified if any portion of the Scope of Work is eliminated as soon as the decision has been made or as soon thereafter as is practical. Payments will only reflect the work completed. No payments will be made for portions of the Scope of Work eliminated;

1.1.3 The CONTRACTOR shall maintain all necessary licenses, permits or other authorizations necessary to act as CONTRACTOR for the Project until the CONTRACTOR'S duties hereunder have been fully satisfied and shall immediately provide copies of such licenses for all its personnel to the Monroe County Land Steward prior to beginning work on the project, and to immediately update the provided licenses if changed during the course of the work;

1.1.4 The CONTRACTOR has become familiar with the Project site and the local conditions under which the Work is to be completed;

1.1.5 The CONTRACTOR assumes full responsibility to the extent allowed by law with regards to its performance and those individuals under its employ;

1.1.6 The CONTRACTOR'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project;

1.1.7 CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR, agents, or subcontractors shall be subject to the supervision of CONTRACTOR. In providing the services, CONTRACTOR and its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the COUNTY or DRP, nor shall they accrue any of the rights or benefits of a COUNTY employee or employee of the State of Florida.

## ARTICLE II
## SCOPE OF WORK

### 2.1 DEFINITION

CONTRACTOR's contract services, known as the Scope of Work, consist of those described in the attached Exhibit "A" for the restoration of native habitat at the Port Bougainville site, located within Dagny Johnson Key Largo Hammock State Park ("Park"), in North Key Largo, by removing abandoned structures, fill, pavement and by planting native vegetation. The CONTRACTOR shall commence work on the services provided for in this Agreement within 10 days upon its receipt of a written notice to proceed from the COUNTY.

### 2.2 CONTRACT SERVICES INCLUDED

(A) The CONTRACTOR shall familiarize itself with the Agreement dated August 31, 2015, between the County and Florida Department of Environmental Protection, Division of Recreation and Parks (DRP) and shall act in concurrence with that agreement and require all others including all subcontractors to abide by that Agreement, the Agreement is attached hereto and made a part hereof as part of Exhibit "A".

(B) CONTRACTOR's services, also known as the Scope of Work, shall consist of the requirements in this contract and those detailed in Exhibit "A", attached hereto and made a part hereof.

### 2.3 SCHEDULE

The CONTRACTOR shall submit a work schedule for review and approval by the Monroe County Land Steward, in accordance with Sections 4 and 16 of the Scope of Work "Exhibit A".

**2.4 CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES**

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

**2.5 WRITTEN 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 requested, or by courier with proof of delivery. All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONTRACTOR. The correspondence shall be directed to:

Monroe County Land Steward
2798 Overseas Highway STE 400
Marathon, Florida 33050

and:

Roman Gastesi
County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040

Notice to the CONTRACTOR shall be delivered to:

Christopher Gehring
President
Earth Tech Enterprises, Inc.
5425 Golden Gate Pkwy, Suite 3
Naples, Florida 34116

## ARTICLE III
## ADDITIONAL SERVICE

**3.1** The services described in this Article III are not included in Scope of Work. They shall be paid for by the Board of County Commissioners as an addition to the compensation paid for the Scope of Work, but only if approved by the Board of County Commissioners prior to their commencement, and are as follows:

**(A)** Providing services of CONTRACTOR for other than the previously listed in the Scope of Work and pursuant to written approval by CONTRACTOR and COUNTY.

**3.2** If Additional Services are required, the COUNTY shall issue a letter requesting and describing the requested services to the CONTRACTOR. Only after receiving a formal amendment to the Agreement, approved by the Board of County Commissioners, and a notice to proceed from the COUNTY, shall the CONTRACTOR proceed with the Additional Services.

**(A)** Before contemplating any additional services, the CONTRACTOR shall respond by providing the COUNTY with a fee proposal to perform the requested services.

## ARTICLE IV
## COUNTY'S RESPONSIBILITIES

**4.1** COUNTY shall provide the CONTRACTOR with the following documents (all can be found as attachments to Exhibit A):

- Attachment A: Updated USFWS Biological Opinion for the project, dated May 8, 2015;
- Attachment B with Exhibits: Restoration Agreement between FDEP and Monroe County to authorize the County-funded restoration project within the State's property. Exhibit A to this agreement is a State Park document titled "North Key Largo Restoration Project". Exhibit B to this agreement is the May 8, 2015 US FWS Biological Opinion pertaining to the project (see Attachment A);
- Attachment C: North Key Largo Hammock Restoration Project Design and Specifications prepared by Wade Trim;
- Attachment D: Project Site Plans by Wade Trim;

***NOTE:*** *Attachments C and D are provided for general information about the project site only. Information concerning payment, pay items, and required specifications/procedures do not apply to this project. The 0.15 acre fill removal area at Port Bougainville and the Nike Radar and Old Roads sites hove been eliminated from the scope. Specific construction scope items, methodologies, and recommended equipment, may or may not be in agreement with the May 8, 2015 US FWS Biological Opinion for the project, which takes precedence.*

- Attachment E: Lead Based Paint Survey Report for Port B;
- Attachment F: Asbestos Survey for Port B;
- Attachment G: Site Maps

**4.2** COUNTY shall designate Monroe County Land Steward to act on the COUNTY'S behalf with respect to the CONTRACTOR. The COUNTY shall render decisions in a timely manner pertaining to documents submitted by the CONTRACTOR in order to avoid unreasonable delay in the orderly and sequential progress of the CONTRACTOR'S services. It is expressly acknowledged that the COUNTY will utilize a Project Manager on this project and CONTRACTOR shall be directly supervised by Project Manager. CONTRACTOR hereby acknowledges that when approval by the Board of County Commissioners is required the time for approval may be lengthened due to the constraints of County policy, ordinance, meeting dates, or agenda deadlines.

**4.3** Prompt written notice shall be given by COUNTY, through Monroe County Land Steward to CONTRACTOR if COUNTY becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.6.

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

4.5 The COUNTY'S review of any documents prepared by the CONTRACTOR 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 CONTRACTOR of responsibility for the accuracy, adequacy, fitness, suitability, or coordination of its work product.

## ARTICLE V
## INDEMNIFICATION AND HOLD HARMLESS

The CONTRACTOR covenants and agrees to indemnify, and hold harmless Monroe County and Monroe County Board of County Commissioners, Florida Department of Environmental Protection, Division of Recreation and Parks (DRP), and their officers, employees, agents, and servants, from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Monroe County or the State of Florida, and any other losses, damages, and expenses (including attorney's fees) which arise out of, are in connection with, or by reason of services provided by CONTRACTOR, occasioned by the negligence, errors, or other wrongful act or omission of the CONTRACTOR, or its officers, employees, servants and agents.

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

This indemnification shall survive the expiration or earlier termination of the Agreement.

## ARTICLE VI
## PERSONNEL

### 6.1 PERSONNEL

The CONTRACTOR 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 |
|---|---|
| _____ | Superintendent |
| _____ | _____ |

So long as the individuals named above remain actively employed or retained by the CONTRACTOR, they shall perform the functions indicated next to their names. If they are replaced CONTRACTOR shall notify COUNTY of the change immediately. All personnel assigned by the CONTRACTOR to perform any service concerning the project shall execute the following forms, original signed forms and licenses shall be delivered to COUNTY prior to beginning any work on the project:

Lobbying and Conflict of Interest Clause
Non-Collusion Affidavit
Drug Free Workplace Form
Copies of all professional and occupational licenses shall be submitted

## ARTICLE VII
## COMPENSATION

### 7.1 CONTRACT SUM

(A) The COUNTY shall pay the CONTRACTOR for performance of this Agreement an amount not to exceed Six Hundred and Sixty Four Thousand Dollars ($664,000).

(B) The CONTRACTOR hereby acknowledges and agrees that the County may not complete the entire project as listed on the Scope of Work. The determination of which portions of the project are completed shall be in the sole discretion of the COUNTY. County shall not be responsible to the CONTRACTOR for compensation related to a portion of the project eliminated from the project by the COUNTY. The CONTRACTOR shall be notified if any portion of the project is eliminated as soon as the decision has been made, or as soon thereafter, as is practical. Payments will be made for the work required by the COUNTY and completed by the CONTRACTOR.

### 7.2 PAYMENTS

The CONTRACTOR shall be paid upon completion of the following items, as indicated in the table below. The corresponding price indicated in the table shall be paid upon completion of each item and verification by the County. There are no reimbursable expenses. The County may require the items listed below to be done in any order in consultation with the CONTRACTOR.

| Item | Description (acreages are approximate) | Price |
|---|---|---|
| 1 | Restoration of Restaurant and Tunnel (1.3 acres) | $220,400 |
| 2 | Restoration of Tennis Courts (1.21 acres) | $131,100 |
| 3 | Restoration of House / Duplex (0.45 acres) | $172,900 |
| 4 | Restoration of Roads / Asphalt (2.15 acres) | $33,250 |
| 5 | Restoration of Bathhouse (0.30 acres) | $56,525 |
| 6 | Native Planting (300 specimens max) | $16,625 |
| 7 | Project Completion | $33,200 |

**7.2.1** Unless otherwise provided for in paragraph 7.1 above, for its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONTRACTOR shall be paid pursuant to the Florida Prompt Payment Act.

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

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

**7.2.2** The CONTRACTOR hereby acknowledges and agrees that some portions of the Project may be deleted due to the requirements of the US Fish and Wildlife Service. If such deletions are required then this Contract shall be amended to reduce the Scope of Work and associated compensation.

**7.3 REIMBURSABLE EXPENSES**

All expenses, including but not limited to travel, lodging, food, mileage, parking, and printing shall be borne by the CONTRACTOR and shall not be reimbursed under this Contract.

**7.4 LIQUIDATED DAMAGES**

The Contractor shall commence performance of this Contract within ten (10) calendar days after the date of issuance of the Notice to Proceed by the COUNTY. Once commenced, Contractor shall diligently continue performance until completion of the Project.

Liquidated damages will be based on the approved Work Schedule under Section 2.3 of this Contract, including all COUNTY approved extensions in time as set forth in the Scope of Work. If the CONTRACTOR exceeds the approved Work Schedule, then 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 COUNTY shall be an extension of time on the Contract.

7.5 **BUDGET**

7.5.1 The CONTRACTOR may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by COUNTY'S Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the COUNTY'S Board of County Commissioners.

7.5.2 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 CONTRACTOR shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONTRACTOR'S failure to purchase or maintain the required insurance, the CONTRACTOR shall indemnify the COUNTY from any and all increased expenses resulting from such delay.

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 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.

8.3 CONTRACTOR 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 One Million Dollars ($1,000,000) Bodily Injury by Accident, One Million Dollars ($1,000,000) Bodily Injury by Disease, policy limits, One Million Dollars ($1,000,000) Bodily Injury by 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) combined single limit. If split limits are provided, the minimum limits acceptable shall be Five Hundred Thousand Dollars ($500,000) per person, One Million Dollars ($1,000,000) per occurrence, One Hundred Thousand Dollars ($100,000) property damage.

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 CONTRACTOR or any of its employees, agents or subcontractors, personnel or subconsultants. Coverage shall include, as a minimum: Premises and/or Operations; Products and Completed Operations; Blanket Contractual Liability; Personal Injury Liability: and an Expanded Definition of Property Damage. The minimum limits acceptable are One Million Dollars ($1,000,000) per

occurrence. If split limits are provided, the minimum limits acceptable shall be Five Hundred Thousand Dollars ($500,000) per person, One Million Dollars ($1,000,000) per occurrence, One Hundred Thousand Dollars ($ 100,000) property damage.

E. Pollution liability insurance of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate. If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

F. COUNTY, Florida Department of Environmental Protection, Division of Recreation and Parks (DRP), and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, shall be named as an additional insured with respect to CONTRACTOR'S liabilities hereunder in insurance coverage identified in Paragraphs C, D and E.

G. CONTRACTOR shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including those naming the COUNTY as an additional insured by Section 12.1.3 including any subsection thereunder. The COUNTY reserves the right to require a certified copy of such policies upon request.

## 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 CONTRACTOR for this Project shall become the property of the COUNTY upon payment in whole and in part of sums due CONTRACTOR and may be reproduced and copied without acknowledgement or permission of the CONTRACTOR.

### 9.3 SUCCESSORS AND ASSIGNS

The CONTRACTOR shall not assign its right hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the COUNTY. 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

Either party hereto may terminate this Agreement upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. The COUNTY may terminate this Agreement without cause upon giving seven (7) days written notice to the CONTRACTOR. If the COUNTY utilizes this provision, the termination shall supersede any obligation under paragraph 9.15. Termination expenses shall be paid until date of termination and any additional services required in order to stop performance of services, subject to audit for verification.

9.6 CONTRACT DOCUMENTS

This contract consists of this Agreement and its Exhibits, the CONTRACTOR'S response to the Request for Proposals for Professional Service by Contractors or Individuals for a Habitat Restoration Project within Dagny Johnson Key Largo Hammock State Park, Monroe County, Florida. In the event of any conflict between any of the contract documents, the one imposing the greater burden on the CONTRACTOR 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 proposal on contracts 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 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. It is the sole responsibility of CONTRACTOR to notify COUNTY if he is on the convicted vendor list. Failure to do so constitutes a complete breach of contract and automatic termination of this contract as of the date that the CONTRACTOR is placed on the list; and each party agrees that no compensation under this agreement is to be paid as of the date that the CONTRACTOR is placed on the list.

By signing this Agreement, CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY'S competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it or any 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 CONTRACTOR has been placed on the convicted vendor list.

**CONTRACTOR 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

CONTRACTOR shall maintain all records, accounts and books, financial or otherwise, correspondence, memoranda, and reports constituting a "public record" within the meaning of Florida Statute 119.011(12)(2015) and pertinent to performance under this Agreement in accordance with Florida Statute 119.0701 and with generally accepted accounting principles consistently applied. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for five (5) fiscal years following the termination of this Agreement. If an auditor employed by the COUNTY or County 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, 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 CONTRACTOR agree that venue shall lie in Monroe County, Florida, in the appropriate court or before the appropriate administrative body. The Parties waive their rights to a 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 the parties, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

## 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 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.

## 9.11 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 reasonable attorney's fees and courts costs, at trial and 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. The COUNTY and CONTRACTOR agree that nothing in this Agreement obligates them to arbitration, and they agree to mediation of disputes instead of arbitration.

**9.12 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.

**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 ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 15 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.

**9.15 COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, 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.

**9.16 NONDISCRIMINATION**

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR or COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. 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 , or to the subject matter of this Agreement.

**9.17 WOMEN OWNED BUSINESSES (WBE), MINORITY BUSINESS ENTERPRISES (MBE) AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY AND OBLIGATION**

It is the policy of the COUNTY that WBE's, DBE's, and MBE's DBE's, as defined in Federal law, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The requirements of applicable Federal and state laws and regulations apply to this Agreement. The COUNTY and CONTRACTOR agree to ensure that WBE's, MBE's, and 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 they 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.

**9.18 COVENANT OF NO INTEREST**

CONTRACTOR and COUNTY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that 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 CONTRACTOR and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit

or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**9.21 PUBLIC ACCESS.**

The CONTRACTOR and COUNTY shall allow and permit reasonable access to, and inspection of, all correspondence, documents, letters, papers, or other materials in its possession or under its control which constitute a "public record" within the meaning of Florida Statute 119.011(12)(2015) and Chapter 119, Florida Statutes, and made or received by the CONTRACTOR and COUNTY in connection with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

**9.22 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.

**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 CONTRACTOR and the COUNTY agree that neither the CONTRACTOR nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity, or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

## 9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION

CONTRACTOR agrees to execute such documents as COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by CONTRACTOR shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

## 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.

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

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

By:_____
Heather Carruthers, Mayor

(Seal)
Attest:

**Witness for CONTRACTOR**

Sign:_____
Print: Lisa Gehring
Title: VP
Date: 1/14/16

Address: 5425 Golden Gate Pkwy #3
Naples FL 34116

**EARTH TECH ENTERPRISES, INC.**

Sign:_____
Print: Christopher Gehring
Title: President
Date: 1/14/16

**EXHIBIT A**
**SCOPE OF WORK**
**CONTRACT BETWEEN MONROE COUNTY AND EARTH TECH ENTERPRISES, INC.**

## 1. REFERENCE DOCUMENTS

In addition to the information provided directly within this Scope of Work, the documents listed in Section 4.1 of the Contract are provided for reference. For purposes of this Scope of Work, the following order of precedent is established:

1. Attachment A - US FWS May 8, 2015 Biological Opinion;
2. Text of this Scope of Work;
3. Attachment B – August 31, 2015 Restoration Agreement between County and Park;
4. All other remaining attachments.

## 2. WORK INCLUDED

The Contractor shall furnish all labor, superintendence, materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and any other means of construction necessary or proper for performing and completing the Scope of Work (SOW), unless otherwise specifically stated. The Park will be providing the native plant material for planting requirements at no direct cost to the Contractor. However, the Contractor will be responsible for loading and transportation of the material to the site, as well as installation and temporary watering.

The means and methods for construction shall be at the Contractor's discretion, provided they are in accordance with the requirements and restrictions as listed in this SOW and its attachments. It is important to note that the attachments of this SOW, primarily the US FWS Biological Opinion, have specific requirements for construction methods, sequencing, and related practices. The Contractor will be required to comply with ALL requirements and guidance of the Biological Opinion (unless specified otherwise in this SOW) and is encouraged to carefully read and review this and the other Contract attachments, and to request clarification if apparent discrepancies are identified.

The cost of activities considered to be incidental to the Scope of Work described herein shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Pay Items. No additional payment(s) will be made to accommodate these activities, and it is the sole responsibility of the Contractor to determine, including by asking the County for clarification, that the means and methods proposed are feasible and acceptable by the County and in accordance with project requirements. The Contractor shall provide and maintain such tools and equipment as may be necessary, in the opinion of the County and in accordance with industry standards, to perform in a satisfactory and acceptable manner all the work required by the Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment.

## 3. QUANTITIES

Site plans showing surveyed locations and dimensions of the project site are included as **Attachment D.** Estimated quantities/units including fill material to be removed, structures to be removed, and asphalt and base to be removed are included in **Attachment C.** All quantities, including measurements of the project area, are considered preliminary estimations and may require adjustment based on subsequent field measurements.

The Contractor will not be able to seek additional compensation for quantities or other unit items beyond their original estimation.

## 4. PROJECT SCHEDULE

The total maximum construction schedule for completion of the Scope of Work ("Time On Site") is 9 weeks. Financial penalties will be attributed to the Contractor for exceeding the schedule they propose, unless the schedule is exceeded due to specific criteria beyond the control of the Contractor. This criteria consists of inclement weather and direction from the Project Manager, County, State, or federal government to stop work for reasons other than the Contractor's noncompliance with project requirements.

The following time frames are exclusive of federal and state holidays. The term "week" is used to refer to five calendar days, exclusive of weekends. The start of work for the project shall be negotiated with the Contractor at the Pre-Construction Conference (Section 17(D)), but shall be no later than one (calendar) month after delivery of the executed agreement to the Contractor. The schedule may be split such that days without scheduled work do not count towards the scheduled Time On Site, however, the Maximum Schedule for project completion is 12 weeks from the start of work, regardless of actual Time On Site. The nine week scope of work deadline described in the previous paragraph must be completed within this 12 week project completion deadline. Native planting activities may be conducted concurrently with restoration activities, provided that construction sequencing accommodates the work.

The Project Manager must be on site during all construction activities. The Contractor must provide the Project Manager a minimum of six days' notice prior to initiation of work or changes in schedule for clearing and demolition activities. The Project Manager may be able to accommodate schedule changes within a shorter timeframe, however, this shortened response time cannot be guaranteed and lack of availability with less than six days' notice will not be grounds for an extension of the project schedule.

## 5. HOURS OF OPERATION

Work shall be performed Monday through Friday from 8:00 am to 5:00 pm. The Project Manager must be on site to provide access to the Contractor, and no work may proceed without the physical on-site presence of the Project Manager. Any work to be performed outside of these times must be requested in writing to the Project Manager 48 hours prior to the requested change. The Project Manager will notify the Contractor in writing of any changes in approved work hours.

## 6. WORK STOPPAGE FOR CONSERVATION MEASURES

Temporary suspension of work may be required in order to provide for conservation/protection of wildlife (Key Largo Wood Rat (KLWR) and Key Largo Cotton Mouse (KLCM)) and for related

environmental issues. Examples are identified in Attachment A, Biological Opinion, which includes if a KLWR or KLCM are found utilizing the construction site. Needs for work stoppage may be identified by the Project Manager, County, Park or the US Fish and Wildlife Service, and will be communicated to the Contractor through the Project Manager. Work stoppage time for this purpose will not be counted toward the project schedule, including the day when a work stoppage was requested, if work had already commenced that day and the stoppage was requested prior to 3pm. If work stoppage for conservation purposes is due to an error or unauthorized/unlawful action by the Contractor, full days of stoppage will not count towards the Time On site project schedule, though construction activities to remediate the problem (at the Contractor's expense) will count towards the Maximum Project Schedule. An example of this stoppage is if improper erosion control measures are utilized, requiring removal of off-site sedimentation, and re-installation of erosion control measures prior to work resuming.

The Contractor is not entitled to additional fees/compensation for demobilization and remobilization, if needed, due to a mandated work stoppage, regardless of reason for the stoppage

**7. WORK DURING INCLEMENT WEATHER**

The County will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations due to holidays that prevent the Contractor from productively performing controlling items of work resulting in:

(1) The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items due to adverse weather conditions, holiday suspension; or
(2) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather. The County will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials.

Should weather conditions prevent the Contractor from being able to conduct work in accordance with this SOW, the Contractor shall notify the County within 4 hours of when the weather conditions have impacted the work. The County's Project Manager shall provide the Contractor with a 24-hour contact number for reporting suspension of work due to inclement weather. Time delays for suspension of work due to inclement weather shall not be counted towards the schedule limits identified in Section 4 of this

SOW, provided: notice has been provided to the Project Manager a minimum of 4 hours prior to the scheduled start of work for the day OR notice is provided to the Project Manager during the work day, while work is being conducted, at the earliest time that inclement weather is observed or publicly reported. Note that for suspension of work due to inclement weather to avoid counting towards the project schedule, ALL work on all project sites must be suspended. If the County or Park determines that weather conditions create unsafe or undesirable conditions for the County, State, or public, for conducting construction activities, the Project Manager shall notify the Contractor of a mandatory suspension of work. Suspension of work mandated by the County shall not be counted towards the maximum schedule requirements for the project. Any partial days worked prior to County notification of mandatory suspension of work shall not be counted towards the maximum project schedule. After notification of mandatory suspension of work, the Project Manager shall notify the Contractor when work can resume. The Contractor shall not be entitled to a demobilization or remobilization fee for suspension of work, either voluntary or mandatory.

**8. CONTRACTOR SUPERINTENDENCE**

Contractor shall keep on the Project during its progress, a full-time competent English speaking superintendent and any necessary assistants, all satisfactory to the County and Project Manager. The superintendent shall not be changed except with the prior written consent of the County or Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ. The superintendent shall represent Contractor and all directions given to the superintendent shall be as binding as if given to Contractor and will be confirmed in writing by County or Project Manager upon the written request of Contractor. Contractor shall give efficient supervision to the work, using its best skill and attention. The Park, County, and Project Manager shall be provided telephone number(s) for the superintendent where the superintendent can be contacted during normal working hours, as well as after hours for emergencies.

**9. ACCESS**

FDEP has given the County, its employees, Contractors, Subcontractor and agents permission to enter the Dagny Johnson Key Largo Hammock Botanical State Park for the purpose of accomplishing this project until December 31, 2020 (Attachment B). Specific routes for construction access and limits of construction are depicted in **Attachment G** and **Attachment D** and described in **Attachments B** and **C**. For this project, the Park has established a maximum speed for any equipment within Park boundaries of 15 miles per hour.

Any changes to the limits of access and construction may not be guaranteed to be approved during the construction phase of the project. The County's response, whether in the affirmative or negative, to any request for a variation in the limits of access, will not be cause for additional time or compensation to the Contractor.

**10. SAFETY**

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- All employees on the Project(s) site(s) and other persons who may be affected thereby;
- Park personnel, County personnel, and the Project Manager;
- All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project(s) site(s); and,
- Other property at the Project(s) Site(s) or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall designate a responsible member of its organization at the Project(s) site(s) whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when execution of the work may affect them. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and the County or Project Manager has issued the Contractor a notice of Final Acceptance.

Contractor must adhere to the applicable environmental protection guidelines for the duration of the Project. If hazardous waste materials are used, detected, or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders, and other legal requirements of public authorities (including OSHA, EPA, Monroe County, State of Florida, and Florida Building Code), which bear on the performance of the work. The Contractor shall take the responsibility to ensure that all work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, steel plates, safety lights, and ladders, that are necessary for the protection of its employees, as well as the public and County and Park employees. All riggings and scaffolding shall be constructed with good sound materials, be of adequate dimensions for their intended use, and be substantially braced, tied, or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders, and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all federal state and local regulations. All open trenches or holes shall be properly marked and barricaded to assure the safety of both vehicular and pedestrian traffic. No open trenches or holes are to be left open during nighttime or non-working hours without the prior written approval of the Project Manager. If an emergency condition should develop during a Project, the Contractor must immediately notify the County and Project Manager of each and every occurrence. The Contractor should also recommend any appropriate course(s) of action to the County and Project Manager.

## 11. ACCIDENTS

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50 (2015).

In addition, the Contractor must report immediately to the Park, County, and Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

## 12. INSPECTIONS AND AUDITS

The County, Park, and their designees, including the County's assigned consultants (Project Manager) shall have right of access to the work sites throughout all stages of construction, and the Contractor will facilitate such access and inspection. Further, the County shall have the right to inspect and copy, at the County's expense, the books and records and accounts of Contractor which relate in any way to the Project(s), and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to a Project(s) and to any claim for additional compensation made by Contractor including but not limited to all payroll records, invoices for materials, and books of accounts. Such records shall conform to Generally Accepted Accounting Principles requirements (GAAP), and shall only address those transactions related to the Contract.

Contractor and any agent thereof shall strictly comply with the provisions of the Public Records Law, Florida Statute 119.0701 (2015) inclusive.

Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept in accordance with such statute. Contractor shall retain and make available to the County all such records, accounts and books, financial or otherwise, correspondence, memoranda, and reports constituting a "public record" within the meaning of Florida Statute 119.011(12) (2015), which relate to the Project and to any claim thereof for a period of five (5) fiscal years following completion (Final Completion of the Project) or termination of agreement.

The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

Contractor shall develop the proper forms and reports acceptable to the County for the administration and management of the Contract Documents.

## 13. DRAWINGS

### A. CONTRACTOR TO CHECK DRAWINGS AND DATA

The Contractor shall verify all dimensions, quantities, and details or other data received from the County, and shall notify the County of any errors, omissions, conflicts, and discrepancies found therein. The Contractor shall submit to the County a Request for Information (RFI), consecutively numbered in a format provided by or acceptable to the County, detailing all errors, omissions, conflicts, and discrepancies found therein within three calendar days of discovery. The County will provide a response to all RFIs submitted by the Contractor. The Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the County, should such errors or omissions be discovered.

Contractor shall not be liable for damages resulting from errors, omissions, or discrepancies in the Contract Documents, unless Contractor recognized such error, omission, or discrepancy, and knowingly failed to report it to County or Project Manager.

**B. SUPPLEMENTAL DRAWINGS**

The County or Project Manager shall have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings, or additional information, as the work proceeds, all of which shall be considered as part of the Contract Documents. In the event of disagreement between the written and graphic portions of the Contract Documents, the written portion(s) shall govern.

**14. PERMITS AND AUTHORIZATIONS**

The Contractor shall be responsible for reviewing all permits and authorizations previously obtained for the project, including the US FWS Biological Opinion. The Contractor will be responsible for modifying the permits, as needed, to accomplish the proposed scope of work, obtaining additional permits not previously obtained including any that may not be identified in this scope of work, and abiding by all permit terms and conditions. Obtaining, paying for, and abiding by permits shall be considered as incidental to conducting the construction activities proposed for the project and shall not be grounds for requests for additional compensation. Note that prior to submittal for authorization or modification of an existing authorization, the County and Park must review and approve such submittal. Proposals requiring modification of existing authorizations must detail the modifications that are required, as County/Park approval for these cannot be guaranteed.

**MONROE COUNTY DEMOLITION PERMIT**

The project may require a County demolition permit, it is the Contractor's responsibility to determine the applicability of this permit and obtain it as needed. The Contractor shall coordinate with the Project Manager to demonstrate the applicability of this permit.

**NPDES**

The project will require an FDEP National Pollution Discharge Elimination System (NPDES) Permit, which must be obtained by and abided by the Contractor for the duration of the project. The Contractor must develop an Erosion Control Plan (ECP) to be approved by the Project Manager prior to initiation of construction. The Contractor is responsible for obtaining,

completing, and paying for any required NPDES applications, permits, and permit conditions, including inspection and reporting.

**DEWATERING**

Dewatering is not anticipated to be required for this project. If dewatering is necessary, the contractor shall be responsible for obtaining Dewatering Permits and shall provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps, and siphons. Costs of dewatering will be considered incidental to the scope of work.

**15. Maintenance of Traffic**

The Contractor shall provide, as required and professionally prudent, Maintenance of Traffic (MOT) for the work site, for both vehicular and pedestrian traffic, including for any instances when construction vehicles or equipment are entering or exiting County Road 905 (CR905). When applicable, MOT activities shall be conducted under the direction of Contractor staff by a Worksite Traffic Supervisor certified in the advanced training category by a Florida Department of Transportation approved training Provider. Approved Providers will be posted on the Department's website at the following URL address: http://www.dot.state.fl.us/rddesign/MOT/MOT.shtm. Use approved alternate Worksite Traffic Supervisors when necessary. MOT costs shall be considered as incidental to the scope of work.

**16. WORK SCHEDULE**

Within 14 calendar days after receipt of the executed Contract, the Contractor shall submit to the County or Project Manager a work schedule for the project. The County or Project Manager will review and respond to the Contractor within seven calendar days of receipt of the proposed work schedule.

The work schedule shall show the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the contract time. The work schedule shall show the order and interdependence of activities and the sequence for accomplishing the work. It shall describe all activities in sufficient detail so that the County or Project Manager can readily identify the work and measure the progress of each activity. It shall show each activity with a beginning work date, a duration, and a monetary value. It shall include start and completion dates for each scope item.

The Contractor shall provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. The Contractor shall incorporate in the schedule any utility adjustment schedules included in the Contract Documents unless the utility company and the County mutually agree to changes to the utility schedules shown in the Contract. The County has identified that utilities exist in the vicinity of, and parallel to, CR 905. However, additional unidentified utilities may exist within the project site.

The Contractor shall submit a working plan with the schedule, consisting of a concise written description of the construction plan.

The County or Project Manager will return inadequate schedules to the Contractor for corrections. The Contractor shall resubmit a corrected schedule within seven calendar days from the date of the County or Project Manager's return transmittal.

The Contractor shall submit an updated Work Progress Schedule, for County or Project Manager's acceptance, if there is a significant change in the planned order or duration of an activity. The County or Project Manager will review the corrected schedule and respond within seven calendar days of receipt.

By acceptance of the schedule, the County or Project Manager do not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The County or Project Manager will use the accepted schedule as the baseline against which to measure progress. If the Contractor fails to finalize either the initial or a revised schedule in the time specified, the County or Project Manager will withhold all Contract payments until the County or Project Manager accepts the schedule.

The Contractor shall provide an overall schedule at the pre-construction meeting and weekly schedule at progress meetings. The Contractor shall keep the Project Manager, Park, and County informed of work schedules, at minimum, on a weekly basis, including work performed, upcoming work scheduled, and changes to previously identified/proposed work schedules. Weekly coordination is anticipated to be primarily through email, with phone calls and in-person meetings on an as-needed basis. Coordination of work schedule activities are considered to be incidental, to and part of, the Contractor's proposed budget.

## 17. COORDINATION

### A. GENERAL

Contractor is responsible to contact the Project Manager prior to commencing any activities in the Park, prior to changing the active construction area, and prior to implementing or changing maintenance of traffic on the adjacent CR 905.

### B. DISCOVERY AND NOTIFICATION

If at any time the Contractor identifies situations on or associated with the work site that are, or could pose, a danger or significant management problem for the Park, the County, or the public at-large, or a change to the scope of work is required, then the Contractor must notify the Project Manager as soon as these issues are identified.

### C. PUBLIC

The Contractor shall maintain a professional demeanor at all times when dealing with members of the public. All Contractor staff members on a work site shall dress in a professional manner in accordance with industry standards for the type of work being conducted. The Contractor shall not make representation, statements, or commitments as an official agent of the County or Park, instead referring any public inquiries to the Project Manager.

### D. PRE-CONSTRUCTION CONFERENCE

Within five days after delivery of the executed Contract by the County to the Contractor, but before starting the work, a commencement conference will be scheduled and hosted by the Contractor, at the Park office in Key Largo, to review the schedule and provide procedures for processing Applications for Payment, procedures for communication and related project logistics. Present at the conference will be representatives from the Park, the County (including the Project Manager), and the Contractor.

## 18. EQUIPMENT

Contractor shall only utilize its staff members to operate equipment that have been appropriately trained in accordance with industry standards, all equipment must be maintained in good working order, used in accordance with manufacturer recommendations and ANSI (American National Standards Institute) standards and associated Best Management Practices, and shall not be stored in areas other than those approved by the Project Manager. The Contractor is responsible for maintenance of equipment including repairs due to damage for any reason, and for the safety and security of equipment. The County or Park shall not be liable for any damage to or loss of equipment from the project site.

## 19. UTILITIES

Contractor shall perform utility location using Sunshine State One Call, on the work site involving ground disturbing activities (including tree plantings, relocations etc.) or where underground utilities may otherwise be disturbed, as a task incidental to those activities. The Contractor shall immediately notify the Project Manager when previously unidentified utilities are identified on the project site in a location where they may be damaged or disturbed.

Where the Contractor's operations could cause damage or inconvenience to telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Contractor shall make all arrangements necessary for the protection of these utilities and services or any other known utilities.

The Contractor shall notify all utility companies that are affected by the construction operation at least 48 hours in advance. Under no circumstance shall the Contractor expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, the Contractor shall locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.

The Contractor and his Subcontractors shall be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under the Contract Documents.

Neither the County nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, the Contractor shall promptly notify the proper authority. The Contractor shall cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no event shall interruption of any utility service be allowed unless granted by the owner of the utility.

In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the County or Project Manager.

The Contractor shall replace, with material approved by the County or Project Management, at Contractor's expense, any and all other laterals, existing utilities, or structures removed or damaged during construction, unless otherwise provided for in the Contract Documents and as approved by the County or Project Manager. The Contractor shall replace, with material approved by the County or Project Manager, at Contractor's expense, any existing utilities damaged during the work.

## 20. TRASH CLEANUP AND REMOVAL

The Contractor is responsible for maintaining the project site in a professional and presentable manner and for ensuring that debris and hazardous substances do not pose a threat to harm surrounding public lands, ecological resources, or members of the public. The Contractor will be responsible for removal of all trash and debris within the project site, as well as removal of off-site trash and debris generated on the project site. Any personal trash generated by the Contractor (including food containers) must be bagged and removed from the site on a daily basis. In accordance with the conditions of the US FWS Biological Opinion, vegetative and demolition debris will not be permitted to remain on site overnight - **it must be removed and disposed of by the end of each day**. The Contractor may dispose of clean fill within the Park property in the entrance channel at Port Bougainville or, if Port Bougainville is filled and permission from the Park is granted, Carysfort Marina, as identified in **Attachment G** and as described in further detail in **Section 26(A)** of this SOW.

## 21. POST-CONSTRUCTION MAINTENANCE

The Park will be responsible for the maintenance and management of the project site after the completion of restoration activities and approval by the Project Manager.

## 22. STAGING AREAS/WORK SITES

### A. LOCATIONS

The Contractor shall carefully review available locations within the project corridor regarding where to perform the staging operations, and to minimize impacts to the surrounding areas and the environment. All staging areas must be approved by the Project Manager prior to use, noting that any proposed staging outside of the construction limits may require additional work at the Contractor's sole expense to restore the site to pre-existing conditions. The Contractor is responsible for identification of the limits

of the work zone and vegetative trimming, and for providing this information to the Project Manager for verification prior to initiation of work in a particular area.

**B. PLAN**

A staging plan must be submitted to and approved by the Project Manager prior to the start of construction and issuance of the Notice to Proceed. Such staging plan shall be revised and resubmitted as necessary during construction.

## 23. ENVIRONMENTAL CONSIDERATIONS

**A. PROTECTION OF LISTED SPECIES**

The project site contains habitat for federal and state protected species including the KLWR and KLCM. The Contractor is responsible for coordinating work with the Project Manager and may need to adjust construction methodologies and construction schedule for certain activities, in order to avoid impacts to protected species. The Contractor will not receive additional compensation for construction methods or adjustments in construction methods or schedules to protect species. Accordingly, the Contractor should become familiar with all wildlife conservation requirements identified in **Attachment A**, and shall plan to utilize construction methodologies and take additional precautions as necessary to avoid impacts to protected species. Key conditions for protection of KLWR and KLCM include:

- All vegetation to be removed must be cut by hand (chain saws and similar hand-held equipment allowed);
- All vegetative debris, with the exception of small piles of vegetation (less than 25 cubic feet), and demolition debris must be removed daily and will not be allowed to be stored on site overnight, either open or containerized;
- The heavy equipment allowed for specific use within designated areas will be limited to the smallest size necessary to safely remove any structures, keeping impacts as minimal as possible;
- If a living KLWR or KLCM is encountered during construction, all construction activities in the vicinity must cease until the animal leaves of its own volition;
- If a dead KLWR or KLCM is found during construction, all construction activities in the vicinity must stop, the animal must be left in place and construction activities may not resume until the US FWS has authorized work to resume;
- Vegetation removal is not permitted for the purpose of allowing access for machinery larger than the minimum size equipment needed for the work.

In addition to KLWR and KLCM, Dagny Johnson Park provides habitat for numerous other wildlife species, including several threatened/endangered species. The Contractor must be careful not to disturb areas outside of the designated work zone, and must report any wildlife sightings, encounters with protected species, or injuries to protected species, to the Project Manager immediately. The County/Park staff will be relocating tree snails during the clearing of vegetation, as described in below in Section 23(B).

### B. CLEARING OF VEGETATION AND PROTECTION OF SURROUNDING VEGETATION

This project is within a State Botanical Park, therefore, the Contractor must use extreme caution and avoid impacting vegetation outside of the footprint of the restoration site. Contractor is responsible for preventing impacts to all off-site trees and other vegetation, as well as to specifically identified trees to remain within the limits of construction. Protection measures may include tree protection fencing and root pruning.

Trimming as required for site access must be conducted by the Contractor in accordance with the most recent version of the ANSI A-300 standards and associated best management practices. Tree trimming activities shall be conducted by hand under the direction of a Contractor staff member (or subcontractor) that is an ISA Certified Arborist. (Pruning will not be conducted by Park staff.)

Clearing or removal of trees is only authorized within the limits of construction. Prior to commencing any clearing or trimming work, the Contractor shall submit a "Clearing Plan" to the Project Manager which identifies the boundaries and dimensions of the proposed clearing and trimming areas and shall specify methods for protecting vegetation outside of those areas. Additionally, the Contractor shall delineate the limits of the proposed clearing on the site. Once the Contractor has received permission to proceed with the proposed clearing and trimming, the Contractor shall allow the County's Project Manager and Park staff to inspect cut vegetation for the presence of tree snails prior to disposal of or chipping of cut debris. All removals shall be flush-cut level with the existing grade.

If it is found that additional tree removal (outside of the areas identified in the Clearing Plan) is required for trees in conflict with the proposed restoration work, then the Contractor must obtain approval from Project Manager prior to conducting the removal.

All vegetation removed through trimming or clearing activities must be properly disposed of by the Contractor. It may be disposed of off-site at an approved facility or chipped for use as mulch for new plantings, in accordance with the restrictions listed in the Biological Opinion.

All vegetation protection requirements shall be considered as incidental to project costs.

### C. DECONTAMINATION PROTOCOL FOR INVASIVE SPECIES

Dagny Johnson Park is considered a sensitive habitat, and must be protected from introduction of invasive plant species. All equipment, including but not limited to vehicles, trailers, ATV's, and chippers, must be cleaned with a pressure washer prior to entering the project site. This decontamination protocol includes spraying down all equipment surfaces including the undercarriage and tires to ensure that mud, vegetative debris, and other debris is not transported into the Park from offsite locations. Equipment such as chain saws, loppers, etc. used for cut stump treatment must be wiped down and cleaned, prior to arrival at the project site so that they are free of debris.

The Project Manager may inspect equipment at any time for adherence to this protocol and may refuse entry of any vehicle or equipment not in compliance.

### D. EROSION CONTROL AND SEDIMENTATION

Erosion control measures shall be installed prior to the beginning of any work activity. Erosion control measures shall remain in place and be maintained until all authorized work has been completed and the site has been stabilized. The Contractor must comply with all environmental permits, including measures identified in the National Pollutant Discharge Elimination System (NPDES) Stormwater Pollution Prevention Plan and Sediment and Erosion Control Plan. The Contractor must inspect installation of all erosion/control devices and immediately repair defective items. The Contractor may have to conduct water quality sampling and analysis in accordance with current State or National Pollutant Discharge Elimination System (NPDES) permit requirements, report non-conformity with Monroe County specifications or standards, State Water Quality Standards or permits. If dewatering or bank disturbance activities are proposed, the Contractor will have to monitor turbidity levels in receiving or adjacent bodies of water and provide turbidity monitoring logs to the Project Manager.

## 24. HAZARDOUS MATERIAL

The Contractor shall abide by the requirements described in this section.

### A. IN GENERAL

The Contractor shall handle, transport, and dispose of hazardous materials in accordance with all Local, State and Federal requirements including the following:

a. SSPC Guide 7;
b. Federal Water Pollution Control Act; and
c. Resource Conservation and Recovery Act (RCRA).

The Contractor shall accept responsibility for the collection, sampling, classification, packaging, labeling, accumulation time, storage, manifesting, transportation, treatment and disposal of hazardous waste, both solid and liquid. Separate all solid and liquid waste and collect all liquids used at hygiene stations and handle as hazardous materials/waste. Obtain written approval from the County for all hazardous materials/waste stabilization methods before implementation.

The Contractor shall obtain an EPA/FDEP Hazardous Waste Identification Number (EPA/FDEP ID Number) before transporting and/or disposing of any hazardous materials/waste. List the County as the generator of all hazardous materials/waste. Submit the following for the County or Project Manager's approval before transporting, treatment, or disposal, of any hazardous materials/waste:

a. Name, address, and qualifications of the transporter;
b. Name, address, and qualifications of the treatment facility;
c. Proposed treatment and/or disposal of all Hazardous Materials/Waste.

The Contractor shall transport all hazardous materials/waste in accordance with applicable 40 CFR 263 (2015) Standards. Provide a copy of all completed Hazardous Materials/Waste manifest/bills of lading to the County or Project Manager within 21 days of each shipment.

Determination of appropriate debris disposal methods is the responsibility of the Contractor.

### B. ASBESTOS

Asbestos containing materials (ACM) are not known to occur on the project site, as described in **Attachment F.**

### C. LEAD BASED PAINT

Facilities at the Port Bougainville site were identified as having lead based paint (LBP). The Contractor must ensure that all OSHA (Occupational Safety and Health Administration) and other federal, state, and local requirements are followed for the proper handling and disposal of LBP, and provide documentation of compliance with these requirements to the Project Manager.

## 25. CONSTRUCTION MEANS AND METHODS

Where not specified in the SOW or attached exhibits, the Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor shall provide the County with a description of the means and methods upon request. Specific requirements for and restrictions pertaining to construction means and methods are listed below.

The Contractor may propose alternative means and methods for consideration that do not directly comply with one or more provisions of this SOW. However, unless the Contractor has received written acceptance of proposed alternative means and methods from the County, all proposed bids and pricing will be required to be bound to all standard conditions and provisions in this SOW. The Contractor may propose alternative means and methods for construction to the Project Manager after contract award, however, acceptance of these cannot be guaranteed, and acceptance may be contingent upon a negotiated reduction in fees.

## 26. DEMOLITION

Demolition must be conducted in such a manner as not to unduly disturb the adjacent sensitive environmental habitat, potential KLWR and KLCM utilizing the project site and infrastructure components that are intended to remain. At minimum, the Contractor will be responsible for restoring, at its own expense and to the County's satisfaction, any environmental or infrastructure resource outside of the limits of disturbance that is damaged as a result of construction activity. Guidance and restrictions on demolition activity are included in the US FWS Biological Opinion (**Attachment A**).

### A. DISPOSAL OF RUBBLE AND DEBRIS

The Contractor may dispose of clean fill within the Park property in the entrance channel at Port Bougainville or, if Port Bougainville is filled and permission from the Park is granted, Carysfort Marina, as identified in **Attachment G**. Fill disposed of offsite (either not meeting the definition of clean fill or by contractor choice) must be disposed of in accordance with all applicable federal, state, and local regulations. The Contractor must provide information to the County to document the disposal location and proper handling of all fill material.

### B. CLEAN FILL

For the purpose of this Contract 'Clean Fill' shall be defined as clean lime-rock fill (free of contaminants), concrete rubble (smaller than 4 feet, rebar protruding no further than six inches, with no paint or coating that has not been approved by the Park), brick, crushed glass, PVC (chipped to smaller than six inches), clay roof or floor tiles, and ceramic floor tiles free of sealants. Other material including wood, metal, and asphalt is not considered clean fill. Material containing lead based paint is not considered to be clean fill.

### C. GRADING

All work under this Contract shall be constructed in accordance with the lines and grades shown on the Construction Drawings, or as directed by the Project Manager. The full responsibility for keeping alignment and grade rests upon the Contractor. The Contractor, prior to commencing construction, shall have established bench marks and base-line controlling points. The Contractor shall so place excavation and other materials so as to cause no inconvenience in the use of the reference marks provided. The Contractor shall remove any obstructions placed by the Contractor contrary to this provision.

### D. SURVEY

The Contractor shall furnish all stakes, templates, and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the work.

The Contractor shall establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. The Contractor shall perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction.

### E. SAFEGUARD MARKS

The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining, protecting, or removing without authorization such established points, stakes, and marks. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the work and, if required, shall bear the cost of re-establishing them if disturbed or destroyed.

## 27. OWNERSHIP OF REMOVED MATERIAL

Once fill, debris, and other material required to be removed from the project site have left Park property, it will become the sole possession of the Contractor. The Contractor must provide documentation to the County as to the disposition and location of the material, but it is at the Contractor's discretion where to take the material for disposal or if it can be beneficially reused. If the Contractor is able to lawfully sell or reuse material required to be removed for the scope of work for this project, for financial gain, the County and Park are not owed compensation for such financial gain

## 28. SITE SPECIFIC OPERATIONS - PORT BOUGAINVILLE SITE

Additional information including estimates of cubic yards of fill, square yards, and linear feet of pavement, and anticipated demolition methodologies are provided in **Attachment C**, Design Specifications and **Attachment D**, Project Plans. The Contractor shall complete the restoration activities described below.

1. IN GENERAL

   The intent of the project is to remove structures (vacant since approximately the late 1970's) and associated infrastructure and fill for the purpose of restoring upland hammock habitat. The existing paved roadway will be reduced within the existing footprint, to create a 12 foot wide "meandering" (non-linear) paved trail for pedestrian and vehicular access.

2. ACCESS

   The Contractor will be provided access via a dirt road located on the ocean side of CR 905 at power pole 240. Prior to construction, vegetation along the access road and on access routes within the Park outside of construction areas must be hand-trimmed by the Contractor (under direction of its ISA Certified Arborist), to the minimum width to allow one-lane transit. Any variations in the access routes identified in **Attachment G** and work areas identified in Attachments C and D must be approved by the Project Manager. Within the construction area, trees may be removed for equipment access and to facilitate construction activities, after request approved by the Project Manager. Trimming and clearing must comply with Section 23 of this SOW.

- RESTORATION ACTIVITIES

  The Port Bougainville project site comprises 6.16 acres, with work consisting of a combination of removal of structures, removal of fill, removal of roads, and planting, on seven areas as follows. (The area identified as "Fill Area" on Attachment D is not included in this scope of work). Note that areas with substantial fill have been identified, however all areas, unless otherwise designated in the Biological Opinion, with a base elevation higher than the surrounding natural grade will be required to be graded to match the surrounding elevation. The post-construction grade must be within 18 inches of the average surrounding grade, as measured (by the Project Manager) from multiple locations based on site conditions. Grading is intended to provide a smooth transition with offsite contours, and must be at a slope of 4:1 or shallower.

  Foundations, structures and utilities greater than 12 inches below the final grade in areas of fill removal may remain, provided that clean soil is backfilled over them as applicable to match the surrounding grade.

  All demolished materials must be removed from the site daily to minimize the possibility of KLWR and KLCM usage. Existing asphalt to remain shall not be damaged and must be repaired at Contractor's expense if damaged during demolition activities. Where possible, path meanders should incorporate the location of manholes

  1) Tennis Courts: 1.21 Acres. Removal of asphalt and chain link fencing. This area is identified on the Project Plans (**Attachment D**) on Sheet C-1.

2) Bathhouse: 0.30 Acres. Removal of structure. This area is identified on the Project Plans (**Attachment D**) on Sheet C-1.
3) House: 0.45 Acres. Removal of structure, removal of fill material to return area to elevation even with surrounding natural grade. This area is identified on the Project Plans (**Attachment D**) on Sheet C-9.
4) Restaurant and Tunnel: 1.30 Acres. Removal of structures, planting native plants supplied by Park. This area is identified on the Project Plans (**Attachment D**) on Sheets C-6 and Sheet C-7.
5) Lodge: 0.62 Acres. Removal of structures, removal of broken asphalt and fill material to return area to elevation even with surrounding natural grade. This area is identified on the Project Plans (**Attachment D**) on Sheet C-8.
6) Foundation: The removal of this structure has been deleted from the project as required by the Biological Opinion. Only the asphalt leading to the structure is to be removed. This area is identified on the Project Plans (**Attachment D**) on Sheet C-9.
7) Roads: 2.15 Acres. Removal of asphalt and base material. Asphalt removal will require saw-cutting to leave the desired 12-foot remaining asphalt roadway intact. This area is identified on the Project Plans (**Attachment D**) on Sheets C-2 through C-6. Contractor to selectively remove asphalt to follow the cleanest/best path, providing a meandering pattern where possible, and avoiding exposing manhole covers.

- PLANTING

Planting must be performed using native stock grown in the Park's Native Plant Nursery. The Park will provide a maximum of 300 three-gallon plants to be planted within the limits of construction after completion of restoration activities. The Park staff will determine the appropriate material for the site and will provide the Contractor with the plants and a planting plan (at no direct cost to the Contractor).The Project Manager will instruct the Contractor on the location of the planting areas and placement of planting materials. Contractor will be responsible for transportation of plants from John Pennekamp State Park in Key Largo to the project site.

<u>Installation</u>

The Contractor will be required to install native vegetation at the Port Bougainville site, in the area designated by the Park. The Contractor must conduct planting activities in accordance with the most recent version of ANSI standards and associated best management practices, and in accordance with the following Park requirements:

1) The depth of planting holes shall be twice the width of the root ball mass and soil from the pot to allow the roots to properly spread out.
2) Planting holes may not be dug by auger, they must be mechanically excavated or hand dug.
3) Plants shall be installed so that the root ball mass and soil protrude approximately one-inch above the hole.
4) Any roots that are wound around and root bound in the pot will be carefully broken apart prior to installation in the hole.

5) Soil that is removed for the hole will be replaced to fill the hole and may be amended as needed to ensure plant survival.
6) The use of fertilizers will not be required. If needed, organic fertilizers can be used at a minimal rate as needed to ensure survival of the plants.

Mulch

The Contractor must place a three inch layer of mulch over the excavated planting pit of each newly installed plant, leaving a three-inch gap around the trunk. Mulch must be free of dyes and viable seeds, and must not consist of cypress material. Mulch may consist of vegetative material cut and chipped on site, which was required to be removed for access and/or construction.

Irrigation

Contractor shall, as a routine part of, and incidental to, plant installation, provide irrigation of new plantings in accordance with the following:

1) All new plantings shall be irrigated to capacity at the time of installation;
2) After plant installation, the Contractor must provide irrigation for all newly installed vegetation in quantities sufficient to fill planting pits to field capacity;
3) Watering shall be done via water truck/hose, not temporary pipes, and shall be in accordance with the following schedule (which is not considered part of the project schedule in Section II C): Water plants three days per week for the first two weeks, and two days per week for the next four weeks, for a total of six weeks, unless the areas receive equivalent rainfall;
4) The Park will coordinate site access for watering after completion of construction;
5) The Park does not have an accessible freshwater source for filling water tanks. Identification of a water source for irrigation (or other) needs is the responsibility of the Contractor.

Soil Compaction

The Contractor shall avoid soil compaction in areas of plant installation. If the Contractor is unable to avoid soil compaction, the Contractor will be required to aerate the soil using an air spade.

- COMPLIANCE WITH MAY 8, 2015 US FWS BIOLOGICAL OPINION

  The US FWS Biological Opinion, provided as Attachment A of this SOW, has specific conditions and requirements for construction. The following summary of requirements from the Biological Opinion (BO) is included here for emphasis and illustrative purposes only; the original language of the Biological Opinion must be followed and take precedence over the summary version provided herein. Required activities for construction of artificial wildlife nests and wildlife monitoring will be conducted by Park personnel.

  - All vegetation will be trimmed from within the designated work areas by the Contractor using chain saws or hand tools only (collectively defined as machinery), unless otherwise permitted in the BO. Care will be taken to avoid any tree removal on the edges of the defined work area to the maximum extent possible. All cut vegetation will be removed daily, and piles or other accumulations of vegetation will not be left overnight, with the exception

of small piles of vegetation (less than 25 cubic feet), which may be permanently deposited in adjacent hammock habitat. Concrete or any debris is prohibited in any area. All demolished materials must be removed from each work area daily to minimize the possibility of KLWR and KLCM usage. Any vegetation to be used as mulch must be mulched and stored at the designated temporary mulch staging area at the end of each workday.

- Park will provide native vegetation from stock grown in the Park's native plant nursery to be planted within the areas disturbed by heavy equipment after the completion of restoration activities to supplement natural recruitment and ensure successful hammock restoration. The Park will instruct the Contractor on the location of the planting area and placement of planting materials. Based on Service recommendations, the trees and shrubs will be planted at densities no lower than one plant per 50 square feet of planting area, and no higher than one plant per 25 square feet of planting area.
- In order to avoid compaction of soil in cleared areas and to ensure plant colonization and growth, disking or air spades (near existing trees) will be used, as needed, to loosen soils compacted by equipment.
- Heavy equipment will be used in some of the work areas as described below. The size of the heavy equipment used will be limited to the available access to each individual work area. The selected heavy equipment will be limited to the smallest size necessary to safely remove any structures, keeping impacts as minimal as possible. Vegetation will not be removed to allow the use of larger heavy equipment.
- The outer edge of the staging area, site ingress/egress, asphalt areas, and other areas for all locations where heavy equipment will be used shall be plotted with / by Global Positioning System unit, mapped, and provided to the Project Manager. These areas will delineated with coordination with the Service and will be roped off prior to construction.
- Tennis Courts Specific Activity and Minimization Measures: The asphalt and fill from within the tennis court will be removed with heavy equipment. The outer rocky edges of the tennis courts will not be removed. Based on Service recommendations, FDEP will create an inward sloping wall during fill removal to be no less than 2:1 (width:height). However, due to varying elevations surrounding the tennis courts, this may not be feasible in all areas and the FDEP will coordinate with the Service to adjust this slope should it be deemed necessary. No fill removal is proposed on the access roads or in between the courts. Any fence removal, if desired, will occur with minimum vegetation removal. Fence removal work will be conducted from inside the tennis courts, and all materials will be brought inward, toward the center of the courts. Machinery, which could include heavy equipment, will be used for the fence removal. All lights will be removed, including those outside of the fenced area. While access to the tennis courts is available via open paths, the heavy equipment will not increase the size of access or staging areas.
- Bathhouse Specific Activity and Minimization Measures: Materials will be demolished and removed by hand only and carried to small construction vehicles staged at the asphalt edge. The current width of the recommended location of ingress/egress is a maximum 13 feet. The size of the access or staging areas will not be enlarged. Machinery, which could include heavy equipment, may be used to cut and remove vegetation from within the designated

work area. However, tree removal on the edges of the defined work area shall be avoided to the maximum extent possible.

- House Specific Activity and Minimization Measures: While there is adequate access for heavy equipment to be utilized at the house, the location will require some removal of hammock to allow for a maximum of 13-foot wide ingress/egress. Machinery, which could include heavy equipment, will be used to cut and remove vegetation from the ingress/egress area and from within the designated work area. However, care will be taken to avoid any tree removal on the edges of the defined ingress/egress and work area to the maximum extent possible.
- Restaurant and Tunnel Specific Activity and Minimization Measures: There is adequate access for heavy equipment to be utilized at the restaurant and tunnel. The size of the access or staging areas will not be enlarged. Machinery, which could include heavy equipment, may be used to cut and remove vegetation from within the designated work area. However, care will be taken to avoid any tree removal on the edges of the defined work area to the maximum extent possible.
- Lodge Specific Activity and Minimization Measures: There is adequate access for heavy equipment to be utilized at the lodge. The current ingress/egress width is a maximum of 13 feet. The size of the access or staging areas will not be enlarged. The stacked natural wood piles will be dispersed in the hammock or used in the construction of artificial nests throughout the Park. Any natural logs not used for nests shall be removed by hand to the outer limits of the lodge area where they will be cut and loaded onto small construction vehicles for removal from the site. Milled wood or lumber cannot be used in artificial nest construction or dispersed into the hammock and must be discarded. Care will be taken to not disturb the fill, particularly on the edges, when removing the concrete foundation. Machinery, which could include heavy equipment, will be used to cut and remove vegetation from within the designated work area. However, care will be taken to avoid any tree removal on the edges of the defined work area to the maximum extent possible. No fill will be removed from this location.
- Foundation Specific Activity and Minimization Measures: Due to the high density of KLCM and the amount of quality hammock that would need to be removed, no demolition will occur at this site. No vegetation or fill will be removed from within the foundation work area. The asphalt leading up to the site will be removed, with heavy equipment, up to the vegetated edge of the extent of the asphalt. Care will be taken to avoid any tree removal on the edges of the defined work area to the maximum extent possible.
- Roads Specific Activity and Minimization Measures: Asphalt will be removed with the exception of a 12-foot wide roadway that will be left intact. Saw-cutting will be used to remove the asphalt following the cleanest/best path, providing a meandering pattern where possible (avoiding exposing manhole covers). Additionally, the machinery removing the asphalt roadways will not disturb an area greater than the area being removed and will avoid any tree removal on the edges to the maximum extent possible.
- If a living KLWR or KLCM is encountered during land clearing or demolition, all work will immediately stop and the animal will be allowed to leave the area under its own volition.

Land clearing and demolition work will not resume until the animal has left the project site. If a dead KLWR or KLCM is encountered during land clearing or demolition, all work will immediately stop, and the animal will be left *in situ*. The original material surrounding it will be immediately returned to its original configuration to the maximum extent practicable. The Service will then be contacted for further instructions. Demolition or debris removal will not resume until authorized by the Service.

# Attachment A

## United States Department of the Interior

FISH AND WILDLIFE SERVICE
South Florida Ecological Services Office
1339 20th Street
Vero Beach, Florida 32960

May 8, 2015

Paul Rice
Florida Department of Environmental Protection
John Pennekamp Coral Reef State Park
Post Office Box 487
Key Largo, Florida 33037

| | |
|---|---|
| Service CPA Code: | 41420-2011-CPA-0200 |
| Service Consultation Code: | 41420-2011-F-0183 |
| Service Reinitiation Code: | 41420-2011-F-0183-R1 |
| Date Received: | November 22, 2013 |
| Consultation Reinitiation Package Complete: | July 31, 2014 |
| Applicant: | John Pennekamp Coral Reef State Park |
| County: | Monroe |

Dear Mr. Rice:

This document transmits the U.S. Fish and Wildlife Service's (Service) Biological Opinion to Florida Department of Environmental Protection (DEP) for the revised North Key Largo restoration project located in Monroe County, Florida. This document amends the Service's 2011 Biological Opinion (41420-2011-F-0183; BO)(Service 2011) for the removal of structures on Dagny Johnson Key Largo Hammock Botanical State Park (Dagny) and analyzes the effects of the revised project on the endangered American crocodile (*Crocodylus acutus*), the endangered Key Largo cotton mouse (*Peromyscus gossypinus allapaticola*; KLCM), the endangered Key Largo woodrat (*Neotoma floridana smalli*; KLWR), the endangered Schaus swallowtail butterfly (*Heraclides aristodemus ponceanus;* Schaus), the threatened eastern indigo snake (*Drymarchon corais couperi*), and the threatened Stock Island tree snail (*Orthalicus reses reses*; SITS) in accordance with section 7 of the Endangered Species Act of 1973, as amended (Act) (87 Stat. 884; 16 U.S.C. 1531 *et seq.*).

The Service is consulting with DEP on this project under section 7 of the Act because there is a Federal nexus from the expenditure of compensation funds from the federally funded Key Largo Wastewater Treatment Plant. The funds were transferred to Monroe County as compensation resulting from the Service's evaluation of the construction and expansion of the Key Largo Wastewater Treatment Plant (Biological Opinion [41420-2000-T-0736] [Service 2001], Technical Assistance [TA] [41420-2006-FA-1604] [Service 2006]). According to the terms of the Service's October 2006 TA letter to the Key Largo Wastewater Treatment District, the Service agreed the funds may be used cooperatively with the DEP to restore tropical hardwood hammock on the island of Key Largo. The biological opinion for the original North Key Largo

restoration project was issued on August 17, 2011, and analyzed hand clearing of structures to address hazards in Dagny. DEP is requesting to modify the project to include the use of heavy equipment[1] to complete the restoration work within Dagny at the Port Bougainville (Port B) restoration sites.

This amendment only addresses restoration work at the Port B site. Any modifications to the project at Dagny's other two sites (Old Roads and Nike Radar) would need to be addressed in a separate amendment. This Biological Opinion only provides updates and revisions to the applicable portions of the original BO. However, the Conclusion and Incidental Take Statement (associated assessment, Reasonable and Prudent Measures, and Terms and Conditions) are comprehensive and cover the entire project. The pages in which revisions are made are indicated in the header of each section.

This amendment is based on information provided in the November 2013 draft Request for Proposal for Habitat Restoration Project within Dagny Johnson Key Largo Hammock State Park (Monroe County 2013; RFP), email messages, telephone conversations, site visits, and other sources of information. A complete record of this consultation is on file at the South Florida Ecological Services Office, Vero Beach, Florida.

**Consultation History (Page 2)**

During a phone conversation on November 22, 2013, DEP and Monroe County requested to reinitiate formal consultation with the Service to modify the restoration project at Port B, located within Dagny, for the KLWR and KLCM. Over the next several months, the Service conducted several meetings with DEP and Monroe County to identify the feasibility of modifying the original project to use heavy equipment to conduct restoration and to gather species information.

On February 26, 2014, the Service, DEP, and Monroe County discussed the restoration plans at the Port B site. The parties agreed that a site visit would be required to: 1) better define the work area, 2) identify if the use of heavy equipment was feasible, what restrictions would be required, and 3) evaluate the need for additional surveys in the event heavy equipment was used.

On March 10, 2014, the Service conducted a site visit of the Port B restoration areas. During this meeting the Service identified the necessary survey areas. It was determined that trapping surveys would be conducted by the Service with participation by the DEP and any biologists who may do work as part of the restoration project.

The Service conducted trapping surveys for KLWR and KLCM at the various work areas within Port B outlined in the project between April 7, 2014, and April 11, 2014.

[1] Heavy equipment refers to heavy-duty vehicles, specially designed for executing construction tasks, most frequently ones involving earthwork operations. Heavy equipment includes vehicles such as excavators, loaders, and dump trucks and come in various sizes. The size of the heavy equipment used will be limited to the available access to each individual work area and will be the smallest size necessary to safely remove any structures, keeping impacts as minimal as possible.

On June 24, 2014, the Service met with DEP and Monroe County at the Port B restoration areas to discuss survey results and outline the potential effects from the use of heavy equipment. Potential ingress/egress and staging areas were identified as well as some possible additional minimization measures for each location in the event heavy equipment would be used.

On July 31, 2014, the Service spoke with the DEP by phone regarding the potential impacts from restoration and to finalize the minimization efforts that would be required to reduce the effects of using heavy equipment on the soils and to listed species.

As of July 31, 2014, the Service had received all the information necessary for reinitiation of formal consultation as required in the regulations governing interagency consultations (50 CFR § 402.14).

## BIOLOGICAL OPINION

### DESCRIPTION OF PROPOSED ACTION (Page 2)

The DEP, in coordination with Monroe County, proposes to perform upland hammock restoration activities consisting primarily of demolition and removal of structures, fill removal, grading, and planting of native vegetation. Funds that were transferred to Monroe County as compensation resulting from the Service's June 11, 2001, BO and October 26, 2006, TA will be used to accomplish the required minimum of 4.2 acres of hammock restoration. Any restoration work completed using this funding will be conducted by a contractor hired by Monroe County in accordance with the County's purchasing procedures. The project proposes to restore the same acreage identified in the original BO which includes 13.16 acres of hammock in North Key Largo. The Service recognizes that the entire project may not be completed with the amount of available compensation funds. The requirements for restoration in the referenced BO and TA will be considered fulfilled when a minimum of 4.2 acres of hammock have been restored.

The portion of the project that is proposed in Port B comprises 6.16 acres of hammock in seven distinct areas. The seven work areas are identified as the: Tennis Courts, Bathhouse, House, Restaurant and Tunnel, Lodge, Foundation, and Roads. An onsite staging area will be identified to temporarily hold mulch that will be distributed on site.

The project will include the following general restoration activities and minimization measures within Port B:

1. All vegetation will be trimmed by workers using chain saws or hand tools (collectively defined as machinery) from within the designated work areas unless otherwise discussed in this amendment. Care will be taken to avoid any tree removal on the edges of the defined work area to the maximum extent possible. All cut vegetation will be removed daily, and piles or other accumulations of vegetation will not be left overnight with the exception of small vegetation piles (less than 25 cubic feet), which may be permanently deposited in adjacent hammock habitat.

2. Concrete or any debris is prohibited in any area. All demolished materials must be removed from each work area daily to minimize the possibility of KLWR and KLCM usage. Any vegetation to be used as mulch must be mulched and stored at the designated temporary mulch staging area at the end of each workday.

3. Feral cats are a major threat impacting federal and state endangered species within Dagny and on the Service's neighboring public lands. DEP will continue to allow Service staff to conduct feral cat monitoring and trapping within the park boundaries. DEP will procure and monitor six remote cameras within the park boundaries, and within 1 year from project completion develop and implement a strategy for long-term, management of feral cats within Dagny.

4. DEP will secure the necessary materials to construct artificial KLWR nest structures. The nest structures will be constructed at the Bathhouse, House, Restaurant and Tunnel, and Lodge at least 3 months prior to the start of any restoration activity. DEP will organize any work force that may be required to construct the nest structures. The Service has had success in constructing artificial KLWR nest structures and will provide support for the design and construction of the artificial nest.

5. DEP will provide native vegetation from stock grown in Dagny's native plant nursery to be planted within the areas disturbed by heavy equipment after the completion of restoration activities to supplement natural recruitment and ensure successful hammock restoration. The DEP will instruct Monroe County's contractor on the location of the planting area and placement of planting materials. Based on Service recommendations, the trees and shrubs will be planted at densities no lower than one plant per 50 square feet of planting area, and no higher than one plant per 25 square feet of planting area. The DEP will monitor the planted vegetation for 3 years and will provide additional plants if the survival rate falls below 75 percent.

6. In order to avoid compaction of soil in cleared areas and to ensure plant colonization and growth, disking or air spades (near existing trees) will be used, as needed, to loosen soils compacted by equipment.

7. Heavy equipment will be used in some of the work areas as described below. The size of the heavy equipment used will be limited to the available access to each individual work area. The selected heavy equipment will be limited to the smallest size necessary to safely remove any structures, keeping impacts as minimal as possible. Vegetation will not be removed to allow the use of larger heavy equipment.

8. The outer edge of the staging area, site ingress/egress, asphalt areas, and other areas for all locations where heavy equipment will be used shall be plotted with Global Positioning System unit, mapped, and provided to the contractor and any onsite biologist. These areas will delineated with coordination with the Service and will be roped off prior to construction.

A description of each of the Port B restoration areas size, general restoration activities proposed, survey effort, and area specific restoration activities and minimization measures are as follows:

1. Tennis Courts: Size: 1.21 acres. Restoration activity: Removal of asphalt, chain link fencing and collection of fill from within the tennis court areas from the fence line inward (toward individual courts).

   Survey effort: No trapping was conducted at the tennis courts during the week of surveying performed by the Service.

   Specific activity and minimization measures: The asphalt and fill from within the tennis court will be removed with heavy equipment. The outer rocky edges of the tennis courts will not be removed. Based on Service recommendations, DEP will create an inward sloping wall during fill removal to be no less than 2:1 (width:height). However, due to varying elevations surrounding the tennis courts this may not be feasible in all areas and the DEP will coordinate with the Service to adjust this slope should it be deemed necessary. No fill removal is proposed on the access roads or in between the courts. Any fence removal, if desired, will occur with minimum vegetation removal. Fence removal work will be conducted from inside the tennis courts and all materials will be brought inward, toward the center of the courts. Machinery, which could include heavy equipment, will be used for the fence removal. All lights will be removed, including those outside of the fenced area. While access to the tennis courts is available via open paths, the heavy equipment will not increase the size of access or staging areas.

2. Bathhouse: Size: 0.30 acres. Restoration activity: Removal of structure and scattered debris.

   Surveys: No trapping was conducted at the bathhouse during the week of surveying performed by the Service.

   Specific activity and minimization measures: Materials will be demolished and removed by hand only and carried to small construction vehicles staged at the asphalt edge. The current width of the recommended location of ingress/egress is a maximum 13 feet. The size of the access or staging areas will not be enlarged. Machinery, which could include heavy equipment, may be used to cut and remove vegetation from within the designated work area. However, tree removal on the edges of the defined work area shall be avoided to the maximum extent possible. Because of the debris removal, prior to demolition, a minimum of 6 artificial nests will be constructed in multiple locations surrounding the bath house area.

3. House: Size: 0.45 acres. Restoration activity: Removal of structure, removal of fill material to return the area to an elevation even with surrounding natural grade.

   Surveys: Surveys were conducted over 3 nights at the house. Over the course of trapping, a KLCM was captured at 3 different trap sites (2 individuals, 1 recapture).

Specific activity and minimization measures: While there is adequate access for heavy equipment to be utilized at the house, the location will require some removal of hammock to allow for a maximum of 13-foot wide ingress/egress. Machinery, which could include heavy equipment, will be used to cut and remove vegetation from ingress/egress area and from within the designated work area. However, care will be taken to avoid any tree removal on the edges of the defined ingress/egress and work area to the maximum extent possible. Due to the high density of KLCM, prior to demolition a minimum of 12 artificial nests will be constructed in multiple locations surrounding the house area.

4. Restaurant and Tunnel: Size: 1.30 acres. Restoration activity: Removal of structures and planting native plants supplied by DEP as described in minimization measure 5 listed above.

Surveys: Surveys were conducted over 4 nights at the restaurant and tunnel. Over the course of trapping a KLCM was captured at 3 different trap sites (2 individuals, 1 recapture).

Specific activity and minimization measures: There is adequate access for heavy equipment to be utilized at the restaurant and tunnel. The size of the access or staging areas will not be enlarged. Machinery, which could include heavy equipment, may be used to cut and remove vegetation from within the designated work area. However, care will be taken to avoid any tree removal on the edges of the defined work area to the maximum extent possible. Due to the high density of KLCM, prior to demolition a minimum of 10 artificial nests will be constructed in multiple locations surrounding the tunnel area.

5. Lodge: Size: 0.62 acres. Restoration activity: Removal of structures, wood piles, broken asphalt, and collection of concrete foundation to return the area to an elevation even with surrounding natural grade.

Surveys: Surveys were conducted over 4 nights at the lodge. Both KLWR's and KLCM were caught during trapping at the lodge. At least one targeted species was captured on each night traps were set. KLCM were caught at 2 different trap sites (2 individuals, 1 recapture) on 3 nights that traps were set. KLWR's were caught at 3 different trap sites (2 individuals, 1 recaptured twice) on 3 nights the traps were set. Both KLCM and KLWR's were caught within and around the structure. One KLWR was spotted entering a nest after being released.

Specific activity and minimization measures: There is adequate access for heavy equipment to be utilized at the lodge. The current ingress/egress width is a maximum of 13 feet. The size of the access or staging areas will not be enlarged. The stacked natural wood piles will be dispersed in the hammock or used in the construction of artificial nests throughout Dagny. Any natural logs not used for nests shall be removed by hand to the outer limits of the lodge area where they will be cut and loaded onto small construction

vehicles for removal from the site. Milled wood or lumber cannot be used in artificial nest construction or dispersed into the hammock and must be discarded. Care will be taken to not disturb the fill, particularly on the edges, when removing the concrete foundation. Machinery, which could include heavy equipment, will be used to cut and remove vegetation from within the designated work area. However, care will be taken to avoid any tree removal on the edges of the defined work area to the maximum extent possible. Due to the high density of both KLWR's and KLCM, prior to demolition a minimum of 18 artificial nests be constructed in multiple locations surrounding the lodge area, using natural logs from within the lodge. No fill will be removed from this location.

6. Foundation: Size: 0.13 acres. Restoration activity: Removal of structure.

Surveys: Surveys were conducted over 3 nights at the foundation. Over the course of trapping a KLCM was captured at 3 different trap sites (2 individuals, 1 recapture).

Specific activity and minimization measures: Due to the high density of KLCM and the amount of quality hammock that would need to be removed, no demolition will occur at this site. No vegetation or fill will be removed from within the foundation work area. The asphalt leading up to the site will be removed, with heavy equipment, up to the vegetated edge of the extent of the asphalt. Care will be taken to avoid any tree removal on the edges of the defined work area to the maximum extent possible.

7. Roads: Size: 2.15 acres. Restoration activity: Removal of asphalt.

Surveys: No trapping was conducted in association with the roads during the week of surveying performed by the Service.

Specific activity and minimization measures: Asphalt will be removed with the exception of a 12-foot wide roadway that will be left intact. Saw-cutting will be used to remove the asphalt following the cleanest/best path, providing a meandering pattern where possible, and avoiding exposing manhole covers. Additionally, the machinery removing the asphalt roadways will not disturb an area greater than the area being removed and will avoid any tree removal on the edges to the maximum extent possible.

**Action Area (Page 3)**

The action area was originally defined as approximately 19.07 acres of hammock and transitional wetlands at three previously disturbed sites. The introduction of heavy equipment expands the area in which KLWR and KLCM will be affected. However, this temporary loss of habitat does not expand the original action area. The action area specific to the revised project is the combined footprints of the Port B work areas (6.16 acres).

## STATUS OF THE SPECIES/CRITICAL HABITAT

**Analysis of the species/critical habitat likely to be affected**
*Other species in the Action Area* (**Page 12**)

In addition to the KLWR and KLCM, the American crocodile, eastern indigo snake, Schaus, and SITS also occur within the project's action area.

The project area is within the boundaries of designated critical habitat for the American crocodile. Suitable nesting habitat for the American crocodile will not be affected. Therefore, the Service finds the proposed project may affect, but is not likely to adversely affect the American crocodile and its designated critical habitat.

Historically, the eastern indigo snake ranged throughout the upland habitats of the Florida Keys; however, its present distribution is uncertain. Suitable habitat for the eastern indigo snake includes a mosaic of habitats in which they establish home ranges of up to 183 acres for males, and up to 120 acres for females (Layne and Steiner 1996). The large home range of eastern indigo snakes makes surveying difficult. The DEP has agreed to implement the Eastern Indigo Snake Protection Measures (Service 2013); therefore, the Service finds the proposed project may affect, but is not likely to adversely affect the eastern indigo snake.

The Schaus is a blackish-large brown and yellow butterfly found in the tropical hardwood hammocks extending from Southern Miami-Dade County to Lower Matecumbe Key. All restoration sites contain suitable habitat for the Schaus. Schaus were documented within Dagny during pedestrian surveys conducted by the DEP's environmental consultant. No additional surveys for Schaus were conducted specifically for this project and no Schaus were identified during the Service's on site visits. The scope of work does not include the removal of plant species used by the Schaus and a minimal amount of vegetation removal is expected to occur. Therefore the Service finds the proposed project may affect, but is not likely to adversely affect the Schaus.

SITS feed primarily on wild tamarind (*Lysiloma bahamensis*), willow bustic (*Bumelia salicifolia*), poisonwood (*Metopium toxiferum*), gumbo limbo (*Bursera simaruba*), pigeon plum (*Coccoloba diversifola*), ironwood (Krugiodendron ferreum), wild lime, mastic (*Mastichodendron foetidissimum)*, and strongbark (*Bourreria* sp.), but may also feed on other species. All of these tree species are found within Dagny and may be present in a density or environment at the work areas that creates a microclimate (shade, humidity, temperature) favorable for tree snails. While no protocol surveys for SITS were conducted and no SITS were identified during the Service's on site visits, the sites contain suitable habitat for this species and SITS are known to be present within Dagny. The scope of work requires a minimal amount of vegetation removal. To minimize the possibility affecting the SITS, the DEP has agreed to stop work if the SITS are found within a designated work area and to contact the Service for guidance, before work is continued. Therefore, the Service finds the proposed project may affect, but is not likely to adversely affect the SITS.

## EFFECTS OF THE ACTION

The project site contains suitable habitat and is located within the geographic range of the KLWR and KLCM. Both KLWRs and KLCM are currently found within the proposed construction footprint. The time required to complete construction of the project is not known. It is unknown when new hammock will be mature enough for KLWRs and KLCM to utilize the work areas.

### Analyses for effects of the action (Page 17)

Direct Effects: The restoration activities and temporary habitat loss during the clearing and removal of structures, fill, and roads may result in take of the KLWR and the KLCM. The probability of incidental take is dependent upon the number of KLWRs and KLCM in the area, their dispersal abilities, and the amount and distribution of available, suitable habitat. The use of heavy equipment can crush or injure individual KLWRs and KLCM and destroy or degrade nesting and foraging habitat. In addition, construction activities may adversely affect KLWRs and KLCM by causing them to leave the area and miss foraging and mating opportunities. Individuals fleeing the area may be more vulnerable to predation. Therefore, the probability of take during restoration work at Port B has increased with the additional use of heavy equipment. With proper safeguards in place, direct mortality of the KLWR and the KLCM as a result of the added use of heavy equipment can be minimized.

The proposed action will directly result in the temporary loss of 6.16 acres of potentially suitable habitat, some of which provides foraging and breeding habitat for KLWRs and KLCM. A total of 2,498 acres of suitable KLWR and KLCM habitat currently occurs in North Key Largo. Therefore, the project will result in temporary impacts to less than 0.5 percent of the geographic range of these species, and much of that 0.5 percent is currently concrete, asphalt or road beds.

### Species response to the prosed action

The project will result in increased human activity (*e.g.,* equipment, construction personnel, surveys, replanting, etc.). As a result, KLWRs and KLCM may leave the area and miss foraging and mating opportunities. Individuals fleeing the area may be more vulnerable to predation. The increase in human activity could cause the KLWR and the KLCM to avoid using existing adjacent habitat, resulting in additional temporary habitat loss. However, KLWRs and KLCM present adjacent to the restoration activities could acclimate to the human activities and not abandon adjacent habitat. The number of individuals that will be present at the time of the action is not known. The data collected from surveys cannot accurately determine population density estimates of KLWRs or KLCM within the work areas. The Service anticipates that with the implemented minimization measures, planting of native hammock vegetation, and installation of artificial nest structures on lands adjacent to the work areas that KLWRs and KLCM will eventually reoccupy the work areas.

The following sections address the entire project.

## CONCLUSION

After reviewing the current status of the KLWR and KLCM, the environmental baseline for the action area, the effects of the proposed action, and the cumulative effects, it is the Service's biological opinion that the revised project, as proposed, is not likely to jeopardize the continued existence of the KLWR or the KLCM.

Our conclusion is based on the fact that the original project will result in the temporary loss of 19.07 acres of KLWR and KLCM habitat which includes the 6.16 acres of KLWR and KLCM habitat within Port B where the use of heavy equipment will be used to complete the removal of existing structures. Therefore, the revised project will result in temporary impacts to habitat that are less than 0.5 percent of the geographic range of these species. In addition, KLWR and KLCM are expected to reoccupy the work areas over time with the implemented minimization measures, planting of native hammock vegetation, and installation of artificial nest structures on lands adjacent to the work areas. Furthermore, the restoration is expected to benefit the overall survival and recovery of the KLWR and KLCM because of the improvements to the habitat and the addition of the artificial nests. Critical habitat has not been designated for the KLWR and KLCM; therefore, none will be affected.

## INCIDENTAL TAKE STATEMENT

Section 9 of the Act and Federal regulation pursuant to section 4(d) of the Act prohibit the take of endangered and threatened species, respectively, without special exemption. Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. Harm is further defined by the Service to include significant habitat modification or degradation that results in death or injury to listed species by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. Harass is defined by the Service as intentional or negligent actions that create the likelihood of injury to listed species to such an extent as to significantly disrupt normal behavior patterns which include, but are not limited to, breeding, feeding, or sheltering. Incidental take is defined as take that is incidental to, and not the purpose of, the carrying out of an otherwise lawful activity. Under the terms of section 7(b)(4) and section 7(o)(2), taking that is incidental to, and not intended as part of the agency action, is not considered to be prohibited taking under the Act provided such taking is in compliance with the terms and conditions of this incidental take statement.

The terms and conditions described below are nondiscretionary and must be undertaken by the DEP so they become binding conditions of any grant or permit issued to the DEP, as appropriate, for the exemption in section 7(o)(2) to apply. The DEP has a continuing duty to regulate the activity covered by this incidental take statement. If the DEP (1) fails to assume and implement the terms and conditions or (2) fails to require DEP to adhere to the terms and conditions of the incidental take statement through enforceable terms that are added to the permit or grant document, the protection coverage of section 7(o)(2) may lapse. In order to monitor the impact

of incidental take, the DEP, must report the progress of the action and its impact on the species to the Service as specified in the incidental take statement [50 CFR § 402.14(i)(3)].

## AMOUNT OR EXTENT OF TAKE ANTICIPATED

The number of individual KLWR and KLCM that will be present at time of the action is not known. The data collected from surveys cannot be used to accurately determine population density estimates of KLWRs or KLCM within the work areas. The Service finds that the project will result in harm (*i.e.,* habitat loss) to the KLWR and KLCM from the construction activities to restore 19.07 acres of habitat. In addition, harassment of the KLWR and KLCM is anticipated from disturbance as a result of the removal of debris and restoring natural grade. The Service anticipates that the entire project, including the 19.07 acres of restoration and use of heavy equipment, will result in the take of five KLWR and seven KLCM from either mortality, injury, harm, or harassment.

If, during the course of this action, this level of take is exceeded, such take would represent new information requiring review of the reasonable and prudent measures provided. All work should stop and the reasonable and prudent measures must be modified immediately.

## EFFECT OF THE TAKE

In the accompanying biological opinion, the Service determined this level of anticipated take is not likely to result in jeopardy to the KLWR or KLCM. No critical habitat has been designated for either of these species; therefore, none will be destroyed or adversely modified.

## REASONABLE AND PRUDENT MEASURES

*(Includes all measures from the original BO that Service believes are necessary and appropriate to reduce take and to minimize the impacts of incidental take of KLWR and KLCM from the project (original and revised).*

The Service believes the following reasonable and prudent measures are necessary and appropriate to reduce take and to minimize the impacts of incidental take of KLWR and KLCM:

1. Further minimize the adverse effects of the action to the KLWR and KLCM and other species through avoidance of certain areas (as described in the Terms and Conditions, below), use of appropriate land clearing techniques and planting appropriate native species.

2. Evaluate the success of the restoration plan through appropriate monitoring.

3. Minimize the adverse effects of feral animal predation on the KLWR and KLCM.

**TERMS AND CONDITIONS**

To implement the above reasonable and prudent measures, the Service has outlined the following terms and conditions. In accordance with the Interagency Cooperation Regulation (50 CFR § 402), these terms and conditions must be complied with to implement the reasonable and prudent measures:

1a. DEP will not restore 0.15 acre of emerging hammock at the Port B site marked as "Fill Area" in Figure 2 in the BO.

1b. Trapping for presence of KLWR and KLCM was conducted by the service between April 7, 2014, and April 11, 2014, and is no longer required prior to restoration activities at the Port B location, as long as construction occurs or is completed by January 2016. If construction is not completed prior to January 2016, the DEP will coordinate with the Service to determine if additional surveys are necessary. Additionally, trapping for presence at the other two sites (Old Roads and Nike Radar) is no longer required unless there is a change in the scope of work to be conducted at those locations beyond what is discussed in the original BO. If the presence of KLWR or KLCM is documented at Old Roads or Nike Radar, the Service will be contacted to delineate areas that will be avoided.

1c. Procedures used to clear and grub the proposed sites will be designed to minimize the potential for harm to the KLWR and KLCM. Existing hammock vegetation outside of the Port B work areas described in this amendment will not be impacted. A qualified biologist with documented experience identifying the KLWR and the KLCM (as described in Term and Condition 2b) will be on site during the debris removal, vegetation clearing and building demolition. If a living KLWR or KLCM is encountered during land clearing or demolition, all work will immediately stop and the animal will be allowed to leave the area under its own volition. Land clearing and demolition work will not resume until the animal has left the project site. If a dead KLWR or KLCM is encountered during land clearing or demolition, all work will immediately stop, the animal will be left *in situ*. The original material surrounding it will be immediately returned to its original configuration to the maximum extent practicable. The Service will then be contacted (see 4, below) for further instructions. Demolition or debris removal will not resume until authorized by the Service. All KLCM or KLWRs observed will be recorded and this information will be provided to the Service within 10 business days of completion of land clearing and demolition.

1d. Prior to any removal, the DEP will coordinate with the Service on the removal of any existing debris piles that are not removed by hand outside of the Port B work areas discussed in this amendment to determine if formal consultation is necessary. At Old Roads and Nike Radar, demolition of concrete structures will be demolished using a hand-held or equipment-mounted pneumatic or hydraulic jackhammer where feasible to allow any KLWRs and KLCM hiding in or under the existing structures to leave the project site, minimizing potential injuries.

1e. DEP will avoid disturbance of any stick or other pile nests, and contact the Service if any are encountered.

1f. Native hammock species planted at the "Restaurant & Tunnel" location will include pigeon plum (*Coccoloba diversifolia*), wild coffee (*Psychotria nervosa*), torchwood (*Amyris elemifera*) and wild lime (*Zanthoxylum fagara*).

2. Surveys consisting of live trapping for KLWR and KLCM will be conducted, at a minimum, at the sites at 1, 3 and 5 years after the restoration is completed to evaluate the success of the restoration.

    a. All procedures will follow the Service's protocol for small mammal surveys. The following information will be recorded for each KLWR or KLCM captured during the trapping: GPS location; the species of the each animal captured; the date each animal was captured; the location of each animal captured; the sex, approximate age, and mass (in grams) of each animal captured; and any other noteworthy observations.

    b. All KLWRs and KLCM captured will immediately be released unharmed at the trap site following the recording of data. Any other threatened and endangered species encountered within the project footprint will be recorded. Black rats captured during the live-trapping event will be euthanized humanely. The date and GPS location of each black rat captured as well as standard biological data will be recorded.

    c. A summary report will be provided to Service within 30 days of completion of the initial live trapping activities. If no KLWR or KLCM are captured during the 1, 3, and 5 year surveys, the DEP will coordinate with the Service to review survey methods and predator control management.

    d. Experienced biologists are necessary to minimize take during the live-trapping and monitoring of the KLWR and the KLCM specified in this amendment. Qualifications include education, experience with required techniques, and knowledge of the specific species being evaluated. Qualified individuals will be considered by the Service at the request of the DEP and Monroe County and must obtain a valid 10(a)(1)(A) permit.

3. Control feral and free-ranging domestic cats on the project sites in perpetuity, and educate the public about the harm to the KLWR, KLCM, and other native wildlife species that results when domestic cats are allowed to roam freely or are released into the wild. This includes starting a feral cat trapping program on Dagny. Educational elements include:

    a. Current hammock exhibit at John Pennekamp Coral Reef State Park visitor center will be expanded in size and include information about exotic species/predators to local flora and fauna and will specifically discuss the adverse effects of cats on

native wildlife.

b. An interpretive exhibit will be established at the Tunnel site located near the end of the pavement (edge of ADA accessible area) and will display restoration activities and imperiled species/predators to said species and will specifically discuss the adverse effects of cats on native wildlife.

c. Winter-time interpretive walks at Port B conducted by staff and volunteers will include a discussion on imperiled species in the area, predators to those species, and a discussion on the adverse effects of cats on native wildlife.

**REPORTING**

Upon locating a dead KLWR or KLCM specimen, initial immediate notification must be made to the nearest Service Law Enforcement Office (10426 NW 31st Terrace, Miami, Florida 33172; 305-526-2610; 305-526-2610). Secondary notification should be made to the FWC (South Region, 8535 Northlake Boulevard West Palm Beach, Florida 33412; 561-625-5122). Care must be taken in handling any dead specimens of proposed or listed species found in the project area to preserve the specimen or its remains in the best possible condition. In conjunction with the preservation of any dead specimens, the finder has the responsibility to ensure evidence intrinsic to determining the cause of death of the specimen is not unnecessarily disturbed. The finding of dead specimens does not imply enforcement proceedings pursuant to the Act. The reporting of dead specimens is required to enable the Service to determine if take is reached or exceeded and to ensure the terms and conditions are appropriate and effective.

## CONSERVATION RECOMMENDATIONS

Section 7(a)(1) of the Act directs Federal agencies to utilize their authorities to further the purposes of the Act by carrying out conservation programs for the benefit of endangered and threatened species. Conservation recommendations are discretionary agency activities to minimize or avoid adverse effects of a proposed action on listed species or critical habitat, to help implement recovery plans, or to develop information. The Service is not proposing any conservation recommendations at this time.

## REINITIATION - CLOSING STATEMENT

This concludes formal consultation on the revised project. As provided in 50 CFR § 402.16, reinitiation of formal consultation is required when discretionary Federal agency involvement or control over the action has been retained and if: (1) the amount or extent of incidental take is exceeded; (2) the agency action is subsequently modified in a manner that causes an effect to a listed species or critical habitat not considered in this opinion; (3) new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered in this opinion; or (4) a new species is listed or critical habitat designated that may be affected by the action. In instances where the amount or extent of incidental take is exceeded, any operations causing such take must cease pending reinitiation.

Thank you for your cooperation in the effort to conserve fish and wildlife resources. If you have any questions regarding this project, please contact Shawn Christopherson at 772-469-4336.

Sincerely yours,

Donald R. Progulske
Everglades Program Supervisor
South Florida Ecological Services Office

Enclosure

cc: electronic only
Corps, Miami, Florida (Paul Kruger)
DEP, Tallahassee, Florida (Samantha Browne)
EPA, West Palm Beach, Florida (Richard Harvey)
FWC, Tallahassee, Florida (FWC-CPS, Maryann Poole, Traci Wallace)
FWC, West Palm Beach, Florida (Ricardo Zambrano)
Service, Atlanta, Georgia (Dave Flemming)
Service, Big Pine Key, Florida (Nancy Finley)
Service, Key Largo, Florida (Jeremy Dixon)
Service, Vero Beach, Florida (Sandra Sneckenberger)

## Literature Cited


Layne, J.N., and T.M. Steiner. 1996. Eastern indigo snake (*Drymarchon corais couperi*): summary of research conducted on Archbold Biological Station. Report prepared under Order 43910-6-0134 to the U.S. Fish and Wildlife Service; Jackson, Mississippi.

Monroe County. 2013. Draft Request for Proposal for Habitat Restoration Project within Dagny Johnson Key Largo Hammock State Park. 68 pages.

U.S. Fish and Wildlife Service. 2001. Biological Opinion: Key Largo Wastewater Treatment Plant. South Florida Ecological Services Office; Vero Beach, Florida.

U.S. Fish and Wildlife Service. 2006. Technical Assistance: Key Largo Wastewater Treatment Plant. South Florida Ecological Services Office; Vero Beach, Florida. 3 pages.

U.S. Fish and Wildlife Service. 2007. Draft communications plan on the U.S. Fish and Wildlife Service's Role in Climate Change.

U.S. Fish and Wildlife Service. 2011. Biological Opinion: Florida Department of Environmental Protection's (DEP) proposed North Key Largo Restoration Project. South Florida Ecological Services Office; Vero Beach, Florida.

U.S. Fish and Wildlife Service. 2013. Standard Protection Measures for the Eastern Indigo Snake. South Florida Ecological Services Office; Vero Beach, Florida.

**U.S. FISH AND WILDLIFE SERVICE**

TRAPPING PROTOCOL TO DETERMINE PRESENCE OF
THE KEY LARGO WOODRAT (*Neotoma floridana smalli*) AND THE KEY LARGO
COTTON MOUSE (*Peromyscus gossypinus allapaticola*)
5/9/2005

This protocol is to be used when trapping to determine presence/absence of the Key Largo woodrat (KLWR) and Key Largo cotton mouse (KLCM) in a given area.

1. Individuals conducting the trapping should have a permit and previous experience in live trapping small mammals (or be trained by an experienced person). They must also be able to identify any species that may be captured during the trapping event.

2. Surveys should include all potential KLWR/KLCM habitats within the area and, if landowner permission can be obtained, adjacent lands with potential KLWR/KLCM habitat.

3. Trapping should be conducted over the entire project area using a grid system of Sherman live-traps spaced at 10-15 meter intervals.

4. Traps should be set for four consecutive nights per trapping season or until an individual of each species is caught. Unexpected drops in temperature may cause a disruption in consecutive trapping nights.

5. Trapping will not be conducted when nighttime temperatures are forecast to be $<60^{\circ}$ F. If temperatures are forecast to be in the mid to low 60's, cotton balls (4-5) will be placed in the trap along with the bait.

6. Bait should consist of crimped oats and any combination of the following ingredients: peanut butter, grapes, apples and/or sunflower seeds.

7. In areas where fire ants are present, 10% Carbaryl (Sevin) dust will be placed immediately under the traps so that KLWRs/KLCM will not come in immediate contact with it. Other approved methods will be considered.

8. Traps should be checked and all KLWRs/KLCM released no later than 3 hours after official sunrise.

9. Upon capture of a KLWR or KLCM, authorized personnel identified by the Service will be contacted immediately.

10. All captured individuals shall be handled for as briefly as possible in a humane manner during the time it takes to tag, examine, identify, and collect necessary biological samples. OPTIONAL: All KLWRs captured in the wild will have blood

samples taken by authorized personnel for genetic analysis. PIT (passive-induced transponder) tags in conjunction with ear tags will be used for individual woodrat identification and such identification will be applied by authorized personnel. All KLWRs/KLCM shall be released at their point of capture, if possible.

11. Any black rats *(Rattus rattus)* captured during woodrat trapping will be euthanized humanely. If raccoons are disturbing traps (determined by missing bait or closed traps), the Service will be contacted and an appropriate method for minimizing trap disturbance will be implemented. If raccoon trapping is deemed necessary, the raccoons will be trapped using appropriately sized traps (*e.g.*, Tomahawk). Domestic cats are to be released on the perimeter of the study area near residences and any feral cats captured in the traps will be brought to the local animal shelter.

12. Presence of KLWRs/KLCM can be documented in a single trapping period. To determine absence, traps shall be operated seasonally (fall, winter, spring, summer) for 2 years.

13. Site description and trapping data should be recorded. Site description should include GPS location and property Real Estate number, habitat on the project area and adjacent lands, and trapping design relative to habitat distribution. Daily trapping data should include number of KLWRs/KLCM trapped per day, non-target species, and lost or missing traps. Sex, age, and reproductive status of Key Largo cotton mice will also be reported. Digital photographs of trap setups and captured animals should be included with the final report. All data, including all verified data, GIS files, metadata, photographs, reports and final reports will be delivered via CD- or DVD-ROM. All trapping information should be submitted to the following offices:

Sandra Sneckenberger
U.S. Fish and Wildlife Service
1339 20th Street
Vero Beach, Florida 32960

Jeffery A. Gore, Ph.D.
Fish and Wildlife Research Institute
Florida Fish and Wildlife
Conservation Commission
3911 Highway 2321
Panama City, Florida 32409

Paul Rice
Pennekamp State Park
Post Office Box 487
Key Largo, Florida 33037

Ernest M. Cowan
Florida Park Service
13798 S.E. Federal Highway
Hobe Sound, Florida 33455

Jeremy Dixon
Crocodile Lake National Wildlife Refuge
Post Office Box 370
Key Largo, Florida 33037

Dana Hartley
U.S. Fish and Wildlife Service
South Florida Ecological Services Office
1339 20th Street
Vero Beach, Florida 32960-3559

-Attachment B-

AGREEMENT

THIS AGREEMENT is made the 31st day of August 2015 by and between STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, 3900 Commonwealth Boulevard, Mail Station 500, Tallahassee, Florida 32399-3000, herein called DRP, and MONROE COUNTY, FLORIDA, 1100 Simonton Street, Key West, Florida 33040, herein called the County.

WHEREAS, DRP wishes to complete the restoration work as described in the DRP document "North Key Largo Restoration Project" (Exhibit "A"); and

WHEREAS, the County has possession of mitigation monies as a result of the construction of the Key Largo wastewater treatment plant which construction necessitated the review and approval of the U.S. Fish and Wildlife Service ("USFWS"); and

WHEREAS, a condition of USFWS's approval was the payment of a mitigation fee into the Monroe County Environmental Land Management and Restoration Fund which must be utilized to complete the restoration of a minimum of 4.2 acres of tropical hardwood hammock habitat in North Key Largo and any proposed mitigation project claiming to meet this requirement must be reviewed and approved by USFWS; and

WHEREAS, according to a Biological Opinion issued by USFWS on May 8, 2015 (Exhibit "B"), the restoration work proposed by DRP in the "North Key Largo Restoration Project" document meets USFWS mitigation requirements; and

WHEREAS, DRP wishes to complete this restoration project utilizing the mitigation monies received and contributed by the County as a result of the construction of the Key Largo wastewater treatment plant and the County is in agreement with this proposal.

NOW, THEREFORE, this Agreement is intended to outline the terms of the restoration project proposed for Dagny Johnson Key Largo Hammock Botanical State Park and this Agreement is subject to the following terms and conditions:

1. PERMISSION TO ENTER PROPERTY. DRP as lessee under Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Lease No. 3267 hereby grants the County the non-exclusive permission to enter Dagny Johnson Key Largo Hammock Botanical State Park (the "Property"), for the sole purpose of habitat restoration (the "Project"), from the date of this Agreement through December 31, 2020. This Agreement is personal to the County and may not be assigned or transferred without the prior written consent of DRP.

The Project consists of restoration work as described in the DRP document "North Key Largo Restoration Project" attached as Exhibit "A," and as authorized in the Biological Opinion from the US Fish & Wildlife Service dated May 8, 2015, attached as Exhibit "B." DRP understands that all of the restoration work described in the "North Key Largo Restoration Project" will not necessarily be completed under the Project.

DRP and the County agree that the work will proceed in the following order: Port Bouganville site, Nike Radar site, and the Old Roads site.

DRP gives the County and its respective employees, contractors, subcontractors and agents permission to enter upon the Property to perform and undertake the Project from the date of this Agreement until December 31, 2020.

In the event that any dispute arises between the parties or with the County's contractors, both DRP and County agree to attempt to resolve the issues by meet and confer sessions between representatives of each of the parties.

No work shall commence until after sunrise and must be completed by sunset, unless such work is coordinated with and approved by the park manager of Dagny Johnson Key Largo Hammock Botanical State Park ("Park Manager").

DRP and its duly authorized agents retain the right to enter the Property or to engage in management activities not inconsistent with the use herein provided.

2. PROOF OF LIABILITY INSURANCE. The County's contractors shall provide proof of liability insurance to the Park Manager prior to entering the Property. The liability insurance shall be in amounts not less than $200,000 per person and $300,000 per incident or occurrence for personal injury, death and property damage. Such policies shall name the State of Florida Department of Environmental Protection, Division of Recreation and Parks and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as additional insureds. The County, as a political subdivision of the State of Florida, represents to DRP that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims under federal or state actions for civil rights violations, which are not limited by Section 768.28, Florida Statutes, and Chapter 440, Florida Statutes, as well as any and all claims within the limitations of Section 768.28, Florida Statutes, and Chapter 440, Florida Statutes, arising out of the activities governed by this Agreement.

3. LIABILITY. The County shall assist in the investigation of injury or damage claims either for or against DRP or the State of Florida pertaining to the County's respective areas of responsibility under this Agreement or arising out of the County's respective management programs or activities and shall contact DRP regarding the legal action deemed appropriate to remedy such damage or claims. Nothing in this Agreement extends the waiver of sovereign immunity above the statutory limits of Section 768.28, Florida Statutes, for either party.

4. PAYMENT. No payment of money shall be due to DRP under this Agreement. The County shall use some or all of the mitigation funds, not to exceed the amount of $713,000 to perform or contract for the performance of the Project. There are no third party beneficiaries of this Agreement. Under Section 713.11, Florida Statutes, no lien of the County's contractors can attach to the land which is the subject of the Project. Funding contemplated under this Agreement is subject to annual appropriation by the County.

5. NOTICE. The County or its contractors shall contact the Park Manager at the below listed addresses prior to commencing any activities at the Property and any and all correspondence shall either be hand delivered or sent via certified mail, return receipt requested.

As to DRP:

Office of Park Planning, Mail Station 525
Division of Recreation and Parks
State of Florida Department of Environmental Protection
Tallahassee, Florida 32399
Attention: Bureau Chief

C/O Park Manager
John Pennekamp Coral Reef State Park/
Dagny Johnson Key Hammock Botanical State Park
Key Largo, Florida 33037
(305) 451-1202

As to the County:

Beth Bergh, Land Steward
2796 Overseas Highway, Suite 400
Marathon, Florida 33050
(305) 289-2511

6. COMPLIANCE WITH LAWS. The County will comply with all laws, ordinances, and governmental rules and regulations which apply to its activities on the Property. DRP will obtain all necessary permits and/or authorizations as may be required by the regulatory agencies.

7. TITLE. DRP neither warrants title to the Property nor guarantees the suitability of the Property for any particular use.

8. VENUE. Venue for any suit or action shall be in Monroe County, Florida.

9. NONDISCRIMINATION. The parties agree that neither party shall violate any federal or State of Florida discrimination or equal employment opportunity laws.

10. COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, the parties agree to participate, to the extent reasonably required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. The parties specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement or any attachment or addendum to this Agreement.

11. COVENANT OF NO INTEREST. This Agreement constitutes permissive use only. The County agrees that it does not and shall not claim at any time any right, title, interest or estate of any kind or extent whatsoever in the Property by virtue of this Agreement or its occupancy or use hereunder.

12. NO SOLICITATION/PAYMENT. The parties represent 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 the Project 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 the Project.

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

14. TERMINATION.

(a) Either party may terminate this Agreement for cause in the event the other party fails to abide by the terms hereof, if, after written notice delivered to the defaulting party, the defect is not corrected within 30 days.

(b) Either party may terminate this Agreement prior to the commencement of the Project without cause by providing thirty (30) days written notice thereof to the other party.

15. AUTHORITY. Each of the signors below represents that he has the authority to execute this Agreement on behalf of his respective agency or commission.

16. RESPONSIBILITY FOR MAINTENANCE. Upon completion of the Project by the County and its contractors, DRP shall be responsible for the maintenance and management of the Project.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

Witnesses:

Debra Roberts
Witness Signature

Debra Roberts
Printed/Typed Name of Witness

Ashley Weaver
Witness Signature

Ashley Weaver
Printed/Typed Name of Witness

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS

By: _____
John Maehl, Chief
Bureau of Parks District 5

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 31st day of _____, _____, by John Maehl, Chief, Bureau of Parks District 5, on behalf of the State of Florida Department of Environmental Protection, Division of Recreation and Parks. He is personally known to me.

Mayra Tezanos
Notary Public, State of Florida

Print/Type Notary Name

Commission No.:

Commission Exp.:

MAYRA TEZANOS
Notary Public - State of Florida
My Comm. Expires May 19, 2016
Commission # EE 168590
Bonded Through National Notary Assn.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PETER MORRIS
ASSISTANT COUNTY ATTORNEY
Date: 7/1/2015

MONROE COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Danny Kolhage, Mayor

ATTEST: _____
By: Emily Robertson
Deputy Clerk

(Official Seal)

Approved as to form and legality:

By: _____
County Attorney

# North Key Largo Restoration Project

*Introduction*

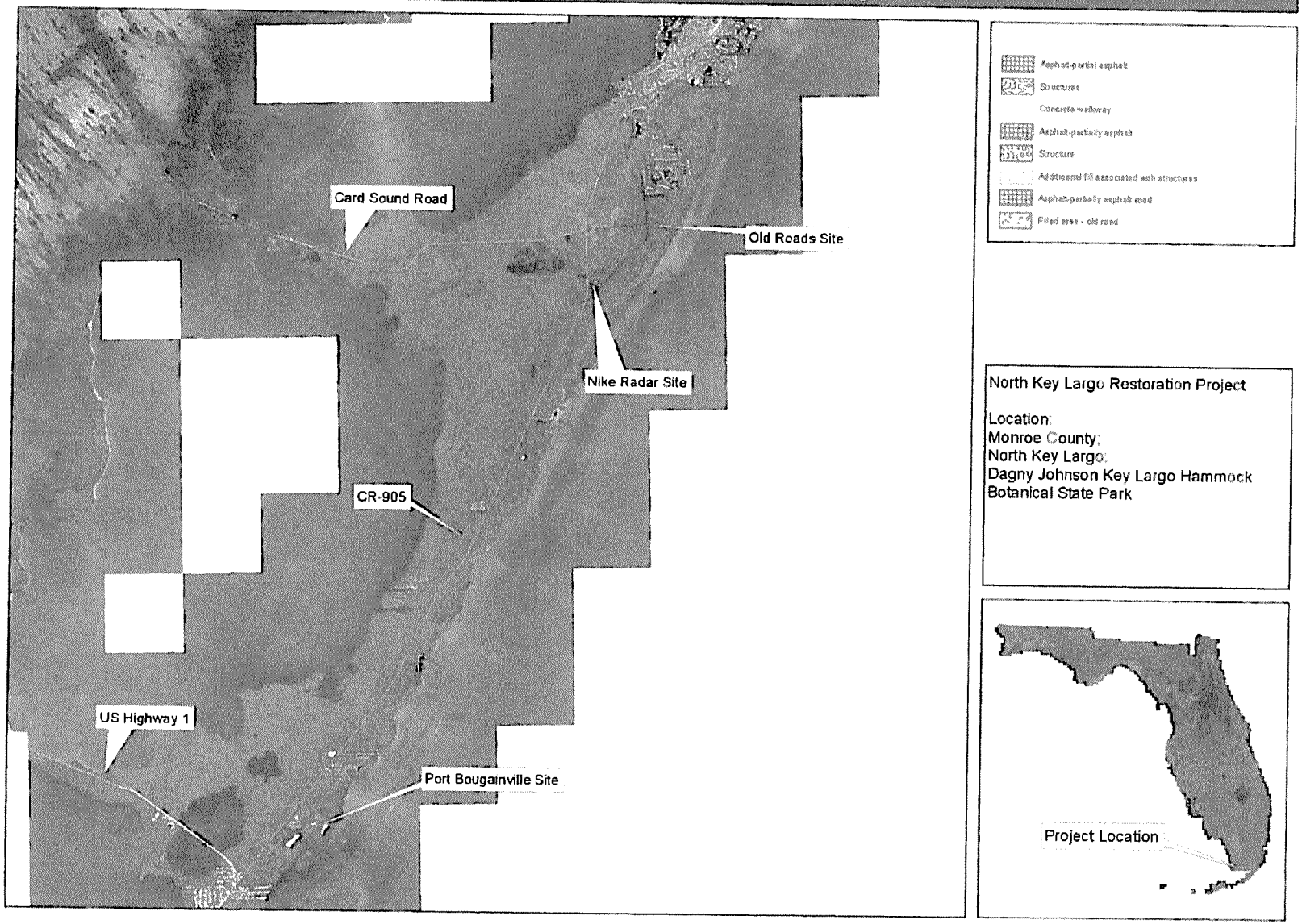
There are three main site locations included in this restoration project: Port Bougainville, the Nike Radar Site, and the North Key Largo Roads (old CR 905 and Card Sound Road).

All sites in this project are located within North Key Largo which encompasses the area north of the intersection of US Highway 1 and CR 905. The majority of North Key Largo is currently in public ownership, preserved as conservation land. The US Fish and Wildlife Service's Crocodile Lakes National Wildlife Refuge is located west of CR 905 while the Dagny Johnson Key Largo Hammock Botanical State Park is located east of CR 905. A few private parcels are scattered on either side of CR905. The project sites are located within the Botanical State Park. These areas are dominated by hardwood hammock, salt marsh, and mangrove wetland natural communities, although the majority of the areas to be restored in the project are within hardwood hammock. There are small sections of transitional zone habitat located at both the Port Bougainville site and the Old Roads site.

*General Project Description*

The main purpose of this project is to restore the areas to historic natural elevations without disturbing areas that have satisfactorily succeeded to expected natural communities. All building structures will be removed and areas scraped down to a more natural grade to match surrounding natural community structure. All roads, sidewalks, parking areas, and game courts will be broken up and removed. All "clean fill" from the demolition will be sent to either the entrance channel at Port Bougainville or Carysfort Marina both of which are currently under restoration and are permitted to receive clean fill material. 'Clean fill' is considered clean lime-rock fill (free of contaminants), concrete rubble (smaller than 4 feet, no rebar protruding no further than 6", no paint or coating not approved by KERF), brick, crushed glass, PVC (chipped to smaller than 6"), clay roof or floor tiles and ceramic floor tiles free of sealants. Other material including wood, metal, asphalt, etc will be removed from the site and disposed of at a permitted waste facility.

# North Key Largo Restoration Project

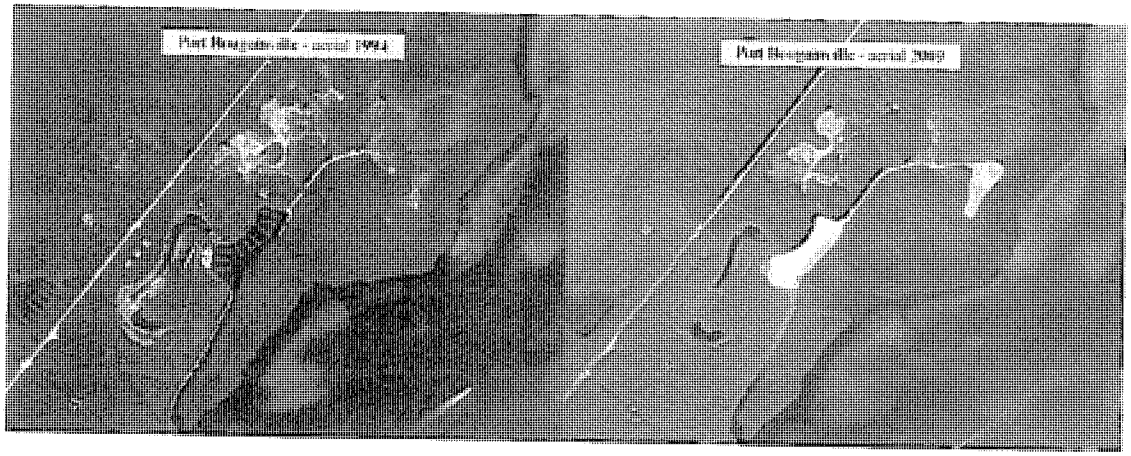



North Key Largo Restoration Project

Location:
Monroe County;
North Key Largo;
Dagny Johnson Key Largo Hammock
Botanical State Park

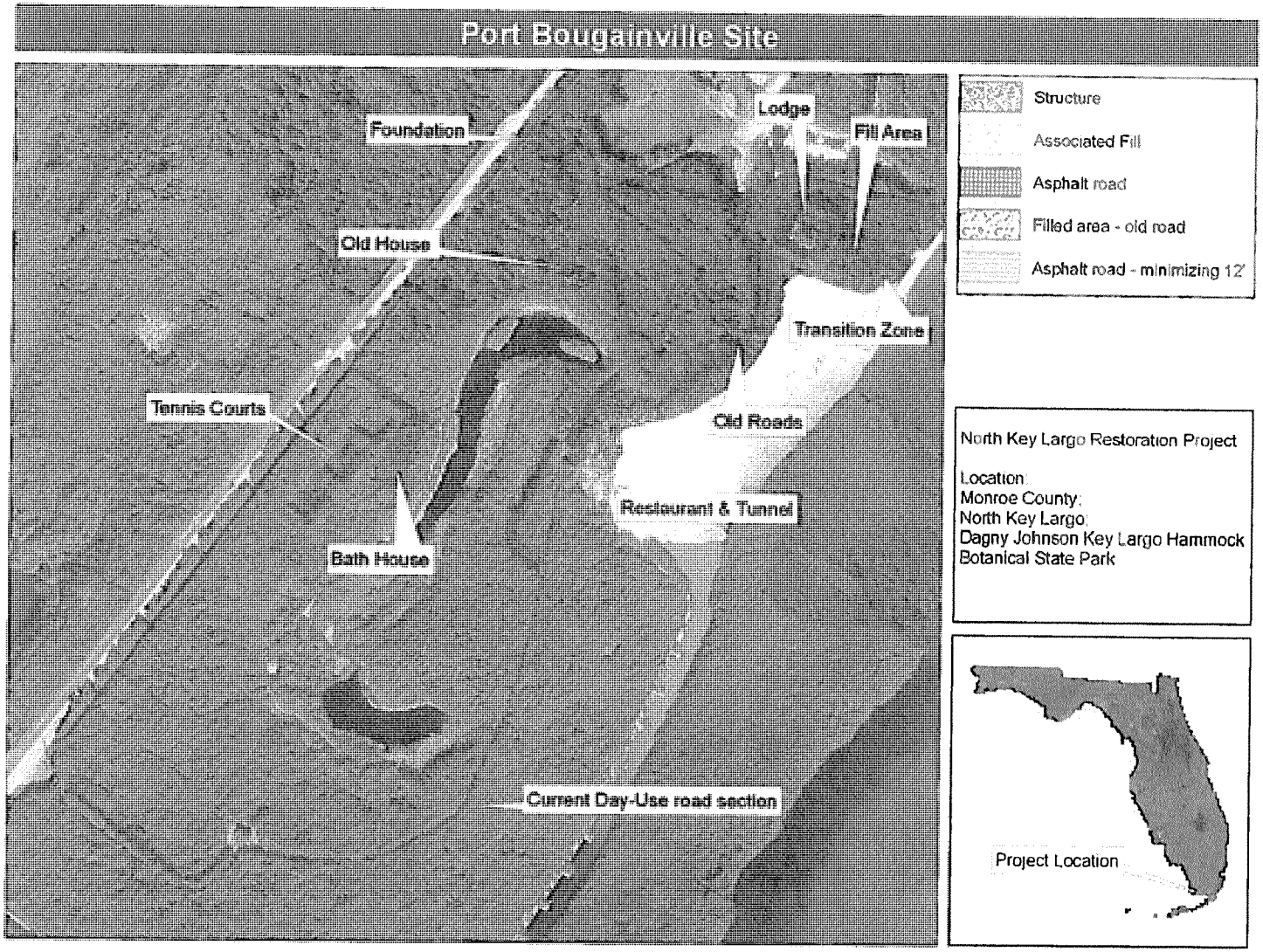
# Port Bougainville Site

Port Bougainville is a parcel that consists of a variety of habitats, including hardwood hammock, mangrove and salt marsh. During the 1970's and early 1980's this property was under construction to develop a large resort. The construction did not make it to completion and was acquired by the State of Florida through the Conservation and Recreational Lands (CARL) Program. Since that time, it has undergone several phases of restoration with the goal to restore the whole area back to the historic natural condition. As shown below previous restoration efforts have included (to name a few) filling in of the boat basin, removal of a large fill pile within the mangroves, removal of several partially built buildings, and filling of a 'pit'. All of these areas have been restored back to historical natural elevations and native vegetation planted in areas where needed.



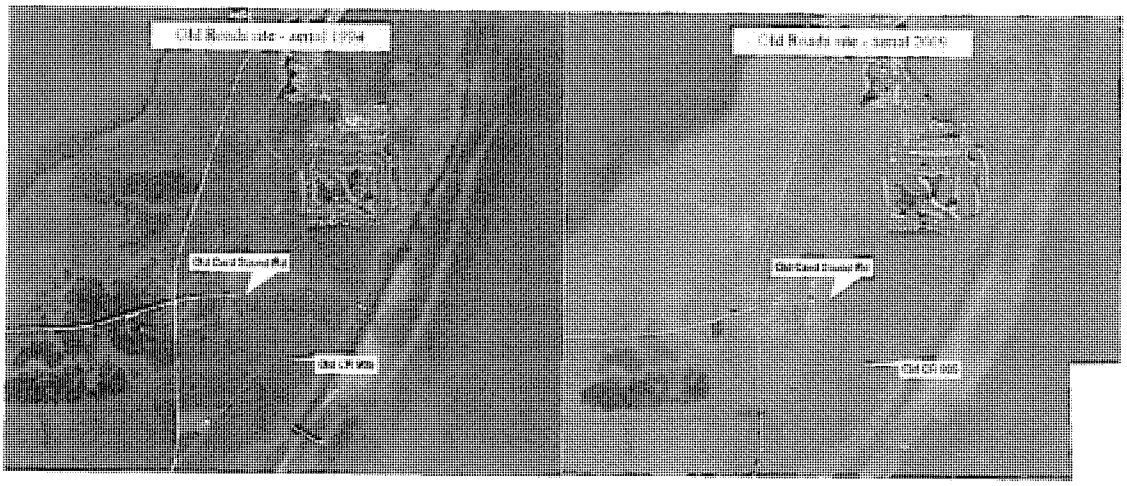
This phase of restoration would see the removal of the remaining buildings/structures and fill associated with the initial development. Most of the old roads in the area will also be removed, except for the section located in the current day-use section which will be minimized to twelve feet. The areas will be graded down to match surrounding natural elevations. All demolished materials will be removed from the site daily to minimize the possibility of Key Largo woodrat and Key Largo cotton mice usage. Due to the healthy hardwood hammock lying adjacent to the site, only one site, the Restaurant & Tunnel location, will be planted using native stock grown in the Park's Native Plant Nursery. Natural recruitment will occur quite readily in the other areas.

| **Area** | **Hammock Acres** | **Transitional Zone Acres** |
|---|---|---|
| Tennis court | 1.21 | - |
| Bathhouse | 0.30 | - |
| House & associated fill | 0.45 | - |
| Restaurant & Tunnel | 1.30 | - |
| Lodge & associated fill | 0.62 | - |
| Foundation | 0.13 | - |
| Fill Area | 0.15 | 0.15 |
| Old Roads | 2.15 | - |
| **Total** | **6.31** | **0.1** |


Port Bougainville Site
Foundation
Lodge
Fill Area
Old House
Transition Zone
Tennis Courts
Old Roads
Restaurant & Tunnel
Bath House
Current Day-Use road section
Structure
Associated Fill
Asphalt road
Filled area - old road
Asphalt road - minimizing 12'
North Key Largo Restoration Project
Location:
Monroe County;
North Key Largo;
Dagny Johnson Key Largo Hammock
Botanical State Park
Project Location

# Old Roads Site

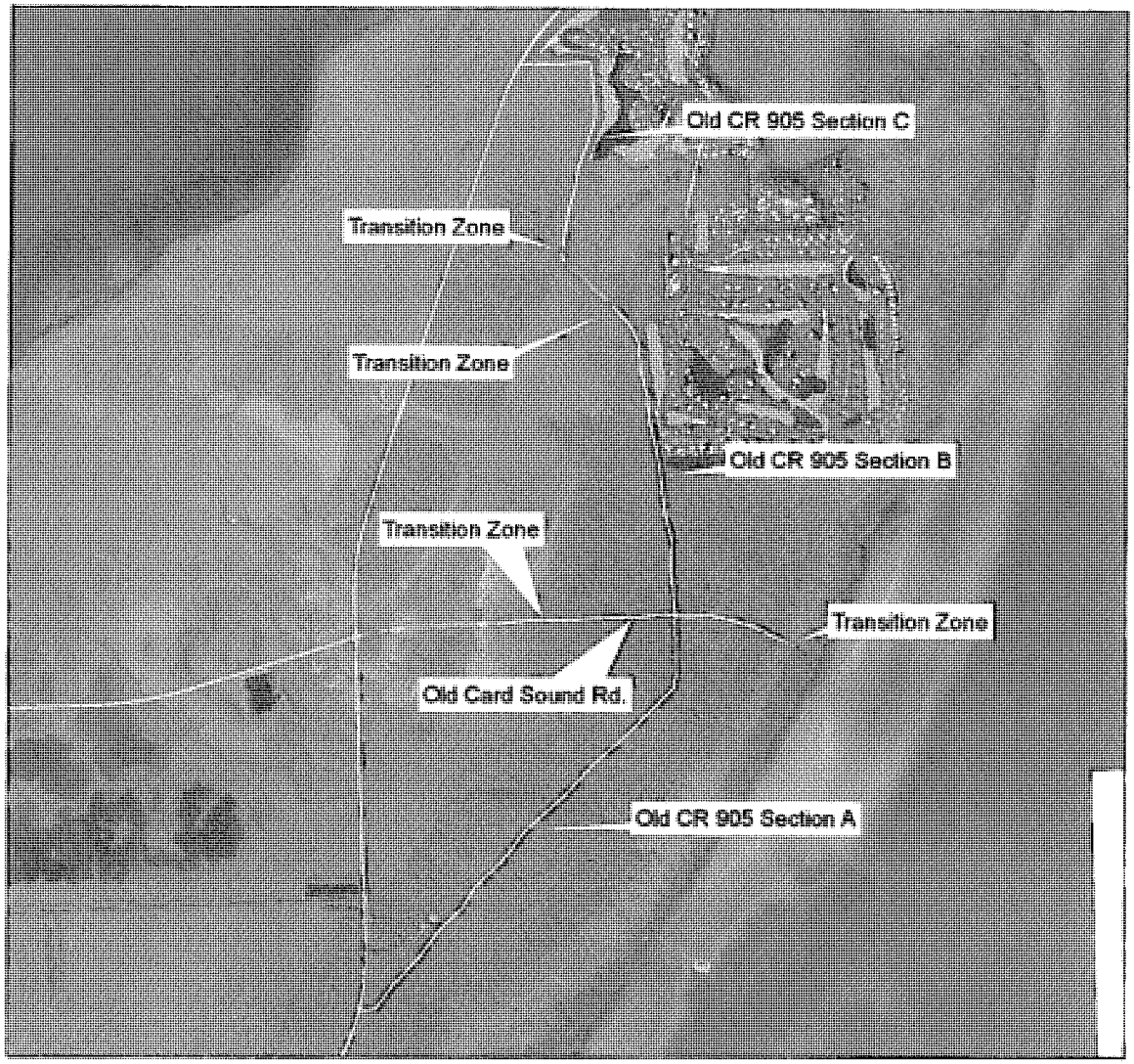
The third site location is the area of North Key Largo encompassing old CR 905 and old Card Sound Road. These sections of road are no longer in use as highways; instead they are used as trails through the restricted 'back-country' area of Dagny Johnson Key Largo Hammock Botanical State Park (KL).



This phase of the project will include the removal of portions of old CR 905 and old Card Sound Road. The goal will be to reduce the current width to 10 feet, which will still allow vehicular access to the area but minimize the disturbance footprint. Extra roadbed will be removed to create 'movement' along the road, which is currently mostly a straight road. The ends of the roadbeds will remain at the current width and slowly tapper in to 10 feet to allow for turn-around locations. Associated fill and asphalt will be removed on a daily basis from site to minimize the possibility of Key Largo woodrat and Key Largo cotton mice usage. Due to the healthy hardwood hammock lying adjacent to the roadbeds, no vegetative plantings will be necessary as recruitment will happen naturally. Upon completion, approximately **4.86** acres of hammock and **0.49** acres of transitional zone habitat will be restored.

| Site | Length (ft) | Width (ft) | Area (sqft) | Road Remaining (Length x 10ft) | Restored (sqft) |
|---|---|---|---|---|---|
| Old Card Sound Road | | | | | |
| Section A | | | | | |
| Hammock | 6,380 | 25 | 159,500 | 63,800 | 95,700 |
| Section B | | | | | |
| Hammock | 3,943 | 20 | 78,860 | 39,430 | 39,430 |
| Section C | | | | | |
| Hammock | 3,276 | 23 | 75,348 | 32,760 | 42,588 |
| Transitional Zone | 20 | 23 | 460 200 | 260 | |
| Old CR 905 | | | | | |
| Hammock | 2,268 | 25 | 56,700 | 22,680 | 34,020 |
| Transitional Zone | 1,415 | 25 | 35,375 | 14,150 | 21,225 |
| **Totals** | | | | | |
| **Hammock** | **15,867** | | **370,408** | **158,670** | **211,738** |
| **Transitional Zone** | **1,435** | | **35,835** | **14,350** | **21,485** |

# Old Roads Site



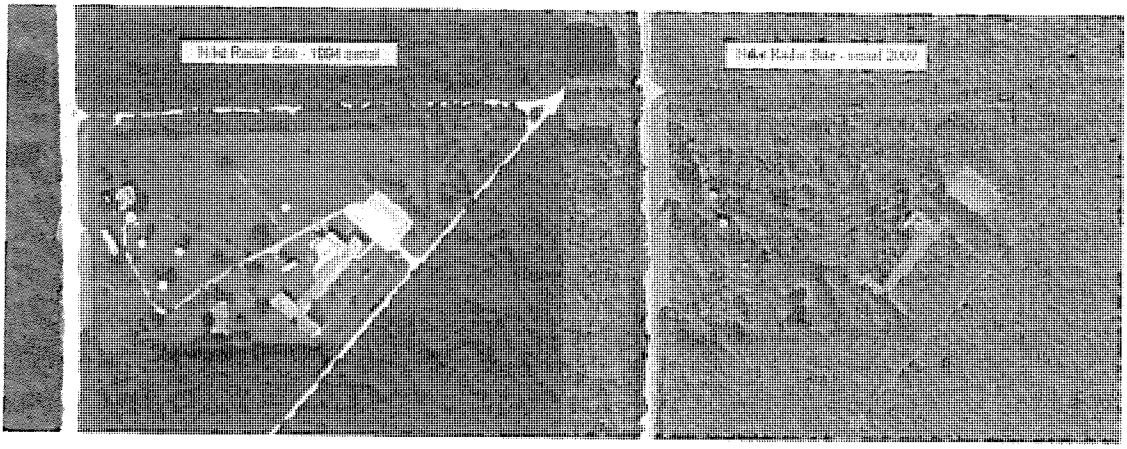

Asphalt - minimizing 10'

North Key Largo Restoration Project

Location:
Monroe County;
North Key Largo;
Dagny Johnson Key Largo Hammock Botanical State Park

# Nike Radar Site

The Nike Radar Site is a parcel of land located just south of the three way intersection of CR 905 and Card Sound Road. It contains the remnants of a Nike Radar military facility which was fully operational between June 1965 and June 1979. The State of Florida acquired the property in June of 1987. Since that time no restoration has occurred besides treating for non-native plant species. All radar towers will remain in place to mark the area's historical significance in North Key Largo.

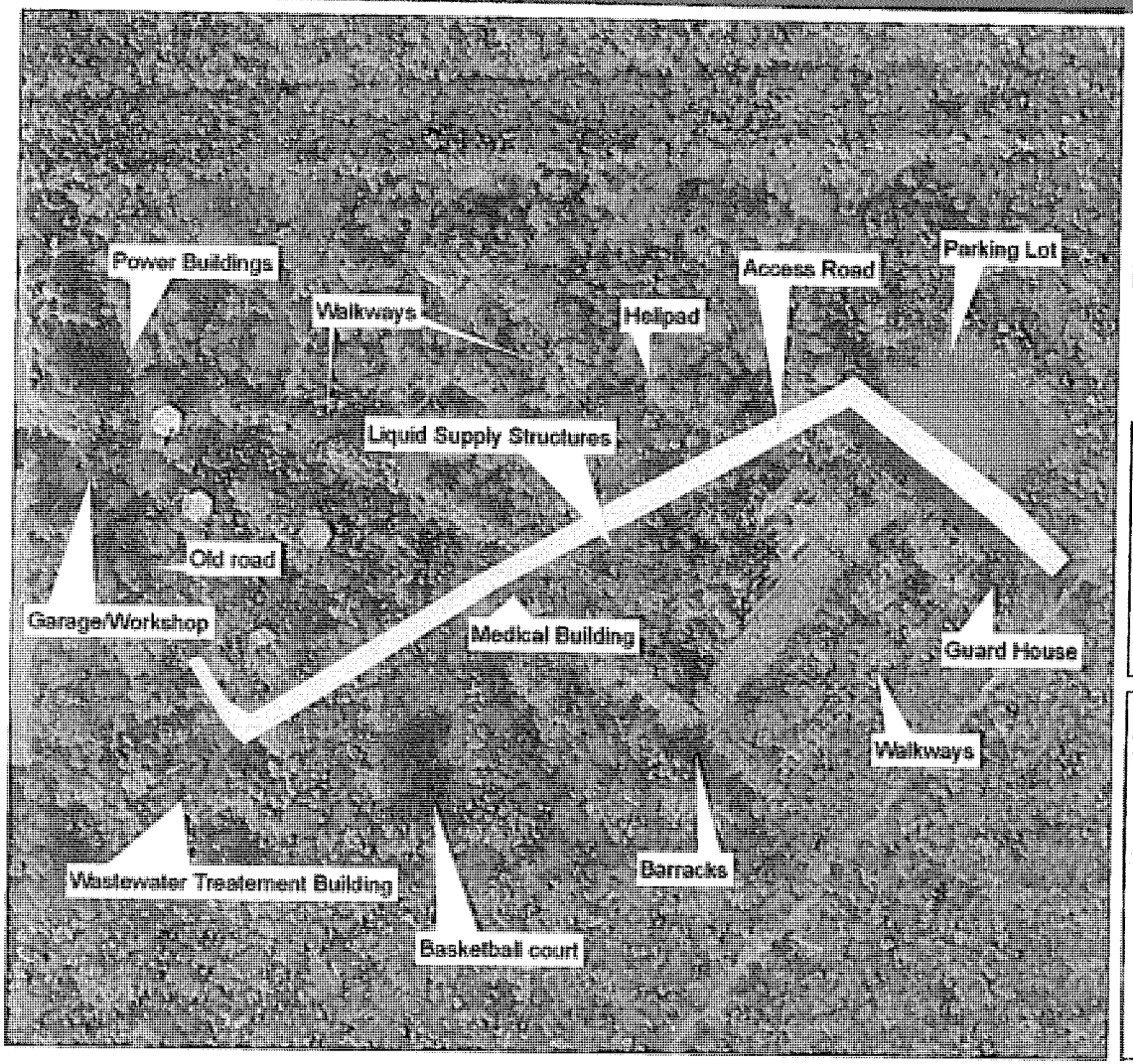


The goal of this phase will be to remove all building structures, walkways, parking lot, basketball court, etc. The access road will be minimized to a 10 foot width. All associated fill will also be removed and the area graded down to match surrounding natural elevations. All demolished materials will be removed from the site daily to minimize the possibility of Key Largo woodrat and Key Largo cotton mice usage. Due to the adjacent healthy hardwood hammock lying adjacent to the site, no vegetative plantings will be necessary as recruitment will happen naturally. The Florida Park Service recognizes the historic nature of this site and will be conducting a full Historical Evaluation Survey in accordance with the Florida Department of State's Division of Historical Resources. All wastewater treatment structures will be evaluated and removed in accordance with Monroe County Health Department regulations. Asbestos is a known component of at least one of the structures on this site so all requirements regarding this substance will be followed when evaluating and removing.

| Area | Hammock Acres |
|---|---|
| Wastewater Treatment Building | 0.03 |
| Basketball Court | 0.18 |
| Medical Building | 0.01 |
| Liquid supply structures | 0.05 |
| Barracks | 0.47 |
| Guard House | 0.01 |
| Radar Towers | 0.03 |
| Garage/Workshop | 0.06 |
| Power buildings | 0.10 |

| Area | Hammock Acres |
|---|---|
| Access road/parking lot | 0.91 |
| Walkways/helipad | 0.44 |
| **Total** | **2.29** |

# Nike Radar Site




Structures

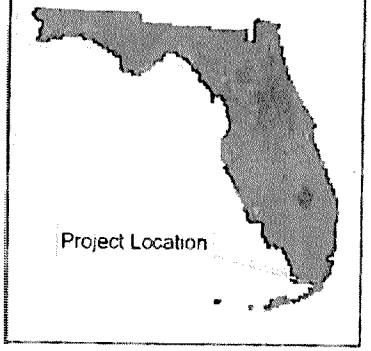
Asphalt road - minimizing 10'

Concrete walkway

Asphalt-partially asphalt

North Key Largo Restoration Project

Location:
Monroe County;
North Key Largo;
Dagny Johnson Key Largo Hammock Botanical State Park



*Summary*

In total the proposed restoration project will restore approximately 13.46 acres of hardwood hammock and 0.64 acres of transitional zone habitats.

*Permitting Conditions*

The following agencies may require permit authorization of the proposed restoration project: US Fish and Wildlife Service, South Florida Water Management District, US Army Corps of Engineers, DEP Regulatory, Monroe County, NOAA Florida Keys National Marine Sanctuary, Monroe County Department of Health, and Department of State – Historic Resources.

*Contractor Considerations*

The selected Contractor will be supplied with a detailed scope of work and copies of all permits. Additionally, State Park personnel will conduct a pre-construction meeting with the Contractor to review all permit conditions and to discuss site considerations. Park personnel will provide project oversight throughout the entire project.

*Site Access*

Port Bougainville site: Access will be available via a dirt road located on the ocean side of CR 905 at power pole 240. Vegetation along the access road will be trimmed by Park staff to allow one-lane transit.

Old Road site: Access will be available via dirt/paved road on the ocean side of CR 905 at power pole 90. Vegetation along the access road will be trimmed by Park staff to allow one-lane transit.

Nike Radar Site: Access will be available via dirt/paved road on the ocean side of CR 905 at power pole 90. Vegetation along the access road will be trimmed by Park staff to allow one-lane transit.

*Listed Species Considerations*

Key Largo Woodrat

The Key Largo woodrat (*Neotoma floridana smalli*) is a federally endangered species that is found within North Key Largo hammocks. According to the USFWS Multi-species Recovery Plan for South Florida, the remaining hardwood hammock habitats are critical for the survival of the Key Largo woodrat. The Plan also states that habitat restoration is a priority action necessary to protect and conserve the remaining woodrat population.

In consideration of the potential for woodrat occurrence at the project sites, a presence/absence trapping event will occur at all project areas in accordance with USFWS trapping protocals (Appendix 1). Project guidelines may be modified for those areas where woodrats are found.

*Post construction Monitoring and Success Criteria*

Once final elevations are achieved, the restoration area will be permanently delineated with corner markers and the boundary will be identified using GPS. This site will be monitored using photo points established prior to construction. Additionally, the site will be periodically monitored by Park personnel for the presence of invasive exotic vegetation.

Appendix 1: USFWS Trapping Protocols

Appendix 2: List of property locations.

# Appendix 1

## U.S. FISH AND WILDLIFE SERVICE

TRAPPING PROTOCOL TO DETERMINE PRESENCE OF
THE KEY LARGO WOODRAT (*Neotoma floridana smalli*) AND THE KEY LARGO
COTTON MOUSE (*Peromyscus gossypinus allapaticola*)
5/9/2005

This protocol is to be used when trapping to determine presence/absence of the Key Largo woodrat (KLWR) and Key Largo cotton mouse (KLCM) in a given area.

1. Individuals conducting the trapping should have a permit and previous experience in live trapping small mammals (or be trained by an experienced person). They must also be able to identify any species that may be captured during the trapping event.

2. Surveys should include all potential KLWR/KLCM habitats within the area and, if landowner permission can be obtained, adjacent lands with potential KLWR/KLCM habitat.

3. Trapping should be conducted over the entire project area using a grid system of Sherman live-traps spaced at 10-15 meter intervals.

4. Traps should be set for four consecutive nights per trapping season or until an individual of each species is caught. Unexpected drops in temperature may cause a disruption in consecutive trapping nights.

5. Trapping will not be conducted when nighttime temperatures are forecast to be <60° F. If temperatures are forecast to be in the mid to low 60's, cotton balls (4-5) will be placed in the trap along with the bait.

6. Bait should consist of crimped oats and any combination of the following ingredients: peanut butter, grapes, apples and/or sunflower seeds.

7. In areas where fire ants are present, 10% Carbaryl (Sevin) dust will be placed immediately under the traps so that KLWRs/KLCM will not come in immediate contact with it. Other approved methods will be considered.

8. Traps should be checked and all KLWRs/KLCM released no later than 3 hours after official sunrise.

8. Upon capture of a KLWR or KLCM, authorized personnel identified by the Service will be contacted immediately.

9. All captured individuals shall be handled for as briefly as possible in a humane manner during the time it takes to tag, examine, identify, and collect necessary biological samples. OPTIONAL: All KLWRs captured in the wild will have blood samples taken by authorized personnel for genetic analysis. PIT (passive-induced transponder) tags in conjunction with ear tags will be used for individual woodrat identification and such identification will be applied by authorized personnel. All KLWRs/KLCM shall be released at their point of capture, if possible.

10. Any black rats (*Rattus rattus)* captured during woodrat trapping will be euthanized humanely. If raccoons are disturbing traps (determined by missing bait or closed traps), the Service will be contacted and an appropriate method for minimizing trap disturbance will be implemented. If raccoon trapping is deemed necessary, the raccoons will be trapped using appropriately sized traps (e.g. Tomahawk). Domestic cats are to be released on the perimeter of the study area near residences and any feral cats captured in the traps will be brought to the local animal shelter.

11. Presence of KLWRs/KLCM can be documented in a single trapping period. To determine absence, traps shall be operated seasonally (fall, winter, spring, summer) for two years.

12. Site description and trapping data should be recorded. Site description should include GPS location and property Real Estate number, habitat on the project area and adjacent lands, and trapping design relative to habitat distribution. Daily trapping data should include number of KLWRs/KLCM trapped per day, non-target species, and lost or missing traps. Complete and verified data will be delivered via CD-ROM (preferred) and/or by software compressed (zipped) file. All digital and hardcopy information that is part of the project must be included in the final report (i.e. GIS data, reports, metadata, photos, and other supporting materials). Sex, age, and reproductive status of Key Largo cotton mice will also be reported. All trapping information should be submitted to the following offices:

Winston Hobgood
U.S. Fish and Wildlife Service
1339 20th Street
Vero Beach, Florida 32960

Jeffery A. Gore, Ph.D.
Fish and Wildlife Research Institute
Florida Fish and Wildlife Conservation Commission
3911 Highway 2321
Panama City, Florida 32409 USA

Pat Wells
Pennekamp State Park

P.O. Box 487
Key Largo, FL 33037

Ernest M. Cowan
Florida Park Service
13798 S.E. Federal Highway
Hobe Sound, FL 33455

Steve Klett
Crocodile Lake National Wildlife Refuge
P.O. Box 370
Key Largo, FL 33037

Cindy Schulz
U.S. Fish and Wildlife Service
South Florida Ecological Services Office
1339 20th Street
Vero Beach, FL 32960-3559

Appendix 2
North Key Largo Restoration Project
Property Locations

| Section | Township | Range | Alternative Key | Parcel ID |
|---|---|---|---|---|
| 13 | 59 N | 40 E | 1087254 | 00080160-000000 |
| 13 | 59 N | 40 E | 1087262 | 00080190-000000 |
| 24 | 59 N | 40 E | 1087921 | 00080740-000000 |
| 24 | 59 N | 40 E | 8776730 | 00080750-000100 |
| 24 | 59 N | 40 E | 1087947 | 00080760-000000 |
| 44 | 59 N | 40 E | 1087815 | 00080670-000000 |
| 24 | 59 N | 40 E | 8640005 | 00080640-000100 |
| 24 | 59 N | 40 E | 8640731 | 00080670-000100 |
| 24 | 59 N | 40 E | 1087742 | 00080630-000000 |
| 24 | 59 N | 40 E | 1087751 | 00080640-000000 |
| 24 | 59 N | 40 E | 1087823 | 00080680-000000 |
| 24 | 59 N | 40 E | 1087831 | 00080680-000100 |
| 24 | 59 N | 40 E | 1087769 | 00080650-000000 |
| 24 | 59 N | 40 E | 1087955 | 00080770-000000 |
| 15 | 59 N | 40 E | 1087971 | 00080790-000000 |
| 25 | 59 N | 40 E | 1087998 | 00080810-000000 |
| 25 | 59 N | 40 E | 1088005 | 00080820-000000 |
| 26 | 59 N | 40 E | 1088048 | 00080840-000000 |
| 26 | 59 N | 40 E | 1088056 | 00080850-000000 |
| 40 | 31 N | 60 E | 8667493 | 00563133-000100 |

Street Address Road or other location: CR 905, North Key Largo

Exhibit "B"

**United States Department of the Interior**

FISH AND WILDLIFE SERVICE
South Florida Ecological Services Office
1339 20th Street
Vero Beach, Florida 32960

May 8, 2015

Paul Rice
Florida Department of Environmental Protection
John Pennekamp Coral Reef State Park
Post Office Box 487
Key Largo, Florida 33037

Service CPA Code: 41420-2011-CPA-0200
Service Consultation Code: 41420-2011-F-0183
Service Reinitiation Code: 41420-2011-F-0183-R1
Date Received: November 22, 2013
Consultation Reinitiation Package Complete: July 31, 2014
Applicant: John Pennekamp Coral Reef State Park
County: Monroe

Dear Mr. Rice:

This document transmits the U.S. Fish and Wildlife Service's (Service) Biological Opinion to Florida Department of Environmental Protection (DEP) for the revised North Key Largo restoration project located in Monroe County, Florida. This document amends the Service's 2011 Biological Opinion (41420-2011-F-0183; BO)(Service 2011) for the removal of structures on Dagny Johnson Key Largo Hammock Botanical State Park (Dagny) and analyzes the effects of the revised project on the endangered American crocodile (*Crocodylus acutus*), the endangered Key Largo cotton mouse (*Peromyscus gossypinus allapaticola*; KLCM), the endangered Key Largo woodrat (*Neotoma floridana smalli*; KLWR), the endangered Schaus swallowtail butterfly (*Heraclides aristodemus ponceanus;* Schaus), the threatened eastern indigo snake (*Drymarchon corais couperi*), and the threatened Stock Island tree snail (*Orthalicus reses reses*; SITS) in accordance with section 7 of the Endangered Species Act of 1973, as amended (Act) (87 Stat. 884; 16 U.S.C. 1531 *et seq.*).

The Service is consulting with DEP on this project under section 7 of the Act because there is a Federal nexus from the expenditure of compensation funds from the federally funded Key Largo Wastewater Treatment Plant. The funds were transferred to Monroe County as compensation resulting from the Service's evaluation of the construction and expansion of the Key Largo Wastewater Treatment Plant (Biological Opinion [41420-2000-T-0736] [Service 2001], Technical Assistance [TA] [41420-2006-FA-1604] [Service 2006]). According to the terms of the Service's October 2006 TA letter to the Key Largo Wastewater Treatment District, the Service agreed the funds may be used cooperatively with the DEP to restore tropical hardwood hammock on the island of Key Largo. The biological opinion for the original North Key Largo

See Attachment A to this RFP for this document

Attachment C

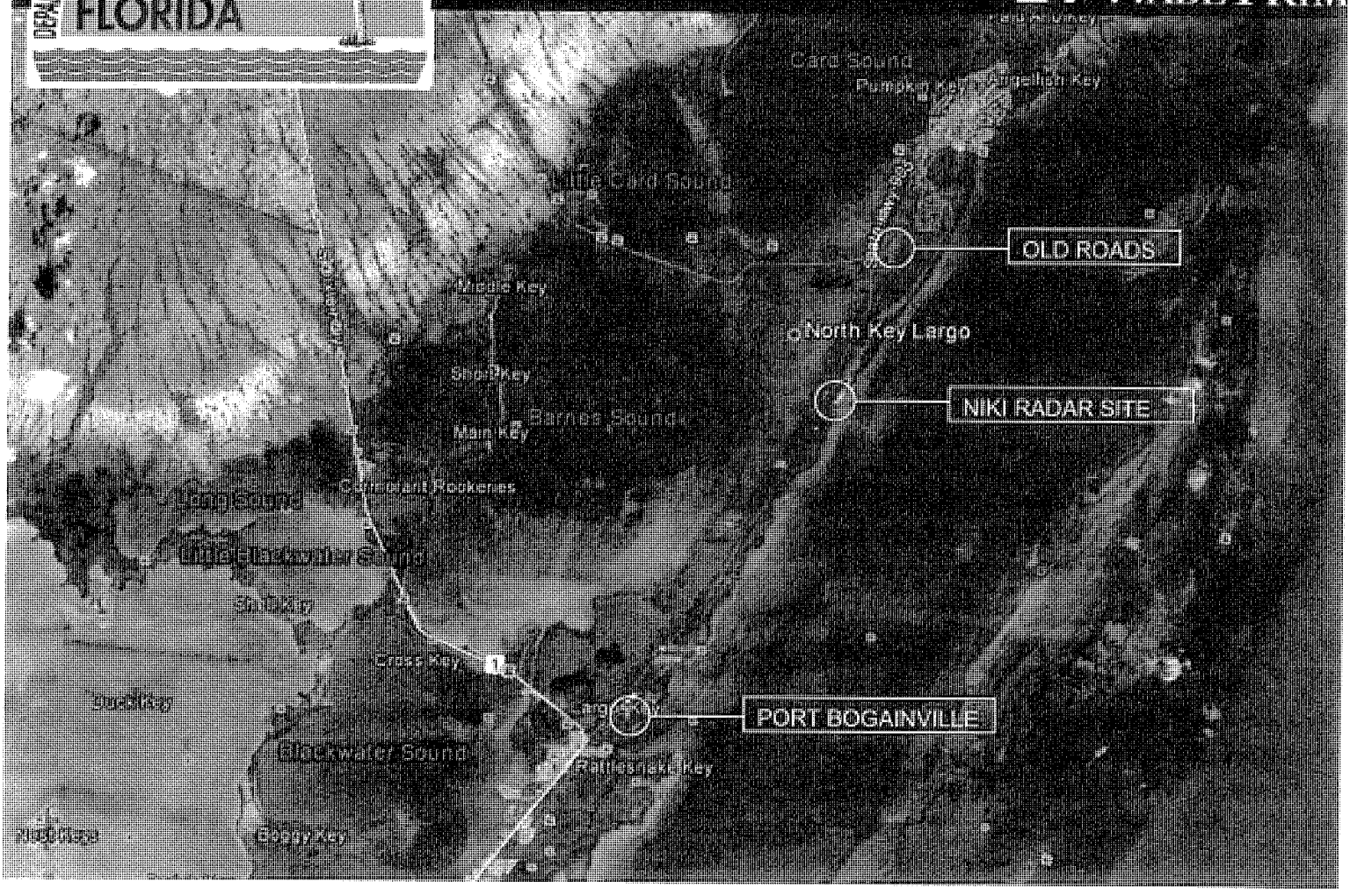
# North Key Largo Hammock Restoration Project

## Nike Missile Base ■ Old Roads ■ Port Bougainville

For
Florida Department of Environmental Protection
Florida Parks Service

## Design and Specifications
## March 2012

WADE TRIM



# TABLE OF CONTENTS

**TABLE OF CONTENTS** ..... i
**FIGURES, TABLES, AND EXHIBITS** ..... iii
**EXECUTIVE SUMMARY** ..... iv
**CONTACTS** ..... v

**1.0 INTRODUCTION** ..... 1
1.1 Project Location ..... 1
1.2 General Project Description ..... 1
1.3 Survey Mapping ..... 1
1.4 Permitting ..... 1
**2.0 OLD ROADS** ..... 3
2.1 Introduction ..... 3
2.2 Demolition Plan ..... 3
2.3 Detailed Project Description ..... 3
2.4 Special Conditions ..... 4
2.4.1 Mobilization ..... 4
2.4.2 Saw Cutting of Existing Pavement ..... 4
2.4.3 Remove Asphalt Pavement ..... 4
2.4.4 Remove Lime Rock Base ..... 4
2.4.5 Clean Fill ..... 4
2.5 Quantities ..... 4
**3.0 PORT BOUGAINVILLE** ..... 6
3.1 Introduction ..... 6
3.2 Demolition Plan ..... 6
3.3 Detailed Project Description ..... 6
3.4 Special Conditions ..... 8
3.4.1 Mobilization ..... 8
3.4.2 Remove Tennis Courts ..... 8
3.4.3 Remove Bath House ..... 8
3.4.4 Remove Restaurant and Tunnel ..... 8
3.4.5 Remove Lodge ..... 8
3.4.6 Remove Fill at Lodge ..... 8
3.4.7 Remove Fill Areas ..... 9
3.4.8 Clean Fill ..... 9
3.4.9 Saw Cut Existing Pavement ..... 9
3.4.10 Remove Asphalt Pavement ..... 9
3.4.11 Remove Lime Rock Base ..... 9
3.4.12 Remove Old House ..... 9
3.5 Quantities ..... 10
**4.0 NIKE RADAR SITE** ..... 11
4.1 Introduction ..... 11
4.2 Demolition Plan ..... 11
4.3 Detailed Project Description ..... 11
4.4 Special Conditions ..... 14
4.4.1 Mobilization ..... 14
4.4.2 Remove Power Buildings ..... 14
4.4.3 Remove Garage ..... 14

4.4.4 Remove Wastewater Treatment Plant ..... 14
4.4.5 Remove Liquid Supply Structure ..... 14
4.4.6 Remove Medical Building ..... 15
4.4.7 Remove Helipad ..... 15
4.4.8 Clean Fill ..... 15
4.4.9 Remove Basketball Court ..... 15
4.4.10 Remove Barracks ..... 15
4.4.11 Remove Guard House ..... 15
4.4.12 Remove Parking Lot ..... 15
4.4.13 Remove Access Road and Paved Surfaces ..... 16
4.5 Quantities ..... 16

# FIGURES, TABLES, AND EXHIBITS

## FIGURES

Figure 0-2. Abandoned Tunnel at Port Bougainville ..... iv
Figure 0-1. 1965 Installation at Nike Radar Site ..... iv
Figure 3-1. Old Roads System ..... 3
Figure 4-1. Port Bougainville Site ..... 6
Figure 5-1. Niki Missile Base ..... 11

## TABLES

Table 3-1. Old Road Quantities ..... 5
Table 4-1. Port Bougainville Quantities ..... 10
Table 5-1. Nike Missile Base Quantities ..... 16

## APPENDICES

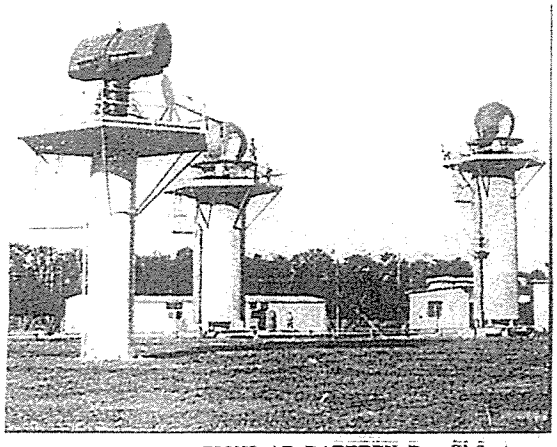
Exhibit A. - Attached
Exhibit B. - Biological Opinion - See "Attachment A" of this RFP
Exhibit C. - Original project description - See "Attachment B" of this RFP
Exhibit D. - Standard Specifications - Not attached

# EXECUTIVE SUMMARY

Florida and the Florida Keys are the home to some unique flora and fauna. Decades of development in sensitive areas have destroyed or altered natural habitat. Abandoned buildings and aging infrastructure has created accidental habitation for invasive species. In an effort to advance native species and protect their habitat the Florida Department of Environmental Protection with the Florida Parks Service has embarked on a Hammock Restoration program in the Florida Keys where they have acquired land ownership.

North Key Largo Restoration Project is one such project. Three specific sites that have scared the surface, destroyed habitat and changed the environment in sensitive Hardwood Hammock forest. The Dagny Johnson Key Largo Hammock Botanical State Park contains the three locations targeted for restoration.

In preparation for this document the Environmental Opinion was studied and applicable precautions and guidelines were implemented. This document is prepared as a design guideline as well as providing specifications and bid documents. The format for this document was streamlined with the Florida Parks Service to assure we meet the expectations and requirements of our obligations.



RADAR INSTALLATIONS AT BATTERY B. (U.S. Army

**Figure 0-1. 1965 Installation at Nike Radar Site**

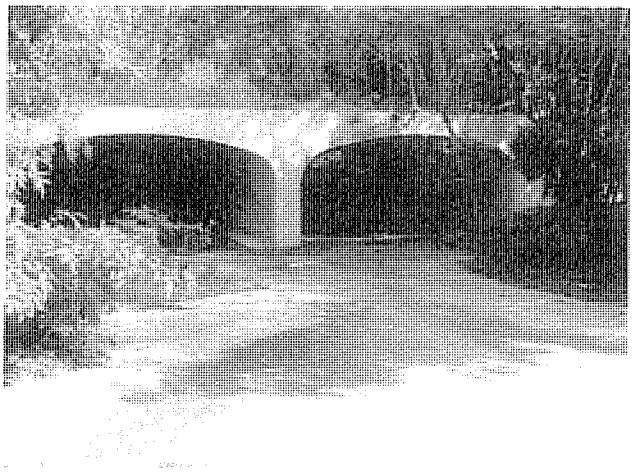


**Figure 0-2. Abandoned Tunnel at Port Bougainville**

JEFFERY A. GILBERT
LICENSE
No. 56646
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

# CONTACTS

**Engineer**

**WadeTrim**
98310 Overseas Highway
Key Largo, FL 33037

Jeff Gilbert, P.E.
Phone (305) 852-4343
Fax (305) 853-5124

**Owner**

**Florida Parks Service**
**John Pennekamp Coral Reef State Park**

Susan Sprunt
102601 Overseas Highway
Key Largo, FL 33037
(305) 451-1513

# 1.0 INTRODUCTION

## 1.1 Project Location

North Key Largo Hammock Restoration Project consists of 3 devisable locations. These specifically are "Old Roads", "Port Bougainville" and "Nike Radar Site". All located east of Card Sound Road.

All 3 sites in this project are located within North Key Largo which encompasses the area north of the US 1 split to the west. The majority of North Key Largo is currently in public ownership, preserved as a conservation land. The US Fish and Wildlife Service's Crocodile Lakes National Wildlife Refuge is located west of CR 905 while the Dagny Johnson Key Largo Hammock Botanical State Park is located east of CR 905. The project sites are located within the Dagny Johnson Key Largo Botanical State Park.

These areas dominated by hardwood hammock, salt marsh and mangrove wetland natural communities, although the majority of the areas to be restored in the project are within hardwood hammock. There are small sections of the transitional zone habitat located at both the Port Bougainville site and Old Roads site.

## 1.2 General Project Description

The main purpose of this project is to restore the areas to historic natural elevations without disturbing areas that have satisfactorily succeeded to expected natural communities. All building structures will be removed and areas scraped down to a more natural grade to match the natural community structure. Because the natural areas are adjacent to the project areas accomplishing nature grade will be easily discernible. All roads, sidewalks, parking areas, and game courts will be broken up and removed as noted on plans.

All "clean fill" from the demolition and excavation will be sent to either the entrance channel at Port Bougainville or Carysfort Marina by the direction of the Parks Service. Both of these fill sites are under restoration and permitted to receive clean fill material. See Special Conditions for clean fill specs. All other materials not designated Clean Fill shall be removed from the site and disposed of at a permitted waste facility.

## 1.3 Survey Mapping

Site survey was completed January 2012. Where topographic elevations are provided, bid items generally will be volume quantities. Florida Minimum Technical Standards for Land Surveys, horizontal being per rural (linear) standards, 1' in 5,000' and vertical being 0.1'.

## 1.4 Permitting

Florida Parks Service shall acquire all necessary permits. FDEP has issued the Biological Opinion (BO) for this project. The BO is Exhibit B in the Reference section at the end of this document.

The following agencies have administrative and permitting authority over this project:

- South Florida Water Management District (SFWMD)
- Florida Department of Environmental Protection (FDEP)

- US Fish and Wild Life
- Army Corps of Engineers
- Monroe County
- NOAA Florida National Marine Sanctuary
- Monroe County Health Department
- Department of State – Historical Resources

# 2.0 OLD ROADS

## 2.1 Introduction

Old Roads is an existing road system within the park. The qualifying roads are as showed in **Figure 2-1**. They are weathered asphalt of various width and thickness. The base is built up lime rock of varying thickness. The purpose of this restoration is to reduce the width to a standard 10' from the existing 12' to 26' in order to allow nature to close in satisfying the requirements of the Environmental Opinion.

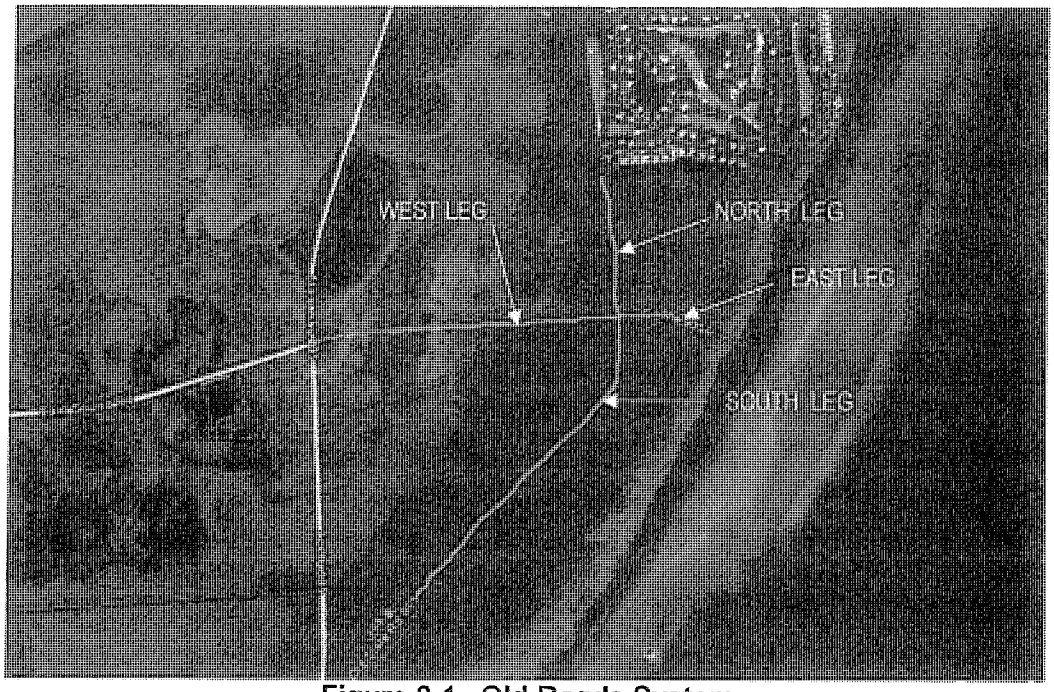



**Figure 2-1. Old Roads System**

## 2.2 Demolition Plan

Demolition Plans are provided to scale. Contractor shall use these plans for direction and understanding the project scope in the most detailed aspect. Quantities are based on these plans.

## 2.3 Detailed Project Description

Old Roads is divided into 4 legs and labeled on the plans as North Leg, South Leg, East Leg and West Leg. Pavement is to be saw-cut providing for a clean edge. Parks personnel may alter the alignment based on field observations. Base material is varied in depth. Once pavement is removed, a 1 foot shoulder of base material shall remain adjacent to the new edge to prevent undermining of the base under the pavement. See typical cross sections on plan sheet C-3.19.

## 2.4 Special Conditions

### 2.4.1 Mobilization

Mobilization is paid for by Lump Sum. 50% can be paid with first invoice, 50% upon completion of the project. Additions and Deducts are not allowed for this item.

### 2.4.2 Saw Cutting of Existing Pavement

Payment for Saw Cutting of Existing Pavement shall be by Linear Foot. Asphalt must be cut full depth before removal when adjacent pavement is to remain. Contractor shall use a mechanical pavement saw capable of wet cutting to reduce dust. Cutting may be required on two sides of pavement.

Measurement shall be field measured in linear feet.

### 2.4.3 Remove Asphalt Pavement

Payment for Remove Asphalt Pavement shall be a Square Yard pay item. Remove Asphalt Pavement shall include loading and hauling off-site the asphalt.

Contractor shall NOT be allowed to drive 6 wheel dump trucks on the existing paved surface. Excavator shall be limited to Rubber tired skid steer type equipment or other equipment approved by the engineer.

Measurement shall be by field measurement in square yards.

### 2.4.4 Remove Lime Rock Base

Payment for Lime Rock Base Removal shall be a Ton pay item. Remove Lime Rock Base Pavement shall include loading and hauling off-site the lime rock base. Rock base is defined as contaminated base material not to be used as CLEAN FILL.

Contractor shall NOT be allowed to drive 6 wheel dump trucks on the 10' finished paved surface. Contractor must keep trucks on the full width pavement while demolition of the asphalt. Excavator shall be limited to Rubber tired skid steer type equipment or other equipment approved by the engineer.

Measurement shall be determined by load tickets from disposal site in tons.

### 2.4.5 Clean Fill

Payment for Clean Fill shall be per 6 Wheel Truck Load. Clean fill as defined in the General Specifications includes Lime Rock Base material. If Lime Rock Base material is used as clean fill on site, it is paid for per 6 wheel truck load hauled. If disposed of, Lime Rock Base Removal shall be paid for as Lime Rock Base Removal.

Measurement shall be per truck load relocated on site.

## 2.5 Quantities

Quantity estimates shown are for bidding purposes only. Actual quantities for payment shall be based on field measurements or qualified load tickets from a qualified disposal site. See Specifications for density of related pay items.

**Table 2-1. Old Road Quantities**

| NO. | PAY ITEM | QUANTITY | UNIT |
|---|---|---|---|
| 1 | Mobilizing | 1 | L.S. |
| 2 | Saw Cut Existing Pavement | 17,582 | L.F. |
| 3 | Remove Asphalt Pavement | 20,774 | S.Y. |
| 4 | Remove Lime Rock Base | 1,168 | TON |
| 5 | Clean Fill (Carysfort Site) | 520 | Load |

# 3.0 PORT BOUGAINVILLE

## 3.1 Introduction

Port Bougainville is a collection of scattered entities once a developing resort project that was never completed but abandoned. It includes wood structures, concrete structures, asphalt surfaces, concrete structures, fill areas and excavated areas. There is a road system that will be altered and portions demolished. **Figure 3-1** provides an aerial view of the site and points out the vast scope of this project.

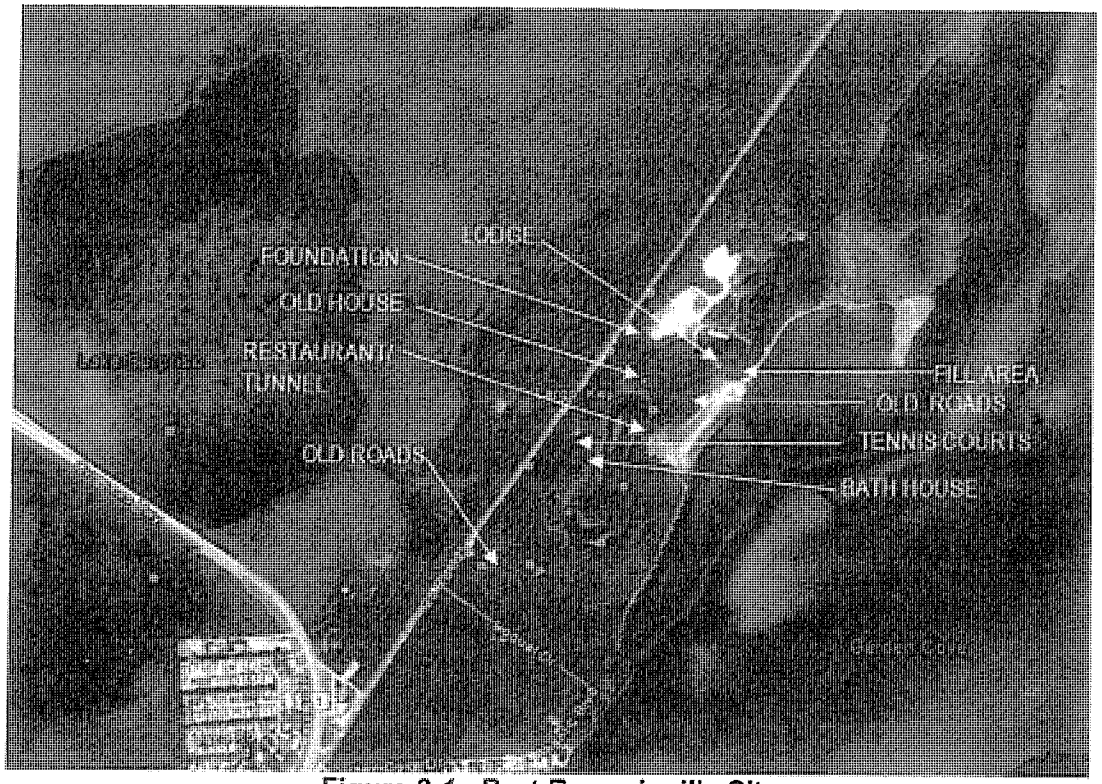



**Figure 3-1. Port Bougainville Site**

## 3.2 Demolition Plan

Demolition Plans are provided to scale. Contractor shall use these plans for direction and understanding the project scope in the most detailed aspect. Quantities are based on these plans.

## 3.3 Detailed Project Description

Port Bougainville has 8 specific demolition sites.

1. Tennis Courts
2. Bath House
3. Restaurant and Tunnel
4. Lodge and Associated Fill
5. Foundations
6. Fill Area

7. Old Roads/Parking Lot
8. Old House

The Tennis Courts are made up of a built up site and deteriorating asphalt surface. Removal of the fill and asphalt is required.

The Bath house is an old concrete block structure that shall be removed in total.

Restaurant and Tunnel is a huge concrete structure. The old restaurant building sits on the tunnel structure. The entire concrete structure and surrounding appurtenances shall be removed. Because this structure is so complex and large it will be a Lump Sum pay item. Bidders shall be given the opportunity to evaluate the structure before bidding on the project.

Shown is the tunnel structure, a large concrete tunnel of which the base is at natural grade and the top of the structure is elevated with fill around both sides. There is nearly collapsed restaurant building on top of the structure.

The Lodge and associated fill encompasses a fill site that is largely grown over with natural vegetation on unnatural elevation to the surrounding hammock. The building is a major wood structure with solid sawn cypress beams and columns. Bidders shall determine a value of these cypress members and submit with the bid documents. The

State of Florida can take possession of these timbers but cannot sell or auction them off. The Florida Parks Service and FDEP shall determine if the awarded contractor shall keep them and deduct the estimated values from the final contract balance.

Foundations are found in a heavily forested area spread out for 100 feet. The foundation is a series 12 piers emerging approximately 2 to 3 feet above natural grade and two slabs.

Fill area shown on the survey are odd mounds spoil material left during the construction of the old Port Bougainville development. The material is identified as natural coral rock from the excavation to create the adjacent lake. This material may qualify as clean fill on site. Florida Parks Service shall verify material once excavation begins to allow it to be used as clean fill.

Old Roads are identified. Old Roads in the Port Bougainville site shall be narrowed from the existing width to 12' maximum. At the divided boulevard area near the entrance of the park the west bound lane

shall be completely removed. The asphalt parking lot near the tunnel shall be removed as asphalt surfaces.

The Old House structure is identified as a wood structure with a concrete foundation. Both the structure and the foundation shall be removed and the site grade leveled out to match existing adjacent grades.

## 3.4 Special Conditions

### 3.4.1 Mobilization

Mobilization is paid for by Lump Sum. 50% can be paid with first invoice, 50% upon completion of the project. Additions and Deducts are not allowed for this item.

### 3.4.2 Remove Tennis Courts Asphalt

Payment for Remove Tennis Courts shall be by square yard. See Standard Specifications for removal. Base material shall be measured and paid under clean fill quantities.
Measurement shall be field measured.

### 3.4.3 Remove Bath House

Remove Bath House: Payment for Remove Bath House shall be by Lump Sum. See Standard Specifications for removal.

Measurement shall be field measured.

### 3.4.4 Remove Restaurant and Tunnel

Payment for Remove Restaurant and Tunnel shall be by Lump Sum. See Standard Specifications for removal.

Measurement shall be field measured.

### 3.4.5 Remove Lodge

Payment for Remove Lodge shall be by Lump Sum. See Standard Specifications for removal.

Measurement shall be field measured.

### 3.4.6 Remove Fill at Lodge

Payment for Remove Fill at Lodge shall be by C.Y. Contractor shall be allowed to use 6 wheel dump trucks and large excavators to remove fill. Clean Fill may be claimed if Owner approves it. See Clean Fill Pay Item.

Measurement shall be per quantity provided less clean fill removal. If clean fill is claimed contractor shall deduct contract amount by volume of total truck loads of clean fill claimed and relocated on site.

### 3.4.7 Remove Fill Areas

Payment for Remove Fill Areas shall be by C.Y. Contractor shall be allowed to use 6 wheel dump trucks and large excavators to remove fill. Clean Fill may be claimed if Owner approves it. See Clean Fill Pay Item.

Measurement shall be per quantity provided less clean fill removal. If clean fill is claimed contractor shall deduct contract amount by volume of total truck loads of clean fill claimed and relocated on site.

### 3.4.8 Clean Fill

Payment for Clean Fill shall be per 6 Wheel Truck Load. Clean fill as defined in the General Specifications includes Lime Rock Base material. If Lime Rock Base material is used as clean fill on site, it is paid for per 6 wheel truck load hauled. Otherwise if disposed of, Lime Rock Base Removal shall be paid for as Lime Rock Base Removal.

Measurement shall be per truck load relocated on site.

### 3.4.9 Saw Cut Existing Pavement

Payment for Saw cut Existing Pavement is by Linear Foot. Asphalt must be cut full depth before removal when adjacent pavement is to remain. Contractor shall use a mechanical pavement saw capable of wet cutting to reduce dust. Cutting may be required on two sides of pavement. Parks Service or Engineer will provide field layout.

Measurement shall be field measured in linear feet.

### 3.4.10 Remove Asphalt Pavement

Payment for Remove Asphalt Pavement shall be a Square Yard pay item. Remove Asphalt Pavement shall include loading and hauling off-site the asphalt. Contractor shall be allowed to drive 6 wheel dump trucks on the existing paved surface. Excavator shall be limited to Rubber tired skid steer type equipment or other equipment approved by the engineer.

Measurement shall be by field measurement in square yards.

### 3.4.11 Remove Lime Rock Base

Payment for Lime Rock Base Removal shall be a Ton pay item. Remove Asphalt Pavement shall include loading and hauling off-site the lime rock base.

Contractor shall be allowed to drive 6 wheel dump trucks on the existing paved surface. Excavator shall be limited to Rubber tired skid steer type equipment or other equipment approved by the engineer.

Measurement shall be determined by load tickets from disposal site in tons.

### 3.4.12 Remove Old House

Payment for Remove Old House shall be by Lump Sum. See Standard Specifications for removal.

Measurement shall be field measured.

## 3.5 Quantities

Quantity estimates shown are for bidding purposes only. Actual quantities for payment shall be based on field measurements or qualified load tickets from a qualified disposal site. See Specifications for density of related pay items.

**Table 3-1. Port Bougainville Quantities**

| NO. | PAY ITEM | QUANTITY | UNIT |
|---|---|---|---|
| 1 | Mobilizing | 1 | L.S. |
| 2 | Remove Tennis Courts | 150 | S.Y. |
| 3 | Remove Bath House | 1 | L.S. |
| 4 | Remove Restaurant and Tunnel | 1 | L.S. |
| 5 | Remove Lodge | 1 | L.S. |
| 6 | Remove Fill at Lodge | 4,526 | C.Y. |
| 7 | Remove Foundations | 370 | S.Y. |
| 8 | Remove Fill Areas | 1,170 | C.Y. |
| 9 | Clean Fill (Port Bougainville site) | 218 | Load |
| 10 | Saw Cut Asphalt Pavement | 2,800 | L.F. |
| 11 | Remove Asphalt Pavement | 5,556 | S.Y. |
| 12 | Remove Lime Rock Base | 320 | TON |
| 13 | Remove Old House | 1 | L.S. |
| 14 | Value of Cypress Timbers | 1 | L.S. |

# 4.0 NIKE RADAR SITE

## 4.1 Introduction

The Nike Site is an abandoned Nike Missile Base (Battery B). It is not known exactly when it was built, but Battery B was relocated from Homestead to Key Largo in 1965. The site includes several buildings, paved surfaces, a waste water package plant and other small miscellaneous structures. There are 4 radar towers in the complex. These radar towers are NOT to be removed. They are to be preserved. **Figure 4-1** provides an aerial view of the site and points out the vast scope of this project.

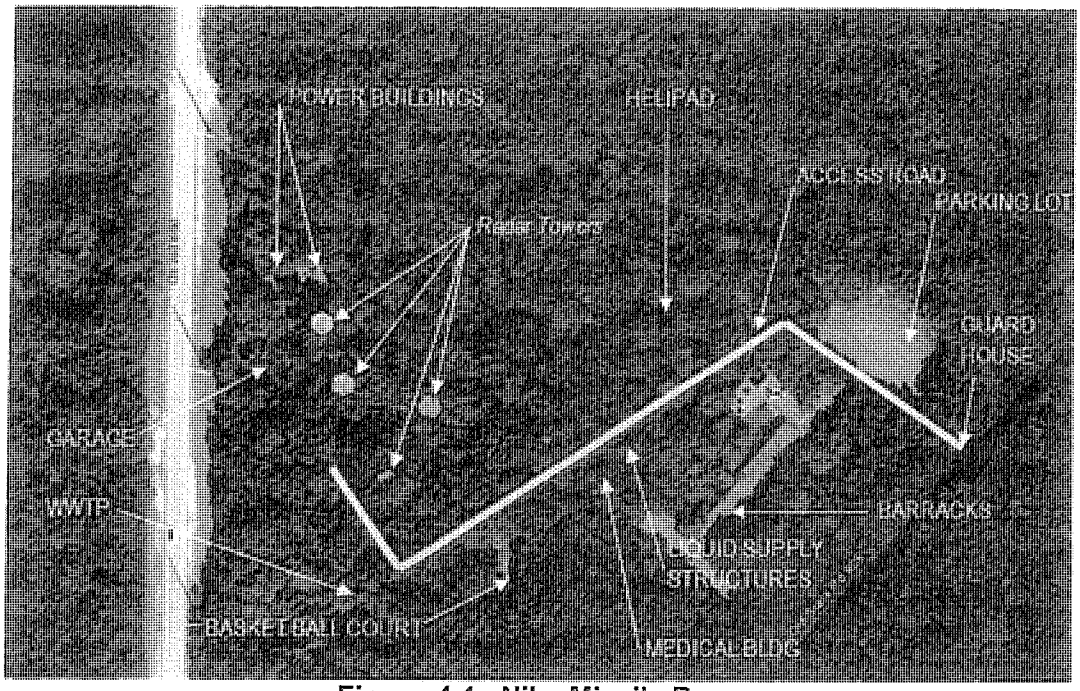



**Figure 4-1. Nike Missile Base**

Although many of the structures are difficult to see in the recent aerial, the survey shows all features. Also not labeled are the other miscellaneous asphalt surfaces to be removed. As shown on the Demolition Plan.

## 4.2 Demolition Plan

Demolition Plans are provided to scale. Contractor shall use these plans for direction and understanding the project scope in the most detailed aspect. Quantities are based on these plans.

## 4.3 Detailed Project Description

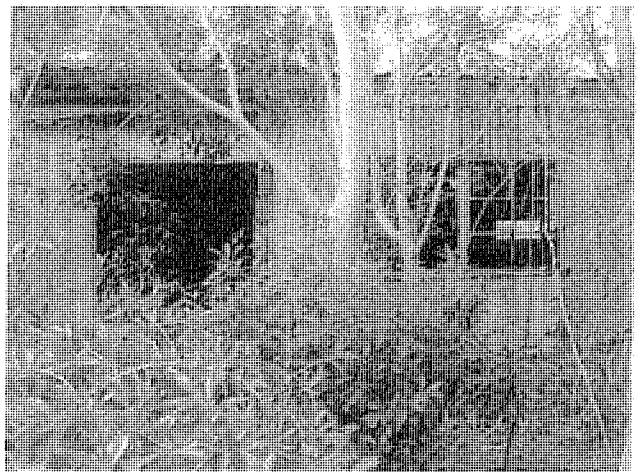
Nike Radar site has 8 specific demolition sites.

1. Power Buildings
2. Garage
3. Wastewater Treatment Plant (WWTP)
4. Liquid Supply Structure

5. Medical Building
6. Helipad
7. Basketball Court
8. Barracks
9. Guard House
10. Parking Lot
11. Access Road and paved surfaces

The following are photographs from the Nike Missile site taken in December 2011.

Power Building are two large structures housing power and transformer equipment. These items are LUMP SUM bid items including removal of all existing equipment. Foundations shall be removed and site leveled to existing adjacent grades.



One structure pictured above is a concrete block structure. The second power building is a metal building pictured right.

The Garage is a smaller concrete block structure also a LUMP SUM item includes removal of the foundation and leveling to existing adjacent grades.

The Waste Water Treatment Plant is a small package plant. This WWTP will not require an abandonment permit from FDEP. The plant shall be disassembled and removed.

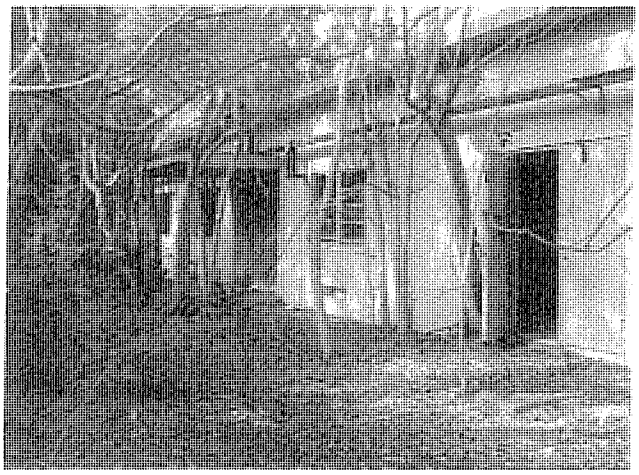
Liquid Supply structure is a small free standing structure used to store chemicals and paints. Some old containers are still in the structure. These must be removed and determined if they are HazMat

materials. HazMat materials must be handled and permitted in accordance with State and Federal regulations.

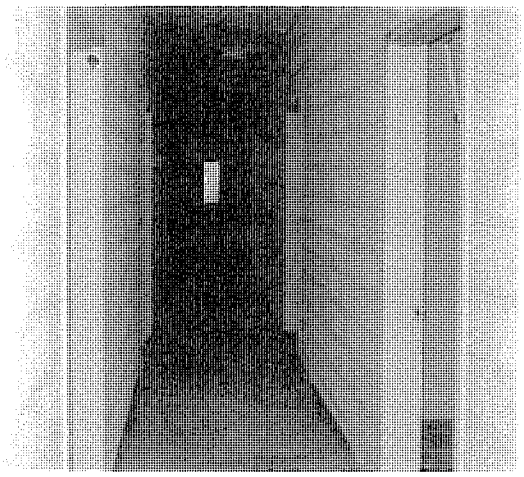
The Medical Building is near the barracks and is a small wood structure as shown.

The Helipad is an old eroded asphalt surface of unknown thickness. This is a square yard pay item.

The Basketball court is a simple asphalt surface with very little fill material. This will be a square yard removal item.



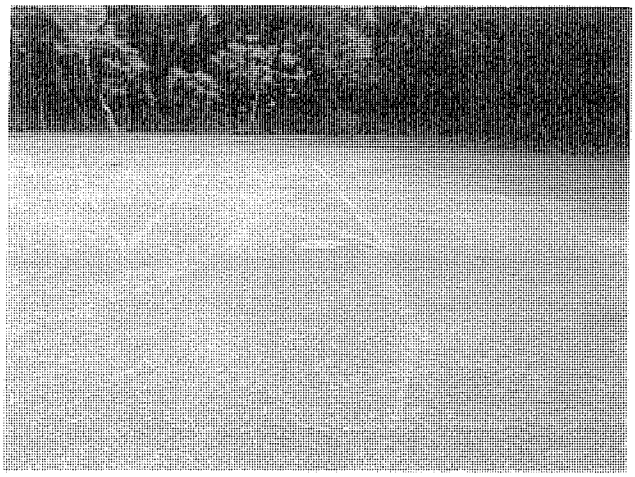
The barracks is the largest of the structures on the Nike Radar site. As shown on the survey it is a long slender building with short wings on either ends. The structure is concrete block. Mostly at a natural grade this entity is a LUMP SUM pay item. This entity includes removal of the foundation.



Pictured right is an interior corridor representation. As shown the interior walls are also concrete block. The interior of the building contains many mechanical, plumbing and electrical appurtenances that will have to be examined for volatile fluids and or gases. Asbestos and lead paint testing shall be by others determined by the Florida Parks Service.

The Guard house is located at the end of the parking lot before entry on to the Old Roads. It is a small, wood structure at natural grade.

Access Road and other paved surfaces are throughout the development site. As labeled on the Demolition Plans. These thin asphalt and concrete surface shall be removed to natural grade. This item is a square yard pay item.



The parking lot is a large rectangular paved surface. The condition of the surface can be seen in the photograph to the left. Other walkways and paved surfaces are shown on the topographic survey. There are many paved paths walk ways and of various thickness and condition. Although there are many variables from surface to surface, all paved surfaces are included in the Paved Surface pay item.

## 4.4 Special Conditions

### 4.4.1 Mobilization

Mobilization is paid for by Lump Sum. 50% can be paid with first invoice, 50% upon completion of the project. Additions and Deducts are not allowed for this item.

### 4.4.2 Remove Power Buildings

Payment for Remove Power Buildings shall be by Lump Sum. See Standard Specifications for removal.

Measurement shall be field measured.

### 4.4.3 Remove Garage

Payment for Remove Garage shall be by Lump Sum. See Standard Specifications for removal.

Measurement shall be field measured.

### 4.4.4 Remove Wastewater Treatment Plant

Payment for Remove Waste Water Treatment Plant shall be by Lump Sum. This entity shall net require special FDEP permits. See Standard Specifications for removal.

Measurement shall be field measured.

### 4.4.5 Remove Liquid Supply Structure

Payment for Remove Liquid Supply Structure shall be by Lump Sum. Any chemical containers found shall be removed and tested for environmentally hazardous materials.

Florida Parks Service shall be responsible for proper treatment and disposal of these items. See Standard Specifications for removal.

Measurement shall be field measured.

### 4.4.6 Remove Medical Building

Payment for Remove Medical Building shall be Lump Sum. See Standard Specifications for removal.

Measurement shall be field measured.

### 4.4.7 Remove Helipad

Payment for Remove Helipad shall be by S.Y. Contractor shall be allowed to use 6 wheel dump trucks and large excavators to remove asphalt.

Measurement shall be field measured.

### 4.4.8 Clean Fill

Payment for Clean Fill shall be per 6 Wheel Truck Load. Clean fill as defined in the General Specifications includes Lime Rock Base material. If Lime Rock Base material is used as clean fill on site, it is paid for per 6 wheel truck load hauled. Otherwise if disposed of, Lime Rock Base Removal shall be paid for as Lime Rock Base Removal.

Measurement shall be per truck load relocated on site.

### 4.4.9 Remove Basketball Court

Payment for Remove Basketball Court shall be a Square Yard pay item. Remove Asphalt Pavement shall include loading and hauling off-site the asphalt. Contractor shall be allowed to drive 6 wheel dump trucks on the existing paved surface.

Measurement shall be by field measurement in square yards.

### 4.4.10 Remove Barracks

Payment for Remove Barracks shall be a Lump Sum pay item. See Standard Specifications for removal.

Measurement shall be field measured.

### 4.4.11 Remove Guard House

Payment for Remove Guard House shall be by Lump Sum. See Standard Specifications for removal.

Measurement shall be field measured.

### 4.4.12 Remove Parking Lot

Payment for Remove Parking Lot shall be by Lump Sum. See Standard Specifications for removal.

Measurement shall be field measured.

### 4.4.13 Remove Access Road and Paved Surfaces

Payment for Remove Access Road and Paved Surfaces shall be by Square Yard. See Standard Specifications for removal.

Measurement shall be field measured.

## 4.5 Quantities

Quantity estimates shown are for bidding purposes only. Actual quantities for payment shall be based on field measurements or qualified load tickets from a qualified disposal site. See Specifications for density of related pay items.

**Table 4-1. Nike Missile Base Quantities**

| NO. | PAY ITEM | QUANTITY | UNIT |
|---|---|---|---|
| 1 | Mobilizing | 1 | L.S. |
| 2 | Power Buildings | 1 | L.S. |
| 3 | Remove Garage | 1 | L.S. |
| 4 | Remove WWTP | 1 | L.S. |
| 5 | Remove Liquid Supply Bldg. | 1 | L.S. |
| 6 | Remove Medical Building | 1 | L.S. |
| 7 | Remove Helipad | 45 | S.Y. |
| 8 | Clean Fill | 66 | Load |
| 9 | Remove Basketball Courts | 854 | S.Y. |
| 10 | Remove Barracks | 1 | L.S. |
| 11 | Remove Guard House | 1 | L.S. |
| 12 | Remove Parking Lot | 2,407 | S.Y. |
| 13 | Remove Paved Surfaces | 220 | S.Y. |

# Exhibit A

Summary Bid Tabulation

Included for informational purposes only.

Use response forms in Section 4 of this RFP

DO NOT USE THIS FORM

**Bid Tab A-1. Old Road Quantities**

| NO. | PAY ITEM | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 1 | Mobilizing | 1 | L.S. | | |
| 2 | Saw Cut Existing Pavement | 17,582 | L.F. | | |
| 3 | Remove Asphalt Pavement | 20,774 | S.Y. | | |
| 4 | Remove Lime Rock Base | 1,168 | TON | | |
| 5 | Clean Fill (Carysfort Site) | 520 | Load | | |
| | TOTALS | | | | |

**Bid Tab A-2 Port Bougainville Quantities**

| NO. | PAY ITEM | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 1 | Mobilizing | 1 | L.S. | | |
| 2 | Remove Tennis Courts | 150 | S.Y. | | |
| 3 | Remove Bath House | 1 | L.S. | | |
| 4 | Remove Restaurant and Tunnel | 1 | L.S. | | |
| 5 | Remove Lodge | 1 | L.S. | | |
| 6 | Remove Fill at Lodge | 4,526 | C.Y. | | |
| 7 | Remove Foundations | 370 | S.Y. | | |
| 8 | Remove Fill Areas | 1,170 | C.Y. | | |
| 9 | Clean Fill (Port Bougainville site) | 218 | Load | | |
| 10 | Saw Cut Asphalt Pavement | 2,800 | L.F. | | |
| 11 | Remove Asphalt Pavement | 5,556 | S.Y. | | |
| 12 | Remove Lime Rock Base | 320 | TON | | |
| 13 | Remove Old House | 1 | L.S. | | |
| 14 | Value of Cypress Timbers | 1 | L.S. | | |
| | TOTALS | | | | |

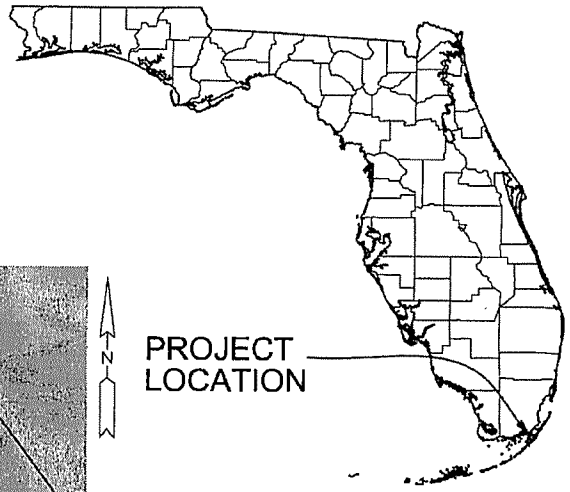
**Bid Tab A-3 Nike Missile Base Quantities**

| NO. | PAY ITEM | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 1 | Mobilizing | 1 | L.S. | | |
| 2 | Power Buildings | 1 | L.S. | | |
| 3 | Remove Garage | 1 | L.S. | | |
| 4 | Remove WWTP | 1 | L.S. | | |
| 5 | Remove Liquid Supply Bldg. | 1 | L.S. | | |
| 6 | Remove Medical Building | 1 | L.S. | | |
| 7 | Remove Helipad | 45 | S.Y. | | |
| 8 | Clean Fill | 66 | Load | | |
| 9 | Remove Basketball Courts | 854 | S.Y. | | |
| 10 | Remove Barracks | 1 | L.S. | | |
| 11 | Remove Guard House | 1 | L.S. | | |
| 12 | Remove Parking Lot | 2,407 | S.Y. | | |
| 13 | Remove Paved Surfaces | 220 | S.Y. | | |
| | TOTALS | | | | |

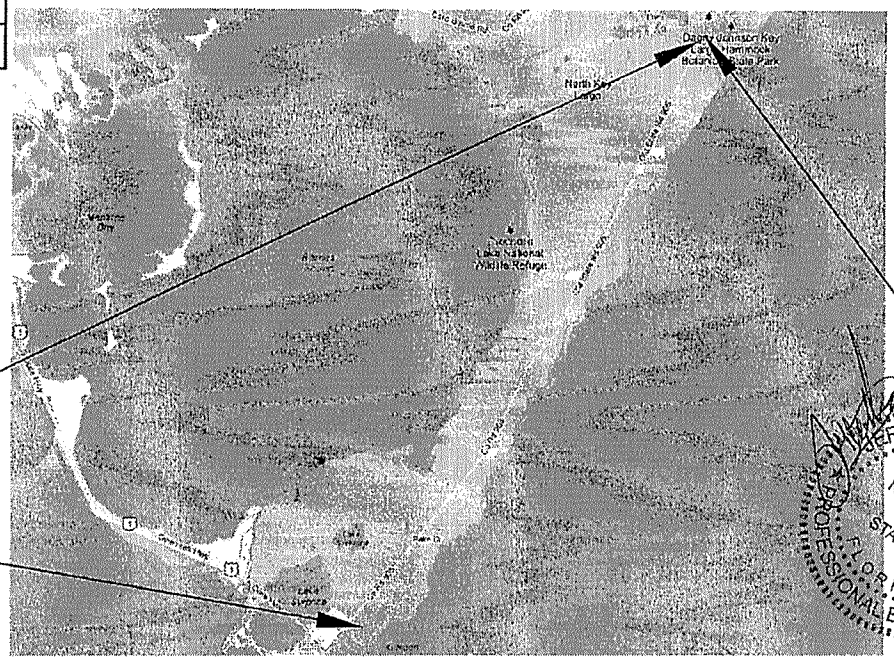
| SHEET INDEX | |
|---|---|
| GENERAL SHEETS | SHEET NO. |
| COVER SHEET | G-1 |
| INDEX SHEET | G-2 |
| INDEX SHEET | G-3 |
| INDEX SHEET | G-4 |
| INDEX SHEET | G-5 |
| INDEX SHEET | G-6 |
| PLAN SHEETS | C-1-42 SERIES |

# NORTH KEY LARGO RESTORATION AREAS

## CONSTRUCTION PLANS




KEY MAP
NOT TO SCALE




LOCATION MAP
NOT TO SCALE

JEFFERY A. GILBERT
LICENSE
No. 56646
STATE OF FLORIDA
PROFESSIONAL ENGINEER

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SURVEY WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. ALL ELEVATIONS SHOWN HEREON REFER TO NAVD 88.
4. HORIZONTAL POSITIONS REFER TO FLORIDA STATE PLANE COORDINATES (EAST ZONE) NAD 83.

811 Know what's below. Call before you dig.


WADE TRIM
98310 Overseas Highway
Key Largo, FL 33037
305.852.4343/888.894.WADE FAX: 305.853.5124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence


FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NORTH KEY LARGO RESTORATION AREAS COVER SHEET

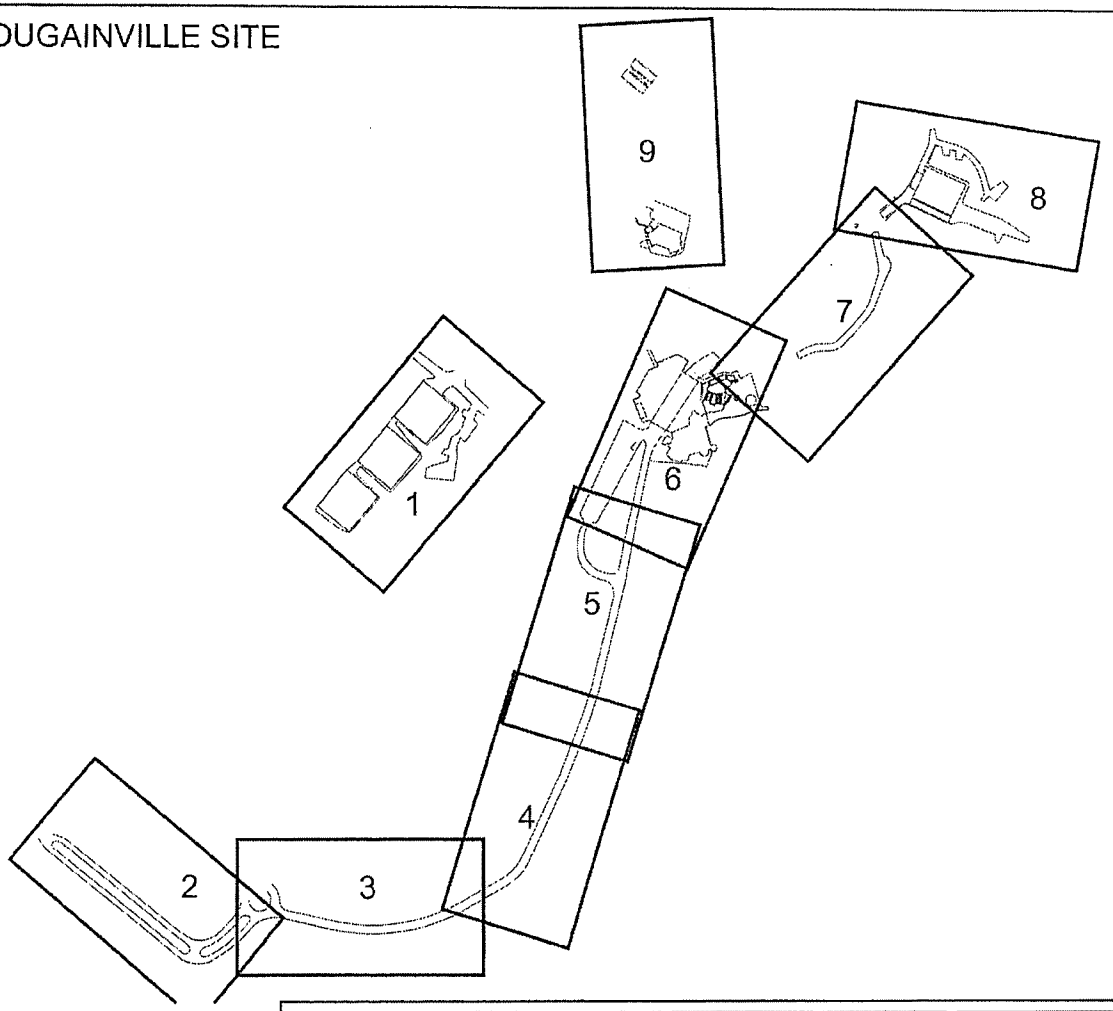
JOB NO. FDE2002.011

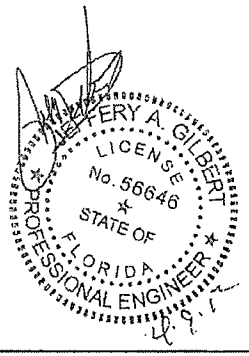
SHEET G-1

© Wade Trim Group, Inc.

PROJECT MANAGER:JEFF GILBERT, PE
FIELD BOOK INFORMATION:-
C:\PW_WORK\JGILBERT\D0318219\GCS-PLTS-COVER.DWG - G-1 - FULL SCALE MONOCHROME.STB - PLOTTED 4/5/2012 3:07 PM BY GILBERT, JEFF

# PORT BOUGAINVILLE SITE




300 150 0 300 600

SCALE IN FEET

WADETRIM
98310 Overseas Highway
Key Largo, FL 33037
305.852.4343/888.894.WADE FAX: 305.853.5124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence

FLORIDA DEPARTMENT
OF
ENVIRONMENTAL PROTECTION

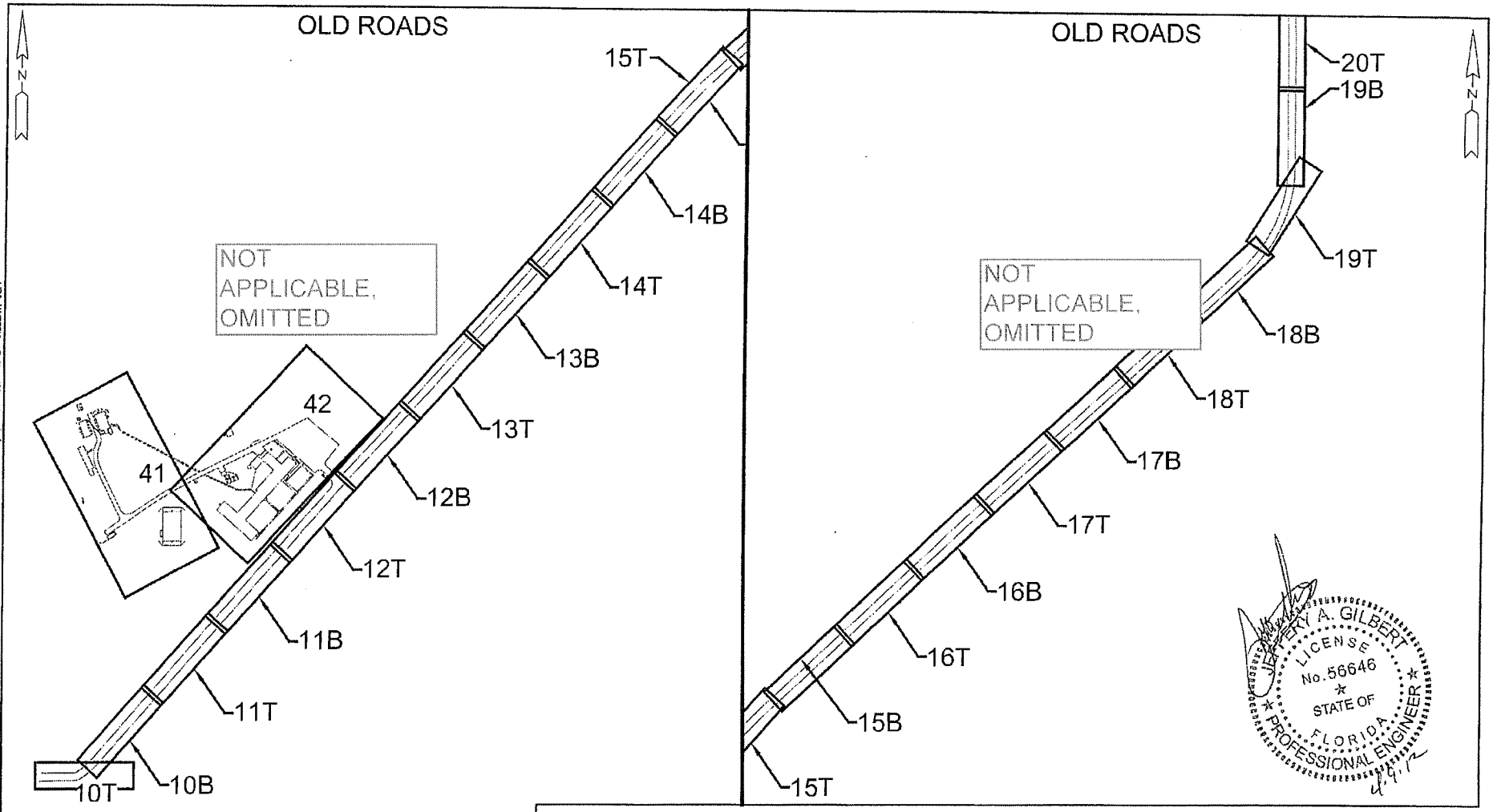
NORTH KEY LARGO
RESTORATION AREAS
SHEET INDEX

JOB NO.
FDE2002.011

SHEET
G-2

© Wade Trim Group, Inc.

PROJECT MANAGER:JEFF GILBERT, PE FIELD BOOK INFORMATION:-
C:\PW_WORK\JGILBERT\d0318219\VSP--PLTS--INDEX.DWG - G-2 - FULL SCALE MONOCHROME.STB - PLOTTED 4/5/2012 2:27 PM BY GILBERT, JEFF




JEFFERY A. GILBERT LICENSE No.56646 STATE OF FLORIDA PROFESSIONAL ENGINEER 4/9/12

WADETRIM
98310 Overseas Highway
Key Largo, FL 33037
305.852.4343/800.894.WADE FAX: 305.853.5124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

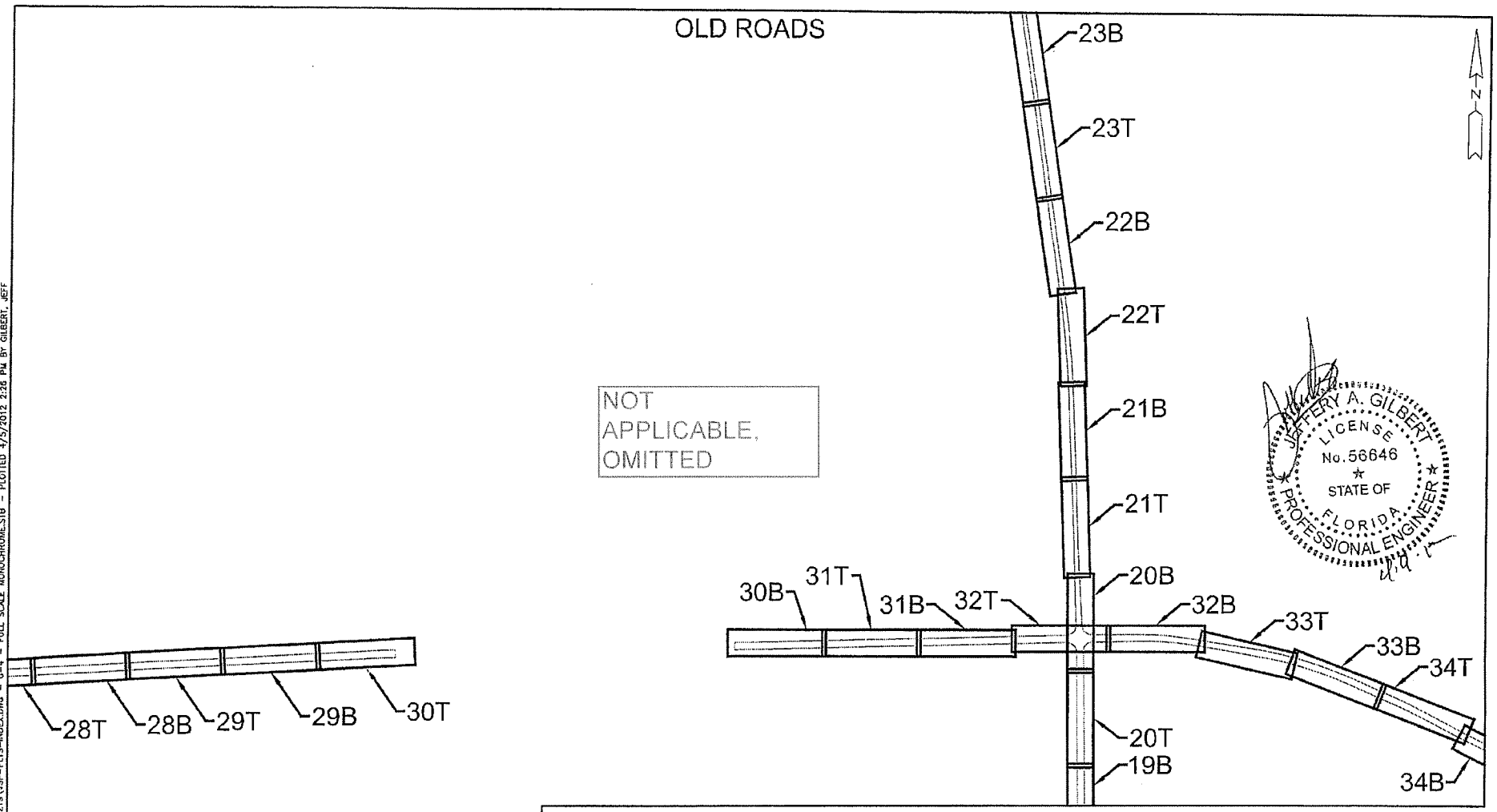
NORTH KEY LARGO RESTORATION AREAS SHEET INDEX

JOB NO. FDE2002.011

SHEET G-3

© Wade Trim Group, Inc.

PROJECT MANAGER: JEFF GILBERT, PE FIELD BOOK INFORMATION:-
C:\PW_WORK\JGILBERT\d0318219\VSP-PLTS-INDEX.DWG - G-3 - FULL SCALE MONOCHROME.STB - PLOTTED 4/5/2012 2:27 PM BY GILBERT, JEFF




PROJECT MANAGER: JEFF GILBERT, PE
FIELD BOOK INFORMATION:-
C:\PW_WORK\JGILBERT\D0318219\VSP-PLTS-INDEX.DWG - G-4 - FULL SCALE MONOCHROME.STB - PLOTTED 4/5/2012 2:26 PM BY GILBERT, JEFF

WADETRIM
98310 Overseas Highway
Key Largo, FL 33037
305.852.4343/868.894.WADE FAX: 305.853.5124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence

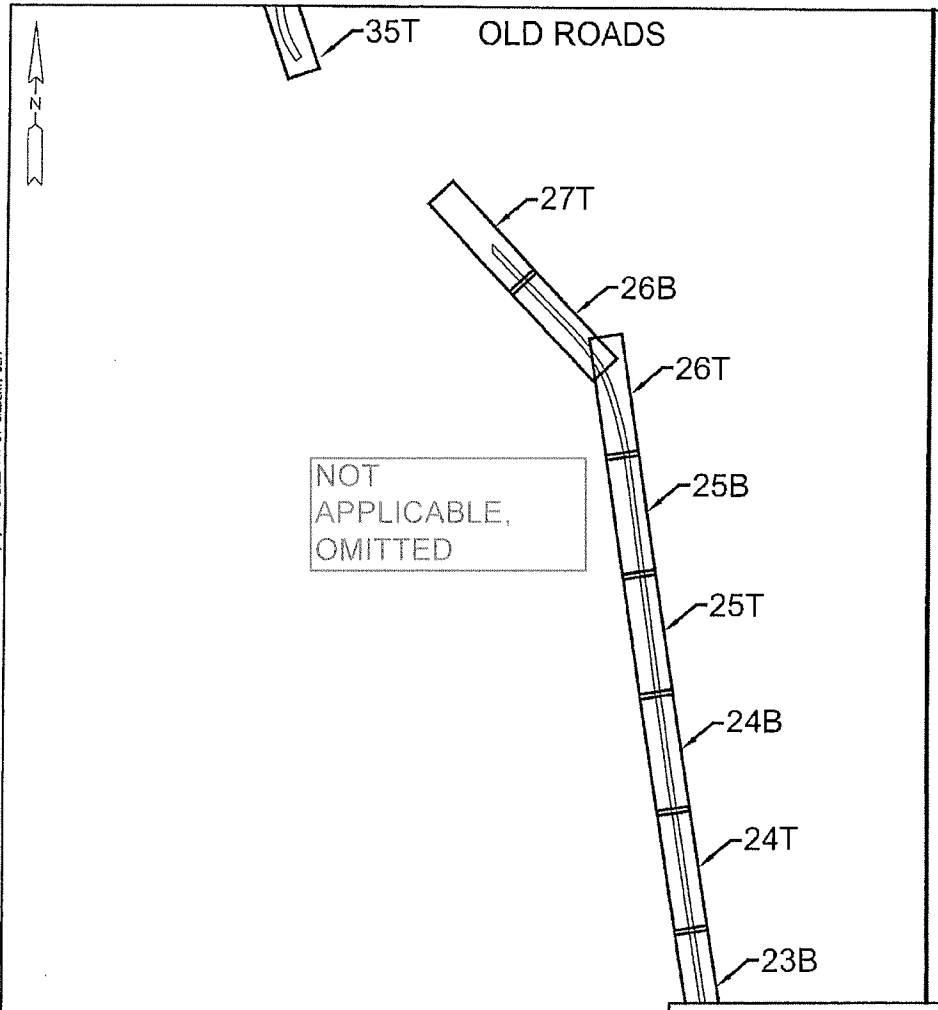
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

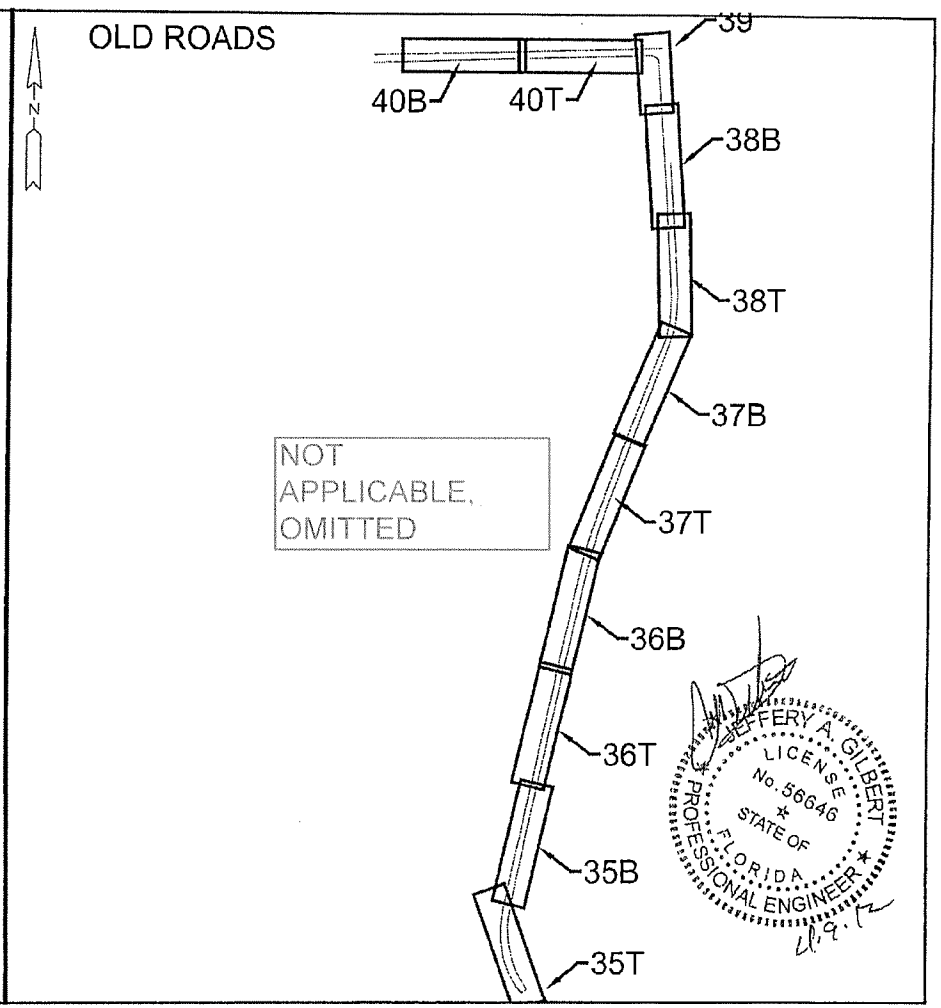
NORTH KEY LARGO RESTORATION AREAS SHEET INDEX

JOB NO. FDE2002.011

SHEET G-4

© Wade Trim Group, Inc.




300 150 0 300 600

SCALE IN FEET

JEFFERY A. GILBERT
LICENSE
No. 56646
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

WADETRIM
96310 Overseas Highway
Key Largo, FL 33037
305.852.4343/888.894.WADE FAX: 305.853.5124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence

FLORIDA DEPARTMENT
OF
ENVIRONMENTAL PROTECTION

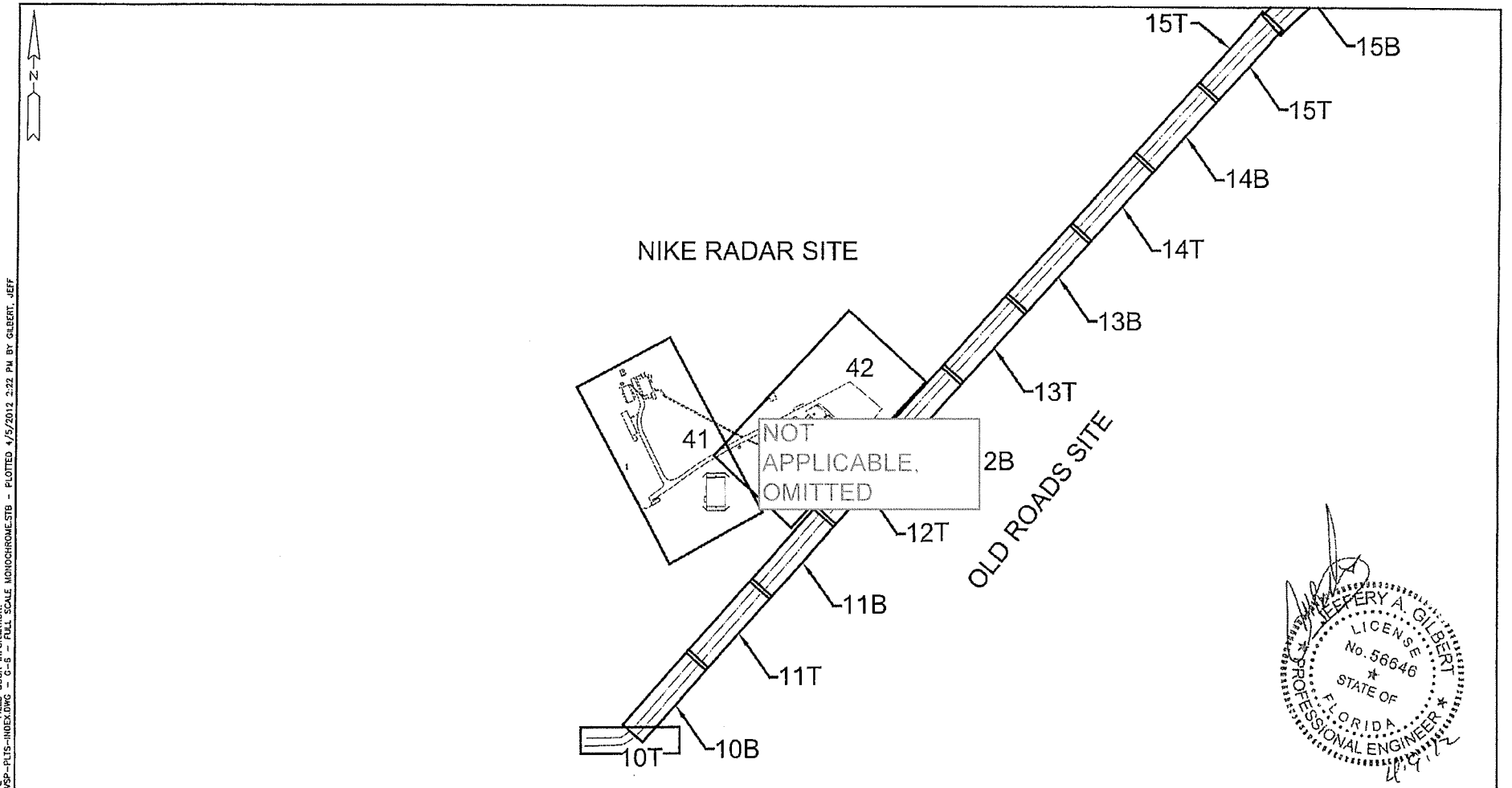
NORTH KEY LARGO
RESTORATION AREAS
SHEET INDEX

JOB NO.
FDE2002.011

SHEET
G-5

© Wade Trim Group, Inc.

PROJECT MANAGER:JEFF GILBERT, PE FIELD BOOK INFORMATION:-
C:\PW_WORK\JGILBERT\D0378219\VSP-PLTS-INDEX.DWG - G-5 - FULL SCALE MONOCHROME.STB - PLOTTED 4/5/2012 2:22 PM BY GILBERT, JEFF




JEFFERY A. GILBERT
LICENSE
No. 56646
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

300 150 0 300 600
SCALE IN FEET

WADETRIM
98310 Overseas Highway
Key Largo, FL 33037
305.852.4343/888.884.WADE FAX: 305.853.5124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence

FLORIDA DEPARTMENT
OF
ENVIRONMENTAL PROTECTION

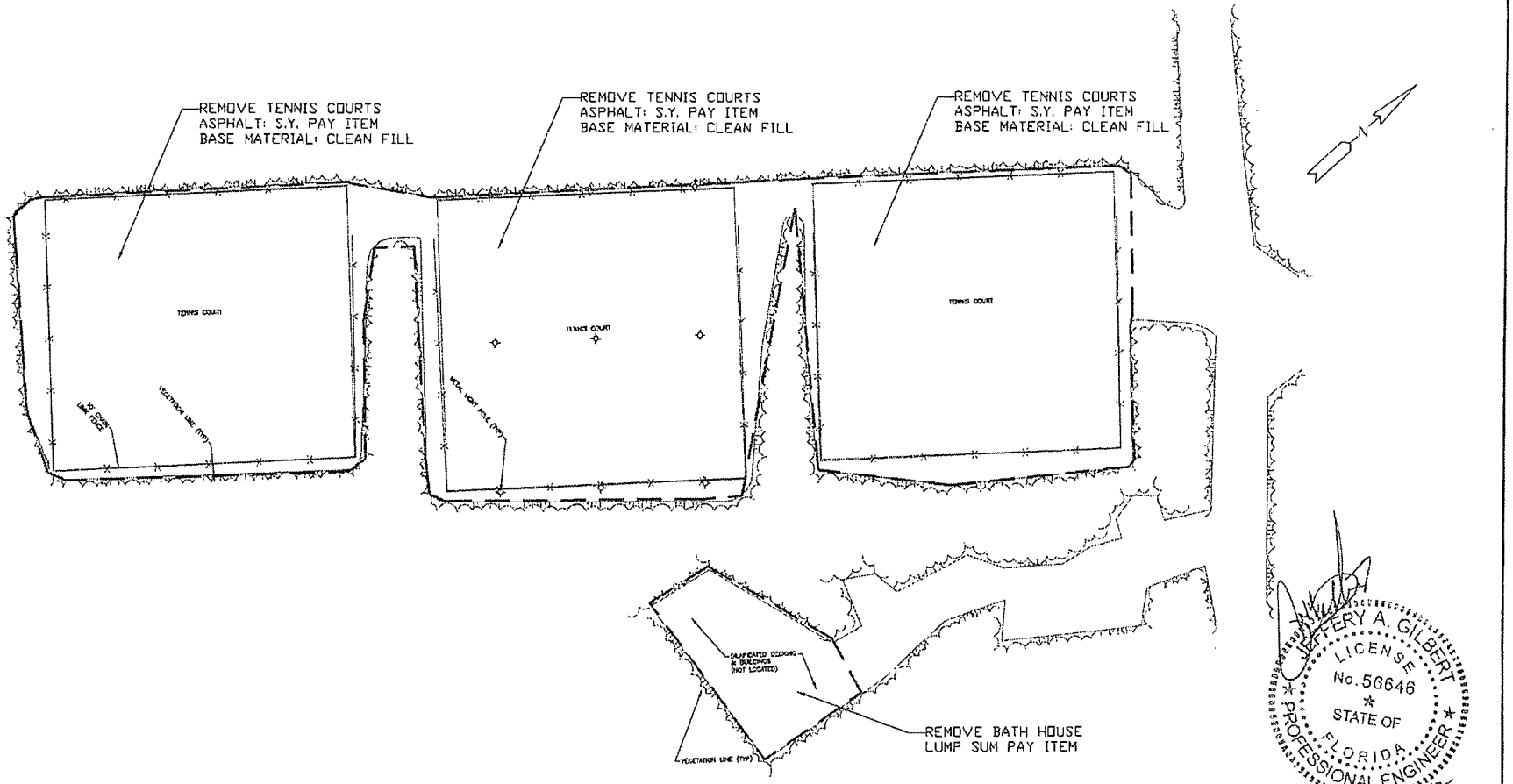
NORTH KEY LARGO
RESTORATION AREAS
SHEET INDEX

JOB NO.
FDE2002.011

SHEET
G-6

© Wade Trim Group, Inc.

PROJECT MANAGER:JEFF GILBERT, PE
C:\PW_WORK\JGILBERT\D0319219\VSP-PLTS-INDEX.DWG - G-5 - FULL SCALE MONOCHROME.STB - PLOTTED 4/5/2012 2:22 PM BY GILBERT, JEFF
FIELD BOOK INFORMATION:-




PROJECT MANAGER: JEFF GILBERT, PE
FIELD BOOK INFORMATION:-
C:\PW_WORK\JGILBERT\D0318219\VSP-PLTS-NTH4.DWG - C-3.1 - FULL SCALE MONOCHROME.STB - PLOTTED 4/5/2012 3:04 PM BY GILBERT, JEFF

811 Know what's below. Call before you dig.

40 20 0 40 80
SCALE IN FEET

WADETRIM
98310 Overseas Highway
Key Largo, FL 33037
305.852.4343/888.894.WADE FAX: 305.853.5124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence

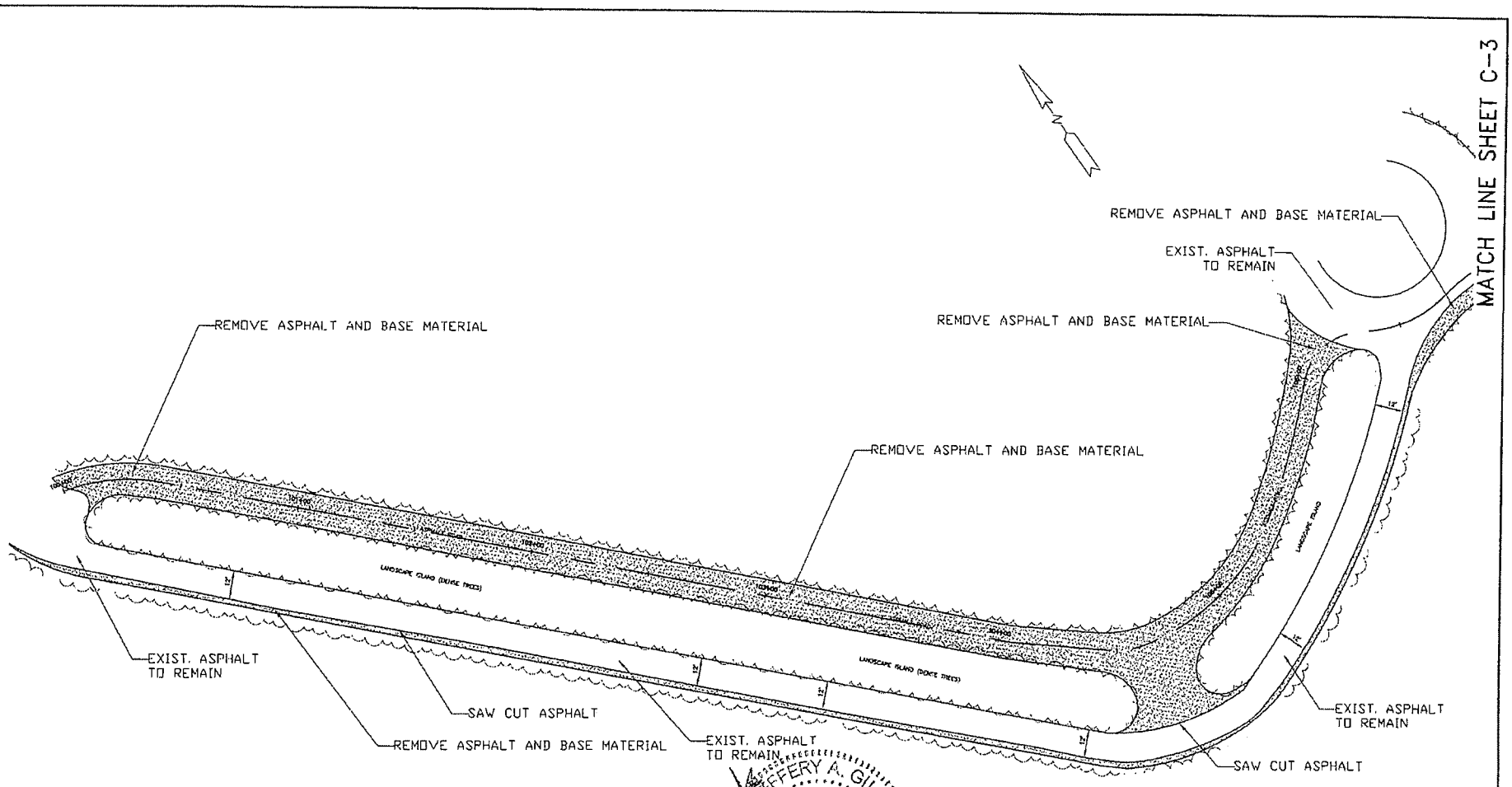
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NORTH KEY LARGO RESTORATION AREAS
PORT BOUGAINVILLE

JOB NO. FDE2002.011

SHEET C-1

© Wade Trim Group, Inc.




811 Know what's below. Call before you dig.

40 20 0 40 80
SCALE IN FEET

JEFFERY A. GILBERT LICENSE No. 66646 STATE OF FLORIDA PROFESSIONAL ENGINEER

WADE TRIM
98310 Overseas Highway
Key Largo, FL 33037
305.852.4343/888.894.WADE FAX: 305.853.6124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NORTH KEY LARGO
RESTORATION AREAS
PORT
BOUGAINVILLE

JOB NO. FDE2002.011

SHEET C-2

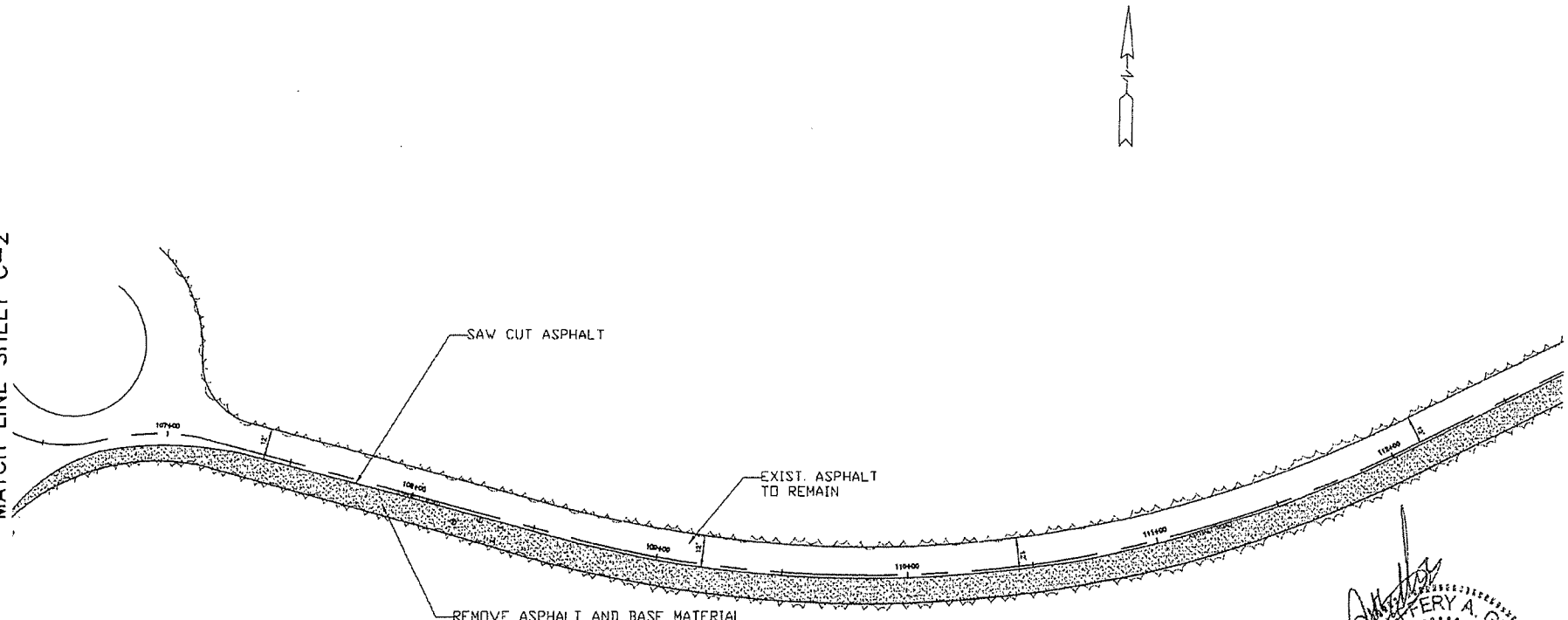
© Wade Trim Group, Inc.

PROJECT MANAGER: JEFF GILBERT, PE
FIELD BOOK INFORMATION: --
C:\PW_WORK\JGILBERT\D0318219\VSP-PLTS-NTH4.DWG - C-3.2 - FULL SCALE MONOCHROME.STB - PLOTTED 4/2/2012 2:08 PM BY GILBERT, JEFF

PROJECT MANAGER: JEFF GILBERT, PE
FIELD BOOK INFORMATION: -
C:\PW_WORK\JGILBERT\D0318219\VSP-PLTS-NTH4.DWG - C-3.3 - FULL SCALE MONOCHROME.STB - PLOTTED 4/2/2012 2:15 PM BY GILBERT, JEFF

MATCH LINE SHEET C-2

MATCH LINE SHEET C-4




JEFFERY A. GILBERT
LICENSE
No. 56646
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

811
Know what's below.
Call before you dig.

40 20 0 40 80
SCALE IN FEET

WADETRIM
98310 Overseas Highway
Key Largo, FL 33037
305.852.4343/868.894.WADE FAX: 305.853.5124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence

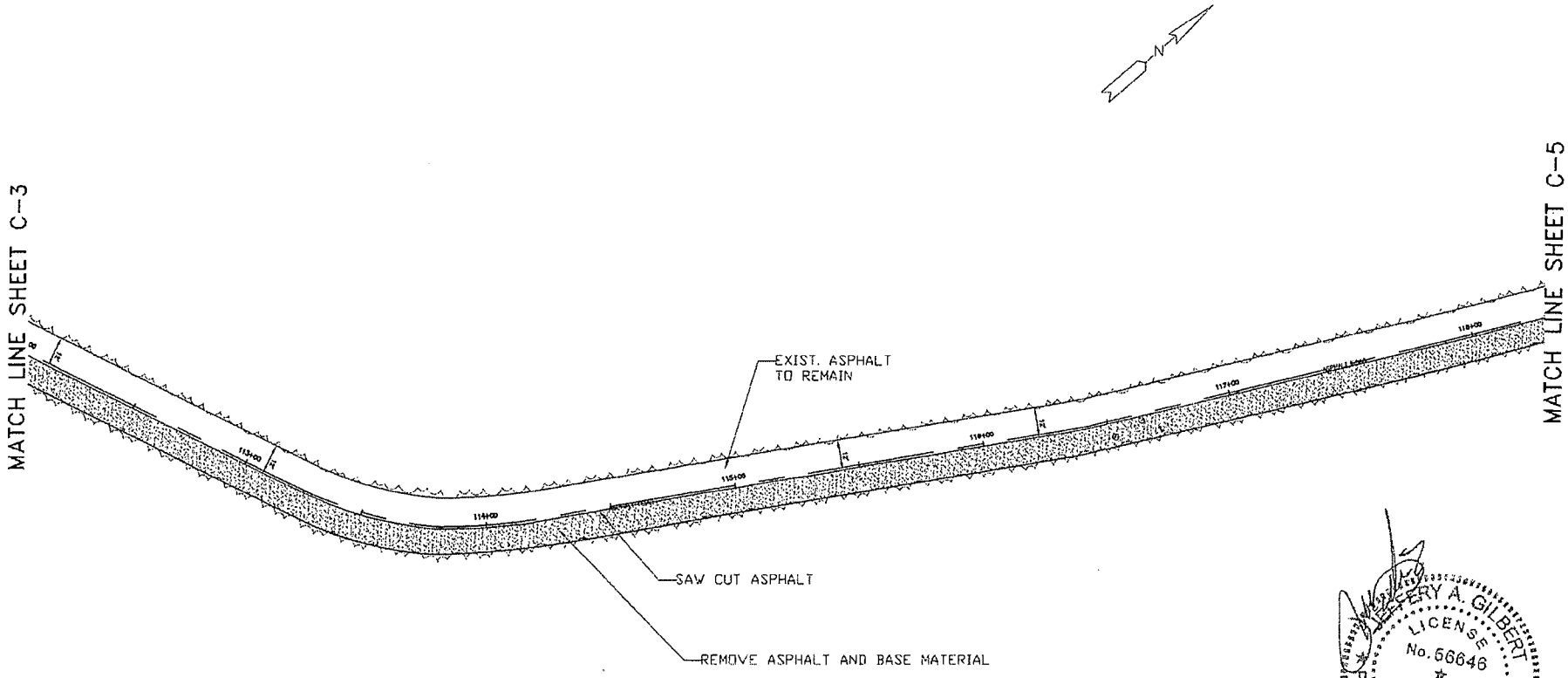
FLORIDA DEPARTMENT
OF
ENVIRONMENTAL PROTECTION

NORTH KEY LARGO
RESTORATION AREAS
PORT
BOUGAINVILLE

JOB NO
FDE2002.011

SHEET
C-3

© Wade Trim Group, Inc.




JEFFERY A. GILBERT
LICENSE
No. 66646
STATE OF FLORIDA
PROFESSIONAL ENGINEER
4.9.12

811 Know what's below. Call before you dig.

40 20 0 40 80
SCALE IN FEET

WADETRIM
98310 Overseas Highway
Key Largo, FL 33037
305.852.4343/888.894.WADE FAX: 305.853.5124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

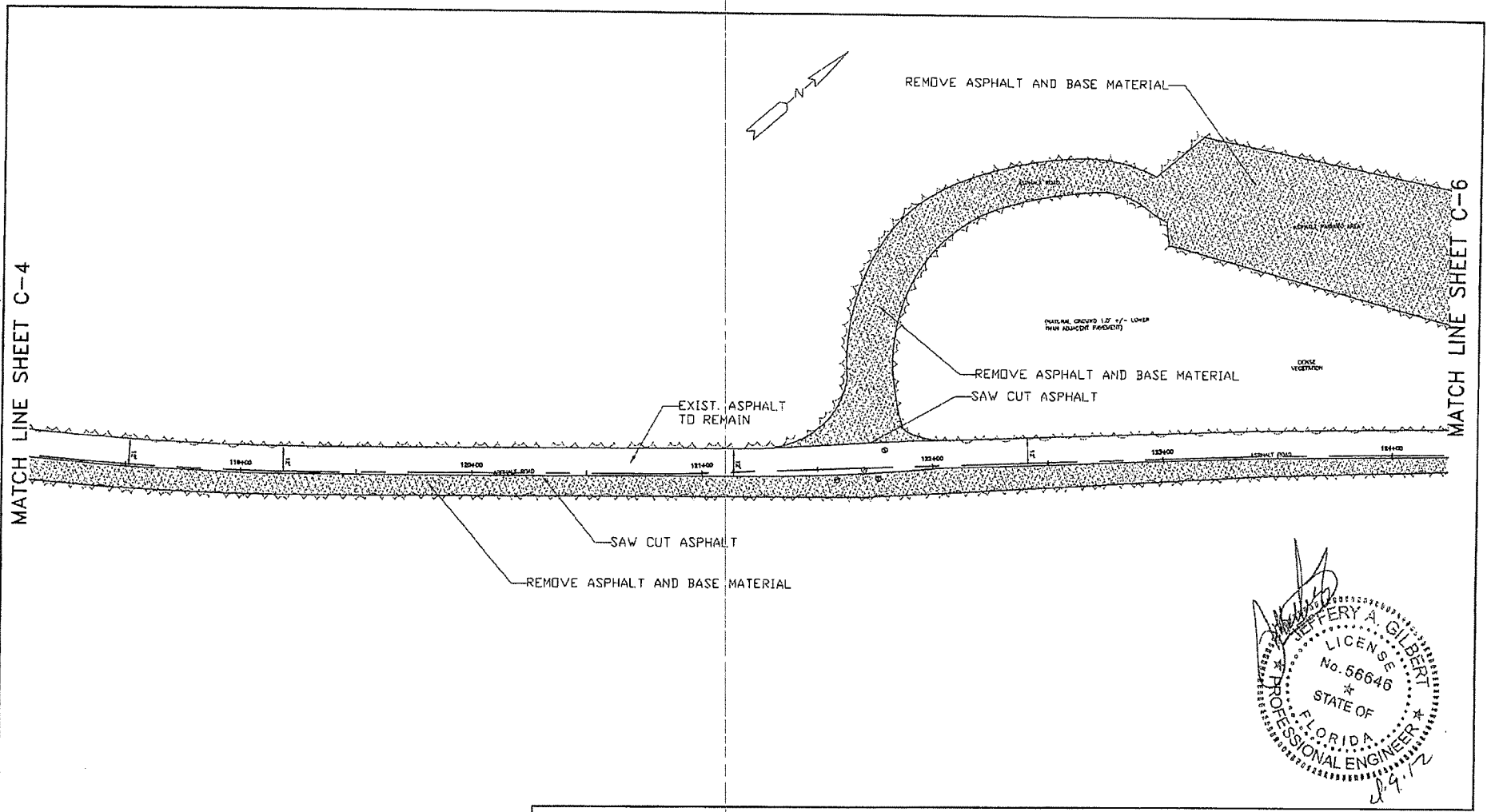
NORTH KEY LARGO RESTORATION AREAS
PORT BOUGAINVILLE

JOB NO. FDE2002.011

SHEET C-4

© Wade Trim Group, Inc.

PROJECT MANAGER: JEFF GILBERT, PE
FIELD BOOK INFORMATION: -
C:\PW_WORK\JGILBERT\D0318219\VSP-PLTS-NTH4.DWG - C-3,4 - FULL SCALE MONOCHROME.STB - PLOTTED 4/2/2012 2:11 PM BY GILBERT, JEFF




JEFFERY A. GILBERT
LICENSE
No. 56646
STATE OF FLORIDA
PROFESSIONAL ENGINEER
4-4-12

Know what's below. Call before you dig.

40 20 0 40 80
SCALE IN FEET

WADETRIM
98310 Overseas Highway
Key Largo, FL 33037
305.852.4343/888.894.WADE FAX: 305.853.5124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

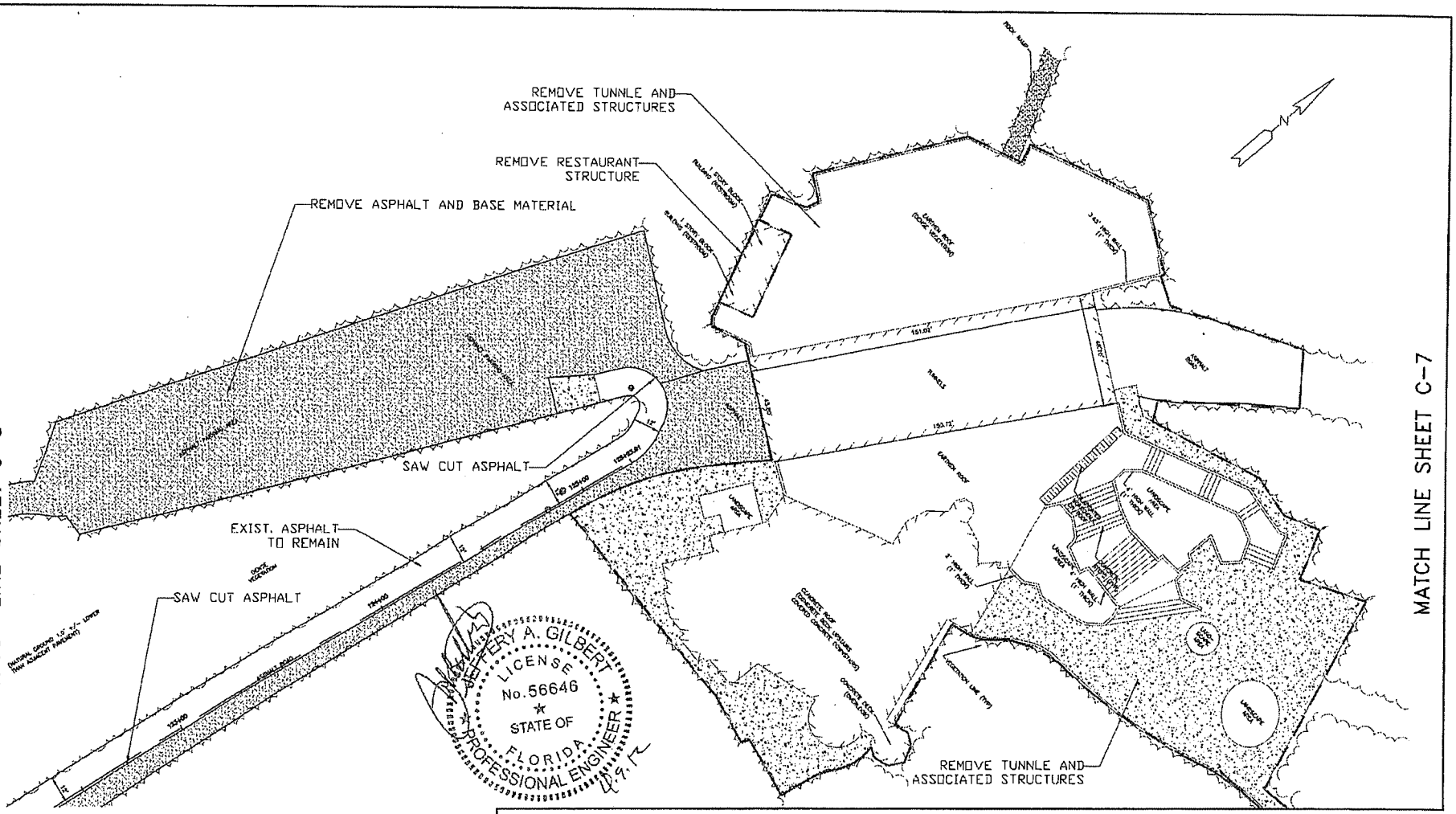
NORTH KEY LARGO RESTORATION AREAS
PORT BOUGAINVILLE

JOB NO. FDE2002.011

SHEET C-5

PROJECT MANAGER: JEFF GILBERT, P.E.
FIELD BOOK INFORMATION: -
C:\PW_WORK\JGILBERT\D0318219\VSP-PLTS-NTH4.DWG - C-3.5 - FULL SCALE MONOCHROME.STB - PLOTTED 4/2/2012 2:14 PM BY GILBERT, JEFF

© Wade Trim Group, Inc.




811 Know what's below. Call before you dig.


WADETRIM
98310 Overseas Highway
Key Largo, FL 33037
305.852.4343/888.894.WADE FAX: 305.853.5124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence


FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

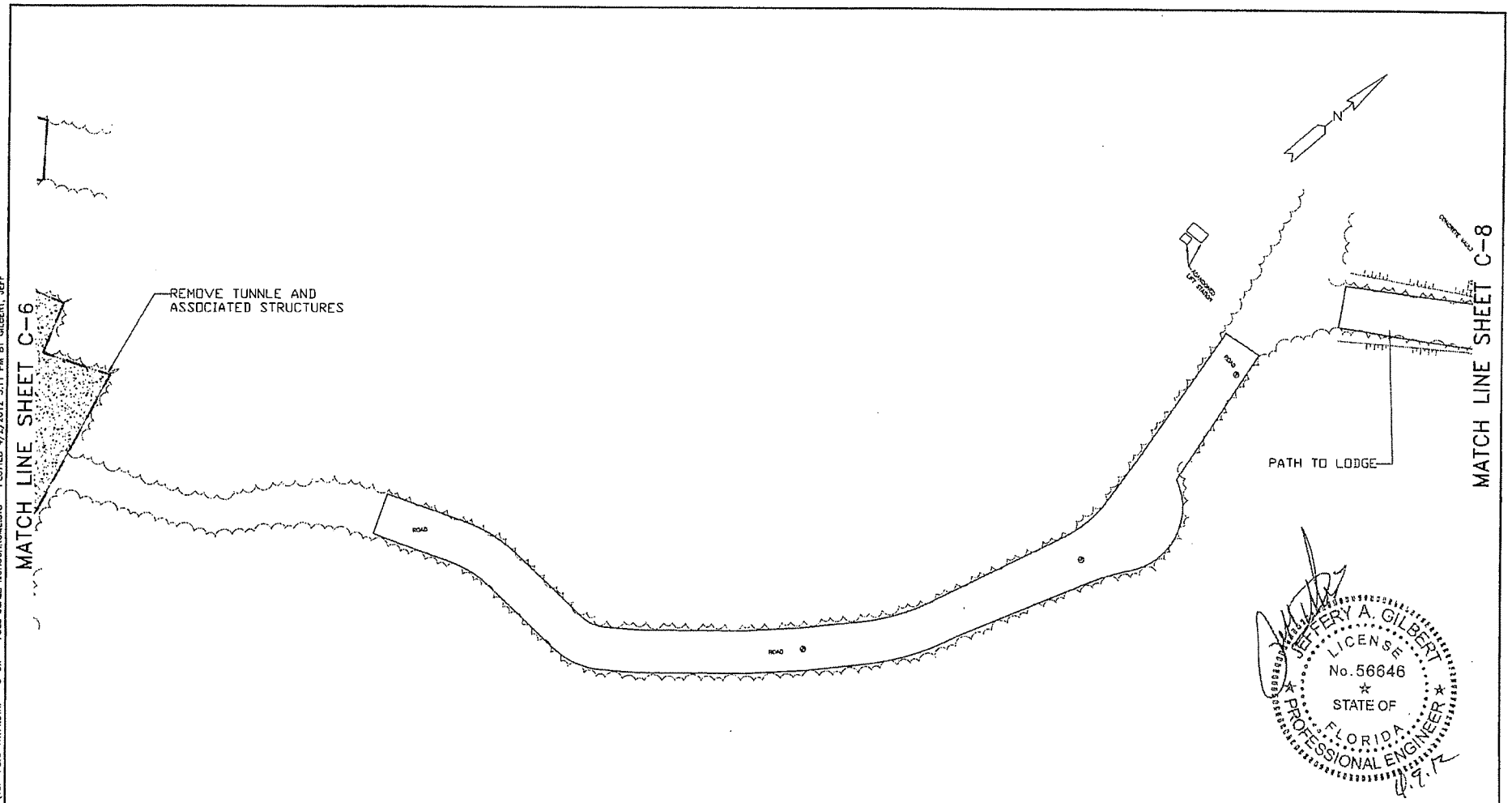
NORTH KEY LARGO RESTORATION AREAS
PORT BOUGAINVILLE

JOB NO. FDE2002.011

SHEET C-6

© Wade Trim Group, Inc.

PROJECT MANAGER: JEFF GILBERT, PE
FIELD BOOK INFORMATION:-
C:\PW_WORK\GILBERT\D0318219\VSP-PLTS-HTH4.DWG - C-3.6 - FULL SCALE MONOCHROME.STB - PLOTTED 4/2/2012 3:11 PM BY GILBERT, JEFF




JEFFERY A. GILBERT
LICENSE
No. 56646
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Know what's below. Call before you dig.

40 20 0 40 80
SCALE IN FEET

WADETRIM
96310 Overseas Highway
Key Largo, FL 33037
305.852.4343/888.894.WADE. FAX: 305.853.5124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence

FLORIDA DEPARTMENT
OF
ENVIRONMENTAL PROTECTION

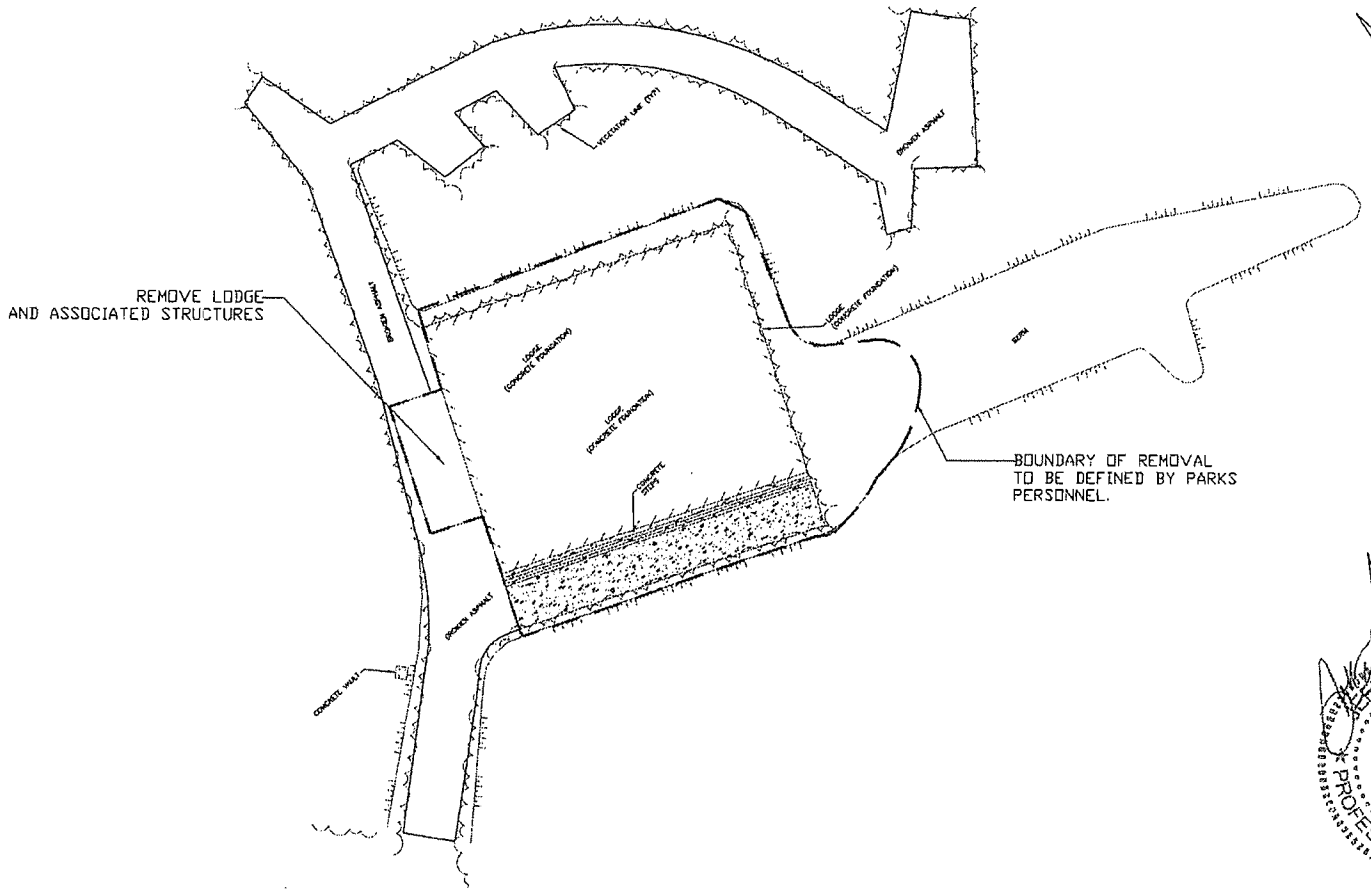
NORTH KEY LARGO
RESTORATION AREAS
PORT
BOUGAINVILLE

JOB NO.
FDE2002.011

SHEET
C-7

© Wade Trim Group, Inc.

PROJECT MANAGER: JEFF GILBERT, PE
FIELD BOOK INFORMATION: -
C:\PW_WORK\JGILBERT\D0318219\VSP-PLTS-NTH4.DWG - C-3.7 - FULL SCALE NONOCHROME.STB - PLOTTED 4/2/2012 3:11 PM BY GILBERT, JEFF




JEFFERY A. GILBERT
LICENSE
No. 56646
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
4/9/12

Know what's below. Call before you dig.

40 20 0 40 80
SCALE IN FEET

WADETRIM
98310 Overseas Highway
Key Largo, FL 33037
305.852.4343/686.894.WADE FAX: 305.853.5124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence

FLORIDA DEPARTMENT
OF
ENVIRONMENTAL PROTECTION

NORTH KEY LARGO
RESTORATION AREAS
PORT
BOUGAINVILLE

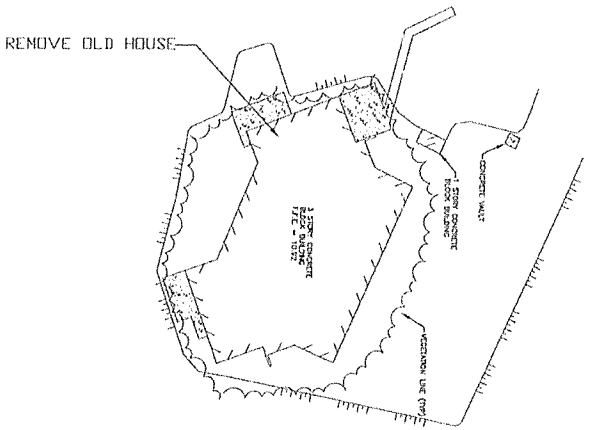
JOB NO. FDE2002.011

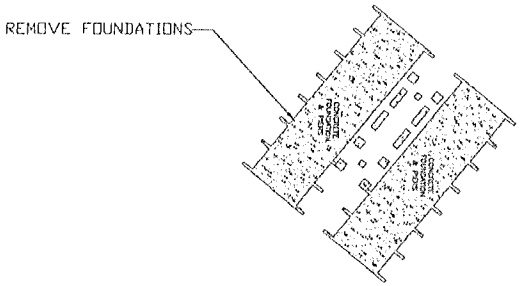
SHEET C-8

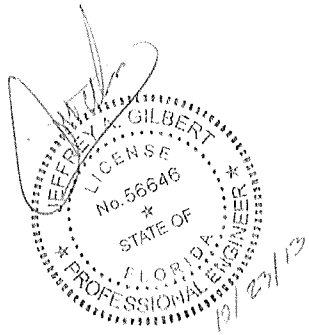
© Wade Trim Group, Inc.

PROJECT MANAGER: JEFF GILBERT, PE
FIELD BOOK INFORMATION: -
C:\PW_WORK\JGILBERT\D0318219\VSP-PLTS-NTH4.DWG - C-3.8 - FULL SCALE MONOCHROME.STB - PLOTTED 4/2/2012 3:05 PM BY GILBERT, JEFF

PROJECT MANAGER: JEFF GILBERT, PE FIELD BOOK INFORMATION:-
C:\PW_WORK\JGILBERT\D0534468\VSP-PLTS-NTH4.DWG - C-3.9 - FULL SCALE MONOCHROME.STB - PLOTTED: 10/23/2013 11:27 AM BY GILBERT, JEFF




811 Know what's below. Call before you dig.

40 20 0 40 80
SCALE IN FEET

WADETRIM
98310 Overseas Highway
Key Largo, FL 33037
305.852.4343/888.894.WADE FAX: 305.853.5124
Certificate of Authorization No.: 3952
www.wadetrim.com Building relationships on a foundation of excellence

FLORIDA DEPARTMENT
OF
ENVIRONMENTAL PROTECTION

NORTH KEY LARGO
RESTORATION AREAS
PORT
BOUGAINVILLE

JOB NO.
FDE2002.011

SHEET
C-9

© Wade Trim Group, Inc.

Attachment E

PSI Information To Build On
Engineering • Consulting • Testing

April 9, 2012

**John Pennekamp Coral Reef State Park**
P.O. Box 487
Key Largo, Florida 33037

Attn.: **Ms. Cecelia McCafferty**
Construction Manager

Re.: Lead-Based Paint Survey Report
**North Key Largo Restoration Project**
Port Bougainville
Key Largo, Monroe County, Florida
PSI Project No. 0784763-1

Dear Ms. McCafferty:

Professional Service Industries, Inc. (PSI) is pleased to inform you of our findings for the above referenced project. The purpose of the lead-based paint (LBP) survey was to evaluate the presence of lead in painted surfaces or other surface coatings at the Port Bougainville Site. The survey parameters were limited to the collection of a single paint-chip sample from each different type of building component and subsurface associated with the site. Mr. Jeremy A. Cotrell of PSI conducted paint-chip sampling on March 14, 2012. The site consists of three structures; a marina building, a wood structure and a two story duplex building.

The collected paint-chip samples were submitted to PSI's Pittsburgh, PA laboratory for analysis by Atomic Absorption Spectroscopy (AAS), using PSI Method WI-503, modified from EPA Method SW846 7420. This analytical method provides a fully documented procedure for determining low concentrations of lead in solvent reducible coatings.

The U.S. Environmental Protection Agency (EPA), U.S. Department of Housing & Urban Development (HUD) and Title XXIX – Public Health, Chapter 381.983 of the Florida Statutes have defined LBP as any paint or coating found to contain equal to or in excess of 0.5% by weight if analyzing paint chip samples.

The following chart lists a description of each material sampled, sample location, and laboratory analysis of the sample collected. The laboratory analytical report is included in Attachment A. Only samples LBP-74 – LBP-79 are applicable to this report.

| Sample Number | Sample Color, Substrate Description | Sample Location | Lead Concentration* |
|---|---|---|---|
| LBP-74 | Brown Concrete Block Wall/ Concrete Substrate | Marina Building | <0.00.81 |
| LBP-75 | Lt. Brown Concrete Block Wall/ Concrete Substrate | Marina Building | <0.018 |
| LBP-76 | White & Brown Concrete Wall/ Concrete Substrate | Marina Building | <0.020 |
| LBP-77 | Pink Concrete Wall/ Concrete Substrate | Marina Building | <0/018 |

| Sample Number | Sample Color, Substrate Description | Sample Location | Lead Concentration* |
|---|---|---|---|
| LBP-78 | White Interior Drywall/ Drywall Substrate | Two Story Duplex | 0.013 |
| LBP-79 | Pink Interior Drywall/ Drywall Substrate | Two Story Duplex | <0.010 |

Lead concentrations measured as % lead by weight.

* = Paint with a lead concentration greater than 0.5% by weight is considered to be lead-based paint by HUD.

The lead concentrations of five samples were below the applicable laboratory detection limits. The lead concentration for sample LBP-78 was below the EPA/HUD level for lead-based paint but above the laboratory reporting limit for the sample. Therefore, the paint represented by this sample is considered to contain a measurable concentration of lead.

Please note, OSHA Lead in Construction Standard (29 CFR 1926.62) does not include a definition for lead-based paint. Instead, OSHA is concerned with the airborne concentration of lead workers are exposed to during work that causes the disturbance of lead containing materials. Therefore, any employers whose workers perform tasks that disturb painted components containing any concentration of lead should ensure that their workers are properly trained and exposure monitoring is performed in accordance with the OSHA standard and avoid activities (sanding, torch cutting, grinding, abrading) which could produce lead fume or respirable dust.

Construction work is defined as work for construction, alteration and/or repair, including painting and decorating. It includes but is not limited to the following:

- Demolition or salvage of structures where lead or materials containing lead in any concentration are present;
- Removal or encapsulation of materials containing lead;
- New construction, alteration, repair, or renovations of structures. Substrates, or portions thereof, that contain lead, or materials containing lead;
- Lead contamination/emergency cleanup.

The results reported herein are considered sufficient in detail and scope to determine the presence of LBP in the buildings. PSI warrants that the findings contained herein have been prepared in general accordance with accepted practices as applied by similar professionals in the community. Changes in the state of the art or in applicable regulations cannot be anticipated and have not been addressed in this report.

There is a distinct possibility that conditions may exist which could not be identified within the scope of the study or which were not apparent during the site visit. The inspection covered only those areas, which were exposed and/or physically accessible to the inspector. The study is also limited to the information available from the client at the time it was conducted. No other warranties are implied or expressed.

As directed by the client, PSI did not provide any service to investigate or detect the presence of moisture, mold or other biological contaminates in or around any structure, or any service that was designed or intended to prevent or lower the risk of the occurrence of the amplification of the same. Client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of PSI's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, PSI cannot and shall not be held responsible for the occurrence or recurrence of mold amplification.

Thank you for choosing PSI as your consultant for this project. If you have any questions, or if we can be of additional service, please call us at (305) 471-7725.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

Glenn R. Potharst
Department Manager – Environmental Services

(for)
Andrew S. Richmond
Principal Consultant

GRP/AR

Attachments: Laboratory Results

# LABORATORY RESULTS

PSI Information To Build On
Engineering • Consulting • Testing

# Analytical Report

## Analysis of Paint for Lead Determination

TESTED FOR: PSI, Inc.
7950 N.W. 64 Street
Miami, FL 33166
Attn: Glenn Potharst

Project ID: 0784763
John Pennekamp CRSP
North Key Largo Restoration
Nike Radar Site

Date Received: 3/16/2012 Date Analyzed: 3/21/2012 Date of Issue: 3/22/2012

Analyst: KP Work Order: 1203435 Page: 4 of 5

| Lab Sample # | Client Sample # | % Lead by Weight | Reporting Limit % Lead by Weight |
|---|---|---|---|
| 057A | LBP-57 | 0.034 | 0.0076 |
| 058A | LBP-58 | 2.9 | 0.012 |
| 059A | LBP-59 | 1.8 | 0.014 |
| 060A | LBP-60 | 0.13 | 0.011 |
| 061A | LBP-61 | 0.25 | 0.011 |
| 062A | LBP-62 | 0.013 | 0.0098 |
| 063A | LBP-63 | 0.25 | 0.013 |
| 064A | LBP-64 | 0.75 | 0.011 |
| 065A | LBP-65 | 0.48 | 0.0056 |
| 066A | LBP-66 | 0.62 | 0.0084 |
| 067A | LBP-67 | 1.8 | 0.0094 |
| 068A | LBP-68 | 0.065 | 0.011 |
| 069A | LBP-69 | 4.0 | 0.013 |
| 070A | LBP-70 | 0.26 | 0.017 |
| 071A | LBP-71 | 2.0 | 0.011 |
| 072A | LBP-72 | 0.19 | 0.018 |
| 073A | LBP-73 | 2.2 | 0.011 |
| 074A | LBP-74 | < 0.0081 | 0.0081 |
| 075A | LBP-75 | < 0.018 | 0.018 |

Analytical Method: PSI WI-503 mod. EPA SW846 7420, Rev 3, 1986 or
PSI WI-506 mod. EPA SW846 7000B, Rev 2, 2007

*Analysis was performed by flame AA using a PE AAnalyst 400.*

Reporting limit = 30µg Pb per representative subsample.

Results are based on a representative subsample of the total sample submitted by the client.

AIHA Lab ID #100373; NYELAP ID #10930, CA Lab ID #2377

Unless otherwise noted, all samples were acceptable upon receipt.

Sample results are not corrected for blanks.

All quality control sample results are within the acceptance range, unless noted.

All results are based on 2 significant figures. Results relate only to items tested.

Client submitted data is the determining factor in the accuracy of calculated results.

The attached Chain of Custody is incorporated into and becomes a part of the final report.

This report may not be reproduced, except in full, without written approval of PSI, Inc.

Respectfully submitted,
PSI, Inc.

Maureen L. Sammons

Approved Signatory
Maureen Sammons

PSI Information To Build On
Engineering • Consulting • Testing

# Analytical Report

## Analysis of Paint for Lead Determination

TESTED FOR: PSI, Inc.
7950 N.W. 64 Street
Miami, FL 33166
Attn: Glenn Potharst

Project ID: 0784763
John Pennekamp CRSP
North Key Largo Restoration
Nike Radar Site

Date Received: 3/16/2012 Date Analyzed: 3/21/2012 Date of Issue: 3/22/2012

Analyst: KP Work Order: 1203435 Page: 5 of 5

| Lab Sample # | Client Sample # | % Lead by Weight | Reporting Limit % Lead by Weight |
|---|---|---|---|
| 076A | LBP-76 | < 0.020 | 0.020 |
| 077A | LBP-77 | < 0.018 | 0.018 |
| 078A | LBP-78 | 0.013 | 0.0085 |
| 079A | LBP-79 | < 0.010 | 0.010 |

Analytical Method: PSI WI-503 mod. EPA SW846 7420, Rev 3, 1986 or
PSI WI-506 mod. EPA SW846 7000B, Rev 2, 2007

*Analysis was performed by flame AA using a PE AAnalyst 400*

Reporting limit = 30µg Pb per representative subsample

Results are based on a representative subsample of the total sample submitted by the client

AIHA Lab ID #100373, NYELAP ID #10930, CA Lab ID #2377

Unless otherwise noted, all samples were acceptable upon receipt

Sample results are not corrected for blanks

Respectfully submitted,
PSI, Inc.

Maureen L. Sammons

Approved Signatory
Maureen Sammons

All quality control sample results are within the acceptance range, unless noted

All results are based on 2 significant figures. Results relate only to items tested

Client submitted data is the determining factor in the accuracy of calculated results

The attached Chain of Custody is incorporated into and becomes a part of the final report

This report may not be reproduced, except in full, without written approval of PSI, Inc

Attachment F

# DEMOLITION ASBESTOS SURVEY REPORT

For the

**NORTH KEY LARGO RESTORATION PROJECT - PORT BOUGAINVILLE SITE**
**KEY LARGO, MONROE COUNTY, FLORIDA**

Prepared for

**JOHN PENNEKAMP CORAL REEF STATE PARK**
**MM 102.5 OVERSEAS HWY**
**KEY LARGO, FLORIDA 33037**

Prepared by

**Professional Service Industries, Inc.**
**7950 NW 64TH Street**
**Miami, Florida 33166**
**Telephone 305-471-7725**

**PSI PROJECT NO. 0784758-1**

**April 9, 2012**

psi Information To Build On
Engineering • Consulting • Testing

E. John Emerson
Project Manager
Environmental Services

Jeremy R. Jernigan
2012.04.09
16:24:18 -05'00'

CSP No. 20958

Jeremy R. Jernigan, CSP, CHMM
Florida Licensed Asbestos Consultant
#AX73

# TABLE OF CONTENTS


**1. EXECUTIVE SUMMARY ..... 1**

**2. INTRODUCTION ..... 2**

2.1 AUTHORIZATION ..... 2

2.2 SITE DESCRIPTION ..... 2

2.3 PROJECT BACKGROUND ..... 3

2.4 PURPOSE AND SCOPE ..... 3

**3. ASSESSMENT ACTIVITIES ..... 4**

3.1 RECORD DOCUMENT REVIEW ..... 4

3.2 VISUAL INSPECTION ..... 4

3.3 SAMPLING AND ANALYSIS ..... 4

**4. CONCLUSIONS ..... 6**

4.1 ASBESTOS CONTAINING MATERIALS ..... 6

**5. WARRANTY ..... 9**


**LIST OF APPENDICES & FIGURES**


APPENDIX A: ASBESTOS INSPECTION DATA SHEET

APPENDIX B: LABORATORY ANALYTICAL REPORTS

APPENDIX C: PERSONNEL AND LABORATORY CERTIFICATIONS

# 1. EXECUTIVE SUMMARY

Professional Service Industries, Inc. (PSI) conducted a Demolition Asbestos Survey of the North Key Largo Restoration Project - Port Bougainville Site located in Key Largo, Monroe County, Florida on March 14, 2012. The subject site consisted of a former marina building, a wood structure, and a two-story duplex. The former marina structure is constructed of poured concrete floor slab, stucco/concrete block walls, plaster hallway ceiling with a rough texture coat occupying approximately 18,000 square feet. The wood structure is constructed of poured concrete floor slab, asphalt walkway with a membrane roof system occupying approximately 12,000 square feet. The two-story duplex structure is constructed of a poured concrete floor slab, drywall with join compound interior walls, popcorn ceiling with a membrane roof system occupying approximately 2,500 square feet. The assessment was performed for the John Pennekamp Coral Reef State Park – Port Bougainville Site. This survey was conducted at the request of the client for future demolition of the structure.

The scope of the Asbestos Demolition Survey was to identify, quantify and assess the condition of suspect asbestos containing materials (ACM) in the building, as well as the collection and analysis of bulk samples. The assessment included the sampling of interior and exterior suspect ACM. Roofing was sampled as part of this assessment.

Based on the methodologies described in this report, PSI did not identify ACM at the subject site.

# 2. INTRODUCTION

A Demolition Asbestos Survey of the North Key Largo Restoration Project - Port Bougainville Site located in Key Largo, Florida has been conducted by PSI to identify Asbestos Containing Materials within the building. This survey was conducted on March 14, 2012.

The survey was generally conducted in four phases as follows:

- **Phase 1 – Record Document Review**- Drawings, floor plans, historical data or other documents provided to PSI or made available on site were evaluated for the general construction history and layout of the facility. Other documents such as maintenance records, operation and maintenance plans, laboratory results, etc., provided to PSI or made available on site were also reviewed. This data was used to focus the walk through and scope of work to be followed over the course of our visual inspection and sampling.

- **Phase 2 – Visual Inspection**- A visual inspection of the facility was conducted to identify, quantify and assess the condition of suspect ACM. The inspection team access each area and recorded suspect asbestos containing materials present. Each material was visually estimated for total quantity within the space. The general condition and friability was also recorded.

- **Phase 3 – Sample Collection and Analysis**- Samples were collected for each suspect homogeneous area. Samples were submitted to PSI's accredited laboratory for analysis by Polarized Light Microscopy (PLM).

- **Phase 4 - Project Report** - This report outlines the assessment findings based on the interviews, testing results and field observations. The report also discusses other observations concerning the workplace as they impacted the sampling events. This report includes a discussion of sampling methodology, locations, analytical methods, results, and conclusions.

## 2.1 AUTHORIZATION

Authorization to perform this asbestos survey was given by a submitted Purchase Order issued by the John Pennekamp Coral Reef State Park, dated February 24, 2011.

## 2.2 SITE DESCRIPTION

The subject site upon which this assessment was conducted is the North Key Largo Restoration Project - Port Bougainville Site located in Key Largo, Monroe County, Florida. The subject site consisted of a former marina building, a wood structure, and a two-story duplex. The former marina structure is constructed of poured concrete floor slab, stucco/concrete block walls, plaster hallway ceiling with a rough texture coat occupying approximately 18,000 square feet. The wood structure is constructed of poured concrete floor slab, asphalt walkway with a membrane roof system occupying approximately 12,000 square feet. The two-story duplex structure is constructed of a poured concrete floor slab, drywall with join compound interior walls, popcorn ceiling with a membrane roof system occupying approximately 2,500 square feet.

## 2.3 PROJECT BACKGROUND

The survey was conducted on the North Key Largo Restoration Project - Port Bougainville Site for future demolition. PSI was not provided any documentation for review prior to conducting the survey.

## 2.4 PURPOSE AND SCOPE

The purpose of this asbestos survey was to determine the presence of ACM in the referenced buildings which are scheduled for future demolition.

The Asbestos Demolition Survey was completed in general accordance with the authorized scope of work as identified in the contract between PSI and the client.

# 3. ASSESSMENT ACTIVITIES

The visual inspection and sampling activities were conducted on March 14, 2012, by Mr. John Emerson and Mr. Jeremy Cottrell of PSI. Prior to the commencement of asbestos survey activities, the client provided site contact information and assisted in providing access to the facility.

## 3.1 RECORD DOCUMENT REVIEW

PSI did not review drawings, floor plans, historical data, maintenance records, previous survey reports, laboratory reports or other documents for information regarding construction history and building materials.

## 3.2 VISUAL INSPECTION

PSI's inspector accessed each room or area of the subject site to identify suspect homogenous areas of ACM. Suspect ACM was categorized into homogeneous areas on the basis of color, texture, appearance, use and apparent construction era (where available). Each homogeneous area was given a unique material description. Quantities were visually estimated by the inspector.

In addition to identification of each material and quantities, the inspector also determined friability. A friable material is defined as any material able to be crushed, crumbled, pulverized or reduced to a powder by hand press when dry. The inspector used a hand pressure test to determine friability. Each material was further assessed for overall condition. Conditions were rated as good, fair or poor. Materials in good condition included those materials which were in the same condition as when installed showing only minor age deterioration. Materials in fair condition included those materials which had apparent age deterioration and minor damage, however the matrix of the material remained substantially intact. Materials in poor condition included all materials with damage or significant damage and evidence that the material's matrix has failed or has begun to fail.

## 3.3 SAMPLING AND ANALYSIS

PSI's asbestos inspector, under the supervision of a Principal Consultant developed a sampling scheme for suspect ACM at the facility.

- PSI did not sample any system which presented a hazard to the inspection team such as energized electrical systems or within confined spaces,
- PSI analyzed no more than 32 samples by Polarized Light Microscopy.

## 3.3 SAMPLING AND ANALYSIS (CONT.)

Each sample location was sprayed with amended water and was kept wet during the entire sampling process. Samples were collected by coring through the material from the surface down to the base substrate. All layers of the material were extracted in placed into a sample container for transport to the laboratory. Sample containers were sealed and labeled with a unique sample ID. Following sample extraction, the sample location was sealed using a clear liquid encapsulant or covered with tape. Restoration of finishes and materials to their pre-sampling condition was not provided.

In accordance with the agreement between PSI and the client, roofing materials were sampled by coring through the roof system to the base deck material. PSI applied a temporary patch to the roof core location following sample extraction. Due to the destructive nature of roof sampling however, PSI does not warrant a water tight condition following sample extraction, nor can PSI guarantee the continuance of any roof system warrantees by other entities.

Samples were submitted to PSI's accredited laboratory in Pittsburgh, Philadelphia. PSI's laboratory is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), accreditation No. 101350-0. Samples were analyzed by Polarized Light Microscopy (PLM) EPA 600/M4-82-020: "Interim Method of the Determination of Asbestos in Bulk Insulation Samples."

Samples were dried, homogenized, and representative portions were examined with a stereobinocular microscope. If no asbestos is found in a sample, "NAD" (No Asbestos Detected) is reported. If asbestos is found in a sample, the percentage and type of asbestos is reported. Point Counting verification of low concentration samples was not performed.

# 4. CONCLUSIONS

PSI has performed an Asbestos Demolition Survey of the subject site in general accordance with PSI Proposal No. 0784-43672R, dated January 27, 2012. Based on the results of this assessment, the following conclusions have been developed.

## 4.1 ASBESTOS CONTAINING MATERIALS

PSI did not identify asbestos containing materials during this survey.

The facility included in this Demolition Asbestos Survey was the North Key Largo Restoration Project - Port Bougainville Site in Key Largo, Monroe County, Florida. The subject site consisted of an old marina building, a wood structure, and a two-story duplex. The old marina structure is constructed of poured concrete floor slab, stucco/concrete block walls, plaster hallway ceiling with a rough texture coat walkway ceiling system occupying approximately 18,000 square feet. The wood structure is constructed of poured concrete floor slab, asphalt walkway with a membrane roof system occupying approximately 12,000 square feet. The two-story duplex structure is constructed of poured concrete floor slab, drywall with join compound interior walls, popcorn ceiling with a membrane roof system occupying approximately 2,500 square feet.

During the visual inspection, PSI tested 12 homogenous areas of suspect ACM and collected 32 samples representing these materials. A complete detail of all suspect materials, locations, quantities and conditions may be found in the following table and in the appendices of this report. Please note sample number 75-143 is associated with a separate survey and is not representative of materials currently observed. The following data is a summary of materials sampled as part of this survey.

| Homogeneous Area Description | Location(s) in the facility | Friable (F/NF) | Total Estimated Quantity | Percent Asbestos |
|---|---|---|---|---|
| **Old Marina Building** | | | | |
| Concrete | Floor Slab | NF | 18,000 SF | NAD |
| Stucco | Block Walls | NF | 11,000 SF | NAD |
| Rough Texture Coat | Walkway Ceiling | NF | 1,200 SF | NAD |
| Concrete | Block Walls | NF | 11,000 SF | NAD |
| Plaster | Hallway Ceiling | NF | 980 SF | NAD |
| **Wood Structure** | | | | |
| Membrane | Roof | NF | 12,000 SF | NAD |
| Concrete | Floor Slab | NF | 8,000 SF | NAD |

| Homogeneous Area Description | Location(s) in the facility | Friable (F/NF) | Total Estimated Quantity | Percent Asbestos |
|---|---|---|---|---|
| **Wood Structure (cont.)** | | | | |
| Asphalt | Walkway | NF | 6,500 SF | NAD |
| **Two-Story Duplex** | | | | |
| Concrete | Floor Slab | NF | 2,500 SF | NAD |
| Drywall with joint Compound | Interior Walls | NF | 1,800 SF | NAD |
| Popcorn | Ceiling | NF | 4,850 SF | NAD |
| Membrane | Roof | NF | 2,500 SF | NAD |

*F= Friable NF= Non-Friable SF = Square Feet LF = Linear Fee NAD. = No Asbestos Detected*
*PT = Point Count Method CH = Chrysotile*

**Data Interpretation**

A material is considered an asbestos containing material if at least one sample from the homogenous area is confirmed to contain greater than one percent asbestos (>1.0%) under laboratory analysis. In addition, OSHA's construction standard considers all thermal systems insulation and surfacing materials in a facility constructed prior to 1981 to be presumed asbestos containing (PACM) and all flooring to be assumed asbestos containing unless it is demonstrated through laboratory analysis to contain 1.0% asbestos or less. The National Emissions Standard for Hazardous Air Pollutants further classifies ACM as regulated (RACM), Category I non-friable ACM or Category II non-friable ACM.

PSI did not identify asbestos containing materials during this survey.

If additional suspect ACM is identified during the proposed demolition activities, work should be halted and a Florida Licensed Asbestos Consultant retained to assess the materials.

# 5. WARRANTY

**Asbestos Survey**

The information contained in this report is based upon the data furnished by the Client and observations and test results provided by PSI. These observations and results are time dependent, are subject to changing site conditions, and revisions to Federal, State and local regulations.

PSI warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the asbestos and/or lead-based paint testing and abatement industries. PSI also recognizes that raw laboratory test data are not usually sufficient to make all abatement and management decisions.

As directed by the client, PSI did not provide any service to investigate or detect the presence of moisture, mold or other biological contaminates in or around any structure, or any service that was designed or intended to prevent or lower the risk of the occurrence of the amplification of the same. Client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of PSI's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, PSI cannot and shall not be held responsible for the occurrence or recurrence of mold amplification.

No other warranties are implied or expressed.

**Use by Third Parties**

This report was prepared pursuant to the contract PSI has with the John Pennekamp Coral Reef State Park. That contractual relationship included an exchange of information about the subject site that was unique and between PSI and its client and serves as the basis upon which this report was prepared. Because of the importance of the communication between PSI and its client, reliance or any use of this report by anyone other than John Pennekamp Coral Reef State Park, for whom it was prepared, is prohibited and therefore not foreseeable to PSI.

Reliance or use by any such third party without explicit authorization in the report does not make said third party a third party beneficiary to PSI's contract with the client. Any such unauthorized reliance on or use of this report, including any of its information or conclusions, will be at third party's risk. For the same reasons, no warranties or representations, expressed or implied in this report, are made to any such third party.

**Unidentifiable Conditions**

This report is necessarily limited to the conditions observed and to the information available at the time of the work. Due to the nature of the work, there is a possibility that there may exist conditions which could not be identified within the scope of work or which were not apparent at the time of our site work. This report is also limited to information available from the client at the time it was conducted. The report may not represent all conditions at the subject site as it only reflects the information gathered from specific locations.

# APPENDIX A: ASBESTOS INSPECTION DATA SHEET

# Asbestos Field Data Worksheet



Client: John Pennekamp
Project Name: North Key Largo Restoration
Inspector(s): JE JC

Building Unit: Port Bougainville Site
PSI Project No. 0784-758
Date 3/14/12

| Homogenous Area | Sample No. | Material Location | Material Description | Total Quantity | (F/NF) | Condition | Lab Results |
|---|---|---|---|---|---|---|---|
| 76 | 144 | Floor Slab | Concrete | 18,000sf | NF | F | |
| | 145 | | | | | | |
| 77 | 146 | Block walls | STUCCO | 11,000sf | NF | F | |
| | 147 | | | | | | |
| | 148 | | | | | | |
| | 149 | | | | | | |
| | 150 | | | | | | |
| 78 | 151 | walkway ceiling | rough texture coat | 1,200sf | NF | F | |
| | 152 | | | | | | |
| | 153 | | | | | | |
| 79 | 154 | Block walls | Concrete | 11,000sf | NF | F | |
| | 155 | | | | | | |
| 80 | 156 | Hallway Ceiling | Plaster | 980sf | NF | G | |
| | 157 | | | | | | |
| | 158 | | | | | | |
| 81 | 159 | Roof | Membrane | 12,000sf | NF | P | |
| | 160 | | | | | | |
| 82 | 161 | Floor Slab | concrete | 8,000sf | NF | F | |
| | 162 | | | | | | |
| 83 | 163 | walkway | asphalt | 6,500sf | NF | P | |
| | 164 | | | | | | |
| 84 | 165 | Floor Slab | Concrete | 2,500sf | NF | F | |
| | 167 | | | | | | |
| 85 | 168 | Ext walls | Dry wall w/ sc | 1,800sf | NF | P | |
| | 169 | | | | | | |
| 86 | 170 | Ceiling | Popcorn | 4,850sf | F | F | |
| | 171 | | | | | | |
| | 172 | | | | | | |
| | 173 | | | | | | |
| | 174 | | | | | | |
| 87 | 175 | Roof # | Membrane | 2,500sf | NF | P | |
| | 176 | | | | | | |

old Marina Bld

wood structure

2-story Apts

# APPENDIX B: LABORATORY ANALYTICAL REPORTS

| Client ID | Lab ID (Layer) | Sample Description (Color, Texture, Etc.) *Analyst's Comment* | Asbestos Content (Percent and Type) | Non-asbestos Fibers (Percent and Type) |
|---|---|---|---|---|
| 76-144 | 067A | (1) Gray, Concrete, Homogeneous | **NO ASBESTOS DETECTED** | None Reported |
| 76-145 | 068A | (1) Gray, Concrete, Homogeneous | **NO ASBESTOS DETECTED** | None Reported |
| 77-146 | 069A | (1) Gray, Stucco, Homogeneous | **NO ASBESTOS DETECTED** | None Reported |
| 77-147 | 070A | (1) Gray, Stucco, Homogeneous | **NO ASBESTOS DETECTED** | None Reported |
| 77-148 | 071A | (1) Gray, Stucco, Homogeneous | **NO ASBESTOS DETECTED** | None Reported |
| 77-149 | 072A | (1) Gray, Stucco, Homogeneous | **NO ASBESTOS DETECTED** | None Reported |
| 77-150 | 073A | (1) Gray, Stucco, Homogeneous | **NO ASBESTOS DETECTED** | None Reported |
| 78-151 | 074A | (1) Gray, Texture, Homogeneous *Rough* | **NO ASBESTOS DETECTED** | None Reported |
| 78-152 | 075A | (1) Gray, Texture, Homogeneous *Rough* | **NO ASBESTOS DETECTED** | None Reported |
| 78-153 | 076A | (1) Gray, Texture, Homogeneous *Rough* | **NO ASBESTOS DETECTED** | None Reported |
| 79-154 | 077A | (1) Gray, Concrete, Homogeneous | **NO ASBESTOS DETECTED** | None Reported |
| 79-155 | 078A | (1) Gray, Concrete, Homogeneous | **NO ASBESTOS DETECTED** | None Reported |
| 80-156 | 079A | (1) Gray, Plaster, Homogeneous | **NO ASBESTOS DETECTED** | None Reported |
| 80-157 | 080A | (1) Gray, Plaster, Homogeneous | **NO ASBESTOS DETECTED** | None Reported |
| 80-158 | 081A | (1) Gray, Plaster, Homogeneous | **NO ASBESTOS DETECTED** | None Reported |
| 81-159 | 082A | (1) Black, Roofing, Homogeneous | **NO ASBESTOS DETECTED** | 7% Cellulose Fiber |
| 81-160 | 083A | (1) Black, Roofing, Homogeneous | **NO ASBESTOS DETECTED** | 7% Cellulose Fiber |
| 82-161 | 084A | (1) Gray, Concrete, Homogeneous | **NO ASBESTOS DETECTED** | None Reported |
| 82-162 | 085A | (1) Gray, Concrete, Homogeneous | **NO ASBESTOS DETECTED** | None Reported |

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA / 600/R-93/116 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

**Respectfully submitted,**
**PSI, Inc.**

**Approved Signatory**
**Maureen Sammons**

| Client ID | Lab ID (Layer) | Sample Description (Color, Texture, Etc.) *Analyst's Comment* | Asbestos Content (Percent and Type) | Non-asbestos Fibers (Percent and Type) |
|---|---|---|---|---|
| 83-163 | 086A | (1) Black, Other, Homogeneous *Asphalt* | NO ASBESTOS DETECTED | None Reported |
| 83-164 | 087A | (1) Black, Other, Homogeneous *Asphalt* | NO ASBESTOS DETECTED | None Reported |
| 84-165 | 088A | (1) Gray, Concrete, Homogeneous | NO ASBESTOS DETECTED | None Reported |
| 84-167 | 089A | (1) Gray, Concrete, Homogeneous | NO ASBESTOS DETECTED | None Reported |
| 85-168 | 090A | (1) Gray, Drywall, Homogeneous | NO ASBESTOS DETECTED | 10% Cellulose Fiber |
| | | (2) White, Joint Compound, Homogeneous | NO ASBESTOS DETECTED | None Reported |
| 85-169 | 091A | (1) Gray, Drywall, Homogeneous | NO ASBESTOS DETECTED | 10% Cellulose Fiber |
| | | (2) White, Joint Compound, Homogeneous | NO ASBESTOS DETECTED | None Reported |
| 86-170 | 092A | (1) White, Concrete, Homogeneous *Not Popcorn Ceiling* | NO ASBESTOS DETECTED | None Reported |
| 86-171 | 093A | (1) White, Popcorn Ceiling, Homogeneous | NO ASBESTOS DETECTED | 4% Cellulose Fiber |
| 86-172 | 094A | (1) White, Popcorn Ceiling, Homogeneous | NO ASBESTOS DETECTED | 4% Cellulose Fiber |
| 86-173 | 095A | (1) White, Popcorn Ceiling, Homogeneous | NO ASBESTOS DETECTED | 4% Cellulose Fiber |
| 86-174 | 096A | (1) White, Popcorn Ceiling, Homogeneous | NO ASBESTOS DETECTED | 4% Cellulose Fiber |
| 87-175 | 097A | (1) Black, Roofing, Homogeneous | NO ASBESTOS DETECTED | 10% Cellulose Fiber |
| 87-176 | 098A | (1) Black, Roofing, Homogeneous | NO ASBESTOS DETECTED | 10% Cellulose Fiber |

**Report Notes:** **(PT) Point Count Results**

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA / 600/R-93/116 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

**Respectfully submitted,**
**PSI, Inc.**

Maureen L. Sammons

**Approved Signatory**
**Maureen Sammons**

# APPENDIX C: PERSONNEL AND LABORATORY CERTIFICATIONS

# Asbestos Consulting & Training Systems

39430.5371CERT/BIR

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208

Processed By:

Seagull

To Authenticate Certificate:
www.seagulltraining.com
1-800-966-9933

***This is to Certify that***

## Jeremy Cottrell

X X X – X X – 2 1 8 2

7950 NW 64th St. , Miami ,FL

***has successfully completed an English***

## Asbestos Building Inspection Refresher

2-Sep-11 TO 2-Sep-11

Individual above has completed the requsite training for accreditation under TSCA Title II

Meets state requirements of 326 IAC (IDEM) and FL49-0001020/CN-0006273.

NDAAC Provider #451 Trainer(s): James F. Stump

Training Address: 900 Northwest Fifth Avc., Fort Lauderdale, Fl, 33311

Successful course completion based on exam score on: 09/02/11

UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR MAKING OR SUBMISSION OF FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 2615), I CERTIFY THAT THIS TRAINING COMPLIES WITH ALL APPLICABLE REQUIREMENTS OF TITLE II OF THE TOXIC SUBSTANCES CONTROL ACT", 40 CFR PART 745 OR 763 AND ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, AS AMENDED.

**James F. Stump, Course Sponsor**

**Certificate Number.....** 150875

**This Certificate Expires:**

**1-Sep-12** 09/01/12

**Course Number SE1135**

GOES 442
All Rights Reserved

LITHO. IN U.S.A.

# Asbestos Consulting & Training Systems

39179.4992CERT/BIR

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208

Processed By:

Seagull

To Authenticate Certificate:
www.seagulltraining.com
1-800-966-9933

***This is to Certify that***

## Evan John Emerson

XXX-XX-8738

4211 SW 74 Ave. , Davie,FL

***has successfully completed an English***

## Asbestos Building Inspection Refresher

8-Apr-11 TO 8-Apr-11

Individual above has completed the requsite training for accreditation under TSCA Title II

Meets state requirements of 326 IAC (IDEM) and FL49-0001020/CN-0006273.

NDAAC Provider #451 Trainer(s): James F. Stump

Training Address: 900 Northwest Fifth Ave., Fort Lauderdale, Fl, 33311

Successful course completion based on exam score on: 04/08/11

UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR MAKING OR SUBMISSION OF FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS (18 U.S.C. 1001 AND 3571; 15 U.S.C. 2615), I CERTIFY THAT THIS TRAINING [illegible] ALL APPLICABLE REQUIREMENTS OF TITLE 40 OF THE "TOXIC SUBSTANCES CONTROL ACT", 40 CFR PART 763 OR 30[illegible] AND ANY APPLICABLE FEDERAL, STATE OR LOCAL REGULATIONS, AS AMENDED.

James F. Stump, Course Sponsor

***This Certificate Expires:***

7-Apr-12 04/07/12

Certificate Number..... 148131

Course Number SE1114

©GOES 442
All Rights Reserved

LITHO. IN U.S.A.

NVLAP® National Voluntary Laboratory Accreditation Program

# SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

**PSI**
850 Poplar Street
Pittsburgh, PA 15220
Ms. Catherine McNamee
Phone: 412-922-4010 x286 Fax: 412-922-4014
E-Mail: cathy.mcnamee@psiusa.com
URL: http://www.psiusa.com

**BULK ASBESTOS FIBER ANALYSIS (PLM)** **NVLAP LAB CODE 101350-0**

| *NVLAP Code* | ***Designation / Description*** |
|---|---|
| 18/A01 | EPA-600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples |

2011-07-01 through 2012-06-30
*Effective dates*

Sally S. Bruce
*For the National Institute of Standards and Technology*



NVLAP-01S (REV. 2005-05-19)

United States Department of Commerce
National Institute of Standards and Technology

NVLAP®

# Certificate of Accreditation to ISO/IEC 17025:2005

**NVLAP LAB CODE: 101350-0**

## PSI
Pittsburgh, PA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:*

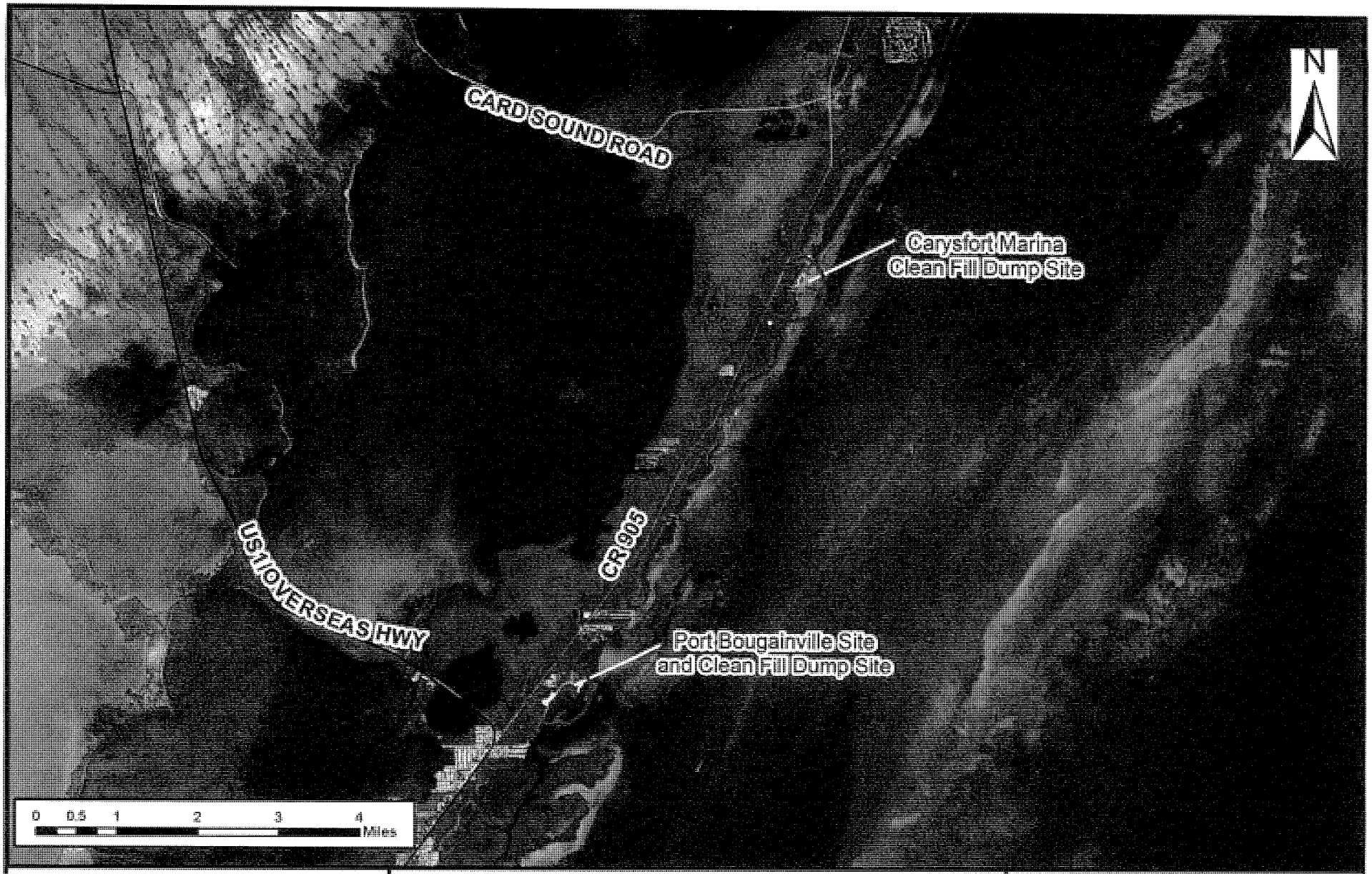
## BULK ASBESTOS FIBER ANALYSIS

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2011-07-01 through 2012-06-30
*Effective dates*

DEPARTMENT OF COMMERCE * UNITED STATES OF AMERICA *

Sally S. Bruce
*For the National Institute of Standards and Technology*

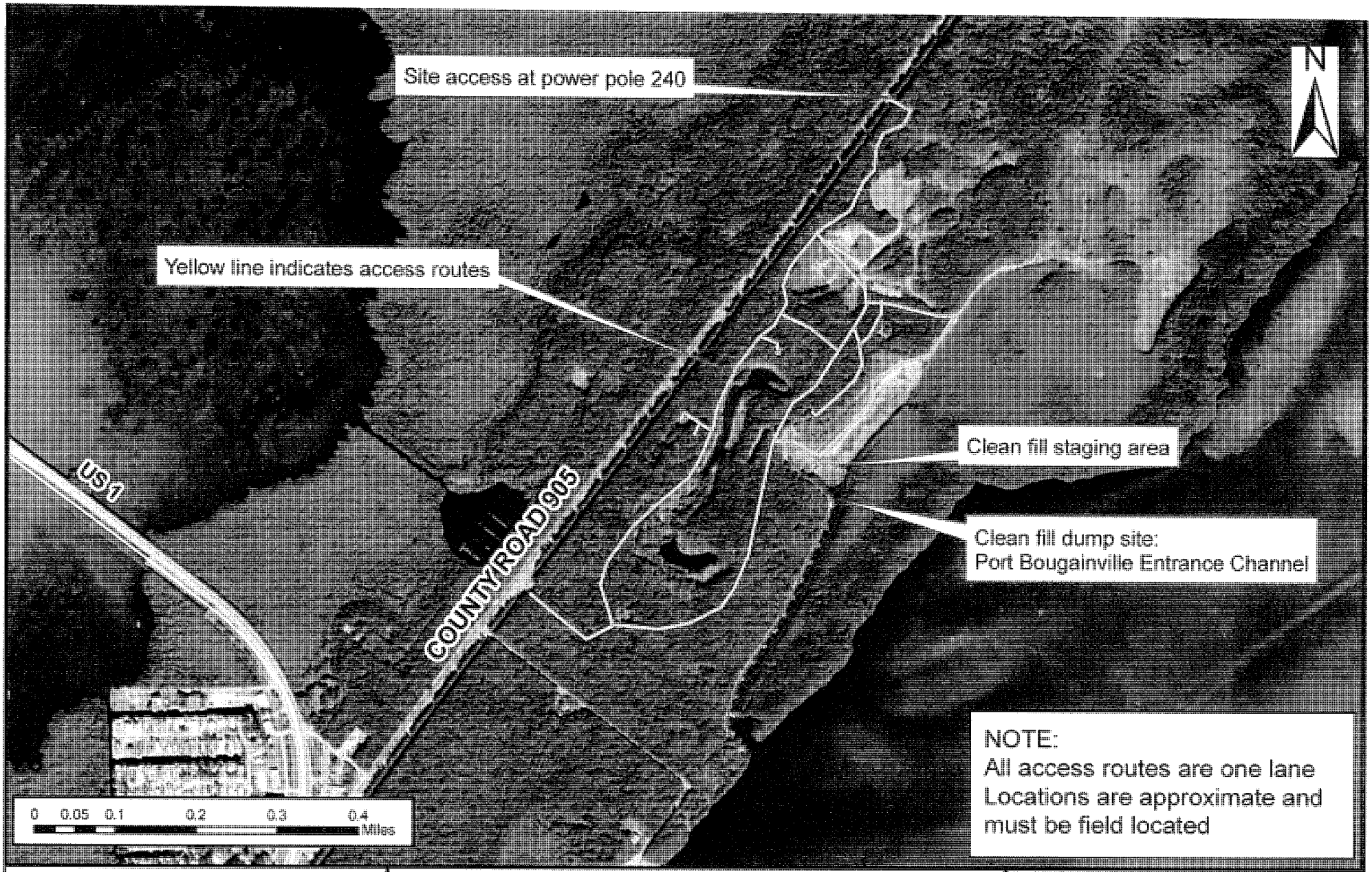



Monroe County
2798 Overseas Highway
Ste 400
Marathon, FL 33050

# Dagny Johnson Key Largo Hammock State Park Restoration Project Site and Clean Fill Dump Sites

Attachment G-1
Project Location Map

| Drawn By | Date |
|---|---|
| MM | 8/31/15 |

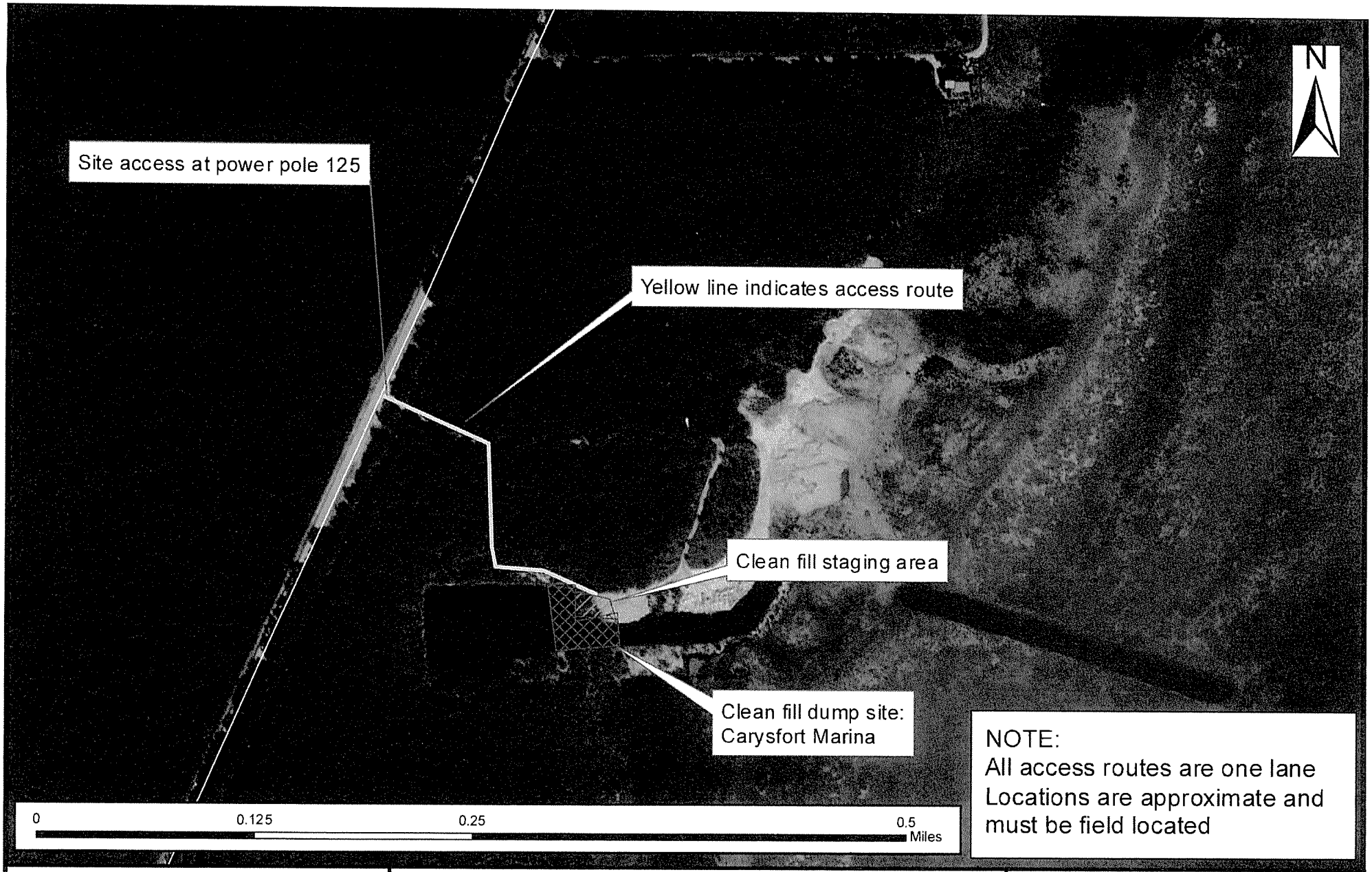



Monroe County
2798 Overseas Highway
Ste 400
Marathon, FL 33050

# Dagny Johnson Key Largo Hammock State Park Port Bougainville Access Routes and Clean Fill Dump Site

G-2

| Drawn By | Date |
|---|---|
| MM | 9/9/2015 |




NOTE:
All access routes are one lane
Locations are approximate and must be field located

Monroe County
2798 Overseas Highway
Ste 400
Marathon, FL 33050

# Dagny Johnson Key Largo Hammock State Park Carysfort Marina Access and Clean Fill Dump Site

G-3

| Drawn By | Date |
|---|---|
| MM | 8/31/2015 |

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: Building

Bulk Item: Yes X No ___ Staff Contact /Phone #: Christine Hurley, Ext. 2517

**AGENDA ITEM WORDING:** Approval of Amendment No. 4 to Contract for permitting, plan review and inspections as needed professional support services with M.T. Causley, Inc. maintaining the same rates and extending to September 30, 2020.

**ITEM BACKGROUND:**
At the March 19, 2014 BOCC meeting the Board approved a contract with M.T. Causley, Inc. as the external provider of on call as needed professional services for plan review, inspection services and development review for the Building, Planning and Environmental Resources Departments. The original term of the contract was two years (3/19/2016), with the option to renew for an additional two years to (3/19/2018). Amendment No. 3 moved the expiration date of the original contract to the end of a fiscal year 9/30/2016 and then the renewal shifted to 9/30/2018. Amendment No. 4 to the contract renews the contract until September 30, 2020. The Contractor (M.T. Causley, Inc.) has agreed to the same rates until September 30, 2020.

**PREVIOUS RELEVANT BOCC ACTION:**
March 18, 2015, BOCC approved Amendment No. 3 to the Contract
February 18, 2015 BOCC Approved Amendment No. 2 to the Contract
August 20, 2014 BOCC Approved Amendment No. 1 to Contract
March 19, 2014 BOCC Approved Contract

**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 KSS OMB/Purchasing ___ Risk Management ____

**DOCUMENTATION:** Included x Not Required____

**DISPOSITION:**_____ **AGENDA ITEM #**_____

Revised 6/15

**AMENDMENT No. 4**
**TO CONTRACT FOR PROFESSIONAL SUPPORT SERVICES FOR PLAN REVIEW, INSPECTION SERVICES AND PLANNING/ZONING DEVELOPMENT REVIEW**

This Amendment No. 4 to Contract For Professional Services (Amendment) is entered into this 20th day of January, 2016 between Monroe County, Florida (County) and M. T. Causley, Inc. (Consultant).

**WITNESSETH:**

WHEREAS, the parties entered into a Contract for Professional Support Services for Plan Review, Inspection Services and Planning/Zoning Development Review (Contract) on March 19, 2014; and

WHEREAS, the parties executed Amendment No. 1 to the existing Contract for Professional Services for Plan Review, Inspection Services and Planning/Zoning Development Review on August 20, 2014; and

WHEREAS, the parties executed Amendment No. 2 to the existing Contract for Professional Services for Plan Review, Inspection Services and Planning/Zoning Development Review on February 18, 2015; and

WHEREAS, the parties executed Amendment No. 3 to the existing Contract for Professional Support Services for Plan Review, Inspection Services and Planning/Zoning Development Review on March 18, 2015; and

WHEREAS, Section I TERM OF CONTRACT of the original contract states, in part: "This Contract shall be effective on the date above, for a period of two (2) years. The term of this Contract shall be renewable in accordance with Section V herein"; and

WHEREAS, Section V RENEWAL of the original contract states, in part: "The County shall have the option to renew this Contract after the original term, for an additional period of up to two (2) years with the same terms."; and

WHEREAS, both parties desire that the renewal of the contract be extended for additional MT Causley service periods; and

NOW, THEREFORE the parties agree as follows:

1. The Contract is modified in Section V RENEWAL to state: "The County shall have the option to renew this Contract after the original term, for an additional period ~~of up~~ until ~~to two (2) years with the same terms~~ September 30, 2020. Said extension period places this contract on the County fiscal budget calendar.

2. This Amendment No. 4 is effective January 20, 2016 and is hereby incorporated into and made a part of the Contract for Professional Support Services for Plan Review, Inspection Services and Planning/Zoning Development Review entered into on March 19, 2014.

3. All other provisions are to remain the same, except for those included in Amendment No. 1, Amendment No. 2, and Amendment No.3 to the Contract.

**M.T. CAUSLEY, INC.**

Michael T. Causley, President

11/30/13
Date

Witness

Witness

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

Heather Carruthers, Mayor

ATTEST: Amy Heavilin, Clerk

Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 11/30/13

**AMENDMENT No. 3**
**TO CONTRACT FOR PROFESSIONAL SUPPORT SERVICES FOR PLAN REVIEW, INSPECTION SERVICES AND PLANNING/ZONING DEVELOPMENT REVIEW**

This Amendment No. 3 to Contract For Professional Services (Amendment) is entered into this 18th day of March, 2015 between Monroe County, Florida (County) and M. T. Causley, Inc. (Consultant).

**WITNESSETH:**

WHEREAS, the parties entered into a Contract for Professional Support Services for Plan Review, Inspection Services and Planning/Zoning Development Review (Contract) on March 19, 2014; and

WHEREAS, the parties executed Amendment No. 1 to the existing Contract for Professional Services for Plan Review, Inspection Services and Planning/Zoning Development Review on August 20, 2014; and

WHEREAS, the parties executed Amendment No. 2 to the existing Contract for Professional Services for Plan Review, Inspection Services and Planning/Zoning Development Review on February 18, 2015; and

WHEREAS, Amendments No. 1 and No. 2 failed to address the distinction in hourly rate between an in-house Biologist and a traditional Causley hourly rate for a Biologist; and

WHEREAS, Exhibit B to the Contract is the hourly rates for the job classifications covered under the Contract and the "In-house" and traditional hourly rates for both Biologist and Planner need to be set forth in Exhibit B; and

WHEREAS, Section III COMPENSATION of the original contract states, in part: "Total Contract shall not exceed $500,000.00 (Five Hundred Thousand dollars) per year."; and

WHEREAS, clarification is needed to state that Section III COMPENSATION applies to a given "fiscal" year for accounting and record-keeping purposes; and

WHEREAS, the annual maximum contract compensation needs to be adjusted due to the departure of former County employees, increased workload and the need for additional MT Causley services as a result of those departures and workload; and

NOW, THEREFORE the parties agree as follows:

1. The Contract is modified to re-introduce the traditional hourly rate of the Biologist who is not "In-house" that was removed from Exhibit B in Amendment No.1 to the Contract.

2. The Contract is modified in Section III COMPENSATION at the final sentence of said section to state: "Total Contract shall not exceed ~~$500,000.00~~ $950,000.00 (~~Five~~ Nine Hundred and Fifty Thousand Dollars) per fiscal year."

3. This Amendment No. 3 is effective March 18, 2015, and is hereby incorporated into and made a part of the Contract for Professional Support Services for Plan Review, Inspection Services and Planning/Zoning Development Review entered into on March 19, 2014.

4. All other provisions are to remain the same, except for those included in Amendment No. 1 and Amendment No. 2 to the Contract.

**M.T. CAUSLEY, INC.**

Michael T. Causley, President

2/19/15
Date

Witness

Witness

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

Danny L. Kolhage, Mayor

ATTEST: Amy Heavilin, Clerk

Deputy Clerk

**MONROE COUNTY ATTORNEY APPROVED AS TO FORM:**

**STEVEN T. WILLIAMS**
**ASSISTANT COUNTY ATTORNEY**
**Date** 2-25-15

EXHIBIT "B"

M.T. CAUSLEY, INC.
BUILDING & GOVERNMENT
DEPARTMENT SERVICES

# Professional Support Services for Monroe County

February 18, 2015

| SERVICE | STANDARD HOURLY RATE | BEYOND 5 PM AND SATURDAYS* |
|---|---|---|
| Inspectors- Building, Mechanical, Electrical, and Plumbing | $65.00 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $97.50per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Plans Examiner- Building, Mechanical, Electrical, and Plumbing | $70.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $105.00 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Building Official | $72.50 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $108.75 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Fire Plans Examiners | $70.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $105.00 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |

| | | |
|---|---|---|
| Fire Inspectors | $65.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $97.50 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Customer Service/ Permit Clerks | $38 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | 57.00 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Architects and Engineer Services Mechanical, Electrical, Plumbing and Structural | $135 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $270 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Biologist (when available) | $137.50 per 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $206.25 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| In- House Biologist (when available) | $65.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $97.50 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Planner (when available) | $192.50 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $288.67 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| In- House Planner (when available) | $95.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $142.50 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |

| | | |
|---|---|---|
| Zoning Technician (when available) | $192.50 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $288.75 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |

*Services requested for US Federal Recognized Holdays and Sundays will be provided at 2 times the standard hourly rate with 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and Monroe County.

**AMENDMENT No. 2**
**TO CONTRACT FOR PROFESSIONAL SUPPORT SERVICES FOR PLAN REVIEW, INSPECTION SERVICES AND PLANNING/ZONING DEVELOPMENT REVIEW**

This Amendment No. 2 to Contract For Professional Services (Amendment) is entered into this 18th day of February, 2015 between Monroe County, Florida (County) and M. T. Causley, Inc. (Consultant).

**WITNESSETH:**

WHEREAS, the parties entered into a Contract for Professional Support Services for Plan Review, Inspection Services and Planning/Zoning Development Review (Contract) on March 19, 2014; and

WHEREAS, the parties executed Amendment No. 1 to the existing Contract for Professional Services for Plan Review, Inspection Services and Planning/Zoning Development Review on August 20, 2014; and

WHEREAS, Exhibit B to the Contract is the hourly rates for the job classifications covered under the Contract and the "In-house" and traditional hourly rates for a Planner need to be set forth in Exhibit B; and

WHEREAS, the hourly rate for the in-house Planner is being reduced and the services of the in-house Planner are required as of February 18, 2015; and

NOW, THEREFORE the parties agree as follows:

1. The Contract is modified to reflect the revised hourly rate for the Planner as shown on Exhibit B, attached hereto.

2. This Amendment No. 2 is effective February 18, 2015, and is hereby incorporated into and made a part of the Contract for Professional Support Services for Plan Review, Inspection Services and Planning/Zoning Development Review entered into on March 19, 2014.

3. All other provisions are to remain the same, except for those included in Amendment No. 1 to the Contract.

**M.T. CAUSLEY, INC.**

Michael T. Causley, President
2/19/15
Date

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

Danny L. Kolhage, Mayor

**MONROE COUNTY ATTORNEY**
**APPROVED AS TO FORM:**
**STEVEN T. WILLIAMS**
**ASSISTANT COUNTY ATTORNEY**
**Date** 2-25-15

anna sanglbush
Witness

Evelyn Fraley
Witness

Attest: Amy Heavilin, Clerk

By: Lindsay Ballard
Deputy Clerk

EXHIBIT "B"

M.T. CAUSLEY, INC.
BUILDING & GOVERNMENT
DEPARTMENT SERVICES

# Professional Support Services for Monroe County

February 19, 2015

| SERVICE | STANDARD HOURLY RATE | BEYOND 5 PM AND SATURDAYS* |
|---|---|---|
| Inspectors- Building, Mechanical, Electrical, and Plumbing | $65.00 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $97.50per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Plans Examiner- Building, Mechanical, Electrical, and Plumbing | $70.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $105.00 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Building Official | $72.50 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $108.75 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Fire Plans Examiners | $70.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $105.00 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |

| | | |
|---|---|---|
| Fire Inspectors | $65.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $97.50 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Customer Service/ Permit Clerks | $38 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | 57.00 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Architects and Engineer Services Mechanical, Electrical, Plumbing and Structural | $135 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $270 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Biologist (when available) | $65.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $97.50 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Planner (when available) | $192.50 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $288.67 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| In- House Planner (when available) | $95.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $142.50 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Zoning Technician (when available) | $192.50 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $288.75 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |

*Services requested for US Federal Recognized Holdays and Sundays will be provided at 2 times the standard hourly rate with 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and Monroe County.

**AMENDMENT No. 1**
**TO CONTRACT FOR PROFESSIONAL SUPPORT SERVICES FOR PLAN REVIEW, INSPECTION SERVICES AND PLANNING/ZONING DEVELOPMENT REVIEW**

This Amendment No. 1 to Contract For Professional Services (Amendment) is entered into this 20th day of August, 2014 between Monroe County, Florida (County) and M. T. Causley, Inc. (Consultant).

**WITNESSETH:**

WHEREAS, the parties entered into a Contract for Professional Support Services for Plan Review, Inspection Services and Planning/Zoning Development Review (Contract) on March 19, 2014; and

WHEREAS, Exhibit B to the Contract is the hourly rates for the job classifications covered under the Contract; and

WHEREAS, the hourly rate for the Biologist is being reduced and the services of the Biologist are required as of July 28, 2014;

NOW, THEREFORE the parties agree as follows:

1. The Contract is modified to reflect the revised hourly rate for the Biologist as shown on Exhibit B, attached hereto.

2. This Amendment No. 1 is effective retroactive to July 28, 2014, and is hereby incorporated into and made a part of the Contract for Professional Support Services for Plan Review, Inspection Services and Planning/Zoning Development Review entered into on March 19, 2014.

3. All other provisions are to remain the same.

**M.T. CAUSLEY, INC.**

Michael T. Causley, President

7/28/14
Date

Evelyn Fraley
Witness Evelyn Fraley

Sara M Musumeci
Witness Sara Musumeci

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

Sylvia J. Murphy
Sylvia Murphy, Mayor

Attest: Amy Heavilin, Clerk

Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Susan M Grimsley
Date: 7-30-2014

EXHIBIT "B"

M.T. CAUSLEY, INC.
BUILDING & GOVERNMENT
DEPARTMENT SERVICES

# Professional Support Services for Monroe County

July 17, 2014

| SERVICE | STANDARD HOURLY RATE | BEYOND 5 PM AND SATURDAYS* |
|---|---|---|
| Inspectors- Building, Mechanical, Electrical, and Plumbing | $65.00 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $97.50per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Plans Examiner- Building, Mechanical, Electrical, and Plumbing | $70.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $105.00 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Building Official | $72.50 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $108.75 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Fire Plans Examiners | $70.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $105.00 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |

| | | |
|---|---|---|
| Fire Inspectors | $65.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $97.50 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Customer Service/ Permit Clerks | $38 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | 57.00 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Architects and Engineer Services Mechanical, Electrical, Plumbing and Structural | $135 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $270 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Biologist (when available) | $65.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $97.50 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Planner (when available) | $192.50 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $288.75 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Zoning Technician (when available) | $192.50 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $288.75 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |

*Services requested for US Federal Recognized Holdays and Sundays will be provided at 2 times the standard hourly rate with 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and Monroe County.

# EXHIBIT "B"

Monroe County February 14, 2014

*Services requested for US Federal Recognized Holidays and Sundays will be provided at 2 times the standard hourly rate with 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and Monroe County.

**CONTRACT FOR PROFESSIONAL SUPPORT SERVICES FOR PLAN REVIEW, INSPECTION SERVICES AND PLANNING/ZONING DEVELOPMENT REVIEW**

**THIS CONTRACT** (Contract or Agreement) is entered into this 19th day of March , 2014, by and between the Board of County Commissioners of Monroe County, Florida ("County" or "Board"), and M. T. Causley, Inc. ("Consultant").

**WHEREAS,** the County has certain objectives as directed and established by the Board of County Commissioners, and which are consistent with, and supportive of the Florida Building Code, the Monroe County Code of Ordinances, and all other applicable Federal, State and Local Laws governing work performed under this Contract; and

**WHEREAS,** it has been determined that it is in the best interests of Monroe County and its residents that a contract for PROFESSIONAL SUPPORT SERVICES FOR PLAN REVIEW, INSPECTION SERVICES AND PLANNING/ZONING DEVELOPMENT REVIEW be entered into with a private provider of such services; and

**WHEREAS,** Consultant desires to provide such services.

**NOW THEREFORE,** in consideration of the mutual promises contained herein, the parties agree as follows:

## I. TERM OF CONTRACT

This Contract shall be effective on the date above, for a period of two (2) years. The term of this Contract shall be renewable in accordance with Section V herein. This Contract is contingent upon an annual appropriation by the Board of County Commissioners.

## II. SCOPE OF SERVICES

A detailed Scope of Services is attached as ***EXHIBIT A***.

## III. COMPENSATION

The County, in consideration of the Consultant substantially and satisfactorily performing and carrying out the objectives of the County in providing professional support services as detailed in the Scope of Services (attached hereto as Exhibit A), shall pay the Consultant based on invoices submitted by Consultant to the County's Division of Growth Management on a monthly basis. Hourly Rates will be those on **Exhibit B**. Invoices must provide sufficient detail and documentation to support the activities and services for the billing period covered by the invoice, including but not limited to the exact dates, hours of service, job classification, and description of work

completed for each individual providing service under this Contract. (See invoice attached as **Exhibit C).** Total Contract shall not exceed $500,000.00 (Five Hundred Thousand Dollars) per year.

## IV. PAYMENT

1. Payment will be made after services are rendered in accordance with the Local Government Prompt Payment Act.

2. Any request for payment must be submitted by the Consultant as an invoice in a form satisfactory to the County Clerk (Clerk).

3. Invoices must describe in detail the services performed and the payment amount requested.

4. Invoices must be submitted in a timely manner to the office of Director, Growth Management Division who will review the request and approve for payment if the invoice is deemed to be accurate and complete. If the invoice is not approved, the Consultant will be informed in writing including a detailed explanation of the deficiency that caused the disapproval of the invoice.

5. **There are no reimbursable items.**

6. After the Clerk of the Board examines and approves the request for payment, the County shall reimburse the Consultant by check.

7. Consultant shall provide all information necessary for the County to facilitate payment.

## V. RENEWAL

The County shall have the option to renew this Contract after the original term, for an additional period of up to two (2) years with the same terms. Renewal is subject to satisfactory performance by Consultant and the availability of County funds.

## VI. CONSULTANT'S RESPONSIBILITIES AND LICENSING

The Consultant shall secure, maintain and pay for any licenses necessary to perform duties and services under this contract. It is the Consultant's responsibility to maintain all professional licenses that may be required as well as any licenses or other certifications for any staff provided to the County under this contract by the Consultant. By signature hereon, the Consultant 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. Proof of such licenses and

approvals shall be submitted to the County upon request. The Consultant has, and shall maintain throughout the term of this contract, appropriate licenses and approvals required to conduct its business and will at all times conduct its business activities in a reputable and professional manner.

## VII. INDEPENDENT CONTRACTOR

At all times and for all purposes, the Consultant, its agents and employees are strictly considered to be Independent Contractors in their performance of the work contemplated hereunder. As such, the Consultant, its agents and employees shall not be entitled to any of the benefits, rights or privileges of County employees. Employees of the Consultant shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. The Consultant shall provide worker's compensation insurance, any benefits as desired, and shall be responsible for all tax withholding.

## VIII. STAFFING

Since this Contract is a service agreement, staffing is of paramount importance. Consultant shall provide services using the following standards, as a minimum requirement:

1. The Consultant shall provide at its own expense all necessary personnel to provide the services under this Contract. The personnel shall not be employees of or have any contractual relationship with the County.

2. All personnel engaged in performing services under this contract shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services, and Consultant shall provide immediate evidence of such authorization or permission upon request by the County.

3. The County shall, at its sole discretion, have the option to reject any individual provided to perform services under this Contract by the Consultant.

4. The Consultant shall require each of its employees to execute an acknowledgement that he/she is not an employee of County and that he/she is an employee of the Consultant and recognizes that no County benefits are available, as attached as **Exhibit D.**

5. The following disciplines shall report to the Department Director or his/her designee for each discipline as follows:

    a. Planning: Senior Director of Planning and Environmental Resources

b. Environmental Resources: Senior Director of Planning and Environmental Resources

c. Building: Building Official

d. Fire: Fire Marshal (AHJ – Authority Having Jurisdiction)

Each of the above referenced individuals shall have final authority to approve the decisions and work product of Consultant's employees. In addition, each of the above referenced individuals may designate additional function(s) to be performed by the Consultant.

6. Employees of Consultant shall comply with the Work Policies and Regulations of Consultant, attached as **Exhibit E**, as well as those attached as **Exhibit F, Prohibited Conduct.**

7. The County shall not negotiate with or hire any individual who was employed by the Consultant during the term of this agreement for at least one year after termination of their employment with the Consultant. During the term of this agreement, and for a period of one year after termination of this agreement, the County shall not negotiate with or hire any individual who is employed with the Consultant at the termination of this agreement without the Consultant's prior authorization. The County may hire the Consultant's employee provided the Consultant is compensated the employee's annual salary.

## IX. INDEMNIFICATION REQUIREMENTS

Notwithstanding any minimum insurance requirements prescribed elsewhere in this Contract, the Consultant 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) 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 Consultant or any of its employees, agents, Consultants in any tier or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of Consultant or any of its employees, agents, Consultants in any tier or other invitees, or (C) Consultant'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 negligent acts in part or omissions of the County or any of its employees, agents, Consultants or invitees (other than

Consultant). 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 work under this Agreement 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. The first ten dollars ($10.00) of remuneration paid to the Consultant is for the indemnification provided for above.

## X. NON-DISCRIMINATION

County and Consultant 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 Contract automatically terminates without any further action on the part of any party, effective the date of the court order. County or Consultant 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 Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Contract.

## XI. RECORDS AND DOCUMENTS

Consultant shall keep and maintain all books, records, and documents directly

pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. Each party to this Contract or their authorized representatives shall have reasonable and timely access to such records of each other party to this Contract for public records purposes during the term of the Contract and for five (5) years following the termination of this Contract. If an auditor employed by the County or Clerk determines that monies paid to the Consultant pursuant to this Contract were spent for purposes not authorized by this Contract, 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.

## XII. PUBLIC RECORDS

:o Florida Statute §119.0701, Consultant and its subcontractors shall co..., ...ch all public records laws of the State of Florida, including but not limited ...:

p 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 Consultant 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.

e. County may cancel this Contract immediately if there is a violation of this Section.

## XIII. BREACH OF TERMS BY CONSULTANT

The passing, approval, and/or acceptance by the County of any defect in the services

furnished by the Consultant, shall not operate as a waiver by the County of strict compliance with the terms of this Contract, and specifications covering the services. Any Consultant breach of this agreement shall be governed by the article below on termination for cause.

## XIV. TERMINATION WITHOUT CAUSE

The County may terminate this agreement without cause by providing the Consultant with written notice of termination at least fifteen (15) days prior to the date of termination. Consultant shall immediately withdraw its employees; will cease work (unless directed to finish work by County); and shall be paid through the date of termination for work completed.

## XV. TERMINATION WITH CAUSE

The County may terminate this agreement for cause if the Consultant shall default in the performance of any of its obligations under this agreement. Default shall include the occurrence of any one of the following events and same is not corrected to the satisfaction of the County within fifteen (15) days after the County provides the Consultant with written notice of said default:

a. Failure to provide services described in this contract.

b. Failure to comply with local, state, or federal rules or regulations pertaining to this contract.

c. Breach of any other term, condition or requirement of this agreement.

## XVI. ASSIGNMENT

The Consultant may subcontract for services requiring a Biologist, Planner and Zoning Technician. Consultant will be responsible to verify eligibility for employment and licensing according to this Contract. These subcontractors shall be treated as employees of Consultant under this Contract and shall be covered by Consultant's insurance. Subcontractors are expressly not third party beneficiaries under this contract.

Other than as above mentioned, 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 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.

## XVII. COMPLIANCE WITH LAW

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. The Consultant shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

## XVIII. DISCLOSURE, CONFLICT OF INTEREST, AND CODE OF ETHICS

1. The Consultant represents that it, its directors, principals 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 Sec. 112.311, et. seq., Florida Statutes. Upon execution of this contract, and thereafter as changes may require, the Consultant shall notify the County of any financial interest it may have in any and all contracts with Monroe County.

2. The County represents that its officers and employees 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.

3. Consultant' affiliated company is presently working as a private provider for inspection services for Key Largo Ocean Resorts (KLOR). Consultant's affiliate is also employed as a private provider at Howell Key for single family residence. Consultant cannot perform county plan review or inspections on the sites mentioned above. The Consultant guarantees that no work shall be performed on private sites within unincorporated Monroe County other than assigned by the County, whether or not there is any remuneration to Consultant or Consultant's employees, whether employed by Consultant or acting as individuals, during the entire term of this agreement. In addition, the Consultant shall not have any direct or indirect relationships, business or otherwise, with any entity having an interest in any project(s) being reviewed or inspected on behalf of the County. It shall be the responsibility of the Consultant to inform the County and refrain from performing services on such jobs. The Consultant shall not perform work of any kind or description within

Monroe County for any party other than the County during the term of this Agreement whether related or unrelated to the types of services covered by or contemplated under this agreement or in any other location which could create a conflict of interest.

## XIX. FINANCIAL RESPONSIBILITY

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

## XX. NOTICES

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

**FOR THE COUNTY:**

| | | |
|---|---|---|
| Monroe County Administrator | Growth Management Director | Monroe County Attorney |
| 1100 Simonton Street | 2798 Overseas Highway | 1111 12th St., Suite 408 |
| Key West, FL 33040 | Marathon, FL 33050 | Key West, FL 33041 |

**FOR CONSULTANT:**

Michael Causley
M.T. Causley, Inc.
97 NE 15 Street
Homestead, FL 33030

## XXI. TAXES

The County is exempt from payment of Florida State Sales and Use taxes. The Consultant **shall not** be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for any and all taxes and withholding for any required deductions from compensation paid to its employees related to services

rendered under this agreement. County shall not be responsible for payment for any of Consultant's employees.

## XXII. GOVERNING LAW, VENUE, INTERPRETATION, COSTS AND FEES

This Contract 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 Contract, the County and Consultant agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. Mediation proceedings initiated and conducted pursuant to this Contract shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County. Both parties specifically waive their right to a trial by jury. This Contract is not subject to arbitration.

## XXIII. 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 response 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 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 Consultant, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (CATEGORY TWO: $35,000.00).

## XXIV. AUTHORIZED SIGNATURES

**The signatory for the Consultant, below, certifies and warrants that:**

1. The Consultant's name in this agreement is its full name as designated in its corporate charter.

2. He or she is empowered to act and enter into contracts on behalf of Consultant.

3. This agreement has been approved in accordance with the Consultant's corporate policies and directives and in accordance with law.

Further, Consultant shall, upon execution of this agreement, provide current proof of active corporate or other status and a list of its Board of Directors.

## XXV. SEVERABILITY

If any term, covenant, condition or provision of this Contract (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 Contract, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Contract 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 Contract would prevent the accomplishment of the original intent of this Contract. The County and Consultant agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

## XXVI. 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 and court costs as an award against the non-prevailing party, and shall include attorney's fees and court 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.

## XXVII. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Contract shall bind and inure to the benefit of the County and Consultant and their respective legal representatives, successors, and assigns.

## XXVIII. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Contract have been duly authorized by all necessary County action and by action of the Consultant, as required by law.

## XXIX. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Contract, 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 Contract or provision of the services under this Contract. County and Consultant specifically agree that no party to this Contract shall be required to enter into any arbitration proceedings related to this Contract.

## XXX. 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 Contract 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 Contract. For the breach or violation of the provision, the Consultant agrees that the County shall have the right to terminate this Contract 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.

## XXXI. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Consultant in this Contract 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.

## XXXII. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Contract 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 Contract separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

## XXXIII. ATTESTATIONS

Consultant agrees to execute such documents as the County may reasonably require, including but not limited to a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement which are attached hereto in original form with original signatures from Consultant's response to RFP, or as provided thereafter.

## XXXIV. 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 County in his or her individual capacity, and no member, officer, agent or employee of 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.

## XXXV. EXECUTION IN COUNTERPARTS

This Contract 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 Contract by signing any such counterpart.

## XXXVI. 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.

## XXXVII. INSURANCE POLICIES

Upon execution of this Contract, Consultant shall provide to County evidence of insurance coverage as follows:

### A. INSURANCE REQUIREMENTS FOR CONTRACT BETWEEN COUNTY AND CONSULTANT

Prior to the commencement of work governed by this contract, the Consultant shall obtain the following insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

| Coverage Type | Required Limits | Insurance Manual Form |
|---|---|---|
| Workers' Compensation | Statutory | WC1 |
| Employers' Liability | $100,000 Bodily Injury by Accident<br>$500,000 Bodily Injury by Disease, policy limits<br>$100,000 Bodily Injury by Disease, each employee | |

| | | |
|---|---|---|
| Commercial General Liability | $1,000,000 | GL3 |
| Vehicle Liability | $1,000,000 | VL3 |
| Professional Liability | $1,000,000 Per Occurrence<br>$2,000,000 Annual Aggregate | PRO3 |

All insurance should be provided by insurance companies that are licensed to do business in the State of Florida with a minimum A. M. Best Rating of A+. The Monroe County Board of County Commissioners shall be named as an Additional Insured.

**B. GENERAL INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS:**

As a pre-requisite of the work governed, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified herein, which is made part of this contract. The CONTRACTOR shall require all subcontractors to obtain insurance consistent with the requirements specified in this Contract.

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, and where applicable CONTRACTOR shall provide proof of insurance for all approved subcontractors. 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. 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

- Certified copy of the actual insurance policy

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the CONTRACTOR'S insurance shall not be construed as relieving the CONTRACTOR from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

**XXXVIII. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the County and the Consultant for the services contemplated herein. Any amendments or revisions to this agreement must be in writing and be executed in the same manner as this agreement.

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.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**
**SIGNATURE PAGE TO FOLLOW**

SEAL

**AMY HEAVILIN, CLERK OF COURT**

By: Lindsay Ballard
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLOIDA**

By: Sylvia J. Murphy
Mayor

MONROE COUNTY ATTORNEY APPROVED AS TO FORM
Date: 3-10-14

**M. T. CAUSLEY, INC.**

WITNESS _____

By: _____
Michael T. Causley
Title: President

WITNESS _____

STATE OF FL
COUNTY OF Miami Dade

On this 5th day of March 2014 before me appeared Michael T. Causley, President of M. T. Causley , Inc. ,the person whose name is subscribed above, and who produced _____ _____ as identification, or is personally known to me, and acknowledged that he is the person who executed the above Contract for the purposes therein contained.

anna sangbush
Notary Public

anna sangbush
Print Name

My commission expires: June 26, 2017 Seal

ANNA SANGBUSH
MY COMMISSION EXPIRES June 26, 2017
NOTARY PUBLIC STATE OF FLORIDA
Bonded Thru Budget Notary Services
#FF 031674

FILED FOR RECORD
2014 APR 21 PM 4:24
CLK. CIR. CT.
MONROE COUNTY, FLA

# EXHIBIT "A"
# SCOPE OF SERVICES

## A. BUILDING DEPARTMENT PLAN REVIEW AND INSPECTIONS (BUILDING/ELECTRIC/PLUMBING/ MECHANICAL):

Consultant shall conduct building, plumbing, mechanical, electrical and flood inspections, and plan review, as requested by County. Permit intake and issuance services may also be provided and requested. Work will include inspections and plan review for single family and multi-family residential, commercial, office and/or industrial projects for compliance with the latest Florida Building Code in effect. Plan review must be conducted pursuant to protocols established by the Building Official at locations within the jurisdiction of the County that provide access to the relevant permit files and plans, i.e. Upper Keys (Key Largo area); Middle Keys (Marathon area) and Lower Keys (Stock Island area). Consultant must be available to provide services to the County by employees available during County's business hours. Consultant should provide employees who are available to work up to 40 hours per work week. Some evening or weekend hours may be necessary, depending on workload. Consultant's employees should be very detail oriented, have good reasoning skills, work with checklists to complete reviews and be able to work independently with minimum supervision.

## B. PLANNING & ENVIRONMENTAL RESOURCES PLAN REVIEW

Zoning plan review shall be provided by Consultant to the Planning & Environmental Resources Department in the Growth Management Division. Biological review may be provided and subcontracted. Work will include review of site plans for residential, commercial, office, or industrial development, sign and fence permits for compliance with the County's land use standards contained in the Land Development Code, as well as application and site plan review for compliance and review of development applications (i.e. conditional uses, variances, land use, etc.) Plan review must be conducted at the relevant County office to ensure access to permit files, plans, maps and human resources when needed. Consultant must be available to provide services to the County by employees available during County's business hours. Consultant should provide employees who are available to work up to 40 hours per work week. Some evening or weekend hours may be necessary, depending on workload. Consultant's employees should be very detail oriented, have good reasoning skills, work with checklists to complete reviews and be able to work independently with minimum supervision. .

## C. FIRE PREVENTION PLAN REVIEW AND INSPECTIONS

Consultant's employees must be qualified with the following:

1. Florida State Certified Fire Protection Engineer specializing in sprinkler systems and fire alarm systems, but qualified to review all aspects of structure and architectural design.

2. Florida State Certified Fire Safety Inspector I or II.

## D. GENERAL PROVISIONS

1. The Consultant's services will be performed on behalf of and solely for the benefit and exclusive use of County for the limited purposes set forth in this Agreement. County acknowledges that the Consultant's services require decisions, which are based upon laws and jurisdiction, as well as best professional standards and judgment.

2. In the performance or furnishing of professional services hereunder, the Consultant, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as prudent professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care"). Consistent with this Standard of Care, the services shall conform to applicable laws; codes, ordinances and regulations of any governmental agency having jurisdiction over the project, at the time services are rendered. The Consultant shall perform its services within the response times provided herein and as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work.

3. The Consultant shall not be required to sign any documents, no matter by who requested, that would result in the Consultant having to certify, guaranty or warrant the existence of conditions whose existence the Consultant cannot ascertain. Any certification provided by the Consultant shall be so provided based on the Consultant's knowledge, information and belief subject to the preceding sentence, and shall be given in the Consultant's professional opinion consistent with the Standard of Care.

4. Nothing contained in this Agreement is intended to create a contractual relationship with, or a cause of action in favor of, a third party against either the County or the Consultant. The Consultant's services under this Agreement are being performed solely for the benefit of the County and it is the intent of the parties that no person or other entity shall have any claim against the County or the Consultant because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the County and any employee or representative of the Consultant.

5. The Consultant will be responsible for coordination of its work with County officials.

6. The Consultant at the conclusion of its review of each building permit, shall state in writing on forms provided by the County whether the plans reviewed or the construction inspection passed or failed. The Consultant will specify the legal reasons for a failed review or inspection, and the necessary remedial actions.

7. The Consultant shall provide to the County clear, specific, and definite written final

recommendations and observations that support the Consultant's recommendations and conclusions regarding each building inspection and plan review.

8. Field inspections must be completed within response time of twenty-four hours of request, the same or next business day, depending on when the call for inspection is received by the County excluding weekends and County Holidays.

9. The Consultant guarantees that no work shall be performed on private sites within the County other than assigned by the County, whether or not there is any remuneration to Consultant or Consultant's employees, whether employed by Consultant or acting as individuals, during the entire term of this agreement. In addition, the Consultant shall not have any direct or indirect relationships, business or otherwise, with any entity having an interest in any project(s) being reviewed or inspected on behalf of the County. It shall be the responsibility of the Consultant to inform the County and refrain from performing services on such jobs. (See Contract for exceptions in Paragraph XVIII.)

10. The Consultant shall not perform work of any kind or description within unincorporated Monroe County for any party other than the County during the term of this Agreement whether related or unrelated to the types of services covered by or contemplated under this agreement or in any other location which could create a conflict of interest.

11. All services shall be compensated at the hourly rates established in accordance with the attached schedule, ***EXHIBIT B.***

12. Tasks will be assigned by task number and given to the Consultant and to Consultant's employee on site. If Consultant directs its staff member to proceed with the task, Consultant shall communicate that decision to the relevant County staff.

## E. DESCRIPTION OF SERVICES

1. Building, Permitting and Inspection Department Services (under supervision of the Building Official)

   a) The Consultant is to perform building, plumbing, mechanical and electrical inspections and plan review. Work to include inspections and plan review for single and multi-family residential, commercial, office or industrial projects for compliance with the technical codes applicable to the project.

   b) Plan review must be conducted at the relevant County offices in Key Largo, Marathon and/or Stock Island to ensure access to permit files and plans.

   c) The County Building Official will oversee the duties performed by the consultant's staff as required by F.S. 468. The Consultant's staff must be available to work up to 40 hours per week as well as some evening and weekend hours depending on the workload.

2. Planning & Environmental Resources Department (under supervision of the Senior Director, Planning and Environmental Resources)

   a) The Consultant is to review site plans for residential, commercial, office, or industrial development, sign and fence permits for compliance with County land use standards contained in the Land Development Code, as well as application and site plan review for compliance with the Land Development Code.

   b) Plan review must be conducted at the relevant County offices in Key Largo, Marathon and/or Stock Island to ensure access to permit files, plans, maps and human resources when needed.

   c) County staff will advise and direct Consultant's staff concerning work approved under the task order. The Consultant's staff must be available to work between up to 40 hours per week as well as some evening and weekend hours depending on the workload.

3. Fire Prevention Services (under supervision of the Fire Marshal)

   a) The Consultant is to perform fire prevention inspections and plan review. Work to include inspections and plan review for single and multi-family residential, commercial, office or industrial projects for compliance with the 2010 Florida Fire Prevention Code (and related successors) and other codes as adopted by the State of Florida (by F.S. 633 and F.A.C. 69-A).

   b) Plan review must be conducted at the relevant County offices to ensure access to permit files and plans.

   c) Consultant's staff must be available to work between up to 40 hours per week as well as some evening and weekend hours depending on the workload.

   d) Inspectors and plan reviewers must be Florida State Certified Fire Protection Engineers specializing in sprinkler systems and fire alarm systems, and qualified to review all aspects of structure and architectural design. In addition, Consultant's employees are required to be Florida State Certified Fire Safety Inspector I or II.

## F. SPECIAL CONDITIONS

1. The County reserves the right to ensure that all persons supplied under this contract meet the requirements listed below. If at any time they do not meet these requirements the successful firm shall immediately pull the assigned person and/or persons off the job at no cost to the County.

2. Temporary support personnel must be neat and clean experienced workers and drug free. Temporary support personnel shall be mentally, emotionally, and physically competent to perform the services required.

3. Temporary support personnel must provide their own transportation to and from the job site and they are responsible for their own parking.

4. The Consultant must assume the employer/employee relationship. The County shall not be liable for any workers' compensation or Title VII of the Civil Rights Act claim that may arise from the temporary assignment.

5. National Crime Information Center backgrounds and police checks may be done on temporary support personnel by the County at any time during the contract period.

6. Persons employed by the Consultant in the performance of services pursuant to this contract shall not be considered employees of the County, shall be independent thereof and shall have no claim against the County as to pension, worker's compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the County to its officers and employees.

7. The Consultant agrees to reimburse the County for any improper charges, which can be documented as a result of the Consultant's employee(s) making unauthorized long distance telephone calls or other inappropriate use of County property while working at or on behalf of the County.

8. Professional behavior and conduct will be demonstrated by Consultant's employees at all times while performing work assignments under this contract. All employees provided by Consultant shall be required to dress in professional, conservative business-like attire, suitable for public exposure. No jeans, T-shirts, or athletic shoes will be allowed, unless approved by the County Department to which the temporary personnel are assigned. Consultant must provide its employees with suitable safety attire including puncture proof footwear for work assignments conducted in the field. In addition, Consultant must provide its employees with all necessary equipment and tools to perform tasks assigned under this agreement. Failure to be adequately prepared for work assignments may result in rejection of the Consultant's employees at no cost to County. Identification cards provided by the County and the Consultant must be carried by Consultant's employees at all times during the performance of any duties under this agreement.

# EXHIBIT "B"

M.T. CAUSLEY, INC.
BUILDING & GOVERNMENT
DEPARTMENT SERVICES

## Professional Support Services for Monroe County

February 14, 2014

| SERVICE | STANDARD HOURLY RATE | BEYOND 5 PM AND SATURDAYS* |
|---|---|---|
| Inspectors- Building, Mechanical, Electrical, and Plumbing | $65.00 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $97.50per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Plans Examiner- Building, Mechanical, Electrical, and Plumbing | $70.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $105.00 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Building Official | $72.50 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $108.75 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |

# EXHIBIT "B"

Monroe County February 14, 2014

| | | |
|---|---|---|
| Fire Plans Examiners | $70.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $105.00 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Fire Inspectors | $65.00 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $97.50 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Customer Service/ Permit Clerks | $38 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | 57.00 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Architects and Engineer Services Mechanical, Electrical, Plumbing and Structural | $135 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $270 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Biologist (when available) | $137.50 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $206.25 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Planner (when available) | $192.50 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $288.75 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |
| Zoning Technician (when available) | $192.50 per hour 4/hr minimum in Upper Monroe County and 8/hr minimum in the middle and lower Monroe County | $288.75 per hour 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and lower Monroe County |

# EXHIBIT "B"

Monroe County February 14, 2014

*Services requested for US Federal Recognized Holidays and Sundays will be provided at 2 times the standard hourly rate with 2/hr minimum in the upper Monroe County and 4/hr minimum in the middle and Monroe County.

M.T. CAUSLEY, INC.
BUILDING & GOVERNMENT
DEPARTMENT SERVICES
97 NE 15th Street
Homestead, Florida 33030

# Invoice

| Date | Invoice # |
|---|---|
| 2/15/2014 | 0214-100 |

**Bill To**

**Monroe County**

**Project**

| Date | Item | Description | Hours | Rate | Amount |
|---|---|---|---|---|---|
| | | BUILDING DEPARTMENT SERVICES FOR MONROE COUNTY FOR THE FEBRUARY 1-15 2014 | | | |
| 2/3/2014 | Electrical Inspection | Inspector X | 5 | 65.00 | 325.00 |
| 2/4/2014 | Electrical Inspection | Inspector X | 7 | 65.00 | 455.00 |
| 2/6/2014 | Electrical Inspection | Inspector X | 4 | 65.00 | 260.00 |
| 2/7/2014 | Electrical Inspection | Inspector X | 5 | 65.00 | 325.00 |
| 2/10/2014 | Electrical Inspection | Inspector X | 3 | 65.00 | 195.00 |
| 2/13/2014 | Electrical Inspection | Inspector X | 8 | 65.00 | 520.00 |
| 2/14/2014 | Electrical Inspection | Inspector X | 2 | 65.00 | 130.00 |
| | | INSPECTOR X, ELECTRICAL INSPECTION: 34 HOURS $2210.00 | | | |
| 2/3/2014 | Plumbing Plans Review | Inspector Y | 5 | 70.00 | 350.00 |
| 2/5/2014 | Plumbing Plans Review | Inspector Y | 6 | 70.00 | 420.00 |
| 2/6/2014 | Plumbing Plans Review | Inspector Y | 4 | 70.00 | 280.00 |
| 2/10/2014 | Plumbing Plans Review | Inspector Y | 3 | 70.00 | 210.00 |
| 2/11/2014 | Plumbing Plans Review | Inspector Y | 5 | 70.00 | 350.00 |
| 2/12/2014 | Plumbing Plans Review | Inspector Y | 2 | 70.00 | 140.00 |
| 2/13/2014 | Plumbing Plans Review | Inspector Y | 2 | 70.00 | 140.00 |
| | | INSPECTOR , PLUMBING PLANS REVIEW: 27 HOURS $1,890.00 | | | |
| 2/3/2014 | Permit Clerk | Permit Tech Z | 8 | 36.00 | 288.00 |
| 2/4/2014 | Permit Clerk | Permit Tech Z | 8 | 36.00 | 288.00 |
| 2/5/2014 | Permit Clerk | Permit Tech Z | 8 | 36.00 | 288.00 |
| 2/6/2014 | Permit Clerk | Permit Tech Z | 8 | 36.00 | 288.00 |
| 2/7/2014 | Permit Clerk | Permit Tech Z | 8 | 36.00 | 288.00 |
| 2/10/2014 | Permit Clerk | Permit Tech Z | 8 | 36.00 | 288.00 |
| 2/11/2014 | Permit Clerk | Permit Tech Z | 8 | 36.00 | 288.00 |

**Total**

Phone (305) 246-0696 www.mtcinspectors.com Fax (305) 242-3716

M.T. CAUSLEY, INC.
BUILDING & GOVERNMENT
DEPARTMENT SERVICES
97 NE 15th Street
Homestead, Florida 33030

# Invoice

| Date | Invoice # |
|---|---|
| 2/15/2014 | 0214-100 |

**Bill To**

**Monroe County**

| Project |
|---|
| |

| Date | Item | Description | Hours | Rate | Amount |
|---|---|---|---|---|---|
| 2/12/2014 | Permit Clerk | Permit Tech Z | 8 | 36.00 | 288.00 |
| 2/13/2014 | Permit Clerk | Permit Tech Z | 8 | 36.00 | 288.00 |
| 2/14/2014 | Permit Clerk CR | Permit Tech Z | 8 | 36.00 | 288.00 |
| | | PERMIT TECH Z, PERMIT TECH: 80 HOURS $2,880.00 | | | |

**Total** $6,980.00

Phone (305) 246-0696 www.mtcinspectors.com Fax (305) 242-3716

M.T. CAUSLEY, INC.
CONSTRUCTION INSPECTIONS, TESTING & CONSULTING

# Inspector's Daily Activity Report

**County of Monroe** _____

Inspector / Trade _____ Date _____

Time in the office to meet with public and schedule inspections: _____ to _____
Time in the office to meet with public and discuss inspections: _____ to _____

Total time for the day: _____

P = Plan Review, I = Inspection, F = Field Consultation, L = Occupational License,
M = Meeting, S = Stop Work, O = Other, A = Approved, R = Rejected

| Activity | | | | | | | Address | Time | | Action | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| P | I | F | L | M | S | O | | Start | End | A | R |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

Page _____ of _____

# EXHIBIT "D"

## ACKNOWLEDGMENT

**I am an employee with M.T. Causley, Inc. When assigned to work in Monroe County at the Monroe County Building Department, Planning Department , or Fire Department , according to a contract between M.T. Causley and Monroe County , I acknowledge that I am not an employee of Monroe County and am not entitled to any benefits from Monroe County.**

**Compensation will be provided by M.T. Causley, Inc. and Monroe County is not responsible for paying me for my work.**

**I will comply with the personnel policies of M.T. Causley, Inc. and will not engage in conduct that is prohibited according to Attachment 1, Prohibited Conduct, which has been provided to me.**

_____

Signature

_____

Print Name

Date: _____

# 500 Section V
# Work Policies and Regulations

## CARE OF EQUIPMENT AND FACILITIES

Employees should be concerned with the care and safe use of company-owned equipment and facilities. Employees are expected to follow all operating instructions, safety standards and guidelines. Good housekeeping is expected of every employee.

If any equipment, machines, tools, vehicles, telephones, etc. appear to be damaged, defective, or in need of repair, notify the management immediately. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees and others.

Unsafe, destructive, careless, negligent, or improper use or operation of equipment or vehicles may result in disciplinary action, up to and including termination of employment.

## PERSONAL APPEARANCE/CLOTHING

Personal appearance, proper hygiene and appropriate attire are important to our work practices. Our customers gauge the quality of our company by the attention we show to personal appearance and attire.

Each employee personally represents the company and is required to dress in an appropriate manner. Every employee of M.T. Causley, Inc. contributes to the company's overall public image during work hours. Appropriate attire enhances the employee's effectiveness in providing superior service.

Employees are expected to report to work wearing clean clothing. A neat, well-groomed appearance is important to the employee, their fellow workers and to our customers.

The company does not object to employees having reasonably long hair if it is groomed. Nor does it object to mustaches and/or beards if they are kept trimmed and do not hinder the employee's performance or safety on the job.

© 2003 M.T. Causley, Inc.

## SMOKING POLICY

M.T. Causley, Inc. is dedicated to providing a healthy, comfortable, productive work environment for our employees as well as a healthy, comfortable environment for our customers. This goal can only be achieved through ongoing efforts to protect non-smokers and to help employees adjust to restrictions on smoking. Therefore, smoking is prohibited throughout company facilities, except in designated smoking areas.

The success of this policy will depend upon the thoughtfulness, consideration and cooperation of smokers and non-smokers. All employees share in the responsibility of adhering to and enforcing this policy. Any conflict should be brought to the attention of the management.

## PERSONAL BELONGINGS

M.T. Causley, Inc. recognizes an employee's desire to display mementos pertaining to his/her family or other personal items. While M.T. Causley, Inc. can take no responsibility for the safekeeping of these items, it welcomes its employees to personalize their work areas for added comfort or pleasantness. However, several guidelines must be observed. They are as follows:

- **Safety Comes First** – No object can interfere with job safety as viewed by company management;
- Nothing can be displayed that (in the opinion of management) is derogatory to any person or system of beliefs;
- Objects that (in the opinion of management) are inappropriate or hinder work efforts will not be allowed and must be removed upon request.

## SAFETY EQUIPMENT

Employees will be provided with safety equipment if it is a requirement for a particular job. This equipment will be signed for by the employee and replaced at the employee's expense if the equipment is lost, damaged, or stolen. Replacement will be provided if the equipment is shown to be defective.

## PERSONAL EQUIPMENT/TOOLS

Employees who work in certain positions are required to provide their own equipment and/or tools to perform job assignments. Management will advise employees of the equipment or tools required and will make sure that each employee obtains the required equipment. The company discourages employees from lending or borrowing equipment or tools.

© *2003 M.T. Causley, Inc.*

## COMPANY EQUIPMENT/TOOLS

The company will furnish all necessary equipment and tools to complete job assignments. Each employee is reminded that all items purchased by the company are the property of M.T. Causley, Inc. and represent a very valuable asset of the company. It is the responsibility of the employee to whom equipment and tools are assigned to maintain and safeguard these assets as if they were his/her personal property.

An inventory of equipment and tools will be made periodically. If it is determined that an employee is negligent in the proper storage of equipment, materials, tools, or supplies, or they are misplaced or stolen, the employee will be asked to replace the same at fair market value, or the cost of the item will be deducted from the employee's pay check.

When leaving a job site or a work area, it is required that all equipment and tools be removed from the work area and secured in a safe location.

## SOLICITATION AND/OR DISTRIBUTION

To prevent disruption of business activities, to minimize distractions for all employees, and to preserve company security, solicitation and/or distribution of literature, materials, goods, contest promotions, requests for donations, or any other solicitation and/or distribution is prohibited during working time or in work areas.

## SECURITY

All doors, files, desks, gates, and any other equipment with locks must be kept locked securely when not in direct use and at the end of each day. Locks should be checked regularly. Company vehicles should be kept locked at all times when not in use. Lost keys must be reported to the Office immediately. Any concerns about security should be directed to management.

## OUTSIDE EMPLOYMENT

M.T. Causley, Inc. makes every effort to keep its employees as fully employed as possible and at a good rate of pay. When an employee is on the job, this means that 100% of his/her effort is required. If an employee chooses to work outside of his/her job and the outside employment competes with what is expected of him/her as an employee of M.T. Causley, Inc. opportunities for promotion and advancement with M.T. Causley, Inc. may be limited by his/her decision.

If management feels that outside employment prevents an employee from fulfilling his/her obligation to the company, the employee will be asked to resign from M.T. Causley, Inc. or to leave his/her outside employment.

© 2003 M.T. Causley, Inc.

All management and supervisory personnel are expected to enforce this policy and, by example, refrain from conflicting outside employment.

## COMMUNICATION SYSTEMS

The following procedures apply concerning M.T. Causley, Inc. communications:

- Company communications equipment is the sole property of M.T. Causley, Inc;
- Communications equipment and services include facsimiles, telephone systems, radio systems, computers, pagers and cell phones;
- On-line services may be accessed only by employees specifically authorized by M.T. Causley, Inc;
- Employee's on-line use should be limited to work related activities.

Employees should not use M.T. Causley, Inc.'s communication services and equipment for personal use except in emergencies or when circumstances warrant it. When personal use is unavoidable, employees must properly log any user charges and reimburse the company for them. M.T. Causley, Inc.'s communications property or equipment may not be removed from the premises without written authorization from management.

Improper use of M.T. Causley, Inc.'s communications services and equipment includes any misuse as described in this policy as well as any harassing, offensive, demeaning, insulting, defaming, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.

## PERSONAL MAIL AT THE WORK PLACE

The mail system is reserved for business purposes only. Employees will not be allowed to send or receive personal mail at the workplace.

## NEXTEL AND RADIO COMMUNICATIONS

Employees must use proper procedure and appropriate language when using the company Nextel's and/or radio communications. Company policy mandates that when using the phone, while driving, for business or personal calls, you MUST pull over and stop before accepting any phone calls.

© 2003 M.T. Causley, Inc.

## ALCOHOL

Consumption of, possession of, or being under the influence of alcoholic beverages on company property, in the Office, or in any vehicle used for company business, is strictly prohibited. Any employee who violates this policy will be subject to disciplinary action including immediate termination of employment. Any employee who reports to work or who is at work is subject to blood/alcohol testing to determine the presence of alcohol in the body.

## DRUGS

The company has in place a substance abuse policy which incorporates the provisions of the Drug-Free Workplace Act of 1988. All employees must abide by all of the terms and conditions of this policy while employed by M.T. Causley, Inc. In this regard, employees are required to read the policy and sign a statement acknowledging their understanding of the policy and intent to follow the policy. Any employee who reports for work or who is at work is subject to chemical screening and/or blood/alcohol testing to determine the presence of unauthorized drugs in the body. *The Drug-Free Workplace Policy is fully described in a separate handbook provided in each employee's New Hire Package.*

## POLICY ON HARASSMENT

Consistent with our policy of equal employment opportunity, harassment in the workplace based on a person's race, sex, religion, national origin, age, height, weight, marital status, or disability, will not be tolerated concerning employees or applicants for employment.

One aspect of our policy requiring some clarification is the prohibition of any form of sexual harassment in the workplace. The following paragraphs describe the type of conduct that is prohibited as well as the complaint provisions to investigate and remedy any problems that may arise.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. No employee shall threaten or insinuate, either explicitly or implicitly, that another employee's or applicant's refusal to submit to sexual advances will adversely affect that person's employment, work status evaluation, wages, advancement, assigned duties, or any other condition of employment or career development. Similarly, no employee shall promise, imply, or grant any preferential treatment in connection with another employee or applicant engaging in sexual conduct.

© 2003 M.T. Causley, Inc.

# EXHIBIT "F"

## Prohibited Conduct

A. Willful or repeated violations of County, State or Federal law or of these policies and procedures.
B. Insubordination - Refusal to respond to authority's reasonable request(s) or instruction.
C. Misconduct - Behavior not conforming to prevailing standards - Misconduct may include, but is not limited to the following: Fighting or inflicting bodily harm on another person, gambling, dangerous horseplay, being under the influence or possession of illegal drugs or alcoholic beverages, immoral behavior, smoking in restricted areas, any violent act or language which adversely affects morale, production, or maintenance of discipline. Rudeness or acts of disrespect to members of the public, supervisors, or other employees on duty or off duty. Employees shall not consume or be under the influence of alcoholic beverages while on duty , nor shall they use or be under the influence of, consume or possess illegal substances while on duty, or on County property at any time.
D. Criminal, dishonest, infamous or notoriously disgraceful conduct adversely affecting the County and Consultant (on duty or off duty).
E. Conviction of (or a plea of nolo contendere in connection with) a felony or gross misdemeanor, or conviction of a misdemeanor or ordinance violation involving moral turpitude.
F. Theft or pilfering - Possessing, unauthorized use of, taking, removing, destroying or tampering with County property without proper authorization.
G. Fraud or Dishonesty - Falsification of County documents or records, or computer generated records. Intentionally making false statement either oral or written about the County, its employees, other employees of Consultant.
H. Tardiness - Failure to report to assigned work station on or before the scheduled starting time.
I. Misuse of Time - Sleeping or other acts of inattention or neglect of duty. Unauthorized sale of articles or services, distribution or posting of literature, canvassing, polling or petitioning.
J. Safety Violations - Unauthorized possession and/or use of weapons, ammunition or explosives. Failure to observe general safety practices and regulations. Neglect in the safety of others or the committing of unsafe acts in the use and care of County property or equipment.
K. Illegal driving - Driving for Consultant while performing tasks under the Agreement when not possessing a valid Florida driver's permit or liability insurance, in accordance with the provisions of the Agreement.
L. Malicious or Negligent Destruction of Property - Willful or malicious destruction of County property. Damage of property by failing to use proper equipment, care and good judgment.
P. Incompetence or Inefficiency - Inability or failure to perform work of an acceptable standard
M. Discrimination in Employment - Discriminating against an employee of Monroe County or Consultant's employees because of race, color, national origin, sex, religion, creed, sexual preference, handicap or age as defined in state or federal laws
N. Acceptance of unauthorized compensation.
O.Misfeasance - The doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of another.
P. Smoking – Smoking of tobacco products is prohibited in all Monroe County owned or occupied public facilities (buildings), vehicles, elevators, meeting rooms, hallways, corridors, lobbies, water fountain areas, stairwells and entryways.

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: Planning & Environmental Resources
Bulk Item: Yes X No ___ Staff Contact Person/Phone #: Mayté Santamaria 289-2562

**AGENDA ITEM WORDING:** Approval, pursuant to Section 163.3184(4)(e)1., F.S., for the Director of Planning & Environmental Resources to send a letter to the State Land Planning Agency requesting an additional extension of time to adopt the Future Land Use Map amendments transmitted to the State Land Planning Agency on December 10, 2014 via Resolution 374-2014 (two parcels on Key Largo 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).

**ITEM BACKGROUND:** On December 10, 2014, at a regularly scheduled BOCC meeting, the BOCC approved Resolution 374-2014, transmitting to the State Land Planning Agency an ordinance by the Monroe County Board of County Commissioners amending the Future Land Use Map of the Monroe County Year 2010 Comprehensive Plan 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. No members of the public commented on the proposed amendment.

The Future Land Use Map amendment was sent to the State for review and assigned amendment number 15-1ACSC by the State Land Planning Agency. On March 20, 2015, the State Land Planning Agency issued its Objections, Recommendations, and Comments (ORC) report on the proposed amendment. The State Land Planning Agency did not have an objection to Resolution 374-2015 (Key Largo map amendment); however, the applicant has proposed a site specific policy to address the requirements Comprehensive Plan Policy 101.4.20 (discouragement policy). Pursuant to Policy 101.4.20, prior to adoption of the proposed FLUM amendment by the BOCC, the applicant must mitigate for the proposed increase in allocated residential density, based on one of the following options:

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.

On January 20, 2016, at a regularly scheduled BOCC meeting, the BOCC approved Resolution 002-2016, transmitting to the State Land Planning Agency an ordinance by the Monroe County Board of County Commissioners 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, 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.

Based on the issuance of the ORC report and the DEO issued time extension, the current adoption deadline for the map amendment package is March 15, 2016. Staff is recommending requesting up to an additional 60 days (approx. May 15, 2016) to allow time for DEO to complete its review of the proposed subarea policy for the two parcels on Key Largo.

**PREVIOUS RELEVANT BOCC ACTION:**
On December 10, 2014, the Monroe County Board of County Commissioners held a public hearing to review and discuss the proposed map amendments and voted to transmit the amendment to the State Land Planning Agency (Resolution 374-2014).

On July 15, 2015, the Monroe County Board of County Commissioners approved the request to send a letter to the State Land Planning Agency requesting an additional extension of time to adopt the Future Land Use Map amendment transmitted to the State Land Planning Agency on December 10, 2014 via Resolution 374-2014 (two parcels on Key Largo).

On January 20, 2016, the Monroe County Board of County Commissioners held a public hearing to review and discuss the proposed subarea policy and voted to transmit the amendment to the State Land Planning Agency (Resolution 002-2016).

**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 STW 1/22 OMB/Purchasing ____ Risk Management _____

**DOCUMENTATION:** Included X Not Required___

**DISPOSITION:** _____ **AGENDA ITEM #** _____

# 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.***

February 10, 2016

Ray Eubanks, Plan Processing Administrator
Department of Economic Opportunity
Community Planning and Development
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, Florida 32399

**Re: Monroe County Year 2010 Comprehensive Plan (Proposed Amendment (15-1 ACSC)**

Dear Mr. Eubanks,

Pursuant to Chapter 163.3184(4)(e)1., Florida Statutes the Monroe County Planning & Environmental Resources Department, acting within the jurisdiction of the Florida Keys Area of Critical State Concern (designated pursuant to Section 380.05, F.S.), hereby requests an additional extension of 60 days (from March 15, 2016) to adopt the proposed Future Land Use Map (FLUM) amendment transmitted via Resolution 374-2014 (two parcels on Key Largo). The County is requesting an extension to May 15, 2016. These amendments were heard at a regular meeting of the Board of County Commissioners on December 10, 2014, and were subject to State Coordinated Review Process, Section 163.3184(4), F.S., and the State Land Planning Agency formally reviewed the proposed Comprehensive Plan amendments, issuing an ORC Report on March 20, 2015. No objections, recommendations or comments were identified for the FLUM amendment.

The extension of time request was heard at a regular meeting of the Board of County Commissioners on February 10, 2016. Copies of this time extension request are also being provided to the South Florida Regional Planning Council, Department of State Florida Bureau of Historic Preservation, Florida Fish and Wildlife Conservation Commission, Department of Agriculture and Consumer Services, Florida Department of Environmental Protection, Florida Department of Transportation, United States Navy (Naval Air Station Key West - Boca Chica), South Florida Water Management District, City of Key Colony Beach, Village of Islamorada, City of Layton, City of Marathon and City of Key West.

The following table summarizes the items in the proposed amendment package:

| *Amendment Name* | *Description* | **PC Hearing Date** | **BOCC Hearing Date** |
|---|---|---|---|
| **Resolution 374-2014 Transmitting an ordinance Amending the Future Land Use Map (FLUM).** | This proposed amendment changes the Future Land Use Map form Residential Low (RL) to Mixed Used/Commercial (MC) for property at 97770 and 97702 Overseas Highway MM98 Key Largo, RE #00091000.000000 and 00091020.000000. | October 29, 2014 | December 10, 2014 |

Please note, the County requests this extension to allow adequate time for the Department to review Proposed Amendment Package 16-02ACSC which proposes to create a site specific policy for this subject property that would eliminate any increase in potential residential development associated with the proposed FLUM amendment.

Thank you in advance for your timely review of these materials. Should you have any questions about the proposed request, please contact me at (305) 289-2562 and santamaria-mayte@monroecounty-fl.gov.

Sincerely,

Mayté Santamaria
Sr. Director of Planning and Environmental Resources

Enclosures
cc: Comprehensive Plan Review, Department of Agriculture and Consumer Services
Plan Review, Florida Department of Environmental Protection
Deena Woodward, Florida Department of State, Bureau of Historic Preservation
Scott Sanders, Florida Fish and Wildlife Commission
Kenneth Jeffries, Florida Department of Transportation
Isabel Cosio Carballo, South Florida Regional Council
Terry Manning, South Florida Water Management District
Ron Demes, United States Navy, Boca Chica Naval Air Station
Cheryl Cioffari, Village of Islamorada
Cathy Henninger, City of Key Colony Beach
Thaddeus Cohen, City of Key West
George Garrett, City of Marathon
Norman Anderson, City of Layton
Board of County Commissioners (w/o enclosures)
Bob Shillinger, County Attorney (w/o enclosures)
Roman Gastesi, County Administrator (w/o enclosures)
Christine Hurley, Assistant County Administrator (w/o enclosures)

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Jesse Panuccio
EXECUTIVE DIRECTOR

August 11, 2015

Ms. Mayte Santamaria
Sr. Director of Planning and Environmental Resources
Monroe County 2798 Overseas Highway, Suite 400
Marathon, Florida 33050

Dear Ms. Santamaria:

This letter is in response to the letter dated July 27, 2015, requesting an extension for the adoption of a proposed amendments DEO 15-1ACSC to the Monroe County Comprehensive Plan pursuant to Section 163.3184(4), Florida Statutes.

The Department acknowledges receipt of County's extension notification. The new extended adoption date is March 15, 2016. The Department reminds the County that all citizens who commented on the amendment need to be notified of the extension.

If the proposed amendment is adopted, please submit the amendments to the Florida Department of Economic Opportunity, Bureau of Community Planning, Plan Processing Team within 10 working days of adoption pursuant to Section 163.3184(4), Florida Statutes.

If you have any questions concerning this matter, please do not hesitate to contact Ms. Rebecca Jetton at (850) 717-8494, or myself, at (850) 717-8483.

Sincerely,

D. Ray Eubanks
Plan Processing Administrator

DRE/me

# County of Monroe
## Growth Management Division

**Planning & Environmental Resources Department**
2798 Overseas Highway, Suite #400
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
David Rice, Dist. 4
George Neugent, Dist. 2
Sylvia Murphy, Dist. 5

***We strive to be caring, professional, and fair.***

RECEIVED
Bureau of Community Planning
AUG - 3 2015
Div. of Community Development
Dept. of Economic Opportunity

July 27, 2015

Ray Eubanks, Plan Processing Administrator
Department of Economic Opportunity
Community Planning and Development
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, Florida 32399

**Re: Monroe County Year 2010 Comprehensive Plan (Proposed Amendment (15-1 ACSC)**

Dear Mr. Eubanks,

Pursuant to Chapter 163.3184(4)(e)1., Florida Statutes the Monroe County Planning & Environmental Resources Department, acting within the jurisdiction of the Florida Keys Area of Critical State Concern (designated pursuant to Section 380.05, F.S.), hereby requests an extension to the 180 day timeframe for the adoption of proposed Future Land Use Map amendments transmitted via Resolution 374-2014 (two parcels on Key Largo) and Resolution 375-2014 (for four parcels on Rockland Key and one parcel on Big Coppitt). The County is requesting an extension to March 15, 2016. These amendments were heard at a regular meeting of the Board of County Commissioners on December 10, 2014, and were subject to State Coordinated Review Process, Section 163.3184(4), F.S., and the State Land Planning Agency formally reviewed the proposed Comprehensive Plan amendments, issuing an ORC Report on March 20, 2015.

The applicants for both amendments have submitted letters requesting an extension of time (copies attached) and request for the extension of time was heard and approved at a regular meeting of the Board of County Commissioners on July 15, 2015. Copies of this time extension request are also being provided to the South Florida Regional Planning Council, Department of State Florida Bureau of Historic Preservation, Florida Fish and Wildlife Conservation Commission, Department of Agriculture and Consumer Services, Florida Department of Environmental Protection, Florida Department of Transportation, United States Navy (Naval Air Station Key West - Boca Chica), South Florida Water Management District, City of Key Colony Beach, Village of Islamorada, City of Layton, City of Marathon and City of Key West.

The following table summarizes the items in the proposed amendment package:

| *Amendment Name* | *Description* | **PC Hearing Date** | **BOCC Hearing Date** |
|---|---|---|---|
| **Resolution 374-2014 Transmitting an ordinance Amending the Future Land Use Map (FLUM).** | This proposed amendment changes the Future Land Use Map form Residential Low (RL) to Mixed Used/Commercial (MC) for property at 97770 and 97702 Overseas Highway MM98 Key Largo, RE #00091000.000000 and 00091020.000000. | October 29, 2014 | December 10, 2014 |
| **Resolution 375-2014 Transmitting an ordinance amending the Future Land Use Map (FLUM).** | The proposed amendment changes the Future Land Use Map from Industrial (I) to Commercial (COMM) for 4 parcels in Rockland Key, RE#00122080-000000, 00122081-000200, 00122010-000000 and 00121990-000000; and from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial (MC) for property located in Big Coppitt, RE#00120940-000100. | August 27, 2014 | December 10, 2014 |

Thank you in advance for your timely review of these materials. Should you have any questions about the proposed request, please contact me at (305) 289-2562 and santamaria-mayte@monroecounty-fl.gov.

Sincerely,

Ada Mayté Santamaría

Mayté Santamaría
Sr. Director of Planning and Environmental Resources

Enclosures

cc: Comprehensive Plan Review, Department of Agriculture and Consumer Services
Plan Review, Florida Department of Environmental Protection
Deena Woodward, Florida Department of State, Bureau of Historic Preservation
Scott Sanders, Florida Fish and Wildlife Commission
Kenneth Jeffries, Florida Department of Transportation
Jim Murley, South Florida Regional Planning Council
Terry Manning, South Florida Water Management District
Ron Demes, United States Navy, Boca Chica Naval Air Station
Cheryl Cioffari, Village of Islamorada

Vickie Bollinger, City of Key Colony Beach
Thaddeus Cohen, City of Key West
George Garrett, City of Marathon
Norman Anderson, City of Layton
Board of County Commissioners (w/o enclosures)
Bob Shillinger, County Attorney (w/o enclosures)
Roman Gastesi, County Administrator (w/o cnclosures)
Christine Hurley, Assistant County Administrator (w/o enclosures)

DEO 15-1ACSC

Key Largo FLUM Amendment Reso 374-2014

**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

EXHIBIT A to RESOLUTION NO. 374-2014

**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**

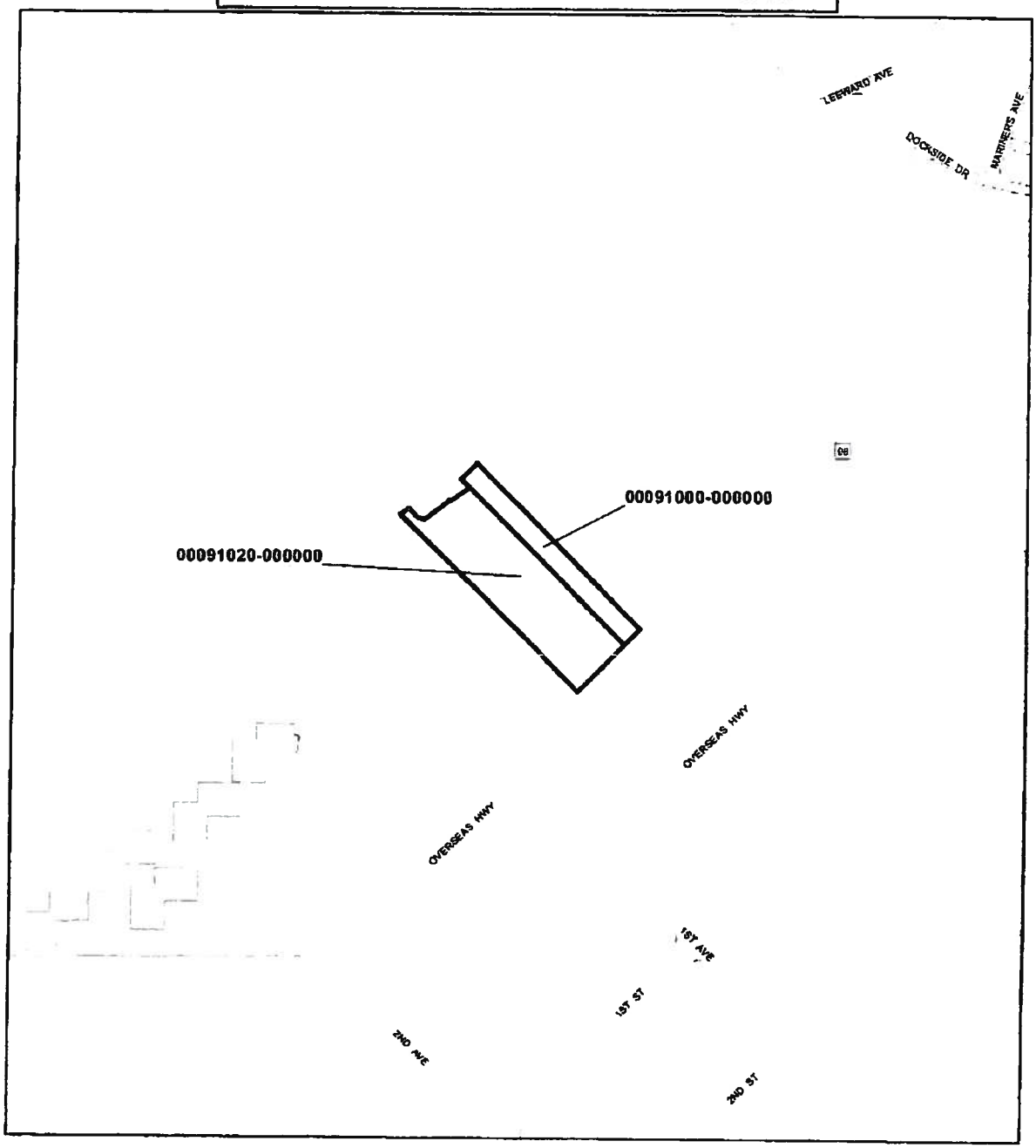
BY _____
Mayor Danny L. Kolhage

(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

DEO 16-2ACSC

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION NO. ~~007~~ 002-2016**

**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 20 day of Jan, 2016.

| | |
|---|---|
| Mayor Heather Carruthers | YES |
| Mayor *Pro Tem* George Neugent | YES |
| Commissioner Danny L. Kolhage | YES |
| Commissioner David Rice | YES |
| Commissioner Sylvia Murphy | YES |

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
Mayor Heather Carruthers

(SEAL)

ATTEST: KEVIN MADOK 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

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: Planning & Environmental Resources
Bulk Item: Yes X No ___ Staff Contact Person/Phone #: Mayté Santamaria 289-2562

**AGENDA ITEM WORDING:** Approval of a contract amendment to the agreement between Florida State University and the Monroe County Board of County Commissioners for professional services to be performed by FSU - Florida Conflict Resolution Consortium Center facilitators for staff support for an additional 4 meetings (12 total meetings) of the Monroe County Affordable Housing Advisory Committee at an additional cost of $23,800.

**ITEM BACKGROUND:** In 2008, the Monroe County Affordable Housing Advisory Committee (AHAC) was established to comply with requirements in Ch. 420, F.S., related to the County's participation in the State Housing Initiatives Partnership Program (SHIP). At that time, the BOCC created Section 2-701 of the Monroe County Code, which establishes the duties of the AHAC, consistent with the statutory requirements.

In August, 2014, the BOCC approved an agreement with the FCRC Consensus Center, FSU, for professional services on an Affordable Workforce Housing Stakeholder Assessment, in order to assess the current workforce/affordable housing situation in the County and propose a process for developing recommendations to increase the supply of affordable housing.

At the June 10, 2015 BOCC meeting, the BOCC adopted Ordinance 014-2015 amending Section 2-700 of the Monroe County Code to establish the 14 members of the affordable housing advisory committee and directed staff to amend Resolution 139-2015 to add one additional duty to the committee to evaluate and propose additional mechanisms to qualify and monitor the occupants of deed restricted affordable housing.

At the June 10, 2015 BOCC meeting, the BOCC directed staff to draft an agreement for FSU to provide Monroe County with professional facilitation services, through the FSU - Florida Conflict Resolution Consortium Center, to provide staff support assistance to the Monroe County Affordable Housing Advisory Committee.

At the July 15, 2015 BOCC meeting, the BOCC approved an agreement between Florida State University and the BOCC for professional services to be performed by FSU - Florida Conflict Resolution Consortium Center facilitators for staff support for 8 meetings of the Monroe County Affordable Housing Advisory Committee.

At the July 15, 2015 BOCC meeting, the BOCC adopted Resolution 189-2015 assigning additional duties to the Affordable Housing Advisory Committee and providing a one year timeframe to complete the duties (July 2016).

**PREVIOUS RELEVANT BOCC ACTION:**
At the August 20, 2014, BOCC meeting, the Board of County Commissioners approved an agreement with the FCRC Consensus Center, FSU, for professional services on an Affordable Workforce Housing Stakeholder Assessment, in order to assess the current workforce/affordable housing situation in the County and propose a process for developing recommendations to increase the supply of affordable housing.

On July 15, 2015, the Board of County Commissioners approved an agreement with the FCRC Consensus Center, FSU, for professional services of facilitation of the Monroe County Affordable Housing Advisory Committee.

On July 15, 2015, the Board of County Commissioners approved Resolution 189-2015 assigning additional duties to the Affordable Housing Advisory Committee based on BOCC direction and recommendations in the Workforce Housing Stakeholder Assessment Report according to Section 7-201(c) of the Monroe County Code.

**CONTRACT/AGREEMENT CHANGES:** Amendment to add four (4) additional Monroe County Affordable Housing Advisory Committee meetings to the existing agreement.

**STAFF RECOMMENDATIONS: Approval**

**TOTAL COST:** $23,800 **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No ___

**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

**COST TO COUNTY:** $23,800 **SOURCE OF FUNDS:** 148-50500-530340

**REVENUE PRODUCING:** Yes ___ No N/A **AMOUNT PER MONTH** N/A **Year** ___

**APPROVED BY:** County Atty 10/25/16 OMB/Purchasing [signature] Risk Management [signature]

**DOCUMENTATION:** Included X Not Required ___

**DISPOSITION:** _____ **AGENDA ITEM #** _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Florida State University  Contract #____

Effective Date: July 15, 2015

Expiration Date: May 31, 2016

Contract Purpose/Description:

Approval of an amendment to existing contract to add 4 additional meetings (12 total meetings) for the FSU facilitator to attend the Monroe County Affordable Housing Advisory Committee at an additional cost of $23,800.

Contract Manager: Mayté Santamaria (Name) | 2562 (Ext.) | Planning & Environmental Resources /Stop #11 (Department/Stop #)

for BOCC meeting on February 10, 2016  Agenda Deadline: January 26, 2016

## CONTRACT COSTS

Total Dollar Value of Contract: $ 74,800  Current Year Portion: $ 62,900

Budgeted? Yes ☐ No ☐  Account Codes: 148-50500-530340-____-____

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 | 11/22/16 | Yes ☐ No ☐ | [signature] | 11/22/16 |
| Risk Management | 1-26-16 | Yes ☐ No ☑ | [signature] | 1-26-16 |
| O.M.B./Purchasing | 1/26/16 | Yes ☐ No ☑ | [signature] | 1/26/16 |
| County Attorney | 1/25/16 | Yes ☐ No ☒ | [signature] | 1/25/16 |

Comments: _____

_____

OMB Form Revised 2/27/01 MCP #2

**AMENDMENT 1 TO THE**
**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**
**FLORIDA STATE UNIVERSITY**
**AND**
**MONROE COUNTY**

THIS AMENDMENT (hereinafter "Contract/Agreement") is made and entered into this 21st day of February 2016 by Monroe County (hereinafter "COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Suite 205, Key West, Florida 33040, and FLORIDA STATE UNIVERSITY (hereinafter "FSU"), having a principal place of business at: 874 Traditions Way, SSB 3rd Floor, Tallahassee, Florida, 32306-4166

NOW, THEREFORE, the parties agree as follows:

**Exhibit A - Scope of Services shall be amended as follows:**

**"EXHIBIT A"**

**Scope of Services.** Florida State University (hereinafter "FSU") proposes entering into a fixed price, not- to-exceed agreement with Monroe County of $74,800 to assist in the facilitation and management of Monroe County Affordable Housing Advisory Committee (hereinafter "AHAC" or "Committee") meetings, which shall require FSU's facilitator(s) affiliated with the Florida Conflict Resolution Consortium Consensus Center to attend, in-person, up to twelve (12) meetings of the AHAC following the undersigned parties' execution of this agreement. FSU's (and facilitator(s) thereof) management and facilitation duties and responsibilities to the Committee shall comprise (including but not limited to):

1. Prioritizing Discussion Order: The FSU facilitator(s), at each AHAC meeting, shall propose and recommend to the Committee an order of items to be addressed by the Committee in forthcoming AHAC meetings/agendas, such order being designed to maximize opportunities for the Committee to reach consensus on affordable/workforce housing issues and solutions;

2. Developing Issue and Solution Identification, Organization, and Evaluation Methods: The FSU facilitator(s), at each AHAC meeting, shall propose and furnish the Committee with affordable/workforce housing issue and solution identification, organization, and evaluation methods that shall be designed to both measure the Committee's level(s) of support for such affordable/workforce housing issues and solutions and to maximize opportunities for the Committee to achieve consensus regarding such issues and solutions;

3. Meeting Participation Requirements: The FSU facilitator(s), at each AHAC meeting, shall ensure a fair process during Committee meetings during which all perspectives shall be considered, enhance opportunity(ies) for consensus building, assist meeting participants to stay focused and on task, and ensure that meeting participants follow discussion rules;

4. Identifying County Staff Research Issues: Following each AHAC meeting, and within five (5) days following the conclusion of each such meeting, the FSU facilitator(s) shall provide

County staff with research issues identified by the Committee at said meeting;

County staff having the authority to administer local planning or housing programs shall cooperatively support the Committee. County staff's duties and responsibilities will include the design, preparation, and provision of Committee meeting agendas and agenda materials to Committee-members and the public, providing the Committee with Planning & Environmental Resources Department and legal staff support, and developing minutes. County staff shall also ensure that FSU's facilitator(s) is provided with all Ordinance(s), Resolution(s), or such other guidance documents setting forth a current portfolio of the Committee's duly assigned duties and responsibilities.

Estimated Cost & Budget. FSU's all-inclusive daily rate for professional facilitation services for this project is calculated at a rate of $1,700 per day. The rate includes professional facilitation staff time, support staff time, project expenses, travel-related expenses, and indirect costs charged by FSU. If requested by the County to participate in and/or provide services in additional meetings, this agreement may be amended using the same daily rate.

**Tasks:**

1. Organizational planning
   a. *Pre-meeting survey and report*
   (20 copies with 1 electronic file) FSU's

   Fee shall not exceed: 1.5 days $2,550.00

2. Attendance of up to twelve (12) monthly Affordable Housing Advisory Committee Meetings. For the duration of this contract, FSU shall participate and facilitate up to 12 meetings.
   a. *Monthly meeting facilitation* (meeting facilitation, includes up to 4 hours of an AHAC meeting; one 1 monthly coordination meeting with County staff for planning and meeting preparation, monthly progress report, & travel costs and travel time)

   FSU's Fee each AHAC meeting shall not exceed 3.5 days $5,950.00

**Total Not-to-Exceed Cost: $74,800** ($51,000 + $23,800)

**IN WITNESS WHEREOF, the parties have executed this amendment on the ~~21~~ 10th day of February 2016.**

ATTEST:
AMY HEAVILIN, CLERK

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

Mayor Heather Carruthers

FLORIDA STATE UNIVERSITY
Print Name: Gary K. Ostrander

Russell S. Lentz for
Title: Vice President for Research

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Assistant County Attorney Peter Morris

Witness No. 1:

Susanne Stamm
Print Name

Susanne Stamm
Signature

Witness No. 2:

Ben C. Hancock
Print Name

Signature

STATE OF Florida

COUNTY OF Leon

On this 21 day of January, 2016, before me, the undersigned notary public, personally appeared _____ who states he/she is authorized to execute this document, and is known to me to be the person whose name is subscribed above or who produced personally known as identification, and acknowledged that he/she is the person who executed the document above for the purposes therein contained.

Carrie Pittman
Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

CARRIE PITTMAN
Commission # FF 064257
Expires February 18, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

**AGREEMENT FOR PROFESSIONAL SERVICES**
**BETWEEN**
**Florida State University**
**AND MONROE COUNTY**

THIS AGREEMENT (hereinafter "Contract/Agreement") is made and entered into this 15th day of July, 2015, by Monroe County (hereinafter "COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Suite 205, Key West, Florida 33040, and FLORIDA STATE UNIVERSITY (hereinafter "FSU"), having a principal place of business at: 874 Traditions Way, SSB 3rd Floor, Tallahassee, Florida, 32306-4166.

**Section 1. SCOPE OF SERVICES**

FSU shall do, perform and carry out in a professional and proper manner certain duties as described in the **Scope of Services – Exhibit A** – which is attached hereto and made a part of this Agreement.

**Section 2. COUNTY'S RESPONSIBILITIES**

2.1 Designate in writing a person ("Contract Manager") with authority to act on the COUNTY'S behalf on all matters concerning the work product.

2.2 Coordinate with FSU as necessary for FSU'S performance of the tasks in Exhibit A.

**Section 3. TIME OF COMPLETION**

The services to be rendered by the FSU shall be commenced upon execution of this agreement by the undersigned parties and the work shall be completed in accordance with the schedule mutually agreed to by the COUNTY and FSU as shown in **Exhibit A**, and shall be completed no later than May 31, 2016, unless it shall be modified in a signed document, by the mutual consent of the COUNTY and FSU. Subsequent services shall be performed in accordance with schedules of performance which shall be mutually agreed to by COUNTY and FSU. COUNTY, through its Assistant County Administrator, shall have the authority to amend the schedule.

**Section 4. COMPENSATION**

4.1 The maximum compensation available to FSU under this Agreement is based on the activities detailed in the Scope of Services. The COUNTY agrees to pay FSU based on completion of work within the Scope of Services according to the deliverables detailed in the Scope of Services.

4.2 Compensation shall be paid by activity completed and deemed satisfactory by the Contract Manager. Any additional services included in Task 2 on Exhibit A must be authorized by the Board of County Commissioners.

4.3 The total not-to-exceed cost for providing the services contained in the Tasks 1 through 2 is $ 51,000. There shall be no reimbursable items.

**Section 5. PAYMENT TO FSU**

5.1 Monthly payments will be made according to the Local Government Prompt Payment

Act. Any request for payment must be in a form satisfactory to the County Clerk (Clerk). The request must describe in detail the services performed and the payment amount requested. FSU must submit to the COUNTY Contract Manager, who will review the request. The Contract Manager shall note his/her approval on the request and forward it to the Clerk for payment. If request for payment is not approved, the Contract Manager must inform FSU in writing that must include an explanation of the deficiency that caused the disapproval of the request.

5.2 FSU shall submit, by U.S. Postal Service certified mail, each month an invoice by tasks as detailed in the Scope of Services in the following form and address:

Monroe County Planning & Environmental Resources Department
**Subject:** Invoice
**Attn:** Senior Director Mayté Santamaria
2798 Overseas Highway, Marathon, Florida 33050

5.3 FSU shall submit such monthly invoices no later than fifteen (15) calendar days after each monthly Affordable Housing Advisory Committee meeting;

5.4 Any extension of this contract into the County's next fiscal year is contingent upon an annual appropriation by Monroe County.

**Section 6. CONTRACT TERMINATION**

Either party may terminate this contract because of the failure of the other party to perform its material obligations under the Contract. COUNTY may terminate this contract for any reason upon fifteen (15) days written notice to FSU. COUNTY shall pay FSU for work performed through the date of termination.

**Section 7. AUTHORIZATION OF WORK ASSIGNMENTS**

7.1 All work assignments beyond or in addition to Scope of Services – EXHIBIT "A" shall be authorized in writing and approved by the Board of County Commissioners.

7.2 There may be additional instructions or provisions specific to the authorized work in the Scope of Services for the purpose of clarifying certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instruction or provisions shall not be construed as a modification of this Agreement. Authorizations shall be dated and serially numbered.

7.3 FSU shall not assign, sublet or transfer any rights under or interest in (including, but not without limitations, monies that may become due or monies that are due) this Agreement or subsequent Work Assignment without the written consent of the COUNTY, 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 any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**Section 8. NOTICES**

All notices, requests and authorizations provided for herein shall be in a signed document and

shall be hand delivered, or mailed, certified / registered / return receipt requested, or sent by courier service with a signed receipt, to the addresses as follows:

To the COUNTY:

Robert B. Shillinger, County Attorney
1111 12th Street
Key West, FL 33040

and

Roman Gastesi, County Administrator
1100 Simonton Street, Suite 205
Key West, Florida 33040

To FSU:

Gary K. Ostrander, Vice President for Research
Florida State University
874 Traditions Way, SSB 3rd Floor
Tallahassee, Florida 32306-4166

Or addressed to either party at such other addresses as such party shall hereinafter furnish to the other party in writing. Each such notice, request, or authorization shall be deemed to have been duly given when so delivered by hand, courier service with proof of delivery, or, if mailed, when deposited in the mails, registered, postage paid, return receipt requested.

**Section 9. RECORDS**

FSU shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Upon ten (10) business days' written notice and during normal business hours, 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 FSU pursuant to this Agreement were spent for purposes not authorized by this Agreement, FSU shall repay the funds. Any employee or agent of COUNTY granted access to such records shall execute a non-disclosure Agreement prior to being granted such access. The preceding sentence shall not apply to FSU's records to the extent such records are deemed Public Records pursuant to Chapter 119 of the Florida Statutes.

**Section 10. EMPLOYEES SUBJECT TO COUNTY ORDINANCE NOS. 010 AND 020-1990**

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

**Section 11. CONVICTED VENDOR**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not perform work as FSU, a supplier, or as FSU under 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 2 for a period of 36 months from the date of being placed on the convicted vendor list.

**Section 12. GOVERNING LAW, VENUE, INTERPRETATION, COSTS AND FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

**Section 13. SEVERABILITY**

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

**Section 14. ATTORNEY'S FEES AND COSTS**

The COUNTY and FSU 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. The immediately preceding sentence does not alter the limitation on attorney fees under Section 768.28, Florida Statutes. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure. This Agreement is not subject to arbitration.

**Section 15. BINDING EFFECT**

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

**Section 16. AUTHORITY**

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

**Section 17. ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

COUNTY and FSU 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.

**Section 18. COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and FSU 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 FSU specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**Section 19. NONDISCRIMINATION**

COUNTY and FSU 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 FSU 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: Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 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; Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 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; 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; 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; The Americans with Disabilities Act of 1990 (42 USC s. 1201), as may be amended from time to time, relating to nondiscrimination on the basis of disability; Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

**Section 20. COVENANT OF NO INTEREST**

COUNTY and FSU covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**Section 21. CODE OF ETHICS**

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

**Section 22. NO SOLICITATION/PAYMENT**

The COUNTY and FSU 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, FSU agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**Section 23. PUBLIC ACCESS**

The COUNTY and FSU 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 FSU in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by FSU.

Additionally, in accordance with Florida Statute Sec. 119.0701, FSU shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the 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.

**Section 24. NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and FSU 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 25. PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

**Section 26. LEGAL OBLIGATIONS AND RESPONSIBILITIES**

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida Constitution, state statute, and case law.

**Section 27. NON-RELIANCE BY NON-PARTIES**

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

**Section 28. ATTESTATIONS**

FSU 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.

**Section 29. NO PERSONAL LIABILITY**

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

**Section 30. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**Section 31. SECTION HEADINGS**

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

**Section 32. INDEMNIFICATION**

Notwithstanding any minimum insurance requirements prescribed elsewhere in this Agreement, subject to and without waiving the provisions of Section 768.28, Florida Statutes, each party agrees to defend, indemnify, and hold harmless the other party for any and all claims arising out of the wrongful actions of the first party, its employees, contractors, and agents, including (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 FSU or any of its employees, agents, or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of FSU or any of its employees, agents, or other invitees, or (C) FSU'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 negligent acts in part or omissions of the COUNTY or any of its employees, agents, or invitees (other than FSU). 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.

**Section 33. INDEPENDENT CONTRACTOR**

At all times and for all purposes hereunder, FSU is an independent CONTRACTOR and not an employee of the Board of County Commissioners. No statement contained in this Agreement shall be construed so as to find FSU or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor FSU shall provide independent, professional judgment and comply with all Federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

**Section 34. DELAY**

FSU agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this contract. If possible, such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for FSU to complete the work schedule. Such an Agreement shall be made between the parties based on funding availability.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**
**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the 15 day of July 2015.

(SEAL)

Attest: AMY HEAVILIN, CLERK
OF MONROE COUNTY, FLORIDA
By: Cheryl Robertson
Deputy Clerk

**MONROE COUNTY**
**BOARD OF COUNTY COMMISSIONERS**

By: _____
Mayor Danny L. Kolhage

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

_____
PETER MORRIS
ASSISTANT COUNTY ATTORNEY
Date: 7/16/2015

**FLORIDA STATE UNIVERSITY**
Print Name: Gary K. Ostrander

Signature: _____
Title: Vice President for Research

Witness No. 1:
Kelly Starke
(Print Name)

Witness No. 2:
W. Ross Ellington
(Print Name)

Witness No. 1:
_____
(Signature)

Witness No. 2:
_____
(Signature)

STATE OF Florida

COUNTY OF Leon

On this 25th day of June, 2016, before me, the undersigned notary public, personally appeared Gary K. Ostrander who states he is authorized to execute this document, and is known to me to be the person whose name is subscribed above or who produced personally known as identification, and acknowledged that he is the person who executed the document above for the purposes therein contained.

Linda McCorvey
Notary Public (Print Name)

_____
Notary Public (Signature)

LINDA MCCORVEY
Commission # EE 135249
Expires February 3, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

My Commission expires: 02/03/16 (Seal)

## EXHIBIT "A"

**Scope of Services**. Florida State University (hereinafter "FSU") proposes entering into a fixed price, not-to-exceed agreement with Monroe County of $51,000 to assist in the facilitation and management of Monroe County Affordable Housing Advisory Committee (hereinafter "AHAC" or "Committee") meetings, which shall require FSU's facilitator(s) affiliated with the Florida Conflict Resolution Consortium Consensus Center to attend, in-person, up to eight (8) meetings of the AHAC following the undersigned parties' execution of this agreement. FSU's (and facilitator(s) thereof) management and facilitation duties and responsibilities to the Committee shall comprise (including but not limited to):

1. **Prioritizing Discussion Order**: The FSU facilitator(s), at each AHAC meeting, shall propose and recommend to the Committee an order of items to be addressed by the Committee in forthcoming AHAC meetings/agendas, such order being designed to maximize opportunities for the Committee to reach consensus on affordable/workforce housing issues and solutions;

2. **Developing Issue and Solution Identification, Organization, and Evaluation Methods**: The FSU facilitator(s), at each AHAC meeting, shall propose and furnish the Committee with affordable/workforce housing issue and solution identification, organization, and evaluation methods that shall be designed to both measure the Committee's level(s) of support for such affordable/workforce housing issues and solutions and to maximize opportunities for the Committee to achieve consensus regarding such issues and solutions;

3. **Meeting Participation Requirements**: The FSU facilitator(s), at each AHAC meeting, shall ensure a fair process during Committee meetings during which all perspectives shall be considered, enhance opportunity(ies) for consensus building, assist meeting participants to stay focused and on task, and ensure that meeting participants follow discussion rules;

4. **Identifying County Staff Research Issues**: Following each AHAC meeting, and within five (5) days following the conclusion of each such meeting, the FSU facilitator(s) shall provide County staff with research issues identified by the Committee at said meeting;

County staff having the authority to administer local planning or housing programs shall cooperatively support the Committee. County staff's duties and responsibilities will include the design, preparation, and provision of Committee meeting agendas and agenda materials to Committee-members and the public, providing the Committee with Planning & Environmental Resources Department and legal staff support, and developing minutes. County staff shall also ensure that FSU's facilitator(s) is provided with all Ordinance(s), Resolution(s), or such other guidance documents setting forth a current portfolio of the Committee's duly assigned duties and responsibilities.

**Estimated Cost & Budget**. FSU's all-inclusive daily rate for professional facilitation services for this project is calculated at a rate of $1,700 per day. The rate includes professional facilitation staff time, support staff time, project expenses, travel-related expenses, and indirect costs charged by FSU. If requested by the County to participate in and/or provide services in additional meetings, this agreement may be amended using the same daily rate.

**Tasks:**

| | Time: | Cost: |
|---|---|---|
| 1. Organizational planning<br>a. *Pre-meeting survey and report*<br>(20 copies with 1 electronic file)<br>FSU's Fee shall not exceed | 1.5 days | $2,550.00 ✓ |
| 2. Attendance of up to eight (8) monthly Affordable Housing Advisory Committee Meetings. For the duration of this contract, FSU shall participate and facilitate up to 8 meetings.<br>a. *Monthly meeting facilitation*<br>(meeting facilitation, includes up to 4 hours of an AHAC meeting; one 1 monthly coordination meeting with County staff for planning and meeting preparation, monthly progress report, & travel costs and travel time)<br>FSU's Fee each meeting shall not exceed | 3.5 days | $5,950.00 ✓ |

**Total Not-to-Exceed Cost:** $51,000

**CONTRACT INFORMATION FOR WORKING WITH FSU:**

**For Purchase Orders and Agreements with FSU**
**The Supplier/Vendor should be listed as:**
Florida State University
874 Traditions Way, SSB 3rd Floor
Tallahassee, Florida 32306-4166

**FEID # 59-1961248**

**The FSU contact for administration and contracting is:**
Gary K. Ostrander, Vice President for Research
sra-pre@fsu.edu
Office Ph.: 850-644-5260

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: Planning & Environmental Resources

Bulk Item: Yes X No ___ Staff Contact Person/Phone #: Mayté Santamaria 289-2562
Carol Schreck 292-3430

**AGENDA ITEM WORDING:** Presentation of a resolution to the Board of County Commissioners from the Affordable Housing Advisory Committee (AHAC) recommending and supporting the County funding and completing a workforce housing study to support development of inclusionary housing requirements for hospitality and commercial sector to build workforce housing.

**ITEM BACKGROUND:** In 2008, the Monroe County Affordable Housing Advisory Committee (AHAC) was established to comply with requirements in Ch. 420, F.S., related to the County's participation in the State Housing Initiatives Partnership Program (SHIP). At that time, the BOCC created Section 2-701 of the Monroe County Code, which establishes the duties of the AHAC, consistent with the statutory requirements.

In August, 2014, the BOCC approved an agreement with the FCRC Consensus Center, FSU, for professional services on an Affordable Workforce Housing Stakeholder Assessment, in order to assess the current workforce/affordable housing situation in the County and propose a process for developing recommendations to increase the supply of affordable housing. The report recommends that the BOCC assign a number of additional duties to the AHAC to address increasing affordable housing in order to address the current workforce/affordable housing situation.

Per Section 7-201(c) of the code, "the advisory committee may perform additional responsibilities related to affordable housing at the request of the BOCC, including creating best management practices for the development of affordable housing in the community."

The Board of County Commissioners adopted Ordinance 014-2015 amending Section 2-700 of the Monroe County Code to establish the 14 members of the affordable housing advisory committee.

The Board of County Commissioners also adopted Resolution 139-2015 and Resolution 189-2015 to add additional duties to the committee to create a Workforce Housing Development Plan; including assigning Task 10: develop strategies to assist in developing inclusionary housing requirements for hospitality and commercial sector to build workforce housing.

**PREVIOUS RELEVANT BOCC ACTION**: On May 21st, 2008, the Board of County Commissioners adopted Ordinance 014-2008, which created Sections 2-700 through 2-703 of the Monroe County Code to establish the Affordable Housing Advisory Committee, including its membership requirements and assigned duties.

At a regular meeting held on August 20, 2014, the BOCC discussed a possible need to reconvene the Monroe County Affordable Housing Advisory Committee, and also approved an agreement with the FCRC Consensus Center, FSU, for professional services on an Affordable Workforce Housing Stakeholder Assessment.

At the May 20, 2015 BOCC meeting, the BOCC adopted Resolution 139-2015 establishing the duties of the Affordable Housing Advisory Committee.

At a regular meeting held on June 10, 2015, the BOCC adopted Ordinance 014-2015 amending Section 2-700 of the Monroe County Code to establish the 14 members of the affordable housing advisory

committee and directed staff to amend Resolution 139-2015 to add one additional duty to the committee to evaluate and propose additional mechanisms to qualify and monitor the occupants of deed restricted affordable housing.

At the June 10, 2015 BOCC meeting, three additional members were appointed to the committee.

At the July 15, 2015 BOCC meeting, the BOCC adopted Resolution 189-2015 adding one additional duty to the committee to evaluate and propose additional mechanisms to qualify and monitor the occupants of deed restricted affordable housing.

At the October 21, 2015 BOCC meeting, the AHAC provided an update to the BOCC with the submission of a resolution 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.

At the January 20, 2016 BOCC meeting, the BOCC appointed a replacement member to the AHAC to fulfill the position of a member that resigned.

**CONTRACT/AGREEMENT CHANGES: N/A**

**STAFF RECOMMENDATIONS: N/A**

**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 MM OMB/Purchasing ___ Risk Management ___

**DOCUMENTATION:** Included X Not Required___

**DISPOSITION:** _____ **AGENDA ITEM #**_____

**Resolution No. 03-2015**

**A RESOLUTION OF THE MONROE COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, SUPPORT THE COUNTY FUNDING AND COMPLETING A WORKFORCE HOUSING STUDY TO SUPPORT DEVELOPMENT OF INCLUSIONARY HOUSING REQUIREMENTS FOR THE HOSPITALITY AND COMMERCIAL SECTOR TO BUILD WORKFORCE HOUSING.**

---

**WHEREAS,** Goal 601 of the Monroe County Comprehensive Plan directs the adoption of programs and policies to facilitate access by all current and future residents to adequate and affordable housing that is safe, decent, and structurally sound, and that meets the needs of the population based on type, tenure characteristics, unit size and individual preferences; and

**WHEREAS,** on May 21, 2008, the Board of County Commissioners of Monroe County adopted Ordinance 014-2008, which amended the Monroe County Code to establish the Affordable Housing Advisory Committee, including its assigned duties; and

**WHEREAS,** Monroe County Code Section 2-701 includes the specific duties of the Affordable Housing Advisory Committee; and

**WHEREAS,** at a regular meeting held on the 20th of May, 2015, the Board of County Commissioners adopted Resolution 139-2015 assigning additional duties to the Affordable Housing Advisory Committee; and

**WHEREAS,** at a regular meeting held on the 10th of June, 2015, the Board of County Commissioners adopted Ordinance 014-2015 amending Section 2-700 of the Monroe County Code to establish the 14 members of the affordable housing advisory committee and directed staff to amend Resolution 139-2015 to add one additional duty to the committee; and

**WHEREAS,** Task 10 for the Affordable Housing Advisory Committee is to: Develop strategies to assist in developing inclusionary housing requirements for the hospitality and commercial sector to build workforce housing; and

**WHERAS**, Monroe County has not performed such a workforce housing study to specifically develop such inclusionary housing requirements; and

**WHEREAS,** in developing inclusionary housing requirements for the hospitality and commercial sector to build workforce housing, appropriate data and analysis is necessary to establish the workforce need generation; and

**WHEREAS,** a rational nexus of need generation and affordable mitigation needs to be developed;

**NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE:**

The Monroe County Affordable Housing Advisory Committee recommends that the Board of County Commissioners support the County funding and completing a workforce housing study to support development of inclusionary housing requirements for the hospitality and commercial sector to build workforce housing.

**PASSED AND ADOPTED** by the Monroe County Affordable Housing Advisory Committee at a meeting held on the 22nd day of January, 2016.

___YES_____Jim Cameron
___YES_____Capt. Ed Davidson
___YES_____Hana Eskra
___YES_____Bill Hunter
___ABSENT_Warren Leamard
___YES_____Ken Naylor
___ABSENT_Kurt Lewin
___ABSENT_Tim Root
___YES_____Jim Saunders
___YES_____Stephanie Scuderi
___ABSENT_Ed Swift III
___YES_____Randy Wall
___ABSENT_Jodi Weinhofer
___ABSENT_William Wiatt

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 1/25/2016

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: Planning & Environmental Resources

Bulk Item: Yes ___ No X Staff Contact Person/Phone #: Mayté Santamaria 289-2562

**AGENDA ITEM WORDING:** Discussion and direction related to the Administrative Fees included within the ground leases the County has approved for the development of affordable housing and direction on requests to waive the administrative fees which were originally intended to reimburse the County for the coordination of affordable housing.

**ITEM BACKGROUND:** In October 2015, the County received a request from Steven and Jessica Foureman, owners of a affordable housing unit #38 in Islander Village, to waive the 1.5% Administrative Fee stipulated in the Ground Lease between Monroe County and Islander Village, LLC. Per the ground lease, the 1.5% of the purchase price is an administrative fee is to be paid to the County for review of the contract and assistance with coordinating the closing on the Affordable Housing Unit.

The relevant ground lease provision states: ***Section 12.08 Administrative Fees.*** *With the exception of the initial sales by Initial Lessee, the Lessor or its designee shall be entitled to charge three and one-half percent (3½%) of the Purchase Price (gross compensation however described) for any transferred interest (other than simple security mortgage interests or rental agreements) in which Lessor identified the purchaser, as an administrative fee for coordinating the closing on any Affordable Housing Unit, said fee to be paid by the selling Unit Owner at the time of closing. This fee does not include other seller and buyer closing related costs such as title insurance, documentary stamps, intangible taxes, prorated taxes, real estate commissions, insurance, homeowners' assessments, loan expenses and the like, or rental management or processing fees for rental units. In the event Lessor was unable to identify a purchaser, Lessor shall still be entitled to an administrative fee of one and one-half percent (1½ %) of the Purchase Price for review of the contract and assistance with coordinating the closing on the Affordable Housing Unit. After the initial sales by Initial Lessee, the Lessor or its designee shall be authorized to designate closing, escrow and title agents involved in all transactions involving interests subject to this Lease. After the initial sale of each Affordable Housing Unit by Initial Lessee, Lessor or its designee may, initially and from time to time, establish, promulgate, revise and/ or waive all or part of such fees related to the administration of this Lease and any Subleases, but in no event may Lessor increase the amount of the administrative fee to an amount in excess of three and one-half percent (3½%) for an owner who purchased his or her Affordable Housing Unit without actual, constructive or regulatory notice of the potential applicability of a greater percentage fee.*

County staff notified the Fouremans that staff could not administratively waive the Administrative Fee and that the request would need to go before the BOCC. In the interim, the Fouremans have agreed to an escrow agreement to establish an interest-bearing escrow account for the 1.5% Administrative Fee until this matter is presented to the BOCC for direction. Since that date, another buyer (Paul Reed and Sophie Tornek - unit #13 in Park Village) submitted a check for the 1.5% Administrative Fee and did not request a waiver of the fee.

In reviewing this request, County staff has identified that four [*1-Park Village, 2-Flagler Village, 3-Islander Village and 4-Blue Water*] of the six [*1-Park Village, 2-Flagler Village, 3-Islander Village, 4-Blue Water and 5&6- Habitat for Humanity of the Upper Keys*] existing affordable housing ground leases include the same Administrative Fee provision [*the remaining two ground leases with Habitat for Humanity of the Upper Keys include a modified administrative fee provision of 0.005% for the transfer of improvements*] (excerpts from ground leases are attached).

Additionally, staff has not found any evidence of prior payment of the Administrative Fee by affordable housing unit owner-seller(s). (There is one other current pending transaction for unit #13 in Park Village that has placed the 1.5% admin fee in an escrow account). Staff has reviewed sales transaction records and, based on information retrieved, identified that approx. 27 transactions have occurred of units subject to the administrative fee provision (see attached table and summary table below). If the 1.5% administrative fee were collected on these prior sales

(from 2009 to present date), the County would have collected a total of approx. $63,960. As a note, retroactively pursuing prior fees may be legally challenging.

| Location & Unit # | 2nd Sale Amount | Admin Fee Amount from Sale | 2ndTransfer Date | 3rd Sale Amount | Admin Fee Amount from Sale | 3rdTransfer Date | 4th Sale Amount | Admin Fee Amount from Sale | 4th Transfer Date |
|---|---|---|---|---|---|---|---|---|---|
| Islander Village-35 | $299,000 | $4,485 | 3/19/2010 | $0 | 0.00 | 1/4/2011 | | | |
| Islander Village-38 | $315,000 | $4,725 | 10/28/2015 | | | | | | |
| Islander Village-39 | - | - | 6/10/2010 | $270,000 | $4,050 | 9/4/2013 | | | |
| Islander Village-47 | $293,500 | $4,402 | 12/2/2014 | | | | | | |
| Islander Village-73 | $100.00 | $1.50 | 11/14/2012 | $262,500 | $3,937 | 7/14/2014 | | | |
| Park Village-4 | $100.00 | $1.50 | 5/29/2015 | $285,000 | $4,275 | 10/9/2015 | | | |
| Park Village-6 | $265,000 | $3,975 | 5/21/2012 | | | | | | |
| Park Village-10 | $100.00 | $1.50 | 10/26/2010 | $10 | 0.15 | 4/11/2011 | $100 | $1.50 | 4/11/2011 |
| Park Village-13 | $100.00 | $1.50 | 4/2/2015 | $260,000 | $3,900 | Pending | | | |
| Park Village-18 | $100.00 | $1.50 | 9/30/2011 | $289,000 | $4,335 | 8/1/2014 | | | |
| Park Village-19 | $260,000 | $3,900 | 9/17/2014 | | | | | | |
| Park Village-20 | $100.00 | $1.50 | 3/6/2009 | $180,000 | $2,700 | 9/10/2009 | $290,000 | $4,350 | 2/9/2011 |
| Park Village-21 | $100.00 | $1.50 | 11/22/2010 | | | | | | |
| Park Village-22 | $259,000 | $3,885 | 12/17/2013 | | | | | | |
| Park Village-29 | $100.00 | $1.50 | 4/30/2009 | $247,000 | $3,705 | 12/31/2009 | | | |
| Park Village-31 | $250,000 | $3,750 | 10/18/2012 | | | | | | |
| Park Village-33 | $100.00 | $1.50 | 3/13/2009 | $238,000 | $3,570 | 8/21/2009 | | | |
| | **$1,942,400** | **$29,136** | | **$2,031,510** | **$30,472.65** | | **$290,100** | **$4,351.50** | |
| | **TOTAL Potential Admin Fee** | | | | **63,960.15** | | | | |

These funds could have been utilized to help the County contract with another entity for the monitoring and qualifying of affordable housing applicants. As discussed on previous occasions with the BOCC, the County has limited resources for monitoring and qualifying of affordable housing.

**PREVIOUS RELEVANT BOCC ACTION:**

**CONTRACT/AGREEMENT CHANGES: N/A**

**STAFF RECOMMENDATIONS:** Direction on the collecting or waiving of all or a portion of the 1.5% Administrative Fee for future scenarios and requests. Potential options:

- Direct staff to collect admin fee and record the admin fee requirement in the land records
  - Establish an account for collections? Set a threshold for collection admin fees?
- Direct staff to attempt to amend ground leases to eliminate admin fee
- Direct staff to attempt to amend ground leases to set a flat fee per sale transaction
- Direct staff to attempt to amend Habitat ground leases to provide for the same admin fee
- Direct staff to attempt to amend ground leases to match the admin fee provision of the Habitat leases
- Direct staff to investigate if the County can pursue retroactive claims
  - Set a threshold for collection admin fees with legal and admin fees?

Direction on the request from Steven and Jessica Foureman to waive the 1.5% Administrative Fee.

**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 SAW 11/26 OMB/Purchasing ___ Risk Management ___
**DOCUMENTATION:** Included X Not Required ___
**DISPOSITION:** _____ **AGENDA ITEM #** _____

## EXCERPT FROM COUNTY APPROVED GROUND LEASES

### 1. Ground Lease Agreement between Monroe County and Park Village, LLC (July 19, 2006)

Section 12.08 Administrative Fees. With the exception of the initial sales by Initial Lessee, the Lessor or its designee shall be entitled to charge three and one-half percent (3

Page 25 of 53

Doc# 1686283
Bk# 2242 Pg# 770

½ %) of the Purchase Price (gross compensation however described) for any transferred interest (other than simple security mortgage interests or rental agreements) in which Lessor identified the purchaser, as an administrative fee for coordinating the closing on any Affordable Housing Unit, said fee to be paid by the selling Unit Owner at the time of closing. This fee does not include other seller and buyer closing related costs such as title insurance, documentary stamps, intangible taxes, prorated taxes, real estate commissions, insurance, homeowners' assessments, loan expenses and the like, or rental management or processing fees for rental units. In the event Lessor was unable to identify a purchaser, Lessor shall still be entitled to an administrative fee of one and one-half percent (1 ½ %) of the Purchase Price for review of the contract and assistance with coordinating the closing on the Affordable Housing Unit. After the initial sales by Initial Lessee, the Lessor or its designee shall be authorized to designate closing, escrow and title agents involved in all transactions involving interests subject to this Lease. After the initial sale of each Affordable Housing Unit by Initial Lessee, Lessor or its designee may, initially and from time to time, establish, promulgate, revise and/or waive all or part of such fees related to the administration of this Lease and any Subleases, but in no event may Lessor increase the amount of the administrative fee to an amount in excess of three and one-half percent (3 ½ %) for an owner who purchased his or her Affordable Housing Unit without actual, constructive or regulatory notice of the potential applicability of a greater percentage fee.

Language Conferring Monroe County Free Legislative Discretion to Amend Subject Ground Lease's "Affordable Restrictions"?: Yes, at Article I - Definitions.

"Affordable Restrictions" shall mean the affordable or employee housing regulations as set forth in Chapter 9.5 and any other applicable sections of the Monroe County Land Development Regulations or County Code, as hereinafter amended, except that in no event shall the Lessor decrease the lawfully permissible sales price for an Affordable Housing Unit to less than the specified sales price for moderate income housing as set forth in the

Page 3 of 53

Doc# 1686283
Bk# 2242 Pg# 757

Land Development Regulations in effect at the time of execution of this Lease where the effect upon an owner/Sublessee/mortgagee would be to divest such person or entity of value upon which such person reasonably and fairly relied to their detriment. The substance of the Affordable Restrictions may be freely amended in the Lessor's legislative discretion, particularly with respect to administrative, monitoring and enforcement mechanisms, but any such amendment shall not materially diminish the lawfully established and equitably vested resale value or the reasonable alienability of an Affordable Housing Unit. However, Lessor may restrict Affordable Housing Unit resales and rentals to use as "Employee Housing" as defined in the Affordable Restrictions, as amended from time to time. Moreover, Lessor may establish in its Affordable Restrictions "means" or "assets" criteria that limit potential buyer or rental pools. Any such amendment shall not increase Initial Lessee's responsibilities as set forth herein. It is the intent and purpose and shall be the effect of this Lease and any Affordable Restrictions to ensure that the affordability of Affordable Housing Units and dedicated real property upon which they are located is maintained and enforced such that any administrative rule, policy or interpretation thereof, made by Lessor or its designees relating to the maximum total amount of consideration and cost permitted to be in any way involved in a purchase or rental transaction (including but not limited to purchase price, lease assignment fees, rents or any other compensation given or received in or "outside" of a related transaction) shall never exceed the affordability criteria reasonably established by Monroe County for the dwelling units involved. In every case, the construction and interpretation of terms, conditions and restrictions imposed by this Lease and the Affordability Restrictions shall be made in favor of an interpretation that ensures long term affordability benefits for the respective housing resources inure to the benefit of Monroe County, its economy and its community character.

## 2. Ground Lease Agreement between Monroe County and Overseas Redevelopment Company, LLC (Subsequently incorporated into later Sub-Lease Agreement between Overseas and Flagler Village Ltd. Partnership) (September 20, 2006)

**Section 12.08 Administrative Fees. With the exception of the initial sales by Initial Lessee, the Lessor or its designee shall be entitled to charge three and one-half percent (3 ½ %) of the Purchase Price (gross compensation however described) for any transferred interest (other than simple security mortgage interests or rental agreements) in which Lessor identified the purchaser, as an administrative fee for coordinating the closing on any Affordable Housing Unit, said fee to be paid by the selling Unit Owner at the time of closing. This fee does not include other seller and buyer closing related costs such as title insurance, documentary stamps, intangible taxes, prorated taxes, real estate commissions, insurance, homeowners' assessments, loan expenses and the like, or rental management or processing fees for rental units. In the event Lessor was unable to identify a purchaser, Lessor shall still be entitled to an administrative fee of one and one-half percent (1 ½ %) of the Purchase Price for review of the contract and assistance with coordinating the closing on the Affordable Housing Unit. After the initial sales by Initial Lessee, the Lessor or its designee shall be authorized to designate closing, escrow and title agents involved in all transactions involving interests subject to this Lease. After the initial sale of each Affordable Housing Unit by Initial Lessee, Lessor or its designee may, initially and from time to time, establish, promulgate, revise and/or waive all or part of such fees related to the administration of this Lease and any Subleases, but in no event may Lessor increase the amount of the administrative fee to an amount in excess of three and one-half percent (3 ½ %) for an owner who purchased his or her Affordable Housing Unit without actual, constructive or regulatory notice of the potential applicability of a greater percentage fee.**

Language Conferring Monroe County Free Legislative Discretion to Amend Subject Ground Lease's "Affordable Restrictions"?: Yes, at Article I - Definitions, as amended by Amendment No. 1 to Ground Lease (April 15, 2006).

"Affordable Restrictions" shall mean the affordable or employee housing regulations as set forth in Chapter 9.5 and any other applicable sections of the Monroe County Land Development Regulations or County Code, as hereinafter amended, except that in no event shall the Lessor materially and adversely alter the obligations or rights of Lessee under this Lease or decrease the lawfully permissible sales price or rental rate for an Affordable Housing Unit to less than the specified sales price or rental rates for moderate income housing as set forth in the Land Development Regulations in effect at the time of execution of this Lease where the effect upon an owner/Sublessee/mortgagee would be to divest such person or entity of value upon which such person reasonably and fairly relied to their detriment. The substance of the Affordable Restrictions may be freely amended in the Lessor's legislative discretion, particularly with respect to administrative, monitoring and enforcement mechanisms, but any such amendment shall not materially diminish the lawfully established and equitably vested resale value or the reasonable alienability of "home-ownership" Affordable Housing Units, or in the case of rental-only units or projects, shall not materially and adversely diminish or interfere with the Lessee's substantive benefits conferred under this Lease or any of its non-administrative terms. However, Lessor may restrict Affordable Housing Unit resales and rentals to use as "Employee Housing" as defined in



DocN 1764957
BkN 2438 PgN 208

the Affordable Restrictions, as amended from time to time (though not in conflict with LIHTC requirements). Moreover, Lessor may establish in its Affordable Restrictions "means" or "assets" criteria that limit potential buyer or rental pools. Any such amendment shall not increase Initial Lessee's responsibilities as set forth herein. It is the intent and purpose and shall be the effect of this Lease and any Affordable Restrictions to ensure that the affordability of Affordable Housing Units and dedicated real property upon which they are located is maintained and enforced such that any administrative rule, policy or interpretation thereof, made by Lessor or its designees relating to the maximum total amount of consideration and cost permitted to be in any way involved in a purchase or rental transaction (including but not limited to purchase price, lease assignment fees, rents or any other compensation given or received in or "outside" of a related transaction) shall never exceed the affordability criteria reasonably established by Monroe County for the dwelling units involved. In every case, the construction and interpretation of terms, conditions and restrictions imposed by this Lease and the Affordability Restrictions shall be made in favor of ensuring that long term affordability benefits for the respective housing resources inure to the benefit of Monroe County, its economy and its community character. In all cases of conflict between local and federal LIHTC rental, tenant eligibility and other guidelines, Lessee shall be entitled to adhere to governing federal (LIHTC) requirements without being deemed in breach of this Lease or the Affordable Restrictions.

**3. Ground Lease Agreement between Monroe County and Islander Village, LLC (April 18, 2007)**: Contains an Administrative Fee provision at Section 12.08.

> Section 12.08 Administrative Fees. With the exception of the initial sales by Initial Lessee, the Lessor or its designee shall be entitled to charge three and one-half percent (3 ½ %) of the Purchase Price (gross compensation however described) for any transferred interest (other than simple security mortgage interests or rental agreements) in which Lessor identified the purchaser, as an administrative fee for coordinating the closing on any Affordable Housing Unit, said fee to be paid by the selling Unit Owner at the time of closing. This fee does not include other seller and buyer closing related costs such as title insurance, documentary stamps, intangible taxes, prorated taxes, real estate commissions, insurance, homeowners' assessments, loan expenses and the like, or rental management or processing fees for rental units. In the event Lessor was unable to identify a purchaser, Lessor shall still be entitled to an administrative fee of one and one-half percent (1 ½ %) of the Purchase Price for review of the contract and assistance with coordinating the closing on the Affordable Housing Unit. After the initial sales by Initial Lessee, the Lessor or its designee shall be authorized to designate closing, escrow and title agents involved in all transactions involving interests subject to this Lease. After the initial sale of each Affordable Housing Unit by Initial Lessee, Lessor or its designee may, initially and from time to time, establish, promulgate, revise and/or waive all or part of such fees related to the administration of this Lease and any Subleases, but in no event may Lessor increase the amount of the administrative fee to an amount in excess of three and one-half percent (3 ½ %) for an owner who purchased his or her Affordable Housing Unit without actual, constructive or regulatory notice of the potential applicability of a greater percentage fee.

Language Conferring Monroe County Free Legislative Discretion to Amend Subject Ground Lease's "Affordable Restrictions"?: Yes, at Article I - Definitions.

> "Affordable Restrictions" shall mean the affordable or employee housing regulations as set forth in Chapter 9.5 and any other applicable sections of the Monroe County Land Development Regulations or County Code, as hereinafter amended, except that in no event shall the Lessor decrease the lawfully permissible sales price for an Affordable Housing Unit to less than the specified sales price for moderate income housing as set forth in the Land Development Regulations in effect at the time of execution of this Lease where the effect



Doc# 1647623
Bk# 2301 Pg# 368

> upon an owner/Sublessee/mortgagee would be to divest such person or entity of value upon which such person reasonably and fairly relied to their detriment. The substance of the Affordable Restrictions may be freely amended in the Lessor's legislative discretion, particularly with respect to administrative, monitoring and enforcement mechanisms, but any such amendment shall not materially diminish the lawfully established and equitably vested resale value or the reasonable alienability of an Affordable Housing Unit. However, Lessor may restrict Affordable Housing Unit resales and rentals to use as "Employee Housing" as defined in the Affordable Restrictions, as amended from time to time. Moreover, Lessor may establish in its Affordable Restrictions "means" or "assets" criteria that limit potential buyer or rental pools. Any such amendment shall not increase Initial Lessee's responsibilities as set forth herein. It is the intent and purpose and shall be the effect of this Lease and any Affordable Restrictions to ensure that the affordability of Affordable Housing Units and dedicated real property upon which they are located is maintained and enforced such that any administrative rule, policy or interpretation thereof, made by Lessor or its designees relating to the maximum total amount of consideration and cost permitted to be in any way involved in a purchase or rental transaction (including but not limited to purchase price, lease assignment fees, rents or any other compensation given or received in or "outside" of a related transaction) shall never exceed the affordability criteria reasonably established by Monroe County for the dwelling units involved. In every case, the construction and interpretation of terms, conditions and restrictions imposed by this Lease and the Affordability Restrictions shall be made in favor of an interpretation that ensures long term affordability benefits for the respective housing resources inure to the benefit of Monroe County, its economy and its community character.

**4. Ground Lease Agreement between Monroe County and Blue Water Work Force Housing, LLC (February 20, 2008)**: Contains an Administrative Fee provision at Section 12.08.

> Section 12.08 Administrative Fees. With the exception of the initial sales by Initial Lessee, where the Lessor authorizes sales of units for individual home-ownership purposes, the Lessor or its designee shall be entitled to charge three and one-half percent (3 ½ %) of the Purchase Price (gross compensation however described) for any transferred interest (other than simple security mortgage interests or rental agreements) in which Lessor identified the purchaser, as an administrative fee for coordinating the closing on any Affordable Housing Unit, said fee to be paid by the selling Unit Owner at the time of closing. This fee does not include other seller and buyer closing related costs such as title insurance, documentary stamps, intangible taxes, prorated taxes, real estate commissions, insurance, homeowners' assessments, loan expenses and the like, or rental management or processing fees for rental units. In the event Lessor was unable to identify a purchaser, Lessor shall still be entitled to an administrative fee of one and one-half percent (1 ½ %) of the Purchase Price for review of the contract and assistance with coordinating the closing on the Affordable Housing Unit. After the initial sales by Initial Lessee, the Lessor or its designee shall be authorized to designate closing, escrow and title agents involved in all transactions involving interests subject to this Lease. After the initial sale of each Affordable Housing Unit by Initial Lessee, Lessor or its designee may, initially and from time to time, establish, promulgate, revise and/or waive all or part of such fees related to the administration of this Lease and any Subleases, but in no event may Lessor increase the amount of the administrative fee to an amount in excess of three and one-half percent (3 ½ %) for an owner who purchased his or her Affordable Housing Unit without actual, constructive or regulatory notice of the potential applicability of a greater percentage fee.

Language Conferring Monroe County Free Legislative Discretion to Amend Subject Ground Lease's "Affordable Restrictions"?: Yes, at Article I - Definitions.

> "Affordable Restrictions" shall mean the affordable or employee housing regulations as set forth in Chapter 9.5 and any other applicable sections of the Monroe County Land Development Regulations or County Code, as hereinafter amended, except that in no event shall the Lessor materially and adversely alter the obligations or rights of Lessee under this Lease or decrease the lawfully permissible sales price or rental rate for an Affordable Housing Unit to less than the specified sales price or rental rates for moderate income housing as set forth in the Land Development Regulations in effect at the time of execution of this Lease where the effect upon an owner/Sublessee/mortgagee would be to divest such person or entity of value upon which such person reasonably and fairly relied to their detriment. The substance of the Affordable Restrictions may be freely amended in the Lessor's legislative discretion, particularly with respect to administrative, monitoring and enforcement mechanisms, but any such amendment shall not materially diminish the lawfully established and equitably vested resale value or the reasonable alienability of "home-ownership" Affordable Housing Units, or in the case of rental-only units or projects, such as the one contemplated herein, shall not materially and adversely diminish or interfere with the Lessee's substantive benefits conferred under this Lease or any of its non-administrative terms. However, Lessor may restrict Affordable Housing Unit resales and rentals to use as "Employee Housing" as defined in the Affordable Restrictions, as amended from time to time (though not in conflict with LIHTC requirements). Moreover, Lessor may establish in its Affordable Restrictions "means" or "assets" criteria that limit potential buyer or rental pools. Any such amendment shall not increase Initial Lessee's responsibilities as set forth herein. It is the intent and purpose and shall be the effect of this Lease and any Affordable Restrictions to ensure that the affordability of Affordable Housing Units and dedicated real property upon which they are located is maintained and enforced such that any administrative rule, policy or interpretation thereof, made by Lessor or its designees relating to the maximum total amount of consideration and cost permitted to be in any way involved in a purchase or rental transaction (including but not limited to purchase price, lease assignment fees, rents or any other compensation given or received in or "outside" of a related transaction) shall never exceed the affordability criteria reasonably established by Monroe County for the dwelling units involved. In every case, the construction and interpretation of terms, conditions and restrictions imposed by this Lease and the Affordability Restrictions shall be made in favor of ensuring that long term affordability benefits for the respective housing resources inure to the benefit of Monroe County, its economy and its community character. In all cases of conflict between local and federal LIHTC rental, tenant eligibility and other guidelines, Lessee shall be entitled to adhere to governing federal (LIHTC) requirements without being deemed in breach of this Lease or the Affordable Restrictions.

**5. Ground Lease Agreement between Monroe County and Habitat for Humanity of the Upper Keys, Inc. (Harbor Shores) (May 20, 2009)**: Does not contain a presently relevant Administrative Fee provision.

> Section 12.08 Administrative Fees. Lessee may not charge more than one half of one percent (.005%) administrative fee based on the sales price for the transfer of improvements from one sublessee to another.

Language Conferring Monroe County Free Legislative Discretion to Amend Subject Ground Lease's "Affordable Restrictions"?: Yes, at Article I - Definitions.

"Affordable Restrictions" shall mean the affordable or employee housing regulations



DocN 1754036
Bkn 2428 PgN 359

as set forth in applicable sections of the Monroe County Land Development Regulations or County Code, as hereinafter amended, except that in no event shall the Lessor materially and adversely alter the obligations or rights of Lessee under this Lease or decrease the lawfully permissible sales price or rental rate for an Affordable Housing Unit to less than the specified sales price or rental rates for moderate income housing as set forth in the Land Development Regulations in effect at the time of execution of this Lease where the effect upon an owner/Sublessee/mortgagee would be to divest such person or entity of value upon which such person reasonably and fairly relied to their detriment. The substance of the Affordable Restrictions may be freely amended in the Lessor's legislative discretion, particularly with respect to administrative, monitoring and enforcement mechanisms, but any such amendment shall not materially diminish the lawfully established and equitably vested resale value or the reasonable alienability of "home-ownership" Affordable Housing Units, or in the case of rental-only units or projects, shall not materially and adversely diminish or interfere with the Lessee's substantive benefits conferred under this Lease or any of its non-administrative terms. However, Lessor may restrict Affordable Housing Unit resales and rentals to use as "Employee Housing" as defined in the Affordable Restrictions, as amended from time to time. Moreover, Lessor may establish in its Affordable Restrictions "means" or "assets" criteria that limit potential buyer or rental pools. Any such amendment shall not increase Initial Lessee's responsibilities as set forth herein. It is the intent and purpose and shall be the effect of this Lease and any Affordable Restrictions to ensure that the affordability of Affordable Housing Units and dedicated real property upon which they are located is maintained and enforced such that any administrative rule, policy or interpretation thereof, made by Lessor or its designees relating to the maximum total amount of consideration and cost permitted to be in any way involved in a purchase or rental transaction (including but not limited to purchase price, lease assignment fees, rents or any other compensation given or received in or "outside" of a related transaction) shall never exceed the affordability criteria reasonably established by Monroe County for the dwelling units involved. In every case, the construction and interpretation of terms, conditions and restrictions imposed by this Lease and the Affordability Restrictions shall be made in favor of ensuring that long term affordability benefits for the respective housing resources inure to the benefit of Monroe County, its economy and its community character

**6. Ground Lease Agreement between Monroe County and Habitat for Humanity of the Upper Keys (Mandalay) (May 20, 2009)**: Does not contain a presently relevant Administrative Fee provision.

> Section 12.08 Administrative Fees. Lessee may not charge more than one half of one percent (.005%) administrative fee based on the sales price for the transfer of improvements from one sublessee to another.

Language Conferring Monroe County Free Legislative Discretion to Amend Subject Ground Lease's "Affordable Restrictions"?: Yes, at Article I - Definitions.

"Affordable Restrictions" shall mean the affordable or employee housing regulations as set forth in applicable sections of the Monroe County Land Development Regulations or County Code, as hereinafter amended, except that in no event shall the Lessor materially and adversely alter the obligations or rights of Lessee under this Lease or decrease the lawfully permissible sales price or rental rate for an Affordable Housing Unit to less than the specified sales price or rental rates for moderate income housing as set forth in the Land Development Regulations in effect at the time of execution of this Lease where the effect



Doc# 1743452
Bk# 2414 Pg# 494

upon an owner/Sublessee/mortgagee would be to divest such person or entity of value upon which such person reasonably and fairly relied to their detriment. The substance of the Affordable Restrictions may be freely amended in the Lessor's legislative discretion, particularly with respect to administrative, monitoring and enforcement mechanisms, but any such amendment shall not materially diminish the lawfully established and equitably vested resale value or the reasonable alienability of "home-ownership" Affordable Housing Units, or in the case of rental-only units or projects, shall not materially and adversely diminish or interfere with the Lessee's substantive benefits conferred under this Lease or any of its non-administrative terms. However, Lessor may restrict Affordable Housing Unit resales and rentals to use as "Employee Housing" as defined in the Affordable Restrictions, as amended from time to time. Moreover, Lessor may establish in its Affordable Restrictions "means" or "assets" criteria that limit potential buyer or rental pools. Any such amendment shall not increase Initial Lessee's responsibilities as set forth herein. It is the intent and purpose and shall be the effect of this Lease and any Affordable Restrictions to ensure that the affordability of Affordable Housing Units and dedicated real property upon which they are located is maintained and enforced such that any administrative rule, policy or interpretation thereof, made by Lessor or its designees relating to the maximum total amount of consideration and cost permitted to be in any way involved in a purchase or rental transaction (including but not limited to purchase price, lease assignment fees, rents or any other compensation given or received in or "outside" of a related transaction) shall never exceed the affordability criteria reasonably established by Monroe County for the dwelling units involved. In every case, the construction and interpretation of terms, conditions and restrictions imposed by this Lease and the Affordability Restrictions shall be made in favor of ensuring that long term affordability benefits for the respective housing resources inure to the benefit of Monroe County, its economy and its community character

10/20/2015

Monroe County Attorney
PO Box 1026
Key West, Fl 33041

Director – Monroe County Division of
Housing and Community Development
2798 Overseas Highway
Marathon, Fl 33050

Re: Islander Village 5030 5th Ave #38– selling my home

Dear Lessor,

Our names are Steven and Jessica Foureman and we are the owners of 5030 5th Avenue #38, Key West, Fl. 33040 in the Islander Village Community. According the Land Lease we are required to give you notice that I would like to sell my home.

We have found buyer and a purchase contract for $315,000 has been executed. According to the chart provided by Tiffany at the County Growth Management Division the 2015 maximum resale for a 3 br unit is: 4.75 X Median Income of $70,400 = $334,400. Therefore the home is being sold well under the maximum resale price as allowed by code.

The contract and buyer qualification documents have been sent to Tiffany Stankiewicz, Monroe County Planner, for her approval. Our realtor Debbie Batty checked with Tiffany last Friday, submitted final requested documents yesterday, and the approval will be issued this week.

We would like to respectfully request that the 1.5% Administration Fee be waived. It is contemplated in section 12.08 of the lease that it can be waived. It is very difficult for us to pay an administration fee for "review of the contract and assistance with the coordination" when there is no assistance available or provided by Lessor.

If we do not hear from the Lessor within 10 days of this letter we will assume the contract is acceptable, and the waiver of the administration fee is granted.

Please let me know if we can provide any further information regarding this transaction.

Thank you so much for your consideration.

Sincerely ~
Jessica Foureman (Jessica Foureman) 305-587-7331
Steven A. Foureman (STEVEN A. FOUREMAN)

# County of Monroe
## Growth Management Division

**Planning Department**
2798 Overseas Highway Suite #410
Marathon, FL 33050
Voice: (305) 289-2500
FAX: (305) 289-2536

**Board of County Commissioners**
Mayor Danny Kolhage, Dist. 1
Mayor ProTem Heather Carruthers Dist 3
George Neugent, Dist. 2
David Rice, Dist.4
Silvia Murphy, Dist. 5

***We strive to be caring, professional and fair***

October 20, 2015

Mark & Marybeth Barter
25 Calle Uno
Key West, FL 33040

RE: Affordable Housing Application for Unit 38, Islander Village
Real Estate Number 00127400.000138

Dear Mr. & Mrs. Barter

The Planning Department has completed the review your Affordable Housing Application, for property described as follows:

Unit 38, Islander Village, Stock Island, RE: 00127400.000138

The Planning Department acknowledges that:

1) The Affordable Housing Deed Restriction is recorded in the Monroe County Public Records.
2) The applicant(s) qualify under the current income allowances based on submitted documentation for a household of 6.
3) The contract is within allowance.
4) The Certificate of Occupancy was issued on 5/29/2008, as indicated on Building Permit 07103428.

Based on the documentation submitted, I am pleased to let you know that your application for the household qualifies for the Affordable Housing Program. However, be advised that this approval is valid to May 1, 2016, unless the property is homesteaded by that time. If you are not homesteaded you may be required to re-qualify.

The review of your affordable housing application approval considers only County code provision relevant to the qualification process. If you have additional questions please contact me at 305-289-2513.

Sincerely,

Tiffany Stankiewicz
Development Administrator

Doc# 1647623 06/12/2007 4:47PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1647623
Bk# 2301 Pg# 365

# LEASE

# BETWEEN

# MONROE COUNTY

# "LESSOR"

# AND

# ISLANDER VILLAGE, LLC

# "LESSEE"

# DATED April 18, 2007

operation of this Lease and the Affordable Restrictions, it being expressly and irrevocably accepted on behalf of all future Sublessees and all those who would or might succeed to their interests, that these Demised Premises and each and every portion thereof, for the entire Term of this Lease, are to be used as affordable housing according to the Affordable Restrictions. In the event the spouse, heirs, devisees, legatees or beneficiaries of a deceased Owner do not meet the requirements for affordable housing, such persons shall not occupy the premises and shall not be entitled to possession, except and only to the extent that the Lessor permits same, under conditions that it determines furthers the goals and public purposes of this Lease and the Affordable Restrictions. Therefore, in such event, the heirs of the decedent shall, if required by Lessor, transfer their interest in the Affordable Housing Unit in accordance with the provisions of this Article XII and cooperate with the Lessor in accomplishing same. It is the intent of this Lease, to the full extent Florida law permits, that constitutional homestead rights not be construed to inhibit or limit the intended operation of this provision.

Section 12.08 Administrative Fees. With the exception of the initial sales by Initial Lessee, the Lessor or its designee shall be entitled to charge three and one-half percent (3 ½ %) of the Purchase Price (gross compensation however described) for any transferred interest (other than simple security mortgage interests or rental agreements) in which Lessor identified the purchaser, as an administrative fee for coordinating the closing on any Affordable Housing Unit, said fee to be paid by the selling Unit Owner at the time of closing. This fee does not include other seller and buyer closing related costs such as title insurance, documentary stamps, intangible taxes, prorated taxes, real estate commissions, insurance, homeowners' assessments, loan expenses and the like, or rental management or processing fees for rental units. In the event Lessor was unable to identify a purchaser, Lessor shall still be entitled to an administrative fee of one and one-half percent (1 ½ %) of the Purchase Price for review of the contract and assistance with coordinating the closing on the Affordable Housing Unit. After the initial sales by Initial Lessee, the Lessor or its designee shall be authorized to designate closing, escrow and title agents involved in all transactions involving interests subject to this Lease. After the initial sale of each Affordable Housing Unit by Initial Lessee, Lessor or its designee may, initially and from time to time, establish, promulgate, revise and/or waive all or part of such fees related to the administration of this Lease and any Subleases, but in no event may Lessor increase the amount of the administrative fee to an amount in excess of three and one-half percent (3 ½ %) for an owner who purchased his or her Affordable Housing Unit without actual, constructive or regulatory notice of the potential applicability of a greater percentage fee.

## ARTICLE XIII

## Condemnation

Section 13.01 Eminent Domain; Cancellation. If, at any time during the continuance of this Lease, the Demised Premises or any portion thereof is taken, appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceedings and such abatement of the Rent and other

| Unit | # Bedrooms | ROGOnamo | Real Estate No. | Initial Sale Name | Initial Sale Amount | Initial Sale Date | Initial Sale NOTE | Attorney or Title Company on Transfer recorded | 2nd Transfer | 2nd Sale Amount | Adm Fee Percentage | Total Adm Fee Amount from Sale | 2ndTransfer Date | 2nd Sale NOTE | Attorney or Title Company on Transfer recorded | 3rd Transfer | 3rd Sale Amount | Adm Fee Percentage | Total Adm Fee Amount from Sale | 3rdTransfer Date | 3rd Sale NOTE | Attorney or Title Company on Transfer recorded | 4th Transfer | 4th Sale Amount | Adm Fee Percentage | Total Adm Fee Amount from Sale | 4th Transfer Date | 4th Sale NOTE | Attorney or Title Company on Transfer recorded |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 23 | 2 | Islander Village | 00127400-000123 | GOOSELL LINDSAY REGAN | $245,500 | 7/2/2008 | | | | | | | | | | | | | | | | | | | | | | | |
| 32 | 3 | Islander Village | 00127400-000132 | ROMAN JOAN K | $299,800 | 6/5/2009 | | | | | | | | | | | | | | | | | | | | | | | |
| 33 | 3 | Islander Village | 00127400-000133 | MENARD MICHELLE | $299,800 | 9/29/2009 | | | | | | | | | | | | | | | | | | | | | | | |
| 34 | 3 | Islander Village | 00127400-000134 | CASTELLANOS VICTORIA | $299,800 | 7/22/2009 | | | | | | | | | | | | | | | | | | | | | | | |
| 35 | 3 | Islander Village | 00127400-000135 | Thomas, Kelly & Karen | $289,800 | 7/25/2008 | | Spottswood Law Firm | CONFIDENTIAL DATA F.S. 119.07 | $299,000 | 1.50% | $4,485 | 3/19/2010 | | Spottswood Law Firm | CONFIDENTIAL DATA F.S. 119.07 | $0 | 1.50% | $0 | 1/4/2011 | Document re-recorded to include legal description | Spottswood Law Firm | | | | | | | |
| 36 | 3 | Islander Village | 00127400-000136 | COOL KATRINA J | $289,800 | 7/2/2008 | | | | | | | | | | | | | | | | | | | | | | | |
| 38 | 3 | Islander Village | 00127400-000138 | FOUREMAN STEVEN A AND JESSICA L | $289,750 | 7/16/2008 | | Spottswood, Spottswood & Spottswood | Barter, Mark & Marybeth | $315,000 | 1.50% | $4,725 | 10/28/2015 | SUBMITTED ADM FEE WAIVER REQUEST | Debbie Condella, The Closing Dept., Inc. | | | | | | | | | | | | | | |
| 39 | 3 | Islander Village | 00127400-000139 | Hedman, Mitchell J. & Gretchen N. | $289,800 | 6/24/2008 | | Spottswood, Spottswood & Spottswood | Hedman, Gretchen N. | | | | 6/10/2010 | locked file on clerk site. Doc. Type: Family Final Judgement | | WRIGHT KEVIN | $270,000 | 1.50% | $4,050 | 9/4/2013 | | Richard J. McChesney Esq. (Smith- Oropeza, Pl) | | | | | | | |
| 47 | 3 | Islander Village | 00127400-000147 | Surita, Kenneth A. | $299,750 | 6/1/2010 | | Spottswood, Spottswood & Spottswood | WATSON OMAR | $293,500 | 1.50% | $4,403 | 12/2/2014 | | Debbie Condella, The Closing Dept., Inc. | | | | | | | | | | | | | | |
| 71 | 3 | Islander Village | 00127400-000171 | Perez, Xavier & Terese | $299,800 | 5/4/2010 | | Spottswood, Spottswood & Spottswood | SECRETARY OF HOUSING AND URBAN DEVELOPMENT | | | | 2/26/2014 | Deed of Trust | First American Title: Loss Mitigation Title Services 1079.24 | | | | | | | | | | | | | | |
| 73 | 2 | Islander Village | 00127400-000173 | Bridger, Christopher S. | $259,300 | 6/30/2008 | | Spottswood, Spottswood & Spottswood | Bridger, Christopher S. & Julie | $100 | 1.50% | $2 | 11/14/2012 | new deed because of marriage??? Note on doc: Fulfullment of conditions contained int title insuruance commitment | Christopher Bridger | LAMBERSON JIMMY AND MARITZA | $262,500 | 1.50% | $3,938 | 7/14/2014 | | Debbie Condella The Closing Dept. Inc. | | | | | | | |
| 74 | 3 | Islander Village | 00127400-000174 | DALLAS DONNA A | $289,800 | 6/27/2008 | | | | | | | | | | | | | | | | | | | | | | | |
| 75 | 3 | Islander Village | 00127400-000175 | KILFIAN DENNIS | $265,000 | 7/2/2009 | | | | | | | | | | | | | | | | | | | | | | | |
| 81 | 3 | Islander Village | 00127400-000181 | GALLO JOHN AND DAVINA L | $299,800 | 10/16/2009 | | | | | | | | | | | | | | | | | | | | | | | |
| 83 | 3 | Islander Village | 00127400-000183 | MACONI PAUL AND LINDA | $299,800 | 10/29/2009 | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 3 | Park Village | 00131180-000101 | Wortzman, Alysia aka Thibault (married name) | $289,800 | 4/19/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 2 | Park Village | 00131180-000102 | VEACH TYSON | $259,300 | 4/19/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 3 | Park Village | 00131180-000103 | GAUL FRANCESCA | $289,800 | 4/26/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 2 | Park Village | 00131180-000104 | BOGOEFF JASON A | $259,300 | 4/23/2007 | | Spottswood, Spottswood & Spottswood | IBERIABANK | $100 | 1.50% | $2 | 5/29/2015 | Certficate of Sale: Iberia Bank Vs. Bogoeff et al recorded in Public Records 5/29/15 for $100.00 (Property Appraiser records show 5/29/15 as the date of transfer & indicate a sale value of $100.00). Certificate of Title: Iberia Bank Vs. Bogoeff et al recorded in Public Records 6/2/15 for $100.00. | | Ciupuliga, George Paul & Bodian, Ioana Monica | $285,000 | 1.50% | $4,275 | 10/9/2015 | | Charles W. Edgar, III, Esq; Attorney at Law Cherry, Edgar & Smith P.A. | | | | | | | |
| 5 | 3 | Park Village | 00131180-000105 | JEAN JEAN ELIEZAIRE AND MARIE ERICA | $289,800 | 4/26/2007 | corrected lease filed 1/5/2010 | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 2 | Park Village | 00131180-000106 | Waldner, Damian | $259,300 | 4/25/2007 | | Spottswood, Spottswood & Spottswood | Herrera, Laura E. | $265,000 | 1.50% | $3,975 | 5/21/2012 | | The Closing Dept. | SANTANA LAURA E | | | | | No new deed. This may be a name change because of marriage. | | | | | | | | |
| 7 | 3 | Park Village | 00131180-000107 | CERVANTES JACQUELINE AND MICHAEL SEAN | $289,800 | 4/24/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | 2 | Park Village | 00131180-000108 | HATALOVSKY RENE | $259,300 | 4/24/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | 3 | Park Village | 00131180-000109 | MILLER JACK F AND GAIL P | $289,800 | 5/11/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | 2 | Park Village | 00131180-000110 | BRINDISI COREY J | $259,300 | 4/19/2007 | | Spottswood, Spottswood, & Spottswood | BRINDISI COREY J & Autumn D. Brindisi (husband & wife) | $100 | 1.50% | $2 | 10/26/2010 | | Gregory S. Oropeza, Esq. FELDMAN KOENIG HIGHSMITH | BRINDISI COREY J | $10 | 1.50% | $0 | 4/11/2011 | deed showed 10 but prop appraiser showed 0 | | BRINDISI COREY J | $100 | 1.50% | $2 | 4/11/2011 | | Gregory S. Oropeza BARTON SMITH, PL |
| 11 | 3 | Park Village | 00131180-000111 | PRESTON NEDA | $259,300 | 6/11/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | 2 | Park Village | 00131180-000112 | DAVILA STEVEN | $259,300 | 6/11/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | 3 | Park Village | 00131180-000113 | Fernandez, Alberto III | $259,300 | 6/5/2007 | | Spottswood, Spottswood & Spottswood | Key Island Properties, LLC | $100 | 1.50% | $2 | 4/2/2015 | Certficate of Sale: First State Bank... vs Fernandez et al. for $100.00 by Keys Island Properties LLC recorded in Official Records 3/19/15 (Property Appraiser records show 4/2/15 as the date of transfer & indicate a sale value of $100.00). Certificate of Title: First State Bank... vs Fernandez et al recorded in Public Records 4/8/15 for $100.00 by Keys Island Properties, LLC. **Sunbiz information: Title MGR - P: Carney, Gary Address 1201 Simonton St. Key West, FL 33040. All officers and register agent have same address. Status on Sunbiz is Active.** | | PENDING: Paul Redd/Sophie Tomek | $260,000 | 1.50% | $3,900 | Pending | **Pending. Have Adm. Fee in escrow. The Spottwood Office.** | | | | | | | |
| 14 | 2 | Park Village | 00131180-000114 | FULLER WILLIAM HENRY | $289,800 | 6/7/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | 3 | Park Village | 00131180-000115 | KHAN HEATHER R | $259,300 | 6/13/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | 2 | Park Village | 00131180-000116 | TRADER MELISSA M | $289,800 | 6/7/2007 | | | | | | | | | | | | | | | | | | | | | | | |

| Unit | # Bedrooms | ROGOname | Real Estate No. | Initial Sale Name | Initial Sale Amount | Initial Sale Date | Initial Sale NOTE | Attorney or Title Company on Transfer recorded | 2nd Transfer | 2nd Sale Amount | Adm Fee Percentage | Total Adm Fee Amount from Sale | 2ndTransfer Date | 2nd Sale NOTE | Attorney or Title Company on Transfer recorded | 3rd Transfer | 3rd Sale Amount | Adm Fee Percentage | Total Adm Fee Amount from Sale | 3rdTransfer Date | 3rd Sale NOTE | Attorney or Title Company on Transfer recorded | 4th Transfer | 4th Sale Amount | Adm Fee Percentage | Total Adm Fee Amount from Sale | 4th Transfer Date | 4th Sale NOTE | Attorney or Title Company on Transfer recorded |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 17 | 3 | Park Village | 00131180-000117 | PHILLIPS FORNIA ALISON | $259,300 | 6/6/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | 3 | Park Village | 00131180-000118 | Mayer, Daniell | $289,800 | 6/8/2007 | | Spottswood, Spottswood & Spottswood | Mayer, Daniell now known as Danielle Markey & husband Stephen L Markey | $100 | 1.50% | $2 | 9/30/2011 | New Leasehold deed ?? Because now married??? | The Closing Dept. | NICKSIC JACQUELINE MARIE | $289,000 | 1.50% | $4,335 | 8/1/2014 | | The Closing Dept. | | | | | | | |
| 19 | 3 | Park Village | 00131180-000119 | Mormon, Sean | $259,300 | 6/8/2007 | | Spottswood, Spottswood & Spottswood | CONFIDENTIAL DATA F.S. 119.07 | $260,000 | 1.50% | $3,900 | 9/17/2014 | First international Title Inc. | | | | | | | | | | | | | | | |
| 20 | 2 | Park Village | 00131180-000120 | Rodriguez, Angel F Jr. & Amanda L. | $289,800 | 7/18/2007 | | Spottswood, Spottswood & Spottswood | American Home Mortgage Servicing Inc. | ***$100*** | ***1.50%*** | ***$2*** | ***3/6/2009*** | Certficate of Sale: American Home Mortgage Servicing, Inc Vs. Rodriguez et al recorded in Public Records 2/25/09 for $100.00 (Property Appraiser records show 3/06/09 as the date of transfer & indicate a sale value of $100.00). Certificate of Title: Iberia Bank Vs. Bogoeff et al recorded in Public Records 3/3/09 for $100.00. | | Park Village LLC | $180,000 | 1.50% | $2,700 | 9/10/2009 | | Jackie Smith WATSON TITLE INSURANCE AGENCY INC | KOCIS BRANDON S AND KIMBERLY L | $290,000 | 1.50% | $4,350 | 2/9/2011 | | The Closing Dept. |
| 21 | 3 | Park Village | 00131180-000121 | Varela, Natalie | $289,800 | 7/27/2007 | | Spottswood, Spottswood & Spottswood | MACHADO NATALIE VARELA AND ALBERTO | $100 | 1.50% | $2 | 11/22/2010 | New deed because she married? | Erica N. Hughes-Sterling Attorney at Law Spottswood, Spottswood & spottswood | | | | | | | | | | | | | | |
| 22 | 2 | Park Village | 00131180-000122 | Fallon, Marjorie N. | $259,300 | 7/27/2007 | | Spottswood, Spottswood & Spottswood | RANDOLPH DEREK ALLEN JR AND TYLER ANN | $259,000 | 1.50% | $3,885 | 12/17/2013 | | Gregory S. Oropeza Esq., Attorney at Law SMITH OROPEZA PL | | | | | | | | | | | | | | |
| 23 | 3 | Park Village | 00131180-000123 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 | 2 | Park Village | 00131180-000124 | FLEAGLE JOHN | $259,300 | 7/27/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 25 | 3 | Park Village | 00131180-000125 | MCCOSHAM EMELIAN J | | 8/1/2007 | | Spottswood, Spottswood & Spottswood | | | | | | | | | | | | | | | | | | | | | |
| 26 | 2 | Park Village | 00131180-000126 | OTTEY SAULO CARLOS | $259,300 | 7/27/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 27 | 3 | Park Village | 00131180-000127 | CONFIDENTIAL DATA F.S. 119.07 | $289,800 | 9/12/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 28 | 2 | Park Village | 00131180-000128 | CRANNEY TERRI L | $259,300 | 8/14/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 29 | 3 | Park Village | 00131180-000129 | Defilippo, Eric & Nicole L | | 8/10/2007 | No sale amount listed on Property Record Card | Spottswood, Spottswood & Spottswood | OB Keys LLC | ***$100*** | ***1.50%*** | ***$2*** | ***4/30/2009*** | Certficate of Sale: Orion Bank Vs. Defilippo et al. recorded in Public Records 4/16/09 for $100.00 (Property Appraiser records show 4/30/09 as the date of transfer & indicate a sale value of $100.00). Certificate of Title: Orion Bank Vs. Defilippo et al recorded in Public Records 4/30/09 for $100.00 to OB Keys LLC. **Sunbiz: Title MGRM: IB SPE Management, Inc 200 W. Congress St., Lafayette, LA 70501. REGISTER AGENT: C T CORPORATION SYSTEM 1200 South Pine Island Rd. Plantation, FL 33324 SUNBIZ SHOWS STATUS *INACTIVE* LC VOLUNTARY DISSOLUTION 2/13/2012** | | BREUER GUNTHER | $247,000 | 1.50% | $3,705 | 12/31/2009 | | The Closing Dept. | | | | | | | |
| 30 | 2 | Park Village | 00131180-000130 | HEALY EDWARD | $259,300 | 7/31/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 31 | 3 | Park Village | 00131180-000131 | Gerez, Gregory S | $259,300 | 10/18/2007 | | | GEREZ BERCHAM III | $250,000 | 1.50% | $3,750 | 10/18/2012 | | | | | | | | | | | | | | | | |
| 32 | 2 | Park Village | 00131180-000132 | KAHLEY DANIEL V AND BRENDA | $289,800 | 1/29/2008 | | | | | | | | | | | | | | | | | | | | | | | |
| 33 | 2 | Park Village | 00131180-000133 | Harris, Andy | | 9/24/2007 | *No sale amount listed on Property Record Card* | | OB Keys LLC | ***$100*** | ***1.50%*** | ***$2*** | ***3/13/2009*** | Certficate of Sale: Orion Bank Vs. Harris, et al. recorded in Public Records 3/24/09 for $100.00 (Property Appraiser records show 3/23/09 as the date of transfer & indicate a sale value of $100.00). Certificate of Title: Orion Bank Vs. Harris et al recorded in Public Records 4/24/09 for $100.00 to OB Keys LLC. | | WHITE TIMOTHY K AND ALLISON B | $238,000 | 1.50% | $3,570 | 8/21/2009 | | | | | | | | | | |
| 34 | 3 | Park Village | 00131180-000134 | CHURCH ALAN R AND CINDY V | $289,800 | 10/31/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 35 | 2 | Park Village | 00131180-000135 | ALVARAO-VAZQUEZ EDGARDO | $259,300 | 12/10/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 36 | 3 | Park Village | 00131180-000136 | CERVANTES DEBRA A | $289,800 | 9/27/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 37 | 3 | Park Village | 00131180-000137 | GOMEZ DANIEL L | $259,300 | 10/19/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 38 | 2 | Park Village | 00131180-000138 | STOKES ANNE | $289,800 | 11/26/2007 | | | | | | | | | | | | | | | | | | | | | | | |
| 39 | 3 | Park Village | 00131180-000139 | OWENS VAN L | $259,300 | 3/5/2008 | | | | | | | | | | | | | | | | | | | | | | | |
| 40 | 2 | Park Village | 00131180-000140 | Jackson, Deshawn | $289,800 | 11/8/2007 | | | BATTLE CALVIN AND DESHAWN C | | | | 12/5/2014 | Adm. Fee not included in lease. | | | | | | | | | | | | | | | |

| Unit | # Bedrooms | ROGOname | Real Estate No. | Initial Sale Name | Initial Sale Amount | Initial Sale Date | Initial Sale NOTE | Attorney or Title Company on Transfer recorded | 2nd Transfer | 2nd Sale Amount | Adm Fee Percentage | Total Adm Fee Amount from Sale | 2ndTransfer Date | 2nd Sale NOTE | Attorney or Title Company on Transfer recorded | 3rd Transfer | 3rd Sale Amount | Adm Fee Percentage | Total Adm Fee Amount from Sale | 3rdTransfer Date | 3rd Sale NOTE | Attorney or Title Company on Transfer recorded | 4th Transfer | 4th Sale Amount | Adm Fee Percentage | Total Adm Fee Amount from Sale | 4th Transfer Date | 4th Sale NOTE | Attorney or Title Company on Transfer recorded |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | Mandaly: Habitat for Humanity | 00554720-001010 | DELGADO SANTOS AND CYNTHIA | $200,000 | 5/30/2013 | | | | | | | | | | | | | | | | | | | | | | | |
| | | Mandaly: Habitat for Humanity | 00554720-001040 | HERNANDEZ-CASTRO NOYDE | $225,000 | 12/17/2014 | | | | | | | | | | | | | | | | | | | | | | | |
| | | Mandaly: Habitat for Humanity | 00554720-001050 | MEYERS PATRICK JEFFREY | $225,000 | 4/30/2015 | | | | | | | | | | | | | | | | | | | | | | | |
| | | Mandaly: Habitat for Humanity | 00554720-001070 | HERNANDEZ MAYKE | $200,000 | 1/21/2014 | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | **Total** | **$14,990,100** | **No Admin Fee for initial sales** | | | **Total Sales Amount:** | **1,942,400.00** | **Total Fee Amount:** | **29,136.00** | | | | **Total Sales Amount:** | **2,031,510.00** | **Total Fee Amount:** | **30,472.65** | | | | **Total Sales Amount:** | **290,100.00** | **Total Fee Amount:** | **4,351.50** | | | |
| | | | | | | | | | Adm Fee percentage | 1.50% | | | | | | Adm Fee percentage | 1.50% | | | | | | Adm Fee percentage | 1.50% | | | | | |
| | | | | | | | | | Adm Fee | 29,136.00 | | | | | | Adm Fee | $30,473 | | | | | | Adm Fee | $4,352 | | | | | |
| | | | | | | | | | **Total Adm Fee:** | **63,960.15** | | | | | | | | | | | | | | | | | | | |

NOTE: 12/10/2015 Spoke to the Clerks Office rgarding why the Property Appraiser records reflect $100 when the Final Judgement is higher on properties which have a foreclosure. This amount is based on bid so documentary stamps do not have to be paid on the total final judgement.

| No. of Bedrooms | March 2007 Max Sale Price | Feruary, 2008 Max Sale Price | March 2009 Max Sale Price | May 2010 Max Sale Price | June 2011 Max Sale Price | January 2012 Max Sale Price | January 2013 Max Sale Price | December 2013 Max Sale Price | March 2015 Max Sale Price |
|---|---|---|---|---|---|---|---|---|---|
| for one bedroom or efficiency unit | $228,750 | $244,500 | $259,500 | $256,500 | $267,750 | $271,500 | $237,375 | $238,125 | $264,000 |
| two bedroom unit | $259,250 | $277,100 | $294,100 | $290,700 | $303,450 | $307,700 | $269,025 | $269,875 | $299,200 |
| three bedroom unit or more | $289,750 | $309,700 | $328,700 | $324,900 | $339,150 | $343,900 | $300,675 | $301,625 | $334,400 |
| | | | | | | | | | |
| Median Income | $61,000 | $65,200 | $69,200 | $68,400 | $71,400 | $72,400 | $63,300 | $63,500 | $70,400 |

*** 1:30 P.M. CLOSED SESSION ***

# BOARD OF COUNTY COMMISSIONERS
# AGENDA ITEM SUMMARY

Meeting Date: 2/10/16 – KW  Division: County Attorney

Bulk Item: Yes ___ No XX  Staff Contact Person: Bob Shillinger, 292-3470

**AGENDA ITEM WORDING:** An Attorney-Client Closed Session in the matter of *Tropical Bayside Leasing, LLC. v. Monroe County & State of Florida Department of Transportation*, Case No. 15-CA-000115-P.

**ITEM BACKGROUND:**
Per F.S. 286.011(8), the subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. Present at the meeting will be the Commissioners, County Administrator Roman Gastesi, County Attorney Bob Shillinger, Assistant County Attorneys Christine Limbert-Barrows and Chris Ambrosio, special litigation counsel Jeff Hochman, Esq. and a certified court reporter.

**PREVIOUS RELEVANT BOCC ACTION:**
1/20/16 (O-2) BOCC scheduled a closed session in this matter for 2/10/16 in Key West, FL at 1:30 p.m. or as soon thereafter as may be heard

**CONTRACT/AGREEMENT CHANGES:** N/A

**STAFF RECOMMENDATIONS:** N/A

**TOTAL COST:** Court Reporter costs **INDIRECT COST:_____BUDGETED:** Yes ____ No _____

**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

**COST TO COUNTY:** Court Reporter costs **SOURCE OF FUNDS:** _____

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

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

**DOCUMENTATION:** Included _____ Not Required X

**DISPOSITION:**_____ **AGENDA ITEM #**_____

Revised 2/05

*** 1:30 P.M. CLOSED SESSION ***

# BOARD OF COUNTY COMMISSIONERS
# AGENDA ITEM SUMMARY

Meeting Date: 2/10/2016 – KW  Division: County Attorney

Bulk Item: Yes ___ No XX  Staff Contact Person: Bob Shillinger, 292-3470

**AGENDA ITEM WORDING:** An Attorney-Client Closed Session in the 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.

**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:**
1/20/16 (O-4) BOCC scheduled a Closed Session in this matter for 2/10/16 in Key West, Florida at 1:30 p.m. or as soon thereafter as may be heard.

**CONTRACT/AGREEMENT CHANGES:** N/A

**STAFF RECOMMENDATIONS:** N/A

**TOTAL COST:** Court Reporter costs **INDIRECT COST:_____BUDGETED:** Yes ____ No _____

**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

**COST TO COUNTY:** Court Reporter costs **SOURCE OF FUNDS:** _____

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

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

**DOCUMENTATION:** Included _____ Not Required X

**DISPOSITION:**_____ **AGENDA ITEM #**_____

Revised 2/05

# MONROE COUNTY SHERIFF'S OFFICE
## RICHARD A. RAMSAY, SHERIFF

January 14, 2016

Mr. Roman Gastesi, County Administrator
Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

RE: Request for Expenditures from Law Enforcement Trust Fund

Dear Mr. Gastesi:

I would like to request that the Commission authorize the following expenditures from the Law Enforcement Trust Fund:

$ **25,000.00 Take Stock in Children:** to support "scholarships, mentors, projects and events" and to provide state-matching scholarships for low-income families and support the leadership camp experience at the Sheriff's Youth Ranch.

$ **2, 000.00 Military Affairs Committee, Key West:** To support and improve relationships between the military and the civilian communities through public projects and events, specifically to assist with the expenses for the upcoming 2016 Blue Angels Air Show.

**TOTAL: $ 27,000.00**

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: **02/10/2016** 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:** $ 27,000.00 **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

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: __February 10, 2016 _____ Division: ____ BOCC 3_____

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

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

---

**AGENDA ITEM WORDING:**
Approval by the Board of County Commissioners to reappoint Todd German to the RESTORE Act Local Committee with term expiring March, 2017.

---

**ITEM BACKGROUND:**
Monroe County Resolution 094-2013

---

**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

Monroe County Boards and Committees
Appointment Information

| | | |
|---|---|---|
| Board or Committee: | | Monroe County RESTORE Act Committee |
| Commissioner Appointing Member: | | Heather Carruthers / District 3 |
| Name of Member: | | Todd German |
| Address: | | 2315 No Roosevelt Blvd<br>Key West, FL 33040<br>_____<br>_____ |
| Mailing Address: | | 2315 No Roosevelt Blvd<br>Key West, FL 33040<br>_____ |
| Phone Numbers: | Home:<br>Work:<br>Fax:<br>Email: | 305-942-1611<br>_____<br>_____<br>tdgerman@aol.com |
| Date of Appointment:<br>(The date of this BOCC agenda item) | | 2/10/16 |
| Is this a Reappointment? | | Yes _X_ No ___ |
| New Term Expiration Date: | | 2/10/2017 |
| Name of Person Being Replaced: | | n/a |
| Fulfilling Term of: | | n/a |

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016

Division: Mayor / BOCC 3

Bulk Item: Yes X No ___

Department: Heather Carruthers Dist 3

Staff Contact: Carol Schreck (305) 292-3430

---

**AGENDA ITEM WORDING:** Approval of a resolution requesting SB 306/HB 143 be amended to also authorize Counties to qualify as a "*coastal community*" as defined in the proposed bills which create F.S. 403.70325,to allowing qualifying counties to also participate in a pilot program to regulate or ban disposable plastic bags, in addition to municipalities.

---

**ITEM BACKGROUND:** F.S. 403.7033 prohibits local governments from enacting any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction or tax of such auxiliary containers, wrappings, or disposable plastic bags.

House Bill 143 and Senate Bill 306 propose amendments to F.S. 403.7033 and create F.S. 403.70325 authorizing "*...certain municipalities to establish pilot programs to regulate or ban disposable plastic bags.*" and providing a definition of "*coastal community*" defining those municipalities who would qualify to participate. The current bills do not allow for participation by Counties – only municipalities. This resolution requests an amendment to the proposed bills to include those Counties who qualify as a "coastal community" under the definition as proposed and expresses support of these bills with the amendment.

---

**PREVIOUS RELEVANT BOCC ACTION:**
4/15/2015 BOCC adopted *Resolution No. 102a-2015* supporting the initiatives by local governments in Florida to lessen the negative impact of single-use bags on our environment and requesting expansion of state legislation to include counties, in addition to municipalities, and to allow the regulation and/or ban of single-use plastic bags by both municipalizes and counties.

---

**CONTRACT/AGREEMENT CHANGES: N/A**

**STAFF RECOMMENDATIONS:** Approval.

---

**TOTAL COST:** 0 **INDIRECT COST:** _____ **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

**RESOLUTION NO. _____ - 2016**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA REQUESTING PROPOSED SENATE BILL 306 AND HOUSE BILL 143 BE AMENDED TO ALSO AUTHORIZE COUNTIES TO QUALIFY AS A *"COASTAL COMMUNITY"* AS DEFINED IN THE PROPOSED BILLS; PROVIDING FOR THE CREATION OF F.S 403.70325 TO AUTHORIZE THE ESTABLISHMENT OF QUALIFYING PILOT PROGRAMS TO REGULATE OR BAN DISPOSABLE PLASTIC BAGS IN QUALIFYING MUNICIPAL OR COUNTY COASTAL COMMUNITIES; PROVIDING PROGRAM CRITERIA, PROVIDING FOR EXPIRATION OF THE PROGRAM AND PROGRAM REPORTING CRITERIA AND REPORT DISTRIBUTION.**

**WHEREAS** the Board of Commissioners of Monroe County, Florida is charged with safeguarding the public health, safety, and welfare of the residents of the County; and

**WHEREAS**, the wise stewardship of our natural resources involves the protection of Florida's water supplies and natural environment for generations to come; and

**WHEREAS**, protection of the environment is better accomplished by the prevention of contamination and environmental degradation, as opposed to post-contamination, post-degradation, or otherwise after-the fact environmental cleanup and restoration, and

**WHEREAS**, Monroe County is diligent in its efforts to preserve the beautiful environment that supports the tourism industry which is so vital to the economy of Monroe County and the State; and

**WHEREAS**, single-use plastic bags are detrimental because they do not fully degrade in our oceans or land environment and they introduce unsafe chemicals into our environment; and

**WHEREAS**, single-use plastic bags create the potential for death of land and marine animals through entanglement and ingestion; and

**WHEREAS**, the potential long-term and cumulative health and environmental impacts of single-use plastic bags pose a risk to the public health, safety, and welfare of the County's residents; and

**WHEREAS**, the expansive usage of single-use shopping bags and their typical disposal rates creates an impediment to the County's waste reduction and recycling goals while creating unsightly litter; and

**WHEREAS**, single-use plastic bags are difficult to recycle and frequently contaminate material is processed through county's curbside recycling and composting programs; and

**WHEREAS**, reusable bags are considered to be the best option to reduce waste and litter, protect wildlife and conservation resources; and

**WHEREAS**, the Board of County Commissioners acknowledges that some businesses have taken affirmative steps to accomplish this goal and recognizes their proactive efforts; and

**WHEREAS**, F.S. 403.7033 "…*finds that prudent regulation of recyclable materials is crucial to the ongoing welfare of Florida's ecology and economy. As such, the Department of Environmental Protection shall undertake an analysis of the need for new or different regulation of auxiliary containers, wrappings, or disposable plastic bags used by consumers to carry projects from retail establishments.*"; and

**WHEREAS**, "*The analysis shall include input from state and local government agencies, stakeholders, private businesses, and citizens, and shall evaluate the efficacy and necessity of both statewide and local regulation of these materials.*"; and

**WHEREAS**, F.S. 403.7033 prohibits local governments or agencies from enacting "..*any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction or tax of such auxiliary containers, wrappings, or disposable plastic bags.*"; and

**WHEREAS**, on April 15, 2015 the Board passed *Resolution No. 102a-2015* "…s*upporting the initiatives by local governments in Florida to lessen the negative impact of single-use plastic bags on our environment and requesting expansion of state legislation to include counties, in addition to municipalities, to allow the regulation and/or ban of single-use plastic bags by both municipalities and counties.*"; and

**WHEREAS**, the current proposed bills SB 306 and HB 143 authorizes "…*certain municipalities to establish pilot programs to regulate or ban disposable plastic bags*…'; and

**WHEREAS**, SB 306 amends F.S. 403.70325(3) to define the term "*coastal community*" as "…a *municipality that abuts or borders the Gulf of Mexico, the Atlantic Ocean, or a bay.*"; and

**WHEREAS**, if expanded to also provide this authorization to Counties in addition to municipalities, in that Monroe County abuts the Gulf of Mexico and Atlantic Ocean, it would qualify as a "*coastal community*" as defined within the proposed SB 306 and HB 143; and

**WHEREAS**, the Monroe County Board of Commissioners call upon the sponsors to amend SB 306/HB 143 to include language to allow counties, in addition to municipalities with less than 100,000 in population (criteria set by SB 306/HB 143), participate in the pilot program; and

**WHEREAS**, if enacted into law and in accordance with the law, Monroe County may enact an ordinance for the regulation or ban of disposable plastic bags that will take effect no earlier than 1/1/2017 and expires no later than 6/30/2019. Such ordinance may not include any new taxes or fees on the use or distribution of disposable bags; and

**WHEREAS**, if enacted into law, and allowed as a county government to participate, the County may establish a pilot program that will include:

1. Collection of data pertaining to the impact or ban
2. Submit a report on the impact at a public hearing by 4/1/2019
3. Provide report to Florida Department of Environmental Protection (FDEP)

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

Section 1. The Board hereby requests an amendment to the language in the proposed SB 306 and HB 143, creating F.S. 403.70325, to also include those Counties who qualify as a "*coastal community*" under the definition provided in the proposed Senate and House Bill.

Section 2. The Board supports SB 306 and HB 143, with amended language to also include Counties, and expresses its eagerness, by way of this resolution, to participate in a pilot program as authorized under F.S. 403.70325, if enacted, and its related 403.7033.

Section 3. The Clerk is hereby directed to mail a copy of this executed resolution to Governor Rick Scott, Senate President Andy Gardiner, House Speaker Steve Criasfulli, Senator Dwight Bullard and 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 10th day of February, 2016.

**Mayor Heather Carruthers** _____
**Mayor pro tem George Neugent** _____
**Commissioner Danny L. Kolhage** _____
**Commissioner David Rice** _____
**Commissioner Sylvia Murphy** _____

**(SEAL)**
**ATTEST: AMY HEAVILIN, CLERK**

**By:** _____
**Deputy Clerk**

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

**By:** _____
**Mayor Heather Carruthers**

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 1/26/16

# ADDITIONAL BACK-UP

**By** Senator Bullard

39-00415A-16 2016306__

A bill to be entitled

An act relating to disposable plastic bags; creating s. 403.70325, F.S.; authorizing certain municipalities to establish pilot programs to regulate or ban disposable plastic bags; providing program criteria; providing for expiration of the program; directing participating municipalities to collect data and submit reports to the municipal governing body and the Department of Environmental Protection; defining the term "coastal community"; republishing s. 403.7033, F.S.; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 403.70325, Florida Statutes, is created to read:

403.70325 Municipal pilot program for regulation or ban of disposable plastic bags.—

(1) Notwithstanding s. 403.7033, a municipality with a population of fewer than 100,000 which is a coastal community may establish a pilot program to regulate or ban disposable plastic bags. A municipality establishing a pilot program shall enact an ordinance for the regulation or ban of disposable plastic bags that takes effect no earlier than January 1, 2017, and expires no later than June 30, 2019. Such ordinance may not include any new taxes or fees on the use or distribution of disposable plastic bags.

(2) A municipality that establishes a pilot program shall:

(a) Collect data pertaining to the impact of such



**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.

regulation or ban.

(b) By April 1, 2019, submit a report on the impact of such regulation or ban to the governing body of the municipality at a public hearing that is open to comments from the public.

(c) Provide a copy of the report to the department.

(3) As used in this section, the term "coastal community" means a municipality that abuts or borders the Gulf of Mexico, the Atlantic Ocean, or a bay.

Section 2. Section 403.7033, Florida Statutes, is republished to read:

403.7033 Departmental analysis of particular recyclable materials.—The Legislature finds that prudent regulation of recyclable materials is crucial to the ongoing welfare of Florida's ecology and economy. As such, the Department of Environmental Protection shall undertake an analysis of the need for new or different regulation of auxiliary containers, wrappings, or disposable plastic bags used by consumers to carry products from retail establishments. The analysis shall include input from state and local government agencies, stakeholders, private businesses, and citizens, and shall evaluate the efficacy and necessity of both statewide and local regulation of these materials. To ensure consistent and effective implementation, the department shall submit a report with conclusions and recommendations to the Legislature no later than February 1, 2010. Until such time that the Legislature adopts the recommendations of the department, no local government, local governmental agency, or state government agency may enact any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction, or tax of such auxiliary

containers, wrappings, or disposable plastic bags.

Section 3. This act shall take effect upon becoming a law.



**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.

A bill to be entitled

An act relating to disposable plastic bags; creating s. 403.70325, F.S.; authorizing certain municipalities to establish pilot programs to regulate or ban disposable plastic bags; providing program criteria; providing for expiration of the program; directing participating municipalities to collect data and submit reports to the municipal governing body and the Department of Environmental Protection; defining the term "coastal community"; republishing s. 403.7033, F.S.; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 403.70325, Florida Statutes, is created to read:

403.70325 Municipal pilot program for regulation or ban of disposable plastic bags.—

(1) Notwithstanding s. 403.7033, a municipality with a population of fewer than 100,000 which is a coastal community may establish a pilot program to regulate or ban disposable plastic bags. A municipality establishing a pilot program shall enact an ordinance for the regulation or ban of disposable plastic bags that takes effect no earlier than January 1, 2017, and expires no later than June 30, 2019. Such ordinance may not include any new taxes or fees on the use or distribution of



CODING: Words stricken are deletions; words underlined are additions.

disposable plastic bags.

(2) A municipality that establishes a pilot program shall:

(a) Collect data pertaining to the impact of such regulation or ban.

(b) By April 1, 2019, submit a report on the impact of such regulation or ban to the governing body of the municipality at a public hearing that is open to comments from the public.

(c) Provide a copy of the report to the department.

(3) As used in this section, the term "coastal community" means a municipality that abuts or borders the Gulf of Mexico, the Atlantic Ocean, or a bay.

Section 2. Section 403.7033, Florida Statutes, is republished to read:

403.7033 Departmental analysis of particular recyclable materials.—The Legislature finds that prudent regulation of recyclable materials is crucial to the ongoing welfare of Florida's ecology and economy. As such, the Department of Environmental Protection shall undertake an analysis of the need for new or different regulation of auxiliary containers, wrappings, or disposable plastic bags used by consumers to carry products from retail establishments. The analysis shall include input from state and local government agencies, stakeholders, private businesses, and citizens, and shall evaluate the efficacy and necessity of both statewide and local regulation of these materials. To ensure consistent and effective implementation, the department shall submit a report with

conclusions and recommendations to the Legislature no later than February 1, 2010. Until such time that the Legislature adopts the recommendations of the department, no local government, local governmental agency, or state government agency may enact any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction, or tax of such auxiliary containers, wrappings, or disposable plastic bags.

Section 3. This act shall take effect upon becoming a law.

**RESOLUTION NO. 102a - 2015**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, SUPPORTING THE INITIATIVES BY LOCAL GOVERNMENTS IN FLORIDA TO LESSEN THE NEGATIVE IMPACT OF SINGLE-USE PLASTIC BAGS ON OUR ENVIRONMENT AND REQUESTING EXPANSION OF STATE LEGISLATION TO INCLUDE COUNTIES, IN ADDITION TO MUNICIPALITES, TO ALLOW THE REGULATION AND/OR BAN OF SINGLE-USE PLASTIC BAGS BY BOTH MUNICIPALITIES AND COUNTIES.**

**WHEREAS**, Monroe County is diligent in its efforts to preserve the beautiful environment that supports the tourism industry which is so vital to the economy of Monroe County and the State of Florida; and

**WHEREAS**, plastic bags are detrimental because they do not fully degrade in our oceans or land environment and they introduce unsafe chemicals into our environment; and

**WHEREAS**, plastic bags create the potential for death of land and marine animals through entanglement and ingestion; and

**WHEREAS**, the expansive usage of single-use shopping bags and their typical disposal rates creates an impediment to the County's waste reduction and recycling goals while creating unsightly litter; and

**WHEREAS**, single-use plastic bags are difficult to recycle and frequently contaminate material that is processed through the County's curbside recycling and composting programs; and

**WHEREAS**, reusable bags are considered to be the best option to reduce waste and litter, protect wildlife and conserve resources; and

**WHEREAS,** the Board of County Commissioners for Monroe County acknowledges that some businesses have taken affirmative steps to accomplish this goal and recognizes their proactive efforts; and

**WHEREAS**, it is in the public interest for the Board of County Commissioners for Monroe County to encourage and enable the location of a viable reusable bag manufacturing operation in the State of Florida; and

**WHEREAS**, it is in the public interest for the Florida Legislature to provide statewide deregulation of the proliferation of single-use shopping bags; and

**WHEREAS**, if the State does not act to regulate the proliferation of single-use shopping bags the Board of County Commissioners for Monroe County would like to potentially enact regulations governing the use of plastic checkout bags;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

**SECTION 1.** Monroe County is committed to the long-term goal of reducing the harms of plastic pollution on our fragile environment and committed to ensuring a thriving, attractive and safe environment for current and future residents and tourists.

**SECTION 2.** Monroe County does hereby support initiatives to lessen the negative impact of single-use plastic bags specifically, and supports the promotion of reusable shopping bags as the best alternative to single-use plastic or single-use paper bags.

**SECTION 3.** Monroe County supports the State Legislature's action to allow local municipalities in the State of Florida to regulate their own local communities in an effort to alleviate the harms cause by single-use shopping bags; and, therefore, Monroe County opposes any statewide preemption on local efforts to determine the best course of action with regards to protection of the local environment and tourism economy.

**SECTION 4.** Monroe County respectfully requests the State Legislature expand their legislation to also include counties, in addition to municipalities, to allow the regulation and/or ban of single-use plastic bags by both municipalities and counties.

**PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said board held on the 15th day of April, 2015.

| | |
|---|---|
| **Mayor Danny L. Kolhage, District 1** | Yes |
| **Mayor Pro Tem Heather Carruthers, District 3** | Yes |
| **Commissioner George Neugent, District 2** | Yes |
| **Commissioner David Rice, District 4** | Yes |
| **Commissioner Sylvia Murphy, District 5** | Yes |

**Attest: Amy Heavilin, Clerk**

By: _____
**Deputy Clerk**

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

By: _____
**Mayor Danny L. Kolhage**

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
ROBERT B. SHILLINGER, JR.
COUNTY ATTORNEY
Date 4-16-15

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016

Division: Mayor / BOCC3

Bulk Item: X Yes ___No

Department: Heather Carruthers Dist 3

Staff Contact: Carol Schreck (305) 292-3430

---

**AGENDA ITEM WORDING:** Approval of a resolution urging the passage of SB1554/HB 4063 to repeal F.S. 386.209 to allow local control of smoking regulations and urging citizens to recognize the negative impact of second hand smoke and refrain from smoking or using tobacco products on County property.

---

**ITEM BACKGROUND:** F.S. 386.201-2015, T*he Florida Clean Indoor Air Act*, was enacted in 1985 by the Florida Legislature. The purpose is to protect people from the health hazards of secondhand smoke and to implement the Florida health initiative in s.20, Art. X of the state constitution.

HB 4063 and SB 1554 seeks to repeal F.S. 386.209 which preempts regulation of smoking to the state and supersedes any municipal or county ordinance on the subject; however, school districts may further restrict smoking by persons on school district property.

---

**PREVIOUS RELEVANT BOCC ACTION:**
At a 5/1/2014 Special Meeting, the BOCC approved the implementation of a non-tobacco use policy for all new BOCC hires on or after 1/1/2015 as well as a surcharge for new employees, dependents, new retirees, Constitutional Officers, newly elected officials enrolled into the Medical and Prescription Heather Plan who are tobacco users.

---

**CONTRACT/AGREEMENT CHANGES:** N/A

---

**STAFF RECOMMENDATIONS: Approval**

---

**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 RBS OMB/Purchasing _____ Risk Management ____

**DOCUMENTATION:** Included X 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 PASSAGE OF SB 1554/HB 4063 TO REPEAL F.S. 386.209 TO ALLOW LOCAL CONTROL OF SMOKING REGULATIONS; URGING CITIZENS TO RECOGNIZE THE NEGATIVE IMPACT OF SECONDHAND SMOKE AND TO REFRAIN FROM SMOKING OR USING TOBACCO PRODUCTS ON COUNTY PROPERTY; DIRECTING THE COUNTY CLERK TO PROVIDE CERTIFIED COPIES OF THIS RESOLUTION TO CERTAIN MEMBERS OF THE FLORIDA LEGISLATURE AND TO GOVERNOR SCOTT PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, tobacco use is the number one cause of preventable death in the United States; and

**WHEREAS**, the detrimental effects of secondhand smoke on non-smokers is well documented; and

**WHEREAS**, the 2006 Surgeon's General Report found overwhelming evidence that secondhand smoke exposure is a risk to anyone[1] and the Surgeon General of the United States stated that "*..the scientific evidence is now indisputable: second-hand smoke is not a mere annoyance. It is a serious health hazard.*" [2] ; and

**WHEREAS**, secondhand smoke lingers in the air, and its by-products remain on surfaces for extended periods of time, adversely impacting the health of everyone who uses public spaces; and

**WHEREAS**, studies show that infants and children are especially vulnerable to secondhand smoke, suffering more respiratory problems, ear infections, asthma and sudden infant death syndrome as a result of exposure; and pregnant women exposed to secondhand smoke are at increased risk to have low birth-weight babies[3]; and

**WHEREAS**, a published review has determined smoke-free air policies do not have a negative economic impact on businesses[4]; and

**WHEREAS**, F.S. 386.209 states "*Regulation of smoking preempted to state. – This part expressly preempts regulation of smoking to the state and supersedes any municipal or county ordinance on the subject; however, school districts may further restrict smoking by persons on school district property.*"; and

**WHEREAS,** F.S. 386.201-2125, known as "*The Florida Clean Indoor Air Act*", prohibits smoking in: the "*commercial*" use of a private residence; a "*common area*" such as a hallway, corridor, lobby, etc.; designated smoking guest rooms at public lodging establishments and "*enclosed indoor workplace*" areas, as defined in F.S. 386.203, but does not prohibit smoking in areas not specifically defined in T*he Florida Clean Indoor Air Act* such as parks and other recreational areas; and

**WHEREAS,** F.S. 386.209 preempts the regulation of smoking to the state and supersedes any municipal or county ordinance which prevents the County from enacting an enforceable resolution or ordinance to ban secondhand smoke on any County property that is not specifically defined and prohibited under *The Florida Clean Indoor Air Act*; and

**WHEREAS,** the Monroe County Commission believes a smoking ban on all County property, especially County parks, may be an effective way to reduce the impact of secondhand smoke on its citizens and the visitors to the Florida Keys; and

**WHEREAS,** the Monroe County Commission believes decisions affecting the residents of Monroe County and visitors to the Florida Keys should be made at the local level and not pre-empted by state or federal restrictions.

**WHEREAS,** the Monroe County Commission supports the repeal of F.S. 386.209 and encourages the passage and enactment of SB 1554/HB 4063 enabling the County to more effectively protect and ensure the safety and well-being of its citizens and visitors to the Florida Keys; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

Section 1: The Monroe County Commission supports and urges the passage of SB 1554/HB 4063 repealing F.S. 386.209 to allow municipalities and counties to regulate smoking in their communities, especially in public parks where its youth are most often impacted by secondhand smoke.

Section 2: The County Commission urges residents and visitors to always consider the negative impact of secondhand smoke on others and to refrain from smoking on all County-owned property, including parks.

Section 3: The Clerk is hereby directed to transmit a certified copy of this Resolution to Representative Holly Raschein, Senator Dwight Bullard, members of the Florida House and Senate leadership and Governor Rick Scott.

Section 4: This Resolution shall go into effect immediately upon its passage.

**PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 10th day of February, 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 1-27-16

[1] U.S. Department of Health and Human Services. "The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General—Executive Summary." U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, Coordinating Center for Health Promotion, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2006.

[2] U.S. Department of Health and Human Services. New Surgeon General's Report Focuses on the Effects of Secondhand Smoke, 27 June 2006. HHS Press Office

[3] US Department of Health and Human Services. Women and smoking: a report of the Surgeon General. Washington, DC: US Government Printing Office, 2001

[4] Scollo, M., Lal, A., Hyland, A., Glantz, SA. Review of the quality of studies on the economic effects of smoke-free policies on the hospitality industry. Tobacco Control, 12: 13-20, 2003.

**By** Senator Altman

16-01153-16 20161554__

A bill to be entitled

An act relating to the regulation of smoking; repealing s. 386.209, F.S., relating to the preemption to the state of the regulation of smoking; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 386.209, Florida Statutes, is repealed.

Section 2. This act shall take effect July 1, 2016.



**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.

A bill to be entitled

An act relating to the regulation of smoking; repealing s. 386.209, F.S., relating to the preemption to the state of the regulation of smoking; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 386.209, Florida Statutes, is repealed.

Section 2. This act shall take effect July 1, 2016.



CODING: Words stricken are deletions; words underlined are additions.

Select Year: 2015 Go

# The 2015 Florida Statutes

Title XXIX
PUBLIC HEALTH

Chapter 386
PARTICULAR CONDITIONS AFFECTING PUBLIC HEALTH

View Entire Chapter

**386.209 Regulation of smoking preempted to state.**—This part expressly preempts regulation of smoking to the state and supersedes any municipal or county ordinance on the subject; however, school districts may further restrict smoking by persons on school district property.

**History.**—s. 9, ch. 85-257; s. 8, ch. 92-185; s. 10, ch. 2003-398; s. 1, ch. 2011-108.

Copyright © 1995-2016 The Florida Legislature • Privacy Statement • Contact Us

## PART II
## INDOOR AIR: TOBACCO SMOKE

386.201 Popular name.
386.202 Legislative intent.
386.203 Definitions.
386.204 Prohibition.
386.2045 Enclosed indoor workplaces; specific exceptions.
386.205 Customs smoking rooms.
386.206 Posting of signs; requiring policies.
386.207 Administration; enforcement; civil penalties.
386.208 Penalties.
386.209 Regulation of smoking preempted to state.
386.211 Public announcements in mass transportation terminals.
386.212 Smoking prohibited near school property; penalty.
386.2125 Rulemaking.

**386.201 Popular name.**—This part may be cited by the popular name the "Florida Clean Indoor Air Act."

History.—s. 1, ch. 85-257; s. 1, ch. 92-185; s. 1, ch. 2003-398.

**386.202 Legislative intent.**—The purpose of this part is to protect people from the health hazards of secondhand tobacco smoke and to implement the Florida health initiative in s. 20, Art. X of the State Constitution. It is the intent of the Legislature to not inhibit, or otherwise obstruct, medical or scientific research or smoking cessation programs approved by the Department of Health.

History.—s. 2, ch. 85-257; s. 2, ch. 92-185; s. 2, ch. 2003-398.

**386.203 Definitions.**—As used in this part:

(1) "Commercial" use of a private residence means any time during which the owner, lessee, or other person occupying or controlling the use of the private residence is furnishing in the private residence, or causing or allowing to be furnished in the private residence, child care, adult care, or health care, or any combination thereof, and receiving or expecting to receive compensation therefor.

(2) "Common area" means a hallway, corridor, lobby, aisle, water fountain area, restroom, stairwell, entryway, or conference room in a customs area of an airport terminal under the authority and control of the Bureau of Customs and Border Protection of the United States Department of Homeland Security.

(3) "Department" means the Department of Health.

(4) "Designated smoking guest rooms at public lodging establishments" means the sleeping rooms and directly associated private areas, such as bathrooms, living rooms, and kitchen areas, if any, rented to guests for their exclusive transient occupancy in public lodging establishments, including hotels, motels, vacation rentals, transient apartments, transient lodging establishments, roominghouses, boardinghouses, bed and breakfast inns, and the like; and designated by the person or persons having management authority over such public lodging establishment as rooms in which smoking may be permitted.

(5) "Enclosed indoor workplace" means any place where one or more persons engages in work, and which place is predominantly or totally bounded on all sides and above by physical barriers, regardless of whether such barriers consist of or include, without limitation, uncovered openings; screened or otherwise partially covered openings; or open or closed windows, jalousies, doors, or the like. A place is "predominantly" bounded by physical barriers during any time when both of the following conditions exist:

(a) It is more than 50 percent covered from above by a physical barrier that excludes rain, and

(b) More than 50 percent of the combined surface area of its sides is covered by closed physical barriers. In calculating the percentage of side surface area covered by closed physical barriers, all solid surfaces that block air flow, except railings, must be considered as closed physical barriers. This section applies to all such enclosed indoor workplaces and enclosed parts thereof without regard to whether work is occurring at any given time.

(c) The term does not include any facility owned or leased by and used exclusively for noncommercial activities performed by the members and guests of a membership association, including social gatherings, meetings, dining, and dances, if no person or persons are engaged in work as defined in subsection (12).

(6) "Essential services" means those services that are essential to the maintenance of any enclosed indoor room, including, but not limited to, janitorial services, repairs, or renovations.

(7) "Physical barrier" includes an uncovered opening; a screened or otherwise partially covered opening; or an open or closed window, jalousie, or door.

(8) "Retail tobacco shop" means any enclosed indoor workplace dedicated to or predominantly for the retail sale of tobacco, tobacco products, and accessories for such products, in which the sale of other products or services is merely incidental. Any enclosed indoor workplace of a business that manufactures, imports, or distributes tobacco products or of a tobacco leaf dealer is a business dedicated to or predominantly for the retail sale of tobacco and tobacco products when, as a necessary and integral part of the process of making, manufacturing, importing, or distributing a tobacco product for the eventual retail sale of such tobacco or tobacco product, tobacco is heated, burned, or smoked or a lighted tobacco product is tested.

(9) "Secondhand smoke," also known as environmental tobacco smoke (ETS), means smoke emitted from lighted, smoldering, or burning tobacco when the smoker is not inhaling; smoke emitted at the mouthpiece during puff drawing; and smoke exhaled by the smoker.

(10) "Smoking" means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product.

(11) "Stand-alone bar" means any licensed premises devoted during any time of operation predominantly or totally to serving alcoholic beverages, intoxicating beverages, or intoxicating liquors, or any combination thereof, for consumption on the licensed premises; in which the serving of food, if any, is merely incidental to the consumption of any such beverage; and the licensed premises is not located within, and does not share any common entryway or common indoor area with, any other enclosed indoor workplace, including any business for which the sale of food or any other product or service is more than an incidental source of gross revenue. A place of business constitutes a stand-alone bar in which the service of food is merely incidental in accordance with this subsection if the licensed premises derives no more than 10 percent of its gross revenue from the sale of food consumed on the licensed premises.

(12) "Work" means any person's providing any employment or employment-type service for or at the request of another individual or individuals or any public or private entity, whether for compensation or not, whether full or part time, whether legally or not. "Work" includes, without limitation, any such service performed by an employee, independent contractor, agent, partner, proprietor, manager, officer, director, apprentice, trainee, associate, servant, volunteer, and the like. The term does not include noncommercial activities performed by members of a membership association.

(13) "Membership association" means a charitable, nonprofit, or veterans' organization that holds a current exemption under s. 501(c)(3), (4), (7), (8), (10), or (19) or s. 501(d) of the Internal Revenue Code.

History.—s. 3, ch. 85-257; s. 1, ch. 88-266; s. 3, ch. 92-185; s. 42, ch. 94-218; s. 78, ch. 97-101; s. 2, ch. 2000-185; s. 3, ch. 2003-398; s. 10, ch. 2011-119.

**386.204 Prohibition.**—A person may not smoke in an enclosed indoor workplace, except as otherwise provided in s. 386.2045.

History.—s. 4, ch. 85-257; s. 4, ch. 92-185; s. 4, ch. 2003-398.

**386.2045 Enclosed indoor workplaces; specific exceptions.**—Notwithstanding s. 386.204, tobacco smoking may be permitted in each of the following places:

(1) PRIVATE RESIDENCE.—A private residence whenever it is not being used commercially to provide child care, adult care, or health care, or any combination thereof as defined in s. 386.203(1).

(2) RETAIL TOBACCO SHOP.—An enclosed indoor workplace dedicated to or predominantly for the retail sale of tobacco, tobacco products, and accessories for such products, as defined in s. 386.203(8).

(3) DESIGNATED SMOKING GUEST ROOM.—A designated smoking guest room at a public lodging establishment as defined in s. 386.203(4).

(4) STAND-ALONE BAR.—A business that meets the definition of a stand-alone bar as defined in s. 386.203(11) and that otherwise complies with all applicable provisions of the Beverage Law and this part.

(5) SMOKING CESSATION PROGRAM, MEDICAL OR SCIENTIFIC RESEARCH.—An enclosed indoor workplace, to the extent that tobacco smoking is an integral part of a smoking cessation program approved by the department, or medical or scientific research conducted therein. Each room in which tobacco smoking is permitted must comply with the signage requirements in s. 386.206.

(6) CUSTOMS SMOKING ROOM.—A customs smoking room in an airport in-transit lounge under the authority and control of the Bureau of Customs and Border Protection of the United States Department of Homeland Security subject to the restrictions contained in s. 386.205.

History.—s. 5, ch. 2003-398.

**386.205 Customs smoking rooms.**—A customs smoking room may be designated by the person in charge of an airport in-transit lounge under the authority and control of the Bureau of Customs and Border Protection of the United States Department of Homeland Security. A customs smoking room may only be designated in an airport in-transit lounge under the authority and control of the Bureau of Customs and Border Protection of the United States Department of Homeland Security. A customs smoking room may not be designated in an elevator, restroom, or any common area as defined by s. 386.203. Each customs smoking room must conform to the following requirements:

(1) Work, other than essential services defined in s. 386.203(6), must not be performed in the room at any given time.

(2) Tobacco smoking must not be permitted in the room while any essential services are being performed in the room.

(3) Each customs smoking room must be enclosed by physical barriers that are impenetrable by secondhand tobacco smoke and prevent the escape of secondhand tobacco smoke into the enclosed indoor workplace.

(4) Each customs smoking room must exhaust tobacco smoke directly to the outside and away from air intake ducts, and be maintained under negative pressure, with respect to surrounding spaces, sufficient to contain tobacco smoke within the room.

(5) Each customs smoking room must comply with the signage requirements in s. 386.206.

History.—s. 5, ch. 85-257; s. 5, ch. 92-185; s. 79, ch. 97-101; s. 1, ch. 2000-185; s. 1, ch. 2000-370; s. 6, ch. 2003-398.

**386.206 Posting of signs; requiring policies.**—

(1) The proprietor or other person in charge of an enclosed indoor workplace must develop and implement a policy regarding the smoking prohibitions established in this part. The policy may include, but is not limited to, procedures to be taken when the proprietor or other person in charge witnesses or is made aware of a violation of s. 386.204 in the enclosed indoor workplace and must include a policy which prohibits an employee from smoking in the enclosed indoor workplace. In order to increase public awareness, the person in charge of an enclosed indoor workplace may, at his or her discretion, post "NO SMOKING" signs as deemed appropriate.

(2) The person in charge of an airport terminal that includes a designated customs smoking room must

conspicuously post, or cause to be posted, signs stating that no smoking is permitted except in the designated customs smoking room located in the customs area of the airport. Each sign posted pursuant to this section must have letters of reasonable size that can be easily read. The color, design, and precise locations at which such signs are posted shall be left to the discretion of the person in charge of the premises.

(3) The proprietor or other person in charge of an enclosed indoor workplace where a smoking cessation program, medical research, or scientific research is conducted or performed must conspicuously post, or cause to be posted, signs stating that smoking is permitted for such purposes in designated areas in the enclosed indoor workplace. Each sign posted pursuant to this section must have letters of reasonable size which can be easily read. The color, design, and precise locations at which such signs are posted shall be left to the discretion of the person in charge of the premises.

History.—s. 6, ch. 85-257; s. 6, ch. 92-185; s. 687, ch. 95-148; s. 7, ch. 2003-398; s. 10, ch. 2006-2.

**386.207 Administration; enforcement; civil penalties.**—

(1) The department or the Division of Hotels and Restaurants or the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation shall enforce this part based upon each department's specific areas of regulatory authority and to implement such enforcement shall adopt, in consultation with the State Fire Marshal, rules specifying procedures to be followed by enforcement personnel in investigating complaints and notifying alleged violators and rules specifying procedures by which appeals may be taken by aggrieved parties.

(2) Public agencies responsible for the management and maintenance of government buildings shall report observed violations to the department. The State Fire Marshal shall report to the department observed violations of this part found during its periodic inspections conducted under its regulatory authority.

(3) The department or the Division of Hotels and Restaurants or the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation, upon notification of observed violations of this part, shall issue to the proprietor or other person in charge of such enclosed indoor workplace a notice to comply with this part. If the person fails to comply within 30 days after receipt of the notice, the department or the Division of Hotels and Restaurants or the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation shall assess a civil penalty against the person of not less than $250 and not to exceed $750 for the first violation and not less than $500 and not to exceed $2,000 for each subsequent violation. The imposition of the fine must be in accordance with chapter 120. If a person refuses to comply with this part, after having been assessed such penalty, the department or the Division of Hotels and Restaurants or the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation may file a complaint in the circuit court of the county in which the enclosed indoor workplace is located to require compliance.

(4) All fine moneys collected pursuant to this section shall be used by the department for children's medical services programs pursuant to the provisions of part I of chapter 391.

History.—s. 7, ch. 85-257; s. 2, ch. 88-266; s. 1, ch. 89-109; s. 688, ch. 95-148; s. 8, ch. 2003-398.

**386.208 Penalties.**—Any person who violates s. 386.204 commits a noncriminal violation as defined in s. 775.08(3), punishable by a fine of not more than $100 for the first violation and not more than $500 for each subsequent violation. Jurisdiction shall be with the appropriate county court.

History.—s. 8, ch. 85-257; s. 7, ch. 92-185; s. 9, ch. 2003-398.

**386.209 Regulation of smoking preempted to state.**—This part expressly preempts regulation of smoking to the state and supersedes any municipal or county ordinance on the subject; however, school districts may further restrict smoking by persons on school district property.

History.—s. 9, ch. 85-257; s. 8, ch. 92-185; s. 10, ch. 2003-398; s. 1, ch. 2011-108.

**386.211 Public announcements in mass transportation terminals.**—Announcements about the Florida Clean Indoor Air Act shall be made regularly over public address systems in terminals of public transportation carriers located in metropolitan statistical areas with populations over 230,000 according to the latest census. These announcements shall be made at least every 30 minutes and shall be made in appropriate languages. Each announcement must include a statement to the effect that Florida is a clean indoor air state and that smoking is not allowed except as provided in this part.

History.—s. 9, ch. 92-185; s. 11, ch. 2003-398.

**386.212 Smoking prohibited near school property; penalty.**—

(1) It is unlawful for any person under 18 years of age to smoke tobacco in, on, or within 1,000 feet of the real property comprising a public or private elementary, middle, or secondary school between the hours of 6 a.m. and midnight. This section does not apply to any person occupying a moving vehicle or within a private residence.

(2) A law enforcement officer may issue a citation in such form as prescribed by a county or municipality to any person violating the provisions of this section. Any such citation must contain:

(a) The date and time of issuance.

(b) The name and address of the person cited.

(c) The date and time the civil infraction was committed.

(d) The statute violated.

(e) The facts constituting the violation.

(f) The name and authority of the law enforcement officer.

(g) The procedure for the person to follow to pay the civil penalty, to contest the citation, or to appear in court.

(h) The applicable civil penalty if the person elects not to contest the citation.

(i) The applicable civil penalty if the person elects to contest the citation.

(3) Any person issued a citation pursuant to this section shall be deemed to be charged with a civil infraction punishable by a maximum civil penalty not to exceed $25, or 50 hours of community service or, where available, successful completion of a school-approved anti-tobacco "alternative to suspension" program.

(4) Any person who fails to comply with the directions on the citation shall be deemed to waive his or her right to contest the citation and an order to show cause may be issued by the court.

History.—s. 1, ch. 96-217; s. 12, ch. 2003-398.

**386.2125 Rulemaking.**—The department and the Department of Business and Professional Regulation, shall, in consultation with the State Fire Marshal, have the authority to adopt rules pursuant to ss. 120.536(1) and 120.54 to implement the provisions of this part within each agency's specific areas of regulatory authority. Whenever assessing a smoking cessation program for approval, the department shall consider whether the smoking cessation program limits to the extent possible the potential for exposure to secondhand tobacco smoke, if any, to nonparticipants in the enclosed indoor workplace.

History.—s. 13, ch. 2003-398.

**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 26, 2016

SUBJECT: County Divisions' Monthly Activity Report for January 2016

---

MONTHLY ACTIVITY REPORT – JANUARY 2016

**Airports**

## Key West

| | |
|---|---|
| January 6 | Conducted monthly meeting with Airline Managers, discussed upcoming Airshow, construction projects (Ramp Reconstruction Phasing) and other issues. |
| January 6 | Had meeting with CBP on upcoming Phase 2 construction. |
| January 6 | Met with USA Parking to discuss monthly report, financial statement. |
| January 7 | Ground Transportation Resolution amendment – met with Five 6's owner. |
| January 8 | Ground Transportation Resolution amendment – met with Big AL's, KW Cabs, Key Lime, Yellow taxi cab companies…all supported changes including Five 6's. |
| January 9 | Met with NEW Welcoming Center volunteer coordinator Marta on startup of WC for end of month. |
| January 11 | Met with local resident related to limo issues at EYW. Satisfied his concerns for now. |
| January 12 | Submitted Pre-applications to FAA for $15 million dollars in FAA funding for FY 16, both EYW and MTH, the biggest project is construction of the EYW commercial ramp ($10 million). |
| January 13 | Meeting with new City Manager. |
| January 14-15 | Travel and attended Florida Airports Council – newly formed "Training Committee", elected to Airport Manager Certification sub-committee. |
| January 21 | Meeting with MIA, related to upcoming FAC Annual conference in 2017, EYW will be co-sponsor of the event with MIA, Beth and I are working with MIA on the event. |
| January 22 | Met with TSA Assistant Federal Security Director to review airport security issues for EYW. |
| January 26 | Staff meeting with FDOT on project audit for previous years at EYW and MTH. |

## Marathon

| | |
|---|---|
| January 8 | Planning meeting for the Marathon Airport Triennial Disaster Drill. |
| January 8 | Progress meeting for the Marathon Customs project. Participants included Airport staff, County Project Management, and Customs Border Protection Staff. |
| January 13-15 | Attended the Florida Airports Council Legislative Summit in Tallahassee. |
| January 23-24 | Air National Guard conducted Operation Jesse Relief, a training exercise involving C-130 aircraft to simulate medical evacuations during post-disaster relief. |
| January 25 | Miscellaneous Planning Study progress meeting with Commissioner Rice, Don DeGraw, Jacobs, and Ricondo & Associates to review possible options for the |

| | |
|---|---|
| | runway / taxiway separation issue. |
| January 26 | Quarterly fuel farm inspections at MTH. |
| January 28 | Full-Scale Triennial Disaster Drill conducted. Numerous local, state, and federal agencies have been invited to this exercise. |

**Veteran's Affairs**

*CLIENTS ASSISTED*
*VA Phone Calls 689*
*Office Visits 253*
*New Clients 36*
*Field Visits 9*
*Benefits Delivery at Discharge 3*

*TRANSPORTATION PROGRAM*
*Transportation Calls 285*
*Veterans Transported 104*

*FINANCIAL DATA*
The financial data for the months of January totals $ 157,447.81 *this indicates the amount of new revenue brought into Monroe County derived from claims filed by the entire Veterans Affairs department.*

**Sustainability and Special Projects:**

- Hosted a BOCC workshop on release of the GreenKeys Sustainability Action Plan and Sea Level Rise issues facing the County on January 26.
- Hosted a public tour for the second organic muck removal canal project on January 22. Approximately 15 people attended. Work is going well and will be completed by march 1.
- Hosted a retreat for the SE FL Climate Compact on January 14-15 at our Murray Nelson facility in Key Largo.
- The contract for the installation of a Culvert on Canal #277 in Tropical Bay Estates on Big Pine was approved at the January 2016 BOCC for approval. Work will begin soon. The related DEP grant for $50,000 was also approved at the January BOCC.
- The contract for the installation of the two Air Curtains (weed gates) will be presented at the February, 2016 BOCC.
- Work is underway for the conceptual design of the two demo projects for tidal flooding.

**Monroe County Extension Services**

- Number of services provided: 132 phone calls, 21 office visits, 10 visits to clients, 27 learning events with 629 participants, 5 media submissions, and 499 publications distributed. Total Budget for FY 15/16: $212,351.00; Year to Date Expenditures and Encumbrances: $119,867.50; Remaining Balance: $92,483.50; Percentage of budget spent and/or encumbered year-to-date: 56%.

The County Extension Director/Family & Community Development Agent accomplished the following activities:

- Worked with associates in the Southeast Florida Climate Compact to hold a Municipal Energy Strategy workshop where partners from the four-county region (Monroe, Miami-Dade, Broward,

and Palm Beach) learned about best practices and identified strategies which will move implementation of energy management and conservation forward at the local government level.
- Held an Advanced Energy Code workshop and CEU class for 33 local building officials, inspectors, and contractors. The class was taught by a University of Florida specialist and was offered for free as part of a Program for Resource for Efficient Communities Grant.
- Presented local adaptation and mitigation strategies as part of the Natural Resource Leadership Institute sea level rise module.

The Environmental Horticulture Agent accomplished the following activities:
- Attended the Florida Keys Scenic Highway meeting to discuss FDOT right-of-way landscaping issues and to develop a "Welcome to the Florida Keys" sign. Procedures were established for an upcoming maintenance day for Master Gardeners and Upper Keys residents to weed and mulch the native plantings around the sign.
- Set up a horticulture education booth at the Grimal Grove Arts & Chocolate Festival which featured information about countywide plant clinics, composting, and vermicomposting. Gave a lecture about the Community Composting Program with Grimal Grove Youth, and staffed the tropical fruit trees sales booth. Seven Master Gardeners answered 218 clientele questions.
- Attended the Volunteer Florida -Volunteer Generation Fund Conference with Patrick Garvey, Grimal Grove Executive Director. This conference brought together multiple agencies statewide that have volunteer responsibilities. The focus of the training was making connections with other agencies and how to better serve our volunteers through the selection, education, and appreciation for their service and program evaluation.

The Florida Sea Grant Marine Extension Agent accomplished the following activities:
- Was invited by the South Atlantic Fishery Management Council and Florida Sea Grant to develop a citizen science initiative for recreational and commercial fisherman to collect fisheries management data.
- Was appointed to the steering committee to help organize the 10th National Volunteer Monitoring conference in Tampa, May 2016.
- Trained Treasure Village Montessori students in Florida Keys Water Watch; trained the Key West Turtle Club members in microplastics monitoring.

## Fire Rescue

- Applied for the Assistance to Firefighters Grant Program (AFG) requesting funds to purchase new self-contained breathing apparatus (SCBA).
- Issued six (6) Phoenix awards; the successful resuscitation of a cardiac arrest patient.
- Currently equipping the two (2) new fire apparatus pumpers approved by BOCC for purchase in 2015 for placement into service.
- Completed the Emergency Service Department's portion of the State of the County report.
- Attended Fire Rescue East Conference; instructor/inspector divisions receiving CEU's and industry updates.

### Emergency Management

- Participated as evaluators for the Palm Beach Emergency Operations Center at the Palm Beach Emergency Management Headquarters during the St. Lucie Nuclear Power Plant exercise.
- Met with County Engineering Department to update them on the progress of the shelter retrofit project at Miami Fairgrounds, consulted with them on the results of the engineering study to ensure that the project was on the right path, and to confirm their support for the direction of the project going forward.
- Met with the Homeland Security Task Force Southeast (HSTF-SE) Chief of Staff to discuss our county migration readiness and walk him through our Emergency Operations Center.
- Advertised for Emergency Management Senior Planner position after one of the staff resigned.

- Successfully completed mid-year Scope of Work review to satisfy the State's Emergency Management criteria.

**EMS/Trauma Star**

- Trauma Star flew thirty (30) patients to mainland hospitals for definitive care.
- Received unannounced State Bureau of Emergency Medical Services inspection of ground ambulance, air ambulance, personnel records, controlled substance procedures and storage, MCFR received a perfect score, zero deficiencies.
- Completed configuration to allow the LifePak monitors EKG and Code Summary reports to be imported into our electronic patient care reports.
- Provided Patient Follow up information and patient outcomes to responding crews for three (3) Trauma Alert patients.
- Provided Medical examiners report to responding crews for two (2) cardiac arrest patients.
- Conducted two (2) day EMS training and orientation for one (1) new hire.
- Completed Flight Medic training and final evaluations for two (2) paramedics to move to Flight Medic Status.
- Continued with field training of paramedics on quality assurance/billing issues of ePCR reports.

**KWIA (EYW)**

- Participated in Key West MLK Day Parade.
- Participated with Marathon International Airport in FAA's full-scale tri-annual Airport Emergency Plan (AEP) drill.
- Conducted quarterly Airport Operations Safety and Fueling inspection.
- Station 7 responded to a total of ten (10) incidents at KWIA, including five (5) EMS emergencies and one (1) aircraft alert.
- Placed in service one additional AED, located in KWIA administration area.

**Fire Marshal**

- Completed FFIRS and NFIRS incident reporting to the State for the 2015 CY.
- Plans Review for Permitting: 43
- Project Development Review: 1
- Reported Fire Inspections : 7
- Requested Preliminary Fire Inspections: 3
- Special Events Application Review: 5
- New Fire Hydrant Placement / Location: 25
- Sugarloaf School Safety Day: In attendance, 553 students, 55 faculty/staff, unknown number of parents.

**Fire Academy/Training**

- Delivered Fire Officer 1 course to ten (10) employees.
- Orientation training held for one (1) new hire.
- Started Emergency Medical Responder course for ten (10) volunteer members.
- Target Solutions – continuing education and SOP training, online.
- Training academy classroom construction underway.

## Social Services

OAA, Older Americans Act Programs:

Nutrition (Information in this section is for the period 11/21/2015 - 12/20/2015:

- C-1 Congregate Meals totaled 1604 units during this period.
- C-2 Home Delivered Meals Hots totaled 312 units, and Home Delivered Meals Frozen totaled 4030 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 11/21/2015-12/20/2015):

- III-B Chore: 14.5 units this period, 26.50 unit's year-to-date, 14.51% achieved.
- III-B Screening and Assessment: 0 units this period, 24.25 units year-to-date, 99.88% achieved.
- III-B Homemaking/Personal Care: 0 units this period, 453 units year-to-date, 100% achieved.
- III-E Screening and Assessment: 0 units this period, 41.75 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: 0 units this period, 206.5 units year-to-date, 83% year-to-date-achieved.
- III-E Facility Respite: 860.5 units this period, 4547.5 units year to date, 89% year-to-date achieved.

Non-OAA Programs:

CCDA (Community Care for Disabled Adults) for December2015:

- Case Management: 13.25 units for the month were produced; 98.75 units year-to-date.
- Homemaking: 145 units for the month were produced; 796 units year-to date.
- Home-Delivered Meals: 80 meals for the month were provided; 475 meals year-to-date.
- Personal Care: 69 units for the monthly were produced; 332.25 units year-to-date.
- Overall Program Achievement was 55.5% achieved, 14% underachieved.

CCE (Community Care for the Elderly) for the period 11/21/2015-12/20/2015:

- Case Management: 18.00 units for the period and 250.25 unit's year-to-date. 31.80% achieved year-to-date.
- Case Aide: 0 unit achieved and 0 unit year-to-date, 0 % achieved year-to-date.
- Companionship: 9.00 units achieved and 65 units year-to-date, 5.69% 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: 552.50 units for the period and 3292.50 units year-to-date 52.06% achieved year-to-date. There are 58 clients on the waiting list.
- Specialized Medical Equipment: 0 unit for the period and 0 unit year-to-date, 0% achieved year-to-date.
- Personal Care: 392 units for the period and 2597 units year-to-date. 48.14% achieved year-to-date. There are 25 clients on the waiting list.
- Respite: 159 units for the period and 749.50 units year-to-date. 77.27% achieved year to date. There are 4 clients on the waiting list.

CCE overall is at 43.42% achievement. We are 6.58% underachieved

ADI (Alzheimer's Disease Initiative) for the period 11/21/2015-12/20/2015: 276.00 units were produced for IN HOME RESPITE and 1695.00 units year to date, 44% achieved to date. units for this period for FACILITY RESPITE are 932.25 and 3965.45 year to date. 91 % achieved to date.

HCE (Home Care for the Elderly Program) for the period 12/16/15-1/15/16: 9.75 billable units this period, 97.50 billable units year-to-date at the beginning of the contract year, 46.34 % achieved.

**Monroe County Transit**

- One-way trips provided: 1,248
- Unduplicated clients served: 191
- Special Needs Clients registered: 500
- Deposited Revenue: $1,5995.00
- Periods Expenditures: $32,821.09
- Percentage Spent Fiscal YTD: 15.9%

**Social Services Department**

- Incoming calls, provision of information and referrals 147
- 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 | 32 | |
| Unduplicated Welfare client households that received service | 64 | |
| New Welfare cases receiving service | 32 | |
| Low Income Home Energy Assistance Program cases- | 13 | $4,050.00 |
| Low Income Crisis Assistance cases – | 21 | $3,941.71 |
| Home and field visits | 2 | |

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 | 33 | |

Office visits reflects the number of visitors that come into to all three locations of our Social Services offices throughout the month.

| | | |
|---|---|---|
| Prescriptions | 1 | $149.99 |
| HCRA | 4 | |
| SHIP cases | 3 | |

**Bayshore Manor**

Bayshore Manor's current census is ten residents. The current census is three private pay and seven subsidize residents. Bayshore Manor provided 243.75 hours of OA3E respite care and 0 hours of ADI care this month. Bayshore Manor has six OA3E clients and no ADI clients.

There are three clients on the waiting list.

| | |
|---|---|
| Revenue for January 2016 | $21,106.26 |
| Expenditures for the same period | $42,444.36 |
| Percentage of the budget spent year to date | 22.82% |

## ENGINEERING / ROADS

***Card Sound Bridge Repair Project*** – Pre-construction meeting is scheduled for January 28, 2016; contractor working on identifying staging areas.

***Card Sound Toll Study*** – Staff provided details of staffing, operating costs and revenue for long range business plan.

***Lake Surprise Estates Roadway and Drainage Improvement Project –*** Engineer of Record is revising plans based on completed preliminary analysis to adapt for sea level rise. Contractor is progressing with work that is not impacted by proposed revisions.

***Roadway and Drainage Improvement Program*** – County received four responses to the Request for Qualifications (RFQ) for the Stock Island II (Maloney/McDonald Avenue) Roadway Improvement Project Engineering Design and Permitting services on January 14th. Staff will rank responses.

***Key Largo I Roadway and Drainage Improvement Project –*** Staff provided calculation of the minimum desired elevation to address nuisance flooding and sea level rise to Engineer of Record. Based on survey data provided by EOR two roads on the bayside will require adaptation. Anticipate 90% plans in March.

***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 approved in January. Anticipate scheduling kick off meeting in February.

***No Name Key Bridge Repair Project*** – Final construction audit was performed on January 6, 2016; work is complete and contractor is finishing up and demobilizing. Project is ready for close out.

***Pigeon Key Ramp Repair Project*** – Report is under review in FDOT Electronic Plans Review database; staff discussed increased cost of construction and potential funding with FDOT. Review meeting with FDOT scheduled for February 8, 2016.

***Sexton Cove Roadway and Drainage Improvement Project –***Preparing construction bid documents for bid advertisement in February/March 2016.

***Stock Island Roadway and Drainage Improvement Project –*** 90% plans were received on January 22nd; staff will review and provide comments in preparation of a public information meeting.

***US 1 Bayside Pedestrian Bridge –*** Pre-construction meeting was held on January 14, 2016; contractor beginning submittals and working with FKEC on utility coordination.

***9th Avenue Stock Island Drainage Project –*** Project complete. Engineer of Record creating digital record drawings from as built.

***Grouper Lane (Key Largo) Drainage Project –*** Contractor has completed the work except for the final asphalt overlay and striping.

***Duck Key Security District Cameras*** – Equipment has been ordered.

***Garrison Bight Bridge Repair Project*** – Contract approved in January; working with consultant to schedule kick off meeting.

***Sugarloaf Boulevard Bridge Replacement Project –*** Surveying is underway; consultant preparing typical section and other exhibits for presentation to Sugarloaf homeowners at February 23rd Homeowners' meeting.

**ROAD DEPARTMENT**

**Lower Keys**

- Mulch deliveries - 12 loads, with a total of 42 tons of mulch, savings of $5,187.00 in dump fees.
- Chip/brush -16 miles.
- Right of Ways mowed -20 miles.
- Weed eating -10 miles.
- Cold patch pot holes- 4.5tons.
- Road sweeping- 8 miles.
- Cleaned off french drains and add recycled rock at Driftwood Drive, Key Haven.
- Hauled EZ Street from General Asphalt in Miami to Key West Public Works Compound.
- Sign Technician - 26 locates; 46 signs; and 23 posts.

**Emergency after Hour Calls**

- 01/16/16-Several County Signs down/damaged.
- 01/16/16-Assist at Airport manhole cover overflowing with wastewater.
- 01/22/16-Tree down on roadway at East Shore Drive, Summerland Key.

**Upper Keys**

- Buzz bar/chipper operation - 29.65 miles.
- Mowing operation - 92.56 miles.
- Trench drains/swales rock used -288 feet/40 tons #4 rocks used.
- Sweeping operation - 116.6 miles.
- Shoulder work - 861 feet/106 tons of #57 rock used.
- Sign Department - 60 new signs installed, 21 new posts installed and 17 locates performed.
- Material pick up @ CEMEX in Kendell - 127.13 tons
- Tree removal/stump grinding - 2 trees/3 stumps.
- Bucket work - 6 subdivisions.
- Pot holes repaired - 2 subdivisions/250 lbs. cold patch used.
- Trash pickup - 46 bags.
- Safety Meetings - 11/24/2015, 12/4/2015, and 01/22/2016.

**Special Projects / Other Work**

- Cone off traffic light at the 100MM with 100 cones because of malfunctioning traffic light, picked up cones when light was fixed.
- Move old phone poles from Magnolia to Harry Harris Park for Parks Department.
- Pick up and dispose of seaweed at Harry Harris Park for Parks Department.
- Repair shoulder/drain on Shared Use Path.

**Card Sound Report**

- Mowing operation - 21 miles.
- Trash pickup - 2,180 lbs.
- Miles driven to pick up trash - 110 miles

**Tolls Not Collected**

- $4,786.00 due to heavy traffic.

## PROJECT MANAGEMENT / FACILITIES

***Marathon Customs Facility***- New completion date estimated for late February 2016. All fire suppression issues airport wide have been resolved.

***Senior Nutrition Center***- ILA sent to Key West Housing Authority for review.

***Magnolia Street/Public Works***- Construction proceeding on schedule.

***Harvey Government Center Paint***- Under Construction.

***Crawl Key Fire Academy***- Construction proceeding on schedule.

***Higgs Beach-Atlantic Boulevard Relocation***- Coordinating with Key West to resolve major and minor modifications to the 30% design.

***Higgs Beach-Sand***- TDC grant pulled for lack of funds.

***Higgs Beach-Water feature***- TDC grant pulled for lack of funds.

***Higgs Beach-Nature Center***- TDC grant pulled for lack of funds.

***Bernstein Park***- Bids under review.

***Summerland Fire Station***- Land purchase scheduled to close in February 15th.

***Plantation Key Government Center***- Site plan application to be completed and submitted by February 10th.

***Marathon Library***- Programming.

# JOB BOARD (FUNDED

JOBS 2015)

| | DESCRIPTI | | | | | CONSTRUCTI | | | NOTE | |
|---|---|---|---|---|---|---|---|---|---|---|
| # | TAS | PM | ALT/PM | | LOCATIO | STATUS | | BUDGET | FIRM | ACCOUN |
| 1 | Big Pine Swim Hole | CR | DB | VD | LOWER | | Reviewing conceptuals | $ 2,000,000.00 | Little John | |
| 2 | MEN Sidewalks | CR | DB | CK | UPPER | | County Permitting | UKN | MC | |
| 3 | MEN Marquee | CR | DB | CK | UPPER | | Apply for TDC grant | UKN | MC | |
| 4 | Harry Harris Shed | CR | DB | CK | UPPER | | 60% review complete | $ 25,000.00 | Horn | |
| 5 | Key Largo Park Residence | CR | DB | CK | UPPER | | Engineer behind schedule | $ 50,000.00 | Horn | 304-24000-560620-CG1505 |
| 6 | Marathon Customs Fac | CR | DS | VD | MIDDLE | | Fire suppression complete occ. On Feb 6th | $ 1,010,000.00 | MBI | 63588-560620-GAMD73/63587-560620-GAMD72 |
| 7 | Rowells Marina | CR | DS | CK | UPPER | | RFQ in final FDOT review | $ 130,000.00 | | TAD Grant encumbered 11/18/15 |
| 8 | Murray Nelson Generator | CR | DS | CK | UPPER | | Contract at the clerks office for execution | $ 90,000.00 | Horn/CSA | 304-24000-560630-CG1411 |
| 9 | Marathon IT HVAC | CR | JY | VD | MIDDLE | | Contract at the clerks office for execution | $ 7,500.00 | CSA | 304-24000-560620-CG1514 |
| 10 | PK WW Decomm | CR | DB | VD | UPPER | | 60% review complete | $ 225,000.00 | CSA | 304-23000-560630-PE1301 |
| 11 | Roth WW Decomm | CR | DB | VD | UPPER | | 60% review complete | $ 150,000.00 | CSA | 304-23000-560630-PE1301 |
| 12 | Big Pine Park Vista | VD | DB | | LOWER | | Permitting | $ 500,000.00 | Stantec | |
| 13 | Reynolds St. Vista | VD | DB | | LOWER | | 95 % design due Feb 5 | $ 500,000.00 | Stantec | |
| 14 | BPK Docks | DB | CR | VD | LOWER | | Mangrove trimming | UKN | | |
| 15 | Senior Nutrition Center | CK | DB | | LOWER | | ILA sent to Key West Housing Authority | $ 660,000.00 | Horn | 102-22500-530310 |
| 16 | Jefferson Brown Chillers | DB | VD | | LOWER | | Survey underway | $ 158,000.00 | TYLinn | |
| 17 | Jefferson Brown Comm Tower | CK | DB | | LOWER | | Requesting an unsolicited proposal | | TYLinn | |
| 18 | Summerland FS | DB | DS | VD | LOWER | | Land closes Feb 15th | $ 4,500,000.00 | | 314-26008-560620-CP1501 |
| 19 | PK Fuel Station Relocation | DB | DS | CK | UPPER | | Application for abandonment being prepared | $ 250,000.00 | | |
| 20 | Ellis Renovations | DB | DS | CK | UPPER | | Programming | $ 250,000.00 | Horn | |
| 21 | Magnolia St. Public Works | DB | DS | VD | UPPER | | construction on schedule | $ 1,250,000.00 | CSA | 304-24000-560620-CG1416 |
| 22 | Higgs Beach Sand Phase 1 | DB | JY | VD | LOWER | | Design rejected by FDEP | $ 100,000.00 | TYLinn | LAP |
| 23 | Higgs Beach Sand Phase 2 | DB | JY | VD | LOWER | | TDC grant pulled for lack of funds | $ 1,500,000.00 | TYLinn | LAP |
| 24 | Gato Ext Painting | VD | DB | | LOWER | | under construction | $ 98,000.00 | Bender | 304-24000-560620-CG1510 |
| 25 | Harvey Ext Painting | CK | DB | | LOWER | | under construction | $ 180,000.00 | Bender | |
| 26 | PK Court House | DS | DB | | UPPER | | Pre App submitted | $ 16,000,000.00 | CSA | 314-26008-560620-CP1503 |
| 27 | Cotton Property | DS | DB | | LOWER | | Negotiating one year lease | $ 25,000.00 | Horn | |
| 28 | Sugarloaf Fire Dorm | DS | DB | | LOWER | | Community/Tower negotiations | $ 300,000.00 | | |
| 29 | Fleet Wash Stations | JY | CR | CK | AL | | On hold for more scoping | $ 200,000.00 | | |
| 30 | Bernstein Park | JY | CR | CK | LOWER | | Reviewing bid responses | $ 5,100,000.00 | Horn | 304-25000-560630-CC1403 |
| 31 | MCDC & MCSO Lighting | CR | JY | VD | LOWER | | Under contract | $ 360,000.00 | | 304-24000-560620-CG1515 |
| 32 | MCSO Roof | JY | CR | VD | LOWER | | will RFP after Chiller replacement | $ 158,000.00 | | |
| 33 | Ramp Repairs | JY | CR | VD | LOWER | | Permitting with USACOE | $ 180,000.00 | Keith & Sc | 157-62520-530340 |
| 34 | Marathon Library | JY | CR | VD | MIDDLE | | Programming | $ 3,500,000.00 | SRS | 304-25000-560620-CC1401 |
| 35 | Crawl Key Fire Training | JY | CR | VD | MIDDLE | | On schedule | $ 2,100,000.00 | Horn | 314-26008-560620-CP1502 |
| 36 | Transfer Stations Office | CK | JY | | MIDDLE | | 60% design review complete | $ 1,000,000.00 | Pike | 414-40000-560620 |
| 37 | Med Examiners Chillers | VD | CR | JY | MIDDLE | | Chiller ordered | $ 80,000.00 | Contractor | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 38 | Pigeon Key Fire Sprinklers | JY | DB | CK | LOWER | | Engineer reviewing design | $ | 185,000.00 | Contractor | |
| 39 | East Martello ADA upgrades | CR | CK | | LOWER | | RFP will publish end of January | $ | 300,000.00 | MBI | Grant due Jan 2016 |
| 40 | Atlantic St Relocation | JY | DB | CK | LOWER | | Working with Key West to resolve design issues | $ | 3,500,000.00 | TYLinn | |
| 41 | KW Light House | JY | DB | CK | LOWER | | Light House complete ahead of schedule | $ | 635,000.00 | Bender | 117-77040-530340-TM57492X |
| 42 | Marathon Annex, Repairs | JY | DB | VD | MIDDLE | | In design | $ | 110,000.00 | Horn | 304-24000-560620-CG1509 |
| 43 | Pidgeon Key Roof | JY | DB | CK | MIDDLE | | grant approved. Reviewing bids | $ | 65,000.00 | | 119-79040-530340-TM59622X |
| | | | | | | | | $ | 47,431,500.00 | | |

On Schedule On budget
Slightly delayed Schedule or Budget Changes
Off Schedule Off Budget

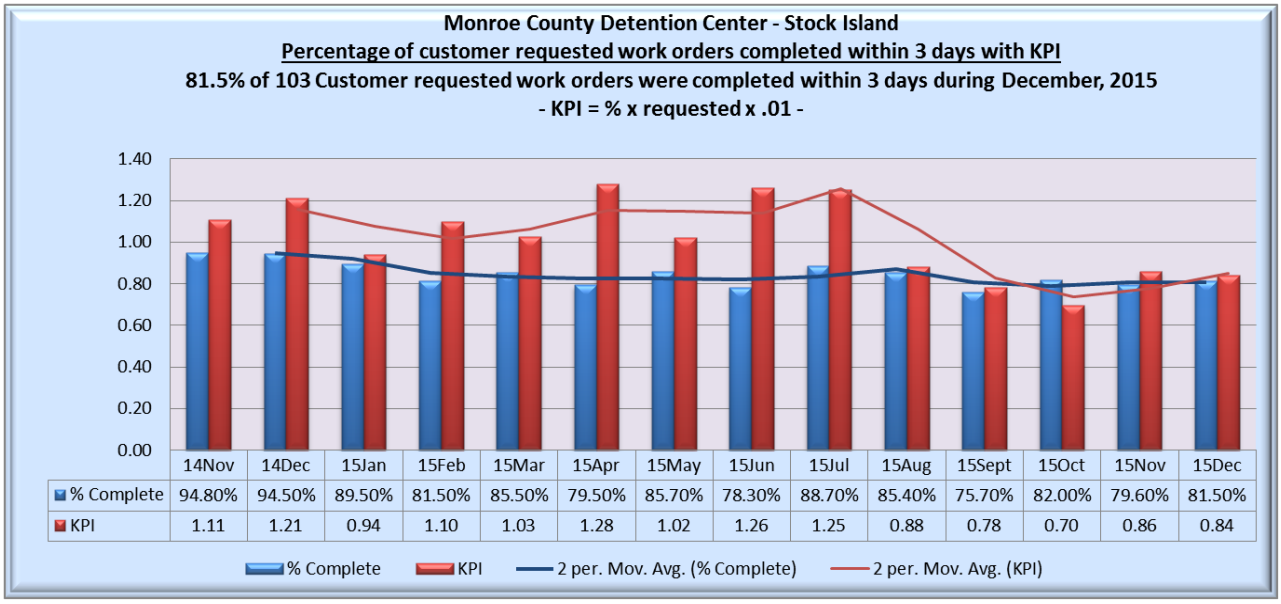
**CORRECTION FACILITIES**

***Stock Island Detention Center***

- Warranty repair for Elevator 1 & 2 was completed.
- Warranty repair for new dish machine was completed.

***Juvenile Justice Building***

- Generator day tank was cleaned and repaired




| | 14Nov | 14Dec | 15Jan | 15Feb | 15Mar | 15Apr | 15May | 15Jun | 15Jul | 15Aug | 15Sept | 15Oct | 15Nov | 15Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| % Complete | 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% | 81.50% |
| KPI | 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 | 0.84 |

**FACILITIES MAINTENANCE/PARKS & BEACHES**

**LOWER KEYS**

- Completed upgrade of the water level sensing and control system from float type to a Multitrode system at the Wilhelmina Harvey Park stormwater system.
- Replaced exhaust fan motors at the Records Facility and Key West Garage.
- Removed one Air Purification System Ion Generator from one air handler at the Freeman Justice Center and shipped out for repairs.
- Replaced air conditioning condenser unit servicing the Courthouse Property Appraisers Computer Room.
- Replaced three heating coils for the Bayshore Manor air conditioning system.
- Replaced A/C air handler motor at Stock Island Fire Station 2nd floor.
- Replaced compressor, condenser fan motor, heat exchanger, contactors and sensors on the Key West Library A/C chiller system.
- Completed exterior painting of the Key West DMV building.
- Started floor repairs at the Key West Lighthouse Gift Shop.
- Continued construction of added closets at Bayshore Manor.
- Continued extensive interior painting of the Key West Library.
- Continued replacement of the Key West Lighthouse perimeter wall wood fence pickets.

- Started purchase order request package for the Lester Building 3rd floor interior painting contract.
- Painted picnic tables at Higgs Beach Park, Lester Building 1st floor hallway and Historic Courthouse interior doors.

**UPPER KEYS**

***Murray Nelson Government Center***

- Provided assistance in (9) events.
- Resolved (2) plumbing issues.
- Replaced (2) parking lamps and (8) lamps.
- Painted walls and organized shop.
- Contractor replaced a relay on the cooling tower.

***Plantation Key Courthouse***

- Replaced carpet in jury's room
- Replaced (4) lamps and (1) photocell.
- Resolved (1) plumbing issue.
- Repaired roof leak.
- Painted floor, covered electric outlets, and removed trash from the A/C mechanical room on 2nd floor
- Contractor fixed A/C unit in State Attorney's Office.

***Ellis Building***

- Cleaned air conditioning vents in Court room B.
- Replaced ceiling tiles and adjusted beams in Courtroom B.
- Replaced toilet paper dispensers in all the bathrooms.
- Resolved (2) plumbing issues.
- Repaired A/C in Property Appraiser's Office.
- Replaced (10) lamps.
- Repaired some roof leaks in Courtrooms A & B.

***Carpenter Shop***

- Repaired front door.

***Spottswood Building***

- Provided assistance to the Social Services Department office in repairing a file drawer and building a canopy above their main access door.

***AARP***

- Repaired paper towel dispenser.

***Islamorada Library***

- Installed (14) lamps and (1) ballast.

***Animal Shelter***

- Performed a temporary repair on the roof.

***Layton Key Fire Station***

- Installed a 240 volt electric line for an air compressor.

***Ocean Reef Building Department***

- Installed blinds on the front door.

**PARKS & BEACHES**

***Key Largo Park***

- Repaired ice machine.
- Resolved (2) plumbing issues.
- Replaced (1) lamp in duplex kitchen.

***Old Settlers Park***

- Installed name bricks for plants throughout the park.

***Rowells Marina***

- Disposed of A/C unit and picked up trash throughout Rowell's Marina.
- Repaired water leak on exterior pipe.
- Removed old electrical underground wires.

***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.
- Harry Harris Park is scheduled for Softball and Baseball games.
- (16) Employees attended the Monthly Safety training.

**FLEET MANAGEMENT**

- Garage staff completed safety training *Avoiding Eye Injuries*.
- Received 27 acceptable bids for recently advertised surplus vehicles.
- Three garages combined provided preventative maintenance and completed approximately 85 unit safety inspections.
- Three garages combined opened and/or completed approximately 180 work orders.
- Three garages combined processed and distributed approximately 8,500 gallons of unleaded gasoline and 2,500 gallons of diesel fuel.
- Key West garage mechanics diagnosed, ordered parts and are now repairing Transportation Department bus in-house after outsourced contractor gave up and returned the vehicle without resolving problems.
- Established new apprentice mechanic training format for potential in-house training of new entry level mechanics.
- Received and processed 1 new cargo trailer for Upper Keys Parks/Beaches Department.
- Received 1 new Ford F150 pick-up trucks for Public Works Department.
- Key West Garage Mechanics performed major repair of Road Department's brush/wood chipper.
- Generator Tech assisted with fuel system issues at Key West Jail.
- Processed new sewer cleanout truck for Road Department and prepped for service.
- Ordered 2 new zero turn mowers for Road Department.

- Ordered 2 new Ford Escapes; one each for Emergency Management and Project Management Departments.
- Ordered 2 new vehicles for Building Department.
- Ordered 1 new brush/wood chipper for Card Sound.
- Ordered 2 new F550 crew/dump trucks for Public Works Departments.
- Ordered 1 new F350 dump truck for Facilities Maintenance Department
- Ordered 4 new front end loaders for Road 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 met with, Director of Resort Experience, Megan Libby of Hawks Cay Resort. Mrs. Libby and the new owners want to start recycling at the resort. The resort has 430 rooms, numerous restaurants, fitness clubs and marinas. Staff is compiling a report with recycling options for each location. Staff has another meeting set with the Directors of the resort, engineering and the marketing department to discuss implementing the programs and how to inform the guests, staff and produce advertisements on social media for future guests. Staff will have meetings with each department and their staff to educate them on the proper way to recycle and issues they may face. Staff will provide each department with informational brochures and flyers to help employees and guests.
- Staff continues to update 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 has begun to prepare the Florida Department of Environmental Protection's annual solid waste and recycling report. This report is used to show the county's recycling rate in the state of Florida and the progress Monroe County is making towards 75% goal mandated by the state. Staff suspects Monroe County with the implementation of the new residential recycling carts, increased commercial recycling and the new county yard waste program that Monroe County will be close to the state goal.
- Staff met with Louise Lucero of Key Largo Harbor Marina to discuss starting a recycling program at the marina. Staff is preparing a few options for Ms. Lucero to present to the home owners association. Staff will help with implementing the program chosen and provide county recycling brochures to all participants.
- Staff has made arraignments to attend the Florida Keys Wildlife Refuges Outdoor Fest. Staff will set up an informational booth. Staff will provide recycling and household hazardous waste brochures along with reusable shopping bags to the attendee's.
- Staff has reached out to Chris Sante, owner of Coral Sands Trailer Park, in Key Largo. Staff has had multiple calls from his tenants about the lack of recycling available at the

property. Some of these tenants used the Magnolia Street recycling center before it closed, but find it difficult to make it to the county transfer station do to transportation restraints. Staff will present Mr. Santé with a proposal for recycling on the property and the potential cost savings to his company. Staff will also talk with Mr. Santé about recycling at the other properties he owns in the Upper Keys.

- Staff helped with household hazardous waste collections at the Key Largo, Long Key and Cudjoe Key transfer stations.

**Hazardous Material Department**

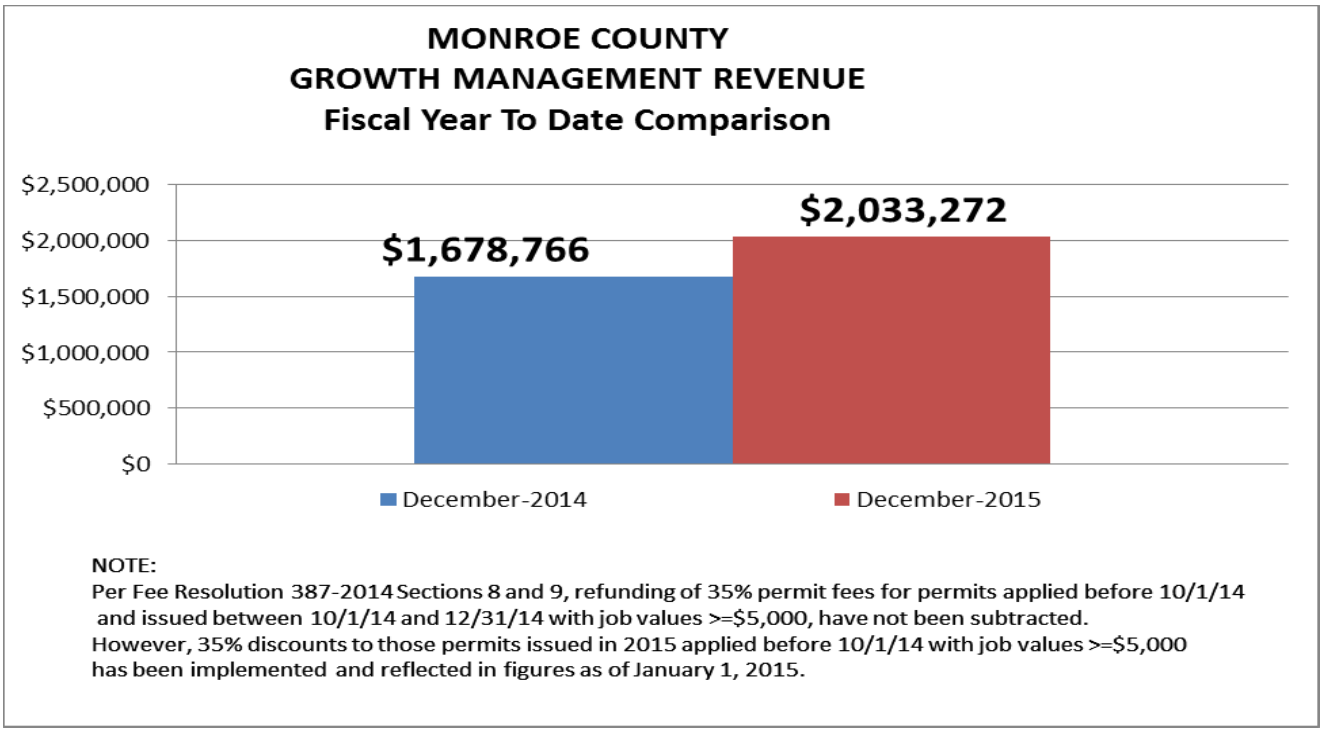
- Staff held five household hazardous waste (HHW) collections in January and accepted material from 93 Monroe County residents and businesses.
- Staff filled 22 boxes of electronic waste to be recycled, weighing approximately 14,000 pounds, during this month.
- Staff recycled over 1,600 pounds of lead sealed batteries; and recycled 80 pounds of rechargeable batteries.
- Staff crushed 110 fluorescent, and mercury containing bulbs in house.
- Our Hazardous and E-Waste Commercial Collection participants included: Monroe County Facilities, Nearshore Electric, Small Dog Electronics
- Staff accumulated two 55 gallons drums of aerosol cans.
- Staff recycled 555 gallons of contaminated fluids.
- Staff bulked 275 gallons of latex paints and 110 gallons of oil based 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 December-2014 | Total Revenue FYTD as of December-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 | $95,837 | $98,172 |
| Building Book/Copy/etc. | 180-369001-GM | $14,689 | $32,432 | $42,711 | $30,000 | $6,995 | $11,409 |
| Building-Income from Permits/Applicat | 180-322005-SG | $2,303,328 | $3,204,868 | $3,799,806 | $3,350,000 | $762,392 | $908,475 |
| Certificate of Competency/Contractor E | 180-322103-SG | $22,665 | $142,873 | $44,258 | $145,000 | $4,988 | $76,180 |
| Code Compliance | 148-341916-SG/148-354001-SG | $488,442 | $503,372 | $641,623 | $535,000 | $127,717 | $248,835 |
| Education Fees - Building | 158-322005-SG | $45,799 | $44,834 | $32,469 | $0 | $6,291 | $7,645 |
| Education Fees - Plan & Environ. | 158-322006-SG | $15,634 | $20,595 | $58,710 | $0 | $12,730 | $13,240 |
| Education Fees - Fire | 158-322007-SG | | | $4,480 | $0 | $1,190 | $1,030 |
| Environmental Mitigation | 160-351400-SP | $128,478 | $500,863 | $435,006 | $255,000 | $57,337 | $62,344 |
| Fire Marshal | 148-341906-SG | $26,775 | $33,191 | $331,093 | $275,000 | $150,362 | $35,904 |
| Flood Review (sub-account of Building | 180-322005-SG | $0 | $0 | $510 | $0 | $170 | $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 | $13,806 | $37,279 |
| Conservation Land Purchase (ROGO Bo | 158-341905-SG | $0 | $12,697 | $6,349 | $0 | $6,349 | $28,129 |
| 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 | $227 | $13 |
| Radon/DCA | 180-341904-SG | $31,160 | $42,803 | $87,347 | $42,000 | $8,006 | $11,198 |
| Recovery/DBPR | 180-341908-SG | $31,099 | $42,719 | $0 | $42,000 | $8,006 | $11,198 |
| Wastewater | 310-000000-325100-GM | $561,067 | $458,218 | $136,846 | $475,000 | $16,221 | $46,290 |
| Zoning/ROGO/Environmental | 148-341905-SG | $511,695 | $898,614 | $1,765,274 | $1,640,000 | $400,143 | $435,761 |
| **Total** | | **$4,867,982** | **$6,567,820** | **$8,484,954** | **$7,444,000** | **$1,678,766** | **$2,033,272** |
| **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 December-2014** | **Total Expenses FYTD as of December-2015** |
| Boating Improvement - County $ | 157-62613 | $333,880 | $398,489 | $464,535 | $456,701 | $11,412 | $44,009 |
| Boating Improvement - State $ | 157-62520 | $238,377 | $302,403 | $363,480 | $244,000 | $86,465 | $87,122 |
| Building Dept. | 180-52502 | $2,135,251 | $2,296,431 | $3,208,056 | $3,990,270 | $391,117 | $530,075 |
| Building Dept. Education | 158-52501 | $14,303 | $28,152 | $27,353 | $23,400 | $9,939 | $4,310 |
| 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 | $238,916 | $207,633 |
| Comprehensive Plan | 148-51000 | $127,921 | $145,278 | $184,635 | $130,000 | $45,380 | $16,019 |
| Environmental Resources | 148-52000 | $441,136 | $544,610 | $699,840 | $751,221 | $92,762 | $99,815 |
| Environmental Restoration | 160-52002 | $142,009 | $152,936 | $177,747 | $221,724 | $21,902 | $35,012 |
| Geographic Info. (GIS) | 148-50002 | $170,288 | $162,931 | $185,022 | $213,070 | $32,483 | $50,511 |
| Growth Mgmt. Admin. | 148-50001 | $412,492 | $431,933 | $445,567 | $705,630 | $81,428 | $58,495 |
| Planning | 148-50500 | $1,254,965 | $1,158,362 | $1,117,275 | $1,545,550 | $201,507 | $232,340 |
| Planning Commission | 148-51500 | $73,875 | $74,556 | $72,262 | $82,176 | $12,684 | $12,663 |
| **Total** | | **$6,589,011** | **$6,970,866** | **$8,222,897** | **$9,838,277** | **$1,226,770** | **$1,378,948** |
| **Difference (Revenue vs. Expense)** | | **-$1,721,029** | **-$403,046** | **$262,057** | **-$2,394,277** | **$451,996** | **$654,324** |

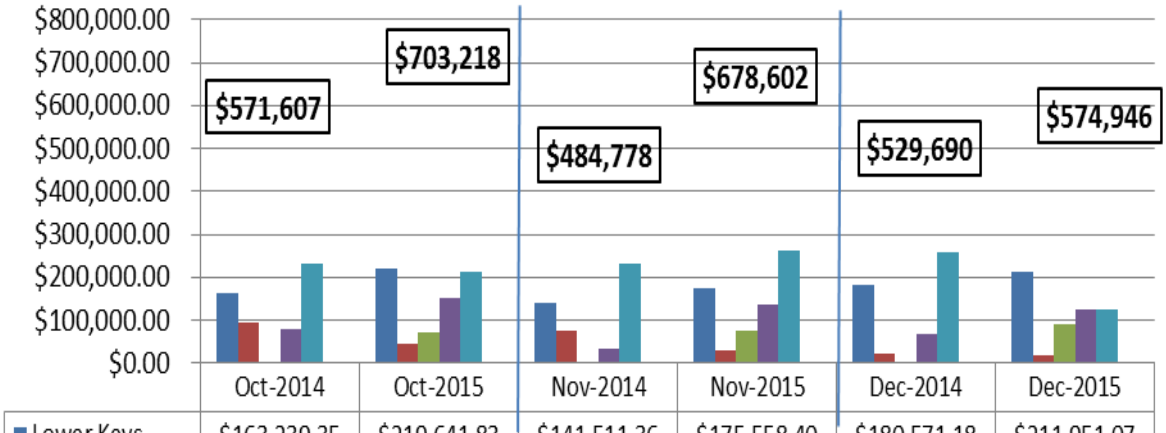
NOTE:

Per Fee Resolution 387-2014 Sections 8 and 9, refunding of 35% permit fees for permits applied before 10/1/14 and issued between 10/1/14 and 12/31/14 with job values >=$5,000, have not been subtracted. However, 35% discounts to those permits issued in 2015 applied before 10/1/14 with job values >=$5,000 has been implemented and reflected in figures as of January 1, 2015.


MONROE COUNTY
GROWTH MANAGEMENT REVENUE
Fiscal Year To Date Comparison
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
$1,678,766
$2,033,272
December-2014
December-2015
NOTE:
Per Fee Resolution 387-2014 Sections 8 and 9, refunding of 35% permit fees for permits applied before 10/1/14 and issued between 10/1/14 and 12/31/14 with job values >=$5,000, have not been subtracted.
However, 35% discounts to those permits issued in 2015 applied before 10/1/14 with job values >=$5,000 has been implemented and reflected in figures as of January 1, 2015.

Does not include "Boat Improvement Fund" Revenue.
OTHER =nonpermit fees
Office=1/Area=Lower Keys:
Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys:
Starts at Duck Key to Fiesta Key Channel #5,
Excludes-Marathon, Grassy Key, Cty of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys:
North of Tavernier Creek Bridge up to Ocean Reef.

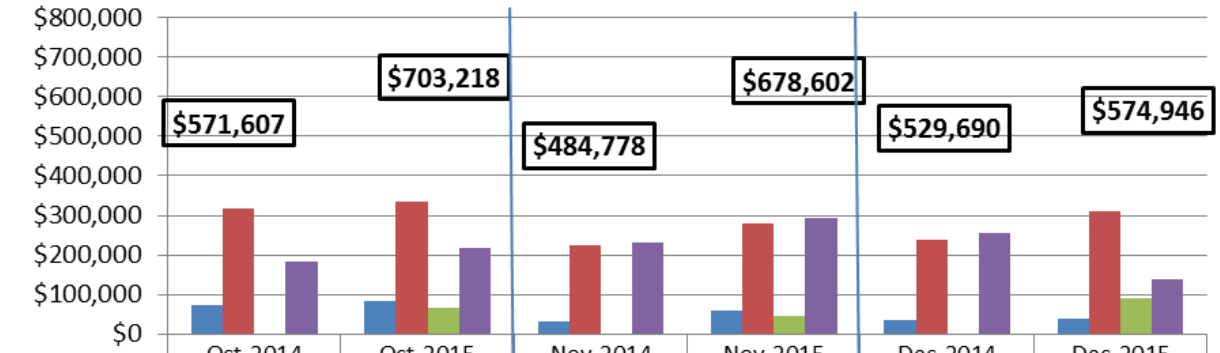
# MONROE COUNTY GROWTH MANAGEMENT
# REVENUE TAKEN IN BY PERMIT "WORK" LOCATION
## Three Month - Yearly Comparison




| | Oct-2014 | Oct-2015 | Nov-2014 | Nov-2015 | Dec-2014 | Dec-2015 |
|---|---|---|---|---|---|---|
| Lower Keys | $163,239.35 | $219,641.83 | $141,511.36 | $175,558.40 | $180,571.18 | $211,951.07 |
| Middle Keys | $96,375.27 | $45,754.58 | $75,614.96 | $30,792.40 | $21,109.30 | $19,917.93 |
| Ocean Reef | 0 | 72804.55 | 0 | 74432.36 | $0.00 | $91,291.07 |
| Misc/NonPermit | $79,701.47 | $153,642.74 | $34,995.91 | $135,826.74 | $69,887.97 | $124,720.66 |
| Upper Keys | $232,291.01 | $211,374.56 | $232,655.86 | $261,992.54 | $258,121.77 | $127,064.96 |
| TOTAL | $571,607.10 | $703,218.26 | $484,778.09 | $678,602.44 | $529,690.22 | $574,945.69 |

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.

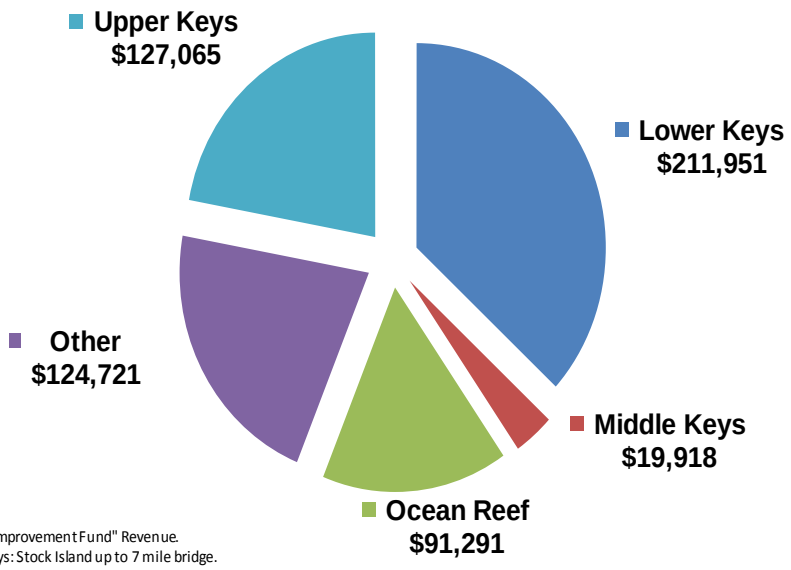
# MONROE COUNTY GROWTH MANAGEMENT
## REVENUE TAKEN IN BY OFFICE RECEIPT#
## Three Month - Yearly Comparison



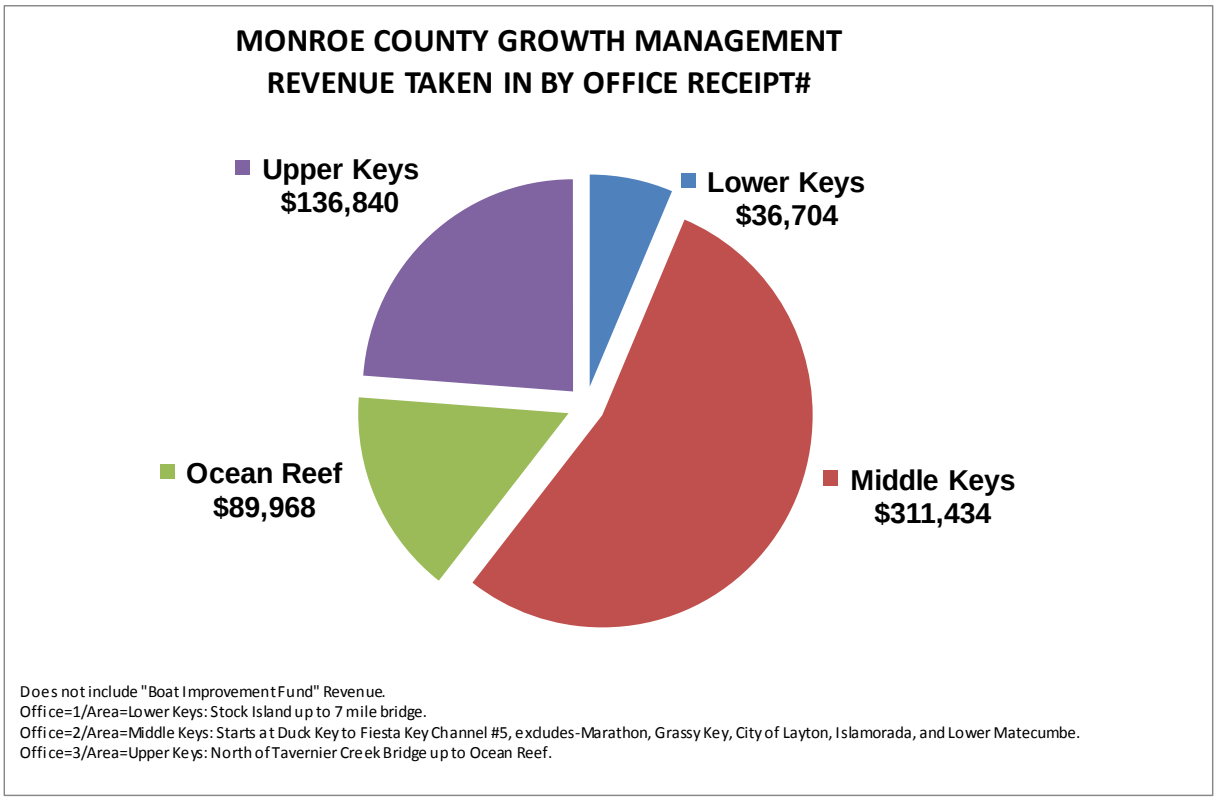

| | Oct-2014 | Oct-2015 | Nov-2014 | Nov-2015 | Dec-2014 | Dec-2015 |
|---|---|---|---|---|---|---|
| Lower Keys | $72,137.72 | $84,349.30 | $30,170.22 | $57,800.59 | $34,018.39 | $36,703.55 |
| Middle Keys | $317,592.66 | $335,665.87 | $223,984.79 | $280,378.51 | $239,659.59 | $311,433.83 |
| Ocean Reef | 0 | 65312.93 | 0 | 45609.25 | $0.00 | $89,968.39 |
| Upper Keys | $181,876.72 | $217,890.16 | $230,623.08 | $294,814.09 | $256,012.24 | $136,839.92 |
| TOTAL | $571,607.10 | $703,218.26 | $484,778.09 | $678,602.44 | $529,690.22 | $574,945.69 |

***Dec 2015***

## MONROE COUNTY GROWTH MANAGEMENT
## REVENUE TAKEN IN BY PERMIT "WORK" LOCATION



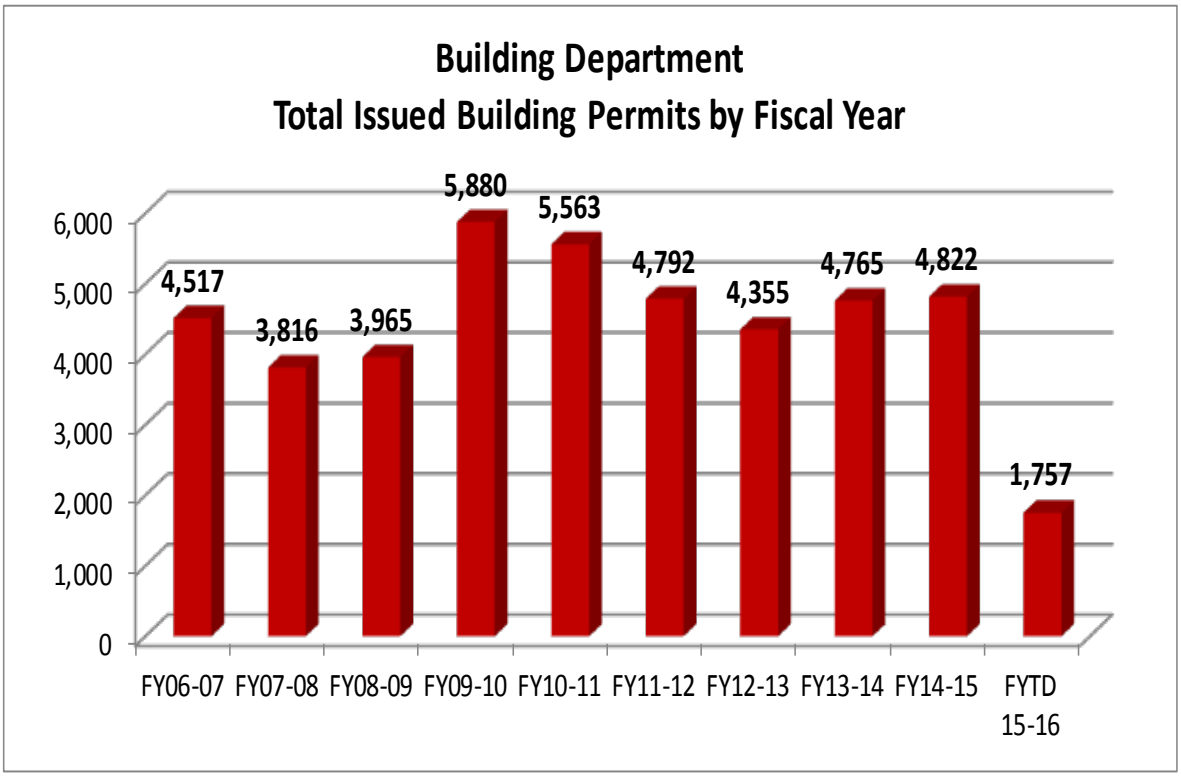

Does not include "Boat Improvement Fund" Revenue.
Office=1/Area=Lower Keys: Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys: Starts at Duck Key to Fiesta Key Channel #5, excludes-Marathon, Grassy Key, City of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys: North of Tavernier Creek Bridge up to Ocean Reef.



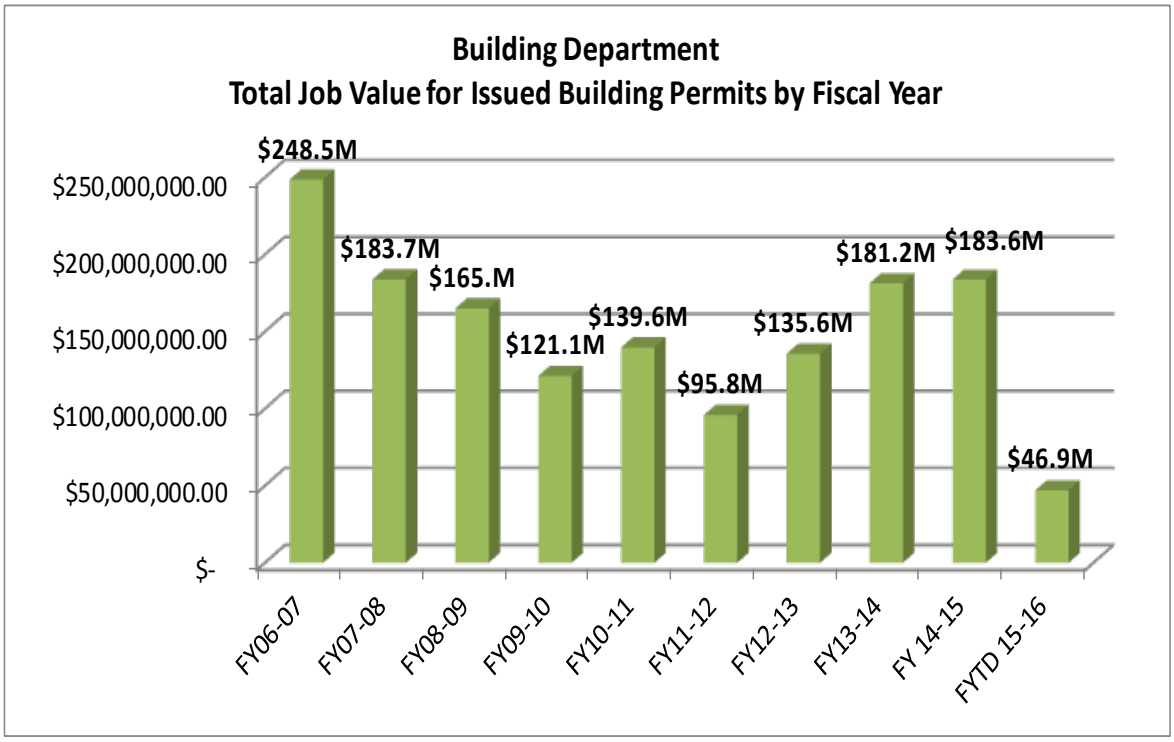

Does not include "Boat Improvement Fund" Revenue.
Office=1/Area=Lower Keys: Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys: Starts at Duck Key to Fiesta Key Channel #5, excludes-Marathon, Grassy Key, City of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys: North of Tavernier Creek Bridge up to Ocean Reef.

## BUILDING DEPARTMENT

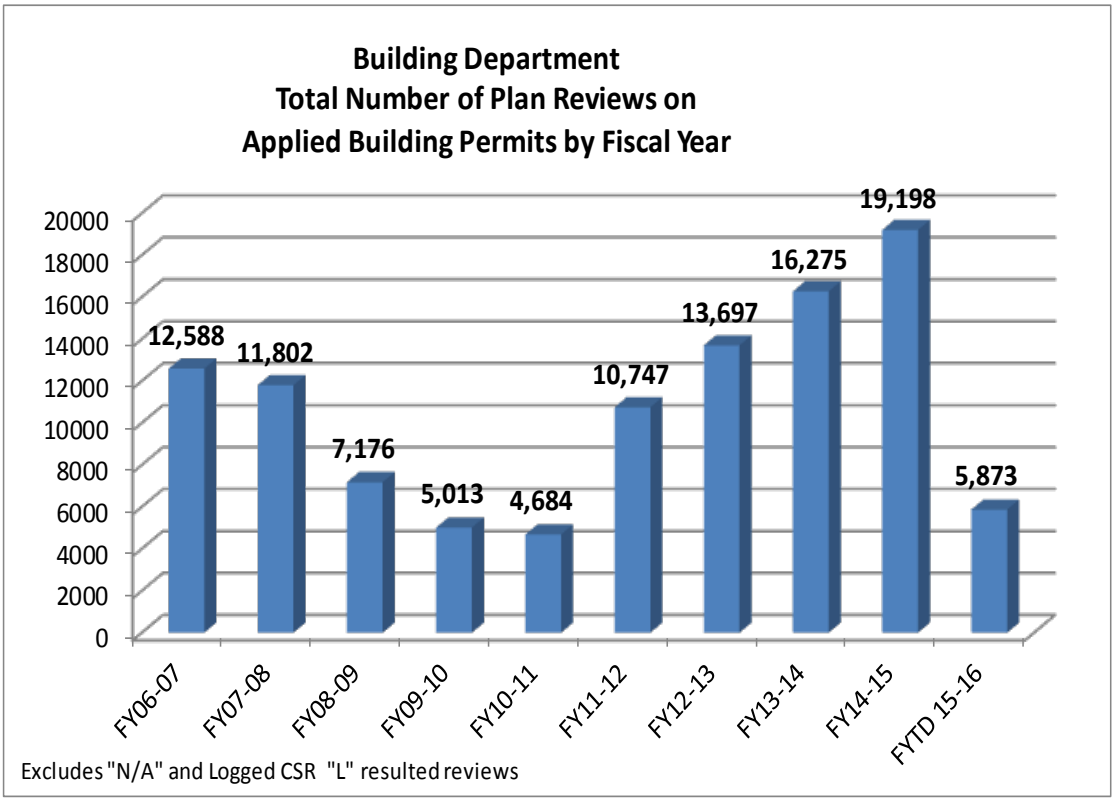
*Dec 2015*

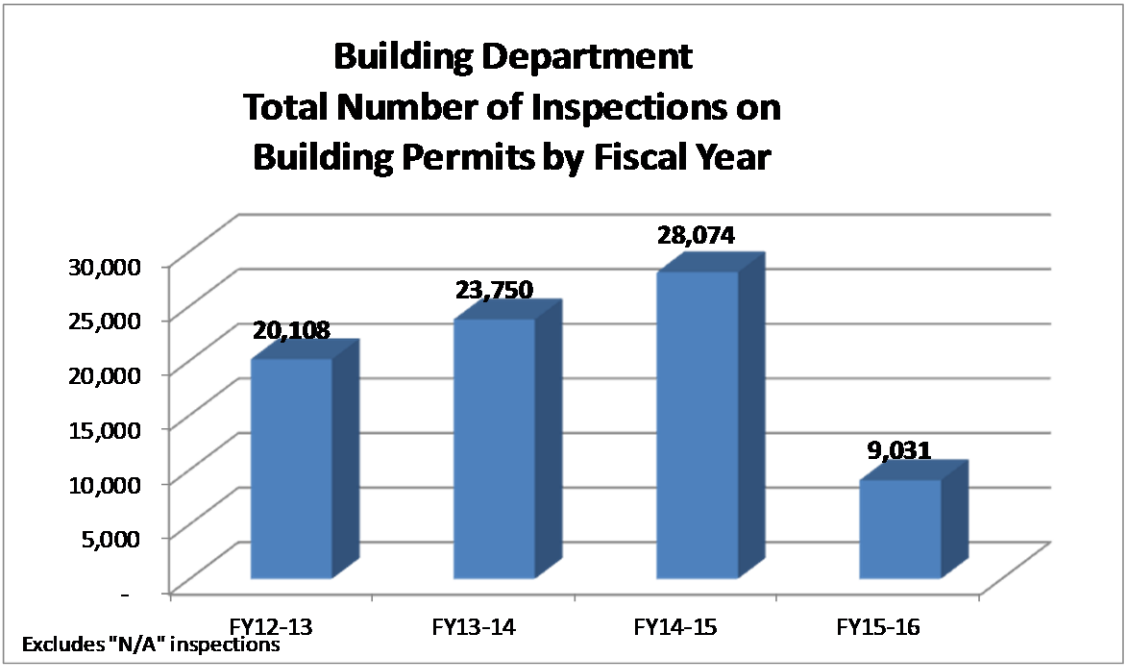


*Dec 2015*

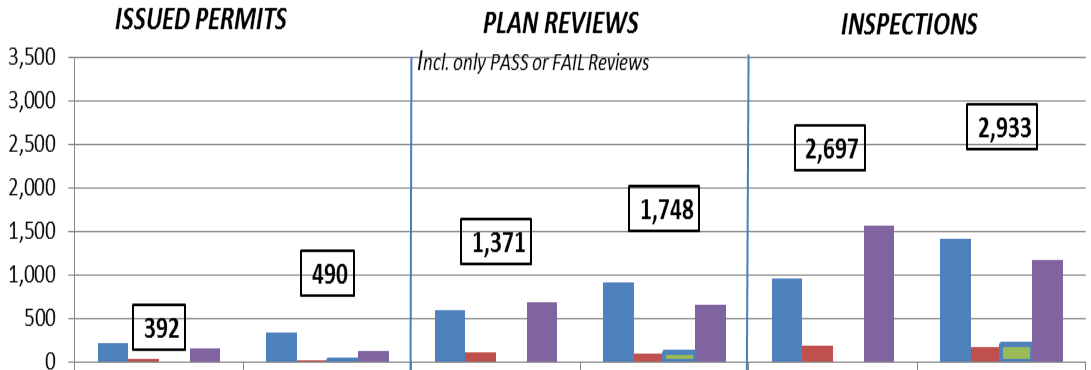



*Dec 2015*






MONROE COUNTY BUILDING DEPARTMENT
PERMIT ACTIVTY BY OFFICE
*Includes all Reviewing/Inspecting Departments: Building, Fire, Planning and Environmental*



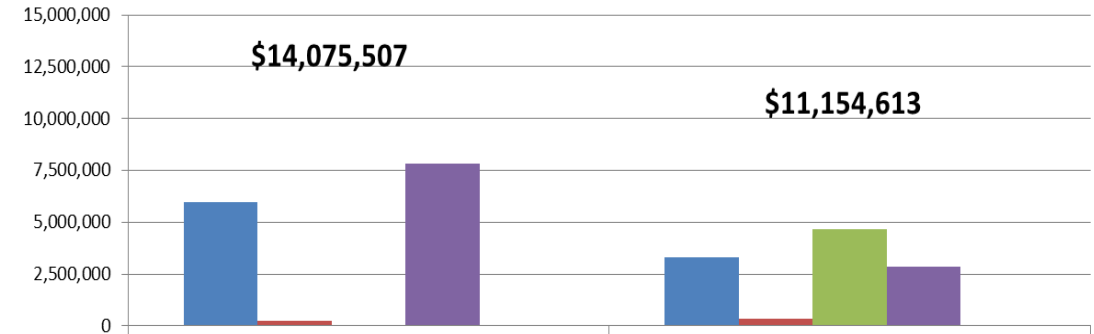

| | ISSUE | | PlanReviews | | Inspections | |
|---|---|---|---|---|---|---|
| | Dec-2014 | Dec-2015 | Dec-2014 | Dec-2015 | Dec-2014 | Dec-2015 |
| Lower Keys | 213 | 331 | 588 | 903 | 956 | 1,406 |
| Middle Keys | 31 | 14 | 103 | 84 | 183 | 164 |
| Ocean Reef | | 16 | | 107 | | 193 |
| Upper Keys | 148 | 129 | 680 | 654 | 1558 | 1,170 |
| TOTAL | 392 | 490 | 1,371 | 1,748 | 2,697 | 2,933 |

Does not include "Boat Improvement Fund" Revenue.
Office=1/Area=Lower Keys: Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys: Starts at Duck Key to Fiesta Key Channel #5, excludes-Marathon, Grassy Key, City of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys: North of Tavernier Creek Bridge up to Ocean Reef.

Office=1/Area=Lower Keys:
Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys:
Starts at Duck Key to Fiesta Key Channel#5,
Excludes-Marathon, Grassy Key, Cty of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys:
North of Tavernier Creek Bridge up to Ocean Reef.

# BUILDING DEPARTMENT - JOB VALUATION OF ISSUED PERMITS BY PERMIT "WORK" LOCATION

## Comparison by Office

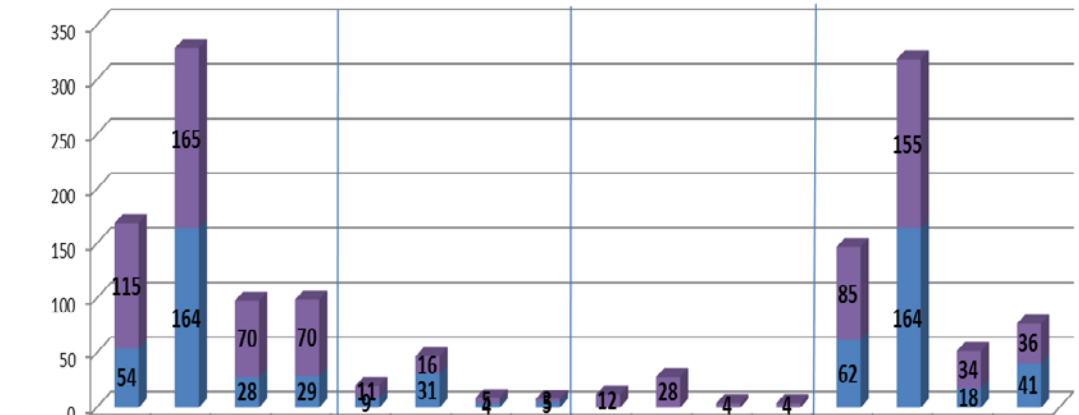



| | Dec-2014 | Dec-2015 |
|---|---|---|
| Lower Keys | $5,977,908.00 | $3,302,938.00 |
| Middle Keys | $262,995.00 | $349,155.00 |
| Ocean Reef | | $4,659,870.00 |
| Upper Keys | $7,834,604.00 | $2,842,650.00 |
| TOTAL | $14,075,507 | $11,154,613 |

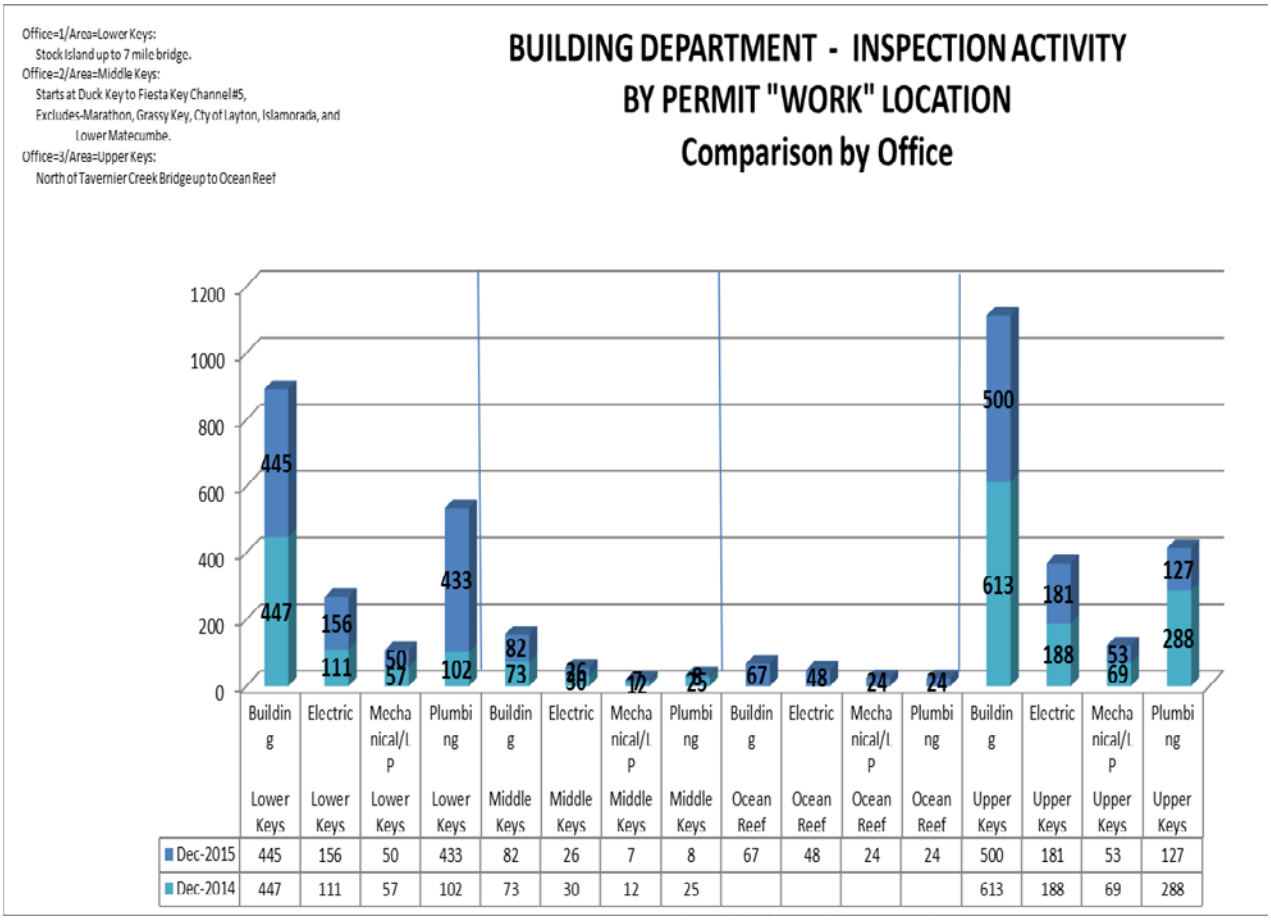
Office=1/Area=Lower Keys:
Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys:
Starts at Duck Key to Fiesta Key Channel#5,
Excludes-Marathon, Grassy Key, Cty of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys:
North of Tavernier Creek Bridge up to Ocean Reef.

# BUILDING DEPARTMENT - PLAN REVIEW ACTIVITY BY PERMIT "WORK" LOCATION

## Comparison by Office




| | ELECT Lower Keys | EXAM Lower Keys | MECH Lower Keys | PLUMB Lower Keys | ELECT Middle Keys | EXAM Middle Keys | MECH Middle Keys | PLUMB Middle Keys | ELECT Ocean Reef | EXAM Ocean Reef | MECH Ocean Reef | PLUMB Ocean Reef | ELECT Upper Keys | EXAM Upper Keys | MECH Upper Keys | PLUMB Upper Keys |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Dec-2015 | 115 | 165 | 70 | 70 | 11 | 16 | 5 | 3 | 12 | 28 | 4 | 4 | 85 | 155 | 34 | 36 |
| Dec-2014 | 54 | 164 | 28 | 29 | 9 | 31 | 4 | 5 | | | | | 62 | 164 | 18 | 41 |




## GIS OFFICE

**GIS Projects - Data/Map Requests/Technical/Programming**

- Cudjoe Regional Sewer – Mapping – Tina LoSacco
- Shaw Drive – Mapping - Planning
- Stock Island – Front Street Mapping - Attorneys
- Big Pine Key – AT & T Addressing
- Elevation Certificates – Mapping (in progress)
- Conservation Easements – Mapping (in progress)
- Aerial Map Book scanning (in progress)

**GIS Addressing**

- 37 New physical address assignments

## PLANNING AND ENVIRONMENTAL RESOURCES DEPARMENT

The goal of the Monroe County Planning and Environmental Resources Department is to foster sustainable, quality development in the county while conserving and promoting stewardship of the county's fragile environment and the unique character of its diverse island communities.

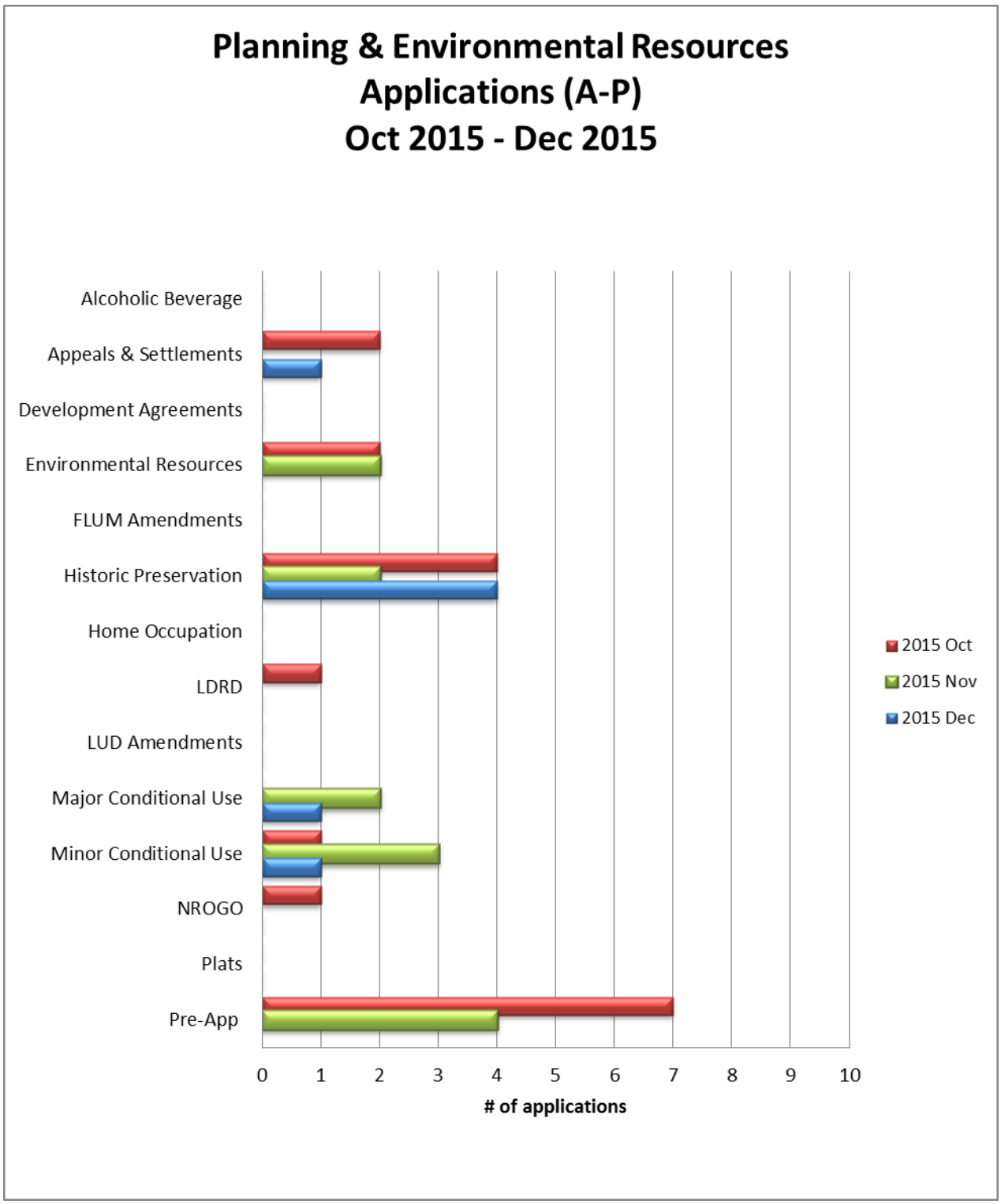
The functions of this department are implemented by the following offices:

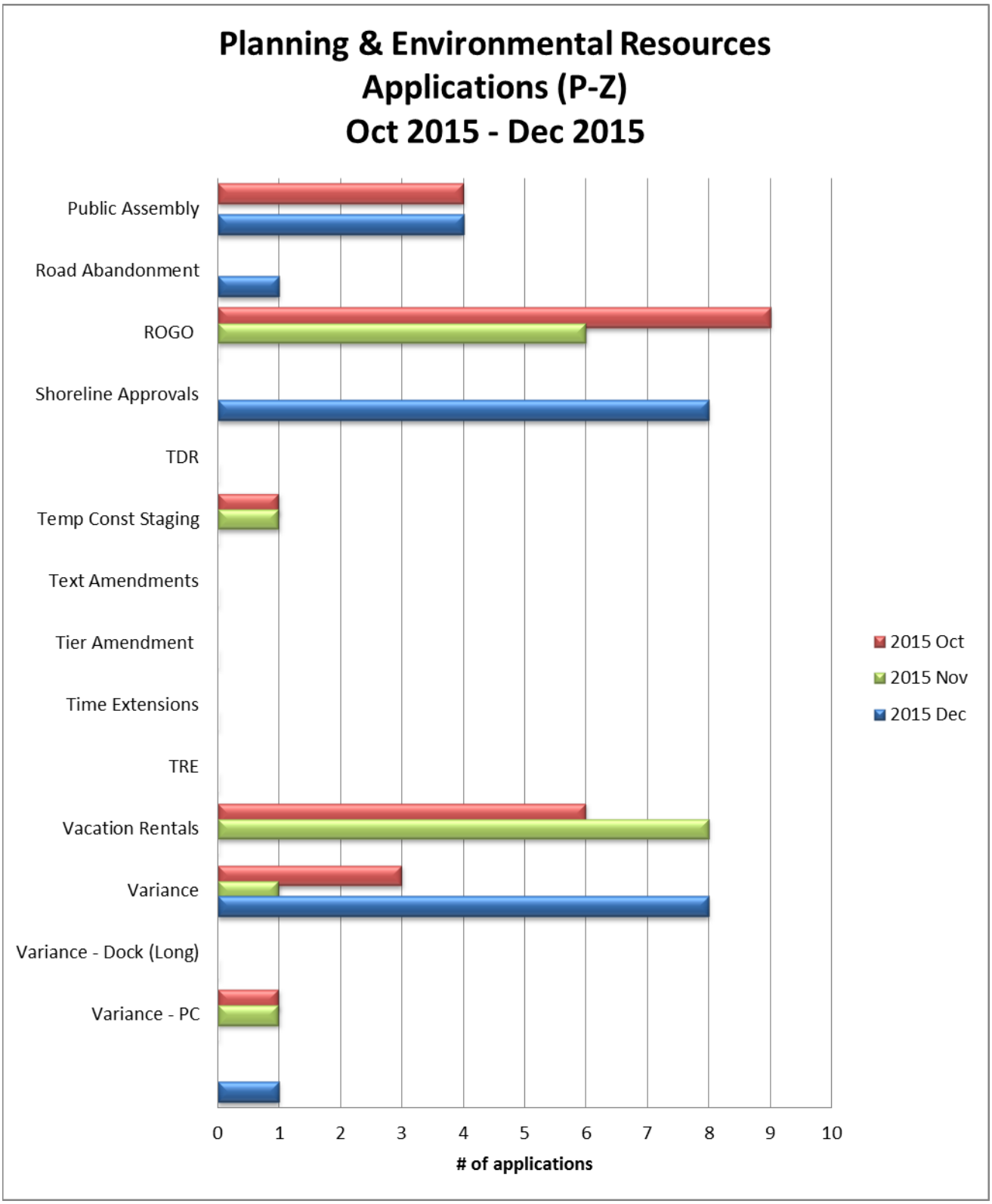
- Comprehensive Planning & Current Planning
- Environmental Resources
- Marine Resources

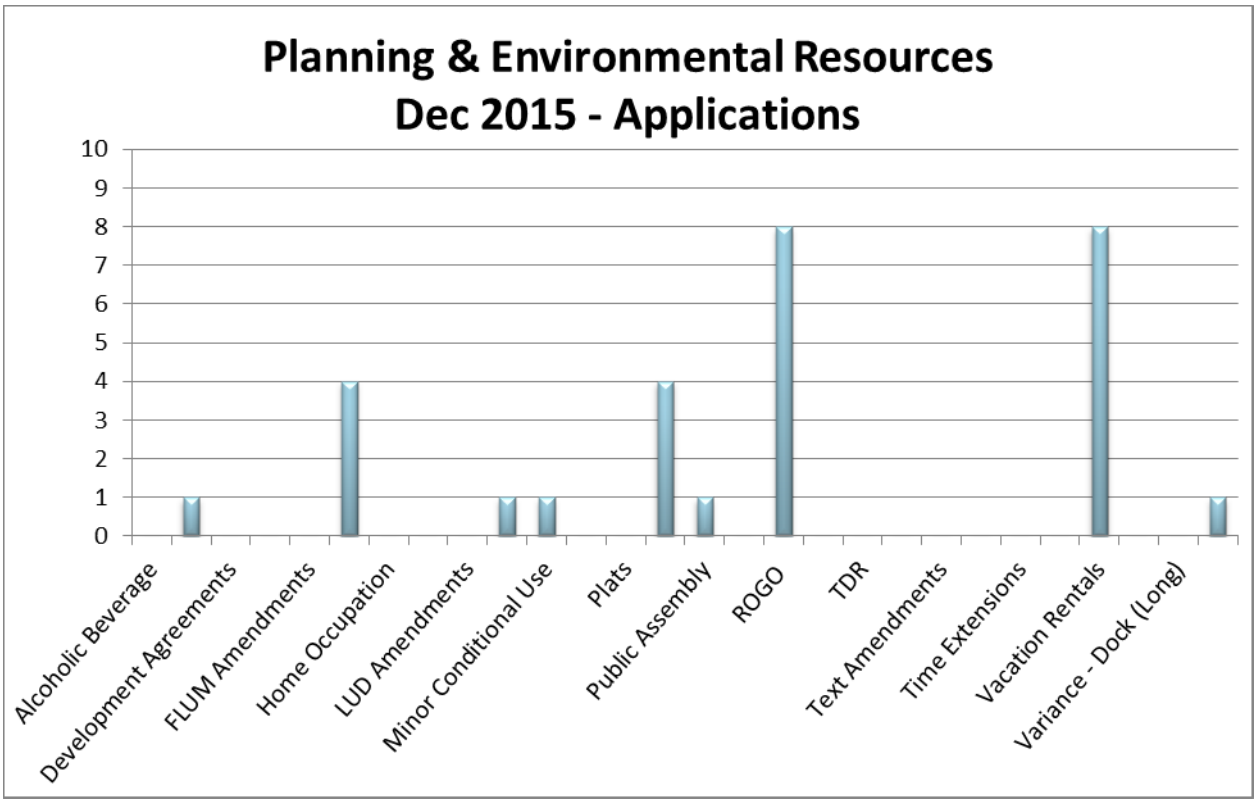
The Planning Office is responsible for the administration of the adopted Monroe County Comprehensive Plan and Land Development Regulations. The Department processes amendments to the Comprehensive Plan and Land Development Regulations. Additionally, the department reviews development proposals for compliance with the Comprehensive Plan and Land Development Regulations, including environmental compliance.

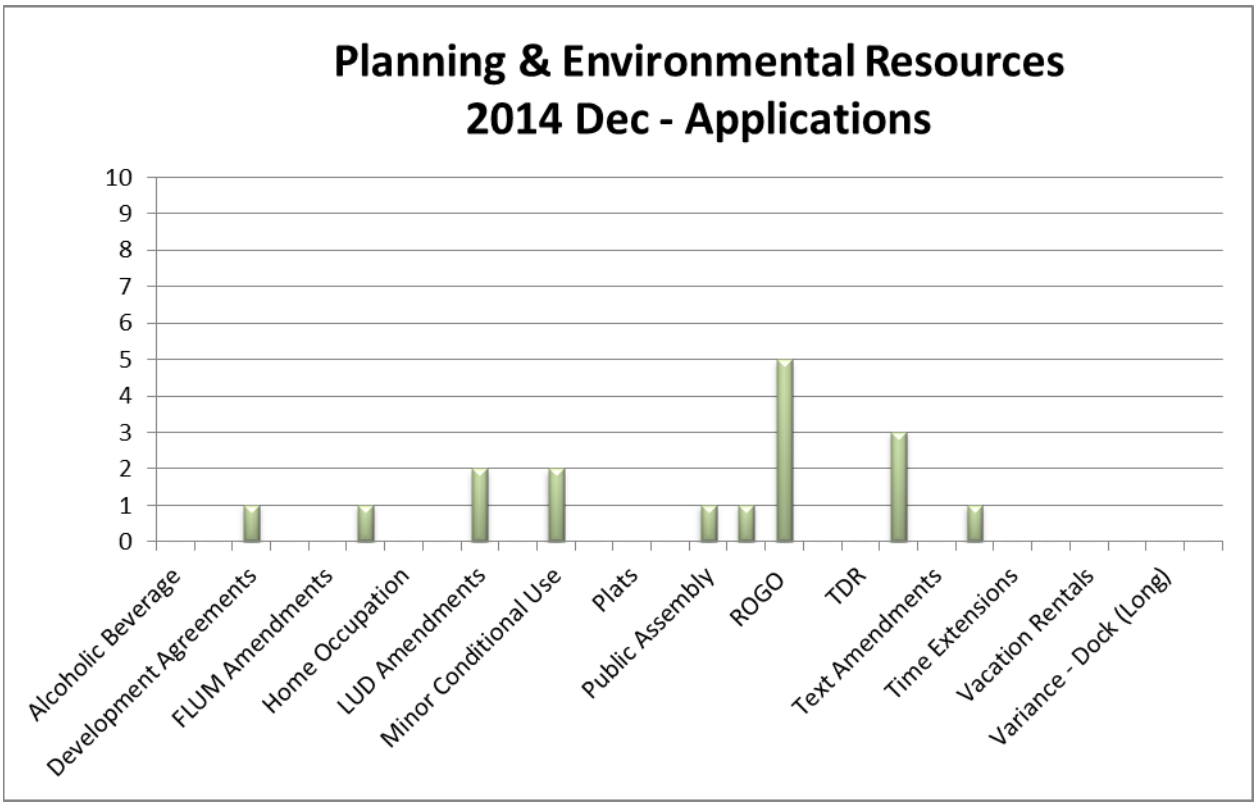
The Environmental Resources Office services include the review of applications for compliance with environmental regulations, such as: clearing limits, wetland delineation, landscaping, stormwater, land clearing and FEMA required review of potential endangered species impacts under the Permit Referral Process (PRP).

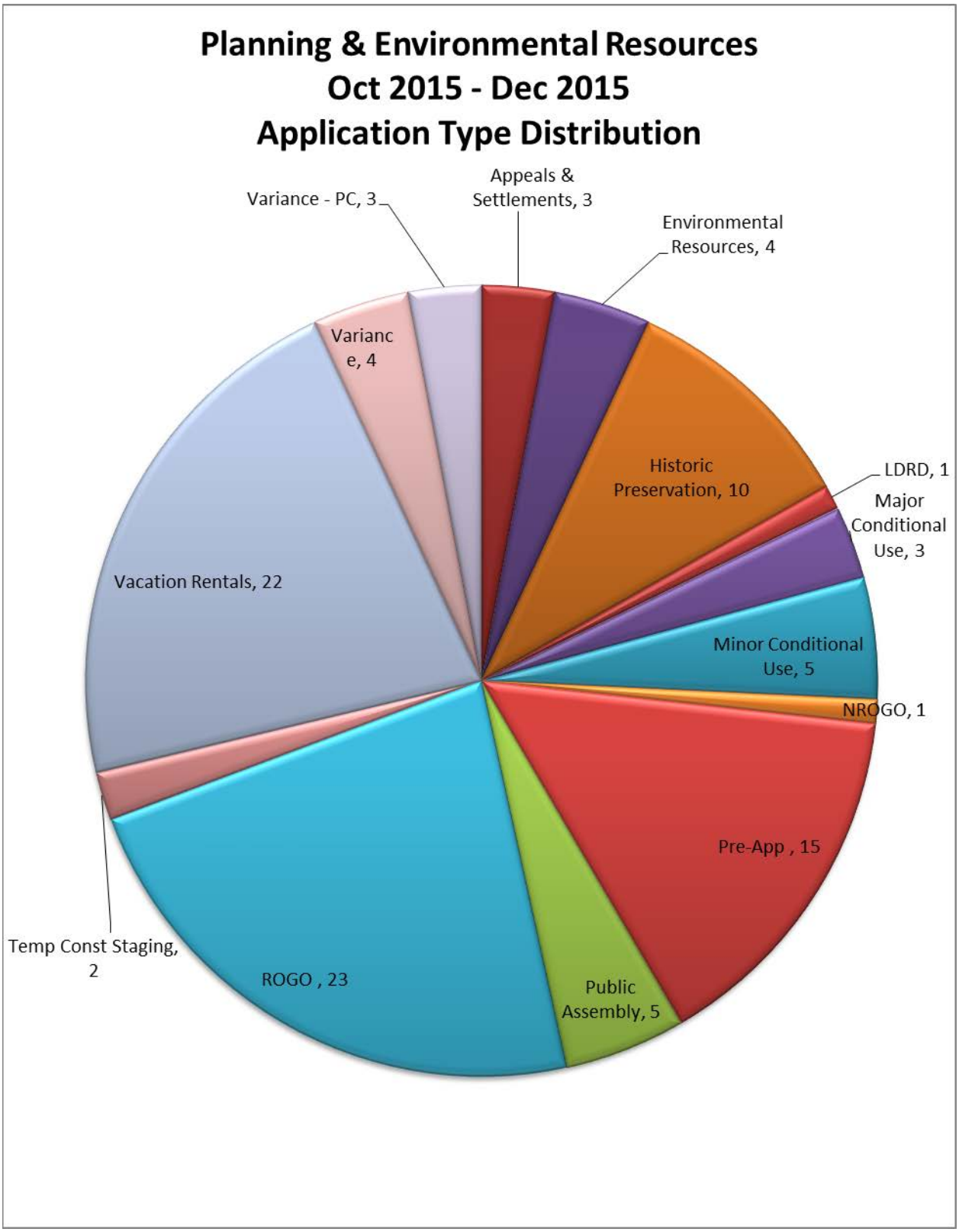
The Marine Resources Office provides a variety of services focusing on protection of the marine environment, provision of maritime infrastructure, and the preservation of public water access.

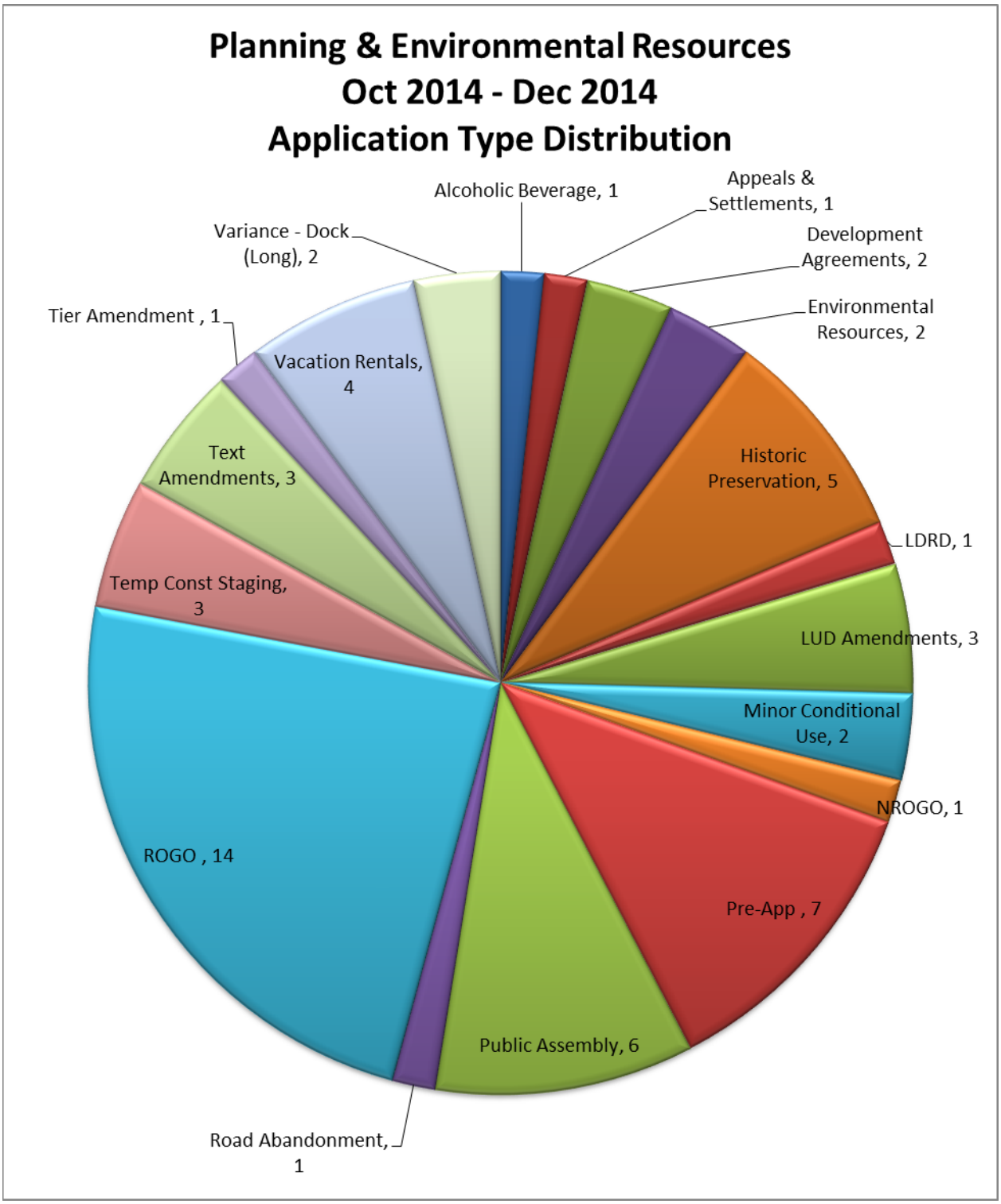

Planning & Environmental Resources
Applications (A-P)
Oct 2015 - Dec 2015
Alcoholic Beverage
Appeals & Settlements
Development Agreements
Environmental Resources
FLUM Amendments
Historic Preservation
Home Occupation
LDRD
LUD Amendments
Major Conditional Use
Minor Conditional Use
NROGO
Plats
Pre-App
0
1
2
3
4
5
6
7
8
9
10
# of applications
2015 Oct
2015 Nov
2015 Dec

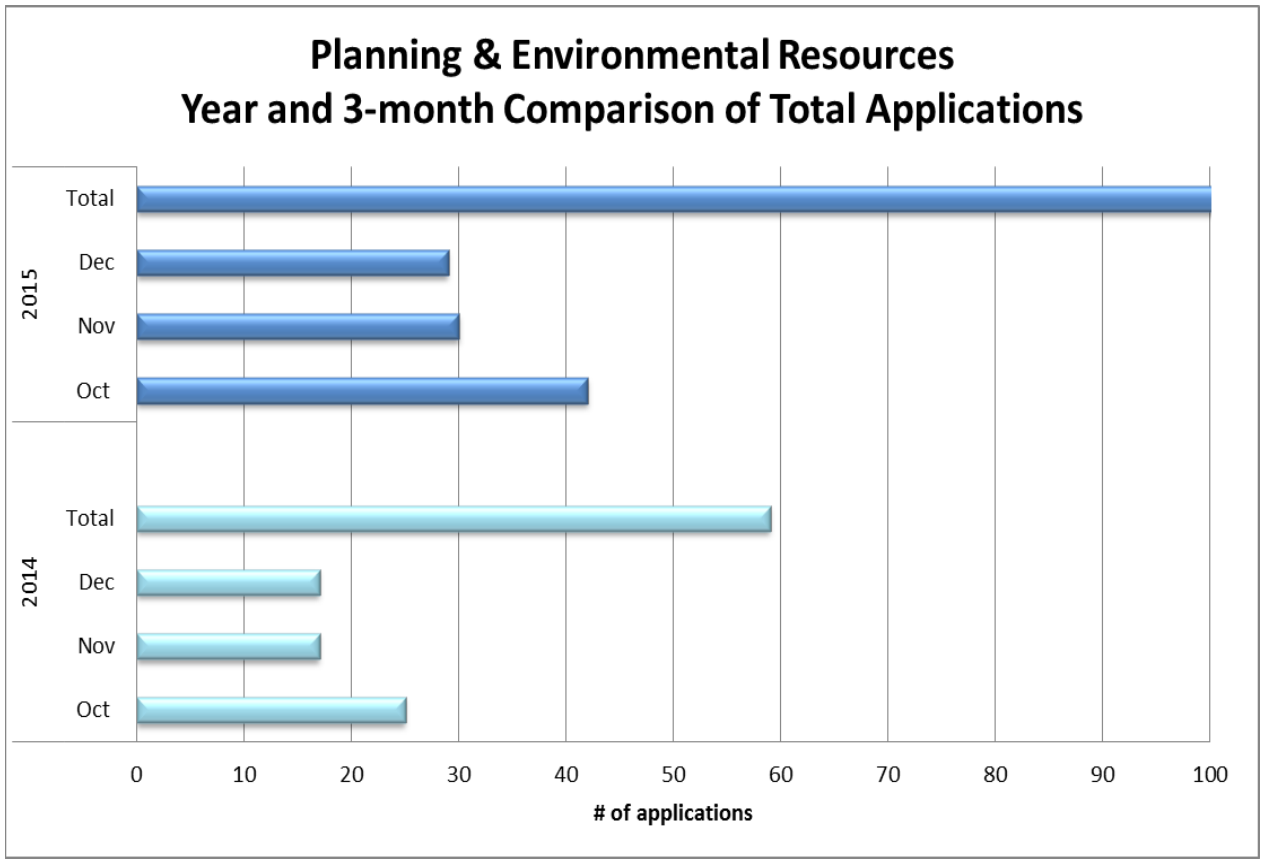

Planning & Environmental Resources
Applications (P-Z)
Oct 2015 - Dec 2015
Public Assembly
Road Abandonment
ROGO
Shoreline Approvals
TDR
Temp Const Staging
Text Amendments
Tier Amendment
Time Extensions
TRE
Vacation Rentals
Variance
Variance - Dock (Long)
Variance - PC
0
1
2
3
4
5
6
7
8
9
10
# of applications
2015 Oct
2015 Nov
2015 Dec

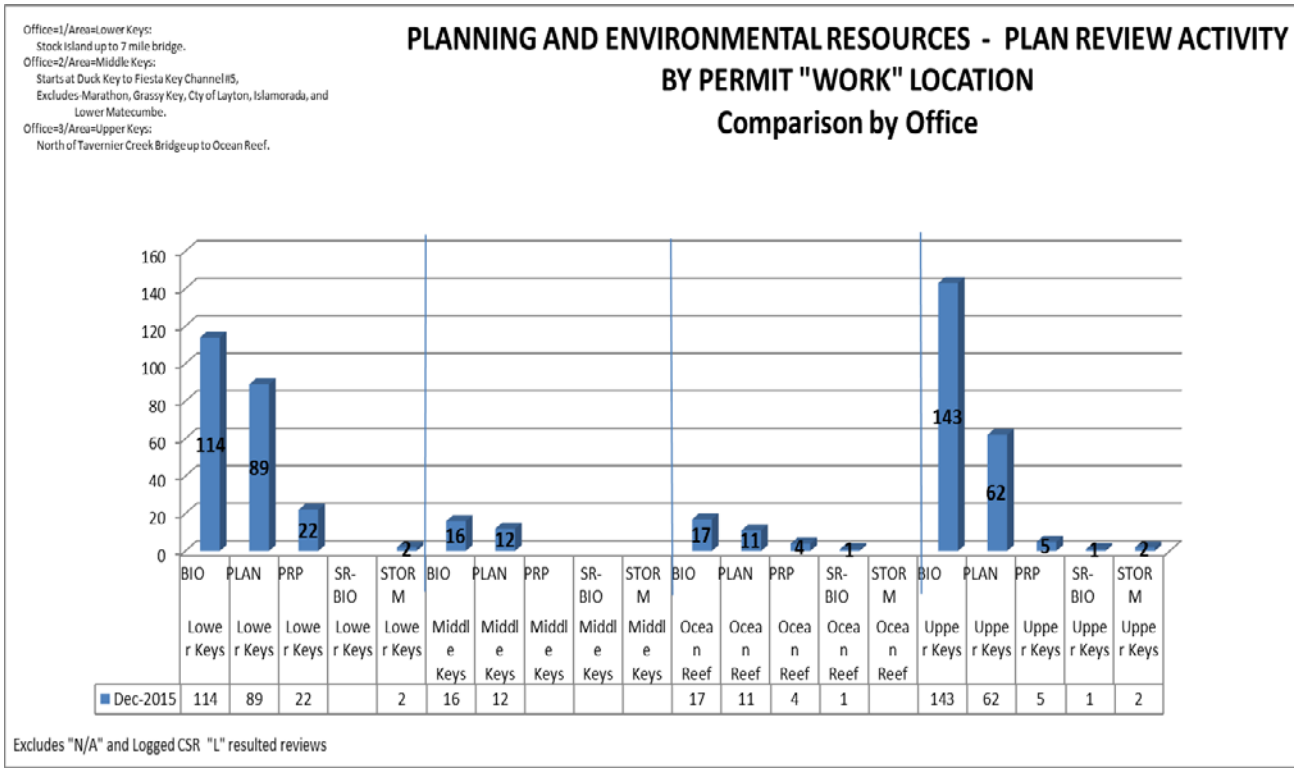

Planning & Environmental Resources
Dec 2015 - Applications
10
9
8
7
6
5
4
3
2
1
0
Alcoholic Beverage
Development Agreements
FLUM Amendments
Home Occupation
LUD Amendments
Minor Conditional Use
Plats
Public Assembly
ROGO
TDR
Text Amendments
Time Extensions
Vacation Rentals
Variance - Dock (Long)


Planning & Environmental Resources
2014 Dec - 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
Oct 2015 - Dec 2015
Application Type Distribution
Appeals & Settlements, 3
Variance - PC, 3
Environmental Resources, 4
Varianc e, 4
Historic Preservation, 10
LDRD, 1
Major Conditional Use, 3
Vacation Rentals, 22
Minor Conditional Use, 5
NROGO, 1
Pre-App , 15
Temp Const Staging, 2
ROGO , 23
Public Assembly, 5

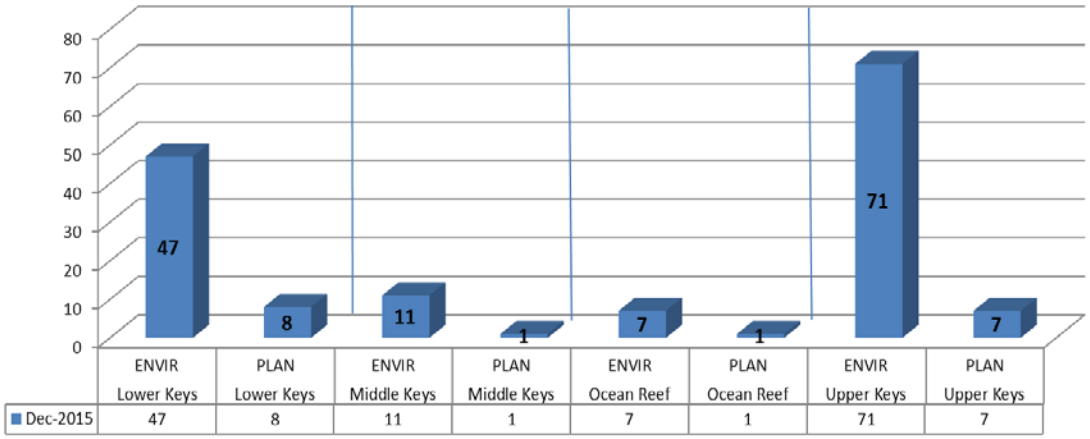

Planning & Environmental Resources
Oct 2014 - Dec 2014
Application Type Distribution
Alcoholic Beverage, 1
Appeals & Settlements, 1
Development Agreements, 2
Environmental Resources, 2
Historic Preservation, 5
LDRD, 1
LUD Amendments, 3
Minor Conditional Use, 2
NROGO, 1
Pre-App , 7
Public Assembly, 6
Road Abandonment, 1
ROGO , 14
Temp Const Staging, 3
Text Amendments, 3
Vacation Rentals, 4
Tier Amendment , 1
Variance - Dock (Long), 2


Planning & Environmental Resources
Year and 3-month Comparison of Total Applications
2015
Total
Dec
Nov
Oct
2014
Total
Dec
Nov
Oct
0
10
20
30
40
50
60
70
80
90
100
# of applications


Office=1/Area=Lower Keys:
Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys:
Starts at Duck Key to Fiesta Key Channel #5,
Excludes Marathon, Grassy Key, City of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys:
North of Tavernier Creek Bridge up to Ocean Reef.
PLANNING AND ENVIRONMENTAL RESOURCES - PLAN REVIEW ACTIVITY
BY PERMIT "WORK" LOCATION
Comparison by Office
160
140
120
100
80
60
40
20
0
114
89
22
2
16
12
17
11
4
1
143
62
5
1
2
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
Dec-2015 114 89 22 2 16 12 17 11 4 1 143 62 5 1 2
Excludes "N/A" and Logged CSR "L" resulted reviews

Office=1/Area=Lower Keys:
Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys:
Starts at Duck Key to Fiesta Key Channel #5,
Excludes-Marathon, Grassy Key, Cty of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys:
North of Tavernier Creek Bridge up to Ocean Reef.

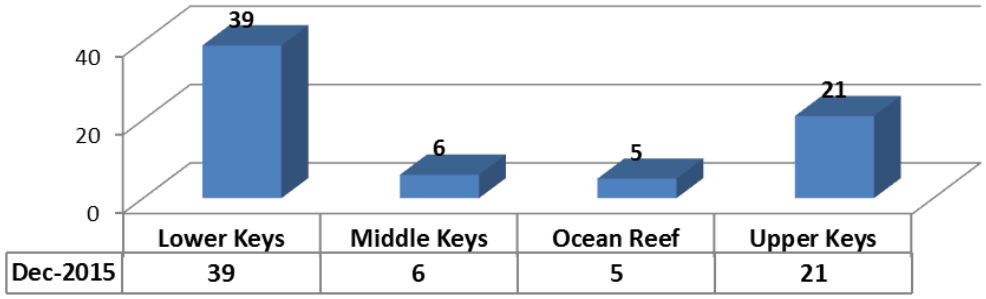
## PLANNING AND ENVIRONMENTAL RESOURCES - INSPECTION ACTIVITY BY PERMIT "WORK" LOCATION
## Comparison by Office




| | ENVIR Lower Keys | PLAN Lower Keys | ENVIR Middle Keys | PLAN Middle Keys | ENVIR Ocean Reef | PLAN Ocean Reef | ENVIR Upper Keys | PLAN Upper Keys |
|---|---|---|---|---|---|---|---|---|
| Dec-2015 | 47 | 8 | 11 | 1 | 7 | 1 | 71 | 7 |

Excludes "N/A" inspections

## FIRE - PLAN REVIEW ACTIVITY
## On Building Permits by "WORK" LOCATION
## Comparison by Office




| | Lower Keys | Middle Keys | Ocean Reef | Upper Keys |
|---|---|---|---|---|
| Dec-2015 | 39 | 6 | 5 | 21 |

Excludes "N/A" and Logged CSR "L" resulted reviews

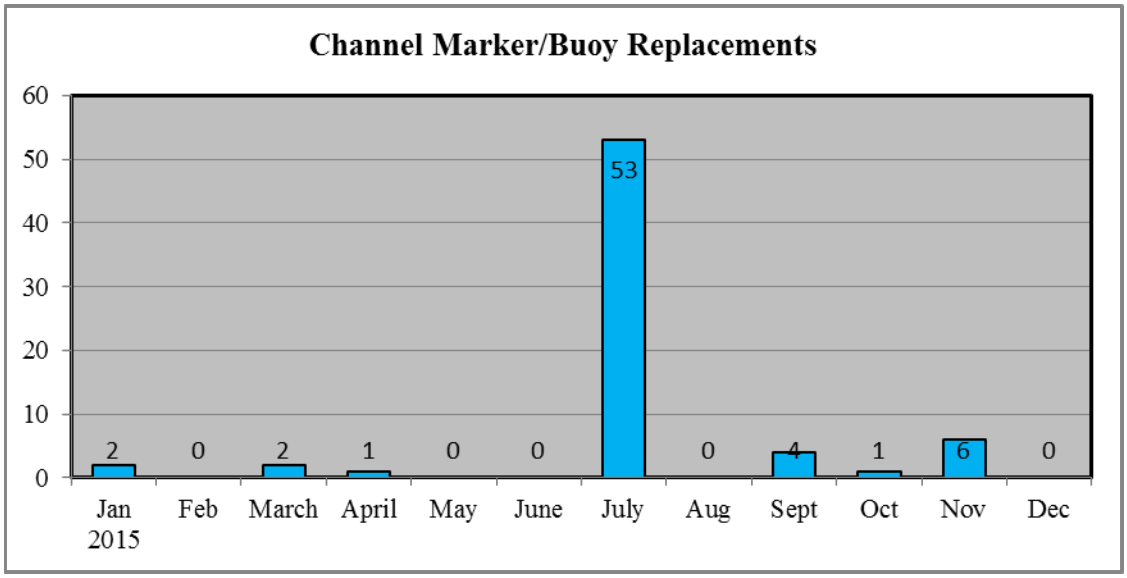
Excludes "N/A" inspections

## FIRE - INSPECTION ACTIVITY
## On Building Permits by "WORK" LOCATION
## Comparison by Office

| | Middle Keys | Upper Keys |
|---|---|---|
| Dec-2015 | 1 | 7 |

## MARINE RESOURCES OFFICE

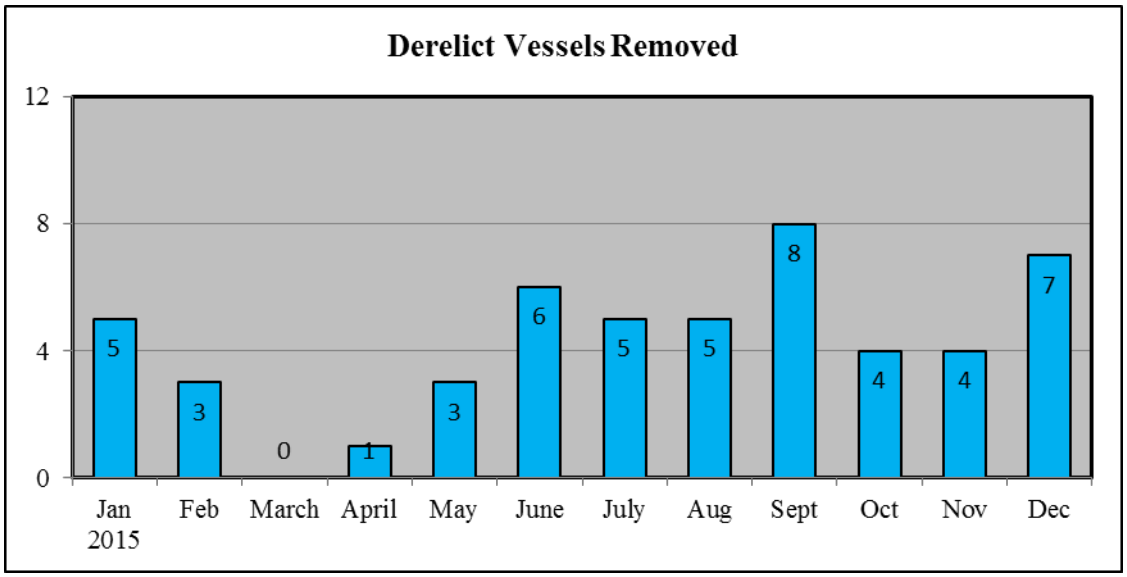
Channel Marker Program:




| Month | Channel Marker/Buoy Replacement Costs |
|---|---|
| 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 |
| December | $0.00 |
| **Total** | **$61,567.00** |

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 30% lower than the same timeframe in 2014 ($87,429).

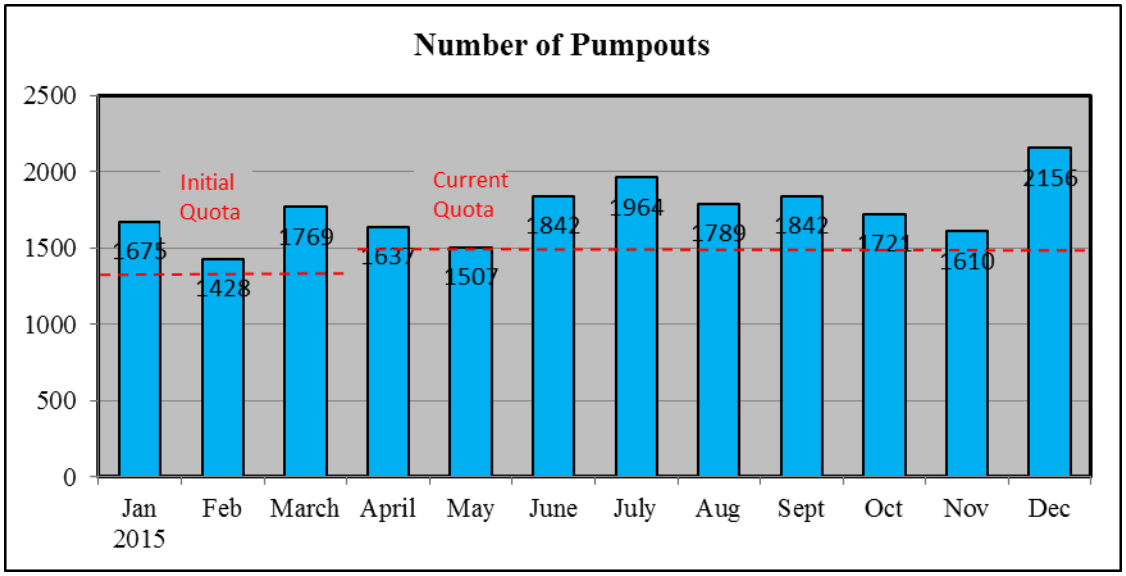
Derelict Vessel Program:

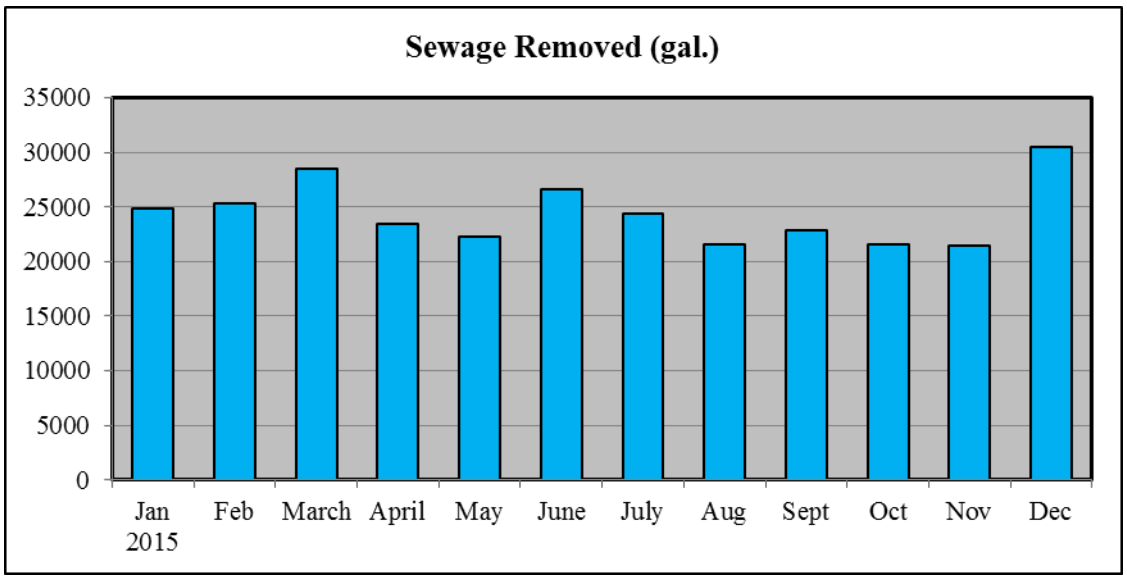



| Month | Derelict Vessel Removal Costs |
|---|---|
| January 2015 | $22,093.00 |
| February | $5,850.00 |
| March | $0.00 |
| April | $1,400.00 |
| May | $13,000.00 |
| June | $55,256.00 |
| July | $7,600.00 |
| August | $11,510.00 |
| September | $11,449.00 |
| October | $10,400.00 |
| November | $18,300.00 |
| December | $41,937.00 |
| **Total** | **$198,795.00** |

Derelict vessel removal costs for the past twelve month period were approximately 20% higher than the same timeframe in 2014 ($165,806). Note that one of the six vessels removed in June 2015 was a large vessel which was funded by an FWC Boating Improvement Program grant at a cost of $42,500.

Vessel Pumpout Program:



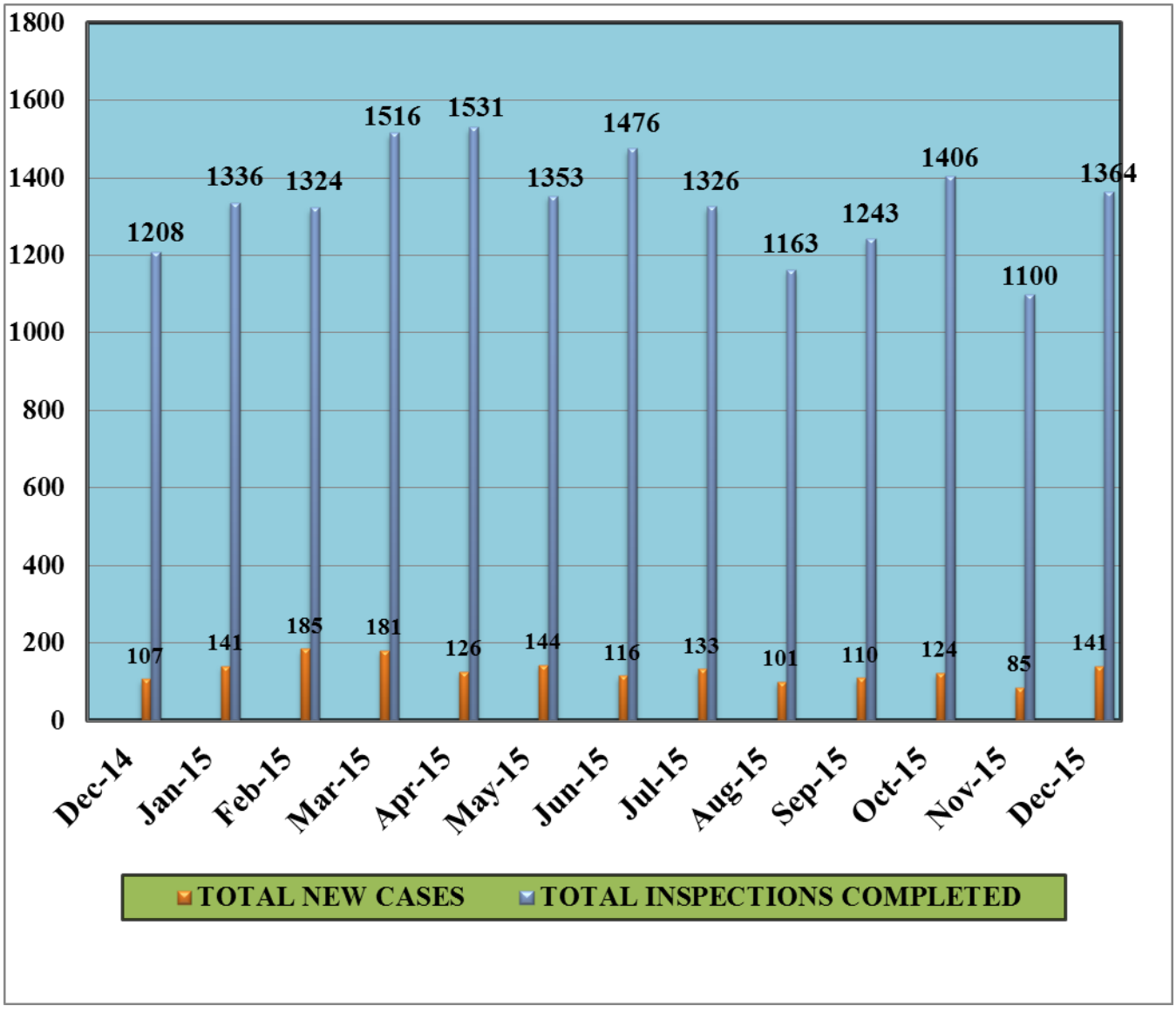




Pumpout numbers have consistently exceeded the current quota of 1500 per month, which became effective April 1, 2015.

## CODE COMPLIANCE DEPARTMENT

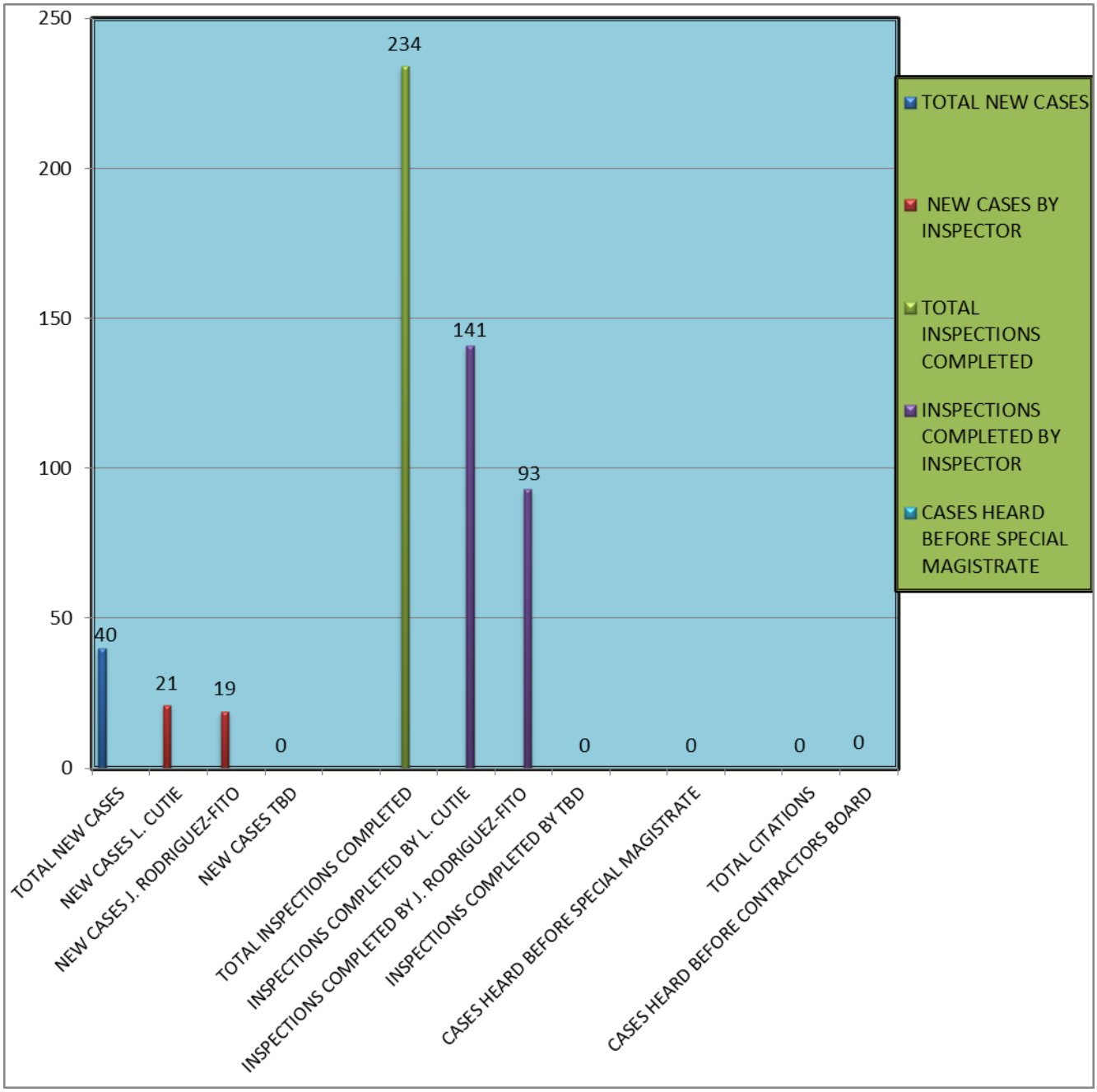
The Code Compliance Department responds to complaints received from various sources, walk-ins, phone calls, e-mails, staff and other outside agencies and departments. Staff also, is proactive identifying code violations while conducting routine field inspections.

**Department Totals New Cases 141 Inspections 1364 New Citations 17**



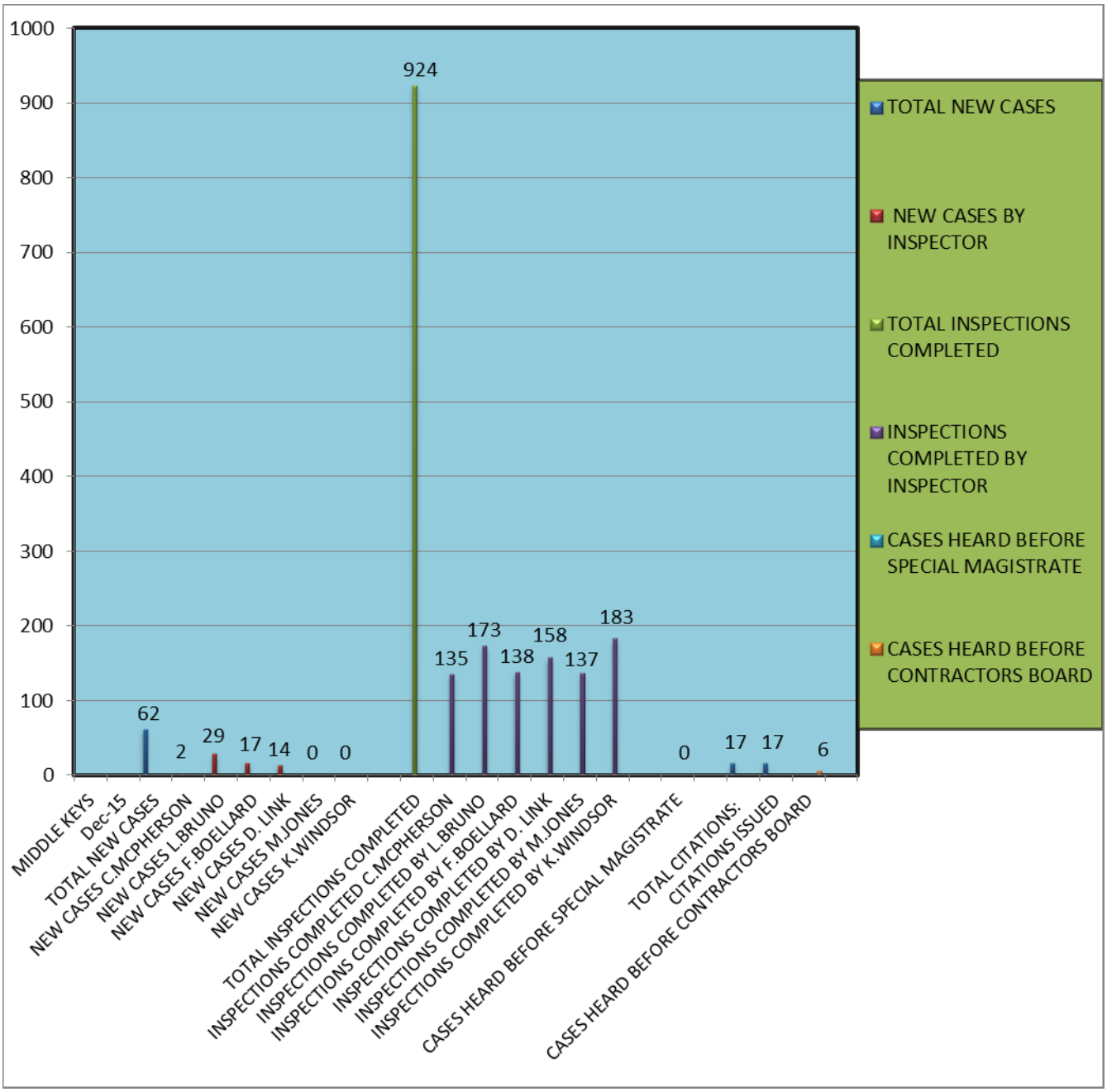
**UPPER KEYS –**

**NEW CASES 40 INSPECTIONS COMPLETED 234 SM 0**
**CITATIONS ISSUED 0 CEB 0**



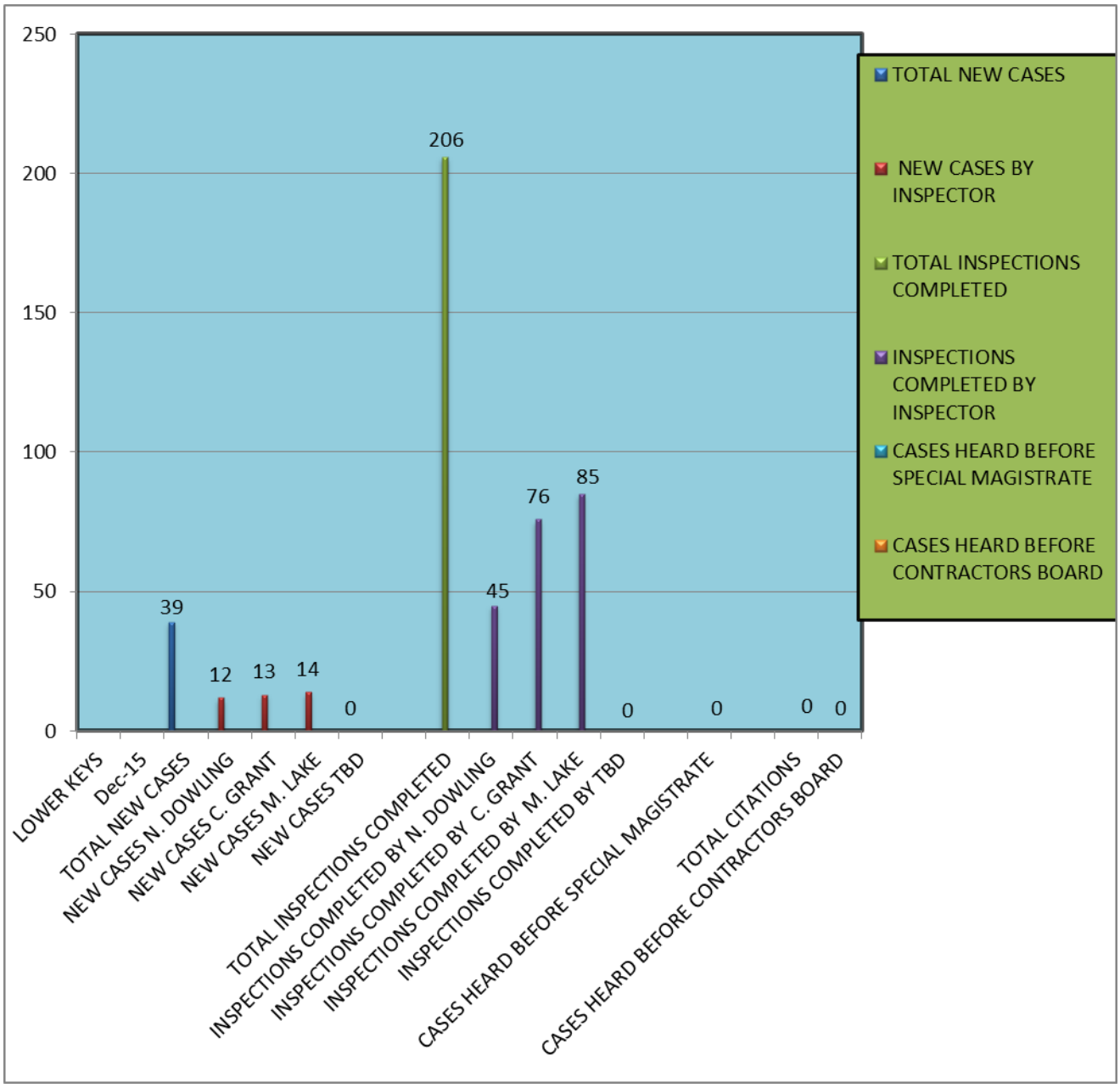
**MIDDLE KEYS –**
**NEW CASES 62 INSPECTIONS COMPLETED 924 SM 0**

**CITATIONS ISSUED 17 CEB 6**



**LOWER KEYS -**
**NEW CASES 39 INSPECTIONS COMPLETED 206 SM 0**

**CITATIONS ISSUED 0 CEB 0**



**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 Earth Tech Enterprises, Inc. for $202,384 to remove an existing ineffective weed barrier system and install a new air curtain system on Canal #266 (located between Baileys Lane and Witters Lane in Doctor's Arm Big Pine Key); to demolish portions of an existing ineffective weed barrier and install a new air curtain system at on Canal #287 (located between Atlantis Drive and Hollerich Drive in Big Pine Key); and to waive the waive the requirement to submit financial statements with their proposal.

---

**ITEM BACKGROUND:** Proposals were first received on June 24, 2015. Only one proposal was received for $381,100, which was 217% over the budgeted amount of $175,000. The proposal was rejected with the approval of the BOCC. The RFP was readvertised and new proposals were received on December 15, 2015.

Two proposals were received, the low proposal was received for $202,384, which is 150% above the budgeted amount of $135,000. This proposal did not include Financial Statements, which was a requirement in the Request for Proposal. The vendor misunderstood the RFP and indicated they normally provide the financial statements only when they are the low bidder, due to the confidential nature of the documents. The Financial Statements were provided after the proposal opening, per request from staff, and are acceptable. Approval is being requested to waive this requirement and accept the proposal with this irregularity, which was amended to satisfactory condition after the opening.

The second proposal is for $ 308,850, which is $106,466 higher than the low proposal and also 225% above the budgeted amount, and which contained the financial statements.

A separate award of a contract for 2 years for operation and maintenance of both systems is being evaluated and will be presented for approval in the future. It was included in the RFP and the proposal received from the vendor.

Canal #266 and #287 Air Curtain Installation projects are part of the *Canal Restoration Demonstration Program*, and are designed to evaluate the cost and effectiveness of *installation of air curtains as weed barriers*, to prevent seaweed from entering the canals where it becomes trapped, drops to the canal bottoms and decays. These projects are the fourth and fifth of the County's specified six demonstration canal projects. These canals are among the worst as to water quality in the entire County. The two projects are being issued under one solicitation for cost effectiveness. As a reminder, Canal #266 was also a demonstration project for organic muck removal. Installation of an air curtain will help reduce new accumulation of seaweed in that canal.

---

**PREVIOUS RELEVANT BOCC ACTION:**
May 20, 2015 – Approval to advertise the RFP.
July 15, 2015 – Approval to reject proposals and readvertise the RFP

---

**CONTRACT/AGREEMENT CHANGES:** Not applicable

---

**STAFF RECOMMENDATIONS:** Approval

**TOTAL COST:** NTE $202,384 **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: Earth Tech Enterprises  Contract #_____

Effective Date: February 10, 2016

Expiration Date: 60 days from NTP

Contract Purpose/Description:

This Agreement authorizes Earth Tech Enterprises, Inc. to proceed with associated work for installing two air curtains on canals #266 and #287, both in Big Pine Key./

Contract Manager: Rhonda Haag (Name) 8774 (Ext.) CAD M.S. #26 (Department/Stop #)

for BOCC meeting on 02/10/16  Agenda Deadline: 01/26/15

### CONTRACT COSTS

Total Dollar Value of Contract: $ 202,384  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: $49,000/yr  For: Two Year Maintenance cost

(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 | 1-26-16 | Yes ☐ No ☑ | | 1-26-16 |
| O.M.B./Purchasing | 1/26/16 | Yes ☐ No ☑ | | 1/26/16 |
| County Attorney | 1/25/16 | Yes ☐ No ☑ | | 1/26/16 |

Comments: _____

OMB Form Revised 2/27/01 MCP #2

**BUDGET AND FINANCE**
**PURCHASING DEPARTMENT**
**TABULATION SHEET**
**OPEN DATE: December 15, 2015 AT 3:00 PM**

**TITLE: Air Curtain Installations Water Quality Improvement Projects Canals #266 Doctor's Arm and #287 Atlantic Estates, Big Pine Key**
**MONROE COUNTY, FLORIDA**

| RESPONDENT | BID BOND | BID AMOUNT |
|---|---|---|
| Earth Tech Enterprises, Inc. | 5% | Base: $202,384.00<br>Operation & Maintenance: $49,000.00 |
| Douglas N. Higgins, Inc. | 5% | Base: $308.850.00<br>Operation & Maintenance: $25,760.00 |
| | | |
| | | |
| | | |
| | | |
| | | |

Bid Committee Present: Melissa Wilson-OMB
Members of the Public Present: Paul Waters-Douglas N. Higgins, Inc.
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

**Proposal Checklist**
**Canals #266 & #287 Air Curtain Installation**
**Name of Contractor: Earth Tech Enterprises, Inc**

Proposal submitted prior to the cutoff time on or before the due date? Yes X No____

Comments: _____

Did Contractor acknowledge receipt of all Addenda? Yes X No____

Comments: Addendums 1&2 acknowledged (10/8 & 10/21)

Does proposal include the Insurance Agent Statement? Yes X No____

Comments: Signed by Risk Management Insurance

Does proposal include the Proposal Bond Per section 5.3.1? Yes X No____

Comments: _____

Does proposal include the Required Information about Litigation Yes X No____

Comments: _____

Does the proposal include the following forms properly filled out? Yes X No____

a. Proposal Form X,
a.1 Unit Price Proposal Form X,
b. Proposal Security (Bid Bond) X,
c. Non-Collusion Affidavit X,
d. Lobbying and Conflict of Interest Clause X,
e. Drug-Free Workplace Form X,
f. Subcontractor Listing Form X,
g. Proposer's Insurance and Indemnification Statement X,
h. Insurance Agents Statement (signed by agent) X, and
i. Local Preference Form and requirements (if applicable), NA
j. Copy of Contractor's licenses including Monroe County Occupational License X State GC license included but not a Monroe County Occupational License
k. All items requested in Item #16 of proposal form X.

16.A Did the Contractor provide a list of entity shareholders (>5%)?
Yes X No____

16.B Did the Contractor provide a list of the officers and directors?
Yes X No____

Comments: _____

**Proposal Checklist**
**Canals #266 & #287 Air Curtain Installation**
**Name of Contractor: Earth Tech Enterprises, Inc**

16.C Did the Contractor provide a list of relevant experience?
Yes X No____

Comments: A summary of experience was provided. Resumes of key staff have not provided, nor the workload of the firm.

16.D Did the Contractor state the number of years the entity has operated?
Yes X No____
Comments: _____

16.E a-e Did the Contractor provide the details of any previous claims or suites?
Yes X No____
Comments: Answers were no to all questions – no open suites or claims

16.E f Did the Contractor provide a minimum of 3 customer references and are they relevant to this project?
Yes X No____
Comments: Four customer references provided. _____

16.E g Did the Contractor provide a minimum of 3 credit references?
Yes X No____
Comments: _____

16. E.h Has the Contractor provided 3 years of financial statements? Yes___ No____

Comments: Financial Statements were not submitted with the proposal, but were requested by staff after the RFP opening.

Is the Contractor Proposing a Means and Methods substantially different than what is described in the Scope of Work? Yes___ No X

If the answer to the above question is "Yes" are the alternate Means and Methods clearly described in the proposal? Yes___ No____
Are the Contractor's Alternate Means and Methods acceptable to Monroe County?
Yes____ No____

Comments: _

**#1A Base Bid in dollars for both Canal #266 and #287: $202,384**
**#1B Base Bid in dollars for 2 years of O&M for Canal #266 and #287: $49,000**

**Alternate #1 – Alternate bid: NA .**

**Proposal Checklist**
**Canals #266 & #287 Air Curtain Installation**
**Name of Contractor: Earth Tech Enterprises, Inc**

Are Three Customer References Provided: Yes X No____

References conducted by Rhonda Haag on 1-11-16, as follows:

Reference #1: Dave Dunnavant, VP, Barron Collier Companies, 239-262-2600

Comments: Earth Tech is Barron's top contractor, and has done over $10 million in contracts the last few years. They do wetlands restoration, plus earth work. Chris from ET is very conscientious, and they do very good work.

Reference #2: Bill Moore, Director of Construction, Kitson Partners, 239-206-7899

Comments: Earth Tech does a lot of work for Kitson, and Kitson couldn't give a better recommendation. They are very happy with ET and enjoy working with them. ET is honest and competitive in their pricing. ET is working on two projects right now for residential development. They have performed several earth work projects. They do what they say they are going to do.

Reference #3: Michael Hueniken, Land Manager, Pulte Homes, 239-495-4800

Comments: (left message)

**AGREEMENT**
Between Owner and Contractor
Monroe County BOCC

This AGREEMENT is:

Made as of the 10th Day of February, 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: Earth Tech Enterprises Inc.
5425 Golden Gate Parkway STE 3
Naples, Florida 34116

For the following Project: **AIR CURTAIN INSTALLATIONS, WATER QUALITY IMPROVEMENT PROJECTS, CANALS #266 DOCTOR'S ARM AND #287 ATLANTIC 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 the Work

1. **Project Overview**

The Scope of Work consists of removing an existing weed barrier and installing a new weed barrier system at the mouth of Canal #266 located between Baileys Lane and Witters Lane in Doctor's Arm Big Pine Key, and demolishing portions of an old weed barrier system and installing a new weed barrier system at Canal #287 located between Atlantis Drive and Hollerich Drive in Big Pine Key. The weed barrier activities are to be completed to prevent the migration of weed wrack into the canals and the subsequent water quality degradation associated with the accumulation of weed wrack on the canal bottoms.

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:
8AM to 6PM Mon-Fri, excluding County 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 Electrical Connection 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 contract. 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, with the exception of the permits for the Electrical work, which are the responsibility of the selected Contractor. If there are additional permits required, the Contractor shall obtain them with payment by the County.

**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.

2. 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. The Contractor shall notify the County's Sustainability/Projects Director and AMEC in any event, in order to not compromise the Owner's right to make appropriate decisions.

3. Contractor shall maintain As-Built Drawings of his work progression.

4. Contractor will be responsible for following the permit conditions in the South Florida Water Management District, U.S. Army Corp of Engineers, Florida Keys National Marine Sanctuary and Monroe County permits.

5. Contractor shall provide suitable storage container, and be responsible for disposal off-site of all debris and trash.

6. The Contractor will be responsible for demolition of the existing weed barriers, as detailed on the Drawings contained in Exhibit A of the RFP. The Contractor shall dispose of the demolition materials at a licensed solid waste facility and shall use a properly licensed solid waste hauling vendor, licensed to operate in Monroe County. Contractor shall provide to Monroe County the location of the licensed facility and waste hauler prior to any disposal.

7. Coordination of each days works shall be done in advance with approval from AMEC / Engineer.

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.

---

The Engineer is:

Amec Foster Wheeler Environment & Infrastructure
Greg Corning
5845 NW 158th Street
Miami Lakes, FL 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 |
|---|---|---|---|---|
| 16 | Lower Keys Electric | Connie | (305) 745-1551 | 22814 Overseas Highway, Summerland Key, FL 33042 |

## 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 air curtains at both Canal #266 and Canal #287 within **Sixty (60)** calendar days from Notice to Proceed for the completion of the installation and Final Completion 30 days from Substantial. The maintenance period shall begin at Final Completion, and shall be provided under a separate contract. 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 Final 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 Final 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 two Air Curtains for the Contract Sum of **Two Hundred Two Thousand Three Hundred Eighty Four Dollars ($202,384.00)**, 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 Alternatives.**

## 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/Projects Director 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/Projects Director. 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:

WC3:
$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

WCUSLH US Longshoremen & Harbor Workers Act - NOT REQUIRED

WCJA Federal Jones Act - Same as Employer's Liability-

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

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, 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.

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 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: September 2015

9.1.4 The Addenda, if any, are as follows:

| Number | Date |
|---|---|
| Addendum No 1 | 10/8/2015 |
| Addendum No 2 | 10/21/2015 |

9.1.5 The Alternates, if any, are as follows:

**Alternate No. 1: Not Applicable**

**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. 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

(SEAL)

Attest:
By: _____

Print Name: _____

Title: _____

Date: _____

And:
By: _____

Title: _____

**EARTH TECH ENTERPRISES INC**

By: _____

Print name: Lisa Gehring

Title: VP

Date: 1/26/16

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

On this 26 day of Jan, 2016, before me, the undersigned notary public, Personally appeared Lisa Gehring, known to me to be the Person whose name is subscribed above or who produced FL DL As identification, and acknowledged that he/she is the person who executed the above contract with Monroe County for the Air Curtain Incinerator Project for the purposes therein contained.

By: _____
Notary Public
Gloria Velez
Print Name
My commission expires: Nov 14, 2018

GLORIA VELEZ
MY COMMISSION # FF 141653
EXPIRES: November 14, 2018
Bonded Thru Budget Notary Services

Seal

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MEDRANO
ASSISTANT COUNTY ATTORNEY
Date 1/26/16

## 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 |

# 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 has applied for the applicable environmental and County permits, with the exception of the Electrical permits, which are the responsibility of the selected Contractor**. 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/Projects Director 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, 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.

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: Earth Tech Enterprises Inc.
5425 Golden Gate Parkway STE 3
Naples, Florida 34116

For Owner: **Sustainability/Projects Director**
**Rhonda Haag**
**102050 Overseas Highway, Ste. 246**
**Key Largo, FL 33037**

**County Administrator**
**Roman Gastesi**
**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.

# 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
- Operators 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 removing and installing a weed barrier system at the mouth of Canal #266 located between Baileys Lane and Witters Lane in Doctor's Arm Big Pine Key, and Canal #287 located between Atlantis Drive and Hollerich Drive in Big Pine Key. The weed barrier activities are to be completed to prevent the migration of weed wrack into the canals and the subsequent water quality degradation associated with the accumulation of weed wrack on the canal bottoms.

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.

**1.2 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.

**1.3 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 ($20^{th}$) 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

_____
Sustainability/Projects Director

Date: _____

Approved for Payment

_____
Sustainability/Projects Director

Date: _____

Approved for Payment

_____
Monroe County, Owner
Roman Gastesi, County Administrator

Date: _____

# CONTINUATION SHEET

PAGES

PAGE OF

## 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.

g

**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 property 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 Name of Company

_____ _____
Witness 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<br>(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<br>(Formerly: Flat Glass Marketing Association) |
| HMA | Hardwood Manufacturers Association<br>(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., after approval from the Owner has been obtained. 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/Projects Director prior to the date certified for Substantial Completion. If the Sustainability/Projects Director'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/Projects Director.

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: February 10, 2016 Department: County Administrator
Bulk Item: Yes X No __ Staff Contact /Phone #: Roman Gastesi – 292-4441

**AGENDA ITEM WORDING:** Approval of a Resolution adopting a revised Table of Organization dated February 10, 2016 and repealing Resolution 181-2015.

**ITEM BACKGROUND:** On February 10, 2016 the County Administrator published a revised Table of Organization. The revised Table of Organization dated February 10, 2016 establishes and clarifies the reporting duties of three Offices within the County Administrator's Office: a) the Office of Strategic Planning; b) the Office of Legislative Affairs; and c) the Office of Sustainability and adds the newly created Public Information Officer office to the table.

Under F.S. 125.74(1) (j) and Section 2-58 of the County Code, the County Administrator has the power and duty to "to organize the work of county departments and review the departments, administration and operation of the county and to make recommendations for reorganization by the Board of County Commissioners." Adoption of the resolution would formally approve the new Table of Organization as is required by law.

The revised Table of Organization clarifies that the three aforementioned offices, which are each staffed by a director of that office, fall under the direct supervision of the County Administrator. The revised Table also adds the Public Information officer to the table. This Resolution also repeals Resolution 181-2015 and prior tables of organization.

The resolution provides for interpretations of county contracts, ordinances, resolutions, policies, and other documents to reflect the new table of organization and clarifies who is authorized to resolve disputes in interpretation.

**PREVIOUS RELEVANT BOCC ACTION:** On July 15, 2015 the Board of County Commissioners passed and approved Resolution No. 181-2015 approving a new Table of Organization for County government. On October 21, 2015 the Board of County Commissioners adopted Ordinance No. 025-2015 amending Monroe County Code Sections 1-2, 2-179(a)(2), 2-347(l)(4), 2-349(d), 4-3(2), 6-55(c)(22)) and 122-6(b),(c) and (d) to reflect the change in nomenclature contained in that Table of Organization.

**CONTRACT/AGREEMENT CHANGES: N/A**

**STAFF RECOMMENDATIONS: Approval**

**TOTAL COST:_____ INDIRECT COST: ___N/A___ BUDGETED:** Yes ___No ___

**DIFFERENTIAL OF LOCAL PEFERENCE:_____**

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

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

**APPROVED BY:** County Atty RBS x 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, ADOPTING A REVISED TABLE OF ORGANIZATION DATED FEBRUARY 10, 2016; REPEALING *RESOLUTION NO. 181-2015* AND ALL PRIOR TABLES OF ORGANIZATION; PROVIDING DIRECTION TO STAFF FOR INTERPRETATION OF CONTRACTS, REGULATIONS, AND OTHER DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** on February 10, 2016 the County Administrator published a revised Table of Organization; and

**WHEREAS,** F.S. 125.74(1)(j) vests the County Administrator with the power and duty to organize the work of County departments, subject to an administrative code developed by the Administrator and adopted by the Board, and review the departments, administration, and operation of the County and make recommendations pertaining thereto for reorganization by the Board; and

**WHEREAS,** Section 2-58 of the Monroe County Code adopts and incorporates the County Administrator Law into County Code; and

**WHEREAS** the revised Table of Organization dated February 10, 2016 establishes and clarifies the reporting duties of three offices within the County Administrator's Office: a) the Office of Strategic Planning; b) the Office of Legislative Affairs; and c) the Office of Sustainability and d) adds the new Public Information Officer position to the Table; and

**WHEREAS,** the four offices are staffed by a director or officer of that office; and

**WHEREAS,** the four offices operate under the direct supervision of the County Administrator; and

**WHEREAS,** this Resolution repeals *Resolution No. 181-2015* and all prior tables of organization; and

**WHEREAS,** it is necessary to authorize staff to interpret contracts, ordinances, resolutions, and other County documents to reflect the new structure and positions set forth in the Table of Organization; and

**WHEREAS,** the revised Table of Organization dated February 10, 2016 is attached hereto and incorporated by reference herein.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

**SECTION 1:** **Recitals.** Each "WHEREAS" clause set forth herein is ratified and incorporated herein by this reference.

**SECTION 2:** **Approval of New Table of Organization.** The Monroe County Board of County Commissioners accepts the recommendation of the County Administrator regarding the reorganization of County departments and offices and adopts the Table of Organization dated February 10, 2016 which is attached hereto and incorporated by reference herein as Exhibit A.

**SECTION 3:** **Repealer.** The Commission hereby repeals *Resolution No. 181-2015* in its entirety and all prior tables of organization previously approved by the Board.

**SECTION 4:** **Authorization.** The Monroe County Board of County Commissioners authorizes staff and all other interested parties to interpret all existing codes, ordinances, resolutions, policies and contracts in a manner that substitutes the revision in the Table of Organization, including office names, to reflect the authority of the four offices and is consistent with the intent of policies and contracts adopted under prior organizational charts.

**SECTION 5:** **Direction to Staff.** Staff is directed to prepare comprehensive ordinance reflecting the Code changes made necessary by the revised Table of Organization, if any.

**SECTION 6:** **Interpretation of Contracts.** To the extent permitted by Article I, Section 10 of the United States Constitution and Article I, Section 10 of the Florida Constitution, all uses of the terms "Division", "Deputy County Administrator", "Division Director", and "Public Works Director" in current contracts shall be construed to reflect the appropriate subordinate unit(s) of County government and/or the titles set forth in the new Table of Organization.

**SECTION 7:** **Disputes as to Interpretations.** The Senior Director of Planning and Environmental Resources, or her designee, shall have the authority to resolve all disputes and/or questions regarding interpretations authorized by this resolution of the Comprehensive Plan, Land Development Code, the boundaries of the official Land Use District map and Future Land Use map; as well as Article II, Chapter 17 of the Monroe County Code of Ordinances. The County Attorney, or his designee, shall have the authority to resolve all other disputes and/or questions regarding interpretations authorized by this resolution. Such interpretations rendered under this section shall be the final administrative action of the County.

**SECTION 8:** **Effective Date.** This Resolution shall become effective upon adoption and shall continue to be in full force and effect until rescinded by subsequent resolution of this Board.

**PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 10th day of February, 2016.

| | |
|---|---|
| **Mayor Heather Carruthers** | _____ |
| **Mayor *pro tem* George Neugent** | _____ |
| **Commissioner Danny Kolhage** | _____ |
| **Commissioner Sylvia Murphy** | _____ |
| **Commissioner David Rice** | _____ |

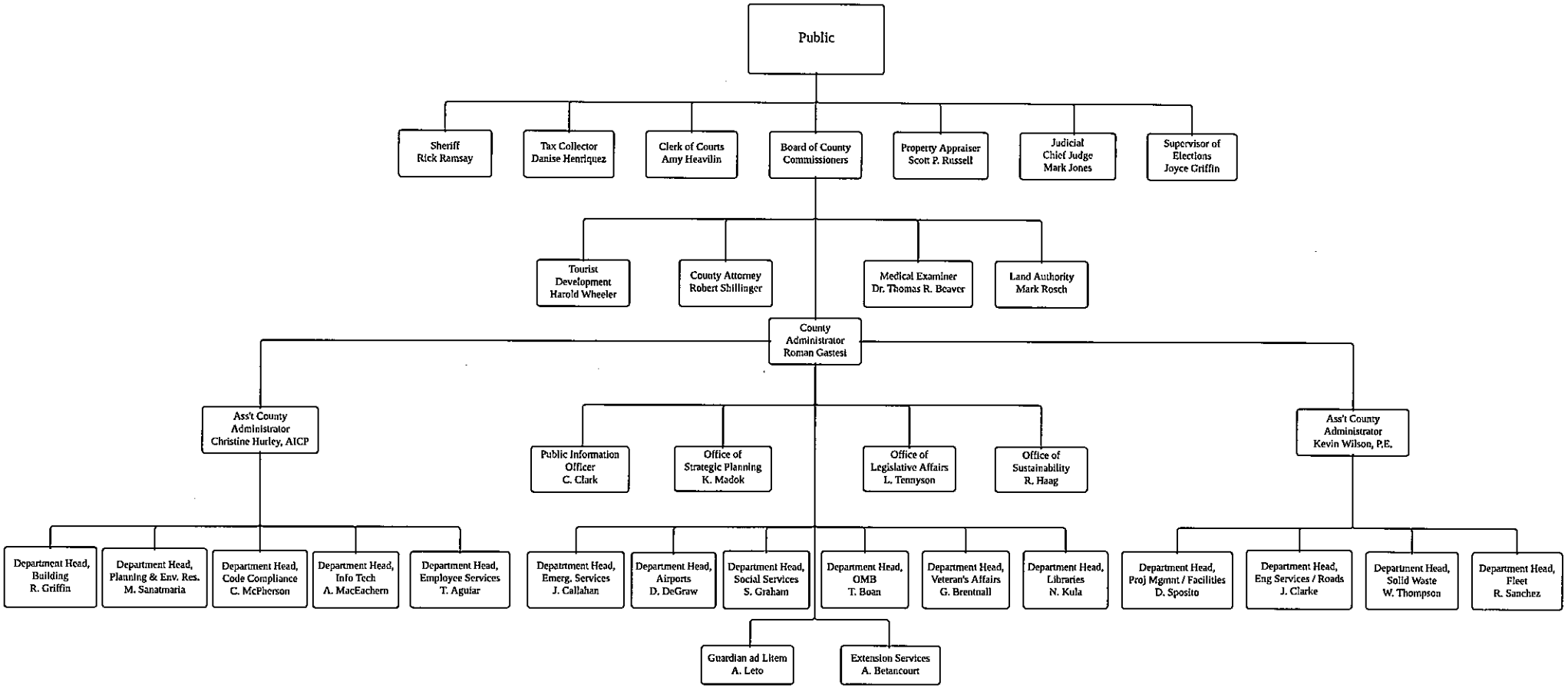
**(SEAL)**
**ATTEST: AMY HEAVILIN, CLERK**

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

**By:** _____
**Deputy Clerk**

_____
**Mayor Heather Carruthers**

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
ROBERT B. SHILLINGER, JR.
COUNTY ATTORNEY
Date 1-26-16


Public
Sheriff
Rick Ramsay
Tax Collector
Danise Henriquez
Clerk of Courts
Amy Heavilin
Board of County Commissioners
Property Appraiser
Scott P. Russell
Judicial
Chief Judge
Mark Jones
Supervisor of Elections
Joyce Griffin
Tourist Development
Harold Wheeler
County Attorney
Robert Shillinger
Medical Examiner
Dr. Thomas R. Beaver
Land Authority
Mark Rosch
County Administrator
Roman Gastesi
Ass't County Administrator
Christine Hurley, AICP
Public Information Officer
C. Clark
Office of Strategic Planning
K. Madok
Office of Legislative Affairs
L. Tennyson
Office of Sustainability
R. Haag
Ass't County Administrator
Kevin Wilson, P.E.
Department Head, Building
R. Griffin
Department Head, Planning & Env. Res.
M. Sanatmaria
Department Head, Code Compliance
C. McPherson
Department Head, Info Tech
A. MacEachern
Department Head, Employee Services
T. Aguiar
Department Head, Emerg. Services
J. Callahan
Department Head, Airports
D. DeGraw
Department Head, Social Services
S. Graham
Department Head, OMB
T. Boan
Department Head, Veteran's Affairs
G. Brentnall
Department Head, Libraries
N. Kula
Department Head, Proj Mgmnt / Facilities
D. Sposito
Department Head, Eng Services / Roads
J. Clarke
Department Head, Solid Waste
W. Thompson
Department Head, Fleet
R. Sanchez
Guardian ad Litem
A. Leto
Extension Services
A. Betancourt

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Department: County Administrator

Bulk Item: Yes X No ___ Staff Contact Person/Phone # Roman Gastesi, 292-4442

**AGENDA ITEM WORDING:** Confirmation or reconfirmation of Assistant County Administrators and Department Heads under the new Table of Organization.

**ITEM BACKGROUND:** On June 9, 2015 the County Administrator proposed modifications to the organizational and managerial structure of the County. On July 15, 2015, the Board approved the new Table of Organization. On October 21, 2015, the Commission adopted ordinance 025-2015 which amended the County Code to incorporate language changes made necessary by adoption of the new Table of Organization and defined the terms County Administrator, Assistant County Administrator, Department, and Department Head. On February 10, 2016, the Board will consider in a separate item a resolution approving a revised Table of Organization dated February 10, 2016. Florida law and the County Code require that the Board confirm any person serving as a department head. F.S. 125.74(1)(k) and Ordinance 025-2015. As indicated below, some department heads were previously confirmed and other staff who head up what is now considered to be a department under the revised Table of Organization must be confirmed.

Consistent with these requirements the attached Table of Organization identifies:

- 2 Assistant County Administrators:
  - Christine Hurley (confirming); and
  - Kevin Wilson (confirming)
- 3 Directors of Offices in the County Administrator's office:
  - Rhonda Haag, Director of Sustainability
  - Kevin Madok, Director of Strategic Planning; and
  - Lisa Tennyson, Director of Legislative Affairs;
- 1 Public Information Officer, Cammy Clark
- 14 Department Heads :
  - Teresa Aguiar, Director of Employee Services (originally confirmed on 10/19/05 - reconfirming);
  - Tina Boan, Director of Budget and Finance(originally confirmed on 6/18/08 - reconfirming);
  - George Brentnall, Director of Veterans Affairs (originally confirmed on 10/20/10 - reconfirming);
  - James Callahan, Director of Emergency Services(originally confirmed on 1/28/09 - reconfirming);
  - Judith Clarke, Director of Engineering and Roads (confirming)
  - Don DeGraw, Director of Airports (originally confirmed on 7/16/14 - reconfirming);
  - Sheryl Graham, Director of Social Services (originally confirmed on 10/15/08 - reconfirming);
  - Norma Kula, Director of Libraries (originally confirmed on 12/8/99 - reconfirming);
  - Alan MacEachern, Director of Information Technology (originally confirmed on 10/21/15 - reconfirming);
  - Cynthia McPherson, Director of Code Compliance (originally confirmed on 4/15/15 - reconfirming);
  - Doug Sposito, Director Project Management and Facilities (confirming)
  - Roy Sanchez, Director of Fleet (originally confirmed on 4/5/88 - reconfirming);
  - Will Thompson, Director of Solid Waste (confirming)

- Rick Griffin, Director of Building; (originally confirmed on 11/17/15 - reconfirming);

**PREVIOUS RELEVANT BOCC ACTION:**
July 15, 2015 Board adopted Resolution 181-2015 approving a new Table of Organization
October 21, 2015 Board adopted Ordinance 025-215 establishing definitions for the new positions created in the new Table of Organization

**CONTRACT/AGREEMENT CHANGES: N/A**

**STAFF RECOMMENDATIONS:** Approval

**TOTAL COST:** _____ **INDIRECT COST:** $ _____ **BUDGETED:** Yes ☐ No ☐

**DIFFERENTIAL OF LOCAL PREFERENCE:** _____

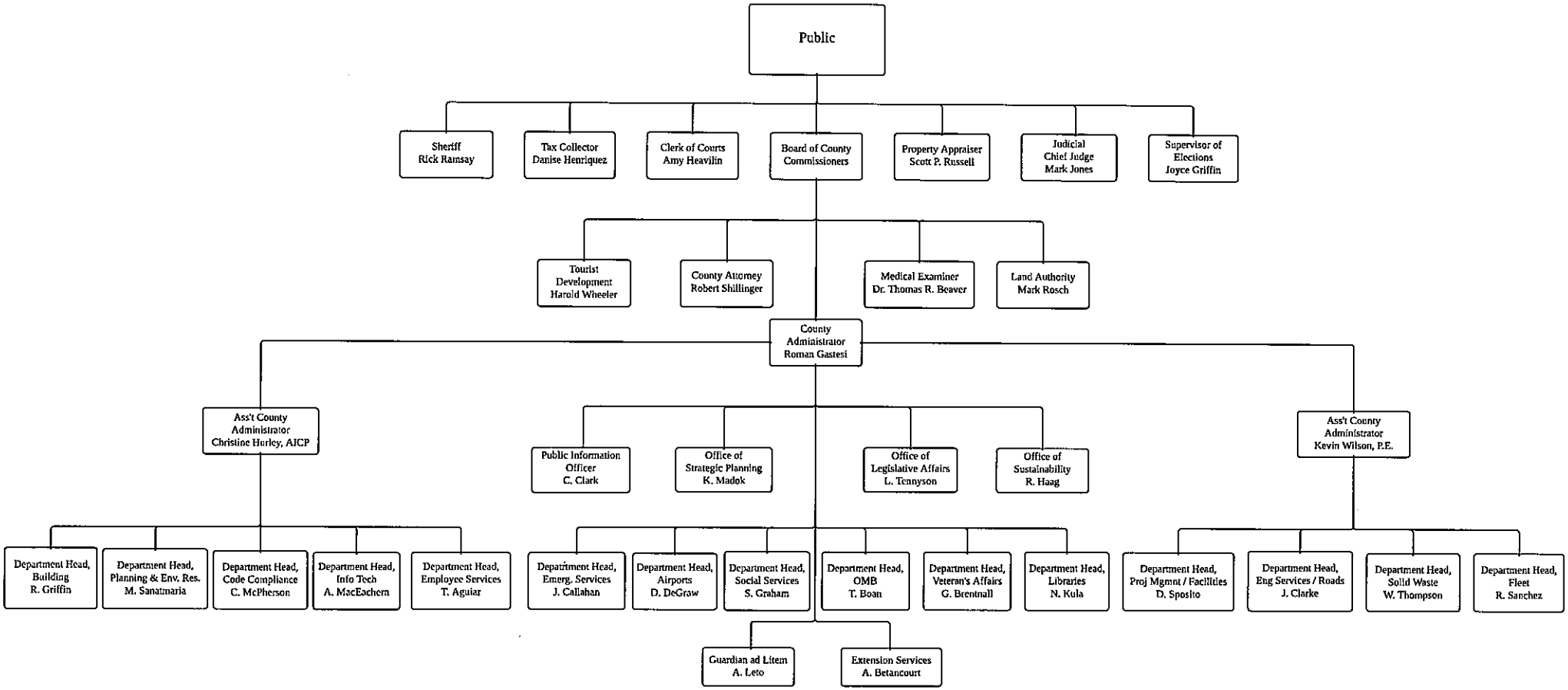
**COST TO COUNTY:** $ _____ **SOURCE OF FUNDS:** $ _____

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

**APPROVED BY:** County Attorney: ☑ OMB/Purchasing: ☐ Risk Management: ☐

**DOCUMENTATION:** Included: ☐ Not Required: ☐

**DISPOSITION:** _____ **AGENDA ITEM #:** _____


Public
Sheriff
Rick Ramsay
Tax Collector
Danise Henriquez
Clerk of Courts
Amy Heavilin
Board of County Commissioners
Property Appraiser
Scott P. Russell
Judicial
Chief Judge
Mark Jones
Supervisor of Elections
Joyce Griffin
Tourist Development
Harold Wheeler
County Attorney
Robert Shillinger
Medical Examiner
Dr. Thomas R. Beaver
Land Authority
Mark Rosch
County Administrator
Roman Gastesi
Ass't County Administrator
Christine Hurley, AICP
Public Information Officer
C. Clark
Office of Strategic Planning
K. Madok
Office of Legislative Affairs
L. Tennyson
Office of Sustainability
R. Haag
Ass't County Administrator
Kevin Wilson, P.E.
Department Head, Building
R. Griffin
Department Head, Planning & Env. Res.
M. Sanatmaria
Department Head, Code Compliance
C. McPherson
Department Head, Info Tech
A. MacEachern
Department Head, Employee Services
T. Aguiar
Department Head, Emerg. Services
J. Callahan
Department Head, Airports
D. DeGraw
Department Head, Social Services
S. Graham
Department Head, OMB
T. Boan
Department Head, Veteran's Affairs
G. Brentnall
Department Head, Libraries
N. Kula
Department Head, Proj Mgmnt / Facilities
D. Sposito
Department Head, Eng Services / Roads
J. Clarke
Department Head, Solid Waste
W. Thompson
Department Head, Fleet
R. Sanchez
Guardian ad Litem
A. Leto
Extension Services
A. Betancourt

West's Florida Statutes Annotated
Title XI. County Organization and Intergovernmental Relations (Chapters 124-164) (Refs & Annos)
Chapter 125. County Government (Refs & Annos)
Part III. County Administration

West's F.S.A. § 125.74

# 125.74. County administrator; powers and duties

Currentness

(1) The administrator may be responsible for the administration of all departments responsible to the board of county commissioners and for the proper administration of all affairs under the jurisdiction of the board. To that end, the administrator may, by way of enumeration and not by way of limitation, have the following specific powers and duties to:

(a) Administer and carry out the directives and policies of the board of county commissioners and enforce all orders, resolutions, ordinances, and regulations of the board to assure that they are faithfully executed.

(b) Report to the board on action taken pursuant to any directive or policy within the time set by the board and provide an annual report to the board on the state of the county, the work of the previous year, and any recommendations as to actions or programs the administrator deems necessary for the improvement of the county and the welfare of its residents.

(c) Provide the board, or individual members thereof, upon request, with data or information concerning county government and to provide advice and recommendations on county government operations to the board.

(d) Prepare and submit to the board of county commissioners for its consideration and adoption an annual operating budget, a capital budget, and a capital program.

(e) Establish the schedules and procedures to be followed by all county departments, offices, and agencies in connection with the budget and supervise and administer all phases of the budgetary process.

(f) Prepare and submit to the board after the end of each fiscal year a complete report on the finances and administrative activities of the county for the preceding year and submit his or her recommendations.

(g) Supervise the care and custody of all county property.

(h) Recommend to the board a current position classification and pay plan for all positions in county service.

(i) Develop, install, and maintain centralized budgeting, personnel, legal, and purchasing procedures.

(j) Organize the work of county departments, subject to an administrative code developed by the administrator and adopted by the board, and review the departments, administration, and operation of the county and make recommendations pertaining thereto for reorganization by the board.

(k) Select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the board. However, the employment of all department heads shall require confirmation by the board of county commissioners.

(*l*) Suspend, discharge, or remove any employee under the jurisdiction of the board pursuant to procedures adopted by the board.

(m) Negotiate leases, contracts, and other agreements, including consultant services, for the county, subject to approval of the board, and make recommendations concerning the nature and location of county improvements.

(n) See that all terms and conditions in all leases, contracts, and agreements are performed and notify the board of any noted violation thereof.

(*o*) Order, upon advising the board, any agency under the administrator's jurisdiction as specified in the administrative code to undertake any task for any other agency on a temporary basis if he or she deems it necessary for the proper and efficient administration of the county government to do so.

(p) Attend all meetings of the board with authority to participate in the discussion of any matter.

(q) Perform such other duties as may be required by the board of county commissioners.

(2) It is the intent of the Legislature to grant to the county administrator only those powers and duties which are administrative or ministerial in nature and not to delegate any governmental power imbued in the board of county commissioners as the governing body of the county pursuant to s. 1(e), Art. VIII of the State Constitution. To that end, the above specifically enumerated powers are to be construed as administrative in nature, and in any exercise of governmental power the administrator shall only be performing the duty of advising the board of county commissioners in its role as the policy-setting governing body of the county.

**Credits**

Laws 1974, c. 74-193, § 1. Amended by Laws 1995, c. 95-147, § 822, eff. July 10, 1995.

Notes of Decisions (3)

West's F. S. A. § 125.74, FL ST § 125.74
Current with chapters from the 2015 1st Reg. Sess. of the 24th Legislature in effect through 7/1/15, and Sp. "A" Sess. of the 24th Legislature in effect through 6/16/15

**End of Document**

© 2015 Thomson Reuters. No claim to original U.S. Government Works.

**ORDINANCE NO. 025 - 2015**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AMENDING MONROE COUNTY CODE SECTIONS 1-2; 2-179(a)(2); 2-347(l)(4); 2-349(d); 4-3(2); 6-55(c)(22); and 122-6(b)(c) and (d) TO REFLECT THE CHANGE IN NOMENCLATURE CONTAINED IN THE COUNTY'S NEW TABLE OF ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES INCONSISTENT HEREWITH; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** on June 9, 2015 the County Administrator modified the organizational and managerial structure of the County to reflect not only changes in titles and positions but also in the organizational and managerial structure of the County in a new Table of Organization; and

**WHEREAS,** on July 15, 2015 the Monroe County Board of County Commissioners passed *Resolution 181-2015*, which approved the new Table of Organization; and,

**WHEREAS,** as a result of the Board's adoption and approval of the new Table of Organization, certain sections of the Monroe County Code need to be amended to reflect the nomenclature utilized in the new Table of Organization; and,

**WHEREAS,** the specific term "Division Director" appears in the Monroe County Code in Sections: 2-179(a) (2); 2-347(l) (4); 2-349(d); 4-3(2); 6-55(c) (22); and 122-6(d); and

**WHEREAS,** the specific term "director" appears numerous times throughout the Monroe County Code including the land development code and this term may change from time to time; and,

**WHEREAS,** this Ordinance will add definitions and amend specific sections to reflect titles and positions in the Table of Organization;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA as follows:**

**Section 1:** **Section 1-2 - *Rules of construction and definitions.* is hereby amended to add the following additional language to this section:**

**Assistant County Administrator.** The term "assistant county administrator" shall mean a County employee who has been selected by the County Administrator and confirmed by the Board as the person responsible for the oversight and supervision of multiple County departments and department heads and authorized to exercise such authority as delegated by the County Administrator.

**County Administrator.** The term "county administrator" shall mean the individual appointed by the Board to be the administrative head of the County and shall be responsible for the administration of all departments of County government over which the Board has authority to control except for the County Attorney's Office and the Monroe County Comprehensive Land Authority.

**Department.** The term "department" means a distinct sub-unit of County government created by the Board which falls under the general supervision of the County Administrator and/or Assistant County Administrator, as well as the direct supervision of a department head confirmed by the Board.

**Department Head.** The term "department head" means the County employee who has been selected by the County Administrator and confirmed by the Board as the person responsible for the operations of a County department and supervision of all employees within that department. The term department head applies to all employees selected by the County Administrator and confirmed by the Board as the employee responsible for the operations of a County department regardless of that employee's actual title.

**Section 2:** **Section 2-179 (a) (2) - *Duties of the county attorney.* is hereby amended to read as follows:**

(a)The County Attorney shall represent the Board as the Board's County attorney, and either personally or through one or more assistant County attorneys or selected outside counsel:

(2) Provide legal advice concerning County business to the County Administrator, any Assistant County Administrator, and department heads when requested or when the County Attorney deems it advisable to do so, provided legal advice shall be furnished according to such procedures the County Attorney may deem necessary to ensure the consistency and quality of advice provided;

**Section 3:** **Section 2-347 (l) (4) - *Competitive bidding procedures.* is hereby amended to read as follows:**

(4) The person suspended by the administrative officer may request a hearing de novo by filing a request for a hearing with the County Administrator's office within ten days after his receipt of the administrative officer's suspension. The County Administrator must schedule a hearing before the vendor committee within 21 days of the County Administrator's receipt of the request. The vendor committee consists of: the County Administrator, a County commissioner appointed by the Board of County Commissioners; the County Attorney; another employee selected by the County Administrator whose department has infrequent or no business dealings with the suspended person; and, if the person was suspended by the OMB director, the County engineer; if the person was suspended by the County engineer, the OMB director. All vendor committee hearings are public hearings (meetings) under F.S. § 286.011. Published notice of a vendor committee hearing must be five days or more in advance of such hearing, excluding the date of publication and the date of the hearing. The hearing must be informally conducted. At the hearing, the suspended person and the administrative officer may offer such evidence as each deems necessary to support each party's respective position, although the vendor committee may exclude immaterial, irrelevant or repetitious evidence. All other evidence of a type commonly relied on by reasonably prudent persons in the conduct of their affairs may be entertained. The vendor committee must, in writing, affirm, vacate, or modify the administrative officer's suspension within ten days after the conclusion of the hearing. The vendor committee's decision is the final administrative action of the county.

**Section 4:** **Section 2-349 (d) - *Local preference in bidding.* is hereby amended to read as follows:**

(d) *Waiver provision.* The application of local preference to a particular purchase, contract or category of contracts for which the Monroe County Board of County Commissioners is the awarding authority may be waived upon written recommendation of the County Administrator and approval of the Monroe County Board of County Commissioners at the time of the award. The application of local preference to a particular purchase, contract, or category of contracts below the award authority of the Monroe County Board of County Commissioners may be waived upon written recommendation of the affected department head and approval of the County Administrator. Waiver of the application of the local preference is based upon analysis of the marketplace and in consideration of the special or unique quality of goods, services or professional services sought to be purchased by the County.

**Section 5:** **Section 4-3(2) - *Legislative findings and intent.* is hereby amended to read as follows:**

(2)The Board of County Commissioners finds that the authority endowed upon the County Administrator to reassign and reallocate job functions may result in changes in the department head assigned responsibility by the county administrator for oversight of the animal control functions.

**Section 6:** **Section 6-55 (c)(22) - *Building department.* is hereby amended to read as follows:**

(22) To provide the Board of County Commissioners and the Planning Commission with reports and recommendations with respect to matters before such bodies, as directed by the Board of County Commissioners, Planning Director, County Administrator or an Assistant County Administrator.

**Section 7:** **Section 122-6 (b)(c) and (d) - *Required inspections of residential structures.* is hereby amended to read as follows:**

(b) Inspections. The inspection required under this section may be conducted either by an inspector from the Building Department or by an inspector approved by the Building Department. Fees for inspections conducted by the Building Department shall be in accordance with the schedule established by resolution of the Board of County Commissioners for inspections conducted under the County's flood insurance inspection and compliance program.

(c) Inspection procedures and forms. All inspections required under this section shall be conducted in accordance with procedures and recorded on County forms approved by the Building Department.

(d) Private inspectors' approval. Non-County inspectors from an approved list maintained by the Building Department may be retained by property owners to complete the inspections required by this section. These inspectors shall be approved by the Building Official and shall be required to take an inspection training session conducted by the Building Department to ensure all inspectors fully understand county inspection and reporting requirements. All inspections conducted and inspection reports prepared by non-County inspectors are subject to review by the Building Department. Inspection reports that are found to be incomplete, inaccurate, or contain errors and omissions, may result in the inspector being removed from the approved list of inspectors by the Building Official.

**Section 8. Severability.**

If any section, paragraph, subdivision, clause, sentence or provision of this ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this ordinance, but the effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence, or provision immediately involved in the controversy in which such judgment or decree shall be rendered.

**Section 9. Conflicting Provisions.**

In the case of direct conflict between any provision of this ordinance and a portion or provision of any appropriate federal, state, or county law, rule code or regulation, the more restrictive shall apply.

**Section 10. Inclusion in the Monroe County Code.**

The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an amendment thereto.

**Section 11. Filing.**

This Ordinance shall be filed with the Department of State and shall be effective as provided in Chapter 125.66(2) Florida Statutes.

**Section 12. Effective Date.**

This Ordinance shall become effective upon filing with the Department of State.

**PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS** of Monroe County, Florida, at a regular meeting of said board held on the 21st of October, 2015.

| | |
|---|---|
| **Mayor Danny L. Kolhage** | Yes |
| **Mayor Pro Tem Heather Carruthers** | Yes |
| **Commissioner George Neugent** | Yes |
| **Commissioner David Rice** | Yes |
| **Commissioner Sylvia Murphy** | Yes |

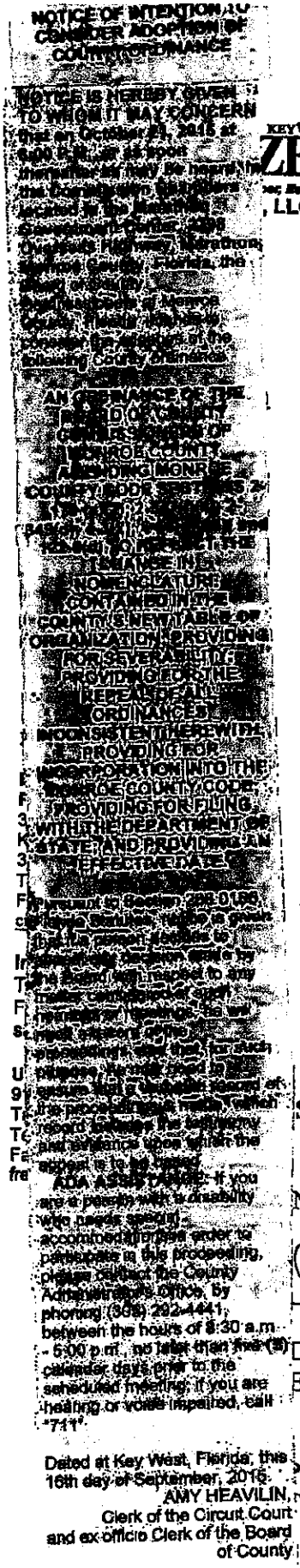
**BOARD OF COUNTY COMMISSIONERS**
**OF MONROE COUNTY, FLORIDA**

**BY:** _____
**Mayor Danny L. Kolhage**

**ATTEST: AMY HEAVILIN, CLERK**

_____
**Deputy Clerk**

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
LISA GRANGER
ASSISTANT COUNTY ATTORNEY
Date 10/13/15



NOTICE OF INTENTION TO CONSIDER ADOPTION OF COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN that on October 21, 2015 at 9:00 a.m., or as soon thereafter as may be heard, the Board of County Commissioners of Monroe County, Florida, the governing body of Monroe County, Florida, will hold a public hearing at the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida, for the purpose of considering the following county ordinance.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AMENDING MONROE COUNTY CODE SECTIONS 2-[illegible] AND [illegible] TO REFLECT THE CHANGE IN NOMENCLATURE CONTAINED IN THE COUNTY'S NEW TABLE OF ORGANIZATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ANY ORDINANCES INCONSISTENT HEREWITH; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE AND PROVIDING AN EFFECTIVE DATE.

Pursuant to Section 286.0105, [illegible] is given that the person deciding to appeal any decision made by the Board with respect to any matter considered at such meeting or hearing 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.

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".

Dated at Key West, Florida, this 16th day of September, 2015.

AMY HEAVILIN,
Clerk of the Circuit Court
and ex officio Clerk of the Board
of County

September 23, 2015
Key West Citizen

KEY WEST CITIZEN
[illegible] Est. 1876
, LLC

# 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 Intent to Adopt Ordinance - Amend Code Sections

was published in said newspaper in the issue(s) of

September 23, 2015

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 23 day of September, 2015

Notary Public:

DAWN KAWZINSKY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE157233
Expires 1/4/2016

Dawn Kawzinsky

Dawn Kawzinsky
Expires: 1/4/16

Notary Seal

Personally Known ___x___ Produced Identification _____

Type of Identification Produced _____

FLORIDA KEYS

# KEYNOTER

Published Twice Weekly
Marathon, Monroe County, Florida

## PROOF OF PUBLICATION

**STATE OF FLORIDA**
**COUNTY OF MONROE**

Before the undersigned authority personally appeared **RICHARD TAMBORRINO** who on oath, says that he is **PUBLISHER of the FLORIDA KEYS KEYNOTER**, a twice weekly newspaper published in Marathon, in Monroe County, Florida: that the attached copy of advertisement was published in said newspaper in the issues of: *(date(s) of publication)*

September 23, 2015

Affiant further says that the said FLORIDA KEYS KEYNOTER is a newspaper published at Marathon, in said Monroe County, Florida, and that the said newspaper has heretofore been continuously published in said Monroe County, Florida, twice each week (on Wednesday and Saturday) and has been entered as a second class mail matter at the post office in Marathon, in Monroe County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement. The 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(s) and that The Florida Keys Keynoter is in full compliance with Chapter 50 of the Florida State Statutes on Legal and Official Advertisements.

Richard Tamborrino, Publisher

Sworn to and subscribed before me this

23 Day of September, 2015

Notary
(SEAL)

BEVERLY TRAEGER
MY COMMISSION # FF 106704
EXPIRES: April 18, 2018
Bonded Thru Notary Public Underwriters

Ad# 1961232

**NOTICE OF INTENTION TO CONSIDER ADOPTION OF COUNTY ORDINANCE**

**NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN** that on October 21, 2015 at 3:00 P.M., or as soon thereafter as may be heard, in the Commission Chambers located in the Marathon Government Center, 2798 Overseas Highway, Marathon, Monroe County, Florida, the Board of County Commissioners of Monroe County, Florida intends to consider the adoption of the following County ordinance.

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, [illegible]**

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 meeting or hearing, 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.

**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".**

Dated at Key West, Florida, this 16th day of September, 2015.

AMY HEAVILIN, Clerk of the Circuit Court and ex officio Clerk of the Board of County Commissioners of Monroe County, Florida

Published September 23, 2015
Florida Keys Keynoter

# THE REPORTER

Published Weekly
Tavernier, Monroe County, Florida

## PROOF OF PUBLICATION

**STATE OF FLORIDA**
**COUNTY OF MONROE**

Before the undersigned authority personally appeared **RICHARD TAMBORRINO** who on oath, says that he is **PUBLISHER** of **THE REPORTER**, a weekly newspaper published in Tavernier, in Monroe County, Florida: that the attached copy of advertisement was published in said newspaper in the issues of: *(date(s) of publication)*

September 25, 2015

Affiant further says that the said THE REPORTER is a newspaper published at Tavernier, in said Monroe County, Florida, and that the said newspaper has heretofore been continuously published in said Monroe County, Florida, each week (on Friday) and has been entered as a second class mail matter at the post office in Tavernier, in Monroe County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement. The 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(s) and that The THE REPORTER is in full compliance with Chapter 50 of the Florida State Statutes on Legal and Official Advertisements.

Richard Tamborrino, Publisher

Sworn to and subscribed before me this

25 Day of September, 2015

Notary
(SEAL)

BEVERLY TRAEGER
MY COMMISSION # FF 108704
EXPIRES: April 18, 2018
Bonded Thru Notary Public Underwriters

Ad# 1561234

**NOTICE OF INTENTION TO CONSIDER ADOPTION OF COUNTY ORDINANCE**

NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN that on October 21, 2015 at 3:00 P.M. or as soon thereafter as may be heard, in the Commission Chambers, 1st Floor, Marathon [illegible]

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY AMENDING [illegible]

[illegible]

PROVIDING FOR THE TRANSMITTAL TO THE FLORIDA DEPARTMENT OF STATE; AND PROVIDING AN EFFECTIVE DATE.

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 hearing or meeting, 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.

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".

Dated at Key West, Florida, this 16th day of September, 2015.

AMY HEAVILIN, Clerk of the Circuit Court and ex officio Clerk of the Board of County Commissioners of Monroe County, Florida

Published September 25, 2015
The Reporter
Tavernier, FL 33070

**RESOLUTION NO. 181 - 2015**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, APPROVING A NEW MANAGERIAL STRUCTURE OF THE COUNTY AND ADOPTION OF A NEW TABLE OF ORGANIZATION; AUTHORIZING STAFF TO REVIEW ALL ORDINANCES, RESOLUTIONS, POLICIES, AND OTHER DOCUMENTS FOR THE PURPOSE OF UPDATING THOSE DOCUMENTS TO REFLECT THE NOMENCLATURE USED IN THE NEW TABLE OF ORGANIZATION; AND AUTHORIZING STAFF AND ALL INTERESTED PARTIES TO INTERPRET ALL ORDINANCES, RESOLUTIONS, POLICIES, FORMS, CONTRACTS, AND OTHER DOCUMENTS TO REFLECT THE TITLES AND NOMENCLATURE USED IN THE NEW TABLE OF ORGANIZATION UNTIL SUCH TIME AS THE EXISTING ORDINANCES, RESOLUTIONS, POLICIES, CONTRACTS, FORMS, AND OTHER INTERNAL DOCUMENTS CAN BE UPDATED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** in recent months the County has undergone a series of personnel changes and retirements; and

**WHEREAS,** Section 125.74(1)(j), Florida Statutes, and Section 2-58(a) of the Monroe County Code of Ordinances provides that the County Administrator has the authority to: "[o]rganize the work of county departments, subject to an administrative code developed by the administrator and adopted by the board, and review the departments, administration, and operation of the county and make recommendations pertaining thereto for reorganization by the board"; and

**WHEREAS,** in the interest of streamlining operations within the County, the County Administrator has revamped the structure of County Government and eliminated the titles and positions of Deputy County Administrator, Division Directors, and Public Works Director; and

**WHEREAS,** the County Administrator has also created two Assistant County Administrator positions; and

**WHEREAS,** on June 9, 2015 the County Administrator modified the organizational and managerial structure of the County to reflect not only these changes in titles and positions but also in the organizational and managerial structure of the County in a new Table of Organization; and

**WHEREAS,** the new Table of Organization is attached hereto as *Exhibit A*, and incorporated by reference herein; and

**WHEREAS,** the changes reflected in the attached Table of Organization shall allow the County to move forward in a more efficient manner; and

**WHEREAS,** the elimination of the titles and positions of Deputy County Administrator, Division Directors, and Public Works Director may necessitate changes to the Monroe County Code of Ordinances, uncodified ordinances, resolutions, policies, and contracts; and

**WHEREAS,** the addition of the title and position of Assistant County Administrator may necessitate changes in the Monroe County Code, uncodified ordinances, resolutions, policies, and contracts; and

**WHEREAS,** the terms "division" and "director" appear in the Monroe County Code of Ordinances over 200 times including nine (9) references to the specific term "Division Director"; and

**WHEREAS,** the Monroe County Code of Ordinances needs to be thoroughly reviewed so appropriate edits can be made to reflect the nomenclature utilized in the new Table of Organization; and

**WHEREAS,** the County is party to countless contracts some of which may make reference to specific titles and positions that have been eliminated under the new Table of Organization; and

**WHEREAS,** this comprehensive review and subsequent ordinances changes will take months to fully complete; and

**WHEREAS,** in the interim, the Board finds it necessary and in the public's interest to interpret its existing code, ordinances, resolutions, policies, and contracts to reflect the new titles in the Table of Organization;

**NOW THEREFORE, BE IT RESOLVED by the Monroe County Board of County Commissioners:**

**SECTION 1:** **Recitals.** Each "WHEREAS" clause set forth herein is ratified and incorporated by reference herein.

**SECTION 2:** **Monroe County Board of County Commissioners Action.** The Monroe County Board of County Commissioners adopts and approves the Table of Organization (Organizational Chart) attached hereto as *Exhibit A.*, *nunc pro tunc* to June 9, 2015.

**SECTION 3:** **Authorization.** The Monroe County Board of County Commissioners authorizes staff and all other interested parties to interpret all existing codes, ordinances, resolutions, policies, forms, contracts, and other internal documents in a manner that substitutes the nomenclature in the new Table of Organization - including titles, positions, and department names - to reflect the authority of the newly created positions in a manner that is consistent with the intent of policies and contracts adopted under prior organizational charts.

**SECTION 4: Direction to staff.** Staff is directed to conduct a comprehensive review of the County Code, uncodified ordinances, resolutions, forms, and policies, and to prepare such ordinances and resolutions as are necessary to reflect the language changes made necessary by the new organizational chart. Staff is further directed to update all forms, policies, and other internal documents to reflect the nomenclature in the new Table of Organization and the interpretations authorized by this resolution.

**SECTION 5: Interpretation of contracts.** To the extent permitted by the Article I, § 10 of the United States Constitution and Article I, §10 of the Florida Constitution, all uses of the terms "Division", "Deputy County Administrator", "Division Director", and "Public Works Director" in current contracts shall be construed to reflect the appropriate subordinate unit(s) of County government and/or the titles set forth in the new Table of Organization.

**SECTION 6: Disputes as to Interpretations.** The Senior Director of Planning and Environmental Resources, or her designee, shall have the authority to resolve all disputes and/or questions regarding interpretations authorized by this resolution of the Comprehensive Plan, Land Development Code, the boundaries of the official land use district map and future land use map; as well as Article II, Chapter 17 of the Monroe County Code of Ordinances. The County Attorney, or his designee, shall have the authority to resolve all other disputes and/or questions regarding interpretations authorized by this resolution. Such interpretations shall be the final administrative action of the County.

**SECTION 7: Effective Date.** This Resolution shall become effective upon adoption *nunc pro tunc* to June 9, 2015 and shall continue to be in full force and effect until rescinded by subsequent resolution of this Board or rendered moot by subsequent action(s) of the Board.

**PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA** at a regular meeting of said Board held on the 15th of July, 2015.

| | |
|---|---|
| **Mayor Danny L. Kolhage** | **Yes** |
| **Mayor *pro tem* Heather Carruthers** | **Yes** |
| **Commissioner George Neugent** | **Yes** |
| **Commissioner David Rice** | **Yes** |
| **Commissioner Sylvia J. Murphy** | **Yes** |

**ATTEST: AMY HEAVILIN, CLERK**

By: Cheryl Robertson
**Deputy Clerk**

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

By: D. P. Kolhage
**Mayor Danny L. Kolhage**

FILED FOR RECORD
2015 JUL 31 AM 9:46
CLK. CIR. CT.
MONROE COUNTY, FLA



MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
ROBERT B. SHILLINGER, JR.
COUNTY ATTORNEY
Date 6-30-15

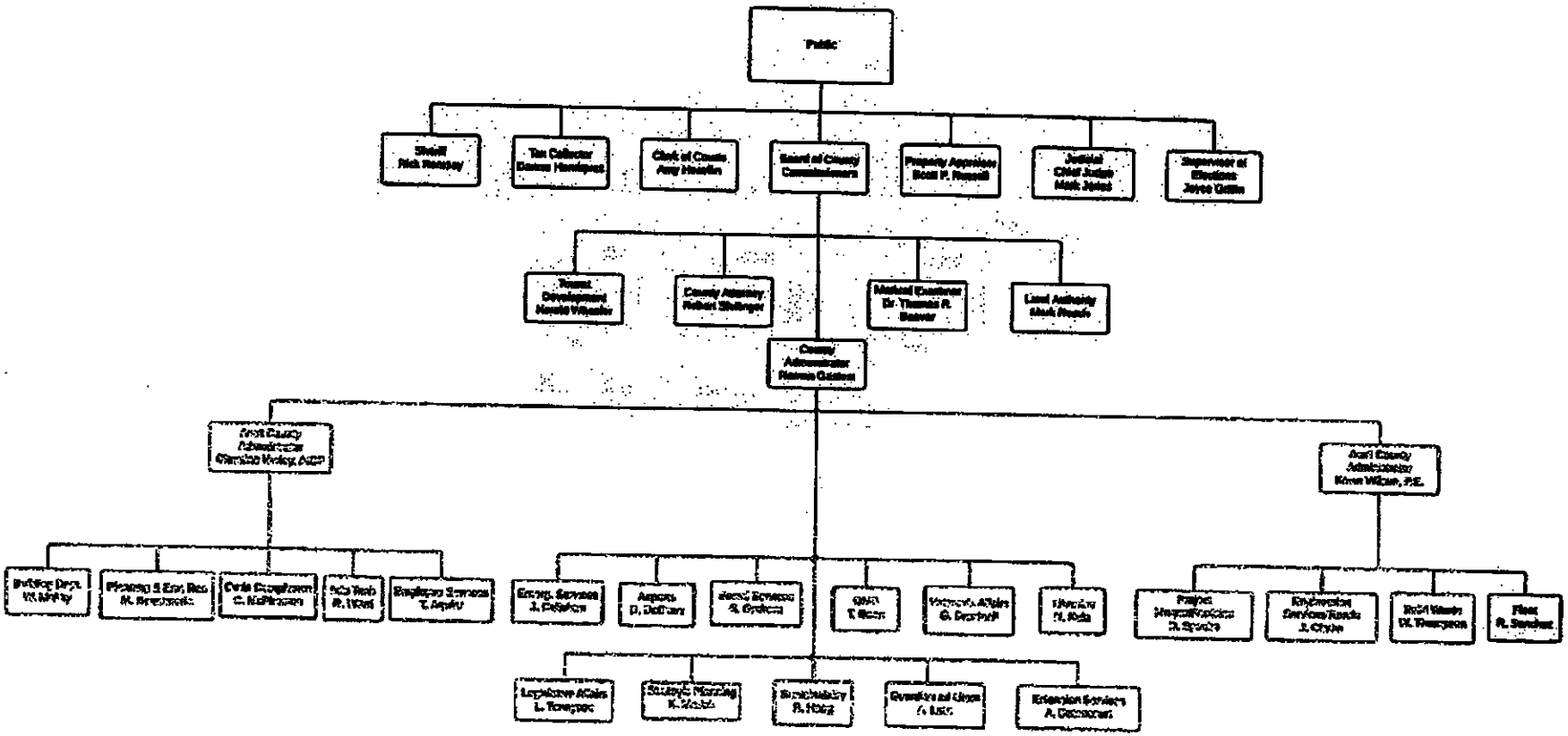



**EXHIBIT A.**
**TO RESOLUTION NO. 181 – 2015**

# Interoffice Memorandum

**Date:** June 9, 2015

**Subject:** New Table of Organization

**From:** Roman Gastesi, County Administrator

**To:** Teresa Aguiar, Alicia Betancourt, Tina Boan, George Brentnall, Chief Callahan, Judy Clarke, Don DeGraw, Sheryl Graham, Rhonda Haag, Christine Hurley, Ed Koconis, Norma Kula, Alexis Leto, Beth Leto, Kevin Madok, Wes Maltby, Cynthia McPherson, Roy Sanchez, Mayte Santamaria, Doug Sposito, Lisa Tennyson, Will Thompson, Kevin Wilson

**Cc:** Bob Shillinger, Katherine Peters, BOCC, Clerk of Court

Change is inevitable, and how each individual and organization responds to it defines its strength and resiliency. With the recent retirements of Dent and Debbie, and the upcoming departure of Connie – it is time to modify our organizational and managerial structure. You are receiving this e-mail because you are one of the leaders of Monroe County government and have accepted the responsibility of leading us into the future – thank you!

Attached is a new Table of Organization (Organizational Chart). The chart demonstrates the County's new structure and reporting order. In the interest of streamlining operations, the County will no longer have a Deputy County Administrator, Division Directors or a Public Works Director. We are eliminating those layers of our operations, and added two (2) Assistant County Administrators to which I have appointed Christine Hurley and Kevin Wilson. I'm confident this new structure will allow us to continue moving Monroe County in the right direction. These changes will also result in an annual decrease of over $200,000 in managerial oversight costs.

All Department Heads and Managers (shown on the attached plan) should plan on attending Senior Management Team meetings (previously known as Division Director Meetings) on most Thursday mornings beginning at 9:30 am (Schedule attached). The meetings will now be called the Senior Management Team meeting. Order of business will include a "whip around" discussion of each department's recent activities for the first hour or so and then the normal discussion of the BOCC agenda items. Some of you may or may not need to attend the discussion of agenda items. Your County Administrator or Assistant County Administrator will make that decision and discuss it with you. Attendance via PolyCom is encouraged - currently PolyCom systems are available in Key Largo, Marathon, and Key West.

The legal department will be handling all BOCC agenda item submittals, publishing of the BOCC agendas, etc. beginning with agenda item submittals due June 30, 2015. Please submit your items to Katherine Peters.

Lindsey Ballard will be replacing Connie, therefore the monthly accomplishments for compilation of the County Administrator's Report to the BOCC, should be sent to Lindsey Ballard.

Further, if you have not already done so, please make sure you fill out, sign and process the attached "Monroe County Purchasing Authorization Form." Department Heads are authorized to sign up to $5,000. Once this form is processed, the County Administrator's office will no longer need to approve purchases for less than $5000. Tina Boan is working on an amendment to the Purchasing Authority to reflect the new organizational chart that will be reviewed and approved by the BOCC. Once that is completed, purchasing limits may be increased for Department Heads.

***F. Purchasing Authority***

**Purchasing Authority is defined as signature verification of original invoicing for receipt of the ordered goods or services for payment by Purchase Order, Audit Slip, or other fiscal documents. Unless specifically authorized by ordinance, all contracts, however titled – Memorandum of Agreement, Agreement, Memorandum of Understanding, Contract etc. – shall be approved by the Board of County Commissioners.**

1. **In order to ensure proper fiscal control, purchasing authority shall be limited to the County Administrator, Deputy County Administrator, Purchasing Director, Division Directors, and Department Director, unless a designee is approved and authorized by the County Administrator or Deputy County Administrator. The County Administrator and Deputy County Administrator shall have authority to sign requests to purchase up to $49,999.99. The Purchasing Director and Division Directors shall sign off on all purchase orders and shall have authority to sign purchase orders up to $25,000 without the Administrator or Deputy Administrator signatures.**

| PURCHASING LEVELS FOR TOTAL DOLLAR AMOUNT | WHAT TO DO? | PURCHASING AUTHORITY (WHO APPROVES/PAYS) |
|---|---|---|
| $.01 - $1,000.00 | Purchase Order not required | Department Director or their designee |
| $1,000.01 - $5,000.00 | Requires Request to Purchase form written or electronic to Purchasing. | Department Director only |
| $5,000.01 - $25,000.00 | Request to Purchase form along with two (2) or more written price quotes as documented by Requesting Department. | Purchasing Director and Division Director only |
| $25,000.00 - $49,999.99 | Request to Purchase form along with two (2) or more written price quotes. Requesting Department will solicit bids in conjunction with the Purchasing Department. | County Administrator only |
| $50,000.00 AND OVER | Competitive Bid process. BOCC prior approval required. Governed by County ordinance, as supplemented by the Purchasing Policies and Procedures Manual. | BOCC |

I look forward to a smooth transition and appreciate your cooperation. Please do not hesitate to contact me if you have any questions, thoughts, etc.

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2015 Department: Sustainability/Projects

Bulk Item: Yes X No ___ Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: Approval to advertise a *Request for Proposals* for installing an *in situ muck aeration system* in Canal #48 in Key Largo, or an alternate location if needed, and providing a 2-year period of operations and maintenance.

**ITEM BACKGROUND:** This Canal #48 *in situ muck aeration installation* project is the first project to be conducted after the initial set of the *Canal Restoration Demonstration Projects*, and is designed to evaluate the cost and effectiveness of utilizing an *in situ aeration technology* which introduces oxygen to stimulate bacteria and other organisms to degrade the accumulated muck. The presence of the muck has depleted the dissolved oxygen levels in the canal waters and the removal of the muck and addition of oxygen will help to restore the canal waters to State Department of Environmental Protection Dissolved Oxygen standards. Canal #48 in Key Largo on Sound Drive was selected utilizing the *Canal Management Master Plan* ranking criteria.

If an access agreement for equipment cannot be obtained, alternative canals include #84 Rock Harbor, #349 Cudjoe, or #345 Cudjoe.

The traditional methods of reducing the amount of accumulated muck require the removal of the material and are expensive and disruptive of the use of the canal. The County wants to test alternative methods that may be far cheaper for the muck removal process. Operations and maintenance includes maintenance of the equipment and payment of the monthly electrical costs to operate the equipment for a period of two years.

This project will be the new sixth demonstration canal project to be solicited. This canal is among the worst as to water quality in the entire County. AMEC will complete the design and specifications, the County will apply for the environmental permit applications.

**PREVIOUS RELEVANT BOCC ACTION:**
None.

**CONTRACT/AGREEMENT CHANGES:** Not applicable

**STAFF RECOMMENDATIONS:** Approval

**TOTAL COST:** Est.**$100,000** **DIRECT COST:** __ **BUDGETED:** Yes X No ___

**DIFFERENTIAL OF LOCAL PREFERENCE:** N/A

**COST TO COUNTY:** **SOURCE OF FUNDS:** Canal Funds

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

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

**DOCUMENTATION:** Included X Not Required ___

**DISPOSITION:**_____ **AGENDA ITEM No.** CAD # ___

# BOARD OF COUNTY COMMISSIONERS
## AGENDA ITEM SUMMARY

Meeting Date: February 10, 2016
Bulk Item: Yes ___ No X

Department: County Administrator

Staff Contact Person/Phone #: Kevin Madok, x4480

**AGENDA ITEM WORDING:** Discussion and direction on borrowing strategy for the current debt-funded construction projects as well as presentation on the general long-term countywide capital requirements versus resources.

**ITEM BACKGROUND:** The debt-funded construction projects were originally budgeted at $25 million. A bond issuance in October, 2014 provided $25 million. A line of credit in the amount of $16 million was contracted at the same time. The project budgets have increased and projects have been added to those programmed to be funded by debt. Additional debt funding is advised.

**PREVIOUS RELEVANT BOCC ACTION:** BOCC approved at the October 17, 2014 meeting the issuance of the Series 2014 Revenue Bonds and the Line of Credit (LOC). The LOC was drawn on April 2, 2015.

**CONTRACT/AGREEMENT CHANGES:** None

**STAFF RECOMMENDATIONS:**

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

**DIFFERENTIAL OF LOCAL PREFERENCE:** ___ N/A_____

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

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

**APPROVED BY:** County Atty CH OMB/Purchasing CD Risk Management MS

**DOCUMENTATION:** Included ___ Not Required___

**DISPOSITION:**_____ **AGENDA ITEM #**_____

Revised 7/09

# BOARD OF COUNTY COMMISSIONERS
## AGENDA ITEM SUMMARY

Meeting Date: February 10, 2016
Bulk Item: Yes X No ___

Department: Strategic Planning

Staff Contact Person/Phone #: Kevin Madok, x4480

---

**AGENDA ITEM WORDING:** Approval to negotiate a contract with Public Financial Management, Inc. (PFM) for financial advisory services. This is a professional service contract to provide financial planning, policy development, services related to debt transactions and other financial services.

---

**ITEM BACKGROUND:** This firm has provided financial services to the County for many years. PFM was the sole respondent to the County's Request for Qualifications (RFQ) which had an opening date of January 13, 2016. Any contract reached as a result of these negotiations will be brought back to the Board of County Commissioners for review and approval.

---

**PREVIOUS RELEVANT BOCC ACTION:** PFM has worked with the county since 1986. In 2004 the County completed a competitive bid process and awarded the contract to PFM. On October 21, 2015, BOCC approved advertising an RFQ for Financial Advisory Services. PFM was the sole respondent.

---

**CONTRACT/AGREEMENT CHANGES:** None

---

**STAFF RECOMMENDATIONS:** Approval

---

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

**DIFFERENTIAL OF LOCAL PREFERENCE:** ___N/A_____

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

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

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

**DOCUMENTATION:** Included ___ Not Required ___

**DISPOSITION:** _____ **AGENDA ITEM #** _____

Revised 7/09

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Division: County Administrator

Bulk Item: Yes X No ___ Staff Contact Person/Phone #: Lisa Tennyson x4444

**AGENDA ITEM WORDING:**
Approval of a resolution expressing support for Florida Department of Environmental Protection's 2016 legislative budget request to address the safety conditions of the historic pedestrian bridges along the Florida Keys Overseas Heritage Trail.

**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 State Park 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.

**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 ____

**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 DFOT 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, meetimg 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 endorsed 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 10th day of February, 2016.

| | |
|---|---|
| **Mayor Heather Carruthers** | _____ |
| **Mayor Pro Tem George Neugent** | _____ |
| **Commissioner Danny Kolhage** | _____ |
| **Commissioner David Rice** | _____ |
| **Commissioner Sylvia Murphy** | _____ |

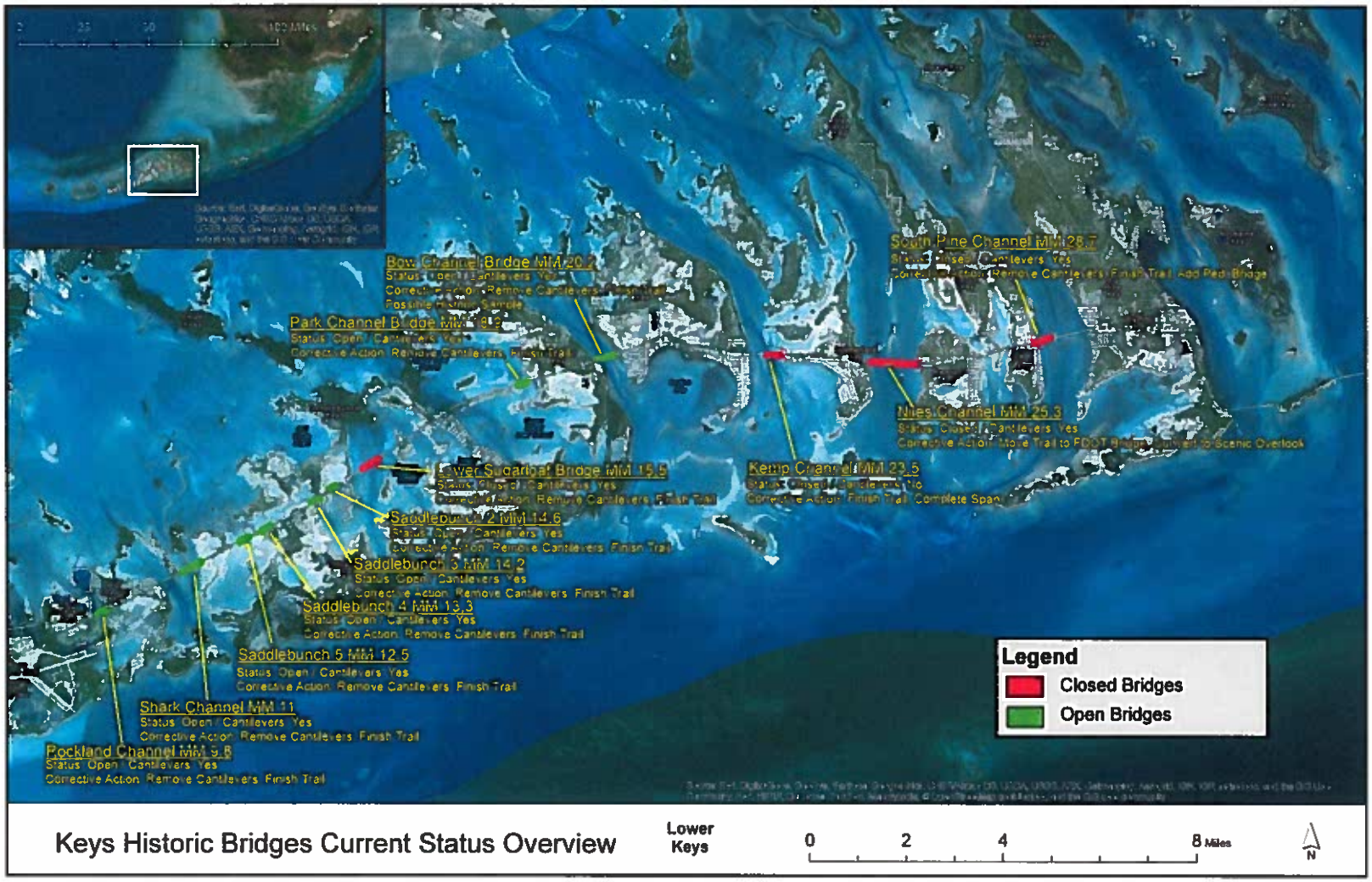
**(SEAL)**

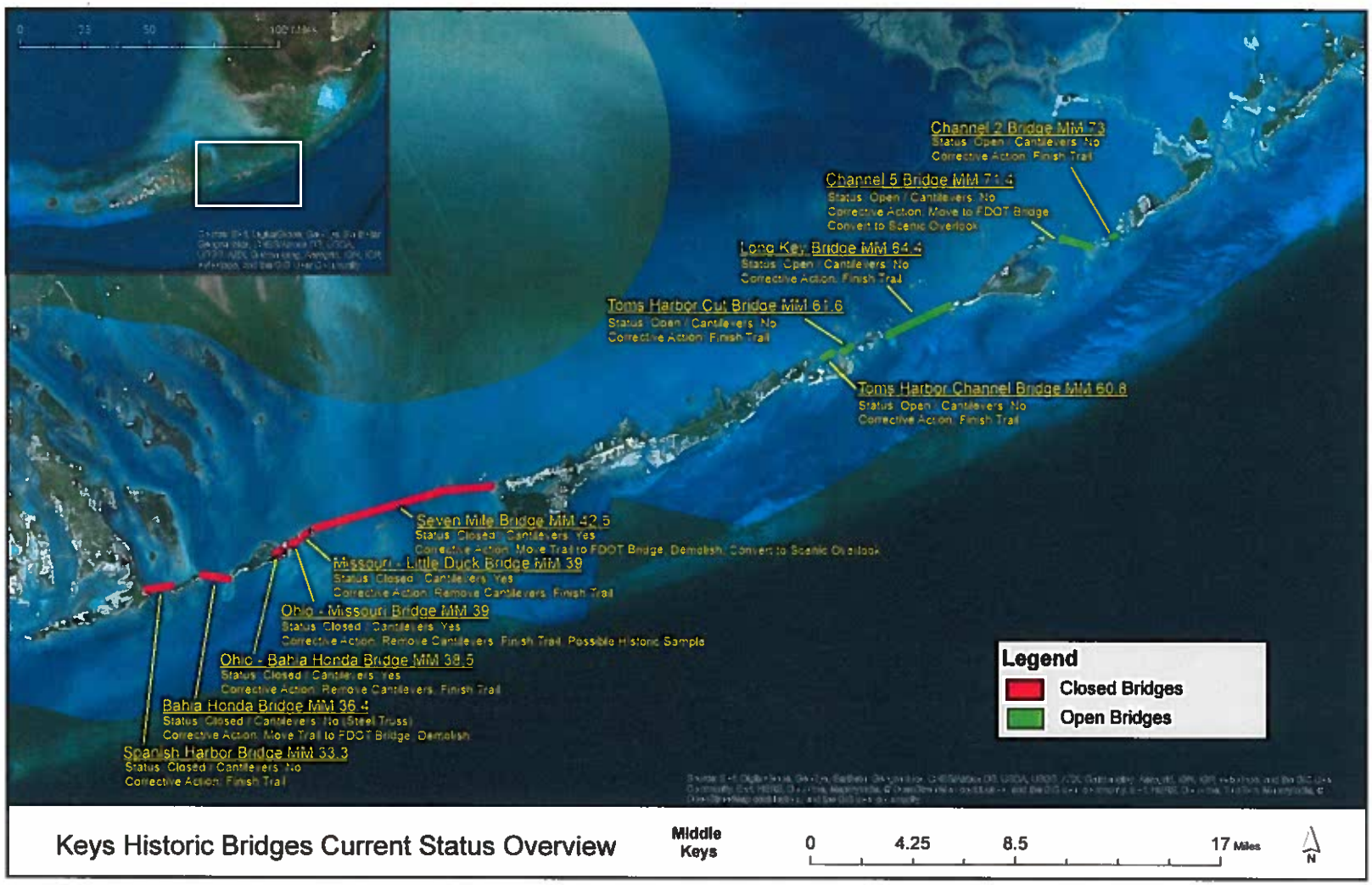
**Attest: AMY HEAVILIN, CLERK**

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

**By:** _____
**Deputy Clerk**

**By:** _____
**Mayor**


Bow Channel Bridge MM 20.7
Status: Open / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail
Possible Historic Example
Park Channel Bridge MM 18.5
Status: Open / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail
South Pine Channel MM 28.7
Status: Closed / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail, Add Ped Bridge
Niles Channel MM 25.3
Status: Closed / Cantilevers: Yes
Corrective Action: Move Trail to FDOT Bridge, Convert to Scenic Overlook
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
Saddlebunch 5 MM 12.5
Status: Open / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail
Shark Channel MM 11
Status: Open / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail
Rockland Channel MM 9.8
Status: Open / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail
Legend
Closed Bridges
Open Bridges
Keys Historic Bridges Current Status Overview
Lower Keys
0 2 4 8 Miles
N


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
Ohio - Bahia Honda Bridge MM 38.5
Status: Closed / Cantilevers: Yes
Corrective Action: Remove Cantilevers, Finish Trail
Bahia Honda Bridge MM 36.4
Status: Closed / Cantilevers: No (Steel Truss)
Corrective Action: Move Trail to FDOT Bridge, Demolish
Spanish Harbor Bridge MM 33.3
Status: Closed / Cantilevers: No
Corrective Action: Finish Trail
Legend
Closed Bridges
Open Bridges
Keys Historic Bridges Current Status Overview
Middle Keys
0
4.25
8.5
17 Miles
N

# 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.

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016 Division: County Administrator

Bulk Item: Yes X No Staff Contact Person/Phone #: Lisa Tennyson x4444

**AGENDA ITEM WORDING:** Approval of a resolution expressing support of the Monroe County Board of County Commissioners for HB 1223 and SB 1544 that will enact State-level coordination of efforts and activities being taken around the State to prepare for and respond to impacts related to extreme weather and climate change including flooding, drought, storm surge, high tides, tropical-storm winds, extreme heat, and saltwater intrusion of drinking-water aquifers.

**ITEM BACKGROUND:**

This legislation is intended to encourage the State and state agencies to strengthen and support the activities taking place in Southeast Florida and elsewhere in the state to prepare for and respond to impacts related to extreme weather and climate change.

The legislation defines "weather events" as including but not limited to extreme heat, drought, wildfire, sea-level change, high tides, storm surge, saltwater intrusion, storm water runoff, flash floods, inland flooding and coastal flooding.

It calls for the creation of an interagency workgroup of the heads for agencies including FWC, Water Management Districts, and Emergency Management to share information and coordinate state efforts to address weather impacts and assess the relevance, level and significance fo current agency efforts to address the impacts of weather events. It will produce an annual report to the Governor and Legislature, assessing the various efforts underway around the State, and creating a uniform vulnerability assessment to help identify and evaluate currently unaddressed impacts.

Attached is a resolution expressing support for the weather-related impacts legislation and a copy of the HB 1223. The Senate bill is identical.

**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 ____

**DOCUMENTATION:** Included XX Not Required ____

**DISPOSITION:** _____ **AGENDA ITEM #** _____

**RESOLUTION NO. ____- 2016**

# A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA IN SUPPORT OF LEGISLATION, SUCH AS HB 1223 AND SB 1544, THAT ENACTS AND ENCOURAGES STATE-LEVEL COORDINATION AND ASSESSMENT OF EFFORTS AND ACTIVITIES BEING TAKEN AROUND THE STATE IN RESPONSE TO AND IN PREPARATION FOR WEATHER-RELATED EVENTS; PROVIDING FOR DISTRIBUTION TO LEGISLATORS AND OTHERS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the State of Florida is one of the areas of the United States most vulnerable to weather-related impacts, including flooding, drought, storm surge, high tides, tropical-storm winds, extreme heat, and saltwater intrusion of drinking-water aquifers; and

**WHEREAS**, Monroe, Miami-Dade, Broward, and Palm Beach Counties, many of their municipalities, and a significant number of local, regional, state, and federal stakeholders have been working collaboratively for over six years under the Southeast Florida Regional Climate Change Compact to prepare the region for the impacts of climate change and extreme weather; and

**WHEREAS,** effective responses to climate and weather impacts require not only regional activities, but also state and federal efforts; and

**WHEREAS,** smart investments and public policies undertaken by all levels of government in response to potential weather-related impacts will protect Florida's economy by reducing risk and demonstrating to insurance companies, financial institutions, and businesses that Florida is ready, resilient, and a safe place for investment and economic activity; and

**WHEREAS,** the Florida Legislature is now considering House Bill 1223, sponsored by Representative Kristin Jacobs, and the identical Senate Bill 1544, sponsored by Senator Jeff Clemens, which would create an interagency workgroup of state agencies to share information and coordinate state efforts to address weather impacts; and

**WHEREAS,** HB 1223 and SB 1544 charge the interagency workgroup with preparing an annual report to the Governor, President of the Senate, and Speaker of the House which will assess existing efforts underway in state agencies to address the impacts of weather events, create a uniform vulnerability assessment based on current scientific literature to identify and evaluate impacts currently unaddressed by state agencies, and develop, coordinate, and prioritize efforts to address the current and potential future impacts of weather events; and

**WHEREAS**, this annual report will be posted on the website of each agency represented on the interagency workgroup, for consideration and use by local governments, other stakeholders, and the general public; and

**WHEREAS,** the convening of this interagency workgroup and the publication of an annual report detailing the state's efforts will support and strengthen the activities taking place in Southeast Florida and elsewhere in Florida to prepare for and respond to weather-related impacts, thereby maintaining Florida's economic vitality and extraordinary quality of life for decades to come;

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Monroe County, Florida that:

**Section 1.** The Monroe County Board of County Commissioners urges the Florida Legislature to enact HB 1223/SB 1544.

**Section 2.** The Clerk shall furnish copies of this resolution to the Governor of Florida, the President of the Florida Senate, the Speaker of the Florida House of Representatives, and the Monroe County Legislative Delegation as soon as reasonably possible.

**Section 3.** This Resolution shall become effective upon adoption.

**PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 10th day of February, 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 1-25-16

A bill to be entitled

An act relating to weather impacts; creating s. 252.3655, F.S.; creating an interagency workgroup to share information, coordinate ongoing efforts, and collaborate on initiatives relating to weather events; defining the term "weather events"; providing for specified agencies to select liaisons to the workgroup; designating the director of the Division of Emergency Management or the director's designee as the liaison to and coordinator of the workgroup; requiring the workgroup to prepare a specified annual report; requiring the workgroup to submit the report to the Governor and the Legislature; requiring the director of the division or the director's designee to post the report on the division's website; requiring each agency liaison to post the report on the respective agency's website; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 252.3655, Florida Statutes, is created to read:

252.3655 Weather interagency workgroup.—

(1)(a) An interagency workgroup is created for the purpose of sharing information on the current and potential impacts of weather events throughout the state, coordinating the ongoing



CODING: Words ~~stricken~~ are deletions; words underlined are additions.

efforts of state agencies in addressing the impacts of weather events, and collaborating on statewide initiatives to address the impacts of weather events. As used in this section, the term "weather events" includes, but is not limited to, extreme heat, drought, wildfire, sea-level change, high tides, storm surge, saltwater intrusion, stormwater runoff, flash floods, inland flooding, and coastal flooding.

(b) The head of each executive department, the executive director of each water management district, the Florida Public Service Commission, the Fish and Wildlife Conservation Commission, the Department of Military Affairs, the Office of Insurance Regulation of the Financial Services Commission, the Office of Financial Regulation of the Financial Services Commission, and the Board of Governors of the State University System shall select from within such agency a person to be designated as the agency liaison to the workgroup. The director of the Division of Emergency Management or the director's designee shall serve as the liaison to and coordinator of the workgroup. The workgroup may meet in person or by teleconference as often as the workgroup deems necessary to share information, leverage resources, coordinate ongoing efforts, and prepare an annual report pursuant to this section.

(2)(a) The workgroup is responsible for preparing an annual report that shall, at a minimum:

1. Assess the relevance, level, and significance of current agency efforts to address the impacts of weather events.

2. Create a uniform vulnerability assessment based on current scientific literature to identify and evaluate potential weather impacts that the agencies have not addressed.

3. Strategize and prioritize ongoing efforts to address the impacts of weather events.

(b) In preparing the report, the workgroup is encouraged to seek out state and national academic resources.

(3)(a) By January 1, 2017, and each year thereafter, the workgroup shall issue a report on the current initiatives of the workgroup in coordinating and developing efforts to address the current and potential impacts of weather events. The report shall be submitted to the Governor, the President of the Senate, and the Speaker of the House of Representatives.

(b) The director of the Division of Emergency Management or the director's designee is responsible for posting the workgroup's annual report on the division's website.

(c) Each agency liaison is responsible for posting the workgroup's annual report on the respective agency's website.

Section 2. This act shall take effect July 1, 2016.

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: 02/10/ 2016 - KW

Department: County Attorney

Bulk Item: Yes X No ___

Staff Contact: Cynthia Hall, (305) 292-3470

**AGENDA ITEM WORDING:** Approval to advertise a public hearing to consider an ordinance creating Sections 23-43 through 23-47 of the Monroe County Code, to provide a reduction in assessed value for construction or reconstruction of homesteaded property completed after January 7, 2003 for the purpose of providing living quarters for parents or grandparents of property owners, pursuant to F.S 193.703 and the 2002 amendment to the Florida Constitution known as the "*Granny Flats*" Amendment.

**ITEM BACKGROUND:** In 2002, Florida voters overwhelmingly approved an amendment to the Florida Constitution providing for a reduction in assessed value for ad valorem taxation for the portion of assessed value of homestead property attributable to construction or reconstruction of the portion of the property being used as living quarters by parents or grandparents of the property owner or owner's spouse (a/k/a the "Granny Flats" Amendment). As a result, in 2003, the Florida legislature passed F.S. 193.703. The statute allows the local governing body to adopt an ordinance providing for a a reduction in the assessed value of homestead property equal to any increase in assessed value of the property resulting from the construction or reconstruction of the property for the purpose of providing living quarters for one or more parents or grandparents for whom the living quarters are providing for who are at least 62 years of age, who reside on the property and do not claim a homestead exemption in any other county or state.

The estimated fiscal impact is unknown. Twenty-nine counties have reported reductions based on a local "Granny Flats" ordinance. Based on the results in those counties, the likely impact will be in the range of $35K to $150K per year in reduced property value revenue although it is possible that the reduction in revenue could approach $500K.

**PREVIOUS RELEVANT BOCC ACTION:** N/A

**CONTRACT/AGREEMENT CHANGES:** N/A

**STAFF RECOMMENDATIONS:**
Approval to advertise and schedule a public hearing for the April 20, 2016 meeting in Marathon.

**TOTAL COST:** ~$800 **INDIRECT COST:** TBD **BUDGETED:** Yes ___ No ___

**DIFFERENTIAL OF LOCAL PREFERENCE:** N/A

**COST TO COUNTY:** advertising costs **SOURCE OF FUNDS:** ___

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

**APPROVED BY:** County Atty BK OMB/Purchasing CB Risk Management MS

**DOCUMENTATION:** Included X Not Required ___

**DISPOSITION:** _____ **AGENDA ITEM #** _____

Revised 01/13

**ORDINANCE NO. ____– 2016**

**AN ORDINANCE RELATING TO AD VALOREM TAXATION, CREATING SECTIONS 23-43 THROUGH 23-47 OF THE MONROE COUNTY CODE, PROVIDING FOR A REDUCTION IN ASSESSED VALUE OF HOMESTEAD PROPERTY RESULTING FROM CONSTRUCTION OR RECONSTRUCTION OF LIVING QUARTERS FOR PARENTS OR GRANDPARENTS OF THE PROPERTY OWNER OR OWNER'S SPOUSE IF AT LEAST ONE OF THE PARENTS OR GRANDPARENTS FOR WHOM THE LIVING QUARTERS ARE PROVIDED IS AT LEAST 62 YEARS OF AGE; REQUIRING DELIVERY OF THE ORDINANCE TO PROPERTY APPRAISER AND TAX COLLECTOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** on November 5, 2002, voters statewide overwhelmingly approved an amendment to the Florida Constitution providing for a reduction in assessed value for ad valorem taxation for qualifying portions of homestead property used as living quarters by parents or grandparents; and

**WHEREAS,** this amendment, subsequently incorporated in Art. VII, § 4(e) of the Florida Constitution, was approved to encourage Florida families to care for their elderly at home rather than relying on institutions where care is often subsidized by state and federal tax dollars; and

**WHEREAS,** the 2002 Legislature adopted HB 313 creating Section 193.703 of the Florida Statutes providing applicable requirements and procedures for implementation of this Constitutional Amendment as a county option; and

**WHEREAS,** the Board of County Commissioners may adopt an ordinance to provide for a reduction in the assessed value of homesteaded property equal to any increase in assessed value of the property which results from the construction of reconstruction of the property for the purpose of providing living quarters for one or more parents or grandparents for whom the living quarters are providing for and they must be at least 62 years of age; and

**WHEREAS,** the Board of County Commissioners finds that enactment of an ordinance providing a tax reduction will encourage Monroe County property owners to care for their parents and grandparents at home.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1.** Article II, Division 3 of the Monroe County Code (sections 23-43 through 23-____), entitled "Reduction in Assessed Value of Homestead Property for Providing Living

Quarters for Parents or Grandparents" of the Monroe County Code, is hereby created to read as follows:

**Sec. 23-43. Definitions**

The following words, terms and phrases, when used in this division, shall have the meanings ascribe to them in this section, except where the context clearly indicates a different meaning:

*Construction* means all types of construction governed by the County's building code.

*Primary place of residence* shall have the same meaning as "permanent residence" as defined in F.S. § 196.011 and "permanent residency" as used F.S. § 196.031. The property appraiser may rely on the factors listed in F.S. § 196.015 in determining whether the property is the primary place of residence.

*Property appraiser* means the County Property Appraiser.

*Reconstruction* means all types of reconstruction governed by the County's building code.

**Section 23-44. Reduction in Assessed Value of Homestead Property.**

There is hereby granted to the owner of homesteaded property a reduction in assessed value of that property equal to any increases in assessed value of the property resulting from the construction or reconstruction of the property for the purpose of providing living quarters for one or more natural or adoptive parents or grandparents of the owner of the property, or of the owner's spouse, if at least one of the parents or grandparents for whom the living quarters are provided resides therein and is at least 62 years of age. The reduction shall be administered as provided in F.S. § 193.703 and F.A.C. Chapter 12D-8.0068, as amended from time to time.

**Section 23-45. Application.**

Every property owner claiming the additional reduction in assessed value must annually file an application with the Monroe County Property Appraiser. The applicant is required to complete forms required by the Monroe County Property Appraiser, including an affidavit regarding the age of the qualifying parent or grandparent and whether the living quarter are being used as the qualifying parent or grandparent's primary place of residence for the year in which the reduction is sought. The application must be filed on or before March 1 of each year for which the reduction in assessment is claimed.

**Section 23-46. Application for Assessment Reduction; Requirements.**

The assessment reduction provided herein shall only apply if all of the following requirements have been met:

(a) The property owner(s) must have an existing homestead exemption on the property

where the parent/grandparent quarters are constructed;

(b) A completed application has been timely filed with the property appraiser; and

(c) All required supporting information has been filed with the property appraiser; and

(d) The construction or reconstruction was substantially complete after January 1, 2003 and prior to January 1 in the year in which the reduction is requested; and

(e) At least one qualifying parent or grandparent maintains his or her primary place of residence in the constructed or reconstructed living quarters on or before January 1 of the year in which the reduction is claimed and did not claim a homestead exemption elsewhere in Florida nor a residency-based tax exemption or tax benefit in another state; and

(f) The construction or reconstruction must be properly permitted and must comply with local land development regulations and the Florida Building Code, as complemented and supplemented by the Monroe County Code. Copies of permits and certificate of occupancy must be submitted to the Property Appraiser's Office; and

(g) The assessment reduction shall be applied to the assessed value of the homestead property as calculated pursuant to § 193.703, F.S.

**Section 23-47. Amount of Reduction.**

The amount of assessment reduction for the property shall not exceed the lesser of the following:

(a) The increase in assessed value resulting from construction or reconstruction of the property to construct or reconstruct the living quarters; or

(b) Twenty per cent (20%) of the total assessed value of the property as improved.

**SECTION 2. DELIVERY TO THE PROPERTY APPRAISER AND TAX COLLECTOR.** The Board of County Commissioners, by and through the Clerk, must deliver a copy of this ordinance to the Property Appraiser and Tax Collector no later than December 1 of the year prior to the year in which the reduction in assessment will take effect.

**SECTION 3. SEVERABILITY.** Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Ordinance as whole, or any part thereof, other than the part declared to be invalid. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

**SECTION 4. CONFLICT WITH OTHER ORDINANCES.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of said conflict.

**SECTION 5. INCLUSION IN THE CODE OF ORDINANCES.** The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered as needed to conform to the uniform numbering system of the code.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect upon filing with the Department of State as provided in Section 125.66(2), Florida Statutes.

**PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the ___ day of _____, 2016.

| | |
|---|---|
| **Mayor Heather Carruthers** | _____ |
| **Mayor Pro Tem Neugent** | _____ |
| **Commissioner Kolhage** | _____ |
| **Commissioner Rice** | _____ |
| **Commissioner Murphy** | _____ |

**(SEAL)**
**Attest: AMY HEAVILIN, Clerk**

**By**_____
**Clerk**

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

**By**_____
**Mayor/Chairperson**

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 1-25-2016

**Dad and Mom**

## REDUCTION IN ASSESSMENT FOR LIVING QUARTERS OF PARENTS OR GRANDPARENTS PER FLORIDA STATUTE 193.703

- The County of Monroe must adopt an Ordinance to provide for a reduction in the assessed value of homesteaded property equal to any increase in assessed value of the property which results from the construction or reconstruction of the property for the purpose of providing living quarters for one or more natural or adoptive parents or grandparents of the owner of the property. The property appraiser shall determine the increase in the just value of the property due to such construction or reconstruction for that year and each year thereafter. In no year may the assessment reduction, inclusive and aggregate of all qualifying parents or grandparents, exceed 20% of the total assessed value.
- The reduction in assessed value resulting from the adopted Ordinance shall be applicable to the property tax levies of all taxing authorities which levy a tax within Monroe County.
- The property owner must have already qualified for Homestead exemption.
- The qualified parent or grandparent (age at least 62 years of age) must permanently reside on the property on January 1 of the year the assessment reduction first applies and each year thereafter.
- The property owner must apply for this assessment reduction annually. The qualified parent or grandparent cannot claim a homestead exemption or any residency based assessment reduction on any other property which they may own, whether in Florida or in another state.

**Grandma**

- If an additional construction or reconstruction is built for another parent or grandparent they may also receive an assessment reduction, however in no year may the total of applicable assessment reductions exceed 20% of the assessed value of the property.

Reference Florida Statute 193.703 and
Florida Administrative Code Property Tax Rules 12D-8.0068
Application form: DR-501PGP

## Hall-Cynthia

**From:** Lynn O'Connor <LGarcia@mcpafl.org>
**Sent:** Wednesday, January 20, 2016 6:18 PM
**To:** Kolhage-Danny; Rice-David; Carruthers-Heather; Neugent-George; Murphy-Sylvia; Hall-Cynthia
**Cc:** Scott Russell; Denise Knowles
**Subject:** GRANNY FLATS NOTES
**Attachments:** REDUCTION IN ASSESSMENT FOR LIVING QUARTERS OF PARENTS OR GRANDPARENTS.docx

Dear County Commissioners,

I am writing to you on behalf of my boss's request (Scott Russell, Monroe County Property Appraiser). This is in regards to a benefit which may help residents of Monroe County. As you can see from past e-mails this has been inquired about for some time now. I have put together a memo which outlines the basics of this classification (not exemption) which starts with the passing of an Ordinance by the County.

I hope that you will take this into consideration, since our office has had a couple of inquiries concerning this issue.

Thank you,

Lynn M. O'Connor, CFE
Real Estate Department Supervisor
Monroe County Property Appraiser's Office
(305) 292-3492

---

**From:** lawclerk [mailto:lawclerk-@MonroeCounty-FL.Gov]
**Sent:** Thursday, January 24, 2013 2:53 PM
**To:** Peters-Katherine; Lynn Garcia
**Cc:** Shillinger-Bob; Hall-Cynthia; Scott Russell
**Subject:** RE: GRANNY FLATS NOTES - Can find no where in Monroe Cuonty Code or Clerks website where Monroe County implemented Granny Flats/Grandparents Quarters Assessment Reduction per F.S. 193.703 effective 1/7/2003

So it doesn't look like we have adopted this. Also as a note, it cannot be tacked onto the amendment for the additional senior homestead exemption because that would violate the single subject rule that Florida has. Even though the topics are similar. It would take another ordinance.

Aaron Rothenberg
Monroe County Attorney's Office
1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470
(305) 292-3516 (fax)

---

**From:** Peters-Katherine
**Sent:** Thursday, January 24, 2013 2:52 PM
**To:** Lynn Garcia
**Cc:** Shillinger-Bob; Hall-Cynthia; Scott Russell; lawclerk
**Subject:** RE: GRANNY FLATS NOTES - Can find no where in Monroe Cuonty Code or Clerks website where Monroe County implemented Granny Flats/Grandparents Quarters Assessment Reduction per F.S. 193.703 effective 1/7/2003

Thanks so much Lynn. Sorry for any redundancy.

---

**From:** Lynn Garcia [mailto:LGarcia@mcpafl.org]
**Sent:** Thursday, January 24, 2013 2:48 PM
**To:** Peters-Katherine
**Cc:** Shillinger-Bob; Hall-Cynthia; Scott Russell; lawclerk
**Subject:** RE: GRANNY FLATS NOTES - Can find no where in Monroe Cuonty Code or Clerks website where Monroe County implemented Granny Flats/Grandparents Quarters Assessment Reduction per F.S. 193.703 effective 1/7/2003

Thank you Kathy, my notes read as follows:

- Board of County Commissioners may adopt an ordinance to provide for a reduction in the assessed value of Homestead property equal to any increase in assessed value of the property which results from the construction or reconstruction of the property for the purpose of providing living quarters for one or more parents or grandparents for whom the living quarters are provided for and they must be at least 62 years of age.
- The reduction in the assessed value shall apply to all taxing authorities
- The construction or reconstruction must have been substantially completed on or before January 1 on which the assessment reduction is first applied for
- Property owner must be receiving Homestead exemption in order to qualify
- Property owner must apply for this reduction every year
- This reduction is not considered an exemption, but rather a classification
- The Property Appraiser's office shall determine the increase in the just value of the property due to the construction or reconstruction of the living quarters which are provided to the parents/grandparents and reduce the assessed value by that much (each year value will need to be calculated)
- In no year may the assessment reduction exceed 20% of the total assessed value of the property
- The construction of the living quarters for the parents/grandparents must have been substantially completed after January 7, 2003, and built for the purpose of providing living quarters for one or more parent/grandparent
- In determining if the parent or grandparent is the natural or adoptive parent/grandparent shall rely on any other information that the property appraiser determines is relevant.
- If the value of the new living quarters are over 20% of the total assessed value of the property, then property appraiser shall use 20%
- Application form is DR-501PGP

29 Florida Counties who reported property tax reduction as a result of "Granny Flats" ordinance, and Projected reduction in Monroe County

| County | Homestead Assessment Reduction for Parents or Grandparents | population* | reduction per capita | applied to MC population (75,000), reduction would be: |
|---|---|---|---|---|
| **Statewide** | | | | |
| Miami-Dade | 4,338,507 | 2653934 | $1.63 | $122,605.92 |
| Palm Beach | 4,337,775 | 1378417 | $3.15 | $236,019.38 |
| Volusia | 3,121,645 | 510494 | $6.11 | $458,621.21 |
| Hillsborough | 2,925,791 | 1325563 | $2.21 | $165,540.47 |
| Broward | 2,838,050 | 1827367 | $1.55 | $116,481.12 |
| Leon | 1,769,143 | 284443 | $6.22 | $466,475.62 |
| Seminole | 1,573,874 | 442903 | $3.55 | $266,515.58 |
| Santa Rosa | 1,181,971 | 162,925 | $7.25 | $544,102.04 |
| Escambia | 1,168,608 | 306944 | $3.81 | $285,542.64 |
| St. Johns | 918,903 | 213566 | $4.30 | $322,699.89 |
| Martin | 874,993 | 150062 | $5.83 | $437,315.74 |
| Duval | 723,671 | 905574 | $0.80 | $59,934.72 |
| Marion | 684,986 | 341205 | $2.01 | $150,566.23 |
| Pasco | 680,576 | 487588 | $1.40 | $104,685.10 |
| Osceola | 658,264 | 308327 | $2.13 | $160,121.56 |
| Polk | 611,964 | 633052 | $0.97 | $72,501.63 |
| Clay | 602,129 | 201277 | $2.99 | $224,365.80 |
| Manatee | 601,260 | 349334 | $1.72 | $129,087.06 |
| Brevard | 584,400 | 561714 | $1.04 | $78,029.03 |
| Bay | 454,337 | 173,310 | $2.62 | $196,614.59 |
| Wakulla | 251,532 | 31,283 | $8.04 | $603,039.99 |
| Sumter | 227,812 | 115657 | $1.97 | $147,729.06 |
| Jefferson | 194,990 | 14519 | $13.43 | $1,007,249.12 |
| Washington | 131,975 | 24975 | $5.28 | $396,321.32 |
| Madison | 116,798 | 19200 | $6.08 | $456,242.19 |
| Calhoun | 96,307 | 14959 | $6.44 | $482,854.80 |
| Indian River | 68,975 | 143326 | $0.48 | $36,093.42 |
| Flagler | 53,807 | 101353 | $0.53 | $39,816.53 |
| Bradford | 34,189 | 27,310 | $1.25 | $93,891.43 |

*Source: Florida Office of Economic Demographic Research, 2015 Population Estimate

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: 02/10/ 2016 - KW  Department: County Attorney

Bulk Item: Yes X  No ___  Staff Contact: Cynthia Hall, (305) 292-3470

**AGENDA ITEM WORDING:** Report on status of KWRU rate application pending in front of Florida Public Service Commission, Docket No. 150071-SU; discussion and direction to staff.

**ITEM BACKGROUND:** On June 30, 2015, KWRU filed an application for an increase in wastewater rates with the Florida Public Service Commission. A copy of documents filed in the case can be found at http://www.psc.state.fl.us/dockets/cms/docketdetails2.aspx?docket=150071. A customer meeting was held on December 10, 2015 at 6 pm at Old City Hall in Key West. An initial order on the rate application will be issued by March 21, 2016. Thereafter, parties have the right to protest the proposed order until April 11, 2016, after which a final order will issue.

The application seeks approximately a 98% increase in rates. Rates were last increased in 2009. A preliminary analysis based on FY15 invoices from KWRU to the County shows that the amount of the annual increase to the County would be approximately +$198K based on usage in FY15. The County has not formally petitioned to intervene, but continues to actively monitor the case.

**PREVIOUS RELEVANT BOCC ACTION:** At the December 2015 meeting, the BOCC asked that staff bring back periodic updates on the rate proceeding.

**CONTRACT/AGREEMENT CHANGES:** N/A

**STAFF RECOMMENDATIONS:**
N/A

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

**DIFFERENTIAL OF LOCAL PREFERENCE:** N/A

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

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

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

**DOCUMENTATION:** Included ___ Not Required X

**DISPOSITION:** ___ **AGENDA ITEM #** ___

Revised 01/13

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 2016
Bulk Item: Yes X No ___

Division: County Attorney
Staff Contact /Phone #: Steve Williams/292-3470

**AGENDA ITEM WORDING:** Authorization to initiate litigation against H. Keith Munt and the property located at 1238 Long Beach Drive, Big Pine Key, Florida, to seek compliance with the County Codes and enforce a lien arising from code compliance case number CE08080209.

**ITEM BACKGROUND:**
This property is the subject of a code compliance case for the lack of a valid permit for construction and/or completion thereof, and for the failure to bring the structure into compliance with building codes within a reasonable period of time. The fines total $2,472,800.00 as of January 22, 2016 and will continue to accrue at $1,100.00 per day until compliance is achieved.

**CE08080209:** The Special Magistrate found the property in violation and ordered a compliance date of November 25, 2009. The property owner did not gain compliance by the deadline ordered by the Special Magistrate and the fine(s) began to accrue on November 26, 2009. The County's lien was recorded on November 3, 2009 and the Final Order was re-recorded on October 20, 2011. 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.

**PREVIOUS RELEVANT BOCC ACTION: N/A**

**CONTRACT/AGREEMENT CHANGES: N/A**

**STAFF RECOMMENDATIONS:** County staff recommends initiating litigation (option 1) 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 SW 1/26/16 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 23, 2016
**SUBJECT:** Recommendation to County Attorney's Office for further action.

**SUMMARY:**
As a result of the Final Order in code compliance case CE08080209, daily fines in the amount of $1,100.00 per day have accrued for approximately 2248 days for a total of $2,472,800.00 and continue to accrue. All attempts to gain voluntary compliance from the property owner have failed. The subject property, owned by H. Keith Munt, remains in violation of Monroe County Code.

**CASE CE08080209 BACKGROUND:**
The violations in this case are the result of a complaints received by the Code Compliance Department for the lack of a valid permit for construction and/or completion thereof, and the failure to bring the structure into compliance with building codes within a reasonable period of time. 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 H. Keith Munt on September 29, 2009 to appear at the Special Magistrate Hearing on October 29, 2009. The return receipt was signed on October 9, 2009. The hearing was held and no one appeared on behalf of the property owner. At the hearing, the Code Compliance Special Magistrate found the property in violation of:

- MCC Sec. 21-20.(b) - To-Wit: THIS PROPERTY MUST BE KEPT FREE OF HIGH GRASS AND WEEDS.
- MCC Sec. 6-27.(b)(2)h - To-Wit: YOUR BUILDING PERMIT 961-0029 EXPIRED ON JULY 15, 2008 AND IS NOW NULL AND VOID. THIS PROPERTY HAS BEEN DEEMED UNSAFE BY THE BUILDING OFFICIAL DUE TO THE LACK OF A VALID PERMIT FOR CONSTRUCTION. ** PER FBC 105.4.1.2 - SINCE A NEW PERMIT WAS NOT OBTAINED WITHIN 180 DAYS FROM THE DATE THE PERMIT BECAME NULL AND VOID, THE BUILDING OFFICIAL IS AUTHORIZED TO REQUIRE THAT ANY WORK WHICH HAS BEEN COMMENCED OR COMPLETED BE REMOVED FROM THE BUILDING SITE.
- MCC Sec. 6-27.(b)(2)k - To-Wit: THE STRUCTURE ON YOUR PROPERTY MEETS THE PHYSICAL CRITERIA OF AN UNSAFE STRUCTURE AND HAS NOT BEEN BROUGHT INTO COMPLIANCE WITH THE BUILDING CODE FOLLOWING THE EXPIRATION OF REASONABLE PERIODS OF TIME AFTER NOTIFICATION BY THE CODE INSPECTOR AND THE BUILDING OFFICIAL, THEREFORE THIS PROPERTY HAS BEEN DEEMED UNSAFE BY THE BUILDING OFFICIAL.

The Special Magistrate imposed daily fine(s) totaling $1,100.00 per day (3 counts) to accrue if compliance was not achieved by November 25, 2009, issuing a *Final Order* for same.

Compliance was not achieved by that date and the Final Order was recorded as a lien on behalf of the BOCC on November 3, 2009. On March 18, 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 April 8, 2010 and a hearing was held on May 5, 2010. The Special Magistrate issued an "*Order Authorizing Foreclosure*".

As of January 22, 2016 no permit applications for the completion of the structure or modification of the plans updating them to the current building codes have been submitted, and permit 96100029 remains expired as of July 15, 2008. Staff has exhausted all other mechanisms available to persuade the property owner to achieve compliance.

As of January, the total amount of the lien is $2,473,584.41 ($2,472,800.00 fines and $784.41 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 owner H. Keith Munt, to comply with various county ordinances and correct the code violations of Code Compliance Case CE08080209.

Attachments:


| Page | |
|---|---|
| 1 | DEED TO MR. MUNT - 8/1/1988 |
| 2 | APPLICATION FOR SINGLE FAMILY RESIDENCE - 12/20/1995 |
| 3 | PERMIT 96100029 ISSUED - 4/6/1998 |
| 6 | CE06050048 - PRIOR CASE DETAIL, UNSAFE MEMO AND PHOTOS - 5/3/2006 |
| 10 | CE06050057 - PRIOR CASE DETAIL - 5/4/2006 |
| 12 | ENGINEERS LETTER REGARDING DAMAGE FROM WILMA - 6/19/2006 |
| 15 | CE06100225 - PRIOR CASE DETAIL, NOV/NOH AND PHOTOS - 10/23/2006 |
| 20 | PHOTOS - 8/22/2008 |
| 21 | PHOTOS - 8/4/2009 |
| 23 | INSPECTION DETAIL - PERMIT 96100029 - 8/13/2009 |
| 25 | UNSAFE DECLARATION - 9/24/2009 |
| 28 | NOV/NOH MAILED - 9/28/2009 |
| 31 | FBC 105.4.1.2 |
| 32 | PHOTOS - 10/2/2009 |
| 35 | RETURN RECEIPT SIGNED - 10/19/2009 |
| 36 | FINAL ORDER - 10/29/2009 |
| 36 | LIEN RECORDED - 11/3/2009 |
| 37 | DEMAND LETTER SENT TO PO FOR COMPLIANCE - 3/18/2010 |
| 38 | MOTION FOR HEARING MAILED - 4/8/2010 |
| 39 | ORDER AUTHORIZING FORECLOSURE - 5/5/2010 |
| 40 | EMAIL TO REALTOR WITH INTERESTED BUYER - 8/12/2014 |
| 42 | PHOTOS - 6/16/2015 |
| 44 | CASE DETAIL - 1/22/2016 |
| 48 | FINE SCREEN - 1/22/2016 |
| 49 | LIEN RE-RECORDED AND PERFECTED - 10/20/2011 |
| 50 | PROPERTY RECORD CARD |

FORM 1104 WARRANTY DEED-(Statutory Form.) Rev 4/88

# This Indenture,

*Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one.*

*Made this* 1st *day of* August *A. D. 19* 88

*Between* ROSEMARY KAY PLANK, f/k/a ROSEMARY HUSSA

*of the County of* *in the State of* OREGON

*party of the first part, and*

H. KEITH MUNT
5220 Lakeshore Road East, Burlington Ontario L7L1C6

*of the County of* from the Country ~~in the State~~ of CANADA

*party of the second part,*

*Witnesseth, that the said party of the first part, for and in consideration of the sum of* TEN & OTHER GOOD & VALUABLE CONSIDERATIONS *Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of* Monroe *, State of Florida, to wit:*

Lot 34, LONG BEACH ESTATES, LONG BEACH ESTATES, SECTION "A", according to the plat thereof of record in Plat Book 5, page 38 in the Public Records of Monroe County, Florida.

SUBJECT TO: Taxes for the year 1988 and subsequent years.
SUBJECT TO: Restrictions, conditions, limitations and easements of record.

The Grantor herein covenants that subject property is not her homestead property; further grantor states that subject property is vacant and unimproved land.

DS Paid 330.00 Date 9-21-88
DANNY L. KOLHAGE, Clerk
By Violet J. Hernandez D.C.

*Property Appraiser's Parcel Identification Number:* R.E. #317060

*And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.*

*In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.*

**Signed, Sealed and Delivered in Our Presence:**

Witness

Witness

Rosemary K Plank L.S.
ROSEMARY KAY PLANK

L.S.

L.S.

L.S.

Recorded in Official Record Book
In Monroe County, Florida
Record Verified
DANNY L. KOLHAGE
Clerk Circuit Court

FILED FOR RECORD
MONROE CO. FLA.
'88 SEP 21 P4:38
DANNY L. KOLHAGE
CLERK CIRCUIT COURT

**State of Florida**
OREGON
**County of** Curry

*I Hereby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,*
ROSEMARY KAY PLANK
*to me well known and known to me to be the individual described in and who executed the foregoing deed, and* he/she *acknowledged before me that* he/she *executed the same freely and voluntarily for the purposes therein expressed.*

*Witness my hand and official seal at* Gold Beach *in the County of* Curry *and State of Florida, this* 1st *day of* August *, A. D. 19* 88

*My Commission Expires* 7-10-89

Notary Public

OFF REC 1066 PAGE 1937
558126

THIS INSTRUMENT PREPARED BY:
JEFFREY B. MEYER, P.A. ATTORNEY AT LAW
BIG PINE KEY SHOPPING PLAZA
KEY DEER BLVD., RT. 5, BOX 8
BIG PINE KEY, FLORIDA 33043

# APPLICATION FOR BUILDING PERMIT

## MONROE COUNTY GROWTH MANAGEMENT DIVISION

PLEASE PRINT OR TYPE ONLY

Note: ALL OWNER BUILDERS MUST APPLY IN PERSON (F.S. 489.103(7))

PERMIT # 96-1-029 RECEIVED BY: _____

APPLICATION TYPE: SINGLE FAMILY RESIDENCE DATE 12-20-95 19 ____

PROPERTY OWNER'S NAME: KEITH MUNT PHONE: 905-639-1285

PROPERTY OWNER'S MAILING ADDRESS: 560 FERGUSON AVE. N. HAMILTON ONTARIO CANADA

CONTRACTOR'S NAME: SUNDANCE CONSTRUCTION & LANDSCAPING INC. COMPUTER # CGCO 24713 CERTIFICATE #

CONTRACTOR'S ADDRESS: P.O. BOX 45 SUMMERLAND KEY FL PHONE: ~~872-0252~~ 745-1074

PROPERTY DESCRIPTION: KEY BIG PINE KEY LOT 34 BLOCK SECTION A

RE# 00317060000000 SUBDIVISION LONG BEACH ESTATES

MM ____ STREET OR ROAD LONG BEACH ROAD

LAND-USE DISTRICT IS (335) SECTION 01 TOWNSHIP 67 RANGE 29

FLOOD ZONE ~~VE 12~~ AE 8 PANEL # 1538 G

PROPOSED CONSTRUCTION: CONSTRUCTION S.F.R. - 4882 SF with Decks

Stairs 1203 SF enclosure, 757 SF pool A/C

CHECK APPLICABLE BOX FOR ROOFING PERMIT NEW ☐ RE-ROOF ☐ RE-COVER ☐

SQUARE FEET 3526 (AREA, IF APPLICABLE) ESTIMATED TOTAL COST $ 350,000.00

| SUBCONTRACTORS: | | COMPUTER # | LICENSE # COUNTY/STATE | ESTIMATED JOB COST |
|---|---|---|---|---|
| ROOFING | | ID# | C,S# | |
| ELECTRICAL | DOUG BELL ELECTRIC EC 536 | ID# | C,S # ER 007409 | |
| MECHANICAL | MIKE N IKE CA CO 43912 | ID# | C,S # | |
| PLUMBING | KIT PLUMBING PC 388 RF 0053586 | ID# | C,S # | |

OTHER AGENCIES:

FDOT # _____ SEPTIC TANK - HEALTH DEPT. PERMIT # _____

EXPIRATION DATE _____ PACKAGE PLANT - DER PERMIT # _____

FKAA _____ DATE FKEC _____ DATE HRS _____ DATE

SFWMD # _____ PRIVATE RO OR DE-SAL PLANT/DER PERMIT # _____

EXPIRATION DATE _____ PRIVATE WELL _____ CISTERN _____

MONROE COUNTY DRIVEWAY

PERMIT # _____

LANDSCAPING OR FILL REQUIRED? YES _____ NO X

DO YOU WISH TO APPLY FOR AFFORDABLE HOUSING? YES _____ NO X

GENERAL REMARKS: _____

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THAT SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY LOCAL, STATE OR FEDERAL LAWS REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

| | PERMIT COST | RECEIPT # | DATE |
|---|---|---|---|
| FIRE MARSHAL | 60.85 | 2 30.42 | 43 Rad Re |
| RAD/REC | | 30 | |
| BUILDING | 1290.00 93.00 | | |
| ROOFING | 184.00 | | |
| ELECTRICAL | 240.00 | | |
| A/C, MECHANICAL | 220.00 | | |
| PLUMBING | | | |
| TOTAL PERMIT FEE | | | |
| APP. FEE CREDIT | (50.00) | 552131 | 1.4.96 |
| PERMIT FEE DUE | | IMPACT FEE 1534.00 | |
| | | RECEIPT # | |

Signature illegible
OWNER/CONTRACTOR

APPROVED FOR ISSUANCE OF PERMIT:

D. Allen 1-12-96
BUILDING OFFICIAL, ASS'T BUILDING OFFICIAL

FOR DEPARTMENT USE ONLY
✓ DEVELOPMENT
____ NON-DEVELOPMENT

2

# PERMIT INFORMATION

**PLEASE NOTE: FEES LISTED ARE ESTIMATES ONLY. BEFORE WRITING ANY CHECKS, PLEASE CALL THE BUILDING DEPARTMENT TO CONFIRM.**

| | | | |
|---|---|---|---|
| Permit Number | 96100029 | RE | 00317060000000 |
| Permit Type | 07 | Balance Due | $81.95 |
| Property Address | BK LT 34 LONG BEACH EST A | Status | Expired |

Permit | Plan Reviews | Inspections | Fees | Contractors | All

PERMIT

## PERMIT INFORMATION

| | | | |
|---|---|---|---|
| Application Date | 01-04-1996 | Operator | Convert |
| Issued Date | 04-06-1998 | Operator | Convert |
| Master Number | | Project Number | |
| C.O. Number | | Operator | |
| C.O. Issued | | | |
| C-404 Type | | Usage Class | RES |
| Applied Value | 350000 | Units | 0 |
| Calculated Value | 0 | Contractor ID | OWNER |

## PROPERTY ON PERMIT

| | |
|---|---|
| RE | 00317060000000 |
| Unit | |
| Address | BK LT 34 LONG BEACH EST A |
| City/State/Zip | BIG PINE KEY, FL 33043 |

## OWNER ON PERMIT

| | |
|---|---|
| Name | MUNT KEITH H |
| Address | 2190 LAKESHORE RD E |
| City/State/Zip | BURLINGTON, ONT, CN L7L4X4 |
| Type | Private |

## APPLICANT

**No Applicant Information on file for this permit**

## MISCELLANEOUS INFORMATION / NOTES

1238 LONG BEACH DRIVE, BIG PINE KEY
CONVENTIONAL RESIDENCE
*NOTICE OF COMMENCMENT IS RECORDED*
APP FEE $750 PD #552121
NEW HRS PERMIT #K3-98 (EXP. 7-23-99)
---SFR 4882 SF W/DECKS, STAIRS, 1203 SF
ENCLOSURE AND 757 SF SLAB.
OLD HRS #K169-95
ZONE AE ELEV. 8' ABOVE MSL. PANEL 1538
AQUEDUCT AND A/C.
BIO REC. APPR. AS PER MONROE COUNTY
CODE DLS. 1-9-96

3

| |
|---|
| 1.NATIVE CANOPY STREET TREE REQUIRED, |
| MUST BE 12' TALL |
| 2.NO FILL AUTHORIZED ON SITE |
| 3.SHORELINE VEGATION SHALL NOT BE |
| DISTURBED. |
| A FINAL BIOLOGIST INSPECTION IS REQUIRED |
| PRIOR TO C.O. |
| A CERT. OF ELEV. IS REQUIRED W/IN 21 |
| DAYS OF ESTABLISHING HEIGHT OF FINISHED |
| FLOOR OR NO FURTHER INSPECTIONS WILL BE |
| MADE BY THE BLDG. DEPT. |
| SHUTTERS MUST BE INSTALLED PRIOR TO C.O. |
| ACC. TO SEC. 9.5-395 ALL OUTDOOR |
| LIGHTING W/IN 25' OF ANY BODY OF WATER |
| SHALL BE CUTOFF LIGHTS AND SHALL NOT |
| EXCEED 18' ABOVE GRADE. |
| SEALED TRUSS PLANS MUST BE SUBMITTED AND |
| APPROVED BY THE BLDG. DEPT. PRIOR TO |
| TIE BEAM INSPECTION AND MUST BE DESIGNED |
| TO MEET 150 MPH PEAK WIND. |
| ENCLOSURE FOR STORAGE AND PARKING ONLY. |
| MIN. ELEC. TO BE ABOVE BFE. NO PLBG. |
| MECH., HABITATION OR INTERIOR FINISH |
| ALLOWED. WILL NOT AFFECT SEPTIC AREA, |
| MAY AFFECT OWNERS INSURANCE. |
| PLANS SHOW A ZONE VENTING. |
| THIS PERMIT APPROVED BY THE PLANNING |
| COMMISSION ON 6-6-96 UNDER RESOLUTION |
| #P19-96 AND BY THE BOCC ON 12-10-97. |
| THE FOLLOWING ROGO POINTS MUST BE |
| COMPLETED BEFORE A C.O. WILL BE |
| ISSUED: |
| 1.DEDICATED (2) LOTS |
| 2.ULTRA LOW VOL. PLBG. FIXTURES |
| 3.SEER 12 |
| 4.EPI 66.1 |
| 5.SOLAR HWH |
| 6.130 MPH WIND LOAD |
| 7.SFR TO BE 13.58' TO FF |
| A CERT. OF HEIGHT MAY BE REQUIRED PRIOR |
| TO C.O. |
| PER LETTER FROM SUNDANCE DATED 6/26/98 |
| SIGNED OFF PERMIT AS OF THIS DATE - PH |
| 1 JULY 98: RECEIVED LETTER FROM OWNER |
| SIGNING PINEWOOD ON AS GC/CJ |
| 7 JULY 98: RECEIVED LETTER FROM GC -- |
| PINEWOOD -- SIGNING BARDON ELECTRIC ON |
| TO PERMIT/CJ |
| -60 DAY HURRICANE EXT. GOOD TIL 1-23-99 |
| -- REVISION A- 4/29/99 |
| 1. RECONFIGURE DRIVEWAY; |
| 2. CHANGE ENCLOSURE TO CONCRETE; |
| 3. CHANGE TO HAMBRO FLOOR & SLAB SYSTEM; |
| 4. CHANGE SOME COLUMNS FROM 16" SQUARE |
| TO 16" ROUND; |
| 5. CHANGE LAYOUT ON 1ST & 2ND FLOOR; |
| 6. ADD 163 SF OF BALCONIES TO 2ND FLOOR. |
| SEALED PLANS IN FILE. |
| BIOLOGIST RECOMMENDS APPROVAL AS PER |
| MONROE CO CODE. 4/26/99 DLS |
| **DCA WAIVE LETTER DATED 5-12-99** |
| --REVISION B-- |
| DETAIL OF TIE BEAM TO SHOW STEP DOWN |

4

TO ACCOMODATE PRE FABRICATED STAIRS AND
STRUCTURAL SLAB OUTSIDE OF HAMBOR FLOOR
SYSTEM
SEALED PLANS IN FILE
NO CHANGE IN FOOTPRINT
DCA EXEMPT
- 60 DAY POST EXTENSION GOOD TIL
12/1/99.
- REC'D LETTER FROM BARDON ELEC SIGNING
OFF AS SUB ON 10/12/99. JV
**********
-- REVISION 'C 12/30/99 --
EXTEND WINDOWS IN FRONT SECTION OF S.F.R. AND
REPLACE ROOF AREA WITH CANTILEVERED CONCRETE
WALKWAYS.
DEEMED
INSPECTION REQUIRED.
DCA EXEMPT.
**10/20/00 PAID $100 FOR 120 DAY EXTENSION SD
** REVISION "D" 1/2/2002
1) ADD (4) FOUR CONCRETE BALCONIES- 640 SF
2) ADD 320 SF TO LIVING AREA ON 1ST FLOOR
3) ADD 320 SF OF PATIO ON 2ND FLOOR
HRS APPROVAL FOR 320 SF ADDITION TO FIRST FLOOR
ONLY. PATIO'S CANNOT BE ENCLOSED.
DEEMED NON DEVELOPMENT
DCA EXEMPT
--REVISION "E" 09/17/2002 ---
CHANGE ROOF MATERIAL FROM TILE TO TIMBERLINE 30
SHINGLES.
DEEMED NONE- DEVELOPMENT
DCA EXEMPT
**********
** REVISION "F" 3/5/2003
REMOVE BOTH LOWER ROOF HIP SECTIONS (OVER MASTER
BATH AND LAUNDRY ROOM). RAISE ELEVATION OF
EXTERIOR BLOCK WALLS TO 8'. INSTALL NEW HIP
ROOFS. REMOVE FLAT WOOD DECKS AND THE 2X8 FRAMING
ON TOP OF THE EXISTING CONCRETE DECKS AND INSTALL
NEW HIP ROOF (TRUSS) SYSTEM. REMOVE REAR PATIO
ROOF TRUSS SYSTEM AND POUR 6" CONCRETE FLAT ROOF.
FRONT ENTERANCE ADD 2 COLUMNS AND SEMI CIRCULAR
FLAT CONCRETE ROOF.
DEEMED NON-DEVELOPMENT
DCA EXEMPT
**********
****
** REVISION "G" 10/7/2004
MR. MUNT SIGNED ON TO THIS PERMIT AS OWNER
BUILDER.
ALL CONDITIONS OF ORIGINAL PERMIT APPLY.
INSPECTIONS REQUIRED
DEEMED NON-DEVELOPMENT
DCA EXEMPT KEITH MUNT AUTHORIZES PREMIER BUILDERS
TO SIGN ON AS A SUB CONTRACTOR 4/05/05, LETTER IN
FILE. **********
REVISION "H" RE-INSTATING PERMIT FOR COMPLETION
PER JP APPROVAL 05/22/07
ALL CONDITIONS OF ORIGINAL PERMIT APPLY
OWNER TO CONTACT INSPECTOR WINDSOR UPON ISSUANCE
REGARDING CODE CASE # CE06050057.
REVISION "H" PERMIT COST: 1,386.10
REVISION "H" ISSUE DATE: 6/25/07 BY O.MAYAN

Page 4 of 4 was blank

5

# CODE ENFORCEMENT DETAIL

| CASE INFO | | | | PROPERTY INFO | |
|---|---|---|---|---|---|
| NUMBER | CE06050048 | DATE | 5/3/2006 | PARCEL | 00317060000000 |
| TYPE | | OPER | windsork | ADDRESS | VACANT LOT 34 LONG BEACH DRIVE |
| DESC | | | | CSZ | BIG PINE KEY , FL |
| TENANT | | | | OWNER | MUNT H KEITH |
| ADD INFO | | | | ADDRESS | 2190 LAKESHORE ROAD EAST |
| STATUS | C CLOSED | | | CSZ | BURLINTON ONTARI , L7L4X4 |
| OFFICER | KW | | | PHONE | |

**COMPLAINT CODES** 1: UNSAFE STRUCTURE

**VIOLATION CODES** 1: 6-4(A)(C) -- UNSAFE BUILDINGS & MAINTENANCE

**CASE DESCRIPTION** POSSIBLE UNSAFE CONSTRUCTION SITE

**NOTES**

2006-05-03 16:08:15
PERMIT FOR SFR 96100029 HAS EXPIRED.

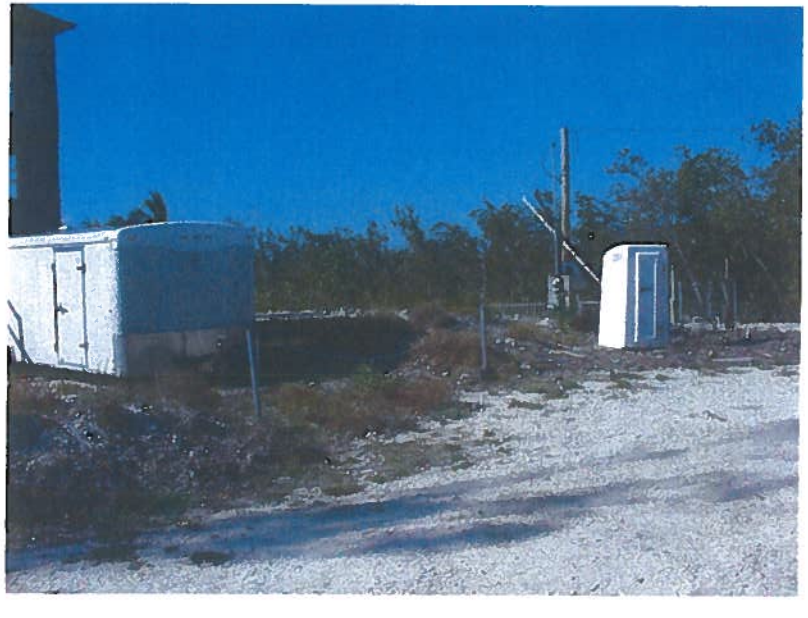
2006-06-16 13:32:44
5-26-06 SPOKE WITH OWNER AND HIS SON AT SITE. THEY SAID JOE TOLD THEM THEY COULD INSTALL SECURITY LIGHTS, AND THEY GRADED AND SPREAD PEA ROCK AND HOME DEPOT WAS DELIVERING WOOD TO SECURE THE FRONT DOOR.
APPEARS NO LONGER UNSAFE.
CLOSING THIS CASE - REFER TO CE06050057 FOR NO PERMIT AND ABANDONED JOB SITE.

## INSPECTIONS/EVENTS DETAIL

| DATE | TIME | INSP/EVE TYPE | INSTRUCTIONS |
|---|---|---|---|
| 6/16/2006 | 13:36:11 | CLOSE CASE EVENT | CLOSED CASE |
| 5/26/2006 | 13:35:19 | REINSPECTION | APPEARS NO LONGER UNSAFE<br>TOOK PHOTO |
| 5/25/2006 | 13:34:16 | REINSPECTION | NEIGHBORS SAID THEY HAVE BEEN THERE AND ASKED THAT I RETURN TOMARROW. |
| 5/5/2006 | 10:27:27 | REFERRAL TO BUILDING OFFICIAL | SUBMITTED UNSAFE REFERRAL FORM TO DIR & BUILDING OFFICIAL |
| 5/4/2006 | 16:08:49 | INITIAL INSPECTION TYPE | SITE VISIT - TOOK PHOTOS |
| 5/4/2006 | 09:49:52 | MAKE VIOLATION | MAKEVIO RECORDED WINDSORK |
| 5/3/2006 | 16:07:29 | CREATE A CASE | COMPLAINT RECORDED BY WINDSORK |



PLAINTIFF'S EXHIBIT 8 1 of 4



CE06050048 05-03-06

INSPECTOR WINDSOR

LOT 34 LONG BEACH DR

BIG PINE KEY

tabbies
PLAINTIFF'S EXHIBIT
8
2 of 4
1

# MEMORANDUM

Reviewed JPN

TO: Joe Paskalik, Building Official

FROM: Kat Windsor

SUBJECT: Unsafe Structure Referral

DATE: 5-5-06

Attached please find photographs/documents regarding Code Enforcement Case CE 0605 0048 for your review.

Owner/ Tenant: H. Keith Munt Physical Address: Long Beach Drive

KEY: Big Pine RE: LOT: 34 BK: SUB:

Comments: Construction Site abandoned and unsecure.

Permit has expired. Was issued in 1998. Permit has already had (3) extensions.

I have reviewed the documents/photographs provided to me regarding the above Code Enforcement Case.

It is my opinion, based upon these documents/photographs that the structure is:

__X__ Unsafe and (will) /will not require a building permit to bring violation into compliance

_____ Not being maintained in a safe and sanitary condition and is in violation of MCC 6-4(A)(C) The Standard Unsafe Building Abatement Code as adopted.

JPaskalik

Joe Paskalik, Building Official

Revised 6-24-05

U:\Code Enforcement\FORMS\Unsafe Memo.doc

PLAINTIFF'S EXHIBIT 8 3 of 4 8

CE06050048 05-26-06
INSPECTOR WINDSOR
LOT 34 LONG BEACH DR
BIG PINE KEY

tabbies
PLAINTIFF'S EXHIBIT
9
4 of 4

# CODE ENFORCEMENT DETAIL

## CASE INFO

| | | | |
|---|---|---|---|
| **NUMBER** | CE06050057 | **DATE** | 5/4/2006 |
| **TYPE** | 4 | **OPER** | windsork |
| **DESC** | CDF | | |
| **TENANT** | | | |
| **ADD INFO** | 7005 0390 0006 4918 4318 | | |
| **STATUS** | C CLOSED | | |
| **OFFICER** | KW | | |

## PROPERTY INFO

| | |
|---|---|
| **PARCEL** | 00317060000000 |
| **ADDRESS** | LOT 34 LONG BEACH DRIVE |
| **CSZ** | BIG PINE KEY , FL |
| **OWNER** | MUNT H KEITH |
| **ADDRESS** | C/O ANDREW TOBIN, PO BOX 620 |
| **CSZ** | TAVERNIER, , FL 33070 |
| **PHONE** | |

**VIOLATION CODES**

1: 6-20(B) -- PERMIT TIME LIMITATIONS:
2: 6-33 -- NEW PERMIT REQUIRED

**CASE DESCRIPTION**

PERMIT 961-0029 IS NULL AND VOID
CONSTRUCTION HAS BEEN ABANDONED

**NOTES**

2006-10-20 08:29:56 — RECEIVED COMPLAINT RE: PROPERTY. IT IS UNSAFE AGAIN. WINDOWS ARE BROKEN IN, PEOPLE USING PROPERTY FOR DRUG ACTIVITY.
INFO GIVEN TO INSPECTOR VIA EAMIL. KB

2006-10-20 16:38:45 — INSPECTION DONE TODAY. LARGE SLING GLASS DOOR IS BROKEN OUT AND THE STAIRWAY TO T HE BALCONY IS OPEN FOR USE TO THE UPPER LEVEL THAT HAVE NO RAILINGS.PHOTOS TAKEN WILL REFER TO BO FOR UNSAFE. RN

2006-11-30 14:25:54 — NOTIFIED BY SM LIAISON THAT ANDY TOBIN HAS FILED MOTION TO DISQUALIFY

## INSPECTIONS/EVENTS DETAIL

| DATE | TIME | INSP/EVE TYPE | INSTRUCTIONS |
|---|---|---|---|
| 7/27/2007 | 15:34:56 | CLOSE CASE EVENT | COMPLIANT NO FEES/FINES DUE |
| 6/26/2007 | 22:58:25 | REINSPECTION FOR HEARING | PERMIT 961-0029 REVISION "H" WAS ISSUED REINSTATING THE PERMIT TO COMPLETE THE SFR.<br>COMPLIANCE AFFIDAVIT TO KAREN |
| 6/26/2007 | 14:27:29 | REFERRAL TO DEPT OF HEALTH | SPOKE TO JOE @ DOH. THIS PROPERTY HAS HAD A FINAL DOH ON THEIR PERMIT KE143-01 |
| 5/31/2007 | 22:55:47 | SM CASE CONTINUED NO ACTION | CONTINUED TO JULY 27TH 2007 |
| 5/31/2007 | 15:13:05 | SM CASE CONTINUED NO ACTION | CONTINUED TO 07/27/07 |
| 5/23/2007 | 14:37:00 | REINSPECTION FOR HEARING | REVIEWED REVISION "H". ONLY REMAINING ITEM IS DOH PERMIT IS EXPIRED.<br>APPROVED CONTINUANCE REQUEST TO JULY. |
| 3/29/2007 | 08:43:03 | SM CASE CONTINUED NO ACTION | CONTINUED TO MAY 31ST 2007 |
| 3/22/2007 | 16:46:17 | REINSPECTION FOR HEARING | CASE WAS CONTINUED. |
| 2/5/2007 | 11:22:11 | CERTIFIED ON HEARING NOTICE | SERVICE GOOD |
| 2/2/2007 | 17:15:36 | HEARING NOTICE SENT | NOTICE SENT FOR 03/29/07 |
| 2/2/2007 | 11:50:27 | SENT TO LIAISON | RE-SETTING CASE BEFORE SPECIAL MAGISTRATE SARTIN FOR 03/29/07 |
| 12/22/2006 | 22:34:25 | CERTIFIED ON HEARING NOTICE | SERVICE GOOD |

PLAINTIFF'S EXHIBIT 9 10

| | | | |
|---|---|---|---|
| 12/15/2006 | 19:54:55 | SENT TO LIAISON | PULLED FROM THE DOCKET AND SET FOR MARCH 8TH ALT. SPECIAL MAGISTRATE |
| 12/14/2006 | 22:34:38 | HEARING NOTICE SENT | NOTICE FOR 03/08/07 ALT. SM |
| 10/23/2006 | 14:03:26 | COMMENT CODE | PREPARED CASE FOR SM<br>PASSED TO SUPERVISOR FOR APPROVAL |
| 10/23/2006 | 10:37:51 | COMMENT CODE | PASSED TO VILMA TO PREPARE FOR SM. |
| 10/23/2006 | 10:35:45 | REINSPECTION | SPOKE WITH MIKE STUTEVOSS, QUALIFER FOR PREMIER BUILDERS WHO IS A SUB, THIS IS A O/B PERMIT, 481-0153. SAID PERMIT WAS WITH PLANNING FOR AREF TO OKAY REGARDING ROGO ALLOCATION ISSUES. |
| 10/20/2006 | 10:33:36 | REINSPECTION | SPOKE TO JOE PASKALIK, AGREED THAT I SHOULD MOVE FORWARD, GAVE ME CONTRACTORS NAME & NUMBER. |
| 10/19/2006 | 15:32:58 | COMMENT CODE | RECEIVED ANOTHER COMPLAINT THAT THE PROPERTY HAS BROKEN WINDOWS AGAIN AND THE SECURTIY LIGHTS ARE OUT. ALSO THAT IT IS BEING FREQUENTED BY DRUG USERS. |
| 6/16/2006 | 16:42:41 | REINSPECTION | REVIEWED PERMIT STATUS - NO PERMIT APPLICATION ON FILE.<br>MOVING THIS CASE TO SM |
| 5/30/2006 | 13:41:41 | NOV CERTIFIED RETURNED | CERTIFIED NOV DELIVERED "GOOD SERVICE" RC02 4830 387U S |
| 5/26/2006 | 15:29:04 | REINSPECTION | RETURNED TO SITE 1 HOUR LATER AND SPOKE WITH OWNER AND HIS SON AT SITE. THEY SAID JOE TOLD THEM THEY COULD INSTALL SECURITY LIGHTS, AND THEY GRADED AND SPREAD PEA ROK AND HOME DEPOT WAS DELIVIERING WOOD TO SECURE THE FRONT DOOR. APPEARS NO LONGER UNSAFE - THEREFORE CLOSING CASE CE06050048. |
| 5/26/2006 | 14:10:27 | STOP WORK ORDER | POSTED 2ND STOP WORK ORDER |
| 5/25/2006 | 16:28:13 | REINSPECTION | INSPECTOR DISCOVERED THAT SOMEONE HAD GRADED THE YARD, DEPOSITED 6 DUMP TRUCK LOADS OF PEA-ROCK, A LADDER WAS ON THE SECOND FLOOR, MY RED TAG WAS REMOVED AND THE TOILET WAS MOVED. |
| 5/18/2006 | 16:26:35 | NOTICE OF VIOLATION | HAD TO REMAIL NOV WITH DIFFERENT RECEIPT FOR CANANDA<br>RC024830387US |
| 5/17/2006 | 16:27:25 | NOV CERTIFIED RETURNED | UNABLE TO DELIVER<br>7005 0390 0006 4918 4318 |
| 5/5/2006 | 10:39:31 | NOTICE OF VIOLATION | PREPARED NOV TO PROPERTY OWNER<br>7005 0390 0006 4918 4318<br>PASSED TO SUPERVISOR FOR APPROVAL |
| 5/4/2006 | 10:35:48 | CREATE A CASE | VIOLATION RECORDED WINDSORK |
| 5/3/2006 | 14:15:13 | STOP WORK ORDER | POSTED STOP WORK ORDER |
| 5/3/2006 | 10:35:57 | INITIAL INSPECTION TYPE | TOOK PHOTOS |

# Florida Technical, Inc.

CONSULTING ENGINEERS TAMPA - KEY WEST

June 19, 2006

Mr. Keith Munt
2190 Lakeshore Road East,
Unit 12-C
Burlington, Ontario
Canada L7R4K1

BUILDING APPROVED
SUBJECT TO FLORIDA BUILDING CODE
HK 7/17/06

**Re: Munt Residence**
**1238 Long Beach Drive**
**Big Pine Key, Florida**

Dear Mr. Munt:

At your request, I have reviewed all of the information you provided concerning the above referenced property. The property was damaged on October 24, 2005, by wind and water forces associated with Hurricane Wilma.

I met with you on the site May 24, 2006, to discuss the damage. Although the home only suffered minor damage from the storm, before any repairs can be completed the building permit must be re-activated. For a variety of reasons the building permit had expired. You indicated the Building Department requested a statement from a professional engineer addressing the current condition of the structure and various structural elements before any repairs could begin.

The home is a concrete block structure supported of round concrete columns. The columns are constructed on concrete auger foundations typical for the area. The first and second floor are concrete supported on Hambro steel joists. Pre-engineered trusses makeup the roof structure. The home was designed to resist 155 mph wind.

October 1, 2005, was the implementation date of the 2004 Florida Building Code. This was a major revision to the current state wide building code. Unfortunately, any repairs or renovations of your home must comply with the provisions of the 2004 building code. The code has specific provisions for alterations to existing buildings.

Under the current code, when a structural element is altered or renovated more than 25%, that structural element must be brought up to current code. Structural elements include roofs, walls, supporting columns, floor framing, roof framing, etc.

114 W. DAVIS BLVD., TAMPA, FL 33606 - 813-251-5948 - 813-253-2053 (FAX) - TCHEEVER@TAMPABAY.RR.COM

For an incomplete structure Hurricane Wilma did little apparent damage. I'm not sure how high the water rose at your property, but there was no visible water mark on the concrete columns. Storm force winds did penetrate the interior, but given the incomplete status of the project, little damage occurred.

I again visited the site on June 12th, 2006, to assess areas that must be re-constructed once the permit is issued. The following repairs/re-construction is necessary:

1. The entire roofing system must be removed and replace. Many of the shingles and much of the underlying felt has been blown away or damaged. The current roofing cannot be salvaged and must be replaced.

2. With roofing replacement, much of the plywood roof sheathing must be replace. Certainly the lower panels that are exposed must be replaced, but any plywood that shows any water discoloration or signs of de-lamination must be replaced. Current code will require 5/8" plywood sheathing be installed.

3 All of the fascia material must be replaced due to weather exposure.

4. The house was constructed using the Hambro concrete floor system. Due to time and exposure to the elements, much of the steel bar joists are corroded. All structural steel must be sand blasted clean and primed to prevent further corrosion damage.

5. Rear wall exterior plywood sheathing around the glass doors must be replaced. I observed warped edges and de-lamination in the plywood.

6. The window bucks have been exposed to the elements for quite some time. Replace as necessary to insure proper window fit and alignment..

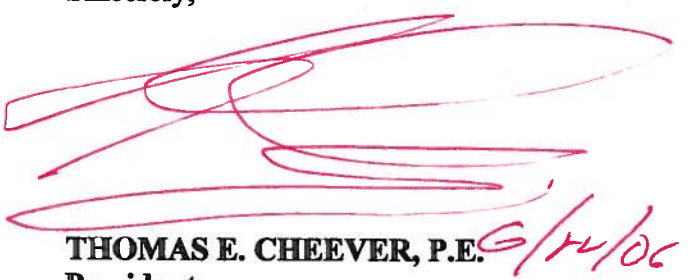
Electrical and plumbing construction had only been completed through rough-in. They appeared to be fine, requiring only the proper completion and subsequent Building Department inspection.

**It is my professional opinion the current condition of the structural elements, with the exception of those listed above, are adequate and acceptable for project completion under the original permitted design and specifications.**

This project has been under construction for many years. There have been at least two significant code revisions since the project was designed and permitted. Once the permit is re-issued, I implore you to take the necessary actions to finish and secure this home.

If you have any questions, please contact me on my cell phone at 813-765-0264. Thank you.

Sincerely,



**THOMAS E. CHEEVER, P.E.** 6/19/06
**President**

# CODE ENFORCEMENT DETAIL

| CASE INFO | | | | PROPERTY INFO | |
|---|---|---|---|---|---|
| **NUMBER** | CE06100225 | **DATE** | 10/23/2006 | **PARCEL** | 00317060000000 |
| **TYPE** | 6 | **OPER** | windsork | **ADDRESS** | VACANT LOT 34 LONG BEACH DRIVE |
| **DESC** | E-MAIL | | | **CSZ** | BIG PINE KEY , FL |
| **TENANT** | | | | **OWNER** | MUNT H KEITH & |
| **ADD INFO** | | | | **ADDRESS** | 5220 LAKESHORE ROAD EAST |
| **STATUS** | C CLOSED | | | **CSZ** | BURLINTON ONTARI , L7L4X4 |
| **OFFICER** | KW | | | **PHONE** | |

**VIOLATION CODES** 1: 6-4(A)(C) -- UNSAFE BUILDINGS & MAINTENANCE

**CASE DESCRIPTION** CONSTRUCTION SITE UNSAFE AGAIN

**NOTES** 2006-10-23 10:19:43 SEE CE06050048

## INSPECTIONS/EVENTS DETAIL

| DATE | TIME | INSP/EVE TYPE | INSTRUCTIONS |
|---|---|---|---|
| 12/15/2006 | 08:22:48 | CLOSE CASE EVENT | CLOSE FUNCTION BY BASSK<br>COMPLIANT |
| 12/13/2006 | 18:05:34 | COMMENT CODE | COMPLIANCE AFFIDAVIT TO KAREN |
| 12/13/2006 | 16:46:29 | REINSPECTION FOR HEARING | SITE VISIT, THE BROKEN WINDOW IS BOARDED UP, STAIRS ARE BARRICADED, SFR APPEARS SECURE AT THIS TIME. |
| 10/31/2006 | 16:46:38 | HEARING NOTICE SENT | NOTICE OF VIO & NOTICE OF HEARING SENT FOR 12/15/06 |
| 10/30/2006 | 12:20:01 | COMMENT CODE | PREPARED CASE FOR SM<br>PASSED TO SUPERVISOR FOR APPROVAL |
| 10/23/2006 | 14:04:06 | COMMENT CODE | SPOKE TO MIKE STUTEVOSS,QUALIFER FOR PREMIER BUILDERS WHO IS A SUB, THIS IS A OWNER-BUILDER PERMIT -305-481-0153. SAID PERMIT WAS WITH PLANNING FOR AREF TO OKAY REGARDING ROGO ALLOCATION ISSUE. |
| 10/23/2006 | 10:21:59 | COMMENT CODE | PASSED UNSAFE MEMO AND FILE TO VILMA TO PREPARE FOR SM. |
| 10/23/2006 | 10:07:07 | REFERRAL TO BUILDING OFFICIAL | PREPARED MEMO TO JOE PASKALIK |
| 10/23/2006 | 10:05:21 | CREATE A CASE | VIOLATION RECORDED WINDSORK |
| 10/20/2006 | 10:05:36 | INITIAL INSPECTION TYPE | TOOK PHOTOS.<br>DOOR BROKEN OUT AND STAIRS ARE ACCESSIBLE TO A BALCONY W/O RAILINGS. |

MONROE COUNTY CODE ENFORCEMENT
"UNSAFE"
NOTICE OF VIOLATION

10/31/06

TO: MUNT H KEITH &
5220 LAKESHORE ROAD EAST
BURLINTON ONTARI, L7L4X4

CASE NUMBER: CE06100225

RE NUMBER: 00317060000000
LOCATION: VACANT LOT 34 LONG BEACH DRIVE
BIG PINE KEY, FL

DEAR PROPERTY OWNER / TENANT,

You are hereby notified that an inspection of the above referenced property on 10/20/06 found violations of the following Monroe County Code, Section(s):

6-4(A)(C)
SLIDING GLASS DOOR IS BROKEN OUT AND THE STAIRS ARE ACCESSIBLE TO A BALCONY WITHOUT RAILINGS.

Corrective Action Required:
By either, (1) obtaining a building permit and bringing the unsafe building into compliance with all current building codes, or (2) obtaining a demolition permit and remove all offending structures on the subject property.

NOTE: Monroe County's web page, which includes all Monroe County Codes is located at: www.monroecounty-fl.gov, then choose Monroe County Code.

NO EXTRA TIME IS GIVEN TO COMPLY as this violation poses a serious threat to the public health, safety, and welfare.

The violation(s) listed herein do not necessarily constitute all the violations, which may exist with regards to this matter/property.

NOTE: THIS IS ALLEGED TO BE AN UNSAFE VIOLATION AND WILL BE presented to the Code Enforcement Special Magistrate on 12-15-06 even if the violation(s) has been corrected prior to the Special Magistrate hearing. Should a violation be found to exist, fines may be imposed beginning from the date of this notice.

Karen L. Bass for
WINDSOR, KATHLEEN
Code Enforcement Inspector

I hereby certify that a copy hereof has been furnished to the above-named addressee(s) by Certified mail, Return Receipt Requested, No. RC 024 832 520 US

Karen L. Bass

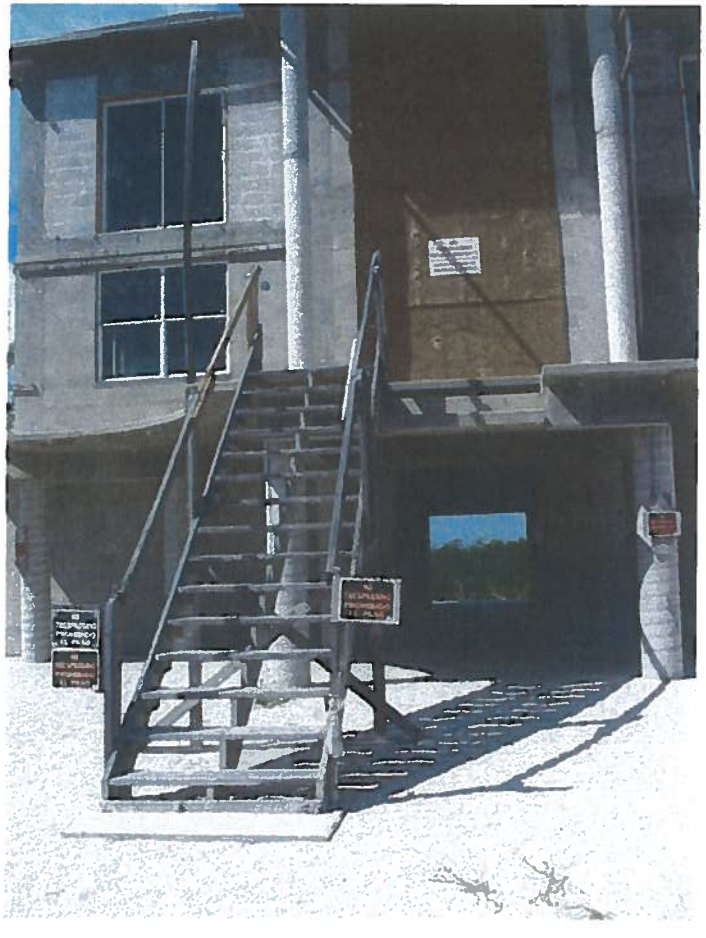
PLAINTIFF'S EXHIBIT
10
2 of 5

Code Enforcement Department

Lower Keys: 1100 Simonton Street (Room 1-171),
Key West, FL 33040 - (305) 292-4495

Middle Keys: 2798 Overseas Highway
Marathon, FL 33050 - (305) 289-2810

Upper Keys: 88820 Overseas Highway
Tavernier, FL 33070 - (305) 852-7135



Door broken out and stairs are accessible to a balcony w/o railings
Photos taken 10-20-06
Ronda

CE06100225 LOT 34 LONG BEACH DRIVE

CE06100225 LOT 34 LONG BEACH DRIVE

KAT WINDSOR 12-13-2006

tabbies
PLAINTIFF'S EXHIBIT
10
5 of 5

CE08080209
1238 Long Beach Drive, BPK
8-22-2008 INSP WINDSOR

PLAINTIFF'S EXHIBIT 1

CE08080209
1238 Long Beach Drive, BPK
8-04-2009 INSP WINDSOR

PLAINTIFF'S EXHIBIT 14

CE08080209
1238 Long Beach Drive, BPK
8-04-2009 INSP WINDSOR

PLAINTIFF'S EXHIBIT 15

## INSPECTION INFORMATION FOR PERMIT 96100029

REQUEST INSPECTIONS

| TYPE | NUM | INSPECTOR | SCHED DATE | INSP DATE | INSP TIME | RES | CONFIRM | NOTES |
|---|---|---|---|---|---|---|---|---|
| TIN TAB | 1 | MWB | 1/15/2008 | 1/15/2008 | | P | 130349 | 0 |
| ROOF SHEATHING ONLY NO TRUSSES | 5 | TP | 12/20/2007 | 12/20/2007 | | P | 128889 | 0 |
| ROOF SHEATHING ONLY NO TRUSSES | 4 | MWB | 12/19/2007 | 12/19/2007 | | F | 128775 | 0 |
| FRAMING | 3 | MWB | 6/7/2005 | 6/7/2005 | | C | 51868 | 0 |
| FRAMING | 2 | MWB | 5/4/2005 | | | F | 49492 | 0 |
| ROUGH PLUMBING - TOTAL | 4 | TUG | 4/25/2005 | 4/22/2005 | | P | 48891 | 0 |
| ROUGH PLUMBING - TOTAL | 3 | TUG | 4/20/2005 | 4/20/2005 | | F | 48612 | 0 |
| ROUGH PLUMBING - TOTAL | 2 | TUG | 4/18/2005 | 4/18/2005 | | F | 48377 | 0 |
| INSULATION - ONLY | 1 | MWB | 4/6/2005 | 4/6/2005 | | F | 47639 | 0 |
| FRAMING | 1 | MWB | 10/15/2004 | 10/15/2004 | | P | 36229 | 0 |
| ROUGH ELECTRIC - TOTAL | 1 | WJ | 4/6/2004 | 4/5/2004 | | P | 23268 | 0 |
| ROOF TRUSSES/SHEATHING | 5 | FR | 10/1/2003 | 10/1/2003 | | P | 11783 | 0 |
| TRUSS PLANS APPROVED ON FILE | 1 | HK | 9/26/2003 | | | P | 11511 | 0 |
| TIE BEAM | 3 | WJ | 4/10/2003 | 4/10/2003 | | P | 1059 | 0 |
| TIE BEAM | 2 | WJ | 4/9/2003 | | | F | 998 | 0 |
| TIE BEAM | 1 | WJ | 4/4/2003 | 4/4/2003 | | F | 866 | 0 |
| FINAL ROOF | 1 | HK | 10/3/2002 | 10/3/2002 | | P | 19165703 | 0 |
| ROOFING (IN PROCESS) | 1 | HK | 9/27/2002 | 9/27/2002 | | P | 19148547 | 0 |
| 120 DAY EXTENSION ($100) | 1 | JP | 6/10/2002 | 6/7/2002 | | P | 18598663 | 0 |
| AUGERS | 2 | HK | 2/8/2002 | 2/8/2002 | | P | 18039812 | 0 |
| A/C DUCTWORK | 1 | WJ | 10/1/2001 | | | P | 17514753 | 0 |
| ROOF SHEATHING ONLY NO TRUSSES | 3 | JW | 6/11/2001 | 6/11/2001 | | P | 17009922 | 0 |
| ROOF SHEATHING ONLY NO TRUSSES | 2 | JW | 6/8/2001 | 6/8/2001 | | C | 17000456 | 0 |
| ROOF SHEATHING ONLY NO TRUSSES | 1 | JW | 6/7/2001 | 6/7/2001 | | C | 16993030 | 0 |
| ROOF TRUSSES ONLY INSPECTION | 2 | PE | 5/23/2001 | 5/23/2001 | | P | 16931586 | 0 |
| ROOF TRUSSES ONLY INSPECTION | 1 | JW | 5/22/2001 | 5/22/2001 | | P | 16923649 | 0 |
| ROOF TRUSSES/SHEATHING | 4 | PR | 3/15/2001 | 3/15/2001 | | F | 16605443 | 0 |
| ROUGH PLUMBING - TOTAL | 1 | TUG | 2/19/2001 | 2/19/2001 | | P | 16488706 | 0 |
| ROOF TRUSSES/SHEATHING | 3 | PR | 10/19/2000 | 10/18/2000 | | P | 15860739 | 0 |
| ROOF TRUSSES/SHEATHING | 2 | PR | 6/23/2000 | 6/23/2000 | | P | 15205635 | 0 |
| ROOF TRUSSES/SHEATHING | 1 | PR | 6/5/2000 | 6/5/2000 | | I | 15084037 | 0 |
| SLAB/WOOD FLOOR | 3 | WJ | 3/27/2000 | 3/27/2000 | | P | 1469 | |
| COLUMNS/TIE BEAM | 5 | WJ | 3/20/2000 | 3/20/2000 | | P | 1465 | |
| COLUMNS/TIE BEAM | 4 | WJ | 2/29/2000 | 2/29/2000 | | P | 1447 | |

Permit Expired 7/15/2008

PLAINTIFF'S EXHIBIT 3 1 of 2

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| SLAB/WOOD FLOOR | 2 | WJ | 1/12/2000 | 1/12/2000 | | P | 14111494 | 0 |
| GROUND SLAB | 1 | WJ | 1/12/2000 | 1/12/2000 | | P | 14111493 | 0 |
| COLUMNS/TIE BEAM | 3 | WJ | 12/14/1999 | 12/14/1999 | | P | 13875718 | 0 |
| STEEL-COLUMN | 2 | JB | 11/3/1999 | 11/3/1999 | | P | 13536008 | 0 |
| CERTIFICATE OF ELEVATION | 1 | JB | 11/3/1999 | 11/4/1999 | | P | 13538311 | 0 |
| STEEL-COLUMN | 1 | JB | 10/25/1999 | 10/26/1999 | | I | 0 | 0 |
| SLAB/WOOD FLOOR | 1 | JB | 10/6/1999 | 10/7/1999 | | P | 0 | 0 |
| ELECTRICAL - SLAB ROUGH | 1 | WJ | 10/1/1999 | 10/4/1999 | | P | 0 | 0 |
| EXTENSION 120 DAY POST CONST | 1 | JP | 9/28/1999 | 9/28/1999 | | P | 0 | 0 |
| COLUMNS/TIE BEAM | 2 | JB | 6/1/1999 | 6/1/1999 | | P | 0 | 0 |
| TEMPORARY POLE | 2 | WJ | 5/21/1999 | 5/21/1999 | | P | 0 | 0 |
| COLUMNS/TIE BEAM | 1 | FH | 4/20/1999 | 4/21/1999 | | I | 0 | 0 |
| AUGERS | 1 | FH | 1/13/1999 | 1/14/1999 | | I | 0 | 0 |
| EXTENSION-HURRICANE 60 DAYS | 1 | LM | 10/16/1998 | 10/16/1998 | | P | 0 | 0 |
| TEMPORARY POLE | 1 | WJ | 7/24/1998 | 7/24/1998 | | P | 0 | 0 |
| FINAL H.R.S. APPROVAL - SEPTIC | 1 | TUG | | 3/19/2006 | | P | 0 | 0 |

## UNSAFE/UNSANITARY REFERRAL

**TO:** Joe Paskalik, Building Official

**THROUGH:** Ronda Norman, Sr. Director, Code Enforcement ~~RON~~ 9/28/09

**FROM:** Insp. Windsor

**SUBJECT:** Referral for Unsafe/Unsanitary Property/Structure(s)/System(s)

**DATE:** 9/24/09

---

Attached please find photographs/documents regarding:

**CODE ENFORCEMENT CASE:** CE0808020 9, for your review.

**Owner/ Tenant:** Munt

**RE:** 00317060-000000 **KEY:** BPK

**COMMENTS REGARDING UNSAFE:**

1. **Lack of valid permit for construction and/or completion thereof.**
2. **Failure to bring structure into compliance with building code within a reasonable period of time.**

**COMMENTS REGARDING UNSANITARY:**
N/A

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, Building Official

9-24-09
Date

PLAINTIFF'S EXHIBIT 11

**CODE OF ORDINANCES**
**County of**
**MONROE, FLORIDA**

**Codified through**
**Ordinance No. 001-2009, adopted Jan. 28, 2009.**
**(Supplement No. 1**
**(Includes Land Development Code)**

**Sec. 6-27. Unsafe buildings.**

**(a)** Definitions: All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire or windstorm hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health shall be deemed to be unsafe structures and a permit shall be obtained to demolish the structure or where specifically allowed by this section, to bring the building into compliance with the applicable codes as provided herein.

**(b) Physical criteria.**

(1) A building shall be deemed a fire hazard and/or unsafe when:

a. There is an accumulation of debris or other material therein representing a hazard of combustion.

b. The building condition creates hazards with respect to means of egress and fire protection.

(2) A building, or part thereof, shall be presumed to be unsafe if:

a. There is a falling away, hanging loose or loosening of any siding, block, brick, or other building material.

b. There is a deterioration of the structure or structural parts.

c. The building is partially destroyed.

d. There is an unusual sagging or leaning out of plumb of the building or any parts of the building and such effect is caused by deterioration or over-stressing.

e. The electrical, plumbing or mechanical installations or systems create a hazardous condition contrary to the standards of the Florida Building Code and the National Electric Code.

f. An unsanitary condition exists by reason of inadequate or malfunctioning sanitary facilities or waste disposal systems.

g. There is no potable water service or electrical service.

h. The construction of the building or construction or the installation of systems or components within the building has been commenced or completed without a permit having been obtained or where the permit has expired prior to appropriate inspections and completion and the issuance of a certificate of occupancy or certificate of completion.

i. The building or structure is vacant and abandoned, and covered at doors or windows with materials not previously approved by the building official.

j. By reason of illegal or improper use, the occupancy or maintenance does not comply with the building code, or the code in effect at the time of construction.

k. The building or part thereof meets the physical criteria of an unsafe structure set forth above and has not been repaired and brought into compliance with the building code following the expiration of the reasonable periods after notice to the property owner by the code enforcement inspector, fire marshal, or building official.

(3) Abatement required:

a. All unsafe buildings, structures or systems are hereby declared illegal and shall be abated by repair and rehabilitation or demolition.

b. All swimming pools or spas that contain stagnant water or do not conform with Section 424.2.17 of the Florida Building Code are deemed unsanitary and/or dangerous to human life and public welfare. If the stagnant water is not removed and/or all repairs made and brought into full compliance with the building code within a reasonable period of time, then these swimming pools or spas will be demolished.

(Code 1979, § 6-4; Ord. No. 010-2002, § 2; Ord. No. 015-2008, §§ 1, 2)



PLAINTIFF'S EXHIBIT
12
2 of 2

MONROE COUNTY CODE ENFORCEMENT
NOTICE OF VIOLATION/NOTICE OF HEARING

TO: MUNT H KEITH
2190 LAKE SHORE ROAD E
BURLINGTON ONT, L7L4X4

CASE NUMBER: CE08080209

RE NUMBER: 00317060000000
LOCATION : 1238 LONG BEACH DRIVE
BIG PINE KEY, FL 33043

DEAR PROPERTY OWNER / TENANT,

You are hereby notified that an investigation of the above referenced property on 8/22/08 found violations of the following Monroe County Section(s):

21-20.(b)
THIS PROPERTY MUST BE KEPT FREE OF HIGH GRASS AND WEEDS.

Corrective Action Required:
Mow the premises upon reciept of this notice of violation. The property must be mowed to a height not to exceed eight (8) inches. Mowing does not include or authorize the removal of native vegetation or vegetation that would require a permit for it's removal.

6-27.(b)(2)h
YOUR BUILDING PERMIT 961-0029 EXPIRED ON JULY 15, 2008 AND IS NOW NULL AND VOID.
THIS PROPERTY HAS BEEN DEEMED UNSAFE BY THE BUILDING OFFICIAL DUE TO THE LACK OF A VALID PERMIT FOR CONSTRUCTION.
** PER FBC 105.4.1.2 - SINCE A NEW PERMIT WAS NOT OBTAINED WITHIN 180 DAYS FROM THE DATE THE PERMIT BECAME NULL AND VOID, THE BUILDING OFFICIAL IS AUTHORIZED TO REQUIRE THAT ANY WORK WHICH HAS BEEN COMMENCED OR COMPLETED BE REMOVED FROM THE BUILDING SITE.
**PLEASE CONTACT THE MONROE COUNTY BUILDING DEPARTMENT FOR THE REQUIRED DEMOLITION PERMIT.

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.

6-27.(b)(2)k
THE STRUCTURE ON YOUR PROPERTY MEETS THE PHYSICAL CRITERIA OF AN UNSAFE STRUCTURE AND HAS NOT BEEN BROUGHT INTO COMPLIANCE WITH THE BUILDING CODE FOLLOWING THE EXPIRATION OF REASONABLE PERIODS OF TIME AFTER NOTIFICATION BY THE CODE INSPECTOR AND THE BUILDING OFFICIAL, THEREFORE THIS PROPERTY HAS BEEN DEEMED UNSAFE BY THE BUILDING OFFICIAL.

Corrective Action Required:
CONTACT THE APPROPRIATE OFFICIAL (BUIDLING OFFICIAL, CODE ENFORCEMENT INSPECTOR, FIRE MARSHALL) WITH INSTRUCTIONS TO ACHIEVE COMPLIANCE. NO EXTRA TIME TO COMPLY WILL BE GI AS THIS VIOLATION POSES A SERIOUS THREAT TO PUBLIC HEA SAFETY AND WELFARE.

PLAINTIFF'S EXHIBIT 19

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 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 10/29/2009 at 9:00 AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida. The purpose of this hearing is to determine if in fact, a violation currently exists, the appropriate action to be taken, and any fines or penalties to be imposed. YOUR FAILURE TO APPEAR MAY RESULT IN A FINE OR PENALTY BEING IMPOSED AGAINST YOU AND A LIEN BEING IMPOSED ON YOUR PROPERTY You may appear in person and/or be represented by an attorney. If you are represented by an attorney, your attorney is required to file a written notice of appearance with this office prior to the hearing.

*IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based.

Should you seek a continuance of your administrative hearing, the presiding officer may grant a continuance of a hearing for good cause shown. Except in cases of emergency, requests for continuance must be made at least FIVE working 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).

PLAINTIFF'S EXHIBIT 19

Date: 09/28/09

K Windsor 305-289-2586

WINDSOR, KATHLEEN
Code Enforcement Inspector

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified mail, Return receipt Request No. RB 046 191 195 US

Vilma Peacock.

Code Enforcement Department

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

PLAINTIFF'S EXHIBIT 19 30

owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

**Disclosure Statement:** State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

**105.4 Conditions of the permit.**

**105.4.1 Permit intent.** A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced.

**105.4.1.1** If work has commenced and the permit is revoked, becomes null and void or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

**105.4.1.2** If a new permit is not obtained within 180 days from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

**105.4.1.3** Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

**105.4.1.4** The fee for renewal reissuance and extension of a permit shall be set forth by the administrative authority.

**105.5 Expiration.** Reserved.

**105.6 Suspension or revocation.** Reserved.

**105.7 Placement of permit.** The building permit or copy shall be kept on the site of the work until the completion of the project.

**105.8 Notice of commencement.** As per Section 713.135, *Florida Statutes*, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 18-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

**105.9 Asbestos.** The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, *Florida Statutes*, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

**105.10 Certificate of protective treatment for prevention of termites.** A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

**105.11 Notice of termite protection.** A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

**105.12 Work starting before permit issuance.** Upon approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the

CE08080209

CE08080209
1238 Long Beach Drive, BPK
POSTED SUBJECT PROPERTY
10-2-2009 INSP WINDSOR

CE08080209
1238 Long Beach Drive, BPK
10-2-2009 INSP WINDSOR

PLAINTIFF'S EXHIBIT 17

CE08080209
1238 Long Beach Drive, BPK
10-2-2009 INSP WINDSOR

PLAINTIFF'S EXHIBIT 18

34

MONROE COUNTY, FLORIDA
CODE ENFORCEMENT DEPARTMENT

## REGISTERED MAIL RECEIPTS

**Complaint Number: CE08080209**

**RB 046 191 195 US**

Registered No. [illegible]

Date Stamp

SEP 30 2009

To Be Completed By Post Office

| | |
|---|---|
| Reg. Fee $11.50 | |
| Handling Charge $0.00 | Return Receipt $2.30 |
| Postage $0.75 | Restricted Delivery $0.00 |
| Received by [signature] | |

Customer Must Declare Full Value $ $0.00

With Postal Insurance

Without Postal Insurance

Domestic Insurance up to $25,000 is included in the fee. International Indemnity is limited. (See Reverse).

OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed

FROM: Monroe County Code Enforcement
2798 Overseas Hwy
Marathon FL 33050

TO: Keith H Munt
2190 Lakeshore Rd. E
Burlington Ontario L7L 4X4

PS Form 3806, Receipt for Registered Mail Copy 2 - Post Office
May 2004 (7530-02-000-9051)

marathon postal store
MARATHON, Florida
330509998
1153540020 -0096
2009 (305)743-5238 01:09:39 PM

Sales Receipt

| Product Description | Sale Qty | Unit Price | Final Price |
|---|---|---|---|
| Canada - First-Class Mail Int'l Letter 0.80 oz. | | | $0.75 |
| Return Receipt | | | $2.30 |
| Registered | | | $11.50 |
| Insured Value: | | $0.00 | |
| Article Value: | | $0.00 | |
| Label #: | | | |
| Customer Postage | | | $14.29 |
| Subtotal: | | | $0.26 |
| Issue PVI: | | | $0.26 |

Total: $0.26

Paid by:
Cash $0.26

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

403238289

...tamps and postage
...eed services only
...our business

Copy

Completed by the office of origin. (A remplir par le bureau d'origine.)

Item Description (Nature de l'envoi) — Registered Article (Envoi recommandé) — Letter (Lettre) — Printed Matter (Imprimé) — Other (Autre) — Recorded Delivery (Envoi à livraison attestée) — Express Mail International

Insured Parcel (Colis avec valeur déclarée) — Insured Value (Valeur déclarée) — Article Number: RB 046 191 195 US

Office of Mailing (Bureau de dépôt) — Date of Posting (Date de dépôt)

Keith H. Munt

Addressee Name or Firm (Nom ou raison sociale du destinataire)

2190 Lakeshore Rd. E

Street and No. (Rue et No.)

Burlington Ontario L7L 4X4

Place and Country (Localité et pays)

Canada

Completed at destination. (A compléter à destination.)

This receipt must be signed by: (1) the addressee; or, (2) a person authorized to sign under the regulations of the country of destination; or, (3) if those regulations so provide, by the employee of the office of destination. This signed form will be returned to the sender by the first mail.

(Cet avis doit être signé par le destinataire ou par une personne y autorisée en vertu des règlements du pays de destination, ou, si ces règlements le comportent, par l'agent du bureau de destination, et renvoyé par le premier courrier directement à l'expéditeur).

Postmark of the office of destination (Timbre du bureau de destination)

BURLINGTON ON L7L 2009 10 19

☑ The article mentioned above was duly delivered. (L'envoi mentionné ci-dessus a été dûment livré.)

Date: Oct 19 09

Signature of Addressee (Signature du destinataire) — Office of Destination Employee Signature (Signature de l'agent du bureau de destination)

PS Form 2865, February 1997 (Reverse)

35

BEFORE THE COUNTY CODE ENFORCEMENT SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

Keith H Munt

Respondent(s).

Case No. CE 08080209

Subject Property Real Estate Number:
00317040-000000

Doc# 1765325 11/03/2009 9:22AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1765325
Bk# 2438 Pg# 1511

**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** 11/25/09 **("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:

$ 21-20.(b)= $100.00
(b-27.(b)(2)h= $500.00
(b-27.(b)(2) K= $500.00

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 29th day of OCTOBER, 2009.

~~DARRY J. SARTIN~~, Special Magistrate
John VanLaningham

**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 30th day of OCTOBER, 2009.

MONROE COUNTY
OFFICIAL RECORDS

~~Nicole M. Cusick~~, Code Enforcement Liaison

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


MAILED
(2) Addresses

H Keith Munt
2190 Lakeshore Road E
Burlington Ontario L7L 4X4

Subject: Code Enforcement Case: CE08080209

Dear H Keith Munt,

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 $1,100.00 per day until the property comes into compliance.

The current amount of the Code Enforcement Lien is $113,590.00. The lien was recorded in the Official Records of Monroe County on November 3, 2009 at Document 1765325, Book 2438, Page 1511. This lien is a lien on the property that was the subject of the code enforcement action **and** upon any and all other real and/or personal property you own.

You can resolve this matter by bringing the property into compliance **and** remitting payment in full to Monroe County Code Enforcement Dept., 2798 Overseas Highway, Suite 330 (Attention: Nicole Petrick), Marathon, Florida 33050. Within 30 days of the date of compliance and clearance of the payment in full, the County will provide a release and satisfaction of said lien to you. It is then your responsibility to record the release and satisfaction in the Monroe County Clerk of Courts.

If the property does not gain compliance and the County does not receive payment in full within fourteen (14) days of the date of this letter, a collection foreclosure action will begin against you.

Very truly yours,

Dated: March 18, 2010

LISA GRANGER, ESQUIRE
ASSISTANT COUNTY ATTORNEY

37

**BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE**
**JOHN VAN LANINGHAM**
**MONROE COUNTY, FLORIDA**

| | | |
|---|---|---|
| **MONROE COUNTY, FLORIDA,** | ) | |
| | ) | |
| **Petitioner,** | ) | |
| | ) | |
| **vs.** | ) | **CASE NO. CE08080209** |
| | ) | |
| **H KEITH MUNT,** | ) | |
| | ) | |
| **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 November 3, 2009 at Document 1765325, Book 2438, Page 1511 on the property that was the subject of the code enforcement action described as: 1238 Long Beach Drive, Big Pine Key, Monroe County, Florida, RE# 00317060-000000, **and** upon any and all other real and/or personal property you own.

This motion will be considered on April 29, 2010 at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050. Please call (305) 289-2509 at least 24 hours prior to that date if you require assistance under the Americans with Disabilities Act.

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 8th day of April 2010, copies of the foregoing was furnished to Respondent via first class U.S. Mail to 2190 Lake Shore Road E, Burlington, Ontario Canada, L7L4X4 and 2190 Lakeshore Road, Unit 12-C, Burlington ON Canada L7R4K1.

Lisa Granger
Assistant County Attorney

38

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

| | | |
|---|---|---|
| MONROE COUNTY FLORIDA,<br><br>Petitioner,<br>vs.<br><br>H. KEITH MUNT,<br><br>Respondent. | ) | Case No. CE08080209 |

**ORDER AUTHORIZING FORCLOSURE**

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 Final 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 5th day of May, 2010, at the Division of Administrative Hearings, Tallahassee, 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 _____ on this 10th day of May, 20 10.

Nicole M. Petrick, Liaison

**Windsor-Kathleen**

| | |
|---|---|
| **From:** | Windsor-Kathleen |
| **Sent:** | Tuesday, August 12, 2014 4:19 PM |
| **To:** | 'Jennifer Weeks/Susan Rich' |
| **Cc:** | Granger-Lisa; Travers-John; Wingate-Mary |
| **Subject:** | RE: Long Beach Munt ce08080209 1238 Long Beach Drive |

Hi Jen,
(Please confirm receipt of this email.)

The structure on this property received a permit in 1998 and construction has stalled many times. This case (is my case) began with a referral from the building official in 2008 after he made several attempts to work with the property owner, all attempts failed and the permit expired again 7-15-2008.

A hearing was held on October 30, 2009 and the Special Magistrate found the property owner in violation of 3 counts. One for condition of the site, high grass and weeds, which has now become replaced with invasive Australian Pines. The other two counts are unsafe charges. Daily fines of $1,100.00 per day have accrued for 1720 days for a total of $1,892,000.00 and will continue to accrue until compliance is achieved.

I haven't added up the costs yet, best guess 1000.00.

The property was inspected by the building official last week to see if the structure was a candidate for demolition by the County, and he feels the structure could be mitigated. This means that either the existing structure is inspected and an engineer deems it up to current FBC, or the compromised portions would have to be removed/retrofitted, etc.

This permit received a ROGO allocation, therefore a new permit would have to enter the ROGO allocation process again.

The permit also had a 1203 SF enclosure because it was permitted prior to the County adopting a 299 SF restriction on enclosures. I don't know if this would have to be removed or not.

These are just my obvious observations, there may be other issues that need to be addressed. Any potential buyer should speak with the building department and planning department about permitting questions.

As far as the fines, the County staff's authority to reduce fines is limited to a 75% reduction by resolution, which is still a hefty amount to negotiate with a sale.

If you had a serious buyer, any reduction in the fine amount lower than 75% would have to be approved by the Board of County Commissioners.

I hope this helps.
Kat

Kathleen Windsor, CFM
Fema Certified Floodplain Manager
Monroe County Sr. Code Compliance Research Analyst
2798 Overseas Highway
Marathon FL 33050



40

Phone: 305-289-2586
windsor-kathleen@monroecounty-fl.gov

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.

-----Original Message-----
From: Jennifer Weeks/Susan Rich [mailto:stayinthekeys@aol.com]
Sent: Monday, August 11, 2014 10:41 AM
To: Windsor-Kathleen
Subject: Long Beach

Hello Kat, regarding the properties on Long Beach, just curious what was going on with the Munt property. Also, were you at 1445 Long Beach?

These are both unfinished structures and have clients that may be interested. Just wondered if they were selling, foreclosure, fines, etc...

Thank you,
Jennifer

**6/16/15—CE08080209**
**Owner: Keith Munt**
**1238 Long Beach Drive**
**Big Pine Key**
**photos by Inspector Link**

6/16/15—CE08080209
Owner: Keith Munt
1238 Long Beach Drive
Big Pine Key
photos by Inspector Link

# CODE ENFORCEMENT DETAIL

| | | | |
|---|---|---|---|
| Case Number | CE08080209 | Tenant | |
| Case Date | 08-14-2008 | Add Info | RB 046 191 195 US |
| Origination | 5 - REFERRAL | Status | L - LIEN CREATED |
| Operator | peacockv | Officer | KW |

## PROPERTY ON CASE

| | | | |
|---|---|---|---|
| RE | 00317060000000 | Owner | MUNT H KEITH |
| Property Address | 1238 LONG BEACH DR | Owner Address | 16 FREELAND CT |
| City/State/Zip | BIG PINE KEY FL | City/State/Zip | HAMILTON, ONTARIO -- L8S 3R5 |
| | | Phone | |

## CASE DESCRIPTION

UNSAFE STRUCTURE. PERMIT # 96100029 FOR A
CONVENTIONAL RESIDENCE IS DEAD - EXPIRED
7-15-2008.

## VIOLATION CODE(S)

1: 21-20.(B) -- PREMISES TO BE MOWED
2: 6-27.(B)(2)H -- UNSAFE PERMITS INSPECTIONS C.O
3: 6-27.(B)(2)K -- UNSAFE NONCOMPLIANCE W/REQUEST
4: 99

## NOTES

| | |
|---|---|
| 2009-09-24 15:59:14 | NOV/NOH COMPLIANCE - N/A |
| | SM - 10-29-2009 |
| 2010-03-10 15:31:56 | ---------- |
| | ALTERNATE ADDRESS: |
| | 2190 LAKESHORE ROAD UNIT 12-C |
| | BURLINGTON ON L7R 4K1 |

## INSPECTIONS/EVENTS DETAIL

| DATE | TIME | INSPECTION / EVENT TYPE | INSTRUCTIONS / COMMENTS |
|---|---|---|---|
| 02-10-2016 | 14:14:38 | CASE HEARD BEFORE BOCC | SCHEDULED |
| 07-17-2015 | 16:39:53 | COMMENT CODE | ORIGINAL FILE - OCT 2011 |
| 06-18-2015 | 14:56:36 | COMMENT CODE | PHOTOS TAKEN 6/16/15 IN ATTACHMENTS. |
| 06-16-2015 | 14:53:58 | REINSPECTION | THIS PROPERTY IS POSTED "NO TRESPASSING". HOWEEVER, TOOK PHOTOS SHOWING STRUCTURE NOT COMPLETE, THE TALL GRASS IS NOW TREES. AUSTRAILIAN PINES ALL THICK. ALL VIOLATIONS STILL EXIST. NO PERMIT FOR THE SFR. |
| 08-13-2014 | 13:41:23 | SENT FILE TO COUNTY ATTY | ORIGINAL FILE IN MARATHON CA OFFICE FILED BY MONTH OF ORDER/LIEN. NOV 2009 |
| 08-12-2014 | 16:20:04 | COMMENT CODE | KAT RESPONDED WITH EMAIL TO A INQUIRY FROM POTENTIAL BUYER.: DAILY FINES OF $1,100.00 PER DAY HAVE ACCRUED FOR 1720 DAYS FOR A TOTAL OF $1,892,000.00 AND WILL CONTINUE TO ACCRUE UNTIL COMPLIANCE IS ACHIEVED. THE PROPERTY WAS AND HE FEELS THE STRUCTURE COULD BE MITIGATED. THIS MEANS THAT EITHER THE EXISTING STRUCTURE IS INSPECTED AND AN ENGINEER DEEMS IT UP |



44

| | | | |
|---|---|---|---|
| | | | TO CURRENT FBC, OR THE COMPROMISED PORTIONS WOULD HAVE TO BE REMOVED/RETROFITTED, ETC.<br><br>THIS PERMIT RECEIVED A ROGO ALLOCATION, THEREFORE A NEW PERMIT WOULD HAVE TO ENTER THE ROGO ALLOCATION PROCESS AGAIN.<br><br>THE PERMIT ALSO HAD A 1203 SF ENCLOSURE BECAUSE IT WAS PERMITTED PRIOR TO THE COUNTY ADOPTING A 299 SF RESTRICTION ON ENCLOSURES. I DON'T KNOW IF THIS WOULD HAVE TO BE REMOVED OR NOT. |
| 08-07-2014 | 15:29:24 | REFERRAL TO BUILDING OFFICIAL | SITE INSPECTION FOR DEMO PROCESS BY BUILDING OFFICIAL JOHN TRAVERS.<br>OBSERVED THE FOLLOWING:<br>APPEARS TO BE SOME WATER DAMAGE TO PLYWOOD.<br>ALL OPENINGS SEEM TO BE SECURED ON UPPER LEVEL.<br>REBAR IN YARD NEEDS TO BE CAPPED<br>ENCLOSURE DOOR APPEARS TO BE TAMPERED WITH AND OPEN.<br>WOODEN CONSTRUCTION STAIRS COMPROMISED BY TREE GROWTH.<br>UPPER LEVEL NOT ACCESSIBLE.<br>HOUSE COULD BE MITIGATED TO CURRENT FBC.<br>NOT A CANDIDATE FOR DEMO BY COUNTY. |
| 08-07-2014 | 13:43:29 | REINSPECTION | SITE VISIT. HIGH WEEDS AND GRASS HAS BEEN REPLACED WITH INVASIVE AUSTRALIAN PINES.<br>ALL VIOLATIONS REMAIN. |
| 10-20-2011 | 08:58:01 | LIEN ORDER RECORDED MCCO | LIEN WAS PERFECTED AND RE-RECORDED DOC 1855245 |
| 10-08-2011 | 11:51:32 | COMMENT CODE | SENT REQUEST TO MCCO TO PERFECT LIEN |
| 10-08-2011 | 11:46:34 | REFERRAL TO BUILDING OFFICIAL | PREPARED UNINHABITABLE INSPECTION REQUEST. |
| 01-25-2011 | 15:59:00 | COMMENT CODE | RESOLUTION 180-2010 FOR 2-YEAR EXTENSIONS BY BOCC 06-16-2010 DOES NOT APPLY TO THIS CASE:<br><br>THIS PERMIT EXPIRED 7-15-2008.<br><br>WHEREAS AMONG OTHER THINGS 8B1752 MANDATES A TWO YEAR EXTENSION OF LOCAL GOVERNMENT ISSUED DEVELOPMENT ORDERS AND BUILDING PERMITS THAT HAVE AN EXPIRATION DATE<br>OF 8EPTEMBER 1 2008 THROUGH JANUARY 1 2012...ETC.<br><br>WHEREAS 8B1752 FURTHER PROVIDES THAT THE HOLDER OF A VALID DEVELOPMENT ORDER OR BUILDING PERMIT OR OTHER AUTHORIZATION THAT IS ELIGIBLE FOR THE TWO YEAR EXTENSION MUST<br>NOTIFY THE LOCAL GOVERNMENT IN WRITING NO LATER THAN DECEMBER 31 2010 IDENTIFYING THE<br>SPECIFIC AUTHORIZATION S FOR WHICH THE HOLDER INTENDS TO USE THE EXTENSION AND THE<br>ANTICIPATED TIMEFRAME FOR ACTING ON THE AUTHORIZATION AND... ETC. |
| 11-10-2010 | 08:25:57 | COMMENT CODE | RECORDS REQUEST FOR COPY OF FILE BY ANDY TOBIN. COPIES W/ INVOICE MAILED.<br>****<br>FINES TO DATE 384,000.00 |
| 05-28-2010 | 08:23:41 | SENT FILE TO COUNTY ATTY | PREPARING BOCC AGENDA ITEM FOR FORECLOSURE. |
| 05-10-2010 | 12:23:23 | XXXELIGIBLE FOR FORECLOSURE | SM ORDER AUTHORIZING FORECLOSURE SIGNED BY THE SM ON 05/05/10 MAILED TO PO VIA 1ST CLASS MAIL BY LIAISON TODAY. |



45

| | | | |
|---|---|---|---|
| 04-29-2010 | 15:28:39 | SET FOR HEARING | MAILED NOTICE OF HEARING FOR COLLECTIONS TO BOTH ADDRESS(S). |
| 04-07-2010 | 15:01:57 | COMMENT CODE | PREPARED MOTION FOR COLLECTIONS - PASSED TO LISA |
| 03-18-2010 | 16:53:28 | LETTER NON-PAYMENT/COMPLIANCE | MAILED DEMAND LTR TO BOTH ADDRESSES FOUND FOR PO (2 PRC) |
| 03-10-2010 | 15:28:30 | COMMENT CODE | RESEARCH REVEALS 2ND ADDRESS IN MC RECORDS - SEE NOTEPAD.<br>PREPARED DEMAND LTR, PASSED TO LISA. |
| 01-15-2010 | 09:08:38 | REFERRAL TO MC SHERIFF | PC FROM DEPUTY, THEY CAUGHT KIDS VADALIZING PROPERTY, WANTED PO'S PHONE NUMBER TO CALL HIM AND SEE IF HE WANTS TO PRESS CHARGES. WE HAVE NO PHONE KNOWN<br>FOR MR. MUNT. |
| 01-07-2010 | 14:41:10 | COMMENT CODE | |
| 11-25-2009 | 14:26:08 | REINSPECTION FOR HEARING | SITE VISIT, YARD CONDITION REMAINS THE SAME, PERMIT STILL EXPIRED.<br>ALL VIOS REMAIN, FINES BEGIN RUNNING. |
| 11-13-2009 | 13:43:15 | COMMENT CODE | ADDED FINE ON 21-20.(B)<br>START DATE: 11/26/09 FINE AMT: 100.00 |
| 11-13-2009 | 13:43:15 | COMMENT CODE | ADDED FINE ON 6-27.(B)(2)H<br>START DATE: 11/26/09 FINE AMT: 500.00 |
| 11-13-2009 | 13:43:15 | COMMENT CODE | ADDED FINE ON 6-27.(B)(2)K<br>START DATE: 11/26/09 FINE AMT: 500.00 |
| 10-30-2009 | 13:42:02 | ORDER SENT TO MCCO FOR REC | SENT TO CLERKS FOR RECORDING. |
| 10-29-2009 | 17:25:10 | INSPECTORS HEARING NOTES | NO ONE HERE FOR PO.<br>READ BRIEF INTO RECORD.<br>FF & COSTS<br>NEW COMPLIANCE 11-25-2009.<br>21-20(B) - 100.00 PER DAY<br>6-27(B)(2)H - 500.00 PER DAY<br>6-27(B)(2)K - 500.00 PER DAY |
| 10-29-2009 | 13:39:08 | XXXFINDING OF FACT | SM FINAL ORDER FOUND IN VIOLATION AS CITED. COSTS IMPOSED UNTIL COMPLIANT AND FINES IN THE AMOUNT OF $100.00 PER CHARGE OF 21-20.(B) AND $500.00 PER DAY PER CHARGES OF 6-27.(B)(2)H AND 6-27.(B)(2)K IF NOT IN COMPLIANCE BY 11/25/09.<br>NO REVIEW HEARING IS SET AT THIS TIME. |
| 10-29-2009 | 10:24:23 | SET FOR HEARING | |
| 10-23-2009 | 15:23:57 | REINSPECTION FOR HEARING | SITE VISIT, GRASS SAME, DID NOT TAKE ANY PHOTOS |
| 10-19-2009 | 14:14:09 | XXXNOV CERTIFIED RETURNED | CERTIFIED RECPT RET'D - GOOD SERVICE<br>RB 046 191 195 US |
| 10-07-2009 | 13:53:35 | COMMENT CODE | PREPARED FILE FOR INSPECTOR AND PASSED ORIGINAL TO NICOLE |
| 10-02-2009 | 10:13:41 | POSTING OF NOV/NOH/MOTION/LTR | POSTED SUBJECT PROPERTY AND TOOK PHOTOS. OBSERVED AT LEAST 2 SETS OF REBAR IN GROUND, OPEN DOORS AND WINDOWS, WIRING ON GROUND, STAIRCASE OPEN. |
| 10-02-2009 | 09:03:39 | COMMENT CODE | PREPARED POSTINGS AND MAILED FIRST CLASS MAILING |
| 10-01-2009 | 13:46:20 | COMMENT CODE | VM MESS ON MY PHONE THAT THE WINDOWS ARE OPEN AGAIN AND ATTRACTING VAGRANTS. |
| 09-28-2009 | 15:31:11 | NOTICE OF VIOLATION/HEARING | PREPARED NOH TO PROPERTY OWNER<br>RB 046 191 195 US<br>PASSED TO SUPERVISOR FOR APPROVAL |
| 09-24-2009 | 15:58:35 | SENT TO DIRECTOR FOR REVIEW | PASSED TO R. FOR REVIEWS |
| 09-23-2009 | 15:07:16 | REFERRAL TO BUILDING OFFICIAL | R. REVIEWED W/ JOE FOR TO-WITS.<br>PREPARED UNSAFE MEMO |
| 08-14-2009 | 11:42:46 | SENT TO DIRECTOR FOR REVIEW | PASSED TO R FOR UNSAFE REFERRAL FROM JOE |
| 08-04-2009 | 16:04:41 | REINSPECTION | SITE VISIT, TOOK PHOTOS.<br>APPEARS NO CHANGE. ROOF STILL ONLY TAR PAPER. LAST INSPECTION WAS TIN TAB.<br>NO RAILINGS ON BALCONIES, STAIRS OPEN FOR ACCESS. GRASS AND WEEDS. |
| 08-04-2009 | 10:44:16 | COMMENT CODE | APPROACHED BY B/O. ASKED THAT WE MOVE FORWARD W/ THIS CASE. THERE HAS BEEN NO ATTEMPT BY PO TO COMPLETE THE STRUCTURE. |
| 05-06-2009 | 10:45:09 | REINSPECTION | |

| | | | |
|---|---|---|---|
| | | | SITE VISIT, LOOKS THE SAME.<br>ROOF IS STILL ONLY DRYED IN. |
| 09-16-2008 | 16:16:15 | REFERRAL TO BUILDING OFFICIAL | REVIEWED W/ JOE PASKLIK.<br>CONSTRUCTION SITES ARE INHERIENTLY UNSAFE.<br>ROGO PERMIT. PLANNING WORKING ON ROGO EXPIRATIONS AND RE-APPLICATION PROCESS.<br><br>**HOLD NOV UNTIL FURTHER NOTICE. |
| 08-22-2008 | 16:15:36 | INITIAL INSPECTION TYPE | SITE VISIT, TOOK PHOTOS |
| 08-14-2008 | 15:01:08 | CREATE A CASE | VIOLATION RECORDED PEACOCKV |

Your privacy is important to us, for more information see our privacy policy.

Copyright © 2007 - THE PLUS SERIES ® - All Rights Reserved

47

Code Enforcement Fines - MONROE COUNTY **** LIVE ****

File Edit Actions Details Links Help

**Case Information**

Case Number: CE08080209 | Origination: 5 - REFERRAL

RE: 00317060000000 | Board: SM - SPECIAL MAGISTRATE

Address: 1238 LONG BEACH DRIVE | Total Fines: 2472800.00000

| Ordinance | Date Ordered | Comply By | Fine Start | Daily Fine | Settle Amount | Paid Amount |
|---|---|---|---|---|---|---|
| 21-20 (b) | 10/29/2009 | 11/25/2009 | 11/26/2009 | 100.00000 | 0.00 | 0.00 |
| 6-27.(b)(2)h | 10/29/2009 | 11/25/2009 | 11/26/2009 | 500.00000 | 0.00 | 0.00 |

**Fine Details**

Ordinance Code: 21-20.(b) ☑ Continuous

| | | | |
|---|---|---|---|
| Date Ordered | 10/29/2009 | Comply By | 11/25/2009 |
| Fine Start | 11/26/2009 | Daily Fine | 100.00000 |
| Number of Days | 2248 | Suspended Days | 0 |
| Current Fine | 224800.00 | Complied Date | |
| Settle Amount | 0.00 | Settle Date | |
| Amount Paid | 0.00 | Date Paid | |

21-20(B) – 100.00

6-27(B)(2)H – 500.00

6-27(B)(2)K – 500.00

1100.00 per day

**Suspended Days**

| Stop Date | Restart Date |
|---|---|

Suspend Days

48

Doc# 18[illegible]5 10/20/2011 9:06AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

BEFORE THE COUNTY CODE ENFORCEMENT SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

Keith H. Mast

Respondent(s).

Case No. CE 08080209

Subject Property Real Estate Number:
00317040-000000

Doc# 1765325 11/03/2009 9:22AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1765325
Bk# 2438 Pg# 1511

**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 11/25/09 ("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:

$ 2-20.(b)= $100.00
0-27.(b)(2)h= $500.00
0-27.(b)(2)K= $500.00

Doc# 1855245
Bk# 2538 Pg# 1685

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 20th day of OCTOBER, 2009.

John Van Lennep, 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.**

STATE OF FLORIDA)
COUNTY OF MONROE)
I certify this is a True Copy of the
Original on file in this Office. Witness
my hand and Official Seal.
This 3rd day of October
A.D. 20 09
KEVIN MADOK
Clerk Circuit Court
by _____ D.C.

**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 20th day of OCTOBER, 2009.

Nicole Murphy, Code Enforcement Liaison

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

49

# 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:** 1390569 **Parcel ID:** 00317060-000000

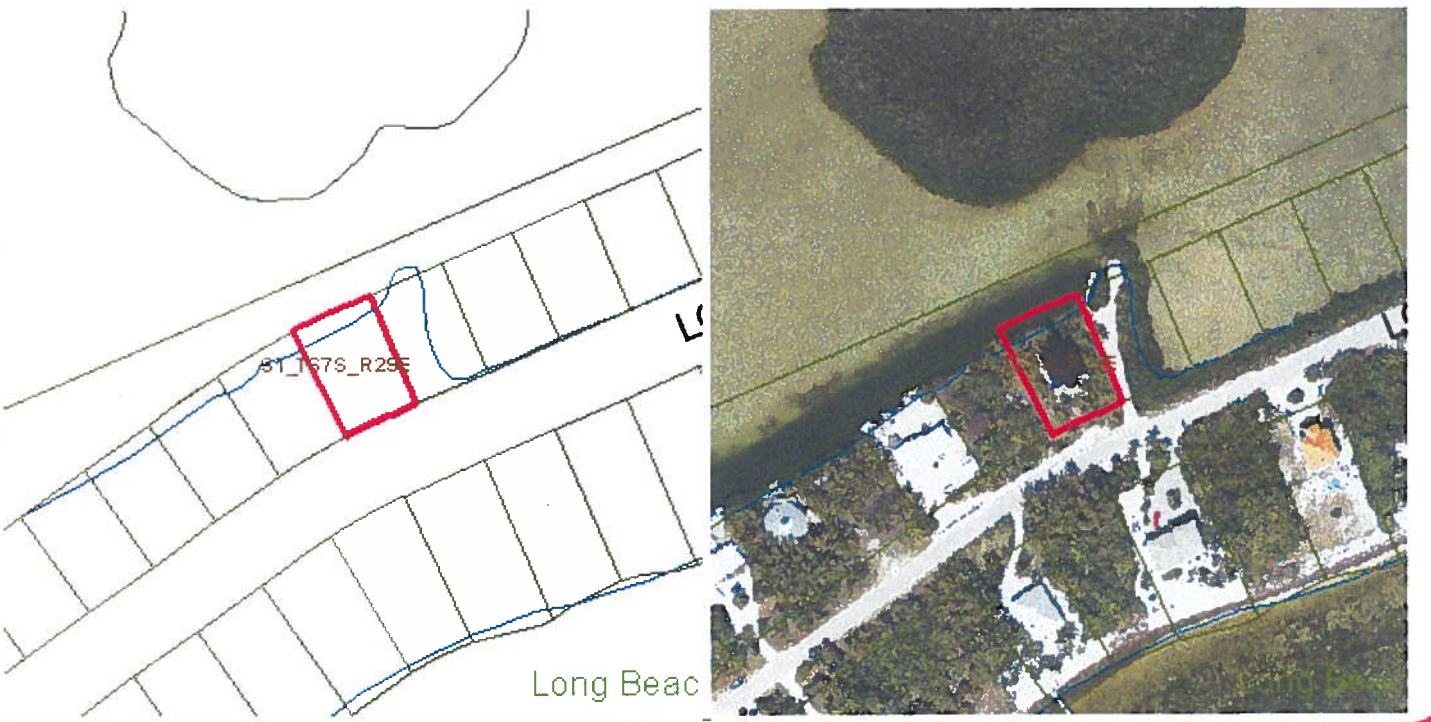
## Ownership Details

**Mailing Address:**
MUNT H KEITH
16 FREELAND CT
HAMILTON, ONTARIO L8S 3R5
CANADA

## Property Details

**PC Code:** 00 - VACANT RESIDENTIAL
**Millage Group:** 100H
**Affordable Housing:** No
**Section-Township-Range:** 01-67-29
**Property Location:** 1238 LONG BEACH DR BIG PINE KEY
**Legal Description:** BK LT 34 LONG BEACH ESTATES SECTION A BIG PINE KEY PB5-38 OR473-788 OR710-790 OR901-1277Q/C OR1066-1937 OR1533-2433Q/C OR2153-829

## Click Map Image to open interactive viewer




50

## Land Details

| Land Use Code | Frontage | Depth | Land Area |
|---|---|---|---|
| M10W - RES WATERFRONT | 0 | 0 | 15,695.00 SF |

## Appraiser Notes

| |
|---|
| UPON PERMIT REVIEW-APPEARS SOMEONE HAS THINNED THE VEGETATION AS YOU CAN SEE MORE OF HOME |
| 8/14/2014 PERMIT REVIEW-NO FURTHER ACTIVITY |
| SFR PERMIT #96100029 HAS EXPIRED PER BUILDING DEPT. |
| 60% COMPLETE 2002-15-7.....CHIP |
| 11/29/12 - SFR SHELL REMAINS INCOMPLETE, PERMIT EXPIRED (SA) |
| 12/15/11 - PER MC BLDG DEPT SFR PERMIT HAS EXPIRED. LANDLINE CALL M10W IS CORRECT FOR 2012 TR. (SA) |
| 2007/11/07 WINDOWS NOW IN - BUT NOTHING ELSE DONE (124JDC) |

## Building Permits

| Bldg | Number | Date Issued | Date Completed | Amount | Description | Notes |
|---|---|---|---|---|---|---|
| 1 | 960029 | 06/15/1999 | 12/23/2009 | 10,000 | | SFR REVISED PLANS |
| 2 | 96-0029 | 04/06/1998 | 12/23/2009 | 350,000 | | SFR |
| | 9610029 | 04/03/2003 | 12/23/2009 | 350,000 | | SFR-REVISION |

## 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 | 0 | 0 | 98,907 | 98,907 | 36,957 | 0 | 98,907 |
| 2014 | 0 | 0 | 86,543 | 86,543 | 33,598 | 0 | 86,543 |
| 2013 | 0 | 0 | 86,502 | 86,502 | 30,544 | 0 | 86,502 |
| 2012 | 0 | 0 | 27,768 | 27,768 | 27,768 | 0 | 27,768 |
| 2011 | 0 | 0 | 28,999 | 28,999 | 28,999 | 0 | 28,999 |
| 2010 | 0 | 0 | 43,946 | 43,946 | 43,946 | 0 | 43,946 |
| 2009 | 0 | 0 | 124,775 | 124,775 | 124,775 | 0 | 124,775 |
| 2008 | 0 | 0 | 226,008 | 226,008 | 226,008 | 0 | 226,008 |
| 2007 | 0 | 0 | 149,103 | 149,103 | 149,103 | 0 | 149,103 |
| 2006 | 0 | 0 | 78,475 | 78,475 | 78,475 | 0 | 78,475 |
| 2005 | 0 | 0 | 47,085 | 47,085 | 47,085 | 0 | 47,085 |
| 2004 | 0 | 0 | 78,475 | 47,085 | 47,085 | 0 | 47,085 |
| 2003 | 0 | 0 | 70,628 | 42,376 | 42,376 | 0 | 42,376 |
| 2002 | 0 | 0 | 61,995 | 37,197 | 37,197 | 0 | 37,197 |
| 2001 | 0 | 0 | 61,995 | 37,197 | 37,197 | 0 | 37,197 |
| 2000 | 0 | 0 | 61,995 | 37,197 | 37,197 | 0 | 37,197 |
| 1999 | 0 | 0 | 61,995 | 37,197 | 37,197 | 0 | 37,197 |
| 1998 | 0 | 0 | 61,995 | 37,197 | 37,197 | 0 | 37,197 |
| 1997 | 0 | 0 | 61,995 | 37,197 | 37,197 | 0 | 37,197 |

51

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **1996** | 0 | 0 | 61,995 | 37,197 | 37,197 | 0 | 37,197 |
| **1995** | 0 | 0 | 61,995 | 61,995 | 61,995 | 0 | 61,995 |
| **1994** | 0 | 0 | 61,995 | 61,995 | 61,995 | 0 | 61,995 |
| **1993** | 0 | 0 | 61,995 | 61,995 | 61,995 | 0 | 61,995 |
| **1992** | 0 | 0 | 53,677 | 53,677 | 53,677 | 0 | 53,677 |
| **1991** | 0 | 0 | 61,995 | 61,995 | 61,995 | 0 | 61,995 |
| **1990** | 0 | 0 | 61,995 | 61,995 | 61,995 | 0 | 61,995 |
| **1989** | 0 | 0 | 61,995 | 61,995 | 61,995 | 0 | 61,995 |
| **1988** | 0 | 0 | 62,780 | 62,780 | 62,780 | 0 | 62,780 |
| **1987** | 0 | 0 | 30,605 | 30,605 | 30,605 | 0 | 30,605 |
| **1986** | 0 | 0 | 30,605 | 30,605 | 30,605 | 0 | 30,605 |
| **1985** | 0 | 0 | 30,250 | 30,250 | 30,250 | 0 | 30,250 |
| **1984** | 0 | 0 | 30,250 | 30,250 | 30,250 | 0 | 30,250 |
| **1983** | 0 | 0 | 30,250 | 30,250 | 30,250 | 0 | 30,250 |
| **1982** | 0 | 0 | 20,717 | 20,717 | 20,717 | 0 | 20,717 |

## Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

| Sale Date | Official Records Book/Page | Price | Instrument | Qualification |
|---|---|---|---|---|
| **8/1/1988** | 1066 / 1937 | 60,000 | WD | Q |

This page has been visited 664,304 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

52

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: 02/10/16 Division: Growth Management/Code

Bulk Item: Yes X No ___ Staff Contact /Phone #: Steve Williams; 292-3470

**AGENDA ITEM WORDING:** Approval of a settlement agreement for Code Compliance Liens regarding real property located at 537 Plante Street, Key Largo, FL.

**ITEM BACKGROUND:** This property has been the subject of three code compliance cases and has become an eyesore to its neighborhood. A nearby property owner wishes to purchase the property and clean it up, but does not wish to acquire without assurances regarding the code liens that exceed the value of the property. The current owner has abandoned the property and left the keys.

**CE12050038:** The property has been subject of a code compliance case for illegal parking and storage of trucks and failure to maintain the property clean and free of trash and debris. On February 28, 2013 the Code Compliance Special Magistrate approved an executed Stipulation Agreement wherein the property owner admitted to the violations. In the Stipulation, the property owner agreed to pay fines in the amount of $200.00 per day, if compliance was not achieved by the agreed upon compliance date (May 17, 2013). The property owner was given 1 extension of the compliance date with the final compliance date of July 19, 2013; however, compliance was not achieved by the final compliance date of July 19, 2013. The Final Order was recorded as a lien in the Monroe County Clerk's Office on January 17, 2014. The current amount of the fines as of December 1, 2015 is $172,800.00 with a $200.00 per diem and an estimate of costs are $1,367.69.

**CE10020191:** Mr. Hardy has had similar violations in the past that have been remedied. For example, 2011, he was found in violation of parking and storing vehicles in the setbacks, storing abandoned vehicles, failure to maintain the property cleaned of junk and debris, prohibited habitation of travel trailers, illegal parking and storage on the right of way and failure to have all vehicles registered and tagged to a tenant or property owner. Those violations were cured on or before the compliance date (May 11, 2011). However, the one-time fine in the amount of $250.00 ordered by the Special Magistrate for the repeat use of the right of way and the repeat failure to maintain the property remains unpaid to date. Additionally, costs in the amount of $159.49 remain unpaid to date. In 2006 Mr. Hardy was found in violation of failing to maintain the property clean of junk and debris. He gained compliance and paid the administrative fees of $100.00.

**CE13090093:** The Special Magistrate found the property owner in violation of failure to connect to the central sewer system on February 27, 2014 and set an original compliance date of June 1, 2014. The property owner was given an extension to the compliance date until February 1, 2015. The property is not yet compliant. As of December 1, 2015 the fines total $54,700.00 with a $100.00 per diem and an estimate of costs are $265.02.

The total owed is $229,542.20 with a $300.00 per diem. A settlement agreement has been set forth to potential new buyers as follows:

- $20,000 for all fines and costs
- Complete cleanup and compliance within 30 days of close
- If not compliant on day 31, revert to existing amount of $300.00 per day and $20,000.00 is treated as partial payment of full lien amount.

**PREVIOUS RELEVANT BOCC ACTION:** August 20, 2014 – authorization to initiate litigation and work with the property owner and the County Veteran's Affairs to see if compliance can be achieved prior to filing suit.

---

**CONTRACT/AGREEMENT CHANGES: N/A**

---

**STAFF RECOMMENDATIONS:** Approval of a settlement agreement for successful purchase of the parcel. Currently, there are two interested purchasers and this settlement will be extended to successful buyer. The County has no preferences or position with regards to whomever purchases the property.

---

**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 STW 11/26/14 OMB/Purchasing ____ Risk Management ____

**DOCUMENTATION:** Included _____ Not Required____

**DISPOSITION:**_____ **AGENDA ITEM #**_____

Revised 7/09

**SETTLEMENT AGREEMENT**

The Board of County Commissioners of Monroe County and Michael J. Smith and Donna M. Smith New Buyer(s) of the property, hereby agree to settle the existing code enforcement liens imposed by the Special Magistrate regarding real property located at, 537 Plante Street, Key largo, FL, as follows:

1. The County brought actions in 2010, 2012 and 2013 to enforce compliance and unpaid code enforcement liens against Kevin L. Hardy, and his property located at Lot 28 and 29, Block 3, SOUTH CREEK VILLAGE, according to the Plat thereof, as recorded in Plat Book 3, at Page 85, of the Public Records of Monroe County, Florida. Also known as 537 Plante Street, Key Largo, Florida 33037, Monroe County, Florida (RE #: 00467040-000000) ("the Property") as a result of violations found in Code Enforcement case numbers CE12050038, CE10020191, and CE13090093.
2. Kevin L. Hardy currently owns the property and is believed to have left the area and the Bank had filed litigation to foreclose the property. New Buyer(s) are acquiring the parcel vis short-sale.
3. In Code Enforcement Case CE1205038, property owner, Kevin L. Hardy, was ordered to gain compliance by July 19, 2013, with regards to violations of Monroe County Code, §17-6(a), §17-6(b)(1), and §21-20(a) imposing a daily fine of $200.00 per day which commenced running on July 20, 2013. Compliance has not been achieved; therefore, the daily fines continue to run.
4. In Code Enforcement Case CE10020191, property owner, Kevin L. Hardy, gained compliance on May 11, 2011 with regards to violations of Monroe County Code,

§130-186, §17-2(a), §21-20(a), §25-35(c), §25-35(d), and §25-35(e). A one-time fine in the amount of $250.00 and costs in the amount of $159.49, for a total of $409.49 remains unpaid to date.

5. In Code Enforcement Case CE13090093, property owner, Kevin L. Hardy, was ordered to gain compliance by February 1, 2015, with regards to the violation of Monroe County Code §20-78(a) imposing a daily fine of $100.00 per day which commenced running on February 2, 2015. Compliance has not been achieved; therefore, the daily fines continue to run.
6. The New buyer agrees to:
    - Pay $20,000 to Monroe County for all fines and costs;
    - Complete cleanup and compliance within 30 days of closing of the property;
    - If not compliant on day 31, revert to existing amount of $300.00 per day and the $20,000 is treated as partial payment of full lien amount.
7. Payment shall be made payable directly from closing proceeds to: Monroe County Code Compliance, Attn: Nicole Petrick, 2798 Overseas Highway, Marathon, FL 33050.
8. Once the outstanding settlement amount is received in full, final inspection of property is completed, upon the execution of this agreement and approval from the Board of County Commissions, the County will:
    - Issue, a release and satisfaction of the underlying code enforcement liens for filing by the New Buyer(s) in the Official Records of Monroe County.

9. By entering into this agreement, each party agrees to waive any and all claims that it could have raised and/or potential claims that it might have been able to raise as a result of the Code Enforcement cases.

Michael J. Smith 1-26-16
New Buyer, Date
Michael J. Smith

Donna M. Smith 1-26-16
New Buyer, Date
Donna M. Smith

Steven T. Williams Date
Assistant County Attorney

Heather Carruthers Date
Mayor, Monroe County
Board of County Commissioners

# "AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

Realtors

**PARTIES:** Kevin L. Hardy ("Seller"), and Michael J. Smith and Donna M. Smith ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract").

**1. PROPERTY DESCRIPTION:**

(a) Street address, city, zip: 537 Plante Street, Key Largo, FL 33037

(b) Property is located in: Monroe County, Florida. Real Property Tax ID No. 00467040-000000

(c) Real Property: The legal description is

South Creek Village Key Largo PB 3-85 Lots 28, 29 & 30 Block 3, OR 340-125

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: _____

## PURCHASE PRICE AND CLOSING

**2. PURCHASE PRICE** (U.S. currency): ..... $250,166.32

(a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** ..... $10,000.00
The initial deposit made payable and delivered to "Escrow Agent" named below
**(CHECK ONE):** (i) ☑ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Information: Name: Coral Reef Title Co.
Address: 100360 Overseas Highway, Key Largo, FL 33037
Phone: 305-451-6200 E-mail: coralreeftitlekl@msn.com Fax: _____

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date ..... $ _____
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... _____

(d) Other: _____ $ _____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds ..... $240,166.32

**NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

**3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before 11/25/2015, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

**4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on *See line 569 ("Closing Date"), at the time established by the Closing Agent.

**5. EXTENSION OF CLOSING DATE:**

(a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____(if left blank, then 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

**6. OCCUPANCY AND POSSESSION:**

(a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

**7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☑ may not assign this Contract.

## FINANCING

**8. FINANCING:**

☑ (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

☐ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☐ FHA ☐ VA or ☐ other_____(describe) loan on the following terms within _____(if left blank, then 45) days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____% (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____(if left blank, then 30) years ("Financing").

Buyer shall make mortgage loan application for the Financing within _____(if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract **up to the earlier of:**

 © 2015 Florida Realtors® and The Florida Bar. All rights reserved

(i) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract; or

(ii.) 7 days prior to the Closing Date specified in Paragraph 4, which date, for purposes of this Paragraph 8(b) (ii), shall not be modified by Paragraph 5(a).

If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

## CLOSING COSTS, FEES AND CHARGES

**9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c) (i) is checked)
- Title search charges (if Paragraph 9(c) (iii) is checked)
- Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c) (ii) is checked)
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c) (iii) is checked.)
- Other: _____

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents.

**(CHECK ONE):**

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title

evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $_____ (if left blank, then $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☑ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S , which lien shall be prorated pursuant to STANDARD K.

## DISCLOSURES

**10. DISCLOSURES:**

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553 996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

 © 2015 Florida Realtors® and The Florida Bar. All rights reserved.

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

## PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

**11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

**12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have*** 1 ***(if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

## ESCROW AGENT AND BROKER

13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

## DEFAULT AND DISPUTE RESOLUTION

15. **DEFAULT:**

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon

default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

**16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

**17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

**18. STANDARDS:**

**A. TITLE:**

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing

 © 2015 Florida Realtors® and The Florida Bar. All rights reserved.

Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

**B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

**C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

**D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

**E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

**F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

**G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, and acts of terrorism, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

**H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

**I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

 © 2015 Florida Realtors® and The Florida Bar. All rights reserved

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.
(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood elevation certification, and documents required by Buyer's lender.
(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

**J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

**K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

**L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

**M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1 5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

**N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided,

 © 2015 Florida Realtors® and The Florida Bar. All rights reserved.

however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

**O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

**P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

**Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

**R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

**S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.**

**T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

**U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

**V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for $300,000 or less.

(i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the

## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.
(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

**W. RESERVED**

**X. BUYER WAIVER OF CLAIMS:** ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

## ADDENDA AND ADDITIONAL TERMS

**19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners/Flood Ins.
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration

**20. ADDITIONAL TERMS:**

Monroe County As Is and Sewer Addendum attached.

Closing shall take place on or before 15 days after Final Monroe County Release of Liens.

Buyer shall pay $20,000. in payment of Monroe County liens payable to Monroe County at date of closing.

## COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer.

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

**THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

*Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions*

*should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.*

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

| | | |
|---|---|---|
| Buyer: | Michael J Smith | Date: 11-25-15 |
| Buyer: | Donna M. Smith | Date: 11-25-15 |
| Seller: | | Date: 11-27-15 |
| Seller: | | Date: |

| Buyer's address for purposes of notice | Seller's address for purposes of notice |
|---|---|
| | |

**BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

| | |
|---|---|
| Maryann Warren | Fran Herbenik Fran Herbenick |
| **Cooperating Sales Associate, if any** | **Listing Sales Associate** |
| Coldwell Banker Schmitt R.E. | Coldwell Banker Schmitt R.E. |
| **Cooperating Broker, if any** | **Listing Broker** |


FloridaRealtors/FloridaBar-ASIS-4 Rev 9/15 © 2015 Florida Realtors® and The Florida Bar. All rights reserved

MORTGAGE CORPORATION

PO Box 477 • Knoxville, TN 37901
Phone: 800-955-0021
Fax: 866-231-4850
NMLS: 2280

Hours of Operation
**Monday – Thursday: 8:00 am to 9:00 pm EST**
**Friday: 8:00 am to 8:00 pm EST**

January 19, 2016

Kevin Hardy
350 Palomino Dr
Salisbury, NC 28146

Re: Account: 406157
Property Address: 537 Plante St, Key Largo, FL 33037

Dear Kevin Hardy,

Please accept this as confirmation that 21st Mortgage will approve an extension on the current short sale offer on the aforementioned account based on the terms below. The terms upon which this approval is contingent include the following:

1. 21st Mortgage must receive minimum total net proceeds of $232,700.00, based on a sale price of $250,166.32.
2. Sellers are to net zero.
3. Amount to secondary lien holder(s) total of $0.00.
4. Realtor Commission of $15,009.98.
5. Taxes, State Tax Stamps, and Recording Fees totaling $1,651.97.
6. Other Settlement Charges totaling $797.37.
7. Net proceeds must be received on or before 3/19/16.
8. HUD-1 Settlement Statement or Closing Disclosure and approval letter from the subordinate lien holder(s), if applicable, MUST be faxed 48 hours before closing for approval. Please fax to (866)231-4850 attn: Tiffany Bryan.
9. PROCEEDS MUST BE SENT VIA CERTIFIED FUNDS TO:

   21ST Mortgage Corporation
   620 Market Street, One Centre Square
   Knoxville, Tennessee 37902

10. A copy of the certified funds receipt, final HUD-1 Settlement Statement or Closing Disclosure, this short sale letter, and any applicable promissory notes must be FAXED to our office at (866)231-4850 attn: Tiffany Bryan within 24 hours of closing.

**Please also note the following:**

- **If any of the previous terms are not met, the Net Proceeds will not be accepted and the satisfaction will be delayed at your expense.**

- **If we receive additional information on the account that would affect our original decision, we reserve the right to withdraw the approval for the acceptance of a short payoff.**

Twenty one days after 21st Mortgage Corporation receives the approved funds, it will submit the lien release documents to the County to be recorded.

A short sale will result in some portion of the outstanding balance and/or unpaid interest on your loan to be written off. This may have tax consequences to you, and we encourage you to contact a tax professional to discuss any questions you may have. Upon completion of the short sale and when we next report the terms and status of your loan to the credit bureaus, we will report that your loan is paid and settled for less than the total amount due unless it's prohibited due to bankruptcy regulations and/or state law.

If you have any questions, feel free to contact your representative at 1-800-955-0021 ext. 1326. Please note, failure to make your loan payments during the loss mitigation process will result in the accrual of late fees as well as negative credit reporting where allowed by applicable law.

This is neither a demand for payment of a debt nor a notice of personal liability to any recipient whose debt might have been discharged in bankruptcy or who might be subject to automatic stay pursuant to the United States Bankruptcy Code. However, 21st Mortgage needs to learn your intentions concerning the subject property. Regular payments in accordance with the payment schedule in the loan agreement are recommended if you wish to retain possession of the property even though you are not personally liable for any debt or loan that previously related to the property. The lien on the property is still valid under applicable law without a debt or loan accompanying the lien.

Sincerely,

Tiffany Bryan
21st Mortgage Corporation

**If you believe the loss mitigation request has been wrongly denied you may take the following actions:**

**For North Carolina residents, you may file a complaint with the North Carolina Office of the Commissioner of Banks website, www.nccob.gov.**

**For New York residents, you may file a complaint with the New York State Department of Financial Services at 1-800-342-3736 or www.dfs.ny.gov.**

**For Hawaii residents, you may file a complaint with the state division of financial institution at 808-586-2820 or http://cca.hawaii.gov/dfl/file-a-complaint/.**

Customer Inquiries **- For customers whose loan is secured by real property, inquiries under RESPA regarding possible errors in the servicing of your loan or requests for information must be sent to:**

**21st Mortgage Corporation**
**Customer Inquiries**
**620 Market Street, Suite 100**
**Knoxville, TN 37902**

** PLEASE TAKE NOTICE **

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Please be advised further that this letter constitutes neither demand for payment of the captioned debt nor a notice of
personal liability to any recipient hereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to automatic stay of Section 362 of the United States Bankruptcy Code.

The Department of Housing and Urban Development (HUD) has approved certain experienced counseling organizations to provide home ownership counseling to qualified borrowers. Home ownership counseling is available free of charge. You may obtain a list of HUD Approved Counseling Agencies by calling toll free 1-800-569-4287. You should contact one of the HUD Counseling Agencies or your local HUD office for more information about these counseling services.

For Colorado residents, please note 21st Mortgage's Colorado office phone number is (970) 475-0008, and its office address is 455 W. Service Road; Evans, CO 80620. PLEASE SEND PAYMENTS TO: PO Box 148; Memphis, TN 38101.

For Tennessee residents, 21st Mortgage is licensed by the Collection Service Board of the Department of Commerce and Insurance.

COLDWELL BANKER

**SCHMITT**
**REAL ESTATE CO.**

## CENTRAL SEWAGE DISCLOSURE

The undersigned parties acknowledge that all areas of the Florida Keys have been mandated to upgrade to central sewage disposal systems.

To obtain the latest information concerning areas certified for central sewage and the assessment which varies by location contact: Upper Keys: Key Largo Wastewater Treatment District located at 9880 Overseas Hwy., Key Largo, FL 33037, 305-451-4019, or log on www.KLWTD.com. Islamorada: Islamorada Utilities Manager 305-664-2345 or log on www.islamorada.fl.us. Marathon: 10045-55 Overseas Highway, Marathon, FL 33050, 305-743-0033 or log on www.ci.marathon.fl.us. Key Colony Beach 600 W Ocean Dr, Key Colony Beach, FL 33051, 305-289-0819 or log on www.keycolonybeach.net . Unincorporated Monroe County: Wastewater Department located in Key Largo at 102050 Overseas Hwy, 33037, Ph: 305-453-8795 or Key West at 1100 Simonton St. 33040, Ph: 305-292-4426 or log on www.monroecounty-fl.gov. The City of Layton completed conversion of all properties to a central sewage system in 2005.

The Property subject to this contract at 537 Plante Street, Key Largo, FL is currently served by a local Government Operated Central Sewage System ☐ Yes ☑ No and Has ☐ or Has Not ☑ completed the required lateral inspection and testing.

**If No or Has Not completed the required lateral inspection and testing,** then in regard to the sewage treatment for the property subject to this Contract, the Parties agree to apportion the expenses at closing as follows:

RESPONSIBLE PARTY (Please check or initial)

| BUYER | SELLER | |
|---|---|---|
| ☑ | ☐ | Payment for system development fee (If payment is by installments, and "Buyer" is selected, installments for current year shall be prorated to date of closing.) |
| ☑ | ☐ | Connection of interior plumbing to central sewage system |
| ☑ | ☐ | Destruction and/or removal of existing sewage disposal system (cesspit, septic tank, aerobic system) |
| ☑ | ☐ | Payment for inspection and testing of laterals |

| | | | |
|---|---|---|---|
| [signature] 10-26-15 | | [signature] 10-28-15 | |
| BUYER | DATE | SELLER | DATE |
| [signature] | | | |
| BUYER | DATE | SELLER | DATE |

Revised Feb 2013

MICHAEL J. SMITH
DONNA M. SMITH
(305) 247-6000
515 CARIBBEAN BLVD
KEY LARGO, FL 33037

2329
63-1176/670
02

Oct. 16 2015
Date

Pay to the Order of Coral Reef Title $ 10,000.00

Ten Thousand and no/a Dollars

CAPITAL BANK
capitalbank-us.com

Emerald Banking

Escrow

Donna M Smith

⑆067011760⑆ 2031633770⑈ 02329

ISLAND BREEZE®

# Coral Reef Title Company

## BUYER'S AND SELLER'S COMBINED CLOSING STATEMENT

B. Type of Loan

1. FHA 2. RHS 3. Conv. Unins. 6. File Number 10-6907 7. Loan Number 8. Mortgage Insurance Case Number

4. VA 5. Conv. Ins.

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p o.c )" were paid outside the closing, they are shown here for information purposes and are not included in the totals.

D. Name and Address of Buyer
Michael John Smith
Donna Mae Smith
515 Caribbean Blvd.
Key Largo, FL 33037

E. Name and Address of Seller
Kevin L. Hardy
350 Palomino Dr
Salisbury, N. Carolina 28146

F. Name and Address of Lender

G. Property Location
537 Plante Street
Key Largo, FL 33037
Lots 28 and 29, and 30 Block 3
South Creek Village
Monroe

H. Settlement Agent
Coral Reef Title Company
100360 Overseas Hwy

Place of Settlement
100360 Overseas Highway
PO Box 1543
Key Largo FL 33037

I. Settlement Date
01/29/16
DD: 01/29/16

| J. SUMMARY OF BUYER'S TRANSACTION | | K. SUMMARY OF SELLER'S TRANSACTION | |
|---|---|---|---|
| 100. GROSS AMOUNT DUE FROM BUYER | | 400. GROSS AMOUNT DUE TO SELLER | |
| 101. Contract sales price | 250,166.32 | 401. Contract sales price | 250,166.32 |
| 102. Personal property | | 402. Personal property | |
| 103. Settlement charges to buyer (line 1400) | 1,694.16 | 403. | |
| 104. | | 404. | |
| 105. | | 405. | |
| Adjustments for items paid by seller in advance | | Adjustments for items paid by seller in advance | |
| 106. to | | 406. to | |
| 107. County taxes to | | 407. County taxes to | |
| 108. Solid waste/wastewater 01/29/2016 to 09/30/2016 | 489.90 | 408. Solid waste/wastewater to | |
| 109. | | 409. | |
| 110. buyer to pay excess closing cost | 232.60 | 410. buyer to pay excess closing cost | 232.60 |
| 111. Monroe County Liens | 20,000.00 | 411 | |
| 112. | | 412. | |
| 120. GROSS AMOUNT DUE FROM BUYER | 272,483.00 | 420. GROSS AMOUNT DUE TO SELLER | 250,398.92 |
| 200. AMOUNTS PAID BY OR IN BEHALF OF BUYER | | 500. REDUCTIONS IN AMOUNT TO SELLER | |
| 201. Deposit or earnest money | 10,000.00 | 501. Excess Deposit (see instructions) | |
| 202. Principal amount of new loan(s) | | 502. Settlement charges to seller (line 1400) | 17,436.38 |
| 203. Existing loan(s) taken subject to | | 503. Existing loans taken subject to | |
| 204. | | 504. Payoff of first mortgage loan | 232,700.00 |
| 205. | | 505. Payoff of second mortgage loan | |
| 206. | | 506 | |
| 207. | | 507. 2012 Tangible Tax #8952417 | 23.56 |
| 208. | | 508. | |
| 209. | | 509. | |
| Adjustments for items unpaid by seller | | Adjustments for items unpaid by seller | |
| 210. to | | 510. to | |
| 211. County taxes to | | 511. County taxes to | |
| 212. Solid waste/wastewater to | | 512. Solid waste/wastewater 10/01 to 01/29 | 238.98 |
| 213. | | 513. | |
| 214. | | 514. | |
| 215. | | 515. | |
| 216. | | 516. | |
| 217. | | 517. | |
| 218. | | 518. | |
| 219. | | 519. | |
| 220. TOTAL PAID BY / FOR BUYER | 10,000.00 | 520. TOTAL REDUCTION AMOUNT DUE SELLER | 250,398.92 |
| 300. CASH AT SETTLEMENT FROM OR TO BUYER | | 600. CASH AT SETTLEMENT TO OR FROM SELLER | |
| 301. Gross amount due from buyer (line 120) | 272,483.00 | 601. Gross amount due to seller (line 420) | 250,398.92 |
| 302. Less amounts paid by/for buyer (line 220) | 10,000.00 | 602. Less reduction amount due to seller (line 520) | 250,398.92 |
| 303. CASH FROM BUYER | 262,483.00 | 603. CASH TO SELLER | 0.00 |

# BUYER'S AND SELLER'S COMBINED CLOSING STATEMENT

File Number: 10-6907

| | L. SETTLEMENT CHARGES: | | | PAID FROM BUYER'S FUNDS AT SETTLEMENT | PAID FROM SELLER'S FUNDS AT SETTLEMENT |
|---|---|---|---|---|---|
| 700. | TOTAL SALES/BROKER'S COMMISSION based on price $ 250,166.32 @ = 15,009.98 | | | | |
| | Division of commission (line 700) as follows: | | | | |
| 701. | $ 15,009.98 to Coldwell Banker Schmitt Real Estate | | | | |
| 702. | $ to | | | | |
| 703. | Commission paid at Settlement | | | | 15,009.98 |
| 704. | | | | | |
| 800. | ITEMS PAYABLE IN CONNECTION WITH LOAN | | | P.O.C. | |
| 801. | Loan Origination Fee | % | | | |
| 802. | Loan Discount | % | | | |
| 803. | Appraisal fee | to | | | |
| 804. | Credit report | to | | | |
| 805. | Lender's inspection fee | to | | | |
| 806. | Mtg. Ins. application fee | to | | | |
| 807. | Assumption fee | to | | | |
| 808. | | | | | |
| 809. | | | | | |
| 810. | | | | | |
| 811. | | | | | |
| 812. | | | | | |
| 813. | | | | | |
| 814. | | | | | |
| 815. | | | | | |
| 900. | ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE | | | | |
| 901. | Interest from to @$ /day | | | | |
| 902. | Mortgage insurance premium to | | | | |
| 903. | Hazard insurance premium yrs. to | | | | |
| 904. | | | | | |
| 905. | | | | | |
| 1000. | RESERVES DEPOSITED WITH LENDER FOR | | | | |
| 1001. | Homeowner's insurance mo. @$ / mo | | | | |
| 1002. | Mortgage insurance mo. @$ / mo | | | | |
| 1003. | City property taxes mo. @$ / mo. | | | | |
| 1004. | County property taxes mo. @$ / mo. | | | | |
| 1005. | Annual Assessments mo. @$ / mo | | | | |
| 1006. | mo. @$ / mo | | | | |
| 1007. | mo. @$ / mo. | | | | |
| 1008. | Aggregate Reserve for Hazard/Flood Ins, City/County Prop Taxes, Mortgage Ins & Annual Assessments | | | | |
| 1100. | TITLE CHARGES | | | | |
| 1101. | Settlement or closing fee to Coral Reef Title Company | | | 200.00 | 450.00 |
| 1102 | Abstract or title search to Coral Reef Title Company | | | 75.00 | 200.00 |
| 1103. | Title examination to | | | | |
| 1104 | Title insurance binder to | | | | |
| 1105. | Document preparation to | | | | |
| 1106. | Notary fees to | | | | |
| 1107. | Attorney's fees to | | | | |
| | (includes above item No: ) | | | | |
| 1108. | Title insurance to Chicago Title Ins. Co. | | | 1,257.40 | |
| | (includes above item No: ) | | | | |
| 1109. | Lender's coverage | | | | |
| 1110. | Owner's coverage 250,166.32 --- 1,326.00 LESS $68.60 Reissue Credit | | | | |
| 1111. | | | | | |
| 1112. | Policy Surcharge Chicago Title Insurance Company | | | 3.28 | |
| 1113. | incoming wire Coral Reef Title Company | | | 20.00 | |
| 1200. | GOVERNMENT RECORDING AND TRANSFER CHARGES | | | | |
| 1201. | Recording fees Deed $ 10.00 ; Mortgage $ Releases $ 28.50 | | | 38.50 | |
| 1202. | City/county/stamps Deed $ ; Mortgage $ | | | | |
| 1203. | State tax/stamps Deed $ 1,751.40 ; Mortgage $ | | | | 1,751.40 |
| 1204 | cashiers check for proceeds | | | | 25.00 |
| 1205. | | | | | |
| 1300. | ADDITIONAL SETTLEMENT CHARGES | | | | |
| 1301. | Survey to | | | | |
| 1302. | Pest inspection to | | | | |
| 1303. | | | | | |
| 1304. | | | | | |
| 1305. | | | | | |
| 1306. | | | | | |
| 1307. | | | | | |
| 1308. | | | | | |
| 1400. | TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K) | | | 1,594.18 | 17,436.38 |

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Michael John Smith  Donna Mae Smith  Ethan L. Haley

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Coral Reef Title Company  Date

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 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 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)

**ITEM BACKGROUND:** An application was originally submitted on May 18, 2012, on behalf of "Toppino Family Companies" to amend the Future Land Use Map for 25 parcels totaling approximately 84 acres on Rockland and Big Coppitt Keys from MCF and I to MC. Staff did not recommend approval of the original proposal and suggested the applicant consider the Commercial (COMM) FLUM category which does not include a residential component. In 2014, after the creation of the COMM FLUM, the applicant amended and reduced the request to amend the FLUM to five total parcels: on Rockland Key from I to COMM, and on Big Coppitt Key from MCF and I to MC, totaling approximately 44 acres (~15 acres MC and ~29 acres COMM.).

On December 10, 2014, the BOCC transmitted the draft ordinance for the proposed FLUM amendment 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 report identified objections regarding increased potential residential development on the Big Coppitt portion of the property, and pointed out that although the applicant claims the proposed FLUM amendment will provide some relief to the affordable housing shortage currently faced by the County, there is no guarantee the site will be used for affordable housing.

In response to the ORC, the applicant prepared a revised proposal for the FLUM amendment based on the ORC report; additional data and analysis, including excerpts from the Monroe County Year 2030 Technical Document, the County's 2015 Workforce Housing Stakeholder Assessment Report, Key West's Affordable Housing White Paper dated September 14, 2015, and the requirements of Florida law. The revised proposal requested the same FLUM amendment from MCF and I to MC and COMM, but also included a Comprehensive Plan text amendment, to be adopted simultaneously to respond to the ORC objection, establishing a subarea policy for the Big Coppitt portion of the property restricting any residential use on the subject property to only affordable housing. Staff had also recommended including the following restrictions to the proposed subarea policy: restricting any residential use on the subject property to affordable housing only (with a minimum mix of at least 30% median, at least 30% low, and at least 30% very low income categories); eliminating all potential for market rate permanent residential and/or transient uses on the site; prohibiting new marinas; prohibiting dredging; prohibiting light industrial uses; prohibiting residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and requiring sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours.

The public hearing on November 17, 2015 for above described FLUM and subarea policy was continued to the February 10, 2016 BOCC meeting because the applicant did not agree with the staff recommendation on the mix of affordable housing income categories (mix of at least 30% median, at least 30% low, and at least 30% very low income categories).

On January 11, 2016, the applicant provided a revised subarea proposal (included in staff report and draft ordinance) indicating an alternative for the mix of affordable housing income categories (5% median, 20% low

and very low combined and 75% moderate income categories) and included other amendments in an effort to address concerns from the surrounding community members. The applicant also held a community meeting on January 14, 2016 to offer information on the proposal and hear the surrounding community's concerns/input. Staff attended the community meeting to listen to the public input. Summary provided below.

- *Concern with a congregation of low income neighbors – comments related to potential safety issues and property value concerns (low rental rates and max sales price caps could lower surrounding property values). Asked if applicant would request increased police patrols to the area.*
- Applicant described a proposed amendment to reduce the percentage of lower income groups proposed in the amendment: 5% median, 20% low and very low combined and 75% moderate income categories. The applicant also stated they hope to rent to police officers, teachers, nurses, etc.

- *Concern with potential traffic congestion in the Big Coppitt neighborhood.*
- Applicant described a proposed amendment to the subarea policy to restrict the use of Puerta Drive and showed the community two other possible ingress and egress options for the proposed future affordable housing development; including the creation of direct route through Rockland Key.

- *Concerned with nonresidential uses, such as restaurants, which could increase traffic through the neighborhood.*
- Applicant described a proposed amendment to the subarea policy to eliminate nonresidential uses.

- *Asked why the applicant was requesting mixed use if they were not proposing any nonresidential uses.*
- Applicant stated they requested this category because it provides sufficient density for an affordable housing project but was not the highest density available. For example, a FLUM designation of Residential High (RH) and Urban Residential (UR) zoning provides a density bonus for affordable housing of 25 dwelling units per buildable acre. A FLUM designation of Mixed Use (MC) and Mixed Use (MU) zoning provides a density bonus for affordable housing of 18 dwelling units per buildable acre.

- *Concerned with the development of up to 213 affordable housing units – significant number of units - comments related to potential safety issues and property value concerns. Community asked if the development would be ownership or rental.*
- Applicant stated that the development has not been designed, as the map amendment is the 1st step in the process. As such, a development plan is premature and the total number of units that could fit on the site has not been determined. Applicant noted that it may be lower than the max potential development.
- Applicant stated that the project would be 100% rental.

- *Asked about potential recreational facilities or access to the property – mentioned neighbors were previously allowed to access property to watch the sunset.*
- Applicant stated that if this project moves forward that their intention was to include some recreational facilities, possibly a club house, pool or something similar. Applicant stated that they appreciative of the comment and could work with the community on providing access to the recreational facilities.
- Applicant described a proposed amendment to the subarea policy to eliminate nonresidential uses and allow residential accessory uses such as club house or recreational activities.

Based upon the applicant's concern of obtaining financing to develop an affordable housing project with a majority of the units as the lower income categories and the surrounding community members expressed concern with having a large composition of the lower income categories adjacent to their neighborhood, staff recommends a few edits to the applicant's proposal. Staff recommends, in an effort to provide for the existing workforce, an increase of the proposed median income category (highest income group of the lower income groups) to provide for a little more mix in affordable housing income categories. The suggestion would result in a mix of 10% median, 20% low and very low combined and 70% moderate income categories.

Based upon the revised subarea policy, the proposed FLUM amendment, as shown in the table below, would eliminate market rate residential and transient development potential, provide for an increase in affordable housing development potential, and eliminate nonresidential use development potential:

| | Proposed FLUM Amendment Alone | Proposed FLUM Amendment **with Proposed Revised Subarea Policy** |
|---|---|---|
| Net Change in Development Potential for Total Site | Residential (allocated): +27.1 du<br>Residential (max net): +122.6 du<br>Transient: +222.5 rooms/spaces<br>Nonresidential: (-204,013) SF | Market Rate Residential: 0 du<br>Affordable Residential (max net): +122.6 du [213 total]<br>Transient: 0 rooms<br>Nonresidential: (-474,710) SF |

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 be 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.

The applicant has also proposed a corresponding Land Use District (Zoning) map amendment.

**PREVIOUS RELEVANT BOCC ACTION:**

On December 10, 2014, at a regularly scheduled meeting, the Board of County Commissioners adopted Resolution #375-2014, transmitting to the state land planning agency an ordinance amending the FLUM for the subject property from MCF and I to COMM and MC.

On July 15, 2015, at a regularly scheduled meeting, the Board of County Commissioners approved sending a request to the State Land Planning Agency requesting an extension of time to adopt the Future Land Use Map amendments transmitted to the State Land Planning Agency on December 10, 2014 via Resolution 374-2014 (two parcels on Key Largo) and Resolution 375-2014 (for four parcels on Rockland Key and one parcel on Big Coppitt).

On November 17, 2015, at a regularly scheduled meeting, the Board of County Commissioners continued the public hearing for the proposed FLUM amendment from MCF and I to COMM and MC and the corresponding subarea policy to February 10, 2016.

**CONTRACT/AGREEMENT CHANGES: N/A**

**STAFF RECOMMENDATIONS: Approval of one of the three options provided in the Ordinance (summaries provided below –changes underlined in Option 2 and 3):**

**Option 1 – initial proposed subarea policy:**

- restricting any residential use on the subject property to affordable housing only (with a minimum mix of at least 30% median, at least 30% low, and at least 30% very low income categories);
- eliminating all potential for market rate permanent residential and/or transient uses on the site;
- prohibiting new marinas; prohibiting dredging; prohibiting light industrial uses on the site;
- prohibiting residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and requiring sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours.

**Option 2 – Applicant revision:**

- restricting any residential use on the subject property to affordable housing only (<u>with a minimum mix of at least 5% median, at least 20% of low and very low combined</u>);
- eliminating all potential for market rate permanent residential and/or transient uses on the site;
- <u>prohibiting all potential for nonresidential uses on the site</u>; <u>allowing residential accessory uses</u>;
- prohibiting dredging;
- prohibiting residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and requiring sound attenuation for any habitable buildings located within the [~~*70-74 and*~~] 65-69 DNL (Day-Night Average Sound Level) noise contours; and

- restricting the use of Puerta Drive for ingress and egress for any development located within the Big Coppitt Mixed Use Area 1

**Option 3- Staff recommended edits to Applicant revision**:

- restricting any residential use on the subject property to affordable housing only (with a minimum mix of at least 10% median, at least 20% of low and very low combined);
- eliminating all potential for market rate permanent residential and/or transient uses on the site;
- prohibiting all potential for nonresidential uses on the site; allowing residential accessory uses;
- prohibiting dredging;
- prohibiting residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and requiring sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours; and
- restricting the use of Puerta Drive for ingress and egress for any development located within the Big Coppitt Mixed Use Area 1

---

**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 STP 11/26/16 OMB/Purchasing ____ Risk Management _____

**DOCUMENTATION:** Included __X__ Not Required___

**DISPOSITION:**_____ **AGENDA ITEM #**_____

**ORDINANCE NO. -2016**

**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.; 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 FUTURE LAND USE MAP; PROVIDING FOR INCLUSION IN THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, Rockland Operations, LLC and Rockland Commercial Center, Inc. submitted an application for a Future Land Use Map amendment from Industrial (I) to Commercial (COMM) and from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial (MC); and

**WHEREAS**, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 29th day of April, 2014; and

**WHEREAS,** the Monroe County Planning Commission held a public hearing on the 27th day of August, 2014, for review and recommendation on the proposed Future Land Use Map amendment; 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; and

4. 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

5. The proposed amendment is consistent with Part II of Chapter 163, Florida Statute; and

**WHEREAS**, the Monroe County Planning Commission adopted Resolution No. P39-14 recommending transmittal of the proposed amendment; and

**WHEREAS**, at a regular meeting held on the 10th day of December, 2014, 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 December 10, 2014, public hearing, the BOCC adopted Resolution 375-2014, 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 March 23, 2015; and

**WHEREAS,** the ORC report identified objections regarding increased potential residential development on the Big Coppitt portion of the property, and pointed out that although the applicant claims the proposed FLUM amendment will provide some relief to the affordable housing shortage currently faced by the County, there is no guarantee the site will be used for affordable housing; and

**WHEREAS,** the ORC report specifically states: *The applicant makes the argument that housing in Monroe county is in short supply, the cost of that housing is too high and therefore, this amendment adds to the available affordable housing by re-designating 14.83 acres to mixed use which can accommodate a multi-family affordable housing development project of significant size. However, there is nothing in the amendment which provides assurance that any future residential development on this property will be for affordable housing*; and

**WHEREAS,** the ORC report recommended that the BOCC either not adopt the amendment, or revise the amendment to allow uses other than residential uses; and

**WHEREAS,** 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, which would have given the BOCC a deadline of September 19, 2015; and

**WHEREAS,** the County requested and was granted an extension to the deadline from DEO, which gives the BOCC a new deadline of March 15, 2016 to adopt the FLUM amendment, adopt the FLUM amendment with changes or not adopt the FLUM amendment; and

**WHEREAS,** in response to the ORC, the applicant prepared a revised proposal for the FLUM amendment based on the ORC report, additional data and analysis, and the requirements of Florida law. The revised proposal requested the same FLUM amendment from MCF and I to MC and COMM, but also included a Comprehensive Plan text amendment, to be adopted simultaneously to respond to the ORC objections, establishing a subarea policy for the Big Coppitt portion of the property restricting any residential use on the subject property to only affordable housing; and

**WHEREAS,** staff had also recommended including the following restrictions to the proposed subarea policy: restricting any residential use on the subject property to affordable housing only (with a minimum mix of at least 30% median, at least 30% low, and at least 30% very low income categories); eliminating all potential for market rate permanent residential and/or transient uses on the site; prohibiting new marinas; prohibiting dredging; prohibiting light industrial uses; prohibiting residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and requiring sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours; and

**WHEREAS,** at a regularly scheduled meeting on 17th day of November, 2015, the BOCC continued the public hearing to consider adoption of the proposed FLUM amendment and subarea policy because the applicant did not agree with staff recommendation on the mix of affordable housing income categories (mix of at least 30% median, at least 30% low, and at least 30% very low income categories); and

**WHEREAS,** On January 11, 2016, the applicant provided a revised subarea proposal indicating an alternative for the mix of affordable housing income categories and included other amendments in an effort to address concerns from the surrounding community members; and

**WHEREAS,** based upon the applicant's concern of obtaining financing to develop an affordable housing project with a majority of the units as the lower income categories and the surrounding community members expressed concern with having a large composition of the lower income categories adjacent to their neighborhood, staff recommends in effort to provide for the existing workforce, an increase of the proposed median income category (highest income group of the lower income groups) to provide for a little more mix in affordable housing income categories. The suggestion would result in a mix of 10% median, 20% low and very low combined and 70% moderate income categories.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

**Section 1.** The Future Land Use Map (FLUM) for the Year 2010 Comprehensive Plan is hereby amended as follows:

The property described as four parcels of land on Rockland Key, having Real Estate Numbers 00122080-000000, 00122081-000200, 00122010-000000, and 00121990-000000 is changed from Industrial (I) to Commercial (COMM), and a parcel of land on Big Coppitt Key, having real estate number 00120940-000000 is changed from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial (MC), as shown on Exhibit 1, attached hereto and incorporated herein.

**Section 2.** The text of the Monroe County Year 2010 Comprehensive Plan is hereby amended as follows:

*OPTION 1*

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least 30% median, at least 30% low, and at least 30% very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. There shall be no market rate or transient residential units.
3. There shall be no new marinas.
4. There shall be no dredging.
5. There shall be no light industrial uses.
6. All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.
7. No residential buildings shall be located within the 70-74 DNL.
8. All habitable buildings located within the 70-74 DNL noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 30 decibels.

The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:

*OPTION 2*

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least 5% median and at least a 20% combination of low, very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. There shall be no nonresidential uses. Accessory uses to the residential development, such as a club house or recreational activities are permitted.
3. There shall be no market rate or transient residential units.
4. There shall be no dredging.
5. All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.
6. No residential buildings shall be located within the 70-74 DNL.
7. Any development located within the Big Coppitt Mixed Use Area 1 shall not utilize Puerta Drive for ingress and egress.

The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:

*OPTION 3*

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least **10%** median~~,~~ and at least a 20% combination of low~~,~~ very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. There shall be no nonresidential uses. Accessory uses to the residential development, such as a club house or recreational **facilities** are permitted.
3. There shall be no market rate or transient residential units.
4. There shall be no dredging.
5. All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.
6. No residential buildings shall be located within the 70-74 DNL.
7. Any development located within the Big Coppitt Mixed Use Area 1 shall not utilize Puerta Drive for ingress and egress.
8. **All habitable buildings located within the 70-74 DNL noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 30 decibels.**

The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:

PARCEL "A"
A parcel of land as described in Official Records Book 1884, Page 1226 of the Public Records of Monroe County, Florida being a part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida described as follows:

BEGIN at the southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence South a distance of 390 feet; thence run West for a distance of 300 feet; thence run North for a distance of 1004.13 feet; thence run East for a distance of 300 feet to a point; thence run South for a distance of 614.13 feet back to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "B"
A parcel of land as described in Official Records Book 1884, Page 1226 of the Public Records of Monroe County, Florida being a part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida described as follows:
BEGIN at the southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence East a distance of 185 feet to a point; thence South 45 degrees, 00 minutes, 00 seconds West a distance of 70.71 feet to a point; thence West a distance of 135 feet to a point; thence at right angles North 50.0 feet to the said southwest corner of said Block 9 and the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "C"
A parcel of land as described in Official Records Book 2237, Page 2259 of the Public Records of Monroe County, Florida being a part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida described as follows:
COMMENCE at the southwest corner of Block 9 of "GULFREST PARK Plat No. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence North for a distance of 614.13 feet to the POINT OF BEGINNING of the parcel of land herein being described; thence run West for a distance of 300 feet to a point; thence run North for a distance of 1063 feet, more or less to a point on the north boundary line of T.I.I.F. Deed #24002; thence run East along the said north boundary line of said T.I.I.F. Deed #24002 for a distance of 100 feet to the north boundary line of said Government Lot 1; thence run Southeasterly along the north boundary line of said Government Lot 1 for a distance of 233 feet, more or less to the northwest corner of the said Block 9; thence run South

along the west boundary line of the said Block 9 for a distance of 942.78 feet back to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "D"
A parcel of land lying adjacent to the lands described in T.I.I.F. Deed #24002 on the Gulf of Mexico in Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, said parcel being more particularly described by metes and bounds as follows:
COMMENCE at the southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Record: of Monroe County; Florida, and run thence North and along the westerly boundary line of the said Block 9 for a distance of 614.13 feet: thence run West for a distance of 300.00 feet; thence run North for a distance of 1062.78 feet to a point on the north boundary line of T.I.I.F. Deed #24002 as described in Official Records Book 346 at Page 580, of the said Public Records, said point being the POINT OF BEGINNING; thence run West and along the north line of said T.I.I.F. Deed #24002 for a distance of 1331.95 feet; thence run North for a distance of 186 feet, more or less, to a point on the waterward boundary line as of July 1, 1975; thence meander said waterward boundary the following twenty-four (24) courses: N 88°53'56" E, for a distance of 39.47 feet; N 65°36'56" E, a distance of 71.66 feet; S 88°16'57" E, for a distance of 75.93 feet; N 77°38'10" E, a distance of 44.29 feet; S 76°11'41" E, for a distance of 76.54 feet; N 88°33'56" E, a distance of 82.11 feet; N 85°40'47" E, for a distance of 103.42 feet; S 75°35'07" E, a distance of 43.33 feet; N 77°23'10" E, for a distance of 41.16 feet; S 84°42'40" E, a distance of 110.45 feet; S 87°26'54" E, for a distance of 85.16 feet; S 79°07'09" E, for a distance of 28.70 feet; N 79°46'31" E, for a distance of 73.24 feet; S 77°57'45" E, for a distance of 41.56 feet; N 77°13'36" E, for a distance of 53.90 feet; S 84°23'12" E, for a distance of 121.58 feet; N 80°09'47" E, for a distance of 54.28 feet; S 82°09'00" E, for a distance of 63.88 feet; S 79°34'01" E, for a distance of 42.16 feet; N 86°10'05" E, for a distance of 98.91 feet; N 88°42'12" E, for a distance of 49.04 feet; S 82°47'37" E, for a distance of 59.12 feet; S 84°16'22" E, for a distance of 85.04 feet; S 47°39'01" E, for a distance of 15.58 feet to a point, said point being the Point of Terminus of the Waterward boundary line as of July 1, 1975; thence S 29°03'59" E and leaving the said Waterward boundary line as of July 1, 1975 for a distance of 197.97 feet to a point, said point being 200.00 feet East of the POINT OF BEGINNING of the said T.I.I.F. Deed #24002; thence run West and along the North line of said T.I.I.F. Deed #24002 and Easterly extension thereof for a distance of 300.00 feet back to the POINT OF BEGINNING.

ALSO DESCRIBED AS:
(Description to incorporate current Mean High Water Line as located on May 16, 2013)

A parcel of land being a part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida described as follows:
BEGINNING at the southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida; thence S 89°46'50" W along the south line of said Block 9 and its easterly extension being the south right-of-way line of Puerta Drive, said bearing referenced to the North American Datum of 1983 (NAD 83), of the Florida State Plane Coordinate System, East Zone with all subsequent bearings referenced thereto, a distance of 185.00 feet; thence S 45°13'01" W, 70.71 feet; thence N 89°46'50" W, 135.00 feet; thence S 00°13'10" W, 340.00 feet; thence N 89°46'50" W, 300.00 feet; thence N 00°13'10" E, 2067.13 feet to the north line of the Trustees of the Internal Improvement Trust Fund (T.I.I.T.F.) Deed Number 24002; thence N 89°46'50" W along said north line, 1331.95 feet; thence N 00°13'10" E, 199.38 feet to the Mean High Water Line of the Gulf of Mexico, being coincident with the boundary of the State of Florida sovereign lands as located on May 16, 2013, having an elevation of (-) 0.1 feet of the North American Vertical Darum of 1988 (NAVD 88); thence meandering along said Mean High Water Line for the following forty-three courses and distances: S 75°10'03" E, 17.09 feet; thence N 78°39'05" E, 68.25 feet; thence N 89°30'17" E, 15.01 feet; thence N 75°15'14" E, 51.14 feet; thence S 86°12'34" E, 48.68 feet; thence N 86°18'20" E, 42.61 feet; thence S 78°03'36" E, 20.90 feet; thence N 82°55'14" E, 20.68 feet; thence S 79°58'18" E, 26.68 feet; thence N 82°01'16" E, 34.71 feet; thence S 88°07'27" E, 19.05 feet; thence S 81°24'47" E, 18.37 feet; thence N 83°19'58" E, 37.65 feet; thence N 88°17'12" E, 46.14 feet; thence N 37°19'14" E, 3.92 feet; thence S 82°12'13" E, 41.59 feet; thence N 81°17'41" E, 29.36 feet; thence S 72°56'29" E, 14.22 feet; thence N 85°48'46" E, 48.07 feet; thence S 89°00'58" E, 37.88 feet; thence S 74°00'33" E, 20.67 feet; thence S 88°24'32" E, 37.19 feet; thence S 84°06'55" E, 54.34 feet; thence N 48°34'35" E, 8.07 feet; thence S 63°55'33" E, 23.21 feet; thence N 85°06'05" E, 80.97 feet; thence S 87°42'46" E, 28.25 feet; thence S 87°37'50" E, 46.30 feet; thence N 62°58'49" E, 26.73 feet; thence S 84°54'29" E, 51.82 feet; thence S 74°52'34" E, 59.48 feet; thence N 58°22'57" E, 39.76 feet; thence S 70°02'44" E, 30.75 feet; thence S 89°09'25" E, 36.47 feet; thence S 81°04'00" E, 76.75 feet; thence S 55°35'02" E, 9.83 feet; thence N 87°43'55" E, 100.88 feet; thence N 79°34'18" E, 60.39 feet; thence S 30°05'11" E, 16.62 feet; thence N 88°49'49" E, 23.02 feet; thence S 86°06'33" E, 23.01 feet; thence N 84°46'41" E, 25.37 feet; thence S 72°52'03" E, 47.43 feet; thence S 28°54'25" E departing said Mean High Water Line, 214.32 feet; thence N 89°46'50" W along the easterly extension of said T.I.I.T.F. Deed Number 24002, a distance of 200.00 feet to the Point of Beginning of said Deed, said point also being on the north line of Government Lot 1; thence S 58°46'14" E along said north line, 233.35 feet to the northwest corner of said Block 9, thence S 00°13'10" W along the west line of said Block 9, a distance of 1556.91 feet to the POINT OF BEGINNING.
Said lands lying and being in Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida containing 952,363 square feet (21.86 acres) more or less.

**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 Director of Planning to the 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 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 7.** **Inclusion in the Comprehensive Plan.** The Future Land Use Map amendment shall be incorporated in the Future Land Use Map of the Monroe County Year 2010 Comprehensive Plan and the text amendment shall be incorporated in the Monroe County Year 2010 Comprehensive Plan. The numbering of the foregoing amendment may be renumbered to conform to the numbering in 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 _____ day of _____, 2016.

Mayor Heather Carruther _____
Mayor *Pro Tem* s George Neugent _____
Commissioner Danny L. Kolhage _____
Commissioner David Rice _____
Commissioner Sylvia Murphy _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
Mayor Heather Carruthers

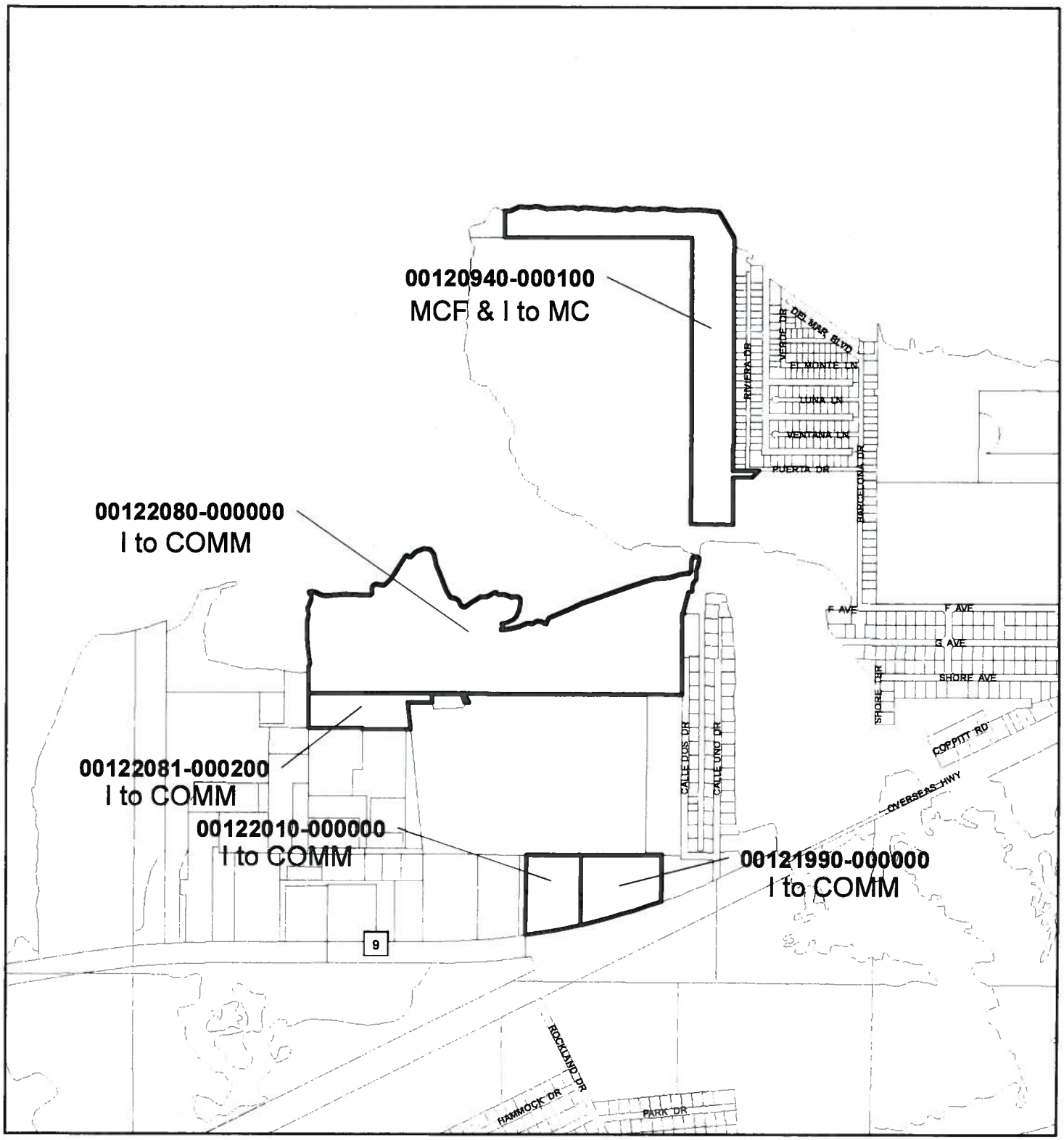
(SEAL)

ATTEST: AMY HEAVILIN, CLERK

_____
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 11/26/16

# Exhibit 1 to Ordinance# -2016




**The Monroe County Future Land Use Map is amended as indicated above.**

Proposal: Future Land Use change of five parcels of land on Big Coppitt Key having Real Estate Numbers: 00120940-000100, 00122080-000000, 00122081-000200, 00122010-000000 and 00121990-000000 from Industrial (I) toCommercial (COMM) and Mixed Use/Commercial (MC).

# 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

**Date:** January 24, 2016

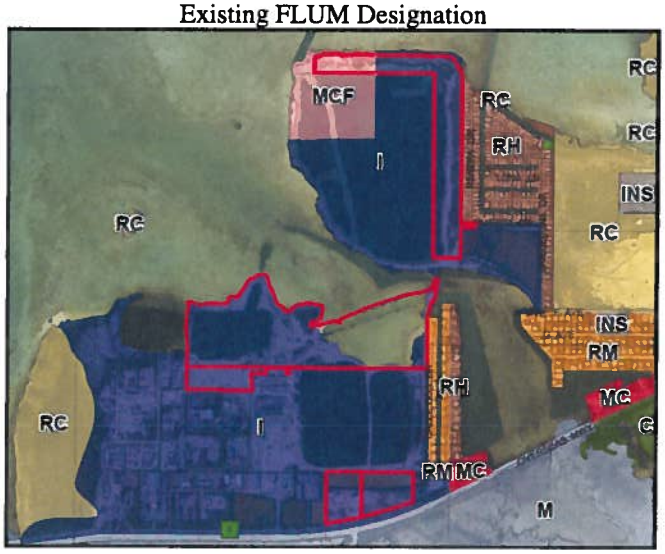
**Subject:** Request by Rockland Operations, LLC and Rockland Commercial Center, Inc. to amend the Future Land Use Map (FLUM) of the Monroe County Year 2010 Comprehensive Plan from Industrial (I) and Mixed Use/Commercial Fishing (MCF) to Commercial (COMM) and Mixed Use/Commercial (MC); and to create Policy 107.1.6 Big Coppitt Mixed Use Area 1, to provide limitations on development and specific restrictions for five parcels located on Rockland Key and Big Coppitt Key (File #2012-068 & #2015-114).

**Meeting: February 10, 2016 – continued from November 17, 2015**

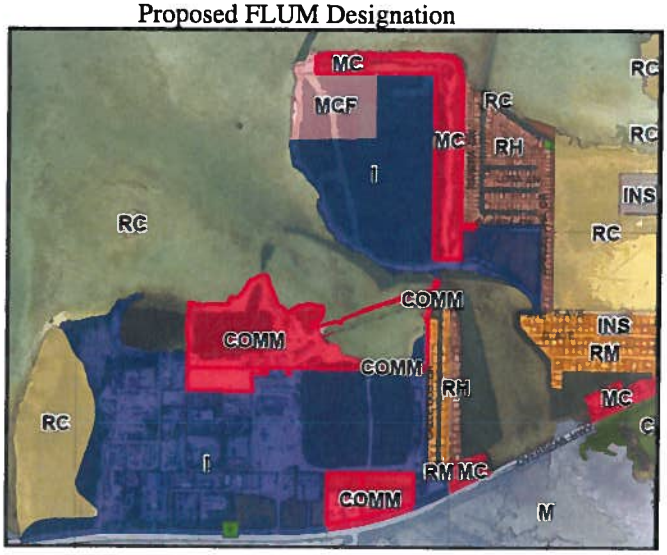
## I. REQUEST

Rockland Operations, LLC and Rockland Commercial Center, Inc. are requesting to amend the Future Land Use Map (FLUM) of the Monroe County Year 2010 Comprehensive Plan from Industrial (I) and Mixed Use/Commercial Fishing (MCF) to Commercial (COMM) and Mixed Use/Commercial (MC) for five (5) parcels located on Rockland Key and Big Coppitt Key, having real estate numbers 00122080.000000, 00122081.000200, 00122010.000000, 00121990.000000, and 00120940.000100; and to create Comprehensive Plan Policy 107.1.6 Big Coppitt Mixed Use Area 1, to provide limitations on development and specific restrictions for the Big Coppitt portion of the site.

Existing FLUM Designation




Proposed FLUM Designation



## II. BACKGROUND INFORMATION

### Site Information

**Location:** MM 9-9.5, Rockland/Big Coppitt Keys, Gulf of Mexico Side
**Description:** Parcels of land within Sections 21, Township 67 South, Range 26 East, Rockland Key and Big Coppitt Key.
**Real Estate Numbers:** 00122080.000000, 00122081.000200, 00122010.000000, 00121990.000000 (Rockland Key) and 00120940.000100 (Big Coppitt Key)
**Owner/Applicant:** Rockland Operations, LLC and Rockland Commercial Center, Inc.
**Agents:** Barton Smith and Bryan Hawks of Smith Oropeza Hawks
**Size of Site:** 44.42 acres upland (1,925,787 SF)
**Current Land Use Districts:** Commercial Fishing Area (CFA) & Industrial (I)
**Current FLUM Designations:** Mixed Use / Commercial Fishing (MCF) & Industrial (I)
**Tier Designation:** majority Tier III; small portion (half acre) Tier I
**Flood Zones:** AE - EL 10; VE - EL 12; VE - EL 14; VE - EL 16
**Existing Use:** Light industrial and vacant land.
**Existing Vegetation/Habitat:** Scarified
**Community Character of Immediate Vicinity:** Adjacent land currently has zoning designations of Industrial (I), Improved Subdivision (IS), Urban Residential-Mobile Home (URM), and Commercial Fishing Area (CFA). The surrounding area includes a mix of uses, including but not limited to: commercial, office, heavy and light industrial, storage, warehouse, residential housing and commercial fishing uses.

The Big Coppitt portion of the subject property (RE# 00120940.000100) currently has FLUM designations of Mixed Use/Commercial Fishing (MCF) and Industrial (I) and Land Use (Zoning) District (LUD) designations of Commercial Fishing Area (CFA) and Industrial (I). The Rockland Key portion of the subject property (RE#s 00122080.000000, 00122081.000200, 00122010.000000, and 00121990.000000), currently has a FLUM designation of Industrial (I) and a LUD designation of Industrial (I).

The Big Coppitt portion of the subject property was within a GU (General Use) district prior to 1986 when it was re-designated as CFA and I (the final adoption of the LUD map was in 1992). With the adoption of the Comprehensive Plan's FLUM in 1997, the Big Coppitt portion of the subject property was given its current FLUM designations of MCF and I. The Rockland Key portion of the subject property was within GU (General Use) and BU-2 (Medium Business Use) districts prior to 1986 when it was re-designated as I (the final adoption of the LUD map was in 1992). With the adoption of the Comprehensive Plan's FLUM in 1997, the Rockland Key portion of the subject property was given its current FLUM designation of I.

According to the boundary survey provided by the applicant, the total upland area of the subject property is 44.42 acres (1,925,787 SF); 14.83 acres comprise the Big Coppitt portion of the property, and 29.59 acres comprise the Rockland Key portion of the property.

| **Property Owner(s)** | **Real Estate Number** | **Property Location (Key)** | **Current FLUM** | **Proposed FLUM** | **Current Zoning** | **Tier** | **Land Area (upland acres per survey)** |
|---|---|---|---|---|---|---|---|
| Rockland Operations, LLC | 00120940 -000100 | Big Coppitt | I & MCF | MC | I & CFA | Tier III | 14.83 |
| | | | | | | Subtotal: Big Coppitt portion of property | 14.83 acres |
| Rockland Commercial Center Inc. | 00122010 -000000 | Rockland | I | COMM | I | Tier III | 3.18 |
| Rockland Commercial Center Inc. | 00121990 -000000 | Rockland | I | COMM | I | Tier III | 3.05 |
| Rockland Operations, LLC | 00122080 -000000 | Rockland | I | COMM | I | Tier III & Tier I | 18.87 |
| Rockland Operations, LLC | 00122081 -000200 | Rockland | I | COMM | I | Tier III | 4.49 |
| | | | | | | Subtotal: Rockland Key portion of property | 29.59 acres |
| **Total Upland Acreage** | | | | | | | **44.42 acres** |

## III. PREVIOUS RELEVANT ACTIONS

The application was originally submitted on May 18, 2012 on behalf of Rockland Operations, LLC, Frank P. Toppino Limited Partnership, Frank P. Toppino Land Trust No. 1, Rockland Recycling Center, Inc., Edward Toppino Family Limited Partnership, Edward Toppino Sr. Land Trust, Frank P. Toppino Family Limited Partnership, and Toppino Land Trust, LLC (collectively, "Toppino Family Companies"). The original request was to amend the Future Land Use Map for 25 parcels on Rockland and Big Coppitt Keys from Industrial (I) and Mixed Use/Commercial Fishing (MCF) to Mixed Use/Commercial (MC).

The request was reviewed by the Development Review Committee (DRC) at their regularly scheduled meeting on November 27, 2012 with a recommendation of denial, due to the significant increase in potential residential (+364 dwelling units) and transient (+1,202 rooms/spaces) density, and related issues including limited ROGO allocations, potential increases to hurricane evacuation time, and the location of said density being within the 65+DNL (day-night average sound level) noise contour, which, based upon Navy documentation, includes recommendations to prohibit residential development. Staff at that time recommended the applicant consider the Commercial (COMM) FLUM category, as that category allows similar uses and intensity but does not include a residential component.

The applicant amended the application to the current request by Rockland Operations, LLC and Rockland Commercial Center, Inc. to amend the FLUM for only five parcels on Rockland and Big Coppitt Keys from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Commercial (COMM) and Mixed Use/Commercial (MC). Compared to the original application, the current request reduces the overall amount of land proposed for FLUM amendment from 84 acres to 44 acres; and reduces the amount of land proposed to be given an MC FLUM designation from 84 acres to approximately 15 acres of MC FLUM and 29 acres of COMM FLUM.

During Applicant's revisions to the request, the Toppino Family Companies transferred several of the subject parcels from various entities to Rockland Operations, LLC for estate planning purposes.

At its regularly scheduled meeting on April 29, 2014, the Monroe County Development Review Committee reviewed and discussed the revised FLUM amendment proposal.

At its regularly scheduled meeting on August 27, 2014, the Monroe County Planning Commission held a public hearing for review and consideration of the revised FLUM amendment proposal and recommended approval, as memorialized in Resolution P39-14 (Exhibit 1).

On December 10, 2014, at a regularly scheduled meeting, the BOCC adopted Resolution #375-2014 (Exhibit 2), transmitting to the state land planning agency an ordinance amending the FLUM for the subject property from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial (MC) and Commercial (COMM).

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 report with all state agency comments as well as the County's response to the ORC report is attached as Exhibit 3.

The ORC report identified an objection regarding increased potential residential development on the Big Coppitt portion of the property, and pointed out that although the applicant claims the proposed FLUM amendment will provide some relief to the affordable housing shortage currently faced by the County, there is no guarantee the site will be used for affordable housing. Specifically, the ORC report stated (bold formatting added):

> *The applicant makes the argument that housing in Monroe county is in short supply, the cost of that housing is too high and therefore, this amendment adds to the available affordable housing by re-designating 14.83 acres to mixed use which can accommodate a multi-family affordable housing development project of significant size.* ***However, there is nothing in the amendment which provides assurance that any future residential development on this property will be for affordable housing.***

The ORC report recommended that the BOCC either not adopt the amendment, or revise the amendment to allow uses other than residential uses. 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 be 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.

In response to the ORC, the applicant prepared a revised proposal for the FLUM amendment based on the ORC report; additional data and analysis, including excerpts from the Monroe County Year 2030 Technical Document (Exhibit 4), the County's 2015 Workforce Housing Stakeholder Assessment Report (Exhibit 5), Key West's Affordable Housing White Paper dated September 14, 2015 (Exhibit 6), and the requirements of Florida law. The revised proposal requested the same FLUM amendment from MCF and I to MC and COMM, but also included a Comprehensive Plan text amendment, to be adopted simultaneously to respond to the ORC objections, establishing a subarea policy for the Big Coppitt portion of the property restricting any residential use on the subject property to only affordable housing. Staff had also recommended including the following restrictions to the proposed subarea policy: restricting any residential use on the subject property to affordable housing only (with a minimum mix of at least 30% median, at least 30% low, and at least 30% very low income categories); eliminating all potential for market rate permanent residential and/or transient uses on the site; prohibiting new marinas; prohibiting dredging; prohibiting light industrial uses; prohibiting residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and requiring sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours.

The proposed text amendment to the Monroe County Year 2010 Comprehensive Plan, as presented at the November 17, 2015 public hearing reads:

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least 30% median, at least 30% low, and at least 30% very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. There shall be no market rate or transient residential units.
3. There shall be no new marinas.
4. There shall be no dredging.
5. There shall be no light industrial uses.
6. All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.
7. No residential buildings shall be located within the 70-74 DNL.
8. All habitable buildings located within the 70-74 DNL noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 30 decibels.

The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:....

## Update since November 17, 2015 BOCC meeting:

The public hearing on November 17, 2015 for this item was continued to the February 10, 2016 BOCC meeting because the applicant did not agree with staff recommendation on the mix of affordable housing income categories (mix of at least 30% median, at least 30% low, and at least 30% very low income categories).

On January 11, 2016, the applicant provided a revised subarea proposal indicating an alternative for the mix of affordable housing income categories and included other amendments in an effort to address concerns from the surrounding community members (revised draft provided below and attached as Exhibit 11).

Applicant recommendation:

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least ~~30~~**5**% median~~,~~ **and** at least **a** ~~30~~**20**% **combination of** low, ~~and at least 30%~~ very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. **There shall be no nonresidential uses. Accessory uses to the residential development, such as a club house or recreational activities are permitted.**
3. There shall be no market rate or transient residential units.
4. ~~**There shall be no new marinas.**~~
4.~~5.~~ There shall be no dredging.
~~**5. There shall be no light industrial uses.**~~
5.~~6.~~ All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.
6.~~7.~~ No residential buildings shall be located within the 70-74 DNL.
7. **Any development located within the Big Coppitt Mixed Use Area 1 shall not utilize Puerta Drive for ingress and egress.**
~~**8. All habitable buildings located within the 70-74 DNL noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 30 decibels.**~~

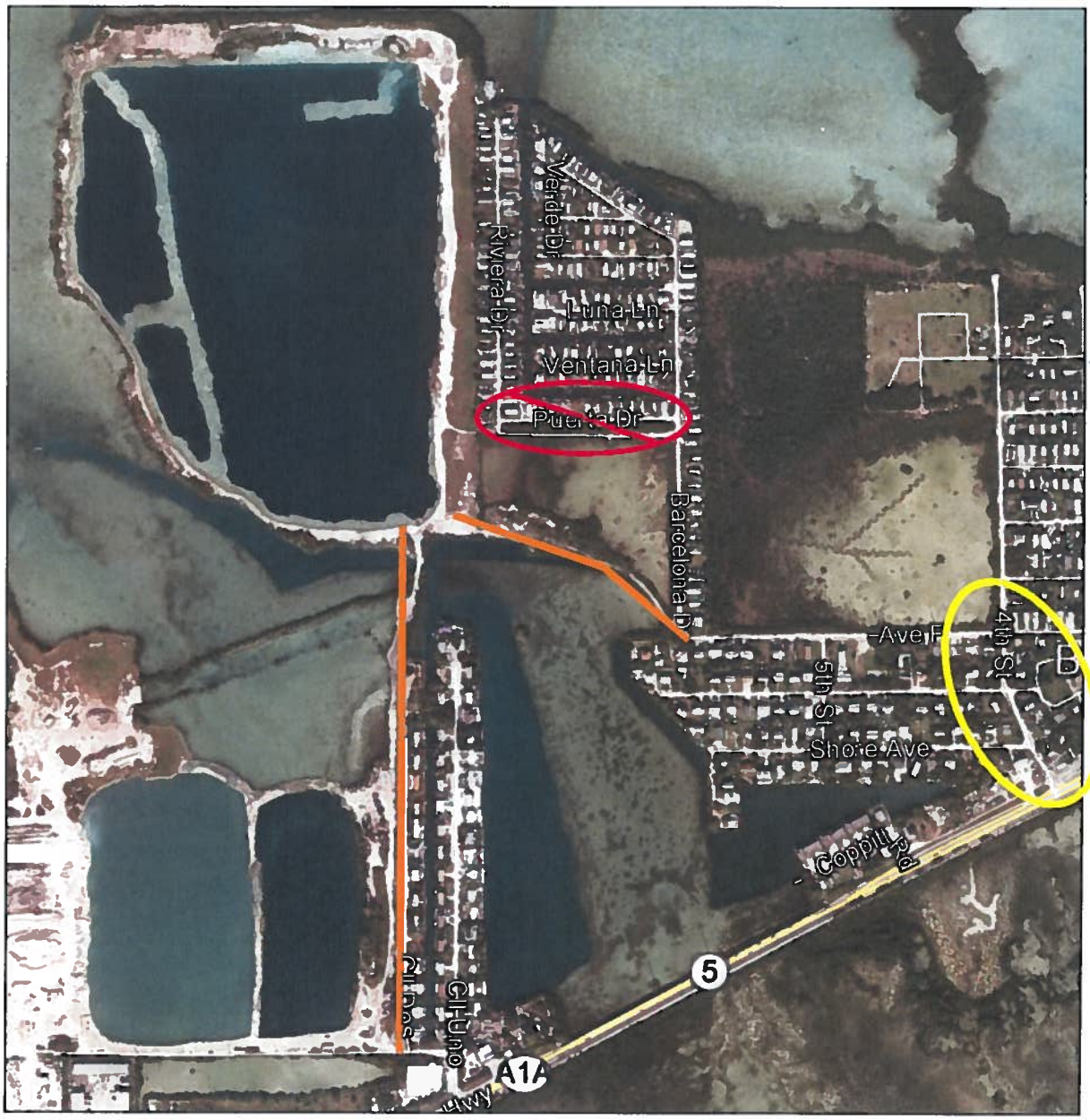
The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:….

Additionally, the applicant held a community meeting on January 14, 2016 to offer information on the proposal and hear the surrounding community's concerns/input. Staff attended the community meeting to listen to the public input. Based on the meeting, the following includes the perceived main comments on the proposed FLUM amendment (public comment summarized in green italics below).

- *Concern with a congregation of low income neighbors – comments related to potential safety issues and property value concerns (low rental rates and max sales price caps could lower surrounding property values). Asked if applicant would request increased police patrols to the area.*
- County staff previously recommended a mix of 30% median, 30% low, 30% very low and 10% moderate income categories to provide a variety of affordable housing opportunities for the workforce.
- Applicant described a proposed amendment to reduce the percentage of lower income groups proposed in the amendment: 5% median, 20% low and very low combined and 75% moderate income categories. The applicant also stated they hope to rent to police officers, teachers, nurses, etc.
- It appeared the community was concerned with the very low and low income categories and with the lower rental rates that could be charged to those occupants.

- *Concern with potential traffic congestion in the Big Coppitt neighborhood.*

- Applicant described a proposed amendment to the subarea policy to restrict the use of Puerta Drive (red circle below) and showed the community two other possible ingress and egress options for the proposed future affordable housing development (approx. locations indicated in orange below); including the creation of direct route through Rockland Key.
    - The community still expressed concerns with potential congestion on 4th Street and the ability to safely access U.S. 1 without excessive delays.
    - As a note, if the FLUM amendment is approved and the applicant moves forward with a proposed residential development, a traffic study will be required for the specific proposal to identify if any transportation improvements would be necessary (for example, potential need for right and/or left turn lane on U.S. 1).




- *Concerned with nonresidential uses, such as restaurants, which could increase traffic through the neighborhood.*

- Applicant described a proposed amendment to the subarea policy to eliminate nonresidential uses.

- *Asked why the applicant was requesting mixed use if they were not proposing any nonresidential uses.*
- Applicant stated they requested this category because it provides sufficient density for an affordable housing project but was not the highest density available. For example, a FLUM designation of Residential High (RH) and Urban Residential (UR) zoning provides a density bonus for affordable housing of 25 dwelling units per buildable acre. A FLUM designation of Mixed Use (MC) and Mixed Use (MU) zoning provides a density bonus for affordable housing of 18 dwelling units per buildable acre.

- *Concerned with the development of up to 213 affordable housing units – significant number of units - comments related to potential safety issues and property value concerns.*
- Applicant stated that the development has not been designed, as the map amendment is the 1st step in the process. As such, a development plan is premature and the total number of units that could fit on the site has not been determined. Applicant noted that it may be lower than the max potential development.

- *Community asked if the development would be ownership or rental.*
- Applicant stated that the project would be 100% rental.

- *Asked about on-site management for the affordable housing rental development - comments related to potential safety issues, property value concerns as well as the storage of vehicles and boats.*
- Applicant stated that if this project moves forward that there would definitely be on-site management, conditions for background checks for potential tenants and rules for complex/development which could include "no boats or no storage of boats."

- *Asked about potential recreational facilities or access to the property – mentioned neighbors were previously allowed to access property to watch the sunset.*
- Applicant stated that if this project moves forward that their intention was to include some recreational facilities, possibly a club house, pool or something similar. Applicant stated that they appreciative of the comment and could work with the community on providing access to the recreational facilities.
- Applicant described a proposed amendment to the subarea policy to eliminate nonresidential uses and allow residential accessory uses such as club house or recreational activities.

Based upon the applicant's concern of obtaining financing to develop an affordable housing project with a majority of the units as the lower income categories and the surrounding community members expressed concern with having a large composition of the lower income categories adjacent to their neighborhood, staff recommends a few edits to the applicant's proposal. Staff recommends, in an effort to provide for the existing workforce, an increase of the proposed median income category (highest income group of the lower income groups) to provide for a little more mix in affordable housing income categories. The suggestion would result in a mix of 10% median, 20% low and very low combined and 70% moderate income categories. Staff also

recommends maintaining provision #8 of the subarea policy to ensure the proposal is consistent with the Navy Air Installation Compatibility Use Zones ("AICUZ") Land-Use Compatibility Recommendations and that potential habitat accessory structures are also sound attenuated.

Staff recommendation:

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least ~~30~~**10**% median~~,~~ **and** at least **a** ~~30~~**20**% **combination of** low, ~~and at least 30%~~ very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. **There shall be no nonresidential uses. Accessory uses to the residential development, such as a club house or recreational facilities are permitted.**
3. There shall be no market rate or transient residential units.

~~4. **There shall be no new marinas.**~~

4.~~5.~~ There shall be no dredging.

~~**5. There shall be no light industrial uses.**~~

5.~~6.~~ All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.

6.~~7.~~ No residential buildings shall be located within the 70-74 DNL.

7. **Any development located within the Big Coppitt Mixed Use Area 1 shall not utilize Puerta Drive for ingress and egress.**
8. All habitable buildings located within the 70-74 DNL noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 30 decibels.

The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:….

All three options for the proposed subarea policy are included in the ordinance for the BOCC's consideration, direction and decision on the proposed amendment.

## IV. ANALYSIS OF PROPOSED AMENDMENT

### A. Maximum Density and Intensity

| **Big Coppitt portion of property** | | | |
|---|---|---|---|
| **Existing FLUM** | **Type** | **Adopted Standards** | **Development Potential** |
| **Mixed Use /Commercial Fishing (MCF)**<br><br>**2.50 acres (108,900 SF)** | Residential Allocated Density | Approx. 3 – 8 du | Approx. 7 – 20 du |
| | Residential Max Net Density | 12 du/buildable acre | 24 du |
| | Transient Allocated Density | 0 rooms/spaces/acre | 0 rooms/spaces |
| | Nonresidential Maximum Intensity | 0.25-0.40 FAR | 27,225 – 43,560 SF |
| **Industrial (I)**<br><br>**12.33 acres (537,094 SF)** | Residential Allocated Density | 1 du | 12.3 du |
| | Residential Max Net Density | 2 du/buildable acre | 19.7 du |
| | Transient Allocated Density | 0 rooms/spaces/acre | 0 rooms/spaces |
| | Nonresidential Maximum Intensity | 0.25-0.60 FAR | 134,273 – 322,256 SF |
| **Existing Big Coppitt Subtotal**<br><br>**14.83 acres (645,994 SF)** | Residential Allocated Density | | **Approx. 19.3 – 32.3 du** |
| | Residential Max Net Density | | **43.7 du** |
| | Transient Allocated Density | | **0 rooms/spaces** |
| | Nonresidential Maximum Intensity | | **161,498 – 365,816 SF** |
| **Proposed FLUM** | **Type** | **Adopted Standards** | **Development Potential** |
| **Mixed Use/ Commercial (MC)**<br><br>**14.83 acres (645,994 SF)** | Residential Allocated Density | 1-6 du/acre | ~~**14.8 – 89.0 du***~~<br>*0 market rate*** |
| | Residential Max Net Density | 2-18 du/buildable acre | **23.7 – 213.6 du*** |
| | Transient Allocated Density | 5-15 rooms/spaces/acre | ~~**74.2 – 222.5 rooms/spaces***~~<br>*0 transient ** |
| | Nonresidential Maximum Intensity | 0.10-0.45 FAR | ~~**64,599 – 290,697 SF**~~<br>*0 SF*** |

| **Rockland Key portion of property** | | | |
|---|---|---|---|
| **Existing FLUM** | **Type** | **Adopted Standards** | **Development Potential** |
| **Industrial (I)**<br><br>**29.59 acres (1,288,940 SF)** | Residential Allocated Density | 1 du | **29.6 du** |
| | Residential Max Net Density | 2 du/buildable acre | **47.3 du** |
| | Transient Allocated Density | 0 rooms/spaces/acre | **0 rooms/spaces** |
| | Nonresidential Maximum Intensity | 0.25-0.60 FAR | **322,235 – 773,364 SF** |
| **Proposed FLUM** | **Type** | **Adopted Standards** | **Development Potential** |
| **Commercial (COMM)**<br><br>**29.59 acres (1,288,940 SF)** | Residential Allocated Density | 0 du/acre | **0 du** |
| | Residential Max Net Density | 0 du/buildable acre | **0 du** |
| | Transient Allocated Density | 0 rooms/spaces/acre | **0 rooms/spaces** |
| | Nonresidential Maximum Intensity | 0.15-0.50 FAR | **193,341 – 644,470 SF** |

| Total Site Development Potential | | | |
|---|---|---|---|
| **Existing FLUM Total**<br><br>**44.42 acres (1,925,787 SF)** | Residential Allocated Density | | **48.9 – 61.9 du** |
| | Residential Max Net Density | | **91 du** |
| | Transient Allocated Density | | **0 rooms/spaces** |
| | Nonresidential Maximum Intensity | | **483,733 – 1,139,180 SF** |
| **Proposed FLUM Total**<br><br>**44.42 acres (1,925,787 SF)** | Residential Allocated Density | | ~~**14.8 – 89.0 du***~~<br>***0 market rate*** |
| | Residential Max Net Density | | **23.7 – 213.6 du*** |
| | Transient Allocated Density | | ~~**74.2 – 222.5 rooms/spaces***~~<br>***0 transient ** ** |
| | Nonresidential Maximum Intensity | | ~~**257,940 – 935,167 SF**~~<br>***193,341 – 644,470 SF**** |
| **Net Change in Development Potential Total Site** | **Total Site**<br>**Residential (allocated): +27.1 du***<br>**Residential (max net): +122.6 du***<br>**Transient: +222.5 rooms/spaces***<br>**Nonresidential: (-204,013) SF** | | **Total Site**<br>**with Proposed Subarea Policy**<br>**Market Rate Residential: (~~-61.9~~)*, 0 du ****<br>**Affordable Residential (max net): +122.6 du***<br>**Transient: ~~no change~~*, 0 transient ****<br>**Nonresidential: (~~-240,013~~) (-474,710**) SF** |
| **Net Change in Development Potential based on Key** | **Big Coppitt portion: MCF and I to MC**<br>Residential (allocated): +56.7 du*<br>Residential (max net): +169.9 du*<br>Transient: +222.5 rooms/spaces*<br>Nonresidential: (-75,119) SF | | **Big Coppitt portion: MCF and I to MC**<br>**with Proposed Subarea Policy**<br>Market Rate Residential: (~~-32.3~~)*, **0 du ****<br>Affordable Residential (max net): +169.9 du*<br>Transient: ~~no change~~* **0 transient ****<br>Nonresidential: (~~-75,119~~) (**-290,697****) SF |
| | **Rockland Key portion: I to COMM**<br>Residential (allocated): (-29.6) du<br>Residential (max net): (-47.3) du<br>Transient: no change<br>Nonresidential: (-128,894) SF | | |

*Based on the initial proposed Comprehensive Plan text amendment which will accompany the corresponding FLUM amendment, a subarea policy for the Big Coppitt portion of the property will restrict any residential use on the subject property to only affordable housing; eliminate all potential for market rate permanent residential and/or transient uses on the site; prohibit new marinas; prohibit dredging; prohibit light industrial uses on the site; prohibit residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and require sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours.

**Applicant's proposed revision to the subarea policy eliminates all potential for nonresidential uses, market rate and transient residential uses.

Note: The above table provides an approximation of the development potential for residential, transient and commercial development. Please note, Section 130-156 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 above, based on the proposed Comprehensive Plan subarea policy, the proposed FLUM amendment would result in zero density for market rate residential development; an increase in overall potential residential development (under max net density for affordable housing) of 122.6 dwelling units; zero density for transient unit development o; and a *decrease* in overall potential nonresidential development of 474,710 square feet of floor area.

**B. Maintaining Hurricane Evacuation & Discouraging Increases in Density/Intensity**

1. Monroe County Rule 28-20.140, F.A.C. (ratified by the Legislature in 2011), includes Work Program tasks requiring hurricane evacuation clearance time analyses and a Memorandum of Understanding (MOU), with the Division of Emergency Management, Monroe County, City of Marathon, Village of Islamorada, City of Key West, City of Key Colony Beach, and City of Layton regarding hurricane evacuation.

   The County and the other jurisdictions in the Keys regulate new residential growth through a permit allocation system. The basis for the permit allocation rate and distribution is the ability to maintain a 24-hour evacuation clearance time. Monroe County has created a staged evacuation process wherein mobile home residents, transient units and military personnel are required to evacuate prior to all other residential properties. Based upon recent analysis, the hurricane evacuation clearance time model runs, the County's hurricane Memorandum of Understanding with the Department of Emergency Management, Department of Economic Opportunity and the incorporated jurisdictions within the County, and maximum build-out from the Work Program, the County received 1,970 allocations over the next 10 years, which places the residential evacuation time at approximately the 24-hour evacuation time limitation.

   Although the proposed FLUM amendment and subarea policy would result in an increase in potential affordable housing development of 122 dwelling units, the County has a bank of approx. 200 unused affordable housing allocations from past ROGO years available for new affordable dwelling units, as well as 710 additional affordable housing allocations as provided by the State (710 of the 1,970 allocations over the next 10 years are to be used for affordable housing). Therefore, the potential increase of 122 new residential units is within our ROGO allocation limit (1,970 total) and is not expected to cause the staged evacuation times to exceed the 24-hour limit.

2. 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 and creates a mechanism to allow increases in density and intensity with the donation of IS lots (1:1 basis) or acreage (2:1 basis) to the County that contains non-scarified native upland habitat or wetland habitat. 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. The adopted policy states that its provisions are applicable only to private applications "received after the effective date of this ordinance..." The initial application for the proposed FLUM amendment was received on May 18, 2012, prior to the effective date of the ordinance; therefore this policy does not apply to this FLUM amendment request.

## C. Military Compatibility

The DEO ORC report included:
*The entire amendment lies within the Military Installation Area of Impact (MIAI). The fifth parcel is within the 65-69 Day–Night Average Noise Level (DNL). Comprehensive Plan policy 108.2.6 adopts MIAI Land Use Table. The table contains "permitted uses allowed", "allowed with restrictions", "uses generally incompatible (allowed with exceptions)", and "uses not compatible and should be prohibited" for each DNL category. Within the 65-69 DNL, residential uses are listed as "uses generally incompatible (allowed with exceptions)" Some uses are allowed with restrictions.*

The DEO ORC also includes an attached letter from NASKW stating:
*...[NASKW] is not in favor of any increased residential density in high noise areas 65 DNL and above. Per Naval instruction, residential use is discouraged in DNL 65 - 69 and strongly discouraged in DNL 70-74. The absence of viable alternative development options should be determined and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these zones. Where the community determines that these uses must be allowed, measures to achieve an outdoor to indoor Noise Level Reduction (NLR) of at l east 25 dB in DNL 65-69 and NLR of 30 dB in DNL 70-74 should be incorporated into building codes and be in individual approvals; for transient housing a NLR of at least 35 dB should be incorporated in DNL 75 - 79.*

On May 22, 2012, the County adopted amendments to the Comprehensive Plan to address military compatibility criteria (Ord 012-2012). These Comprehensive Plan amendments require applicants for FLUM amendments within the MIAI (Military Installation Area of Impact) received after the effective date of the policies (July 19, 2012) to provide a supplemental noise study, based on professionally accepted methodology, if NASKW indicates the property is within a noise zone greater than 65 DNL. The initial application for the proposed FLUM amendment was received on May 18, 2012, prior to the effective date of the recently adopted Military Compatibility Policies; therefore these policies do not apply to this FLUM amendment request and it does not trigger any of the additional noise study requirements.

The Navy issued the Record of Decision on October 31, 2013, for the Final Environmental Impact Statement (EIS) for Naval Air Station Key West Airfield Operations. In the Final EIS, the Navy approved "Alternative 2" as the preferred alternative, and the associated noise contours. The noise contours are shown in Figure 1 on the following page.

The results of the EIS analysis produced a map of contours of the noise environment from NAS Key West airfield operations which identifies the subject properties within the 65-69 DNL (blue solid contour), 70-74 DNL (green solid contour) and 75-79 DNL (yellow solid contour). A magnified excerpt of the noise contours are shown in Figure 2 on the following page.

The proposed FLUM amendment along with the restrictions in the proposed subarea policy would eliminate all potential residential uses on property located in the 75-79 DNL and 70-74 DNL, directing potential future residential uses onto property located within the 65-69 DNL

and requiring sound attenuation for all habitable buildings within the 65-69 DNL and 70-74 DNL.

*Note, the BOCC discussed and reviewed Policy 108.2.5 (policy which requires applicants requesting FLUM amendments within the MIAI to provide a supplemental noise study) and directed staff to eliminate the text which requires the supplemental noise study. As part of the Comprehensive Plan Update, the BOCC transmitted the proposed amendments to Policy 108.2.5 to the Florida Department of Economic Opportunity (DEO) in February, 2015. On May 1, 2015, the County received DEO's Objections, Recommendations and Comments (ORC) report regarding the proposed amendments. The ORC report did not include any objections or comments regarding the proposed amendment to Policy 108.2.5 eliminating the requirement for a supplemental noise study. The proposed amendments are anticipated to be considered by the BOCC for adoption in the spring of 2016.*

Residential Uses

As can be readily ascertained from the Navy Air Installation Compatibility Use Zones ("AICUZ") Land-Use Compatibility Recommendations (see "Table G-1" from the EIS – shown on pages 15-18 of this staff report) residential uses are strongly discouraged in the 70-74 DNL. Currently, approximately 3.7 acres subject to the proposed FLUM amendment already permit residential uses within this zone.

Although the proposed FLUM amendment on its own would leave 1.1 acres open to potential residential uses within the 70-74 DNL, the additional restrictions in the proposed subarea policy would also prohibit residential buildings within the 70-74 DNL. The proposed amendment would remove any potential of residential uses from the 75-79 DNL and simultaneously permit the parcels located within a 65-69 DNL to increase their residential density. Therefore the potential residential density would be relocated from higher to lower DNL zones.

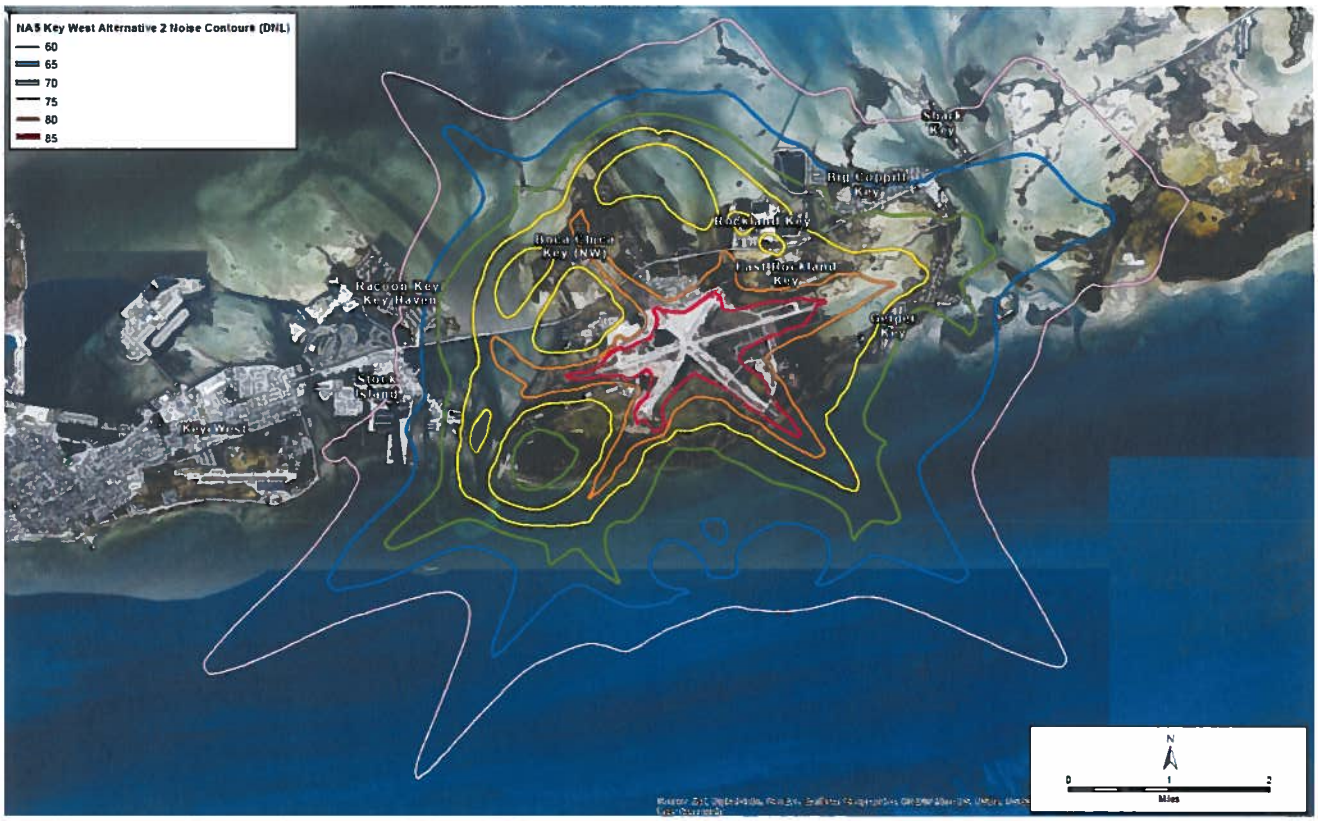



**Figure 1. Noise Contours Map (EIS "Alternative 2")**

**Figure 2. Magnified Excerpt from Noise Contours Map (EIS "Alternative 2")**

Additionally, according to the Navy's AICUZ Land-Use Compatibility Recommendations, residential uses are only discouraged in the 65-69 DNL (and strongly discouraged in the 70-74 DNL) and are recommended to be located in other areas unless a study is undertaken identifying the need for housing.

Monroe County has already undertaken numerous studies, including its most recent Evaluation and Appraisal Report, and the 2015 Workforce Housing Stakeholder Assessment Report (see Exhibit 5), which identifies the need for affordable housing in the lower Florida Keys. The proposed FLUM amendment could assist in addressing this need. As can be seen in the attached maps (Exhibit 8), there are limited locations in the Lower Keys for potential larger scale affordable housing developments. Moreover, the parcel proposed for an increase in potential density is nearly entirely within the 65-69 DNL and adjacent to an existing, developed residential subdivision within the Residential High future land use designation. The amendment to a Mixed Use/Commercial designation would allow a variety of affordable residential and commercial uses compatible with the adjacent residential neighborhood.

The proposed FLUM amendment along with the restrictions in the proposed subarea policy would result in a potential increase of up to 122 affordable residential dwelling units. Household units are *strongly discouraged* in the 70-74 DNL and *discouraged* in the 65-69 DNL; and household units are listed by the Navy as not compatible and should be prohibited in the 75-79 DNL. The proposed subarea policy would also prohibit residential buildings within the 70-74 DNL. The proposed amendment would therefore serve to move any potential residential units completely out of both the 70-74 DNL and 75-79 DNL, in accordance with NASKW compatibility recommendations. All potential residential development would be relocated to the 65-69 DNL, which is the lowest noise level on the subject properties, and sound attenuated to achieve an outdoor to indoor Noise Level Reduction of at least 25 decibels.

Non-Residential Uses

The application proposes to reduce the total potential nonresidential square footage by up to 474,710 square feet. Additionally, the properties subject to the requested FLUM amendment to Commercial (COMM) are located within the 70-74 DNL and 75-79 DNL. Commercial uses such as commercial retail, industrial and offices are all permissible within this noise level according to the Navy's AICUZ Land-Use Compatibility Recommendations, albeit with recommendations of measures to achieve an outdoor to indoor noise level reduction of 25-30 decibels for certain portions of these buildings. The proposed subarea policy to accompany the proposed FLUM amendment would require that all habitable buildings located within the 65-69 DNL be sound attenuated to achieve an outdoor to indoor noise level reduction of at least 25 decibels, and that all habitable buildings located within the 70-74 DNL be sound attenuated to achieve an outdoor to indoor noise level reduction of at least 30 decibels.

## Air Installations Compatible Use Zones
## Table G-1
## Land-Use Compatibility Recommendations

| Land Use | | Suggested Land Use Compatibility | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Noise Zone 1 (DNL or CNEL) | | Noise Zone 2 (DNL or CNEL) | | Noise Zone 3 (DNL or CNEL) | | |
| SLUCM No. | Land Use Name | <55 | 55-64 | 65-69 | 70-74 | 75-79 | 80-84 | 85+ |
| **10** | **Residential** | | | | | | | |
| 11 | Household units | Y | Y[1] | N[1] | N[1] | N | N | N |
| 11.11 | Single units: detached | Y | Y[1] | N[1] | N[1] | N | N | N |
| 11.12 | Single units: semidetached | Y | Y[1] | N[1] | N[1] | N | N | N |
| 11.13 | Single units: attached row | Y | Y[1] | N[1] | N[1] | N | N | N |
| 11.21 | Two units: side-by-side | Y | Y[1] | N[1] | N[1] | N | N | N |
| 11.22 | Two units: one above the other | Y | Y[1] | N[1] | N[1] | N | N | N |
| 11.31 | Apartments: walk up | Y | Y[1] | N[1] | N[1] | N | N | N |
| 11.32 | Apartments: elevator | Y | Y[1] | N[1] | N[1] | N | N | N |
| 12 | Group quarters | Y | Y[1] | N[1] | N[1] | N | N | N |
| 13 | Residential hotels | Y | Y[1] | N[1] | N[1] | N | N | N |
| 14 | Mobile home parks or courts | Y | Y[1] | N | N | N | N | N |
| 15 | Transient lodgings | Y | Y[1] | N[1] | N[1] | N[1] | N | N |
| 16 | Other residential | Y | Y[1] | N[1] | N[1] | N | N | N |
| **20** | **Manufacturing** | | | | | | | |
| 21 | Food and kindred products; manufacturing | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 22 | Textile mill products; manufacturing | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 23 | Apparel and other finished products; products made from fabrics, leather and similar materials; manufacturing | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 24 | Lumber and wood products (except furniture); manufacturing | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 25 | Furniture and fixtures; manufacturing | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 26 | Paper and allied products; manufacturing | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 27 | Printing, publishing, and allied industries | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 28 | Chemicals and allied products; manufacturing | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 29 | Petroleum refining and related industries | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| **30** | **Manufacturing (continued)** | | | | | | | |
| 31 | Rubber and misc. plastic products; manufacturing | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 32 | Stone, clay, and glass products; manufacturing | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 33 | Primary metal products; manufacturing | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 34 | Fabricated metal products; manufacturing | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |

## Air Installations Compatible Use Zones
## Table G-1
## Land-Use Compatibility Recommendations

| Land Use | | Suggested Land Use Compatibility | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Noise Zone 1 (DNL or CNEL) | | Noise Zone 2 (DNL or CNEL) | | Noise Zone 3 (DNL or CNEL) | | |
| SLUCM No. | Land Use Name | <55 | 55-64 | 65-69 | 70-74 | 75-79 | 80-84 | 85+ |
| 35 | Professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks | Y | Y | Y | 25 | 30 | N | N |
| 39 | Miscellaneous manufacturing | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 40 | **Transportation, communication and utilities** | | | | | | | |
| 41 | Railroad, rapid rail transit, and street railway transportation | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 42 | Motor vehicle transportation | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 43 | Aircraft transportation | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 44 | Marine craft transportation | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 45 | Highway and street right-of-way | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 46 | Automobile parking | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 47 | Communication | Y | Y | Y | 25[5] | 30[5] | N | N |
| 48 | Utilities | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 49 | Other transportation, communication, and utilities | Y | Y | Y | 25[5] | 30[5] | N | N |
| 50 | **Trade** | | | | | | | |
| 51 | Wholesale trade | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 52 | Retail trade – building materials, hardware, and farm equipment | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 53 | Retail trade – shopping centers | Y | Y | Y | 25 | 30 | N | N |
| 54 | Retail trade – food | Y | Y | Y | 25 | 30 | N | N |
| 55 | Retail trade – automotive, marine craft, aircraft and accessories | Y | Y | Y | 25 | 30 | N | N |
| 56 | Retail trade – apparel and accessories | Y | Y | Y | 25 | 30 | N | N |
| 57 | Retail trade – furniture, home furnishings and equipment | Y | Y | Y | 25 | 30 | N | N |
| 58 | Retail trade – eating and drinking establishments | Y | Y | Y | 25 | 30 | N | N |
| 59 | Other retail trade | Y | Y | Y | 25 | 30 | N | N |
| 60 | **Services** | | | | | | | |
| 61 | Finance, insurance and real estate services | Y | Y | Y | 25 | 30 | N | N |
| 62 | Personal services | Y | Y | Y | 25 | 30 | N | N |
| 62.4 | Cemeteries | Y | Y | Y | Y[2] | Y[3] | Y[4,11] | Y[4,11] |
| 63 | Business services | Y | Y | Y | 25 | 30 | N | N |
| 63.7 | Warehousing and storage | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 64 | Repair services | Y | Y | Y | Y[2] | Y[3] | Y[4] | N |
| 65 | Professional services | Y | Y | Y | 25 | 30 | N | N |

## Air Installations Compatible Use Zones
## Table G-1
## Land-Use Compatibility Recommendations

| Land Use | | Suggested Land Use Compatibility | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Noise Zone 1 (DNL or CNEL) | | Noise Zone 2 (DNL or CNEL) | | Noise Zone 3 (DNL or CNEL) | | |
| SLUCM No. | Land Use Name | <55 | 55-64 | 65-69 | 70-74 | 75-79 | 80-84 | 85+ |
| 65.1 | Hospitals, other medical fac. | Y | Y[1] | 25 | 30 | N | N | N |
| 65.16 | Nursing homes | Y | Y | N[1] | N[1] | N | N | N |
| 66 | Contract construction services | Y | Y | Y | 25 | 30 | N | N |
| 67 | Governmental services | Y | Y[1] | Y[1] | 25 | 30 | N | N |
| 68 | Educational services | Y | Y[1] | 25 | 30 | N | N | N |
| 69 | Miscellaneous | Y | Y | Y | 25 | 30 | N | N |
| 70 | **Cultural, entertainment and recreational** | | | | | | | |
| 71 | Cultural activities (& churches) | Y | Y[1] | 25 | 30 | N | N | N |
| 71.2 | Nature exhibits | Y | Y[1] | Y[1] | N | N | N | N |
| 72 | Public assembly | Y | Y[1] | Y | N | N | N | N |
| 72.1 | Auditoriums, concert halls | Y | Y | 25 | 30 | N | N | N |
| 72.11 | Outdoor music shells, amphitheaters | Y | Y[1] | N | N | N | N | N |
| 72.2 | Outdoor sports arenas, spectator sports | Y | Y | Y[1] | Y[1] | N | N | N |
| 73 | Amusements | Y | Y | Y | Y | N | N | N |
| 74 | Recreational activities (including golf courses, riding stables, water rec.) | Y | Y[1] | Y[1] | 25 | 30 | N | N |
| 75 | Resorts and group camps | Y | Y[1] | Y[1] | Y[1] | N | N | N |
| 76 | Parks | Y | Y[1] | Y[1] | Y[1] | N | N | N |
| 79 | Other cultural, entertainment and recreation | Y | Y[1] | Y[1] | Y[1] | N | N | N |
| 80 | **Resource production and extraction** | | | | | | | |
| 81 | Agriculture (except livestock) | Y | Y | Y[9] | Y[9] | Y[10] | Y[10,11] | Y[10,11] |
| 81.5 | Livestock farming | Y | Y | Y[9] | Y[9] | N | N | N |
| 81.7 | Animal breeding | Y | Y | Y[9] | Y[9] | N | N | N |
| 82 | Agricultural related activities | Y | Y | Y[9] | Y[9] | Y[10] | Y[10,11] | Y[10,11] |
| 83 | Forestry activities | Y | Y | Y[9] | Y[9] | Y[10] | Y[10,11] | Y[10,11] |
| 84 | Fishing activities | Y | Y | Y | Y | Y | Y | Y |
| 85 | Mining activities | Y | Y | Y | Y | Y | Y | Y |
| 89 | Other resource production or extraction | Y | Y | Y | Y | Y | Y | Y |

Source: OPNAVINST 11010.36C

**Key to Table G-1:**

| | |
|---|---|
| SLUCM | Standard Land Use Coding Manual, U.S. Department of Transportation |
| Y (Yes) | Land use and related structures compatible without restrictions. |
| N (No) | Land use and related structures are not compatible and should be prohibited. |
| Y[1] (Yes with restrictions) | The land use and related structures are generally compatible. However, see notes indicated by superscript. |
| N[1] (No with restrictions) | The land use and related structures are generally incompatible. However, see notes indicated by superscript. |
| NLR (Noise Level Reduction) | Noise Level Reduction (outdoor to indoor) to be achieved through incorporation of noise attenuation into the design and construction of the structure. |

## Air Installations Compatible Use Zones
## Table G-1
## Land-Use Compatibility Recommendations

| Land Use | | Suggested Land Use Compatibility | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Noise Zone 1 (DNL or CNEL) | | Noise Zone 2 (DNL or CNEL) | | Noise Zone 3 (DNL or CNEL) | | |
| SLUCM No. | Land Use Name | <55 | 55-64 | 65-69 | 70-74 | 75-79 | 80-84 | 85+ |
| 25, 30, or 35 | Land use and related structures generally compatible; measures to achieve NLR of 25, 30, or 35 must be incorporated into design and construction of structure. | | | | | | | |
| DNL | Day-night average sound level. | | | | | | | |
| CNEL | Community Noise Equivalent Level (normally within a very small decibel difference of DNL | | | | | | | |
| Ldn | Mathematical symbol for DNL). | | | | | | | |

**Notes for Table G-1:**

1. General
   a. Although local conditions regarding the need for housing may require residential use in these zones, residential use is discouraged in DNL 65 to 69 and strongly discouraged in DNL 70 to 74. The absence of viable alternative development options should be determined and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these zones.
   b. Where the community determines that these uses must be allowed measures to achieve and outdoor to indoor NLR of at least 25 Decibels (dB) in DNL 65 to 69 and NLR of 30 dB in DNL 70 to 74 should be incorporated into building codes and be in individual approvals; for transient housing a NLR of at least 35 dB should be incorporated in DNL 75 to 79.
   c. Normal permanent construction can be expected to provide a NLR of 20 dB, thus the reduction requirements are often stated as 5, 10 or 15 dB over standard construction and normally assume mechanical ventilation, upgraded sound transmission class ratings in windows and doors and closed windows year round. Additional consideration should be given to modifying NLR levels based on peak noise levels or vibrations.
   d. NLR criteria will not eliminate outdoor noise problems. However, building location and site planning, design and use of berms and barriers can help mitigate outdoor noise exposure NLR particularly from ground level sources. Measures that reduce noise at a site should be used wherever practical in preference to measures that only protect interior spaces.
2. Measures to achieve NLR of 25 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.
3. Measures to achieve NLR of 30 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.
4. Measures to achieve NLR of 35 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.
5. If project or proposed development is noise sensitive, use indicated NLR; if not, land use is compatible without NLR.
6. No buildings.
7. Land use compatible provided special sound reinforcement systems are installed.
8. Residential buildings require a NLR of 25
9. Residential buildings require a NLR of 30.
10. Residential buildings not permitted.
11. Land use not recommended, but if community decides use is necessary, hearing protection devices should be worn.

## D. Floodplain Regulations

As discussed throughout this staff report, the proposed FLUM amendment would change the types of uses permitted on the property (for example, from heavy industrial uses to residential uses) and would change the maximum potential density ranges on the property for affordable housing. The proposed FLUM amendment (and its associated zoning amendment) is one step in the pursuit of developing the property, as the map amendments do not approve any site plans, building permits or floodplain development permits, and do not provide and County Rate of Growth Ordinance (ROGO) allocations.

The proposed FLUM amendment does not affect the floodplain regulations for the subject property. It does not waive nor reduce any floodplain requirements for any potential future development on the subject parcel(s).

The Big Coppitt portion of the site is primarily within an AE Zone (EL 10') with the northern portion within a VE Zone (EL 16'; 14; and 12'). The applicant has indicated they plan to place the affordable housing on the portion of the site within the AE Zone; however, the County has not received any applications for development approval at this time.

At the time the owner applies for development permits, they will be required to meet all floodplain regulations in the Monroe County Land Development Code (Chapter 122) and the Florida Building Code (FBC) as well as FEMA guidance, etc.

## E. Applicant's Amendment Basis and Data & Analysis for the Requested FLUM Amendment:

*The Amendment contemplates the previously discussed changing trends in the economy and regulatory environment. Furthermore, based on input from staff, and also review of the current adjoining uses surrounding the parcels, it has been determined that the proposed amendments allows the parcels to be utilized to their highest and best use with de minimis impacts on neighboring properties and the surrounding environment.*

*Specifically, Rockland Key adjoins the Navy's Boca Chica military air installation base which is subject to high noise events. Part of Rockland Key is located within the Navy jet potential crash zone. Therefore, currently, Rockland Key is not suitable for residential development. The Industrial FLU permits residential development. The newly enacted Commercial FLU does not permit residential development, but permits non-residential, commercial uses compatible with military air installations.*

*In contrast, Rockland Operations' property located on Big Coppitt Key is adjacent to a residential area that has a Future Land Use Map Designation Residential High (RH). Rockland Operations' Big Coppitt property is also located next to an old burrow pit that is compatible with residential uses. Currently, all studies identify a complete and total deficiency of scarified, undeveloped land suitable for future residential development in the lower keys close to the largest employment center of the lower keys, Key West. Specifically, land suitable for an affordable housing project. Rockland Operations desires to develop such a project.*

*According to Florida Housing data compiled by the University of Florida the 2012 average home value price in unincorporated Monroe County was $551,485 [$478,985 per Florida Housing Data Clearinghouse] compared to a statewide average of $160,174. Monroe County's median gross rent for 2012 was $1,269 [$1,390 per 2012 American Community Survey 1-Year Estimates] compared to a statewide average of $981 [$954 per 2012 American Community Survey 1-Year Estimates]. In Monroe County, the HUD Fair Market Rent in 2012, representing rent for a typical modest apartment, was $946 for a studio apartment, $1152 for a one-bedroom, $1,419 for a two-bedroom, $2,065 for a three-bedroom, and $2,211 for a four-bedroom unit.*

*More alarming is the percentage of households whose mortgages exceed the HUD threshold for being considered cost burdened due to their mortgage payments. According to HUD, "Cost-burdened" households pay more than 30% of income for rent or mortgage costs. This is also the standard used by the Florida Department of Economic Opportunity. In 2009, 12,927 [5,848 unincorporated per Florida Housing Data Clearinghouse] Monroe County households (37%) pay more than 30% of income for housing. By comparison, 29% of households statewide are cost-burdened. 6,177 [2,795 per Florida Housing Data Clearinghouse] households in [unincorporated] Monroe County (18%) pay more than 50% of income for housing!*

*Of the 12,226 [4,278 per Florida Housing Data Clearinghouse] renters, Cost burdened households exceeding 30% of income is 5,124 [1,794 per Florida Housing Data Clearinghouse], of which, 2,423 [846 per Florida Housing Data Clearinghouse] households spend over 50% [50% or more] of their income on rent. This equates to 42% of households being cost burdened by rent and of this 42%, 20% of all households pay in excess of 50% of their income towards rent.*

*From 2000-2010, the housing inventory has only increased 3% whereas in the prior decade, 1990-2000, the housing inventory increased almost 15%. The drastic decline in new housing has led to higher home sales and rent prices leading to an ever increasing demand for affordable housing. During the 1990s, Monroe County averaged 509 building permits per year for residential homes, including averaging 96 building permits for multi-family housing. From 2000-2010, multi-family building permits issued per year decreased to an average of 7.8 per year.*

*In unincorporated Monroe County for the year 2010, 60.9% of the total households are estimated to have incomes in the moderate range or below. As reported by the Monroe County Affordable Housing Report, dated November 2007, the County is the most cost burdened small-county in the State. Monroe County has the highest affordability gap of all counties in the State. An average of 5,545 households would need and qualify for affordable housing assistance. By the year 2030, the percentage will increase to 62.4%. Monroe County's adopted Comprehensive Plan Evaluation and Appraisal Report ("EAR") recommends encouraging options for affordable housing. The EAR further recommends that the County should consider the vast majority of the available dwelling units for development as multi-family so as to provide affordable housing. The proposed FLUM amendment accomplishes this goal by rezoning 14 acres mixed use which can accommodate a multi-family affordable housing development project of significant size.*

## F. Impact on Community Character

As shown in Figure 3 below, parcels surrounding the subject property currently have FLUM designations of Industrial, Mixed Use/Commercial Fishing, Residential High, Residential Medium, Residential Conservation, Mixed Use/Commercial, and Military (across US1). Land uses surrounding the subject property include residential to the east, and a mixture of light/heavy industrial and vacant land to the west and southwest. Land across US1 to the south is vacant wetlands.

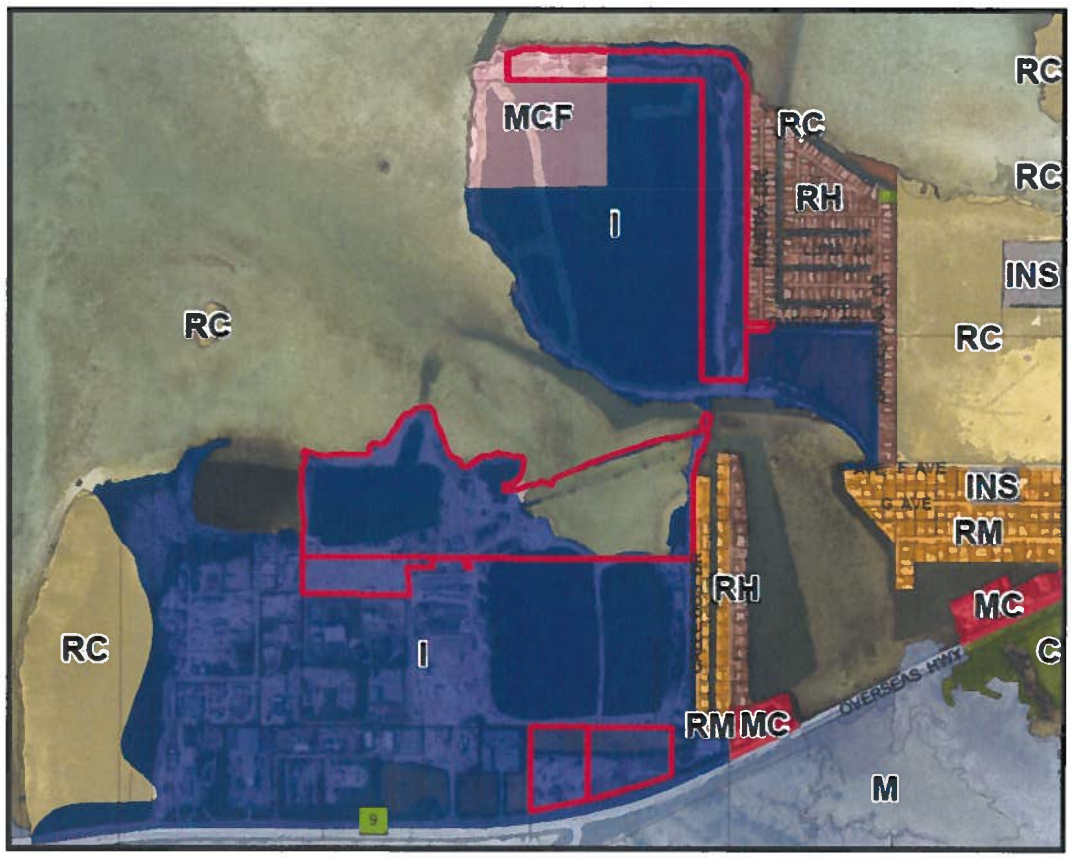



**Figure 3. Subject parcels with existing FLUM designations**

The portion of the site proposed for MU zoning, which would potentially allow affordable housing residential development, is adjacent to an existing residential area within an RH FLUM and URM Zoning district.

The subject parcels are classified as "undeveloped land" and "water" (borrow pits) on the County's habitat type maps. The subject parcels are designated as habitat for one protected species, the brown pelican (listed as a State Species of Special Concern); however, the County does not have any adopted development controls relative to the brown pelican.

As shown in Figure 4, most of the site has a tier designation of Tier III. A small portion (half an acre) on Rockland Key has a tier designation of Tier I. The majority of the site is scarified, consisting of pea-rock, gravel, borrow pits, and some grassy areas.

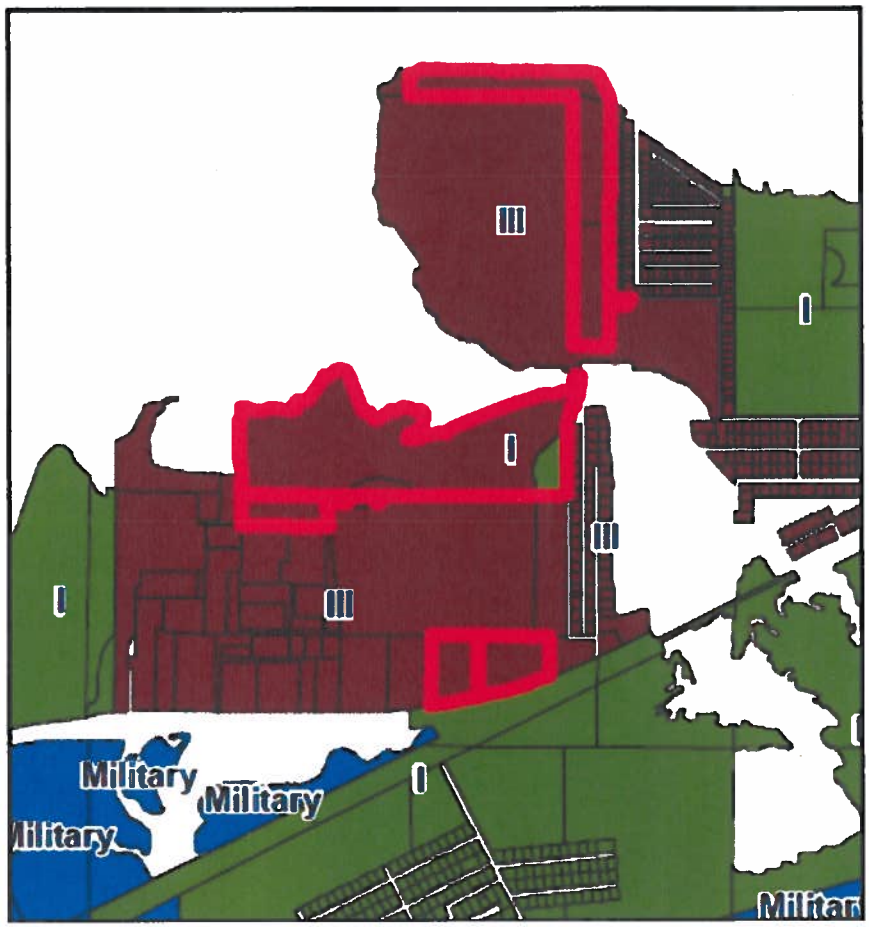



**Figure 4. Tier Designations**

The proposed FLUM amendment is not anticipated to have an adverse effect on the community character of the area.

## G. Effects on Public Facilities

Traffic Circulation (Policy 301.1.1)

According to the 2015 US.1 Arterial Travel Time and Delay Study, at the present time, US 1 is operating overall at a Level of Service (LOS) C. In the Lower Keys Area, the segments from the area of the request to Key West are operating at a LOS B or better and the segments from the area of the request to Big Pine Key are operating at a LOS C or better. The request is located in the area of Segments 2 and 3, which are operating at levels of service A and B respectively.

- Segment 2 Boca Chica (4-L/D) Key Haven Blvd. to Rockland Dr. (5,167 Reserve Trips) – LOS A
- Segment 3 Big Coppitt (2-L/U) Rockland Dr. to Boca Chica Rd. (1,292 Reserve Trips) – LOS B

The applicant submitted a trip generation analysis prior to transmittal of the proposed FLUM amendment. URS (County consultant) reviewed the analysis and confirmed that the proposed FLUM amendment would result in a trip generation reduction of 7,933 trips per day.

Consistent with the density and intensity analysis provided in this staff report, the trip generation analysis includes an increase of 1,613 daily trips from a 2.50 acre FLUM change from Mixed Use/Commercial Fishing (MCF) with a maximum FAR of 0.40 to Mixed Use/Commercial (MC) with a maximum FAR of 0.60; no change in daily trips resulting from a 12.33 acre FLUM change from Industrial (I) to Mixed Use/Commercial (MC) as both categories have the identical 0.60 maximum FAR; and a decrease of 9,546 daily trips from a 29.59 acre FLUM change from Industrial (I) with a maximum FAR of 0.60 to Commercial (COMM) with a maximum FAR of 0.50. Cumulatively these would result in a potential decrease of 7,933 vehicle trips per day. The full analysis is attached as Exhibit 9. (*Note: the trip generation analysis used the maximum FAR of 0.60 for the MC FLUM, which is only applicable to Maritime Industries zoning; intensity analysis in this staff report used a maximum FAR of 0.45 for the MC FLUM, which corresponds to all other zoning categories under the MC FLUM. Trip generation using 0.45 FAR would result in an even greater decrease in potential traffic.*)

Therefore, the proposed FLUM amendment is not anticipated to negatively impact the traffic LOS. Traffic analysis for specific development proposals will be reviewed as part of the development approval process.

Potable Water (Policy 701.1.1)

FKAA's Water Treatment Facility in Florida City has a maximum water treatment design capacity of 29.8 million gallons per day (MGD). This consists of 23.8 MGD from the Biscayne Aquifer through the primary conventional water treatment process and 6 MGD from the brackish Floridan Aquifer through the secondary Reverse Osmosis (RO) treatment plant. There are also two saltwater Reserve Osmosis (RO) plants, located on Stock Island and Marathon, which are able 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 2012 projection for annual average daily demand is 17.62 MGD which is well below FKAA's Water Use Permit amount of 23.98 MGD.

Pursuant to Policy 701.1.1 of the Comprehensive Plan, the Level of Service standard for nonresidential potable water is 0.35 gallons per square foot per day. The proposed FLUM amendment decreases the site's maximum nonresidential development potential by 204,013 SF, which would decrease potential potable water demand.

Pursuant to Policy 701.1.1 of the Comprehensive Plan, the Level of Service standard for residential potable water is 66.5 gallons per capita per day. The proposed FLUM amendment would increase the potential affordable residential development by 122 dwelling units, which would increase potential potable water demand by 18,173 gallons per day if developed to its maximum affordable residential potential.

Currently there is sufficient capacity for such an increase.

Solid Waste (Policy 801.1.1)

Monroe County has a contract with Waste Management through September 30, 2024. The contract authorizes the use of in-state facilities; 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. Under the proposed FLUM categories, the net increase in potential affordable residential units on the site is 122 dwelling units. Currently there is sufficient capacity for such an increase. Nonresidential solid waste is handled by private contract.

Sanitary Sewer (Policy 901.1.1)
The property will be served by the Big Coppitt Wastewater Treatment Plant. The Big Coppitt Wastewater Treatment Plant has a design capacity of 0.323 MGD. The current average daily flow is 0.130 MGD and therefore the plant has sufficient capacity for the increase in residential development potential associated with the proposed map amendment.

**H. Consistency with the provisions and intent of the Monroe County Year 2010 Comprehensive Plan**

The proposed amendment is consistent with the Goals, Objectives and Policies of the Monroe County Year 2010 Comprehensive Plan. Specifically, the amendment furthers:

**Goal 101**
Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources.

**Objective 101.4**
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 land use (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. Employee housing and commercial apartments are also permitted. In addition, Mixed Use/Commercial land use districts are to establish and conserve areas of mixed uses, which may include maritime industry, light industrial uses, commercial fishing, transient and permanent residential, institutional, public, and commercial retail uses.

This land use category is also intended to allow for the establishment of mixed use development patterns, where appropriate. Various types of residential and non-residential uses may be permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. The County shall continue to take a proactive role in encouraging the maintenance and enhancement of community character and recreational and commercial working waterfronts.

In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:

1. only low intensity commercial uses shall be allowed;
2. a maximum floor area ratio of 0.10 shall apply; and
3. maximum net residential density shall be zero.

**Policy 101.4.21**
The principal purpose of the Commercial (COMM) future land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail; highway-oriented sales and services; commercial recreation; light industrial; public, institutional and office uses may be permitted at intensities which are consistent with the community character and the natural environment. The commercial zoning districts established within this category are intended to serve the immediate vicinity or serve the Upper or Lower subarea. This category is not intended to accommodate transient or permanent residential development.

In order to protect environmentally sensitive lands, the following development controls shall apply to all Tier I lands within this land use category:

1. only low intensity commercial uses shall be allowed; and
2. a maximum floor area ratio of 0.15 shall apply.

**Policy 101.4.22**
Monroe County hereby adopts the following density and intensity standards for the future land use categories, which are shown on the Future Land Use Map and described in Policies 101.4.1 - 101.4.17:

| **Future Land Use Densities and Intensities** | | | |
|---|---|---|---|
| Future Land Use Category And Corresponding Zoning | Allocated Density [(b)] (per acre) | Maximum Net Density [(a)] [(b)(i)] (per buildable acre) | Maximum Intensity (floor area ratio) |
| Commercial (COMM) (C1 and C2 zoning) | 0 du<br>0 rooms/spaces | N/A<br>N/A | 0.15-0.50 |
| Mixed Use/Commercial (MC)[(g)(j)] (SC, UC, DR, RV, MU and MI zoning) | 1-6 du<br>5-15 rooms/spaces<br>1 du (MI zoning) | 2 -18 du<br>10-25 rooms/spaces<br>2 du (MI zoning) | 0.10-0.45 (SC, UC, DR, RV, and MU zoning)<br>0.30-0.60 (MI zoning) |

## I. The 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 post disaster reconstruction plan.
(n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is consistent with the Principles for Guiding Development as a whole.

**J. The proposed amendment is consistent with the 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.

163.3177(6)(a)2., F.S. - The future land use plan and plan amendments shall be based upon surveys, studies, and data regarding the area, as applicable, including:
a. The amount of land required to accommodate anticipated growth.
b. The projected permanent and seasonal population of the area.
c. The character of undeveloped land.
d. The availability of water supplies, public facilities, and services.
e. The need for redevelopment, including the renewal of blighted areas and the elimination of nonconforming uses which are inconsistent with the character of the community.
f. The compatibility of uses on lands adjacent to or closely proximate to military installations.
g. The compatibility of uses on lands adjacent to an airport as defined in s. 330.35 and consistent with s. 333.02.
h. The discouragement of urban sprawl.
i. The need for job creation, capital investment, and economic development that will strengthen and diversify the community's economy.
j. The need to modify land uses and development patterns within antiquated subdivisions.

163.3177(6)(a)8., F.S. - Future land use map amendments shall be based upon the following analyses:

a. An analysis of the availability of facilities and services.
b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.
c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.

163.3178(8)(a), F.S. - A proposed comprehensive plan amendment shall be found in compliance with state coastal high-hazard provisions if:
1. The adopted level of service for out-of-county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale; or
2. A 12-hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or
3. Appropriate mitigation is provided that will satisfy subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation may not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.

163.3194(1)(b), F.S. - All land development regulations enacted or amended shall be consistent with the adopted comprehensive plan, or element or portion thereof, and any land development regulations existing at the time of adoption which are not consistent with the adopted comprehensive plan, or element or portion thereof, shall be amended so as to be consistent. If a local government allows an existing land development regulation which is inconsistent with the most recently adopted comprehensive plan, or element or portion thereof, to remain in effect, the local government shall adopt a schedule for bringing the land development regulation into conformity with the provisions of the most recently adopted comprehensive plan, or element or portion thereof. During the interim period when the provisions of the most recently adopted comprehensive plan, or element or portion thereof, and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order.

## V. PROCESS

Comprehensive Plan Amendments may be proposed by the Board of County Commissioners, the Planning Commission, the Director of Planning, or the owner or other person having a contractual interest in property to be affected by a proposed amendment. The Director of Planning shall review and process applications as they are received and pass them onto the Development Review Committee and the Planning Commission.

The Planning Commission shall hold at least one public hearing. The Planning Commission shall review the application, the reports and recommendations of the Department of Planning & Environmental Resources and the Development Review Committee and the testimony given at the public hearing. The Planning Commission shall submit its recommendations and findings to the Board of County Commissioners (BOCC). The BOCC then 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. The amendment is transmitted to the State Land Planning Agency, which then reviews the proposal and issues an Objections, Recommendations and Comments (ORC) Report. Upon receipt of the ORC report, the County has 180 days to adopt the amendments, adopt the amendments with changes or not adopt the amendments.

## VI. RECOMMENDATION

Staff recommends APPROVAL of the proposed amendment to the Future Land Use Map (FLUM) of the Monroe County Year 2010 Comprehensive Plan from Industrial (I) and Mixed Use/Commercial Fishing (MCF) to Commercial (COMM) and Mixed Use/Commercial (MC) for five (5) parcels located on Rockland Key and Big Coppitt Key, having real estate numbers 00122080.000000, 00122081.000200, 00122010.000000, 00121990.000000, and 00120940.000100; and to create Comprehensive Plan Policy 107.1.6 Big Coppitt Mixed Use Area 1, to provide limitations on development and specific restrictions for the Big Coppitt portion of the site, as described in detail in this staff report (three options described below):

**Option 1 – initial proposed subarea policy:**

- restricting any residential use on the subject property to affordable housing only (with a minimum mix of at least 30% median, at least 30% low, and at least 30% very low income categories);
- eliminating all potential for market rate permanent residential and/or transient uses on the site;
- prohibiting new marinas; prohibiting dredging; prohibiting light industrial uses on the site;
- prohibiting residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and requiring sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours.

**Option 2 – Applicant revision:**

- restricting any residential use on the subject property to affordable housing only (with a minimum mix of at least 5% median, at least 20% of low and very low combined);
- eliminating all potential for market rate permanent residential and/or transient uses on the site;
- prohibiting all potential for nonresidential uses on the site; allowing residential accessory uses;
- prohibiting dredging;
- prohibiting residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and requiring sound attenuation for any habitable buildings located within the [~~70-74 and~~] 65-69 DNL (Day-Night Average Sound Level) noise contours; and
- restricting the use of Puerta Drive for ingress and egress for any development located within the Big Coppitt Mixed Use Area 1

**Option 3- Staff recommended edits to Applicant revision**:

- restricting any residential use on the subject property to affordable housing only (with a minimum mix of at least 10% median, at least 20% of low and very low combined);
- eliminating all potential for market rate permanent residential and/or transient uses on the site;
- prohibiting all potential for nonresidential uses on the site; allowing residential accessory uses;
- prohibiting dredging;
- prohibiting residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and requiring sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours; and

- restricting the use of Puerta Drive for ingress and egress for any development located within the Big Coppitt Mixed Use Area 1

The FLUM amendment with the subarea restrictions would increase the site's potential for residential development (limited to affordable housing units) by 122 dwelling units [max potential of 213 du]. The amendment would serve to relocate these potential units to the lowest noise level areas on the subject properties and include measures to achieve noise level reductions of 25-30 decibels as recommended by the Navy's AICUZ Land-Use Compatibility Recommendations. Although these potential dwelling units would require ROGO allocations, the County has an excess of ROGO allocations specifically designated for affordable dwelling units and currently factored into hurricane evacuation time modeling. The proposed amendment also reduces the nonresidential development potential by approximately 474,710 square feet; The proposed amendment would also decrease the maximum potential trip generation by 7,933 vehicle trips per day.

## VI. EXHIBITS

1. Planning Commission Resolution P39-14
2. BOCC Resolution #375-2014
3. County response to ORC and ORC Report received March 23, 2015
4. Excerpts from Monroe County Year 2030 Technical Document
5. 2015 Workforce Housing Stakeholder Assessment Report
6. Key West Affordable Housing White Paper
7. Corresponding proposed LUD map amendment
8. Map series showing potential sites for large scale affordable housing development; location of existing affordable housing and CHHA boundaries
9. Trip generation analysis
10. Proposed FLUM amendment
11. Proposed Subarea Policy

**Exhibit 1 to Staff Report**
**Resolution P39-14**

**MONROE COUNTY, FLORIDA**
**PLANNING COMMISSION RESOLUTION NO. P39-14**

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION RECOMMENDING APPROVAL OF AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE FUTURE LAND USE MAP OF THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN FROM INDUSTRIAL (I) TO COMMERCIAL (COMM) FOR PROPERTY LOCATED AT APPROXIMATE MILE MARKER 9, LEGALLY 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) FOR PROPERTY LOCATED AT APPROXIMATE MILE MARKER 9, LEGALLY 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 00120940-000000

---

**WHEREAS,** an application was filed by Rockland Operations, LLC and Rockland Commercial Center, Inc. on May 18, 2012 to amend the Future Land Use Map designation from Industrial (I) to Commercial (COMM) and from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial (MC) for property legally described as parcels of land within Section 21, Township 67 South, Range 26 East, on Rockland and Big Coppitt Keys, Monroe County Florida, having real estate numbers 00122080-000000, 00122081-000200, 00122010-000000, 00121990-000000 and 00120940-000000; and

**WHEREAS,** the Monroe County Development Review Committee (DRC) considered the proposed amendment at a regularly scheduled meeting held on the 29th day of April, 2014; and

**WHEREAS,** at a regularly scheduled meeting held on the 27th day of August, 2014, the Monroe County Planning Commission held a public hearing for the purpose of considering the transmittal to the State Land Planning Agency, for review and comment, a proposed amendment to the Future Land Use Map of the Monroe County Year 2010 Comprehensive Plan; and

**WHEREAS,** the Planning Commission review and discussion of the proposed FLUM amendment was based upon the proposed FLUM amendment and the Staff Report submitted to the Planning Commission; and

**WHEREAS,** the Monroe County Planning Commission makes 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; and
4. 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
5. The proposed amendment is consistent with Part II of Chapter 163, Florida Statute.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA:**

**Section 1.** The Monroe County Planning Commission recommends the Future Land Use Map of the Monroe County Year 2010 Comprehensive Plan be amended as follows:

The property legally described as four parcels of land within Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County Florida, having real estate numbers 00122080-000000, 00122081-000200, 00122010-000000, and 00121990-000000 is changed from Industrial (I) to Commercial (COMM) and the property legally described as a parcel of land within Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County Florida, having real estate number 00120940-000000 is changed from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial (MC), as shown on Exhibit 1 attached hereto and incorporated herein.

**PASSED AND RECOMMENDED FOR ADOPTION** by the Monroe County Planning Commission at a regular meeting held on the 27th day of August, 2014.

| | |
|---|---|
| Chair Wiatt | ____ |
| Commissioner Hale | ____ |
| Commissioner Lustburg | ____ |
| Commissioner Miller | ____ |
| Commissioner Werling | ____ |

**PLANNING COMMISSION OF MONROE COUNTY, FLORIDA**

By _____

William Wiatt, Chair

Signed this 19th day of Nov., 2014

Monroe County Planning Commission Attorney
Approved As To Form

_____

Date: 11/19/2014

FILED WITH THE

NOV 19 2014

AGENCY CLERK

**Exhibit 2 to Staff Report**
**Resolution #375-2014**

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION NO. 375 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 FUTURE LAND USE MAP OF THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN 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) 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.**

---

**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 THERFORE, 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 text 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 George Neugent | Yes |
| Commissioner David Rice | Yes |
| Commissioner Sylvia Murphy | Yes |

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

BY _____

Mayor Danny L. Kolhage

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 11/20/14

(SEAL)

ATTEST: Amy Heavilin, Clerk

_____

Deputy Clerk

**ORDINANCE NO. -2014**

**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) 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.; 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 FUTURE LAND USE MAP; PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, Rockland Operations, LLC and Rockland Commercial Center, Inc. submitted an application for a Future Land Use Map amendment from Industrial (I) to Commercial (COMM) and from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial (MC); and

**WHEREAS**, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 29th day of April, 2014; and

**WHEREAS,** the Monroe County Planning Commission held a public hearing on the 27th day of August, 2014, for review and recommendation on the proposed Future Land Use Map amendment; 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; and

4. 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

5. The proposed amendment is consistent with Part II of Chapter 163, Florida Statute.

**WHEREAS**, the Monroe County Planning Commission passed Resolution No. P39-14 recommending transmittal of the proposed amendment; and

**WHEREAS**, at a regular meeting held on the 10th day of December, 2014, 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 December 10, 2014, public hearing, the BOCC voted to transmit 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 on _____, 2015, which did not identify any issues with the proposed amendment; and

**WHEREAS**, the ORC report states_____ and as a response to the ORC Report, Monroe County _____.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

**Section 1.** The Future Land Use Map (FLUM) for the Year 2010 Comprehensive Plan is hereby amended as follows:

The property described as four parcels of land on Rockland Key, having Real Estate Numbers 00122080-000000, 00122081-000200, 00122010-000000, and 00121990-000000 from Industrial (I) to Commercial (COMM), and a parcel of land on Big Coppitt Key, having real estate number 00120940-000000 from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed

Use/Commercial (MC), as shown on Exhibit 1; which is 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 with Chapter 163, Florida Statutes and after any applicable challenges have been resolved.

**Section 6.** **Inclusion in the Comprehensive Plan.** The Future Land Use Map amendment shall be incorporated in the Future Land Use Map of 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 _____ 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

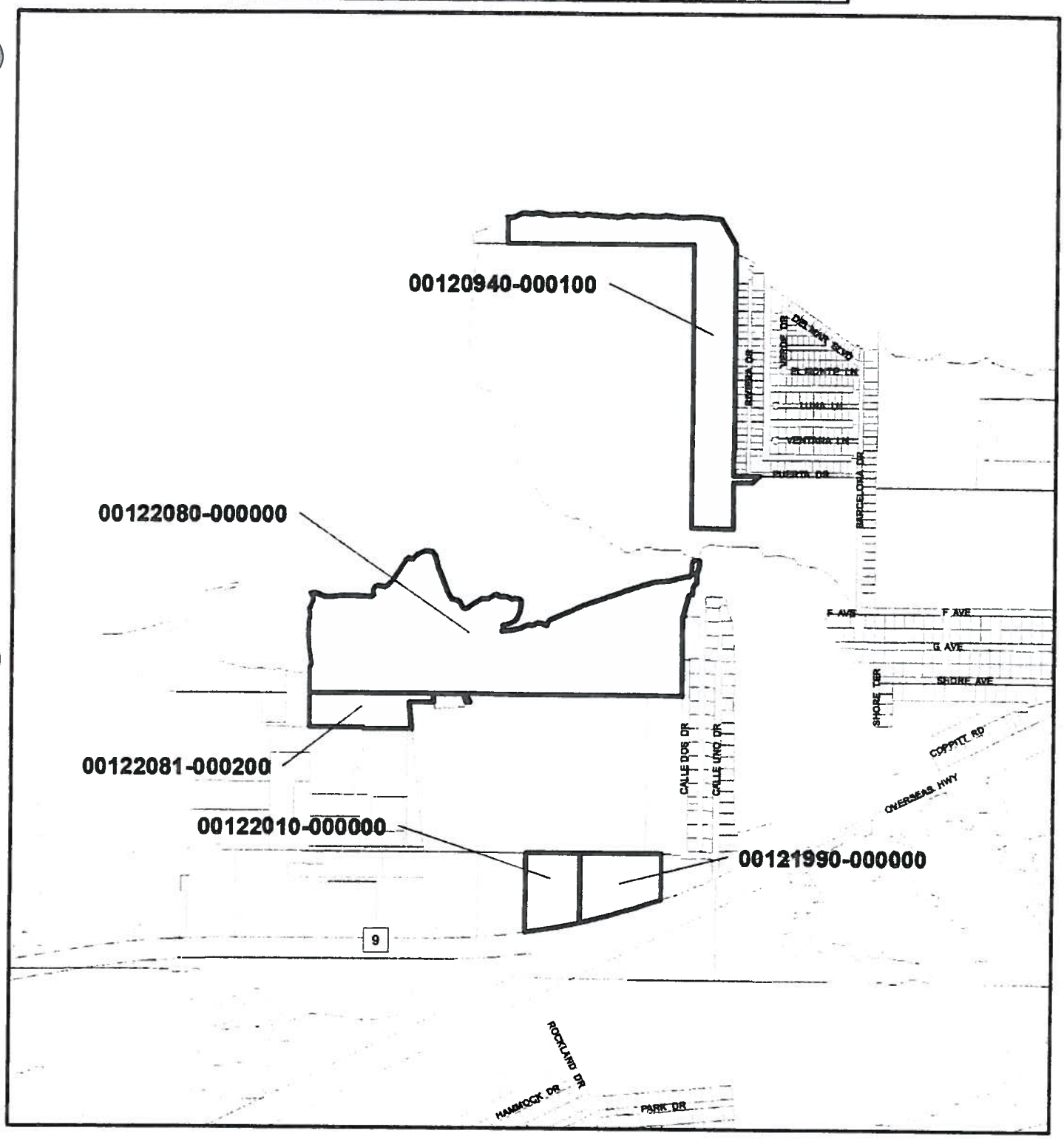
(SEAL)

ATTEST: AMY HEAVILIN, CLERK

_____
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 11/20/14

# Exhibit 1 to Ordinance# -2014




**The Monroe County Future Land Use Map is amended as indicated above.**

Proposal: Future Land Use change of five parcels of land on Big Coppitt Key having Real Estate Numbers: 00120940-000100, 00122080-000000, 00122081-000200, 00122010-000000 and 00121990-000000 from Industrial (I) toCommercial (COMM) and Mixed Use/Commercial (MC).

**Monroe County Response to DEO ORC**

**The Department of Economic Opportunity had the following objections and comments to the proposed FLUM (map) amendment** (shown in blue throughout this report):

**Objection:** Resolution 375-2014 proposes to amend the future land use map for five parcels on Rockland Key totaling 44.42 acres. The County proposes to change the land use designation on four of the parcels from Industrial to Commercial. The Commercial designation does not allow for residential and the Department has no objections for this portion of the amendment. However, the fifth parcel (RE# 00120940-000100) is 14.83 acres and proposes to amendment the land use designation from Industrial (12.33 acres) and Mixed Use/Commercial Fishing (2.5 acres) to Mixed Use Commercial for a total of 14.83 acres. The potential increase in residential development potential is 27 dwelling units or 221 rooms and a reduction of 204,013 square feet of nonresidential. The potential increase on the 14.83 acre parcel is 56 dwelling units or 221 rooms and a reduction of 75,119 square feet of nonresidential.

To address this DEO objection, the applicant and County developed a sub-area policy that further limits development on the Big Coppitt portion of the amendment. The proposed Comprehensive Plan text amendment creating a subarea policy for the Big Coppitt portion of the property, which accompanies the FLUM amendment, restricts the residential uses on the subject property to only affordable housing; eliminates all market rate permanent residential and/or transient uses on the subject property; prohibits new nonresidential uses on the subject property; prohibits residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and requires sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours.

The development potential with the proposed subarea policy is provided below (note no market rate or transient units or nonresidential uses would be permitted on Big Coppitt parcel):

| **Big Coppitt portion of property** | | | |
|---|---|---|---|
| **Existing FLUM** | **Type** | **Adopted Standards** | **Development Potential** |
| **Mixed Use /Commercial Fishing (MCF)**<br><br>**2.50 acres (108,900 SF)** | Residential Allocated Density | Approx. 3 – 8 du | Approx. 7 – 20 du |
| | Residential Max Net Density | 12 du/buildable acre | 24 du |
| | Transient Allocated Density | 0 rooms/spaces/acre | 0 rooms/spaces |
| | Nonresidential Maximum Intensity | 0.25-0.40 FAR | 27,225 – 43,560 SF |
| **Industrial (I)**<br><br>**12.33 acres (537,094 SF)** | Residential Allocated Density | 1 du | 12.3 du |
| | Residential Max Net Density | 2 du/buildable acre | 19.7 du |
| | Transient Allocated Density | 0 rooms/spaces/acre | 0 rooms/spaces |
| | Nonresidential Maximum Intensity | 0.25-0.60 FAR | 134,273 – 322,256 SF |
| **Existing Big Coppitt Subtotal**<br><br>**14.83 acres (645,994 SF)** | Residential Allocated Density | | **Approx. 19.3 – 32.3 du** |
| | Residential Max Net Density | | **43.7 du** |
| | Transient Allocated Density | | **0 rooms/spaces** |
| | Nonresidential Maximum Intensity | | **161,498 – 365,816 SF** |

| Proposed FLUM | Type | Adopted Standards | Development Potential |
|---|---|---|---|
| **Mixed Use/ Commercial (MC)**<br><br>**14.83 acres (645,994 SF)** | Residential Allocated Density | 1-6 du/acre | ~~**14.8 – 89.0 du***~~<br>*0 market rate*** |
| | Residential Max Net Density | 2-18 du/buildable acre | **23.7 – 213.6 du*** |
| | Transient Allocated Density | 5-15 rooms/spaces/acre | ~~**74.2 – 222.5 rooms/spaces***~~<br>*0 transient ** |
| | Nonresidential Maximum Intensity | 0.10-0.45 FAR | ~~**64,599 – 290,697 SF**~~<br>*0 SF*** |
| **Rockland Key portion of property** | | | |
| **Existing FLUM** | **Type** | **Adopted Standards** | **Development Potential** |
| **Industrial (I)**<br><br>**29.59 acres (1,288,940 SF)** | Residential Allocated Density | 1 du | **29.6 du** |
| | Residential Max Net Density | 2 du/buildable acre | **47.3 du** |
| | Transient Allocated Density | 0 rooms/spaces/acre | **0 rooms/spaces** |
| | Nonresidential Maximum Intensity | 0.25-0.60 FAR | **322,235 – 773,364 SF** |
| **Proposed FLUM** | **Type** | **Adopted Standards** | **Development Potential** |
| **Commercial (COMM)**<br><br>**29.59 acres (1,288,940 SF)** | Residential Allocated Density | 0 du/acre | **0 du** |
| | Residential Max Net Density | 0 du/buildable acre | **0 du** |
| | Transient Allocated Density | 0 rooms/spaces/acre | **0 rooms/spaces** |
| | Nonresidential Maximum Intensity | 0.15-0.50 FAR | **193,341 – 644,470 SF** |

| **Total Site Development Potential** | | | |
|---|---|---|---|
| **Existing FLUM Total**<br><br>**44.42 acres (1,925,787 SF)** | Residential Allocated Density | | **48.9 – 61.9 du** |
| | Residential Max Net Density | | **91 du** |
| | Transient Allocated Density | | **0 rooms/spaces** |
| | Nonresidential Maximum Intensity | | **483,733 – 1,139,180 SF** |
| **Proposed FLUM Total**<br><br>**44.42 acres (1,925,787 SF)** | Residential Allocated Density | | ~~**14.8 – 89.0 du***~~<br>*0 market rate*** |
| | Residential Max Net Density | | **23.7 – 213.6 du*** |
| | Transient Allocated Density | | ~~**74.2 – 222.5 rooms/spaces***~~<br>*0 transient ** |
| | Nonresidential Maximum Intensity | | ~~**257,940 – 935,167 SF**~~<br>*193,341 – 644,470 SF*** |
| **Net Change in Development Potential Total Site** | **Total Site**<br>**Residential (allocated): +27.1 du***<br>**Residential (max net): +122.6 du***<br>**Transient: +222.5 rooms/spaces***<br>**Nonresidential: (-204,013) SF** | | **Total Site**<br>**with Proposed Subarea Policy**<br>**Market Rate Residential: ~~(-61.9)~~*, 0 du ****<br>**Affordable Residential (max net): +122.6 du***<br>**Transient: ~~no change~~*, 0 transient ****<br>**Nonresidential: ~~(-240,013)~~ (-474,710**) SF** |

<table>
<tr><td rowspan="2">Net Change in Development Potential based on Key</td><td>Big Coppitt portion: MCF and I to MC<br>Residential (allocated): +56.7 du*<br>Residential (max net): +169.9 du*<br>Transient: +222.5 rooms/spaces*<br>Nonresidential: (-75,119) SF</td><td>Big Coppitt portion: MCF and I to MC<br>with Proposed Subarea Policy<br>Market Rate Residential: (~~32.3~~)*, 0 du **<br>Affordable Residential (max net): +169.9 du*<br>Transient: ~~no change~~* 0 transient **<br>Nonresidential: (~~-75,119~~) (-290,697**) SF</td></tr>
<tr><td colspan="2">Rockland Key portion: I to COMM<br>Residential (allocated): (-29.6) du<br>Residential (max net): (-47.3) du<br>Transient: no change<br>Nonresidential: (-128,894) SF</td></tr>
<tr><td colspan="3">*Based on the initial proposed Comprehensive Plan text amendment which will accompany the corresponding FLUM amendment, a subarea policy for the Big Coppitt portion of the property will restrict any residential use on the subject property to only affordable housing; eliminate all potential for market rate permanent residential and/or transient uses on the site; prohibit new marinas; prohibit dredging; prohibit light industrial uses on the site; prohibit residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and require sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours.<br><br>**Applicant's proposed revision to the subarea policy eliminates all potential for nonresidential uses, market rate and transient residential uses.<br><br>Note: The above table provides an approximation of the development potential for residential, transient and commercial development. Please note, Section 130-156 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.</td></tr>
</table>

The entire amendment lies within the Military Installation Area of Impact (MIAI). The fifth parcel is within the 65-69 Day–Night Average Noise Level (DNL). Comprehensive Plan policy 108.2.6 adopts MIAI Land Use Table. The table contains "permitted uses allowed", "allowed with restrictions", "uses generally incompatible (allowed with exceptions)", and "uses not compatible and should be prohibited" for each DNL category. Within the 65-69 DNL, residential uses are listed as "uses generally incompatible (allowed with exceptions)" Some uses are allowed with restrictions. A note for this category states:

***Uses Generally Incompatible (allowed with exceptions). The land use and related structures are generally incompatible.*

***Note 1***

*a) Although local conditions regarding the need for housing may require residential use in these Zones, residential use is discouraged in DNL 65-69 and strongly discouraged in DNL 70-74. The absence of viable alternative development options should be determined and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these Zones.*

*N/A - this FLUM application was submitted (May 18, 2012) prior to effective date (July 19, 2012) of Military Installation Area of Impact (MIAI) policies. Policy 108.2.6 specifically states: "For any application received after the effective date of this policy, within the MIAI overlay, Monroe County will not approve NEW land uses, as demonstrated on the MIAI Land Use Table (permitted uses shown in Column #2), through a Future Land Use Map, Text, overlay or LUD map amendment.*

On May 22, 2012, the County adopted amendments to the Comprehensive Plan to address military compatibility criteria (Ord 012-2012). These Comp Plan amendments require applicants for FLUM amendments within the MIAI received after the effective date of the policies (July 19, 2012) to be subject to additional coordination and restrictions, including a supplemental noise study, if the property is within a noise zone greater than 65 DNL. The initial application for the proposed FLUM amendment was received on May 18, 2012, prior to the effective date of the adopted Military Compatibility Policies; therefore, these policies do not apply to this FLUM amendment request and it does not trigger any of the additional noise study requirements.

The Navy issued the Record of Decision on October 31, 2013, for the Final Environmental Impact Statement (EIS) for Naval Air Station Key West Airfield Operations. In the Final EIS, the Navy approved "Alternative 2" as the preferred alternative, and the associated noise contours. The results of the EIS analysis produced a map of contours of the noise environment from NAS Key West airfield operations which identifies the subject properties within the 65-69 DNL, 70-74 DNL and 75-79 DNL. According to the *Navy's AICUZ Land-Use Compatibility Recommendations*, residential uses are discouraged in the 65-69 DNL (and strongly discouraged in the 70-74 DNL) and are recommended to be located in other areas unless a study is undertaken identifying the need for housing. Where a need is identified by the community, then measures to achieve an outdoor to indoor noise level reduction of at least 25 decibels should be incorporated. Normal construction is expected to provide a noise level reduction of 20 decibels.

The proposed FLUM amendment along with the restrictions in the proposed subarea policy would eliminate all potential residential uses on property located in the 75-79 DNL and 70-74 DNL, directing potential future affordable housing residential uses onto property located within the 65-69 DNL and requiring sound attenuation for all habitable buildings within the 65-69 DNL and 70-74 DNL.

Further, Monroe County has undertaken numerous studies, including its most recent Evaluation and Appraisal Report and the 2015 Workforce Housing Stakeholder Assessment Report (see Exhibit 5 to staff report), which identifies the need for affordable housing in the Florida Keys, including that 51% of the households are cost burdened and that by 2030 the need for affordable housing will increase to 62.4% of the permanent resident households. Key West also produced a White Paper on Affordable Housing Needs Solution, dated September 14, 2015 (see Exhibit 6 to staff report), which identifies a need of at least 6,500 units and that 77% of all households in Key West are cost burdened. There is a general unmet affordable housing need throughout unincorporated Monroe County, with a more prominent need and demand for affordable workforce housing in the lower Keys. Prohibiting development on the subject parcel would eliminate a large tract of scarified land as a possible location for critically needed affordable housing.

***Note: There was a recent article in the Citizen, interviewing NASKW officials about the need for affordable housing for their workforce. Article attached at the end of this document.***

Again, the subarea policy for the Big Coppitt portion of the property, accompanying the FLUM amendment, will restrict any residential use on the subject property to only affordable housing; eliminate all potential for market rate permanent residential and/or transient uses on the site; prohibit all nonresidential uses on the site; prohibit dredging; prohibit residential buildings in the 70-74 DNL (Day-

Night Average Sound Level) noise contour; and require sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours.

The applicant makes the argument that housing in Monroe County is in short supply, the cost of that housing is too high and therefore, this amendment adds to the available affordable housing by re-designating 14.83 acres to mixed use which can accommodate a multi-family affordable housing development project of significant size. However, there is nothing in the amendment which provides assurance that any future residential development on this property will be for affordable housing. In fact, the proposed designation of Mixed Use Commercial would allow a total of 69 dwelling units or 221 hotel rooms.

As stated previously, the applicant has prepared a Comp Plan text amendment in response to the ORC, establishing a subarea policy for the Big Coppitt portion of the property restricting any residential use on the subject property to only affordable housing.

Monroe County has undertaken numerous studies, including its most recent Evaluation and Appraisal Report, and the 2015 Workforce Housing Stakeholder Assessment Report (see Exhibit 5 to staff report), which identifies the need for affordable housing in the Florida Keys, including that 51% of the households

are cost burdened and that by 2030 the need for affordable housing will increase to 62.4% of the permanent resident households. Key West also produced a White Paper on Affordable Housing Needs Solution (see Exhibit 6 to staff report), which identifies a need of at least 6,500 units and that 77% of all households in Key West are cost burdened.

The proposed FLUM amendment could assist in addressing the need for affordable housing as the subarea policy restricts the subject property to only affordable housing. As can be seen in the maps attached to the staff report (Exhibit 8*), there are limited locations in the Lower Keys for potential larger scale affordable housing developments. Moreover, the parcel proposed for an increase in potential density is nearly entirely within the 65-69 DNL and adjacent to an existing, developed residential subdivision within the Residential High future land use designation. The amendment to a Mixed Use/Commercial designation would allow a variety of affordable residential uses adjacent to a residential neighborhood.

**note, maps in Exhibit 8 identify NASKW noise contours, Tier III, CHHA, existing affordable housing, properties with land use designations that provide density bonuses for affordable housing development, and private-vacant properties greater than 1 acre that are designated as Tier III which may be potential sites for affordable housing. It should be noted that the majority of the land in the Florida Keys is within the CHHA and that the majority of existing affordable housing is located within the CHHA. Further, there are limited locations outside of the CHAA, particularly in the Lower Keys; and there are limited locations in the Lower Keys for potential larger scale affordable housing developments.*

The initial applicant proposed text amendment to the Monroe County Year 2010 Comprehensive Plan reads:

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least 30% median, at least 30% low, and at least 30% very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. There shall be no market rate or transient residential units.
3. There shall be no new marinas.
4. There shall be no dredging.
5. There shall be no light industrial uses.
6. All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.
7. No residential buildings shall be located within the 70-74 DNL.
8. All habitable buildings located within the 70-74 DNL noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 30 decibels.

The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:....

On January 11, 2016, the applicant provided a revised subarea proposal indicating an alternative for the mix of affordable housing income categories and included other amendments in an effort to address concerns from the surrounding community members. The *revised* applicant proposed text amendment to the Monroe County Year 2010 Comprehensive Plan reads:

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least ~~30~~**5%** median~~.~~ **and** at least **a** ~~30~~**20% combination of** low~~, and at least 30%~~ very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. **There shall be no nonresidential uses. Accessory uses to the residential development, such as a club house or recreational activities are permitted.**
3. There shall be no market rate or transient residential units.

~~**4. There shall be no new marinas.**~~

4.~~5.~~ There shall be no dredging.

~~**5. There shall be no light industrial uses.**~~

5.~~6.~~ All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.

6.~~7.~~ No residential buildings shall be located within the 70-74 DNL.

**7. Any development located within the Big Coppitt Mixed Use Area 1 shall not utilize Puerta Drive for ingress and egress.**

~~**8. All habitable buildings located within the 70-74 DNL noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 30 decibels.**~~

Based upon the applicant's concern of obtaining financing to develop an affordable housing project with a majority of the units as the lower income categories and the surrounding community members expressed concern with having a large composition of the lower income categories adjacent to their neighborhood, staff recommends a few edits to the applicant's proposal. Staff recommends, in an effort to provide for the existing workforce, an increase of the proposed median income category (highest income group of the lower income groups) to provide for a little more mix in affordable housing income categories. The suggestion would result in a mix of 10% median, 20% low and very low combined and 70% moderate income categories. Staff also recommends maintaining provision #8 of the subarea policy to ensure the proposal is consistent with the Navy Air Installation Compatibility Use Zones ("AICUZ") Land-Use Compatibility Recommendations and that potential habitat accessory structures are also sound attenuated.

Staff recommendation:

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least ~~30~~**10%** median, **and** at least **a** ~~30~~**20% combination of** low, ~~and at least 30%~~ very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. **There shall be no nonresidential uses. Accessory uses to the residential development, such as a club house or recreational facilities are permitted.**
3. There shall be no market rate or transient residential units.
4. ~~**There shall be no new marinas.**~~
4.~~5.~~ There shall be no dredging.
~~**5. There shall be no light industrial uses.**~~
5.~~6.~~ All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.
6.~~7.~~ No residential buildings shall be located within the 70-74 DNL.
7. **Any development located within the Big Coppitt Mixed Use Area 1 shall not utilize Puerta Drive for ingress and egress.**
8. All habitable buildings located within the 70-74 DNL noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 30 decibels.

The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:....

**All three options for the proposed subarea policy are included in the ordinance for the BOCC's consideration, direction and decision on the proposed amendment.**

Monroe County future land use map contains a potential buildout of 10,258 dwelling units on the available vacant lands, of these units 51% (5,289 units of density) are located in the lower keys. There may be a shortage of available housing, but there is no shortage of vacant lots with density for housing. Based on data submitted by the County, the County has 8,168 vacant parcels and 1,970 building permit allocations which leaves a deficit of allocations of 6,198 parcels. The County failed to establish that in the absence of viable alternative development, that a demonstrated community need for the residential use would not be met if development were prohibited in these Zones.

While the County projects a balance of 6,198 privately held vacant parcels at risk of not obtaining permits in the future after the ten-year allocation (1,970), affordable housing allocations are limited to only Tier III designated parcels. Tier III parcels are estimated at 3,301 privately held vacant parcels – see table below. These Tier III parcels would need to be further evaluated for development constraints such as submerged lands, upland habitat, clear zones, noise zones greater than 65-69 DNL, etc.

| TIER | NUMBER OF VACANT PARCELS |
|---|---|
| No Tier (ORCA, etc.) | 235 |
| Tier I | 3,979 |
| Tier II | 393 |
| Tier III-A | 260 |
| Tier III | 3,301 |
| **TOTAL** | **8,168*** |
| **TOTAL ALLOCATIONS** | **1,970** |
| **POTENTIAL LIABILITY** | **6,198*** |

As can be seen in the maps attached to the staff report as Exhibit 8, there are limited locations in the Lower Keys for potential larger scale affordable housing developments. Note, the maps in Exhibit 8 identify NASKW noise contours, Tier III, CHHA, existing affordable housing, properties with land use designations that provide density bonuses for affordable housing development, and private-vacant properties greater than 1 acre that are designated as Tier III which may be potential sites for affordable housing. It should be noted that the majority of the land in the Florida Keys is within the CHHA and that the majority of existing affordable housing is located within the CHHA. Further, there are limited locations outside of the CHAA, particularly in the Lower Keys; and there are limited locations in the Lower Keys for potential larger scale affordable housing developments.

Prohibiting development on the subject parcel would eliminate a large tract of scarified land as a possible location for critically needed affordable housing. The amendment to a Mixed Use/Commercial designation and the subarea policy would allow for affordable residential uses adjacent to a residential neighborhood (with a Residential High future land use designation).

As noted previously, the proposed FLUM amendment along with the restrictions in the proposed subarea policy would result in a potential increase of up to 122 affordable residential dwelling units. The proposed subarea policy would also prohibit residential buildings within the 70-74 DNL. The proposed amendment would therefore serve to move any potential residential units completely out of both the 70-74 DNL and 75-79 DNL, in accordance with NASKW compatibility recommendations. All potential residential development would be relocated to the 65-69 DNL, which is the lowest noise level on the subject properties, and sound attenuated to achieve an outdoor to indoor Noise Level Reduction of at least 25 decibels which meets the recommends from the Navy's AICUZ Land-Use Compatibility Recommendations. The additional information provided in this ORC response and staff report for the amendment establishes that there is an absence of viable alternative development options. Further the attached reports demonstrate a community need for affordable housing.

***Note: There was a recent article in the Citizen, interviewing NASKW officials about the need for affordable housing for their workforce. Article attached at the end of this document.***

Although the proposed FLUM amendment and subarea policy would result in an increase in potential affordable housing development of 122 dwelling units [maximum potential of 213du], the County has a bank of approx. 200 unused affordable housing allocations from past ROGO years available for new

affordable dwelling units, as well as 710 additional affordable housing allocations as provided by the State (710 of the 1,970 allocations over the next 10 years are to be used for affordable housing). Therefore, the potential increase of 122 new residential units [maximum potential of 213du], is not expected to cause the staged evacuation times to exceed the 24-hour limit.

**Previous Agreement** - The land has been mined extensively and contain haul roads and bridges between dredged pools. There is an executed settlement agreement which requires a restored littoral zone and a setback 150 feet from the water line of the dredged pool on the portion of the fifth parcel that runs north/south. These reclamation requirements may be impediments to the proposed uses. Additional dialogue needs to occur between the legal sections of Monroe County and the Department of Economic Opportunity regarding the effect of the agreement.

*N/A – County is not a party to the agreement and does not have involvement nor enforcement of the agreement.*

*1991 agreement between Tarmac Florida, Inc., C.T.B., Inc., and DCA (Case No. 90-923).*

**Site Suitability** - The portion of the fifth parcel which extends east/west has an elevation that ranges from -2 to 2 feet while the portion of the property which extends north/south has an elevation as high as 4 feet. The east/west portion of the fifth parcel is located in the Velocity Zone (VE) with required elevations for future development ranging from 12-16 feet. That portion of the property is also in Coastal Barrier Resource System (CBRS) "Otherwise Protected Area" (OPA). The CBRS Buffer Zone extends even further south. Federal flood insurance is not available in the OPA for structures that are newly built or substantially improved on or after November 16, 1991. The fifth parcel is also entirely within the Coastal High Hazard Area (CHHA) and therefore inconsistent with Monroe County comprehensive plan policy 101.14.1, which states, "Monroe County shall discourage developments proposed within the Coastal High Hazard Area (CHHA)."

As discussed throughout the staff report, the proposed FLUM amendment would change the types of uses permitted on the property (for example, changing from heavy industrial uses to residential uses) and would change the maximum potential density ranges on the property. The proposed FLUM amendment (and its associated zoning amendment) is one step in the pursuit of developing the property, as the map amendments do not approve any site plans, building permits or floodplain development permits, and do not provide any County Rate of Growth Ordinance (ROGO) allocations.

Additionally, the proposed FLUM amendment, with the subarea, does not affect the floodplain regulations for the subject property. It does not waive nor reduce any floodplain requirements for any potential future development on the subject parcel(s). At the time the property owner applies for development permits, the owner/developer will be required to meet all floodplain regulations in the Monroe County Land Development Code (Chapter 122) and the Florida Building Code (FBC) as well as FEMA guidance, etc.

Monroe County Comp Plan includes Policy 101.14.1 which "discourage[s] developments proposed within the Coastal High Hazard Area" but does not prohibit development in the Coastal High Hazard Area. As can be seen in the maps (Exhibit 8) attached to the staff report: almost the entirety of the Florida Keys is within the CHAA; the majority of the existing development is within the CHHA; the majority of the existing affordable housing is within the CHHA (except some portions in the Upper Keys); there are limited properties/locations outside of the CHAA, particularly in the Lower Keys; and there are limited locations in the Lower Keys for potential larger scale affordable housing developments.

Further, Florida Statutes also do not prohibit development in the CHHA.

> ***Section 163.3178(8) a) A proposed comprehensive plan amendment shall be found in compliance with state coastal high-hazard provisions if:***
> ***1. The adopted level of service for out-of-county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale; or***
> *2. A 12-hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or*
> *3. Appropriate mitigation is provided that will satisfy subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation may not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.*
> *(b) For those local governments that have not established a level of service for out-of-county hurricane evacuation by July 1, 2008, by following the process in paragraph (a), the level of service shall be no greater than 16 hours for a category 5 storm event as measured on the Saffir-Simpson scale.*
> *(c) This subsection shall become effective immediately and shall apply to all local governments. No later than July 1, 2008, local governments shall amend their future land use map and coastal management element to include the new definition of coastal high-hazard area and to depict the coastal high-hazard area on the future land use map.*

Monroe County Rule 28-20.140, F.A.C., includes Work Program tasks requiring hurricane evacuation clearance time analyses and a Memorandum of Understanding (MOU), with the Division of Emergency Management, Monroe County, City of Marathon, Village of Islamorada, City of Key West, City of Key Colony Beach, and City of Layton regarding hurricane evacuation.

The County and the other jurisdictions in the Keys regulate new residential growth through a permit allocation system. The basis for the permit allocation rate and distribution is the ability to maintain a 24-hour evacuation clearance time. Monroe County has created a staged evacuation process wherein mobile home residents, transient units and military personnel are required to evacuate prior to all other residential properties. Based upon recent hurricane evacuation clearance time model runs and the resulting the Memorandum of Understanding with the Department of Emergency Management, Department of Economic Opportunity the incorporated jurisdictions and the County (establishing maximum build-out from the Work Program), the County received 1,970 allocations over the next 10 years. With this 10 year allocation (1,970 units), the residential evacuation time is projected to be at the 24-hour evacuation time limitation.

Although the proposed FLUM amendment and subarea policy would result in an increase in potential affordable housing development of 122 dwelling units[maximum potential of 213du], the County has a bank of approx. 200 unused affordable housing allocations from past ROGO years available for new affordable dwelling units, as well as 710 additional affordable housing allocations as provided by the State (710 of the 1,970 allocations over the next 10 years are to be used for affordable housing). Therefore, the potential increase of 122 new residential units is within our ROGO allocation limit (1,970 total) and is not expected to cause the staged evacuation times to exceed the 24-hour limit.

Further, the Coastal Barrier Improvement Act (CBRS) does not directly prevent or regulate development, it simply removes the federal incentive (prohibits federal expenditures and financial assistance, including federal flood insurance) for development on designated coastal barriers. The CBRS contains two types of units, System Units and Otherwise Protected Areas (OPAs). The County's definition in the Code applies only to the 15 System Units; the County does not have policies or regulations for OPAs. OPAs are denoted with a "P" at the end of the unit number (e.g., FL- 48P).

The fifth parcel is very narrow and development of the area adjacent to the mine pools could have negative water quality impacts on the tidally influenced mining pool and is inconsistent with the Principles for Guiding Development in the Florida Keys Area.

N/A – site planning comment. The proposed the map amendment and subarea policy do not approve any site plans and/or permits.

The proposed FLUM amendment does not affect the stormwater regulations for the subject property. It does not waive nor reduce any stormwater requirements for any potential future development on the subject parcel(s). At the time the owner applies for development permits, they will be required to meet all stormwater regulations in the Monroe County Land Development Code (Chapter 114).

See Comp Plan Drainage Policies – level of service at the time a development permit is issued:

> **Objective 101.9** Monroe County shall provide for drainage and stormwater management so as to protect real and personal property and to protect and improve water quality.
>
> **Policy 101.9.1** Upon adoption of the Comprehensive Plan, Monroe County shall adopt and implement the level of service standards for stormwater management established in Drainage Policy 1001.1.1. *These level of service standards ensure that at the time a development permit is issued, adequate stormwater management facilities are available to support the development concurrent with the impacts of such development.* (See Drainage Objective 1001.1 and related policies.)
>
> **GOAL 1001** Monroe County shall provide a stormwater management system which protects real and personal properties, and which promotes and protects ground and nearshore water quality.
>
> **Objective 1001.1** Monroe County shall ensure *that at the time a development permit is issued, adequate stormwater management facilities are available to support the development at the adopted level of service standards concurrent with the impacts of such development.*
>
> **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.

Authority: Sections 163.3177(2); 163.3177 (4)(a); 163.3177(6)(a)1.f.; 163.3178 (2)(b); 380.0552(7)(a), (b), (e), (h) Florida Statutes (F.S.)

Recommendations: Do not adopt the proposed amendment. Revise the amendment to allow uses other than residential. Coordinate with Department staff to evaluate the effect of the restoration plans included in the Stipulated Settlement Agreement for the fifth parcel.

Authority: Sections 163.3177(2); 163.3177 (4)(a); 163.3177(6)(a)1.f.; 163.3178 (2)(b); 380.0552(7)(a), (b), (e), (h) Florida Statutes (F.S.)

**163.3177(2)** - Coordination of the several elements of the local comprehensive plan shall be a major objective of the planning process. The several elements of the comprehensive plan shall be consistent. Where data is relevant to several elements, consistent data shall be used, including population estimates and projections unless alternative data can be justified for a plan amendment through new supporting data and analysis. Each map depicting future conditions must reflect the principles, guidelines, and standards within all elements, and each such map must be contained within the comprehensive plan.

**163.3177 (4)(a)** - Coordination of the local comprehensive plan with the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region; with the appropriate water management district's regional water supply plans approved pursuant to s. 373.709; and with adopted rules pertaining to designated areas of critical state concern shall be a major objective of the local comprehensive planning process. To that end, in the preparation of a comprehensive plan or element thereof, and in the comprehensive plan or element as adopted, the

governing body shall include a specific policy statement indicating the relationship of the proposed development of the area to the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region, as the case may require and as such adopted plans or plans in preparation may exist.

**163.3177(6)(a)1.f. <unknown citation >**

(6) In addition to the requirements of subsections (1)-(5), the comprehensive plan shall include the following elements:

(a) A future land use plan element designating proposed future general distribution, location, and extent of the uses of land for residential uses, commercial uses, industry, agriculture, recreation, conservation, education, public facilities, and other categories of the public and private uses of land. The approximate acreage and the general range of density or intensity of use shall be provided for the gross land area included in each existing land use category. The element shall establish the long-term end toward which land use programs and activities are ultimately directed.

1. Each future land use category must be defined in terms of uses included, and must include standards to be followed in the control and distribution of population densities and building and structure intensities. The proposed distribution, location, and extent of the various categories of land use shall be shown on a land use map or map series which shall be supplemented by goals, policies, and measurable objectives.

2. The future land use plan and plan amendments shall be based upon surveys, studies, and data regarding the area, as applicable, including:

a. The amount of land required to accommodate anticipated growth.

b. The projected permanent and seasonal population of the area.

c. The character of undeveloped land.

d. The availability of water supplies, public facilities, and services.

e. The need for redevelopment, including the renewal of blighted areas and the elimination of nonconforming uses which are inconsistent with the character of the community.

*f. The compatibility of uses on lands adjacent to or closely proximate to military installations.*

**163.3178 (2)(b)**

(2) Each coastal management element required by s. 163.3177(6)(g) shall be based on studies, surveys, and data; be consistent with coastal resource plans prepared and adopted pursuant to general or special law; and contain:

(b) *An analysis of the environmental, socioeconomic, and fiscal impact of development and redevelopment proposed in the future land use plan, with required infrastructure to support this development or redevelopment, on the natural and historical resources of the coast and the plans and principles to be used to control development and redevelopment to eliminate or mitigate the adverse impacts on coastal wetlands; living marine resources; barrier islands, including beach and dune systems; unique wildlife habitat; historical and archaeological sites; and other fragile coastal resources.*

**380.0552(7)(a), (b), (e), (h)**

(7) PRINCIPLES FOR GUIDING DEVELOPMENT.—State, regional, and local agencies and units of government in the Florida Keys Area shall coordinate their plans and conduct their programs and regulatory activities consistent with the principles for guiding development as specified in chapter 27F-8, Florida Administrative Code, as amended effective August 23, 1984, which is adopted and incorporated herein by reference. For the purposes of reviewing the 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 specific provisions may not be construed or applied in isolation from the other provisions. However, the principles for guiding development are repealed 18 months from July 1, 1986. After repeal, any plan amendments must be consistent with the following principles:

*(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.*

Again, the subarea policy for the Big Coppitt portion of the property, accompanying the FLUM amendment, will restrict any residential use on the subject property to only affordable housing; eliminate all potential for market rate permanent residential and/or transient uses on the site; prohibit all nonresidential uses on the site; prohibit dredging; prohibit residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and require sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours. The proposed subarea policy restricts development and addresses the DEO ORC.

Military housing woes
Navy impacted by Key West housing crisis
BY ADAM LINHARDT Citizen Staff
alinhardt@keysnews.com

Naval Air Station Key West Fire Chief C.J. Krieger does as best as he can to inform incoming civilian firefighters of the financial realities of living in Key West.

The embattled chief says about 45 to 50 percent of his crew consists of a revolving door of firefighters who arrive here and get trained, only to leave months later because they can't afford the rents in town or cost of buying a home.

"They have to learn our base operations, our equipment and all that money gets wasted on the front end when they leave," Krieger said. "And they don't leave because they don't like it here. They just can't afford it."

Krieger has lost 12 firefighters in the last two years alone, he said.

A rebounding real estate market and growth in illegal transient rentals have made finding an affordable rental difficult, if not impossible in some cases in Key West. Local elected leaders and housing advocates have said the affordable housing problem has reached a crisis level.

And the Navy is facing the same struggle over the the lack of workforce and affordable housing for its civilian employees who are not guaranteed barracks or housing like active-duty sailors or military personnel, said Naval Air Station Key West commanding officer Capt.
Steve McAlearney.

"As one of the major employers in the Keys, we do certainly face the same housing and cost-of-living issues as the city and county," McAlearney said. "It is incredibly hard to hire and retain key employees, simply because they can't afford to stay."

That includes firefighters, air traffic controllers, public works, security personnel and child care employees, among a host of others. They are the cement that holds the base together as active-duty military members are only assigned to Key West for a few years. It's the civilian employees who give the base continuity, McAlearney said.

In other words, keeping and retaining those civilians is key to base operations and mission success. There are about 1,000 civilian employees who work for the military in Key West. That includes NAS Key West, Joint Interagency Task Force South, the Coast Guard as well as the Navy research lab and similar groups, but the two major employers are NAS Key West and JIATF South.

"The whole structure of the base exists because of DOD employees," said NAS Key West spokeswoman Trice Denny.

In 2005, the Navy began to set aside some of its military housing on base for Department of Defense civilian employees in order to retain those employees, said NAS Key West housing director Charity Sandstrom. In all, 222 units were set aside, but there are more employees than units and, to date, the waiting list spans as long as a year.

"I've fielded several phone calls recently from new employees asking me to take their name off the on-base housing wait list, because after taking the job, they looked into living in town and found that it's just not affordable," Sandstrom said, adding that they essentially quit over the phone due to the lack of affordable housing in Key West.

NAS Key West is the only naval air station nationwide that sets aside on-base housing for civilian employees, Sandstrom said. She currently has about 60 civilian employees waiting for on-base housing.

McAlearney was reticent to call the problem a crisis, like other officials have, but he added the issue is one of his priorities.

When it comes to base housing everywhere on Naval Air Station Key West — which includes Sigsbee Park, Truman Annex, Trumbo Point, and the naval health clinic on South Roosevelt Boulevard — the priority always remains with active duty personnel, Denny said. That means if an active duty sailor needs a home, they get priority over civilian employees.

"Housing for active duty service members is a priority because, quite frankly, we need to take care of the folks who serve our country first and their families," Denny said.

The barracks on Boca Chica Key are for myriad transient fighter and other squadrons that are in town for training.

One of the other problems the Navy faces, Denny said, were misconceptions some residents have about Navy housing as it relates to active-duty personnel and civilian employees.

Active duty members

There about 1,500 active duty service members (uniformed officers and sailors) stationed in Key West annually. About 45 percent of those service members live in town and not on base, based on Navy records.

But not all of those active duty service members want to live in town. Currently, there is a six-month waiting list for officers and a two-month waiting list for enlisted personnel who want housing on base, Denny said.

McAlearney and Denny were quick to squash any perception that the Navy is a driving force behind the affordable housing crisis in Key West.

"My perception is that the second home market and short-term rentals are what's making the housing market tight," McAlearney said.

Those active duty members who have to or choose to live in town are given what is called a Basic Allowance for Housing (BAH). The BAH is determined by the cost of housing and utilities in town. BAH rates are computed annually using current median market rents and the average local cost for electricity, water and sewer, Denny said.

That data is actually collected twice annually in the spring and summer, Denny explained. It includes apartments, town homes, duplexes as well as single-family rental units, she added.

"The housing market drives the costs of rents," Denny wrote in an email. "When rents are low, some military members choose to live in town to possibly pocket any extra BAH. That is not the case at this time. Many of our folks are using their entire BAH in town and if they live in on-base housing, they give up their entire BAH."

She stressed that the cost of utilities are factored into the BAH.

The BAH for 2016 was set for $2,232 a month for the lowest-ranking enlisted service member with dependents to $3,426 for the highest-ranking officers, whereas those single sailors with no dependents will receive $1,773 on the low scale and high-ranking officers receiving at most $3,414, according to Navy records.

"If a landlord thinks they are being savvy and charging a service member their full BAH for rent, then they are doing a disservice, as well, as BAH is intended to cover rent and utility costs," Denny said. "So again, it's market driven."

McAlearney said the base is not going to slow down its training cycles any time soon as more service members other than pilots are upping their visits as well.

"The airfield is getting busier than ever and many of the SEALs are Marines who have been in Iraq and Afghanistan and are leaving the mountains and coming back to the water," McAlearney said.

Sigsbee Park

Recently elected Key West Commissioner Sam Kaufman wrote a letter to U.S. Rep. Carlos Curbelo, R-Miami, this month asking for his help in urging the Navy to move forward in opening the 166 vacant units in Sigsbee Park.

"When I inquired about making these units available to military members or military civilian employees, I was surprised that no clear plan to do so is in place," Kaufman wrote. "Unfortunately, Key West is suffering a severe crisis of a lack of affordable housing. The federal government can make a positive impact on our island by making these units available to military members and other civilian employees. Hundreds of people would have affordable housing in the city of Key West if these units were made available. I am reaching out to you to ask you for your assistance on this most important subject."

McAlearney shares Kaufman's concern over the empty units, he said.

"We're exploring ways in which we can make these available to military personnel and DOD employees," McAlearney said. "Those are the personnel I need to run this base. I hope by spring to get an offer on the table to those people who may want to manage those units."

The Navy hires private companies to administer some of its housing, and Balfour Beatty provides that service at NAS Key West. That service would be put out to bid regarding the units in question at Sigsbee Park.

The 166 units are currently in caretaker status, meaning the Navy Facilities and Engineering Command is studying them to see what needs to be done to them construction- or renovation-wise to make them livable, McAlearney said.

The problem is that McAlearney's hands are tied until that command finalizes its evaluation of the units. The pace of government moves slow, McAlearney said.

"I would like to see them used as they're intended, for housing," McAlearney said. "I would prefer them to be affordable housing for my workforce and in turn that would help ease the burden on the county and city housing markets."

The likelihood that any empty units on Sigsbee Park would eventually be opened to regular civilian residents appear slim as the Navy is already dealing with wait lists for its people for housing.

"It could potentially free up other housing where folks are living now if they move onto the base," Kaufman said. "I think it's a piece of the puzzle, not the cure-all to affordable housing, but 166 units is a lot of units. I have a lot of respect for Capt. McAlearney and I'm sure his ideas will be right on."

Peary Court

Meanwhile, the Navy is plowing forward in finding a resolution to its housing issues despite the sale of Peary Court in 2013, which used to be housing for active duty service members only.

Back in 2009, Balfour Beatty began the process of studying how to recover from the 2008 housing market crash. The former military housing at Peary Court was sold in 2013 to a non-military related development company.

But during the time preceeding the sale, Beatty began renting Peary Court to any qualified renter, including private civilians. DOD employees could have applied as civilian renters and live there during that time.

It remains to be seen whether the City of Key West will purchase Peary Court and keep it as workforce housing.

The Navy owned the land at Peary Court and Balfour Beatty owned the buildings when the decision was made to sell the Peary Court annex two years ago. Balfour Beatty had to get naval approval to sell Peary Court, Denny said.

"At the time, the occupancy levels were low enough that selling Peary Court was determined to be the best way to infuse money into improving housing throughout the Southeast Housing LLC," Denny said, which is the partnership between the Navy and Balfour Beatty.

If the city eventually purchases Peary Court, Mayor Craig Cates' affordable housing committee proposed increasing the density there from eight units per acre to 16, which would be the same as the surrounding neighborhood, Cates said earlier this month. The committee supports the city buying Peary Court for up to $55 million, Cates said.

Either way, McAlearney is in the unfortunate position of trying to find civilian employee housing. Hopefully, progress can be made at Sigsbee Park, he said.

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Jesse Panuccio
EXECUTIVE DIRECTOR

**Exhibit 3 to Staff Report**
**ORC Report 3/23/2015**

RECEIVED
MAR 23, 2015
GROWTH MANAGEMENT DIVISION

March 20, 2015

The Honorable Danny Kohlage, Mayor
Monroe County Board of County Commissioners
530 Whitehead Street, Suite 102
Key West, FL 33040

Dear Mayor Kohlage:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for Monroe County (Amendment No. 15-1ACSC), which was received and determined complete on January 27, 2015. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. Review comments received by the Department from the appropriate reviewing agencies are also enclosed.

The attached Objections, Recommendations, and Comments Report outlines our findings concerning the amendment. We have identified an objection and have included recommendations regarding measures that can be taken to address the objection.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(4)(e)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of the Department of Economic Opportunity report, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment.

If you have any questions related to this review, please contact Rebecca Jetton, at (850) 717-8494, or by email at Rebecca.Jetton@deo.myflorida.com.

Sincerely,

William B. Killingsworth
Director, Division of Community Development

WBK/vrj

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption

cc: Christine Hurley, Growth Management Director
Mr. James F. Murley, Executive Director, South Florida Regional Planning Council

**OBJECTIONS RECOMMENDATIONS AND COMMENTS REPORT**
**MONROE COUNTY 15-1ACSC**
**PROPOSED COMPREHENSIVE PLAN AMENDMENT**

## I. Consistency with Chapter 163, Part II and Chapter 380, Part I

The Department has the following objections and comments to the proposed comprehensive plan amendment:

**Objection:** Resolution 375-2014 proposes to amend the future land use map for five parcels on Rockland Key totaling 44.42 acres. The County proposes to change the land use designation on four of the parcels from Industrial to Commercial. The Commercial designation does not allow for residential and the Department has no objections for this portion of the amendment. However, the fifth parcel (RE# 00120940-000100) is 14.83 acres and proposes to amendment the land use designation from Industrial (12.33 acres) and Mixed Use/Commercial Fishing (2.5 acres) to Mixed Use Commercial for a total of 14.83 acres. The potential increase in residential development potential is 27 dwelling units or 221 rooms and a reduction of 204,013 square feet of nonresidential. The potential increase on the 14.83 acre parcel is 56 dwelling units or 221 rooms and a reduction of 75,119 square feet of nonresidential.

The entire amendment lies within the Military Installation Area of Impact (MIAI). The fifth parcel is within the 65-69 Day–Night Average Noise Level (DNL). Comprehensive Plan policy 108.2.6 adopts MIAI Land Use Table. The table contains "permitted uses allowed", "allowed with restrictions", "uses generally incompatible (allowed with exceptions)", and "uses not compatible and should be prohibited" for each DNL category. Within the 65-69 DNL, residential uses are listed as "uses generally incompatible (allowed with exceptions)" Some uses are allowed with restrictions. A note for this category states:

> ***Uses Generally Incompatible (allowed with exceptions). The land use and related structures are generally incompatible.*
>
> ***Note 1***
>
> *a) Although local conditions regarding the need for housing may require residential use in these Zones, residential use is discouraged in DNL 65-69 and strongly discouraged in DNL 70-74. The absence of viable alternative development options should be determined and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these Zones.*

The applicant makes the argument that housing in Monroe County is in short supply, the cost of that housing is too high and therefore, this amendment adds to the available affordable

housing by re-designating 14.83 acres to mixed use which can accommodate a multi-family affordable housing development project of significant size. However, there is nothing in the amendment which provides assurance that any future residential development on this property will be for affordable housing. In fact, the proposed designation of Mixed Use Commercial would allow a total of 69 dwelling units or 221 hotel rooms.

Monroe County future land use map contains a potential buildout of 10,258 dwelling units on the available vacant lands, of these units 51% (5,289 units of density) are located in the lower keys. There may be a shortage of available housing, but there is no shortage of vacant lots with density for housing. Based on data submitted by the County, the County has 8,168 vacant parcels and 1,970 building permit allocations which leaves a deficit of allocations of 6,198 parcels. The County failed to establish that in the absence of viable alternative development, that a demonstrated community need for the residential use would not be met if development were prohibited in these Zones.

**Previous Agreement** - The land has been mined extensively and contain haul roads and bridges between dredged pools. There is an executed settlement agreement which requires a restored littoral zone and a setback 150 feet from the water line of the dredged pool on the portion of the fifth parcel that runs north/south. These reclamation requirements may be impediments to the proposed uses. Additional dialogue needs to occur between the legal sections of Monroe County and the Department of Economic Opportunity regarding the effect of the agreement.

**Site Suitability** - The portion of the fifth parcel which extends east/west has an elevation that ranges from -2 to 2 feet while the portion of the property which extends north/south has an elevation as high as 4 feet. The east/west portion of the fifth parcel is located in the Velocity Zone (VE) with required elevations for future development ranging from 12-16 feet. That portion of the property is also in Coastal Barrier Resource System (CBRS) "Otherwise Protected Area" (OPA). The CBRS Buffer Zone extends even further south. Federal flood insurance is not available in the OPA for structures that are newly built or substantially improved on or after November 16, 1991. The fifth parcel is also entirely within the Coastal High Hazard Area (CHHA) and therefore inconsistent with Monroe County comprehensive plan policy 101.14.1 , which states, "Monroe County shall discourage developments proposed within the Coastal High Hazard Area (CHHA)."

The fifth parcel is very narrow and development of the area adjacent to the mine pools could have negative water quality impacts on the tidally influenced mining pool and is inconsistent with the Principles for Guiding Development in the Florida Keys Area.

**Authority:** Sections 163.3177(2); 163.3177 (4)(a); 163.3177(6)(a)1.f.; 163.3178 (2)(b); 380.0552(7)(a), (b), (e), (h) Florida Statutes (F.S.)

**Recommendations:** Do not adopt the proposed amendment. Revise the amendment to allow uses other than residential. Coordinate with Department staff to evaluate the effect of the restoration plans included in the Stipulated Settlement Agreement for the fifth parcel.

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS**

**FOR STATE COORDINATED REVIEW**

**Section 163.3184(4), Florida Statutes**

**May 2011**

**NUMBER OF COPIES TO BE SUBMITTED:** Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

**SUBMITTAL LETTER:** Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

**ADOPTION AMENDMENT PACKAGE:** Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, **in color format,** clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

**Note:** If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

> The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Department of Economic Opportunity posts a notice of intent determing that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity to the ORC report from the Department of Economic Opportunity.

# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

RECEIVED
Bureau of Community Planning
FEB 17 2015
Div. of Community Development
Dept. of Economic Opportunity

February 9, 2015

Ray Eubanks, Plan Processing Administrator
State Land Planning Agency
Caldwell Building
107 East Madison, MSC-160
Tallahassee, FL 32399

**Subject:** **Monroe County, DEO # 15-1ACSC**
**Comments on Proposed Comprehensive Plan Amendment Package**

Dear Mr. Eubanks:

The South Florida Water Management District (District) has completed its review of the proposed amendment package from Monroe County (County). The amendment includes two Future Land Use Map amendments to the Comprehensive Plan. There appear to be no regionally significant water resource issues; therefore, the District forwards no comments on the proposed amendment package.

The District offers its technical assistance to the County and the Department of Economic Opportunity in developing sound, sustainable solutions to meet the County's future water supply needs and to protect the region's water resources. Please forward a copy of adopted amendments to the District. For assistance or additional information, please contact Terry Manning, Policy and Planning Analyst, at (561) 682-6779 or tmanning@sfwmd.gov.

Sincerely,

Mal E Elsner for

Dean Powell
Water Supply Bureau Chief

DP/(tm)

c: Christine Hurley, Monroe County
Rebecca Jetton, DEO
Terry Manning, SFWMD
Jim Murley, SFRPC

OFFICE OF THE COMMISSIONER
(850) 617-7700

THE CAPITOL
400 SOUTH MONROE STREET
TALLAHASSEE, FLORIDA 32399-0800

# FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

February 16, 2015

VIA EMAIL (Santamaria-mayte@monroecounty-fl.gov)

Monroe County Growth Management Division
Attn: Christine Hurtley
2798 Overseas Highway, Suite #400
Marathon, Florida 33050

Re: DACS Docket # – 20150121-505
Monroe County Resolution 374-2014, Resolution 375-2014
Submission dated January 15, 2015

Dear Ms. Hurtley:

The Florida Department of Agriculture and Consumer Services (the "Department") received the above-referenced proposed comprehensive plan amendment on January 21, 2015 and has reviewed it pursuant to the provisions of Chapter 163, Florida Statutes to address any potential adverse impacts to important state resources or facilities related to agricultural, aquacultural, or forestry resources in Florida if the proposed amendment(s) are adopted. Based on our review of your county's submission, the Department has no comment on the proposal.

If we may be of further assistance, please do not hesitate to contact me at 850-410-2289.

Sincerely,

Stormie Knight
Sr. Management Analyst I
Office of Policy and Budget

cc: Florida Department of Economic Opportunity
(SLPA #: Monroe County 15-1 ACSC)

Centennial

1915 ★ 2015

# Florida Department of Transportation

RICK SCOTT
GOVERNOR

1000 NW 111 Avenue
Miami, Florida 33172-5800

JIM BOXOLD
SECRETARY

January 29, 2015

Ray Eubanks, Plan Processing Administrator
Department of Economic Opportunity
Community Planning and Development
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, Florida 32399

**Subject: Comments for the Proposed Comprehensive Plan Amendment, Monroe County #15-1ACSC**

Dear Mr. Eubanks:

The Florida Department of Transportation, District Six, completed a review of the *Proposed Comprehensive Plan Amendment, Monroe County #15-1ACSC* The District has reviewed the amendment package per *Chapter 163 Florida Statutes* and has found no adverse impacts to transportation resources and facilities of state importance.

Please contact Ken Jeffries at 305-470-5445 if you have any questions concerning our response.

Sincerely,

Ken Jeffries
Transportation Planner

Cc: Harold Desdunes, PE, Florida Department of Transportation, District 6
Aileen Boucle, AICP, Florida Department of Transportation, District 6
Lisa Colmenares, AICP, Florida Department of Transportation, District 6
Mayte Santamaria, Monroe County

## Eubanks, Ray

**From:** Stahl, Chris <Chris.Stahl@dep.state.fl.us>
**Sent:** Thursday, January 29, 2015 10:47 AM
**To:** DCPexternalagencycomments
**Cc:** Craig, Kae; santamaria-mayte@monroecounty-fl.gov
**Subject:** Monroe County 15-1ACSC – Proposed

To: Ray Eubanks, Department of Economic Opportunity

Re: Monroe County 15-1ACSC – Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please feel free to contact me with any questions.

Chris Stahl
Office of Intergovernmental Programs
Florida Department of Environmental Protection
3900 Commonwealth Blvd., MS 47
Tallahassee, FL 32399-3000
(850) 245-2169

**Eubanks, Ray**

| | |
|---|---|
| **From:** | Hight, Jason <Jason.Hight@MyFWC.com> |
| **Sent:** | Friday, February 13, 2015 4:10 PM |
| **To:** | santamaria-mayte@monroecounty-fl.gov; DCPexternalagencycomments |
| **Cc:** | Wallace, Traci; Chabre, Jane; Krueger, Marissa |
| **Subject:** | Monroe County 15-1ACSC (Resolutions 374-2014 and 375-2014) |

Ms. Santamaria:

Florida Fish and Wildlife Conservation Commission (FWC) staff has reviewed the proposed comprehensive plan in accordance with Chapter 163-3184(3), Florida Statutes. We have no comments, recommendations, or objections related to fish and wildlife or listed species and their habitat to offer on this amendment.

If you need any further assistance, please do not hesitate to contact Jane Chabre either by phone at (850) 410-5367 or by email at FWCConservationPlanningServices@MyFWC.com. If you have specific technical questions, please contact Marissa Krueger at (561) 882-5711 or by email at Marissa.Krueger@myfwc.com.

Jason Hight
Biological Administrator II
Office of Conservation Planning Services
Division of Habitat and Species Conservation
620 S. Meridian Street, MS 5B5
Tallahassee, FL 32399-1600
(850) 228-2055

BP

DEPARTMENT OF THE NAVY
NAVAL AIR STATION
PO BOX 9001
KEY WEST FL 33040-9001

11000
Ser PR712/065
17 Feb 15

Mr. Ray Eubanks, Administrator
Florida Department of Economic Opportunity
107 E. Madison Street
Tallahassee, FL 32399

Dear Mr. Eubanks:

This letter is in response to Monroe County Amendment Number 15-1ACSC Notification (enclosure 1), approved via Resolution 375-2014. We have reviewed the proposed amendment, and appreciate Monroe County's critical need for affordable and workforce housing.

Per discussion with Ms. Rebecca Jetton on February 5, 2015, Naval Air Station Key West is not in favor of any increased residential density in high noise areas 65 DNL and above. Per Naval instruction, residential use is discouraged in DNL 65-69 and strongly discouraged in DNL 70-74. The absence of viable alternative development options should be determined and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these zones. Where the community determines that these uses must be allowed, measures to achieve an outdoor to indoor Noise Level Reduction (NLR) of at least 25 dB in DNL 65-69 and NLR of 30 dB in DNL 70-74 should be incorporated into building codes and be in individual approvals; for transient housing a NLR of at least 35 dB should be incorporated in DNL 75-79.

We look forward to continued coordination on this project. My point of contact is my Community Planning Liaison Officer, Ms. Ashley Monnier. She may be reached at (305) 293-2633 or via e-mail: ashley.monnier@navy.mil.

Sincerely,

S. P. MCALEARNEY
Captain, U. S. Navy
Commanding Officer

Enclosure: 1. Monroe County 15-1ACSC

Copy to: Rebecca Jetton, Department of Economic Opportunity
Christine Hurley, Dir, Monroe County Growth MNGT Division

**Eubanks, Ray**

**From:** Eubanks, Ray
**Sent:** Monday, February 16, 2015 7:44 AM
**To:** DCPexternalagencycomments
**Subject:** FW: FloridaJobs Help Center - Contact Us - Submission

Monroe County 15-1ACSC

Ray Eubanks
Plan Review Administrator
Florida Department of Economic Opportunity
Bureau of Community Planning
107 East Madison Street MSC 160
Tallahassee, FL 32399-4120
850-717-8483
*Ray.Eubanks@deo.myflorida.com*

**From:** no-reply@floridajobs.org [mailto:no-reply@floridajobs.org]
**Sent:** Friday, February 13, 2015 5:54 PM
**To:** Eubanks, Ray
**Subject:** FloridaJobs Help Center - Contact Us - Submission

**Contact:** Ray Eubanks

**Last Name:** Neumann

**First Name:** Michelle

**E-mail Address:** dittygirl@comcast.net

**Phone Number:** (305) 394-3154

**Comment *:** I am a long time resident of the Florida Keys which is designated as an area of Critical State Concern. I am asking for your assistance with the Rockland Key Commercial Retail Center Overlay Project which if allowed to proceed, will be the largest project in the counties history, quoting a county source. Located on Rockland Key, on approximately 33 acres, it sits before the Monroe County Commission for approval and was submitted in December 2014. I am forming a group opposed to a project of this enormity that will not only effect the surrounding area it will have far reaching consequences damaging the economic survival of the Keys and Key West as well as the Environmental and aesthetic impact. Can you please help the group I am starting of like minded citizens? There has to be a way to halt this especially with our designation of Critical State Concern. Are you aware of this?

**Last 4 digits of SSN (Optional):**

# 7.0 HOUSING ELEMENT
*[Rule 9J-5.010 F.A.C.]*

The Housing Element of the Monroe County Comprehensive Plan addresses the data inventory requirements of 9J-5.0005 (2) of the Florida Administrative Code (F.A.C.). The data inventory requirement will support the development of goals, objectives, policies, and implementation programs for the Housing Element.

## 7.1 Introduction

The information provided for housing characteristics was retrieved from the Florida Housing Data Clearinghouse (FHDC) in April 2010[1]. The FHDC data is based on Census 2000 and it is the best available data for unincorporated Monroe County analysis. Detailed housing information from the 2010 U.S. Census is scheduled for release in early 2011 and will provide the basis for a refined housing analysis for the planning period. There are limitations to the data presented in the housing inventory and these limitations have been noted where relevant throughout this document. However, until that time permitting data has been used to demonstrate the housing inventory as of 2009. This element also focuses on the housing characteristics, construction activity, and affordable housing issues.

### *7.1.1 Policy Framework*

Below is a summary of federal, state and local government regulations that impact the development of housing:

#### 7.1.1.1 Federal Regulations

- Fair Housing Act:

The Fair Housing Act prohibits housing discrimination on the basis of race, color, religion, sex, disability, familial status, and national origin. Its coverage includes private housing, housing that receives Federal financial assistance, and State and local government housing. It is unlawful to discriminate in any aspect of selling or renting housing or to deny a dwelling to a buyer or renter because of the disability of that individual, an individual associated with the buyer or renter, or an individual who intends to live in the residence. Other covered activities include, for example, financing, zoning practices, new construction design, and advertising.

[1] Accessed through: http://flhousingdata.shimberg.ufl.edu/a/profiles?action=results&nid=4499 on April, 8 2010.

- Section 504:

The Fair Housing Act Section 504 requires owners of housing facilities to make reasonable exceptions in their policies and operations to afford people with disabilities equal housing opportunities. For example, a landlord with a "no pets" policy may be required to grant an exception to this rule and allow an individual who is blind to keep a guide dog in the residence. The Fair Housing Act also requires landlords to allow tenants with disabilities to make reasonable access-related modifications to their private living space, as well as to common use spaces. (The landlord is not required to pay for the changes.) The Act further requires that new multifamily housing with four or more units be designed and built to allow access for persons with disabilities. This includes accessible common use areas, doors that are wide enough for wheelchairs, kitchens and bathrooms that allow a person using a wheelchair to maneuver, and other adaptable features within the units.

### 7.1.1.2 State Regulations

- HB 697, which amended portions of Chapter 163.3177(6)(f)1, F.S., requires that the Housing Element be amended to include standards, plans, and principles for:

  h) "Energy efficiency in the design and construction of new housing" and
  i) "Use of renewable energy resources."

In order to acknowledge the benefit of renewable resources, such as solar energy, and encourage energy efficiency in building construction, the County will assure there are no obstacles within the County's Comprehensive Plan and/or Monroe County Land Development Code (MCLDC) which may conflict with these requirements.

- The Florida Fair Housing Act:

The Florida Fair Housing Act declares it illegal to discriminate in the sale, rental, advertising, financing, or providing of brokerage services for housing. The Florida Fair Housing Act parallels the Federal Fair Housing Act.

- Community Workforce Housing Innovation Pilot Program:

The 2006 Florida Legislature passed House Bill 1363 (Ch. 2006-69, s. 27, Laws of Fla.), a housing bill focused on addressing some of the affordable housing challenges the State currently faces. HB 1363 includes $50 million for an affordable housing pilot program called the Community Workforce Housing Innovation Pilot Program (CWHIP). Florida Housing will administer CWHIP, and these funds will be awarded on a competitive basis through a Request for Proposals (RFP) process to public-private entities seeking to build affordable housing for Florida's workforce. Monroe County, as a high cost county, is eligible to qualify households making 160 percent of the area median income for affordable housing.

- Florida Landlord/Tenant Law:

Florida's Landlord/Tenant Law Chapter 83, Part II - Florida Statutes explains tenant and landlord rights and responsibilities on rental agreements and disputes.

### 7.1.1.3 Monroe County Regulations

*Rate of Growth Ordinance (ROGO)*

Due to the State of Florida limitation on the amount of growth the County could absorb, based on the Carrying Capacity and Hurricane Evacuation Studies, on June 23, 1992, the Monroe County Board of County Commissioners adopted Ordinance 016-1992, thereby implementing the Residential Dwelling Unit Allocation System, today known as the Rate of Growth Ordinance or ROGO. The Ordinance became effective on July 13, 1992, and has been amended through the years based on changing conditions related to infrastructure. ROGO allows development subject to the ability to safely evacuate the Florida Keys (the Keys) within 24 hours.

The ROGO system is a method of prioritizing where growth should be directed based on the fact that the State of Florida currently allocates 197 housing units annually for building permit issuance (**Table 7.1**), MCLDC Art. II Sec. 138-24. The number of allocations has varied throughout the years, depending on the progress the County has made toward achieving State set goals. The annual allocation period, or ROGO year, is the 12-month period beginning on July 13, 1992, (the effective date of the original dwelling unit allocation ordinance), and subsequent one-year periods. Initially, the total number of available allocations was split among the three subareas[2] which included Upper Keys, Middle Keys, and Lower Keys (not to be confused with the Planning Area geographic locations as described in **Section 2.2.1** *"Geographic Location/Planning Areas"*). Environmental issue and community vision plans have further refined the distribution of available allocations.

Efforts to address the development impacts on the habitat of the Key Deer, Lower Keys Marsh Rabbit and the Eastern Indigo Snake on Big Pine Key/No Name Key started in the mid-1980s. The Florida Department of Community Affairs (DCA), the U.S. Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission signed a Memorandum of Agreement to develop a Habitat Conservation Plan (HCP) for the Key Deer and other protected species in the project area.

In 1998, Monroe County, the Florida Department of Transportation (FDOT) and the DCA signed a Memorandum of Agreement in which they committed to develop a (HCP) for these two Keys. On June 9, 2006, a Federal Incidental Take Permit (#TE083411-0, ITP) from the U.S. Federal Fish and Wildlife Commission was issued to three (3) permitees: Monroe

[2] Subareas are geographic locations used to distribute ROGO allocations. Subareas are not to be confused with Planning Areas (Lower, Middle and Upper) as defined by Section 2.2.1 *Geographic Location/ Planning Areas* of the Future Land Use Element.

County, Florida Department of Transportation, and the Florida Department of Community Affairs. The ITP ensures that development bears its fair share of required mitigation and that the take of the covered species is minimized and mitigated.

The Livable Communikeys Program (LCP), Master Plan for Future Development of Big Pine Key and No Name Key was adopted on August 18, 2004 under Ordinance 029-2004. The LCP envisioned the issuance of 200 residential dwelling units over 20 year horizon at a rate of roughly 10 per year. A minimum of twenty percent of the 10 units per year are to be set aside for affordable housing development. Today the 197 housing permits are allocated in the Lower, Upper and Big Pine/No Name Keys Subareas, due to municipal incorporation and environmental impact / constraints.

On September 22, 2005, the Monroe County Board of Commissioners adopted Ordinance 025-2005 which revised the ROGO to utilize the Tier Overlay System as the basis for the competitive point system to implement Goal 105 of the 2010 Comprehensive Plan. The ordinance became effective on February 5, 2006, under final Ordinance 009-2006. The Tier System, still a ROGO, made changes such as subarea boundary districts for allocation distribution, basis of scoring applications, and administrative relief. The Ordinance changed the total available allocation number to 197. It also provided vesting provisions to subareas geographically defined as follows and are depicted in the Tier Overlay District Map:

- Upper Keys (Lower and Middle Keys combined): the unincorporated area of the county north of Tavernier Creek and corporate limits of the Village of Islamorada (approximately mile marker 90).

- Lower Keys: the unincorporated area of the County from the corporate limits of the Village of Islamorada (approximately mile marker 72) south to the corporate limits of the City of Key West at Cow Key Bridge on U.S. Highway 1 (approximately mile marker 4), excluding Big Pine Key and No Name Key.

- Big Pine Key/No Name Key: the islands of Big Pine Key and No Name Key within unincorporated the County. Based on the revised 2010 Comprehensive Plan and the adopted Maps as part of the Master Plan for Big Pine Key and No Name Key, they are now evaluated as their own subarea.

Once an application is submitted, it is scored based on which Tier the property is located. The basic process is: 1) applicant applies for residential building permit, 2) if applicant receives all required approvals for residential development then the applicant may submit an application for a residential unit, 3) applicant completes for an allocation award, 4) applicant receives allocation award, then has 60 days to pick up permit. If the applicant does not use the permit then the allocation expires.

The total number of available allocations is split among the three subareas of the County. Each applicant competes against the other applicants located within the same subarea.

There is one exception to this process, applicants for affordable housing. Affordable housing applicants compete against all applicants for affordable housing keys wide; with the caveat that one affordable allocation goes to Big Pine and another one goes to No Name Key. Allocations are awarded each quarter in each subarea with the exception of the Big Pine Key/No Name Key subarea, where allocations are awarded annually. **Table 7.1** depicts the current distribution of available allocations per MCLDC Art. II Sec. 138-24.

There are a limited number of available annual residential ROGO allocations. The number of market rate residential ROGO allocations available in each subarea of the unincorporated County and total number of affordable residential ROGO allocations available countywide on a yearly basis are illustrated in **Table 7.1.** According to MCLDC Art. II Sec. 138-24, the market rate available allocations total 126 and the available affordable housing allocations total 71 units (2 affordable allocations are reserved for the Big Pine/No Name Key Subarea).

In addition, there is a ratio of affordable housing ROGO allocations to market rate ROGO allocations. Prior to October of each year, the Board of County Commission (BOCC) may adopt a resolution changing the ratio of affordable housing to market rate ROGO allocations based upon the recommendations of the planning director and planning commission arising from the annual review of ROGO. This ratio may be amended pursuant to the following:

- The percentage of affordable housing shall never be less than 20 percent of the total ROGO allocations available or the minimum established by rule of the Florida Administration Commission, whichever is greater.

- The increase or decrease in the percentage of affordable housing of the total ROGO allocations available shall not exceed 50 percent of the previous year's ROGO allocations to market rate and affordable housing.

**Table 7.1 - Rate of Growth Ordinance (ROGO) Allocations, per MCLDC Art. II Sec. 138-24**

| Subarea | Number of Dwelling Units |
|---|---|
| Upper Keys | 61 |
| Lower Keys | 57 |
| Big Pine and No Name Keys | 8 |
| Total Market Rate | 126 |
| **Affordable Dwelling Units** | **Number of Dwelling Units** |
| Very Low, Low, and Median Incomes | 36* |
| Moderate Income | 35* |
| Total Affordable Units | 71 |
| Total Units a Year | 197 |
| *Includes one for Big Pine Key and No Name Key. | |

MCLDC Art. II Sec. 138-24

The primary basis of the competition is the Tier designation which will award an applicant between 0 and 30 points. Points are intended to discourage development in environmentally sensitive areas (Tier I) and to direct and encourage development to appropriate infill areas (Tier III). Points also recognize that any development can affect the functioning of natural and man-made infrastructure. Points vary depending on whether a proposed development project is located on Big Pine Key or No Name Key or if it is located elsewhere in the unincorporated County.

A penalty is assigned if the project is within a V flood zone. Lot aggregation is the process of combining a contiguous, platted, vacant, and buildable parcel with another and building only one unit. This is a reduction of density. Lot aggregation is only possible in Tier III and Tier III (A) areas, where upland native habitat is not cleared. Additional points may be awarded through lot aggregation, land dedication and land dedication. Payment to land acquisition fund is the process of purchasing points (maximum of 2) by donating to the County fund which allows for the retirement of development rights through the acquisition of property. Land dedication is made prior to issuance of the permit. The primary point assignments system is provided is **Section 3.19.1.1** *"Point System within ROGO"*.

A historic account of market rate and affordable ROGO allocations and awards are depicted on **Table 7.2.** A detailed account of number of ROGO allocated and awarded is provided in **Appendix 7-1.** Below is a brief history of the ROGO system.

- During ROGO Year 1-6 a total of 255 allocations (203 market rate and 52 affordable) were allowed each year. During this period, unused affordable housing allocations could be rolled- over to market rate allocations (Ord. 016-1992) in the Lower Keys, Middle Keys and Upper Keys subareas.

- ROGO Years 6-14 allocations were affected by reductions due to Cesspit and Nutrient Credit requirements.

- On December 31, 1997, the Village of Islamorada incorporated, thus reducing the unincorporated allocations by 28 to 227 (182 market rate 45 affordable) for Rogo Year 6 and reducing the Upper Keys subarea boundary.

- During ROGO Year 8 (2000), the City of Marathon incorporated (November 30, 1999), therefore reducing the unincorporated allocations by 24 and modifying the Middle Keys subarea boundary. Also, during ROGO Year 8, the Department of Community Affairs entered into a Memorandum of Understanding with the County to allow 90 affordable housing allocations in exchange of good faith effort to begin the FEMA inspection program.

- For ROGO Year 9 (2001), the Department of Community Affairs reinstated 201 affordable housing allocations (2001). This number includes both market and affordable housing allocations that were lost due the inability to match an allocation with nutrient reduction credits.

- For ROGO Year 10 (2002), the Lower Keys subarea lost 25 allocations due to nutrient credit requirements.

- Beginning in ROGO Year 11 (2003), affordable allocations can be grouped into a single pool for countywide allocations.

- During ROGO Year 14 (2004), Ord. 009-2006 was enacted changing the allocation number to 197 (126 market rate 71 affordable) pursuant to Rule 28-20.110, F.A.C. The same rule also returned 165 allocations to the County to be used for affordable housing.

- By ROGO Year 15 (2005), the new Big Pine/No Name Key subarea was created. Of the 197 allocations, 8 market rate and 2 affordable allocations are assigned to this subarea. Cesspit requirements end during the first quarter of this ROGO year.

As seen in **Table 7.2**, from ROGO Year 1 to 17, of the grand total of available market rate allocations of 2,755, 2,804 were awarded. The excess of awards may be due in part to the rollover of affordable allocations that went unused from ROGO Year 1-6 into market rate and the reuse of expired allocations from one ROGO quarter to another and from one ROGO year to another ROGO year. These expired allocations were awarded to the next applicant or "reused." Of the 1,242 available affordable housing allocations, 977 were awarded. Between ROGO Years 1-17, an average of 222 ROGO allocations were awarded each year. Of the allocations awarded, affordable housing awards represent 25 percent of the total award. A detailed historical account of the number allocations available and awarded is provided in **Appendix 7-1**.

As seen in **Table 7.3**, there were 49 market rate allocations that expired which were tracked, recaptured and reused by the County. Therefore, at this point in time, there are zero market rate allocations remaining. As seen in **Table 7.3**, there were 167 affordable allocations that were rolled over to market rate (ROGO Years 2-6); 10 affordable allocations expired; and 100 affordable allocations went unused. Therefore, a grand total of 110 affordable allocations are available.

***The Remainder of This Page Intentionally Left Blank***

## Table 7.2 - Unincorporated County Market Rate and Affordable ROGO Year 1-17

| | | | | |
|---|---|---|---|---|
| Year 1 (July 14, 1992 –July 13, 1993) | 204 | 204 | 52 | 11 |
| Year 2 (July 14, 1993 –July 13, 1994) | 243 | 231 | 52 | 9 |
| Year 3 (July 14, 1994 –July 13, 1995) | 246 | 249 | 52 | 10 |
| Year 4 (July 14, 1995 –July 13, 1996) | 245 | 263 | 52 | 40 |
| Year 5 (July 14, 1996 –July 13, 1997) | 215 | 218 | 52 | 23 |
| Year 6 (July 14, 1997 –July 13, 1998) | 211 | 197 | 77 | 56 |
| Year 7 (July 14, 1998 –July 12, 1999) | 101 | 102 | 30 | 9 |
| Year 8 (July 13, 1999 –July 14, 2000) | 127 | 136 | 109 | 66 |
| Year 9 (July 13, 2000 –July 14, 2001) | 127 | 129 | 224 | 203 |
| Year 10 (July 14, 2001 –July 15, 2002) | 102 | 102 | 31 | 58 |
| Year 11 (July 16, 2002 –July 14, 2003) | 127 | 127 | 31 | 31 |
| Year 12 (July 13, 2003–July 14, 2004) | 127 | 127 | 31 | 21 |
| Year 13 (July 14, 2004 –July 13, 2005) | 96 | 96 | 29 | 16 |
| Year 14 (July 14, 2005 –July 13, 2006) | 126 | 126 | 236 | 271 |
| Year 15 (July 14, 2006 –July 13, 2007) | 126 | 129 | 49 | 17 |
| Year 16 (July 14, 2007 –July 13, 2008) | 126 | 126 | 68 | 100 |
| Year 17 (July 14, 2008 –July 13, 2009) | 206 | 242 | 67 | 36 |
| TOTALS | 2,755 | 2,804 | 1,242 | 977 |

Source: Monroe County Growth Management, Data provided on May 02, 2011.

**Table 7.3 - Summary Table of Awarded and Allocated for Market and Affordable ROGO (Year 1-17)**

| Market Rate ROGO Year 1-17 (all sub-areas combined) | | | | Affordable ROGO Year 1-17 (all sub-areas combined) | | | | |
|---|---|---|---|---|---|---|---|---|
| Total Market Rate Allocations | Total Market Rate Allocations Awarded | Total Expired Market Rate Allocations (Allocations that were Re-Used) | **Total Allocations Remaining** | Total Affordable Allocations | Total Affordable Housing Allocations Awarded | Remaining Affordable Allocations Rolled-Over To Market Rate For Rogo Years 2-6 | Total Expired Affordable Housing Allocations (Allocations that can be re-used) | **Total Allocations Remaining** |
| 2,755 | 2,804 | 49 | **0** | 1,242 | 977 | -167 | 10 | **110** |

Source: Monroe County Growth Management, Data provided on May 02, 2011.

As seen in **Table 7.4** below, there are zero remaining market rate allocations. A detailed account of number of available allocations and the number of awarded is provided in **Appendix 7-1.**

**Table 7.4 - Residual Market Rate ROGO Allocations by Subarea**

| | | | |
|---|---|---|---|
| Lower (after Yr 15 includes Middle ) | -24 | 41 | 17 |
| Middle (until Yr 15) | 22 | 3 | 25 |
| Upper | -47 | 4 | -43 |
| Big Pine/No Name (starts in Yr 15) | 0 | 1 | 1 |
| **Total Remaining Market Allocations** | | | 0 |

Source: Monroe County Growth Management, Data provided on May 02, 2011.

As seen in **Table 7.5,** there are 111 remaining affordable allocations. A detailed account of number of available allocations and the number of awarded is provided in **Appendix 7-1.**

**Table 7.5 – Residual Affordable ROGO Allocations by Subarea**

| ROGO Subareas | Affordable ROGO Available-Awarded | Affordable ROGO Expired (not including reused) | Total |
|---|---|---|---|
| Lower (until Yr 10) | 23 | 2 | 25 |
| Middle (until Yr 10) | 22 | 0 | 22 |
| Upper (until Yr 10) | 7 | 6 | 13 |
| Big Pine/ No Name (starts in Yr 15) | 5 | 1 | 6 |
| Countywide (Yr 11-17 and 29 in Yr 8 from agreement) | 43 | 2 | 45 |
| **Total Remaining Affordable Allocations** | | | 111 |

Source: Monroe County Growth Management, Data provided on May 02, 2011.

[3] Total market rate allocations available minus total market rate allocations awarded.
[4] Expired market rate allocations minus recaptures and reused allocations

Affordable allocations are currently grouped into two pools: Countywide and Big Pine/No Name Sub-area and 1 pool with affordable allocations available Countywide. Again, there are 111 residual affordable ROGO allocations of which 6 belong to the Big Pine/No Name Key Subarea

**Table 7.6 - Residual Affordable Allocations Distribution by Subarea**

| Subarea | Remaining Allocations |
|---|---|
| Countywide | 105 |
| Big Pine/No Name Subarea | 6 |
| **Combined Total** | **111** |

Source: Monroe County Growth Management, Data provided on May 02, 2011.

### *7.1.2 Residential Land Use Characteristics*

As evidenced in *Chapter 2.0 Future Land Use Element* the County has 4,988.2 acres of residential land. This makes up 6.8 percent of the land use. The residential land use distribution is 52.1 percent in the Upper Keys Planning Area (UKPA), 4.0 percent in the Middle Keys Planning Area (MKPA), and 43.8 percent in the Lower Keys Planning Area (LKPA).

Density and intensity is determined by Policy 101.4.21 of the 2010 Monroe County Comprehensive Plan (1995). However, Property Appraiser's data provides the current status of actual density and intensity by land acreage and number of dwelling units. As of January 2010, the current density for single-family homes was 2.2 units per acre, 0.71 for mobile homes, and 7.5 in average for all multi-family type (i.e. multifamily, condominium, etc.), according to the Property Appraiser data. These are illustrated in **Appendix 2-2** of the Future Land Use Element.

***The Remainder of This Page Intentionally Left Blank***

## 7.2 Existing Housing Stock Characteristics

An inventory of existing housing is necessary to analyze the present housing situation in unincorporated Monroe County and to determine future housing needs. To obtain a count of existing housing in unincorporated Monroe County, two resources are combined: FHDC, and building permits and demolitions of housing from April 1, 2000 to April 1, 2010. The latter is discussed in **Section 7.2.12** *"Residential Construction Activity".*

Mainland Florida accounts for 90 percent of the land mass of the County; the majority of this land is located within the Everglades National Park and is under federal jurisdiction. Only 41 year-round households are located on the Mainland portion of the County, with virtually no demand for additional units projected, and no private lands available for development. Therefore, this element will focus primarily on lands within the unincorporated Lower, Middle, and Upper Planning Areas, as identified below, and illustrated on **Map Series 2.1**:

- Lower Keys Planning Area (LKPA): West boundary of Stock Island to the eastern limit of the Seven Mile Bridge. The Marquesas Keys, located 30 miles west of Key West and the Dry Tortuga Keys, located 70 miles west of Key West are also included within this planning area;

- Middle Keys Planning Area (MKPA): Eastern limit of the City of Marathon to the western limit of the Village of Islamorada, including Lignumvitae Key and Shell Key. It excludes the incorporated City of Layton, City of Marathon, City of Key Colony Beach and Village of Islamorada; and

- Upper Keys Planning Area (UKPA): Western limit of the Village of Islamorada to the northern County line.

### *7.2.1 Type of Housing [Rule 9J-5.010 (1)(a) F.A.C.]*

**Table 7.7** provides housing units by type countywide for 1990 and 2010, which includes the municipalities within the County. Overall, the total housing stock countywide increased by 13.4 percent or 6,135 dwelling units from 1990 to 2000. Major changes are noted in single family attached units with a 79 percent increase. Duplex units and mobile home/trailer/other decreased by 24.9 percent and 5.2 percent respectively.

**Table 7.7- Countywide Housing Units by Type 1990-2000**

| | 1990 | | 2000 | | Change 1990-2000 | |
|---|---|---|---|---|---|---|
| Unit Type | Number of Units | % Dist. | Number of Units | % Dist. | Number of Units | % Dist. |
| Single-Family (Detached) | 19,773 | 43.3% | 24,212 | 46.7% | 4,439 | 22.4% |
| Single-Family (Attached) | 2,348 | 5.1% | 4,203 | 8.1% | 1,855 | 79.0% |
| Duplex (2-units) | 3,369 | 7.4% | 2,531 | 4.9% | -838 | -24.9% |
| Multi-Family (3+ units) | 8,812 | 19.3% | 10,078 | 19.5% | 1,266 | 14.4% |
| Mobile Home/Trailer/Other | 11,359 | 24.9% | 10,772 | 20.8% | -587 | -5.2% |
| **Total Year-Round Units** | **45,661** | **100.0%** | **51,796** | **100.0%** | **6,135** | **13.4%** |

Source: Florida Housing Data Clearinghouse, April 2010; 1990 data-U.S. Bureau of the Census

**Table 7.8** provides housing units by type for unincorporated County for 2000. Based on 2000 Census (dated April 1, 2000), more than half of the unincorporated County's 24,595 year-round[5] housing units were single-family units; 10.4 percent were multi-family units, 2.7 percent were duplex units, and another 30.9 percent were mobile homes/trailers/other.

**Table 7.8 - Unincorporated Housing Units by Type 2000-2010**

| | 2000 | | 2010 | |
|---|---|---|---|---|
| Unit Type | Number of Units | % Dist. | Number of Units | % Dist. |
| Single-Family (Detached) | 12,847 | 52.2% | | |
| Single-Family (Attached) | 920 | 3.7% | | |
| Duplex (2-units) | 669 | 2.7% | | |
| Multi-Family (3+ units) | 2,561 | 10.4% | | |
| Mobile Home/Trailer/Other | 7,598 | 30.9% | | |
| **Total Year-Round Units** | **24,595** | **100.0%** | | |

Source: Florida Housing Data Clearinghouse, April 2010. 2010 data will be provided once published by the Census.

### 7.2.1.1 Hotel/Motel Transient Units

Section 101-1 of the County LCD defines housing as, "lawfully established hotel rooms, campground spaces, mobile homes, transient residential units, institutional residential units (except hospital rooms) and live-aboards".

Historically the number of hotel/motel transient units has declined in the last years. In 2003 the Florida Department of Business and Professional Regulation reported 9,373

[5] The U.S. Census number of dwelling units excludes seasonal population, live aboards, etc.

hotel/motel rooms countywide. In 2010 there were 7,967. By March 14, 2011 there were 3,632 countywide.

The County has adopted a series of ordinances regarding hotel/motel transient units:

1) The Board of County Commissioners (BOCC) adopted Ordinance No. 47-1999 on November 10, 1999, creating Sec. 9.5-120.5, which established that new transient residential units, such as hotel/motel rooms, or campground, recreational vehicle or travel trailers spaces, would not be eligible for residential ROGO allocations until January 1, 2002.

2) The BOCC extended the moratorium on new transient units from January 1, 2002 to December 31, 2006, through Ordinance No. 001-2002. The BOCC adopted Ordinance No. 001-2007 to extend the moratorium on new transient units to December 31, 2008. The moratorium was then set to expire on July 31, 2010.

3) According to the *Economic Trends and Opportunities in Unincorporated Monroe County* report, the number of licensed hotel/motel[6] rooms in unincorporated County was 2,199 and 8,680 countywide. According to the Monroe County Tourist Development Report dated March 2010, the County excluding Key West, had 56.3, percent occupancy as of January 2010. Key Largos occupancy rate was at 57.9 percent and Key West at 78.4 percent during the same period.

4) At their July 21, 2010 meeting, the BOCC extended the prohibition of new transient residential units including hotel or motel rooms, campground spaces or spaces for parking or recreational vehicle or travel until December 31, 2011 (Ord. 023-2010 and MCLDC Section 138.23).

### *7.2.2 Occupancy and Tenure [Rule 9J-5.010 (1)(a) F.A.C.]*

As indicated in **Table 7.9**, occupied units dominated the County's housing market in 2000, accounting for 64.0 percent of all units; vacancy was reported at 36.0 percent. Owner occupancy predominates at 70.4 percent; whereas, renter occupancy was reported at 29.6 percent. The MKPA had the highest vacancy rate at 71.9 percent when compared to the other planning areas; this percentage exceeds that of the County (36.0 percent). Of the dwelling units that were occupied in the MKPA, at the time of the 2000 Census, 81.6 percent were occupied by owners.

As seen in **Table 7.9**, the geographic distribution was assessed through Geographic Information System (GIS) from the U.S. Census. Analysis was performed at the block level in order to carve out the unincorporated County planning areas. The Lower and Upper Keys

[6]Number of rooms from licensed hotel/motel acquired from Economic Trends and Opportunities in Unincorporated Monroe County by Fishkind and Associates, Inc. February 23, 2011 report.

Planning Areas have the highest dwelling unit distribution with 47.3 and 46.9 percent, respectively, of the housing stock. In comparison, the MKPA has the lowest percentage of housing stock at 5.8 percent.

According to the *2008 Hurricane Evacuation Model Report* by Reid Ewing, for the County as a whole, occupancy rates for permanent dwelling units appear to have declined by about 20 percent between the 2000 Census and the 2007 American Community Survey (ACS). Therefore, it is estimated that the occupancy rate for the unincorporated County of 64.0 percent, as reported by the 2000 Census, has decreased to 51.2 percent.

**Table 7.9 - Unincorporated Housing Inventory by Occupancy Status and Tenure, 2000**

| | Lower Keys | | Middle Keys | | Upper Keys | | Total | |
|---|---|---|---|---|---|---|---|---|
| | Number Units | Percent | Number Units | Percent | Number Units | Percent | Number Units | Percent |
| Owner | 6,159 | 71.9 | 328 | 81.6 | 4,847 | 71.5 | 11,334 | 70.4 |
| Renter | 2,413 | 28.1 | 74 | 18.4 | 1,934 | 28.5 | 4,421 | 29.6 |
| Vacant | 3,033 | 26.2 | 1,029 | 71.9 | 4,734 | 41.1 | 8,799 | 36.0 |
| Occupancy | 8,572 | 73.8 | 402 | 28.1 | 6,781 | 58.9 | 15,755 | 64.0 |
| Total | 11,605 | 47.3 | 1,431 | 5.8 | 11,515 | 46.9 | 24,554* | 100.0 |

Source: Florida Housing Data Clearinghouse, April 2010
*41 dwelling units located in the Mainland according to Census Block GIS analysis.
Note: Will be updated with Census 2010 upon data release scheduled for April 1st 2011.

***The Remainder of This Page Intentionally Left Blank***

### 7.2.3 *Vacancy Status*
### *[Rule 9J-5.010(1)(a) F.A.C.]*

At the time of the 2000 Census, the vacant homes were classified as 79.1 percent seasonal, recreational or occasional use; 7.4 percent was categorized as "Other Vacant"; and 6.2 percent of the vacant homes were for rent. The remaining units were classified as for sale, rented or sold, not occupied, and for migrant workers. This is illustrated on **Table 7.10.**

**Table 7.10 - Vacancy Status, 2000**

| | | | |
|---|---|---|---|
| 2000 Occupancy Status | Occupied | 15,788 | 64.2% |
| | Vacant | 8,807 | 32.8% |
| | Total Units | 24,595 | 100.0% |
| 2000 Vacancy Status | For Rent | 548 | 6.2% |
| | For Sale Only | 430 | 4.9% |
| | Rented or Sold Not Occupied | 203 | 2.3% |
| | Seasonal, Recreational or Occasional Use | 6,967 | 79.1% |
| | For Migrant Workers | 6 | 0.1% |
| | Other Vacant | 653 | 7.4% |

Source: Florida Housing Data Clearinghouse, April 2010
Note: Will be updated with Census 2010 upon data release scheduled for April1st 2011.

As a comparison, **Table 7.11** provides the Vacancy Status from 1990. It is important to note that at the time the 1990 data was collected, the City of Marathon and the Village of Islamorada were not incorporated. Therefore, 1990 unincorporated numbers will be higher when compared to those of unincorporated 2000.

**Table 7.11 - Vacancy Status, 1990**

| | | | |
|---|---|---|---|
| 1990 Occupancy Status | Occupied | 22,564 | 69.0% |
| | Vacant | 10,133 | 31.0% |
| | Total Units | 32,697 | 100.0% |
| 1990 Vacancy Status | For Rent | 1,065 | 10.5% |
| | For Sale Only | 731 | 7.2% |
| | Rented or Sold Not Occupied | 1,316 | 13.0% |
| | Seasonal, Recreational or Occasional Use | 7,021 | 69.3% |

Source: "Housing Element" of the Technical Document, Table 7.2 of the *2010 Monroe County Comprehensive Plan*
Note: "For Migrant Workers" and "Other Vacant" not available; and the City of Marathon and the Village of Islamorada was not incorporated in 1990.

In recent years Census 2000 and ACS from 2005-2008 have shown a substantial amount of home units are held for seasonal use. The data indicates the number of seasonal units has risen from 12,628 in 2000 to 15,262 in 2005 to 19,195 in 2008. This is an increase of 6,567 seasonal units. During the same period, permanently occupied units have fallen from

35,086 to 29,084, or about 6,002 units. Based on the ACS and Census data, the loss in permanent population is approximately equivalent to the gain in seasonal population since year 2000.

Contributing to the declining permanently occupied units is the rate of foreclosed homes and the increasing rate of non-homesteaded units. During the 2000-2009 period total homesteaded units increased from 16,005 to 16,698 units, a net increase of 693 units. During the same period, non-homesteaded units moved from 20,784 to 22,197, a net increase of 1,413 units. In general, non-homesteaded properties represent seasonal vacant, second homes, or for rent units. Population in these should be distinguished from short-term tourist visitors. However, in times of high foreclosure rates, a shift to non-homestead may represent a temporary loss in permanent population.

This compares with the 3,431 foreclosures from 2005-2009, recognizing it is likely as much as half of the foreclosed units may have been resold since the initial foreclosures which began in 2005, and some tendency for those units to return to a homesteaded status. By 2009, after speculative investing ceased, the share of non-homesteaded properties went back down, falling to 2003 levels.

The non-homestead rate for all units is now 57.1 percent (2010). This is essentially the same rate both pre and post bubble. Single family non-homestead rates began to move up more closely in concert with rising foreclosures; therefore, a considerable portion of permanent population losses may be attributable to foreclosures arising from the speculative housing bubble, and thus temporary. The expectation is some permanent population may return to these units over the course of the planning horizon – thus permanent population may increase over this period in substantially greater numbers than the growth in new housing units.

There has been an increase in vacant units from 2005-2009. During this period both the Census and BEBR indicated permanent population loss. From 2005 to 2008 the ACS indicated an increase in seasonal vacancy of 3,457 units. During the 2005-2009 period, foreclosure data indicated there were 3,431 foreclosures, as noted earlier. Thus, the ACS data indicates, on net, the permanent population losses and associated housing vacancy is being shifted into seasonal units. Further, it is believed that vacant units are associated with seasonal (non-permanent population) population. With a reported permanent population growth in 2009 and increasing homestead exemptions in 2009 on one hand and coinciding numbers of foreclosures and seasonal increase through ACS, it is equally possible that permanent population loss is temporary and due as much to the end of the housing bubble, foreclosures and rising unemployment, as it is due to a shift from permanent to seasonal residency. It is likely both conditions exist and are occurring.

### 7.2.4 *Age of Housing*
*[Rule 9J-5.010 (1)(a) F.A.C.]*

At the time of the 2000 Census, 19.2 percent of the housing stock is estimated to be 30 or more years old, or built before 1970. The number of structural problems generally reflects housing conditions and usually increases with the age of the housing stock. This is illustrated on **Table 7.12.**

**Table 7.12 - Distribution of Housing Units by Age, 2000**

| Year Built | Number Units | Percent |
|---|---|---|
| 1999-March 2000 | 686 | 2.8% |
| 1995-1998 | 1,892 | 7.7% |
| 1990-1994 | 3,180 | 12.9% |
| 1980-1989 | 7,300 | 29.7% |
| 1970-1979 | 6,829 | 27.8% |
| 1960-1969 | 2,874 | 11.7% |
| 1950-1959 | 1,318 | 5.4% |
| 1940-1949 | 2,90 | 1.2% |
| 1939 or Earlier | 226 | 0.9% |
| Percentage built before 1970 | | 19.2% |
| **Total** | **24,595** | **100.0%** |

Source: Florida Housing Data Clearinghouse, April 2010
Note: Will be updated with Census 2010 upon data release scheduled for April 2011.

***The Remainder of This Page Intentionally Left Blank***

## 7.2.5 *Price/Rent Characteristics and Affordability [Rule 9J-5.010 (1)(a) F.A.C.]*

### 7.2.5.1 Introduction

The availability of affordable housing is one of the most challenging issues facing Florida - and around the nation. A few of the barriers to creating affordable housing in the County are the high cost of land; a limited number of affordable ROGO allocations; and competition for a finite amount of subsidies. Affordable housing may be defined as the "ability" of a household to purchase a home. As defined by the U.S. Department of Housing and Urban Development (HUD), affordable housing is one which cost does not exceed 30 percent of a household's gross income. If it exceeds 30 percent of the households gross income the household is considered to be cost burdened. There are two major factors that define whether a dwelling unit is affordable: household income and cost. Two primary affordable housing indicators are the affordability index and the number of cost burdened households.

The affordability index measures the ability of the median income household in an area to afford a median priced house. In addition to the median income and median house price in an area, the index construction requires the current mortgage interest rate, assumptions about the down payment required to purchase the median price dwelling unit, and the maximum percentage of household income that can be spent on housing. An index of 100 indicates the typical (median) family in the area has sufficient income to purchase a single-family dwelling unit selling at the median price.

The Shimberg Center for Housing Studies developed an affordability index for all Florida counties in a 2004 study. Median house prices were calculated from the Florida Department of Revenue county property appraiser datasets. Median household incomes come from the 2000 decennial US Census. Although important, median sale prices in a county or Metropolitan Statistical Area (MSAs) do not alone determine housing affordability. A second important factor is the income of area residents. The highest household incomes in Florida are generally in the coastal counties that also contain many high priced housing units. However, median household incomes and single-family house prices in an area are only moderately correlated, which can lead to significant differences in housing affordability across counties and MSAs. According to the Shimberg Center study, the County has the lowest affordability index with the least affordable homes. However, the affordability index focuses only on the average incomes and housing prices and does not consider the lowest income householders that would typically rent.

Cost burden is another method of evaluating housing affordability and probably more reliable because it accounts for all income including those that would buy and those that would rent. As mentioned, a household that is cost burdened is one that is paying more than 30 percent of their gross income in housing cost (30 percent is established by HUD as a parameter for an affordable home). Housing cost includes taxes and insurance for owners and utility costs for owners and renters. The Shimberg Study concluded that while 20 percent of owners in the State of Florida are cost burdened, 41.6 percent of renters are

cost burdened or paying more than 30 percent of their income towards housing cost. The cost burdened topic in the County is further elaborated in **Section 7.2.7** *"Cost to Income Ratio".*

### 7.2.5.2 Monroe County Affordable Housing Defined

As defined in Sec 101-1, of the MCLDC, affordable housing is considered to be one which:

1) Meets all applicable requirements of HUD minimum property standards as to room sizes, fixtures, landscaping and building materials, when not in conflict with applicable laws of the county; and

2) Monthly rent, not including utilities, does not exceed 30 percent of that amount which represents either 50 percent (very low income) or 80 percent (low income) or 100 percent (median income) or 120 percent (moderate income) of the monthly median adjusted household income for the County.

3) Affordable Rental Housing

- Very low income - a rental dwelling unit which monthly rent, not including utilities, does not exceed 30 percent of the amount that represents 50 percent of the monthly median adjusted household income for the county.

- Low income- a rental dwelling unit which monthly rent, not including utilities, does not exceed 30 percent of the amount that represents 80 percent of the monthly median adjusted household income for the county.

- Median income - a rental dwelling unit which monthly rent, not including utilities, does not exceed 30 percent of the amount that represents 100 percent of the monthly adjusted median household income for the county.

- Moderate income - a rental dwelling unit which monthly rent, not including utilities, does not exceed 30 percent of the amount that represents 120 percent of the monthly median adjusted household income for the county.

4) Owner Occupied Affordable Housing

- Very Low Income - a dwelling unit occupied only by a household whose total household income does not exceed 50 percent of the median monthly household income for the county.

- Low Income - a dwelling unit occupied only by a household whose total household income does not exceed 80 percent of the median monthly household income for the county.

- Median Income - a dwelling unit occupied only by a household whose total household income does not exceed 100 percent of the median monthly household income for the county.

- Moderate Income - a dwelling unit occupied only by a household whose total household income does not exceed 160 percent of the median monthly household income for the county.

The County's low paying jobs in the service and tourism industry have failed to keep up with the increasing housing cost even before the recession. Typically, the moderate income range for qualifying for affordable housing assistance is 120 percent of the area median income; however, since the housing prices in the County are disproportionately high, the County and the State allows households making 160 percent of the area median income to qualify for affordable housing assistance (House Bill 1363 Ch. 2006-69, s. 27, Laws of Fla.) for home purchase.

### 7.2.5.3 Housing Value and Affordability

As seen in **Table 7.13**, the median value of specified owner-occupied units, for the County as a whole, according to the 2000 Census, was $241,200. This is an increase of nearly 60 percent from 1990. As seen in the ACS for 2006-2008, the 2000 median house value increased by 154 percent in 2008 ($613,900). According to the Shimberg Institute, the average home sales price in 2009 declined to $572,607. The 2009 decline in selling price reflects the economic recession.

**Table 7.13 - Historic Median Housing Value for Monroe County**

| Year | Value | Percent Change |
|---|---|---|
| 1970 | $16,500 | -- |
| 1980 | $62,200 | 276.9% |
| 1990 | $151,200 | 143.1% |
| 2000 | $241,200 | 59.5% |
| 2008 | $613,900 | 154.5% |
| 2009 | $572,607 | -6.7% |

Source: U.S. Census, 1970, 1980, 1990, 2000, American Community Survey 2006-2008, and Shimberg Center for 2009 average home sales price.

According to HUD data, the County's area median income in 2010 was $68,400. **Table 7.14** depicts the household income levels qualifying for affordable housing based on assumed family size for households with a single income provider working 40 hours for both renter and owner housing. This is the best available data and is provided by the County Growth Management Division.

**Table 7.14 - Qualifying Incomes for Single Income Provider (40 hours)**

| Unit Size | Household size | Owner/ Tenant Very Low (50 % of AMI) | Owner/ Tenant Low (80 % of AMI) | Owner/ Tenant Median (100 % of AMI) | Tenant Moderate (120% of AMI) | Owner Moderate (160% of AMI |
|---|---|---|---|---|---|---|
| Efficiency | 1 Person | $24,085 | $38,535 | $48,169 | $57,803 | $77,070 |
| 1 bedroom | 2 Persons | $27,581 | $44,129 | $55,161 | $66,194 | $88,258 |
| 2 bedroom | 3 Persons | $30,811 | $49,297 | $61,622 | $73,946 | $98,595 |
| 3 bedroom | 4 Persons | $34,200 | $54,720 | $68,400[7] | $82,080 | $109,440 |

Source: Monroe County Growth Management, 2010, MCLDC Sec 101-1

For a household comprised of adults related by marriage or domestic partnership registered with the County, only the highest 60 hours of the combined employment hours are counted, and considered to be 75 percent of the adjusted gross income. The income of dependents regardless of age is not counted in calculating a household's income (MCLDC Sec. 130.161). Income levels for domestic partnerships are illustrated on **Table 7.15** and are the best available data as provided by the County Growth Management Division.

**Table 7.15 - Qualifying Incomes for Married or Domestic Partnership Households (60 hours)**

| Unit Size | Household size | Owner/ Tenant Very Low (50 % of AMI) | Owner/ Tenant Low (80 % of AMI) | Owner/ Tenant Median (100 % of AMI) | Tenant Moderate (120 % of AMI) | Owner Moderate (160 % of AMI |
|---|---|---|---|---|---|---|
| Efficiency | 1 Person | $32,112 | $51,380 | $64,225 | $77,070 | $102,760 |
| 1 bedroom | 2 Persons | $36,774 | $58,838 | $73,548 | $88,258 | $117,677 |
| 2 bedroom | 3 Persons | $41,081 | $65,729 | $82,162 | $98,594 | $131,459 |
| 3 bedroom | 4 Persons | $45,600 | $72,960 | $91,200 | $109,440 | $145,920 |

Source: Monroe County Growth Management, 2010, MCLDC Sec. 130.161

[7] Area median income based on HUD.

To compute the monthly maximum rental rates, 30 percent of the household income is divided by 12 (months). **Table 7.16** illustrates the maximum rental rates by income level in 2010 for single income providers.

**Table 7.16 - Tenant Maximum Rental Rates for Single Income Provider**

| Unit Size | Very Low (50 % of AMI) | Low (80 % of AMI) | Median (100 % of AMI) | Moderate (120% of AMI) |
|---|---|---|---|---|
| Efficiency | $602 | $ 963 | $1,204 | $1,445 |
| 1 bedroom | $646 | $1,033 | $1,292 | $1,550 |
| 2 bedroom | $772 | $1,235 | $1,543 | $1,852 |
| 3 bedroom | $883 | $1,413 | $1,766 | $2,119 |
| 4 bedroom | $990 | $1,584 | $1,980 | $2,376 |

Source: Monroe County Growth Management, 2010.

To compute the monthly maximum rental rates, 30 percent of the household income is divided by 12 (months). **Table 7.17** illustrates the maximum rental rates by income level in 2010 for married or domestic partnership households.

**Table 7.17 - Tenant Maximum Rental Rates for Married or Domestic Partnership Households**

| Unit Size | Very Low (50 % of AMI) | Low (80 % of AMI) | Median (100 % of AMI) | Moderate (120% of AMI) |
|---|---|---|---|---|
| Efficiency | $803 | $1,285 | $1,606 | $1,927 |
| 1 bedroom | $861 | $1,378 | $1,722 | $2,067 |
| 2 bedroom | $1,029 | $1,646 | $2,058 | $2,469 |
| 3 bedroom | $1,177 | $1,884 | $2,355 | $2,826 |
| 4 bedroom | $1,320 | $2,112 | $2,640 | $3,168 |

Source: Monroe County Growth Management, 2010.

Maximum selling price for an affordable housing unit based on the 2010 median income of $68,400 is illustrated in **Table 7.18.** As defined by the MCLDC 101-01, the maximum sales price, for an owner occupied affordable housing unit, means a price not exceeding 3.75 times the annual median household income for the County for a one bedroom or efficiency unit, 4.25 times the annual median household income for the County for a two bedroom unit, and 4.75 times the annual median household income for the County for a three or more bedroom unit.

**Table 7.18 - Maximum Selling Price for Affordable Units in 2010**

| Unit Size | Multiplier | Max Sales Price |
|---|---|---|
| Efficiency/1 Bedroom | 3.75 | $256,500 |
| 2 Bedroom | 4.25 | $290,700 |
| 3 Bedroom | 4.75 | $324,900 |

Source: Monroe County Growth Management, 2010.

For a median income households made up of two person income providers related by marriage or domestic partnership, the income would be approximately $73,548, as seen in **Table 7.15**. For this household, it would be difficult to purchase a market rate home. Typically, the ability to purchase a dwelling unit is calculated by the household income multiplied by three. Therefore, the same household of two income providers would be able to afford a $220,644 market rate home. However, the average market rate price in 2009 was recorded at $572,607 **(Table 7.13)**. This is an affordability gap of 351 thousand dollars. Affordability gap is calculated by subtracting the housing price ($572,607) by the purchase ability ($220,644).

If the same family were to be qualified to purchase an affordable dwelling unit, and were to purchase efficiency or 1 bedroom apartment, the selling price would have to be no greater than $275,806, applying the 3.75 multiplier as seen in **Table 7.18**.

*7.2.5.3.1 Owner Occupied Housing Value*

As required by Rule Chapter 9J-5 F.A.C., the distribution of specified owner-occupied units within the County and the median value trends are shown in **Table 7.19** and are based on unincorporated County data acquired an April 2010 from the Florida Housing Data Clearinghouse (FHDC) The FHDC provides public access to data about housing in Florida. Data for unincorporated County was acquired from the FHDC and is based on 2000 Census data.

**Table 7.19 - Distribution of Owner-Occupied Housing by Value, 2000**

| Housing Value | Number of Units | Percent Distribution |
|---|---|---|
| <$50,000 | 31 | 0.4% |
| $50,000-$99,999 | 350 | 4.9% |
| $100,000-$149,999 | 1,240 | 17.2% |
| $150,000-$199,999 | 1,470 | 20.4% |
| $200,000-$299,999 | 1,874 | 26.0% |
| $300,000-$499,999 | 1,447 | 20.1% |
| $500,000-$999,999 | 495 | 6.9% |
| >$1,000,000 | 291 | 4.0% |
| **Total** | **7,198** | **100.0%** |

Source: Florida Housing Data Clearinghouse, April 2010
Note: Excluding mobile homes

The 2000 data in **Table 7.19** indicates that less than one percent of units were valued below $50,000 according to the Florida Housing Data Clearinghouse; less than five percent were valued below $99,999; approximately 94 percent of units were valued at over $100,000. When comparing owner occupied housing cost to the 2000 median value, there were approximately 42.9 percent of the owner occupied housing that fall below the median value ($241,200).

As a comparison, the distribution of specified owner-occupied units within the County and the median value trends for 1990, are as reported in the "Housing Element" of the Technical Document of the *2010 Monroe County Comprehensive Plan* as adopted in1995, are shown in **Table 7.20.** It is important to note that at the time the 1990 data was collected, the City of Marathon and the Village of Islamorada were not incorporated; therefore unincorporated 1990 totals will be higher when compared to unincorporated 2000 totals.

**Table 7.20 - Distribution of Owner-Occupied Housing by Value, 1990**

| Housing Value | Number of Units | Percent Distribution |
|---|---|---|
| <$59,999 | 609 | 5.0% |
| $60,000-$99,999 | 2,441 | 20.2% |
| $100,000-$149,999 | 2,914 | 24.2% |
| $150,000-$199,999 | 2,346 | 19.5% |
| >$200,000 | 3,749 | 31.1% |
| Total | 12,059 | 100.0% |

Source: "Housing Element" of the Technical Document, Table 7.5 of the *2010 Monroe County Comprehensive Plan* taken from the U.S. Census Bureau 1990. Note: This excludes mobile homes.

***The Remainder of This Page Intentionally Left Blank***

### 7.2.5.3.2 Monthly Cost of Owner-Occupied Units

**Table 7.21** and **Table 7.23**, presents the distribution of specified owner-occupied housing cost in the County by mortgage status and non-mortgage status for year 2000. According to the FDCH, in 2000, about 57.1 percent of renters paid between $1,000 and $1,999 per month.

Only 8.7 percent of the owners with non-mortgage status paid more than $1,000 per month. About 45.7 percent of non-mortgage status owners paid between $400 and $699 per month.

It is important to mention that mortgage status and non-mortgage status are collected from a 1-in-6 sample and weighted to represent the total population and thus totals will not equal the 11,334 unit shown in **Table 7.9.**

**Table 7.21- Mortgage Status and Selected Monthly Owner Costs[8] Unincorporated Monroe County, 2000**

| Range | Number of Units | Percent Distribution |
|---|---|---|
| Less than $299 | 7 | 0.2% |
| $300 - $399 | 0 | 0.0% |
| $400 - $499 | 27 | 0.6% |
| $500 - $599 | 59 | 1.4% |
| $600 - $699 | 170 | 3.9% |
| $700 - $799 | 188 | 4.3% |
| $800 - $899 | 247 | 5.7% |
| $900 - $999 | 294 | 6.8% |
| $1,000 - $1,249 | 756 | 17.4% |
| $1,250 - $1,499 | 839 | 19.3% |
| $1,500 - $1,999 | 887 | 20.4% |
| $2000-$2499 | 373 | 8.6% |
| $2500-$2999 | 239 | 5.5% |
| $>$3000 | 253 | 5.8% |
| Total[9] | 4,339 | 100.0% |

Source: Florida Housing Data Clearinghouse, April 2010

As a comparison, the 1990 mortgage status and selected monthly owner costs for Monroe County, are as reported in the "Housing Element" of the Technical Document of the *2010 Monroe County Comprehensive Plan* as adopted in 1995, are shown in **Table 7.23.** It is important to note that at the time the 1990 data was collected, the City of Marathon and the Village of Islamorada were not incorporated.

[8] Selected monthly owner costs, such as mortgage payments and utilities, are a measure of the cost of homeownership. When combined with income, selected monthly owner costs offer an excellent measure of affordability and excessive shelter costs.

[9] Sample data or collected from a 1-in-6 sample and weighted to represent the total population.

**Table 7.22 - Mortgage Status and Selected Monthly Owner Costs Monroe County, 1990**

| Range | Number of Units | Percent Distribution |
|---|---|---|
| Less than $299 | 188 | 2.8% |
| $300 - $399 | 189 | 2.9% |
| $400 - $499 | 288 | 4.3% |
| $500 - $599 | 414 | 6.3% |
| $600 - $699 | 615 | 9.3% |
| $700 - $799 | 553 | 8.4% |
| $800 - $899 | 587 | 8.9% |
| $900 - $999 | 640 | 9.7% |
| $1,000 - $1,249 | 1,174 | 17.8% |
| $1,250 - $1,499 | 688 | 10.4% |
| $1,500 - $1,999 | 540 | 8.2% |
| $2,000 or more | 730 | 11.0% |
| Total | 6,606 | 100.0% |

Source: "Housing Element" of the Technical Document, Table 7.6 of the *2010 Monroe County Comprehensive Plan*

**Table 7.23 - Non Mortgaged Status and Selected Monthly Owner Costs, Unincorporated Monroe County, 2000**

| Range | Number of Units | Percent Distribution |
|---|---|---|
| <$100 | 23 | 0.8% |
| $100-$149 | 61 | 2.1% |
| $150-$199 | 90 | 3.1% |
| $200-$249 | 131 | 4.6% |
| $250-$299 | 138 | 4.8% |
| $300-$349 | 282 | 9.9% |
| $350-$399 | 254 | 8.9% |
| $400-$499 | 599 | 21.0% |
| $500-$599 | 411 | 14.4% |
| $600-$699 | 295 | 10.3% |
| $700-$799 | 173 | 6.1% |
| $800-$899 | 131 | 4.6% |
| $900-$999 | 23 | 0.8% |
| >$1,000 | 248 | 8.7% |
| Total [10] | 2,859 | 100.0% |

Source: Florida Housing Data Clearinghouse, April 2010.

[10] Sample data or collected from a 1-in-6 sample and weighted to represent the total population. It will not equate to the housing unit count in Table 7.5.

### 7.2.5.3.3 Rental Rates

The FHDC provides the distribution of units by contract rent. Contract rent is the monthly rent agreed to, or contracted for, regardless of any furnishings, utilities, or services that may be included. The distribution of specified renter-occupied units is illustrated in **Table 7.24.**

**Table 7.24 - Distribution of Renter Occupied Units by Contract Rent Range, 2000**

| Rent Range | Number of Units | Percent Distribution | Price Comparison |
|---|---|---|---|
| <$200 | 68 | 1.5% | |
| $200-$299 | 121 | 2.7% | |
| $300-$499 | 456 | 10.3% | 14.5% |
| $500-$749 | 1,159 | 26.1% | |
| $750-$999 | 1,247 | 28.1% | |
| $1,000-$1,499 | 841 | 18.9% | |
| $1,500 or More | 228 | 5.1% | |
| No Cash Rent | 325 | 7.3% | 85.5% |
| **Total** | **4,445** | **100.0%** | **100.0%** |

Source: Florida Housing Data Clearinghouse, April 2010.

As a comparison, the 1990 mortgage status and selected monthly owner costs for Monroe County, are as reported in the "Housing Element" of the Technical Document component of the *2010 Monroe County Comprehensive Plan* as adopted in 1995, are shown in **Table 7.25.** It is important to note that at the time the 1990 data was collected, the City of Marathon and the Village of Islamorada were not incorporated. Therefore, 1990 numbers of units will be higher.

**Table 7.25 - Distribution of Renter Occupied Units by Contract Rent Range, 1990**

| Rent Range | Number of Units | Percent Distribution | Price Comparison |
|---|---|---|---|
| <$199 | 2,533* | 20.2% | |
| $200-$299 | 681 | 5.4% | |
| $300-$499 | 3,323 | 26.4% | 52.0% |
| $500-$699 | 3,559 | 28.3% | |
| >$700 | 2,482 | 19.7% | 48.0% |
| **Total** | **12,578** | **100.0%** | |

Source: "Housing Element" of the Technical Document, Table 7.7, *2010 Monroe County Comprehensive Plan.*
*includes No Cash Rent

As a comparison, it is evident from **Table 7.24** and **Table 7.25**, that the percent distribution of rental price below $500 has deceased for more than half from 1990 to 2000. In 1990 rental price below $500 distribution was 52.0 percent and 14.5 percent in 2000.

## 7.2.6 *Cost to Income Ratios [Rule 9J-5.010 (1)(a) F.A.C.]*

### 7.2.6.1 Rent-to-Income Ratios

According to the HUD, the threshold for affordable housing is a rent-to-income ratio of 30 percent. In other words, when gross monthly housing cost exceeds 30 percent of monthly household income, the household is considered to be paying too much for housing versus other essential living expenses. This is known as a household that is cost burdened.

Based on the 30 percent cost burdened threshold, the general trend is that the lower the household income range (less than $10,000 on **Table 7.26**), the higher the degree of being cost burdened. 92 percent of households making an income below $10,000 are cost burdened. In the other spectrum, at the income range of $75,000 or more, the rate of households that were cost burdened was only 6.3 percent. This trend is consistent with the exception of income range $50,000 - $74,999, where all renter households were cost burdened. Renter households, with annual incomes below $34,999, accounted for 59 percent of total renter households, but represented 75 percent of households being cost burdened. Of the 3,310 renter household sample, 54.0 percent was cost burdened. These trends are depicted in **Table 7.26.**

**Table 7.26 - Rent-to-Income for Renter-Occupied Units, 1999**

| Gross Rent as a % of Household Income | < $10,000 | $10,000-$19,999 | $20,000-$34,999 | $35,000 - $49,999 | $50,000 - $74,999 | $75,000 or more |
|---|---|---|---|---|---|---|
| < 29% | 32 | 95 | 352 | 648 | 0 | 403 |
| 30 – 34.9% | 0 | 28 | 115 | 100 | 46 | 27 |
| 35% or More | 378 | 594 | 356 | 107 | 29 | 0 |
| Total | 410 | 717 | 823 | 855 | 75 | 430 |
| Not Computed | 166 | 78 | 69 | 0 | 45 | 19 |
| Percent Cost Burdened | 92.2% | 86.8% | 57.2% | 24.2% | 100.0% | 6.3% |

Source: Florida Housing Data Clearinghouse accessed April 2010
Note: Data will be updated once the Census 2010 is available, estimated to occur on April 2011.

As a comparison, the 1989 Rent-to Income for Renter-Occupied Units, are as reported in the "Housing Element" of the Technical Document component of the *2010 Monroe County Comprehensive Plan* as adopted in 1995, are shown in **Table 7.27**. The trend of the lower income being the most cost burdened when compared the 1999. However, renters at the various income ranges were less cost burdened back in 1989. Of the 11,183 renter households in 1989, 47.0 percent was cost burdened. This represents a five percent increase of cost-burdened renters in 1999. This restates the affordable housing need.

**Table 7.27- Rent-to-Income for Renter-Occupied Units, 1989**

| Gross Rent as a % of Household Income | < $10,000 | $10,000-$19,999 | $20,000-$34,999 | $35,000 - $49,999 | $50,000 - and more |
|---|---|---|---|---|---|
| < 29 % | 210 | 489 | 2,070 | 1576 | 1,192 |
| 30 – 34.9% | 81 | 319 | 474 | 121 | 34 |
| 35% or More | 1,197 | 1,927 | 894 | 169 | 0 |
| Total | 1,488 | 2,735 | 3,438 | 1,866 | 1,226 |
| Not Computed | 340 | 361 | 681 | 233 | 195 |
| Percent Cost Burdened | 85.9% | 82.1% | 39.8% | 15.5% | 2.8% |

Source: "Housing Element" of the Technical Document, Table 7.8 of the *2010 Monroe County Comprehensive Plan* taken from the U.S. Census Bureau 1990.

### 7.2.6.2 Owner-to-Income Ratios

Based on the HUD threshold of households paying more than 30 percent of their income as being cost burdened, the same trend is observed for owners. Lower income owner occupied households (with incomes below $10,000) were the most cost burdened at 92 percent. In contrast, at the $75,000 or more income range, 11.4 percent of households were cost burdened. Owner households with annual incomes below $34,999 accounted for 29 percent of total owner occupied households, but represent 66 percent of households which were cost burdened. 2,356 of the 7,412 owner households or 32 percent of the owner households were cost burdened. Owner-to-income ratios are shown on **Table 7.28.**

**Table 7.28 - Monthly Owner Cost by Income, 1999**

| Mortgage Payment as % of Household Income | < $10,000 | $10,000-$19,999 | $20,000-$34,999 | $35,000 - $49,999 | $50,000 - $74,999 | $75,000 or more |
|---|---|---|---|---|---|---|
| < 29% | 21 | 211 | 388 | 636 | 1,218 | 2,256 |
| 30 – 34.9% | 0 | 7 | 74 | 87 | 183 | 94 |
| 35% or More | 237 | 402 | 484 | 374 | 219 | 195 |
| Total | 258 | 946 | 946 | 1,097 | 1,620 | 2,545 |
| Not Computed | 112 | 0 | 0 | 0 | 0 | 0 |
| Percent Cost Burdened | 91.9% | 66.0% | 59.0% | 42.0% | 24.8% | 11.4% |

Source: Florida Housing Data Clearinghouse, April 2010

When comparing renter cost to income (**Table 7.26**) and owner cost to income (**Table 7.28**), it is evident that the lowest income households are the most cost burdened, more so for renters. Also, all renters at the $50,000 - $74,999 income range are cost burdened in comparison to only a quarter of those who own in that same income range. It is evident that renters are in more need of affordable housing assistance.

### 7.2.7 *Structural Condition of Housing Stock [Rule 9J-5.010 (1)(c) F.A.C.]*

Substandard housing is defined as units without complete kitchen facilities; units lacking some or all plumbing facilities (hot and cold piped water, flush toilets, no bathtub or shower); or units designated as deteriorating or dilapidated because of other structural deficiencies. Another characteristic of substandard housing are those that are overcrowded. Housing conditions are available for those lacking complete plumbing facilities, complete kitchens, central heat and over crowdedness and are illustrated in **Table 7.29.**

According to FHDC, which provides the latest available detail concerning structural conditions of housing, there were 139 units or about 0.6 percent of the unincorporated County's housing stock that lacked complete plumbing and could, therefore, be considered "substandard". Other factors, such as the lack of complete kitchen facilities, indicate a substandard unit; these units account for 0.8 percent of the total housing inventory. Approximately 6.1 percent of the County's occupied housing units had more than 1.01 persons per room.

Although these conditions are the norm for accessing substandard housing, the County may consider conducting an onsite survey to truly depict the severity of deteriorating and substandard structures. In particular, given that the housing stock is aging as indicated on **Table 7.12.**

**Table 7.29 - Inventory of Housing by Specified Condition, 2000**

| Condition | Number of Units | Percent Distribution |
|---|---|---|
| Lacking Complete Plumbing | 139 | 0.6% |
| Lacking Complete Kitchens | 191 | 0.8% |
| Lacking Central Heat* | 2,815 | 17.8% |
| Overcrowded Housing* | 822 | 6.1% |

*Share of occupied units
Source: Florida Housing Data Clearinghouse accessed on April 1st 2010
Will be updated with Census 2010 upon data release scheduled for April 2011.

***The Remainder of This Page Intentionally Left Blank***

## *7.2.8 Subsidized Housing Developments [Rule 9J-5.010(1)(d) F.A.C.]*

### 7.2.8.1 Housing Delivery Programs

Below is a list of programs that deal with the provision of subsidized and affordable housing.

#### *7.2.8.1.1 Federal Programs*

- The Community Development Block Grant (CDBG): This program has been in existence since 1974. The program is a significant source of funds for affordable housing; however, this is not the sole focus of such grants. CDBG funds can be used for a variety of community development initiatives, including affordable housing construction, home repair assistance for existing low-income homeowners, and economic development initiatives designed to spur business investment and economic growth in distressed neighborhoods. Funding is awarded according to a formula that attempts to quantify the amount of need in a community compared with other communities, using several economic and demographic measures. Communities receiving grants are required to solicit and encourage citizen participation, particularly from the proposed beneficiaries, in developing a final plan for using the funds.

- Home Investment Partnerships (HOME): This is a block grant program administered by HUD designed to provide flexible funding support for affordable low-income housing in the affordable housing solutions for low-income families. HOME funds can be used to acquire and renovate deteriorated properties or construct new housing for rent or sale. The funds can also be used for down payment assistance grants to individual homebuyers, as well as to other programs. The beneficiaries of HOME-funded programs must have incomes below 80 percent of the HUD-determined area median family income, and most uses of HOME funds have more specific income guidelines. The flexibility of the HOME program is designed to empower communities to find the best available uses for the money, and requires significant interagency cooperation. HOME funds must be matched with a 25 local contribution, which can take the form of cash from municipal bond issues or donated labor and construction materials from the private sector. Another form of local contribution can be vacant or abandoned properties-donated by private donors or the city-which after HOME-funded renovation and/or construction, would be sold to low-income homebuyers. Additionally, jurisdictions receiving HOME funding are required to commit at least 15 percent of funding to projects which will be owned or developed by experienced, local, community-based nonprofit organizations called Community Housing Development Organizations (CHDOs) by HUD, but often known as Community Development Corporations (CDCs). HOME-funded housing is required to remain affordable for low-income residents for at least 5 to 20 years, depending on the type of project and proportion of funding provided by HOME.

- The American Dream Down Payment Initiative: This is a corollary program to HOME designed specifically to aid low-income first-time homebuyers with funds for closing costs and a down payment. Families meeting the criteria are eligible for up to $10,000 or 6 percent of the purchase price (whichever is greater) of a home. Some of the funds may also be used for remedying health hazards such as lead-based paint in the home prior to occupancy. The ADDI program is administered in conjunction with the HOME program, but allocations are figured separately, and different rules apply.

- The Housing Opportunities for Persons with AIDS (HOPWA): This program provides special housing assistance for low-income persons diagnosed with HIV or AIDS. Assistance ranges from short-term rental assistance aimed at preventing homelessness, to ongoing longer-term rental assistance, to the acquisition, construction, and provision of supporting housing, which provides integrated services for health care, mental health, chemical dependency, and general case management. According to HUD, HOPWA funds are an important catalyst for partnerships; on average, approximately $2 is leveraged for every $1 provided by HOPWA. Baseline HOPWA funds are awarded based on a statutory formula program, but additional funds are available based on a competitive grant process awarding additional funds to highly successful or innovative programs.

- The Emergency Shelter Grants (ESG): This program provides federal funding for homeless shelters through HUD grants to local governments, which then disburse the grant monies to local nonprofits. ESG funds are required to be locally matched dollar for dollar. The matched funds are most likely to be found in the form of private fundraising by the recipient nonprofit organizations, but can also include other federal, state, and local grants as well as in-kind donations of real estate and volunteer time. ESG funds are also granted to state governments, but different rules apply.

- Federal Emergency Management Agency (FEMA): FEMA provides grants and assistance programs to local governments, such as the Disaster-Specific Assistance Program; Hazard-Related Grants and Assistance Programs, and Non-Disaster Programs.

- Section 8 Voucher Program: A voucher may be either "project-based" (where its use is limited to a specific apartment complex; public housing agencies (PHAs) may reserve up to 20 percent of its vouchers) or "tenant-based" (where the tenant is free to choose a unit in the private sector, is not limited to specific complexes). Under the voucher program, individuals or families with a voucher find and lease a unit (either in a specified complex or in the private sector) and pay a portion of the rent (based on income, but generally no more than 30 percent (40 percent being the maximum at time of lease-up) of the family's income).

### 7.2.8.1.2 Florida Programs[11]

- State Housing Initiatives Partnership (SHIP): State housing initiatives partnership SHIP is the first-and only-permanently funded, state housing program in the nation to provide funds directly to local governments to increase affordable housing opportunities in their communities. The program channels 69 percent of the documentary stamp tax revenues created by the Sadowski Act directly to counties and entitlement cities in Florida on a noncompetitive basis. Designed as an incentive for the formation of public-private partnerships for building, rehabilitating and preserving affordable housing, the SHIP program provides a financial means to develop and implement housing programs that are locally designed.

  SHIP funds may be used to provide emergency repairs to very low, low and moderate income households following a natural disaster as declared by the President of the United States, Governor of the State of Florida or by the Monroe County Board of County Commissioners. Funds can be used to purchase emergency supplies to weatherproof damaged home; interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable; construction of wells or repair of existing wells where public water is not available; post disaster assistance with non-insured repairs; and soft costs required to process assistance applications. The program is only implemented after a natural disaster.

  SHIP funds may be also used as part of the local contribution for programs that construct multi-family special needs rental housing. The SHIP funds that are used in these types of projects will be in the form of a deferred payment loan for 15 years at a one percent to five percent interest rate, depending upon cash flow of the project.

- State Apartment Incentive Loan (SAIL) Program: SAIL stimulates production of affordable, multi- and single-family rental housing for very low-income individuals and families in Florida. SAIL is a development incentive program, which leverages state loan funds, local government contributions, developer equity, and private bond financing. The State Apartment Incentive Loan program (SAIL) provides low-interest loans on a competitive basis to affordable housing developers each year. This money often serves to bridge the gap between the development's primary financing and the total cost of the development. SAIL dollars are available to individuals, public entities, not-for-profit or for-profit organizations that propose the construction or substantial rehabilitation of multifamily units affordable to very low income individuals and families.

- Florida Homeownership Assistance Program (HAP): Down payment Assistance Loan Program: This helps individuals and families with low incomes purchase their own homes by providing $2,500 in 0 percent interest, non-amortizing, second mortgage loans for down payments and closing costs. The following are:

11"Of Ships and Sails: Affordable Housing Financing Programs In Florida" (Foresight, Fall 1997)

*Permanent Loan Program* - This provides 0 percent interest, non-amortizing, second mortgage loans covering 25 percent of the purchase price of a home. These loans assist qualified borrowers with down payment/closing costs and reduce the principal on their first mortgage.

*Construction Loan Program*-A nonprofit developer or sponsor is eligible to borrow the lesser of either the total funds available in an application cycle, or 33 percent of the cost of the project to construct or substantially rehabilitate a minimum of four homes. At least 30 percent of the units must be set aside for low-income borrowers and 30 percent for very low-income borrowers.

- Predevelopment Loan Program (PLP): This program provides financial assistance for predevelopment costs, site acquisition, and development of land for housing affordable to individuals or families with very low and low incomes.

- Florida Affordable Housing Guarantee Program: This program provides guarantees on taxable loans and tax-exempt loans to stimulate innovative, private sector lending for multi- and single-family affordable housing.

1. Low-Income Rental Housing Tax Credit (LIHTC) Program: This program gives developers federal tax credits in exchange for acquisition and substantial rehabilitation for substantially rehabilitating or for new construction of rental housing projects for low or very low income rental housing units must be set aside for individuals or families.

2. Multi-Family Mortgage Revenue Bond Program: This program uses taxable and tax-exempt bonds to provide below-market interest rate loans to non-profits and for profits for developers of apartment units that set aside at least 20 percent of the units for households earning 50 percent or less of the AMI or forty percent for households earning 60 percent of the AMI.

3. Single-Family Mortgage Revenue Bonds (MRB) Program: This uses the proceeds from mortgage revenue bonds from statewide qualified lending institutions to offer below-market mortgage loans to first-time home buyers with low, moderate and or middle incomes. (FAC Rule 67-25)

#### *7.2.8.1.3 Monroe County Programs*

There are various County agencies with a role in affordable housing development[12]; these are:

[12] Monroe County Division of Housing and Community Development, 2007, *Monroe County Affordable and Workforce Housing.*

- Monroe County Planning and Environmental Resources Department: This Department works with property owners to develop and preserve Affordable Housing in unincorporated Monroe County. This department recommends and provides Comprehensive Plan amendments and MCLDCs relating to affordable housing.

- Monroe County Land Authority (MCLA): The MCLA is a land acquisition agency created pursuant to Section 2-397 of the MCLDC, Section 380.0661 of the Florida Statutes, and the Florida Keys and Key West Area of Critical State Concern designations. The agency is empowered to acquire and dispose of property for a range of public purposes, including recreation, affordable housing, environmental protection, and the protection of private property rights. As of September 30, 2009, the Monroe County Land Authority has expended $21 million on site acquisition, $28.5 million for affordable housing (Source: MCLA).

- Monroe County Housing Authority: The Housing Authority is responsible for low income and affordable rental apartments throughout the County, and oversees the SHIP program which provides 2nd mortgages to income-qualified home buyers.

As per the Monroe County Housing Authority, a variety of housing programs provide for subsidized housing in unincorporated Monroe County. These programs include State Apartment Incentive Loan Program (SAIL), Monroe County Land Authority Program (MCLA), Low Income Tax Housing Tax Credit (LIHTC), Federal Emergency Management Agency Program (FEMA) and other U.S. Housing and Community Development programs (HUD).

A total of 470 dwelling units are subsidized by several programs in unincorporated Monroe County, which are listed in **Table 7.30** and **7.31**. A total of 85 units are scheduled to be built. All of the units and developments listed in this section are rental.

***The Remainder of This Page Intentionally Left Blank***

**Table 7.30 - Subsidized Housing Developments, 2010**

| Development Name | Program Jurisdiction | Number of Units | Location |
|---|---|---|---|
| H. Bethel Apartments | FEMA/MCLA | 18 | Stock Island |
| Stock Island Apartments | LIHTC/SAIL | 130 | Stock Island |
| Meridian West | LIHTC/SAIL/MCLA | 102 | Stock Island |
| Flagler Village (a) | LIHTC | 49 | Stock Island |
| Atlantic Pines | LIHTC/SAIL | 14 | Big Pine Key |
| Scattered Sites | FEMA/MCLA | 5 | Big Coppitt Key |
| Blue Water (a) | LIHTC/MCLA | 36 | Tavernier |
| Newport Village | HUD | 50 | Key Largo |
| Tradewinds Hammocks | LIHTC/SAIL/MCLA | 66 | Key Largo |
| Total | | 470 | -- |

Source: Monroe County Housing Authority, 2010
(a) To be built.
FEMA - Federal Emergency Management Agency
MCLA - Monroe County Land Authority
LIHTC - Low Income Housing Tax Credit Program
SAIL - State Apartment Incentive Loan Program
HUD - U.S. Department of Housing and Urban Development

Section 8 federal funds are used to subsidize housing through cash vouchers in lieu of rent payments, loan assistance programs, rental rehabilitation aid, and other general assistance programs. A total of 143 dwelling units in the County are funded through this program, as shown in **Table 7.31.**

**Table 7.31 - Section 8 Subsidized Housing Developments, 2010**

| Development Name | Program Jurisdiction | Number of Units | Location |
|---|---|---|---|
| Section 8 Choice Vouchers | HUD | 56 | Lower Keys |
| Section 8 Choice Vouchers | HUD | 87 | Upper Keys |
| Total | | 143 | -- |

Source: Monroe County Housing Authority, 2010

### 7.2.8.2 Subsidized Housing and the Rate of Growth (ROGO) Process

The process of receiving a building permit in Monroe County is a competitive process. ROGO is a tool utilized by the County to control growth throughout the Keys. However, additional consideration is given to affordable housing permit applications. ROGO is a

point based system that allows applicants applying for a new residential building permit to compete against other applicants for the limited number of allocations issued each year. The number of allocations available is determined through the adoption of an administrative rule on the State level. The number of allocations is based on the progress Monroe County has made toward achieving state set goals such as a central wastewater system being available keys wide. The total number of available allocations is split among the three subareas of Monroe County. The Upper Keys, Lower Keys and the Big Pine/No Name Key subareas. Each applicant competes against the other applicants located within the same subarea. There is one exception to this process, applicants for affordable housing. Affordable housing applicants compete against all applicants for affordable housing permits keys wide. Allocations are awarded each quarter in each subarea with the exception of Big Pine Key and No Name Key where allocations are awarded annually.

### *7.2.9 Group Homes*
### *[Rule 9J-5.010 (1)(e) F.A.C.]*

The Florida Department of Children & Families licenses one group home within the County. It is a Residential Child Caring Agency in Key West, Florida, with a capacity of six children, ages 11 to 17.

### *7.2.10 Mobile Home Parks*
### *[Rule 9J-5.010 (1)(f) F.A.C.]*

The vast majority of mobile home parks are located on the Municipalities. An account for both unincorporated and incorporated mobile home parks as accessed through the Florida Department of Business and Professional Regulation file name mhmailings.csv is provided in **Table 7.32.** A total of 1,378 units are located in the mobile home parks in the count as a whole.

***The Remainder of This Page Intentionally Left Blank***

## Table 7.32 - Mobile Home Parks

| Unincorporated | | |
|---|---|---|
| Name | Location | Units |
| Coco Palms | Cudjoe Key | 18 |
| Captain Jax RV Resort | Key Largo | 24 |
| Largo Lively Inc | Key Largo | 58 |
| Paradise Point Mobile Home Park | Key Largo | 15 |
| Waters Edge Colony Mobile Home Park | Stock Island | 66 |
| Sugarloaf Mobile Home Resort | Sugar Loaf Key | 22 |
| Summerland Palms Trailer Park | Summerland | 22 |
| Driftwood Trailer Park | Tavernier | 15 |
| **Total Unincorporated** | | 240 |
| Incorporated | | |
| Name | Location | Units |
| Coconut Grove Mobile Home Park | Key West | 33 |
| Island Life Village | Key West | 106 |
| Liz's Trailer Park | Key West | 19 |
| Poinciana Mobile Home Park Inc | Key West | 79 |
| Stadium Mobile Home Park | Key West | 278 |
| Sunset Harbor Manufactured Home Community | Key West | 86 |
| Tropic Palms Mobile Home Park | Key West | 25 |
| Galway Bay Mobile Home Park | Marathon | 70 |
| Jolly Roger Travel Park & Motel | Marathon | 88 |
| Sundance Trailer Village & Efficiencies | Marathon | 35 |
| Terra Marine Trailer Park | Marathon | 23 |
| Trailerama Mobile Home Park | Marathon | 117 |
| Ocean Breeze Park West | Marathon | 47 |
| Grassy Key RV Park & Resort | Grassy Key | 18 |
| Peaceful Palms | Islamorada | 15 |
| San Pedro Trailer Park | Islamorada | 14 |
| Seabreeze Mobile Home Park | Islamorada | 35 |
| Village Mobile Park Inc | Islamorada | 32 |
| WINDLEY KEY Trailer Park | ISLAMORADA | 18 |
| **Total Incorporated** | | 1,138 |
| **Countywide Total** | | 1,378 |

Source: Florida Department of Business and Professional Regulation file name mhmailings.csv accessed through http://www.myfloridalicense.com/dbpr/sto/file_download/public-records-CTMH.html on February 24, 2011.
Note: Approved or acknowledged mobile home parks and owners. Terminated, rejected or withdrawn projects are not included

## 7.3 Housing Demand Analysis [Rule 9J-5.010 (2) F.A.C.]

The housing demand component of the Comprehensive Plan update is of primary importance in order to plan for the needed housing stock given population growth. This element derives from population estimates and projections as required per [Rule 9J-5.005(2)(e) F.A.C]. Population projections methodology and details are explained in *Chapter 2.0 Future Land Use Element.*

Housing Demand is defined as the needed number of dwelling units that will accommodate population growth. Given the County's location and the economic climate, housing affordability has become an increasing problem. This section also provides the data inventory necessary to support the policy recommendations given the population estimates trend housing need and also addresses some of the issues related to affordable housing demand and supply. Only unincorporated County data is presented in this analysis.

### *7.3.1 Population Projections and Approach [Rule 9J-5.005(2)(e) F.A.C and Rule 9J-5.010(2)(a) F.A.C]*

*The Unincorporated Monroe County Population Projections* form the basis for household need calculations. Population is identified according to LKPA, UKPA and MKPA. The methodology derives from a permanent population[13] forecast and a seasonal population[14] forecast at the County level. The sum of permanent and seasonal forecast is referred to as the functional population for the unincorporated County as a whole. With the exception the housing demand analyses are based upon projects functional population.[15] Affordable housing demand is based upon only the permanent population and permanent households because the County's regulations require those obtaining affordable allocations to be permanent residents.

The permanent population projection series is based on the latest published data by the University of Florida, Bureau of Economic and Business Research (BEBR), published in March 2010, for permanent population estimates. In as much as ROGO has been in place since 1993, BEBR population projections reflect a growth trend constrained by ROGO's implementation. This means permanent population growth projections implicitly assume the continuation of the ROGO constraint and the effects of its implementation.

The seasonal population series is based on the Florida Keys Aqueduct Authority (FKAA) data series from August 24, 2004. This series includes estimates of seasonal residences, recreational vehicles, hotel/motel, camps, boat live aboards, mobile home, and other. The DCA required the projections herein to use the FKAA series for the purposes of estimating the seasonal population component, with appropriate updates to the methodology.

[13] Permanent population is referred to as the residents whose primary place of residency is in the County.
[14] Seasonal population is referred to as the residents whose primary place of residence outside of the County and their residences are non-homesteaded.
[15] Functional population is the sum of permanent and seasonal population

The best available data suggest a loss in permanent population with likely replacement through an increase of seasonal residents.

### *7.3.2 Projected Number of Households[16] [Rule 9J-5.010 (2)(a) F.A.C]*

#### 7.3.2.1 Number of Households for Permanent Population

Permanent population is one component of functional population. Loss of permanent population is thought to have occurred as a result of the recent recession, a rise in foreclosures, depletion of affordable housing and increased unemployment. Nearly 3,500 units have been foreclosed throughout the Keys since 2005. The rise in home prices and threat of hurricanes has also contributed to some permanent population loss. Losses associated with some of these conditions may be temporary, resulting in renewed growth after the recession.

The ROGO based permanent population series is used as one component of the functional population. At the county level, for control totals, the DCA has recommended using the latest BEBR annual estimates and the BEBR Medium series population, published March 2010 for permanent population estimates.

The BEBR annual population estimates for municipalities and unincorporated areas indicates permanent population fell in the Keys from 2006-2008, with some a return to growth evidenced in 2009. The effect of the short term decline is to drive the long term population projections down. Thus, both recent history and future projections from BEBR suggest a downward trend in permanent population.

The estimated average household size according to BEBR in 2009 was 2.2 persons per household. This estimate is used to project the number of permanent households out to 2030. The estimated number of households generated by permanent population from 2010 to 2030 is shown on **Table 7.41.** These projections reflect the ROGO restriction on growth.

It is projected that permanent population households will decline by 1.8 percent from 2010 (16,076) to 2030 (15,786).

[16] As defined by the US Census, a household includes all the people who occupy a dwelling unit as their usual place of residence. Dwelling units or housing is referred to as the structure which may be occupied or vacant.

**Table 7.41 - Permanent Household Estimates and Projections, 2010-2030**

| Year | Permanent Population | | | | Households [17] | Household Percent Change |
|---|---|---|---|---|---|---|
| | Lower Keys | Middle Keys | Upper Keys | Total | | |
| 2010 | 19,877 | 1,061 | 14,430 | 35,368 | 16,076 | -- |
| 2015 | 20,061 | 1,071 | 14,564 | 35,696 | 16,225 | 0.93% |
| 2020 | 19,880 | 1,061 | 14,433 | 35,374 | 16,079 | -0.90% |
| 2025 | 19,699 | 1,052 | 14,301 | 35,052 | 15,933 | -0.91% |
| 2030 | 19,518 | 1,042 | 14,170 | 34,730 | 15,786 | -0.92% |
| Household Percent Change from 2010 to 2030 | | | | | -1.8% | |

Source: Fishkind & Associates, Inc., February 2011, *Unincorporated Monroe County Population Projection.* BEBR, 2009, *Number of Households and Average Household Size in Florida:* April 1, 2009.

### 7.3.2.2 Number of Households for Seasonal Population

Seasonal population is another component of functional population. There is evidence of population shifting from permanent to seasonal. For instance, of all the new single family housing growth in Monroe County since 1999, nearly 70 percent has been in non-homesteaded units. Most likely, this is a combination of both growth in seasonal population as well as permanent population loss. Loss of permanent population may cause once occupied units to become non-homesteaded. In addition, a comparison of the ACS 2008 and the Census 2000 data, illustrated that the number of seasonal units had risen.

The estimated number of households generated by seasonal population from 2010 to 2030 is shown on **Table 7.42.** Seasonal population numbers are derived from the FKAA, seasonal series. Seasonal numbers include estimates of seasonal residences, recreational vehicles, hotel/motel, camps, boat live aboards, mobile home, and other. It is estimated that seasonal households have a higher person per household or household size due to the increasing size of newly built units. Therefore, the figure of 2.7 persons per household is used to calculate the number of seasonal households and is supported by the FKAA methodology.

It is projected that households for seasonal population will increase by 10.7 percent from 2010 (13,126) to 2030 (14,529). Seasonal households are expected to increase at an average rate of 2.57 percent every five years during the planning period.

[17] Estimates for permanent households are based on the BEBR estimated average household size of 2.2 as of April 1, 2009.

**Table 7.42 - Seasonal Household Estimates and Projections, 2010-2030**

| Year | Seasonal Population | | | | Households[18] | Household Percent Change |
|---|---|---|---|---|---|---|
| | Lower Keys | Middle Keys | Upper Keys | Total | | |
| 2010 | 19,768 | 1,122 | 14,550 | 35,440 | 13,126 | -- |
| 2015 | 20,120 | 1,141 | 14,806 | 36,067 | 13,358 | 1.77% |
| 2020 | 20,712 | 1,173 | 15,235 | 37,120 | 13,748 | 2.92% |
| 2025 | 21,304 | 1,204 | 15,665 | 38,173 | 14,138 | 2.84% |
| 2030 | 21,896 | 1,236 | 16,095 | 39,227 | 14,529 | 2.76% |
| Household Percent Change from 2010 to 2030 | | | | | 10.7% | |

Source: Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

### 7.3.2.3 Number of Households for Functional Population

Functional population is the sum of seasonal and permanent population estimates and form the basis for this analysis; however, only when referring to affordable housing permanent population and household numbers.

As seen in **Table 7.43**, the 2010 estimated population for unincorporated Monroe County is 70,808 (2010) and by 2030 it is projected to increase by 3,149 additional persons. This is an increase of 157.5 persons per year through the twenty year planning horizon. As illustrated in **Table 7.43**, the number of households for the estimated 2010 functional population (29,202) is projected to increase by 1,113 households (3.8 percent) in 2030 to 30,315.

**Table 7.43 - Functional Household Estimates and Projections, 2010-2030**

| Year | Functional Population | | | | Households[19] | Household Percent Change |
|---|---|---|---|---|---|---|
| | Lower Keys | Middle Keys | Upper Keys | County Total | | |
| 2010 | 39,645 | 2,183 | 28,980 | 70,808 | 29,202 | -- |
| 2015 | 40,181 | 2,212 | 29,370 | 71,763 | 29,584 | 1.31% |
| 2020 | 40,592 | 2,234 | 29,668 | 72,494 | 29,827 | 0.82% |
| 2025 | 41,003 | 2,256 | 29,966 | 73,225 | 30,071 | 0.82% |
| 2030 | 41,414 | 2,278 | 30,265 | 73,957 | 30,315 | 0.81% |
| Household Percent Change from 2010 to 2030 | | | | | 3.8% | |

Source: Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*
BEBR, February 2010, *Number of Households and Average Household Size in Florida: April 1, 2009*

[18] The number of seasonal households is based on seasonal population projection from the FKAA. The FKAA estimates were originally based on the *Monroe County Population Estimates and Forecast 1990-2015.* The average household size of 2.7 is used to estimate and project the number of household.
[19] Functional households is the sum of seasonal and permanent households

It is important to mention that while permanent population decreases at an average rate of less than one percent every five years, seasonal population increases at an average rate of 2.57 percent every five years; resulting in an obvious shift in population from permanent to seasonal. Overall, functional population or total population for the unincorporated County will increase at an average rate of less than one percent, every five years, in the twenty year planning period.

### 7.3.3 *Projected Number of Households by Size [Rule 9J-5.010 (2)(a) F.A.C]*

In order to obtain the estimated and projected household by size the Shimberg Center of Affordable Housing (SCAH) database was assessed. The SCAH creates a set of population projections based on BEBR estimates, which are then divided into households. Then the SCAH allocates households across size and projects them by assuming the year 2000 proportions across the entire planning horizon. For the purpose of this analysis, SCAH percentage allotment is used in combination with the unincorporated County functional population projections to calculate the number household by size. Therefore, the best available data are SCAH ratios in combination with the estimated functional household numbers.

As seen in **Table 7.44** by the year 2030, 72.5 percent of households will consist of one or two persons. The number of persons per household having five persons or more is estimated at 5.6 percent for the same year. However, as explained in ***Section 7.3.2.2 "Number of Households for Seasonal Population"***, it is estimated that seasonal households have a higher person per household or household size, due to the increasing size of newly built units.

**Table 7.44 - Functional Population Households by Size, 2010-2030**

| Household Size | 2010 | | 2015 | | 2020 | | 2025 | | 2030 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total |
| 1-2 Persons | 21,008 | 71.9% | 21,340 | 72.1% | 21,555 | 72.3% | 21,785 | 72.4% | 21,979 | 72.5% |
| 3-4 Persons | 6,571 | 22.5% | 6,601 | 22.3% | 6,610 | 22.2% | 6,615 | 22.0% | 6,647 | 21.9% |
| ≥5 Persons | 1,624 | 5.6% | 1,643 | 5.6% | 1,662 | 5.6% | 1,671 | 5.6% | 1,689 | 5.6% |
| Total | 29,202 | 100.0% | 29,584 | 100.0% | 29,827 | 100.0% | 30,071 | 100.0% | 30,315 | 100.0% |

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of functional population households.

### 7.3.4 *Projected Number of Households by Income [Rule 9J-5.010 (2)(a) F.A.C]*

Household income is a critical factor when determining if a household would qualify for affordable housing assistance. In order to obtain the estimated and projected household by

income, the Affordable Housing Needs Assessment (AHNA) of the Shimberg Center of Affordable Housing (SCAH) was evaluated. The SCAH creates a set of population projections based on BEBR estimates, which are then divided into households. Then the SCAH allocated households across income groups and projects them by assuming the year 2000 proportions across the entire planning horizon. For the purpose of this analysis, SCAH percentage allotment is used in combination with the functional unincorporated County population projections to calculate the number of households by income.

Household by income is a two-part analysis. The first analysis is prepared for functional (total) households as an illustration of unincorporated Countywide household, thereby including seasonal and permanent households. In order to illustrate the number of households that would qualify for affordable housing assistance, the second analysis is exclusive to permanent households. It is important to mention that the SCAH definition of "moderate income" groups does not parallel that of the County. Moderate income is emphasized since households at this income range or below are the households qualifying for affordable housing assistance. The SCAH classifies income groups in the following manner:

- Extremely Low Income – households making 0-30 percent of AMI
- Very Low Income - households making 30.1-50 percent of AMI
- Low Income - households making 50.1-80 percent of the AMI
- Moderate Income - households making 80.01-120 percent of the AMI
- Above Moderate Income - households making over 120 percent of the AMI

In contrast, as indicated in **Section 7.2.5.2** *"Monroe County Affordable Housing Defined"*, moderate incomes are the households whose total income does not exceed 120 percent of the area median income (for renters) and households whose total income does not exceed 160 percent of the median income of the County (for owners). With the County definition of moderate income, in particular for owners, it is not possible to determine which households will be making up to 160 percent of the area median income, given that SCAH lumps into the "above moderate income" those in the 121 to 160 percentage of the area median income. Therefore, some households in the above moderate income range would qualify for assistance but it is not possible to determine how many.

### 7.3.4.1 Households by Income - Functional Population

**Table 7.45** shows the estimated and projected functional households by income from 2010 to 2030. For the year 2010, 60.9 percent of the total households in the unincorporated County are estimated to have incomes in the moderate income range or below (120 percent of less as defined by the SCAH). Conversely, households in the above moderate income range (120 percent or more of the area median income) is 39.1 percent. For the year 2030, the percentage of households making below the moderate range increases by 1.5 percent. This may indicate that more households could become cost burdened. This income analysis illustrates where households for the unincorporated County, as a whole,

fall in relationship to the various income groups. This analysis is not meant for the purpose of drawing conclusions on affordable housing need.

**Table 7.45 - Functional Population Estimated and Projected Households by Income, 2010-2030**

| Household Income Level | 2010 | | 2015 | | 2020 | | 2025 | | 2030 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # of households | % of Total | # of households | % of Total | # of households | % of Total | # of households | % of Total | # of households | % of Total |
| Extremely Low Income (0-30% AMI) | 3,033 | 10.4% | 3,207 | 10.8% | 3,354 | 11.2% | 3,427 | 11.4% | 3,497 | 11.5% |
| Very Low Income (30.1-50% AMI) | 3,345 | 11.5% | 3,187 | 10.8% | 3,328 | 11.2% | 3,461 | 11.5% | 3,556 | 11.7% |
| Low Income (50.1-80% AMI) | 4,588 | 15.7% | 4,737 | 16.0% | 4,812 | 16.1% | 4,873 | 16.2% | 4,929 | 16.3% |
| Moderate Income (80.01-120% AMI) | 6,809 | 23.3% | 6,908 | 23.4% | 6,907 | 23.2% | 6,909 | 23.0% | 6,929 | 22.9% |
| Above Moderate Income (>120% of AMI) | 11,427 | 39.1% | 11,544 | 39.0% | 11,426 | 38.3% | 11,401 | 37.9% | 11,403 | 37.6% |
| Total | 29,202 | 100.0% | 29,584 | 100.0% | 29,827 | 100.0% | 30,071 | 100.0% | 30,315 | 100.0% |

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of functional population households.

### 7.3.4.2 Households by Income - Permanent Population

Affordable housing programs are targeted to permanent residents whose income is between the extremely low income and moderate income ranges. In the County, in order to receive an ROGO allocation for an affordable unit, the occupants of that dwelling unit must be permanent residents. For these reasons, it is important to illustrate the number of permanent households by income levels to gauge the affordable housing need.

Families with incomes below the moderate range are likely to be more limited in their ability to afford a house and other goods. As a result, extremely low income, very low income, low income and moderate income (as defined by HUD and as used by the SCAH) are the income groups that would typically qualify for affordable housing assistance programs. The areas shaded in gray on **Table 7.46** denote the number of permanent resident households that would qualify for affordable housing assistance based on permanent residents and as defined by HUD income classifications. It is then estimated that in the year 2010 about 60.9 percent of permanent residents will need affordable housing. As the planning period extends to 2030, the need for affordable housing will increase to 62.4 percent of the permanent resident households. This is indicative that for the greater population of permanent residents, housing affordability will continue to be an issue in the County.

It is important, however, to restate that the County's moderate income range is set at 160 percent of the area median income, for owner occupied housing; therefore, the numbers in

Table 7.46 underestimate the affordable housing need. In other words, some of the households in the above moderate income range (making above 120 percent of the area median income) would also qualify for affordable housing assistance, if they were home owners.

Affordable housing need is further elaborated in **Section 7.3.5.3** *"Affordable Housing Need"*. The table below is meant to illustrate the number of households in the various income groups of the permanent population that would qualify for affordable housing assistance. It is not meant for estimating future median income.

**Table 7.46 - Permanent Population Estimated and Projected Households by Income, 2010-2030**

| Household Income Level | 2010 | | 2015 | | 2020 | | 2025 | | 2030 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total |
| Extremely Low Income (0-30% AMI) | 1,670 | 10.4% | 1,759 | 10.8% | 1,808 | 11.2% | 1,816 | 11.4% | 1,821 | 11.5% |
| Very Low Income (30.1-50% AMI) | 1,841 | 11.5% | 1,748 | 10.8% | 1,794 | 11.2% | 1,834 | 11.5% | 1,852 | 11.7% |
| Low Income (50.1-80% AMI) | 2,526 | 15.7% | 2,598 | 16.0% | 2,594 | 16.1% | 2,582 | 16.2% | 2,567 | 16.3% |
| Moderate Income (80.01-120% AMI) | 3,749 | 23.3% | 3,789 | 23.4% | 3,723 | 23.2% | 3,661 | 23.0% | 3,608 | 22.9% |
| Above Moderate Income (>120% of AMI) | 6,291 | 39.1% | 6,332 | 39.0% | 6,160 | 38.3% | 6,041 | 37.9% | 5,938 | 37.6% |
| Total | 16,076 | 100.0% | 16,225 | 100.0% | 16,079 | 100.0% | 15,933 | 100.0% | 15,786 | 100.0% |
| Number and Percent Needing Affordable Housing | 9,786 | 60.9% | 9,894 | 61.0% | 9,919 | 61.7% | 9,892 | 62.1% | 9,848 | 62.4% |

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections (Permanent population numbers)*
Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of functional population households.

## *7.3.5 Projected Housing Need [Rule 9J-5.010 (2)(b), F.A.C.]*

### 7.3.5.1 Unincorporated County Housing Need

To determine the number of dwelling units needed, the estimates must account for occupancy rates. The average hotel occupancy from 2003-2010 is 70 percent according to Smith Travel Research, Fishkind & Associates, Inc. This figure is used to generate the number of dwelling units for seasonal households.

The occupancy rate for permanent households in 2008, according to the ACS, was 89.7 percent. This figure is used to derive the number of dwelling units needed for permanent

population. Functional dwelling units, which is the sum of the seasonal and permanent dwelling units constitutes the basis for the housing need.

An additional 1,680 dwelling units are needed during the next twenty years. The number of dwelling units needed by year 2030 is an additional 1,680 dwelling units.

**Table 7.47 - Functional Population Dwelling Units Need for Unincorporated County 2015-2030**

| | Seasonal | | Permanent | | Functional | | Housing Need (functional only) |
|---|---|---|---|---|---|---|---|
| | # of households | Dwelling Units[20] | # of households | Dwelling Units[21] | # of households | Dwelling Units[22] | |
| 2010 | 13,126 | 18,751 | 16,076 | 17,922 | 29,202 | 36,674 | -- |
| 2015 | 13,358 | 19,083 | 16,225 | 18,089 | 29,584 | 37,172 | 498 |
| 2020 | 13,748 | 19,640 | 16,079 | 17,925 | 29,827 | 37,566 | 394 |
| 2025 | 14,138 | 20,197 | 15,933 | 17,762 | 30,071 | 37,960 | 394 |
| 2030 | 14,529 | 20,755 | 15,786 | 17,599 | 30,315 | 38,354 | 394 |
| **Total Need** | -- | 2,004 | -- | -323 | -- | 1,680 | 1,680 |

Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections;* Smith Travel Research; American Community Survey 2008

It is important to differentiate between the numbers of dwelling units estimated in 2010 per population projections (36,674) and the number of dwelling units estimated to have been constructed by 2010 as accounted in **Section 7.2.12** *"Residential Construction Activity"* (total of 26,283).

The number of dwelling units documented in **Section 7.2.12** *"Residential Construction Activity"*, were based upon the Census 2000 unit count, adding the dwelling units that received a certificate of occupancy since April 1, 2000, subtracting the demolition of units and then adding the replacement units. This exercise should have brought the number of existing dwelling units up to date. However, the Census 2000 number may not be a true reflection of the number of dwelling units given the particular County housing characteristics. That is to say, the Census counts do not take into account the whole housing environment in the Florida Keys. There are non-docked boats that serve as shelters; recreational vehicles that serve as dwelling units located in camp grounds; and accessory dwelling units or secondary suites that are associated with the primary residence. All of these types of housing particular to the Florida Keys may not counted by the Census.

On the other hand, the number of estimated dwelling units generated by the population projection in 2010 is different because it is driven by population projections and number of people per household.

[20] Seasonal Dwelling units are households times the occupancy rate of 70 percent
[21] Permanent dwelling units are households times the occupancy rate of 89.7 percent.
[22] Functional dwelling units are the sum of seasonal and permanent dwelling units.

### 7.3.5.2 Housing Need by Planning Area

As stated previously, an additional 1,680 dwelling units will be needed for the anticipated functional population of the County by year 2030. The analysis below illustrates the location of the needed units in relationship to the three planning areas, where growth is anticipated. It is important to note that more (56.3 percent) of the dwelling units will be concentrated in the LKPA primarily because this planning area will experience the most growth in population. To meet this projection, in the twenty year horizon, an average of 84 new units per year will be needed for the unincorporated County as a whole. This is less than the number of yearly ROGO allocations of 197, as currently established in Article II, Section 138-24 of the MCLDC.

**Table 7.48** illustrates the number of dwelling units needed from 2015 to 2030 by planning area given functional population growth. Between the years 2020 to 2030 the dwelling unit need remains constant.

**Table 7.48 - Functional Population Housing Need by Planning Area 2015-2030**

| Year | 2015 | 2020 | 2025 | 2030 | Total | Percent |
|---|---|---|---|---|---|---|
| Lower Keys | 279 | 222 | 222 | 222 | 945 | 56.3% |
| Middle Keys | 15 | 12 | 12 | 12 | 51 | 3.0% |
| Upper Keys | 204 | 160 | 160 | 160 | 684 | 40.7% |
| Total | 498 | 394 | 394 | 394 | 1,680 | 100.0% |

Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections;* Smith Travel Research; American Community Survey 2008

### 7.3.5.3 Affordable Housing Need

As previously discussed the availability of affordable housing is one of the most challenging issues in Florida and around the nation. There is resounding documentation of the housing affordability problems the County is facing. As reported by the *Monroe County Affordable and Workforce Housing Report*, dated November 2007, the County is the most cost burdened small-county in the nation and has the most expensive single family homes and condominiums in the State. According to a recent *Harvard University Joint Center for Housing Studies*, the proportion of Americans spending more than half their incomes (severely cost burdened) on housing increased from 12 percent in 2000 to 16 percent in 2008.

According to the *Monroe County Affordable and Workforce Housing* report, the County has the highest affordability gap of all counties in Florida. The "affordability gap" is the difference between the buying power of a median income household and the median sales price of a single family home. The County's median income is $68,400 (HUDuser.org 2010); assuming a 40 hour per week, 50 week year, this translates into an hourly salary of $34.20. Based on the 2010 median income, a one income earner family would be able to afford a monthly

payment of a mortgage or rent of $1,710 (no more than 30 percent of income). A customary measure of how much home a family can afford is the family income multiplied by three. Therefore, a household which income is $68,400 would be able to afford a $205,200 priced dwelling unit. In contrast, the median value in 2009 according to the Shimberg Center was $572,608. This is an affordable gap of 370 thousand dollars.

The *Monroe County Affordable and Workforce Housing* report further states that 34.8 percent of home-owning Monroe County families are cost burdened, meaning they pay 30 percent of their income for housing, exclusive of insurance and taxes. Of the households that are cost burdened (34.8 percent), 17.4 percent of families are severely cost burdened, meaning they pay more than 50 percent of their income for housing. These trends exemplify the need to increase opportunities for affordable housing options. With the market crash more houses have been foreclosed and more permanent residents are moving out of the County with a population shift of permanent residents to seasonal who are able to afford pricier homes.

As seen in **Table 7.46**, the affordable housing need is assigned to the households making 0 to 120 percent of the area median income for permanent population only. As a requirement for receiving an affordable housing ROGO allocation, the residents occupying that affordable unit must be permanent County residents. The following analysis looks at affordable housing need by planning area only for the permanent residents.

#### *7.3.5.3.1 Permanent Population Affordable Housing Need by Income Level*

Based on the SCAH, the number of households in the various income levels has been projected. The tables below are meant for illustration of households in the various income groups to determine the number of households that would need affordable housing assistance or those that would be making 120 percent of the area median income or less. Tables are not meant for estimating of future area median income. It is important to restate that the estimated affordable housing need is correlated to the ROGO allocations and permanent population. Therefore, permanent population is utilized in this analysis.

#### Lower Keys

As shown in **Table 7.49**, an average of 5,545 households would need and qualify for affordable housing assistance in the Lower Keys. Based on SCAH in 2010, 60.9 percent of households would qualify for affordable housing assistance. By the year 2030 the percentage will increase to 62.4 percent. These percentages may be understated since for owner occupied housing, the qualifying income in the County is 160 percent of the area median income. It is not possible to determine how many households in the above moderate income range (incomes above 120 of the area median income) would qualify. Some of the households that fall in the above moderate income range may qualify for affordable housing, if they were owners.

**Table 7.49 - Estimated Number of Households Needing Affordable Housing by Income Level – Lower Keys Planning Area**

| Income Level | 2010 | | 2015 | | 2020 | | 2025 | | 2030 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | HH | % | HH | % | HH | % | HH | | HH | % |
| Extremely Low (0-30% AMI) | 938.4 | 10.4% | 988.5 | 10.8% | 1,016.0 | 11.2% | 1,020.5 | 11.4% | 1,023.4 | 11.5% |
| Very Low (30.1-50% AMI) | 1,034.9 | 11.5% | 982.4 | 10.8% | 1,008.3 | 11.2% | 1,030.6 | 11.5% | 1,040.8 | 11.7% |
| Low Income (50.1-80% AMI) | 1,419.6 | 15.7% | 1,460.1 | 16.0% | 1,457.7 | 16.1% | 1,450.9 | 16.2% | 1,442.6 | 16.3% |
| Moderate Income (80.01-120% AMI) | 2,106.7 | 23.3% | 2,129.5 | 23.4% | 2,092.3 | 23.2% | 2,057.2 | 23.0% | 2,028.0 | 22.9% |
| Above Moderate Income (>120% of AMI) | 3,535.4 | 39.1% | 3,558.5 | 39.0% | 3,461.6 | 38.3% | 3,394.8 | 37.9% | 3,337.2 | 37.6% |
| HH needing affordable housing assistance | 5,499.6 | 60.9% | 5,560.5 | 61.0% | 5,574.4 | 61.7% | 5,559.2 | 62.1% | 5,534.8 | 62.4% |

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of permanent population households.

## Middle Keys

As shown in **Table 7.50**, an average of 296 households would qualify for affordable housing assistance in the Middle Keys. Based on SCAH in 2010, 60.9 percent of households would qualify for affordable housing assistance; by the year 2030, the percentage will increase to 62.4 percent. These percentages are understated since for owner occupied housing, the qualifying income in the County is 160 percent of the area median income. It is not possible to determine how many households in the above moderate income range (Incomes above 120 percent of the area median income) would qualify. Some of the households that fall in the above moderate income range may qualify for affordable housing, if they were owners.

***The Remainder of This Page Intentionally Left Blank***

**Table 7.50 - Estimated Number of Households Needing Affordable Housing by Income Level – Middle Keys Planning Area**

| Income Level | 2010 | | 2015 | | 2020 | | 2025 | | 2030 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | HH | % | HH | % | HH | % | HH | | HH | % |
| Extremely Low (0-30% AMI) | 50.1 | 10.4% | 52.8 | 10.8% | 54.2 | 11.2% | 54.5 | 11.4% | 54.7 | 11.5% |
| Very Low (30.1-50% AMI) | 55.2 | 11.5% | 52.5 | 10.8% | 53.8 | 11.2% | 55.0 | 11.5% | 55.6 | 11.7% |
| Low Income (50.1-80% AMI) | 75.7 | 15.7% | 78.0 | 16.0% | 77.8 | 16.1% | 77.5 | 16.2% | 77.1 | 16.3% |
| Moderate Income (80.01-120% AMI) | 112.4 | 23.3% | 113.7 | 23.4% | 111.6 | 23.2% | 109.8 | 23.0% | 108.3 | 22.9% |
| Above Moderate Income (>120% of AMI) | 188.6 | 39.1% | 190.0 | 39.0% | 184.6 | 38.3% | 181.2 | 37.9% | 178.3 | 37.6% |
| HH needing affordable housing assistance | 293.4 | 60.9% | 297.0 | 61.0% | 297.0 | 61.6% | 296.7 | 62.1% | 295.6 | 62.4% |

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*
Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of permanent population households.

Upper Keys

As shown in **Table 7.51**, an average of 4,026 households would qualify for affordable housing assistance in the Upper Keys. Based on SCAH in 2010, 60.9 percent of households that would qualify for affordable housing assistance; by the year 2030 the percentage will increase to 62.4 percent. These percentages are understated since for owner occupied housing, the qualifying income in the County is 160 percent of the area median income. It is not possible to determine how many households in the above moderate income range (above 120 percent of the area median income) would qualify. Some of the households that fall in the above moderate income range may qualify for affordable housing, if they were owners.

***The Remainder of This Page Intentionally Left Blank***

**Table 7.51 - Estimated Number of Households Needing Affordable Housing by Income Level – Upper Keys Planning Area**

| Income Level | 2010 | | 2015 | | 2020 | | 2025 | | 2030 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | HH | % | HH | % | HH | % | HH | | HH | % |
| Extremely Low (0-30% AMI) | 681.2 | 10.4% | 717.6 | 10.8% | 737.6 | 11.2% | 740.8 | 11.4% | 743.0 | 11.5% |
| Very Low (30.1-50% AMI) | 751.3 | 11.5% | 713.2 | 10.8% | 732.0 | 11.2% | 748.2 | 11.5% | 755.6 | 11.7% |
| Low Income (50.1-80% AMI) | 1030.6 | 15.7% | 1060.0 | 16.0% | 1058.3 | 16.1% | 1053.3 | 16.2% | 1,047.3 | 16.3% |
| Moderate Income (80.01-120% AMI) | 1529.4 | 23.3% | 1545.9 | 23.4% | 1519.0 | 23.2% | 1493.4 | 23.0% | 1,472.3 | 22.9% |
| Above Moderate Income (>120% of AMI) | 2566.5 | 39.1% | 2583.3 | 39.0% | 2513.1 | 38.3% | 2464.4 | 37.9% | 2,422.7 | 37.6% |
| HH needing affordable housing assistance | 3992.5 | 60.9% | 4036.7 | 61.0% | 4046.9 | 61.6% | 4035.6 | 62.1% | 4,018.3 | 62.4% |

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of functional population households.

In essence, in year 2010 the number of household requiring affordable housing assistance is 60.9 percent; by the year 2030 the percentage will increase to 62.4 percent, based on the SCAH.

### 7.3.5.3.2 *Permanent Population Estimated Cost Burdened Households*

As explained in **Section 7.2.7** *"Price Rent Characteristics and Affordability"*, an indicator of affordable housing need is the number of households that are cost burdened (paying more than 30 percent of their income in housing cost) as established by HUD. In other words, when gross monthly housing cost exceeds 30 percent of monthly household income, the household is considered to be paying too much for housing versus other essential living expenses. The households presented in this analysis pertain to permanent population given that in order to qualify for affordable housing the occupants need to be permanent residents. The percent allotment is derived from the SCAH. As seen in **Table 7.52**, the cost burdened household is approximately 36 percent and are distributed as shown below.

## Table 7.52 - Permanent Population Cost Burdened Households 2010-2030

| Cost Burdened | 2010 | | 2015 | | 2020 | | 2025 | | 2030 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total |
| Paying 30.01-50% | 3,071 | 19.1% | 3,050 | 18.8% | 2,991 | 18.6% | 2,932 | 18.4% | 2,889 | 18.3% |
| Paying 50+% | 2,813 | 17.5% | 2,839 | 17.5% | 2,814 | 17.5% | 2,772 | 17.4% | 2,747 | 17.4% |
| Total Cost Burdened HH | 5,884 | 36.6% | 5,890 | 36.3% | 5,805 | 36.1% | 5,704 | 35.8% | 5,636 | 35.7% |
| Total HH | 16,076 | 100.0% | 16,225 | 100.0% | 16,079 | 100.0% | 15,933 | 100.0% | 15,786 | 100.0% |

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of permanent population households.

The following tables illustrate were cost burdened households are distributed in relationship to the planning areas.

*Lower Keys*

Of the households generated by permanent population in the LKPA, 36.6 percent are cost burdened according to SCAH. By the year 2030 the cost burdened household decreases to 35.7 percent. The decrease may be due in part to a shift in population from permanent to seasonal. A distribution of households paying more than 30 percent of their income in housing is shown in **Table 7.53.**

## Table 7.53 - Permanent Population Cost Burdened Households 2010-2030 - Lower Keys Planning Area

| Cost Burdened | 2010 | | 2015 | | 2020 | | 2025 | | 2030 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total |
| Paying 30.01-50% | 1,726 | 19.1% | 1,713 | 18.80% | 1,681 | 18.60% | 1,648 | 18.40% | 1,624 | 18.30% |
| Paying 50+% | 1,581 | 17.5% | 1,595 | 17.50% | 1,581 | 17.50% | 1,558 | 17.40% | 1,544 | 17.40% |
| Total Cost Burdened HH | 3,307 | 36.6% | 3,308 | 36.3% | 3,262 | 36.1% | 3,206 | 35.8% | 3,167 | 35.7% |
| Total HH | 9,035 | 100.0% | 9,113 | 100.0% | 9,036 | 100.0% | 8,954 | 100.0% | 8,872 | 100.0% |

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of permanent population households.

*Middle Keys*

Of the households generated by permanent population in the MKPA 36.6 percent are cost burdened according to SCAH. By the year 2030 the cost burdened household decreases to 35.7 percent. The decrease may be due in part to a shift in population from permanent to seasonal. A distribution of households paying more than 30 percent of their income in housing is shown in **Table 7.54.**

**Table 7.54 - Permanent Population Cost Burdened Households 2010-2030 - Middle Keys Planning Area**

| Cost Burdened | 2010 | | 2015 | | 2020 | | 2025 | | 2030 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total |
| Paying 30.01-50% | 92 | 19.1% | 92 | 18.80% | 90 | 18.60% | 88 | 18.40% | 87 | 18.30% |
| Paying 50+% | 84 | 17.5% | 85 | 17.50% | 84 | 17.50% | 83 | 17.40% | 82 | 17.40% |
| Total Cost Burdened HH | 176 | 36.6% | 177 | 36.3% | 174 | 36.1% | 171 | 35.8% | 169 | 35.7% |
| Total HH | 482 | 100.0% | 487 | 100.0% | 482 | 100.0% | 478 | 100.0% | 474 | 100.0% |

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of functional population households.

*Upper Keys*

Of the households generated by permanent population in the UKPA 36.6 percent are cost burdened according to SCAH. By the year 2030 the cost burdened household decreases to 35.7 percent. The decrease may be due in part to a shift in population from permanent to seasonal. A distribution of households paying more than 30 percent of their income in housing is shown in **Table 7.55.**

**Table 7.55 - Permanent Population Cost Burdened Households 2010-2030 - Upper Keys Planning Area**

| Cost Burdened | 2010 | | 2015 | | 2020 | | 2025 | | 2030 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total |
| Paying 30.01-50% | 1,253 | 19.1% | 1,245 | 18.80% | 1,220 | 18.60% | 1,196 | 18.40% | 1,179 | 18.30% |
| Paying 50+% | 1,148 | 17.5% | 1,159 | 17.50% | 1,148 | 17.50% | 1,131 | 17.40% | 1,121 | 17.40% |
| Total Cost Burdened HH | 2,401 | 36.6% | 2,403 | 36.3% | 2,368 | 36.1% | 2,327 | 35.8% | 2,299 | 35.7% |
| Total HH | 6,559 | 100.0% | 6,620 | 100.0% | 6,560 | 100.0% | 6,500 | 100.0% | 6,441 | 100.0% |

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of functional population households.

In summary, the County should seek to encourage affordable housing options for households which are cost burdened. In year 2010, 36.6 percent of the households are cost burdened. The trend slightly lowers in the year 2030.

### 7.3.5.4 Need for Rural and Farm Worker Households

The County and its municipalities are either urbanized or under Conservation protection. According to the 2007 *Census of Agriculture*, the number of farming acres is 187 or 0.25 percent of land. There are no existing rural areas or farm worker households and there is no future need for those households. Therefore, this requirement does not apply.

### 7.3.5.5 Special Housing Need

The provision of adequate sites in residential areas or areas of residential character for group homes and foster care facilities is referenced is **Section 7.2.9** *"Group Homes"*. Only one facility currently exists in unincorporated Monroe County. These facilities are allowed in the Mixed Use District (MU) and Military Facility District (MF).

### 7.3.5.6 Replacement of Housing Units

Replacement of housing units due to deterioration is not a problem in the County. As seen **Section 7.2.12.2** *"Housing Demolitions and Replacement"*, an average of 70 dwelling units were demolished from 2001 - 2010. An average of 106 replacement units received a certificate of occupancy from 2001-2010.

Most of the dwelling units replaced were mobile homes. Of the mobile homes replaced, 68.5 percent were replaced by a single family unit. This represents an increasing demand or preference for single family homes. This may also reflect the shifting of population from permanent to seasonal, which may be better able to afford a single family home.

Pursuant to Section 163.3191, F.S., due to Coastal High Hazard Area designation, no additional mobile home parks are permitted in the County. Further, a moratorium for new recreational vehicles and camp grounds is in place as illustrated in **Section 7.2.1.1.** *"Hotel/Motel Transient Units"*. A projection by housing type for the planning horizon considering shift of mobile homes to single family is provided in **Section 7.3.7.1** *"Housing Supply by Type"*.

Where housing units are removed as part of a federal housing program, such as the Community Development Block Grant, households will be relocated and the units will be replaced as per the program requirements; however, where individual housing units are removed by private owners, replacement is at the discretion of the owner.

### 7.3.5.7 Maintenance of an Adequate Vacancy Rate

As previously shown in **Table 7.9**, the inventory of vacant units is based on the U.S. Census 2000 vacancy rate of 36.0 percent for unincorporated Monroe County. As previously discussed in **Section 7.3.1** *"Population Projections and Approach"*, the number of seasonal dwelling units is increasing and the number of permanently occupied dwelling units is declining. This correlates with the increase on non-homesteaded units (seasonal residents). Functional dwelling units (sum of permanent and seasonal) are used to account for vacancy rates.

The number of vacant units is calculated by the occupancy factor. Occupancy factors were applied to seasonal (70 percent) and permanent households (89.7 percent) to then obtain the number of dwelling units. Dwelling units minus the number of occupied households equate the number of vacant dwelling units.

There should be no problem for the County in maintaining an adequate vacancy rate. The number of dwelling units projected be vacant is shown on **Table 7.56**.

**Table 7.56 - Vacant Dwelling Units (functional)**

| | 2010 | 2015 | 2020 | 2025 | 2030 |
|---|---|---|---|---|---|
| Dwelling Units | 7,471 | 7,588 | 7,738 | 7,889 | 8,039 |

Source: Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections* (functional population). Smith Travel Research, Fishkind and Associates, Inc., and American Community Survey 2008

### *7.3.6 Land Requirements for Housing Needs [Rule 9J-5.010(2)(c), F.A.C.]*

The data and analysis in **Section 2.7.4.4** *"Vacant Land Analysis within a Tier, Density and Intensity"* (*Chapter 2.0 Future Land Use Element*), is used to determine the land available to accommodate the housing need as calculated in **Table 7.48** (total of 1,680) by planning area.

Housing can be accommodated in Tiers II, III and IIIA. Affordable housing can be accommodated in Tier III and IIIA. The tables below reflect the vacant land that is located within Tier III only since this is where the County encourages development. The following analysis shows the maximum allowed density or "theoretical density" given the underlying future land uses in vacant Tier III. As seen in the tables below, there is sufficient vacant land to accommodate the total new (1,680) housing units for the County within each of the planning areas.

**NOTE:** The following theoretical density and intensity analyses in this section are for illustrative purposes only; conditions specific to the individual parcel, including physical size, environmental sensitivity, zoning and tier designation and other regulatory constraints, such as ROGO and NROGO are the final determinant of development potential.

Lower Keys

As previously shown in **Table 7.48**, an additional 954 dwelling units are needed to accommodate functional residents by 2030 in the LKPA . Evaluating the vacant land located under Tier III (**Section 2.7.4.4** of *Chapter 2.0 Future Land Use Element*), the theoretical density allows the 954 new dwelling units to be built. According to **Table 7.57** a total of 1,428 single family units and 506 multifamily units would be allowed, in theory, in the LKPA. The shaded areas in gray represent the affordable housing or multifamily opportunities for this planning area.

**NOTE:** The following theoretical density and intensity analyses in this section are for illustrative purposes only; conditions specific to the individual parcel, including physical size, environmental sensitivity, zoning and tier designation and other regulatory constraints, such as ROGO and NROGO are the final determinant of development potential.

**Table 7.57 - Vacant Land in Tier III and Residential Density by Type – Lower Keys Planning Area**

| Future Land Use | Vacant Acres in Tier III | Max. Allowed Dwelling Units |
|---|---|---|
| Residential Low | 25.9 | 13.0 |
| Residential Medium | 176.9 | 1,415.4 |
| **Total Single Family Theoretical Density** | -- | **1,428.4** |
| Mixed Use/Commercial | 45.8 | 274.8 |
| Mixed Use/Commercial Fishing | 2.5 | 20.2 |
| Residential High | 13.2 | 211.2 |
| **Total Multi-Family Theoretical Density** | -- | **506.2** |

Source: Monroe County Growth Management, 2010, Geographic Information File "MC_ELU_510"
Monroe County Growth Management, 2010, Geographic Information File "MC_FLUM_510"

Middle Keys

As previously shown in **Table 7.48**, an additional 51 dwelling units are needed to accommodate functional residents by 2030 in the MKPA. Evaluating the vacant land located under Tier III (**Section 2.7.4.4** of *Chapter 2.0 Future Land Use Element* ), **Table 7.58** shows that there would be enough land availability to accommodate the 51 dwelling units, in theory, in the MKPA. The shaded areas in gray represent the affordable housing or multifamily opportunities for this planning area.

**NOTE:** The following theoretical density and intensity analyses in this section are for illustrative purposes only; conditions specific to the individual parcel, including physical size, environmental sensitivity, zoning and tier designation and other regulatory constraints, such as ROGO and NROGO are the final determinant of development potential.

**Table 7.58 - Vacant Land in Tier III and Residential Density by Type – Middle Keys Planning Area**

| Future Land Use | Vacant Acres in Tier III | Max. Allowed Dwelling Units |
|---|---|---|
| Residential Medium | 56.4 | 451.0 |
| **Total Single Family Theoretical Density** | -- | **451.0** |
| Mixed Use/Commercial | 4.1 | 24.5 |
| Mixed Use/Commercial Fishing | 1.4 | 11.4 |
| **Total Multi-Family Theoretical Density** | -- | **35.9** |

Source: Monroe County Growth Management, 2010, Geographic Information File "MC_ELU_510"
Monroe County Growth Management, 2010, Geographic Information File "MC_FLUM_510"

Upper Keys

As previously shown in **Table 7.48**, an additional 684 dwelling units are needed to accommodate functional residents by 2030 in the UKPA. Evaluating the vacant land located under Tier III (**Section 2.7.4.4** of *Chapter 2.0 Future Land Use Element* ) **Table 7.59** shows that there would be enough land availability to accommodate the 684 dwelling units, in theory, in the UKPA. The shaded areas in gray represent the affordable housing multifamily opportunities for this planning area.

**NOTE:** The following theoretical density and intensity analyses in this section are for illustrative purposes only; conditions specific to the individual parcel, including physical size, environmental sensitivity, zoning and tier designation and other regulatory constraints, such as ROGO and NROGO are the final determinant of development potential.

***The Remainder of This Page Intentionally Left Blank***

**Table 7.59 – Vacant Land in Tier III and Residential Density by Type – Upper Keys Planning Area**

| Future Land Use | Vacant Acres in Tier III | Max. Allowed Dwelling Units |
|---|---|---|
| Residential Medium | 108.5 | 867.8 |
| Total Single Family Theoretical Density | -- | 867.8 |
| Mixed Use/Commercial | 50.7 | 304.1 |
| Mixed Use/Commercial Fishing | 3.1 | 25.1 |
| Residential High | 26.6 | 425.9 |
| Total Multi Family Theoretical Density | -- | 755.2 |

Source: Monroe County Growth Management, 2010, Geographic Information File "MC_ELU_510"
Monroe County Growth Management, 2010, Geographic Information File "MC_FLUM_510"

It is evident that there is enough vacant land in Tier III to accommodate the 1,680 dwelling units needed for the planning horizon. The tables in this analysis demonstrate that there is more vacant land in Tier III to accommodate single family homes than vacant land available to accommodate multi-family units. However, as in previous sections, the affordable housing need based on the SCAH is about 60 percent. Of the 1,680 dwelling units needed for the planning horizon, the County should consider the vast majority of this housing to be developed as multi-family to provide affordable housing options to the 60 percent of households needing assistance.

**Table 7.60** is a summary the amount of vacant land in Tier III for unincorporated County as a whole. It appears that the County has an excess of land to accommodate the needed dwelling units. This analysis is based on Tier III vacant land only. However, theoretical density and intensity analyses are for illustrative purposes only; conditions specific to the individual parcel, including physical size, environmental sensitivity, zoning and tier designation and other regulatory constraints, such as ROGO and NROGO are the final determinant of development potential.

***The Remainder of This Page Intentionally Left Blank***

**Table 7.60 - Vacant Land in Tier III and Residential Density by Type - Unincorporated County**

| Future Land Use | Vacant Acres in Tier III | Max. Allowed Dwelling Units |
|---|---|---|
| Residential Low | 25.9 | 13.0 |
| Residential Medium | 341.8 | 2,734.2 |
| Total Single Family Theoretical Density | 367.7 | 2,747.2 |
| Mixed Use/Commercial | 100.6 | 603.4 |
| Mixed Use/Commercial Fishing | 7.0 | 56.7 |
| Residential High | 39.8 | 637.1 |
| Total Multi Family Theoretical Density | 147.4 | 1,297.2 |
| Total Dwelling Units Allowed | | 4,044.4 |

Source: Monroe County Growth Management, 2010, Geographic Information File "MC_ELU_510"
Monroe County Growth Management, 2010, Geographic Information File "MC_FLUM_510"

### *7.3.7 Private Sector Provision of Housing [Rule 9J-5.010(2)(d), F.A.C.]*

It is expected that all of the future housing needs identified in this analysis can and will be met by the private sector. The demand for homes on coastal lands makes construction of such homes economically attractive to builders and developers.

A developer must first apply for a ROGO allocation in order to develop a dwelling unit. Then the applicant must apply for a building permit. Of the total ROGO allocations awarded, no less than 20 percent are assigned for affordable units. The County can award up to 197 ROGO allocations a year including 71 for affordable allocations. Between ROGO Years 1-17, an average of 222 ROGO allocations was awarded each year. Of the allocations awarded, affordable housing awards represent 25 percent of the total award. A detailed historical account of the number allocations available and awarded is provided in **Appendix 7-1.**

An important component of provision of housing is the number that will be needed for families that are cost burdened and in the qualifying incomes need affordable housing. Since the affordable housing analysis indicates that there is a need for affordability for 60 percent, at a minimum, developers should continue to receive incentives for providing affordable housing.

### 7.3.7.1 Housing Supply by Type

The estimated and projected housing units by type are depicted in **Table 7.61.** In order to obtain the estimated and projected household by type, the percent allotment from the South Florida Regional Council 2008 estimates are used in combination with the number of functional dwelling units projected. Additionally, the mobile home replacement for single family dwelling units trend from 2001-2010 and as shown in **Table 7.39**, is integrated into the projection. It is then estimated, that 311 mobile homes will be replaced by a single family unit every five years.

For the purpose of this analysis, the projected household numbers only reflects the single family, multi-family and mobile homes (not to be confused with mobile home parks) since:

- Section 163.3191, F.S. prohibits new mobile home parks in the Coastal High Hazard Area; and

- Development of new hotel/motel units, campgrounds and recreational vehicle spaces requires a residential ROGO allocation. The County has declared a moratorium on the allocation of ROGO for these types of use. There is currently a moratorium on ROGO designation for these units until December 31, 2011. The County is contemplating extending the moratorium date.

**Table 7.61 - Dwelling Units by Type, 2010-2030**

| | 2010 | | 2015 | | 2020 | | 2025 | | 2030 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # | % | # | % | # | % | # | % | # | % |
| Single Family | 22,921 | 62.5% | 23,599 | 63.5% | 24,201 | 64.4% | 24,805 | 65.3% | 25,410 | 66.2% |
| Multi Family | 8,178 | 22.3% | 8,309 | 22.4% | 8,412 | 22.4% | 8,513 | 22.4% | 8,614 | 22.5% |
| Mobile, Boat, RV | 5,574 | 15.2% | 5,263 | 14.2% | 4,952 | 13.2% | 4,641 | 12.2% | 4,330 | 11.3% |
| Total | 36,674 | 100.0% | 37,172 | 100.0% | 37,566 | 100.0% | 37,960 | 100.0% | 38,354 | 100.0% |

Source: Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*; South Florida Regional Planning Council 2008, *Housing Type Projections for 2008*; Monroe County Building Department, 2010, *Mobile Home Replacement 2000-2009 data.*

As seen in **Table 7.61**, above, there is a decreasing trend for mobile homes given the mobile home replacements by single family homes. It is estimated that 311 mobile homes are replaced for a single family structure every 5 years. There is a dichotomy when it comes to addressing affordable housing issues. Although mobile homes are being replaced by single family units, mobile homes offer a solution to providing affordable housing. Then again, no new mobile home parks are allowed given the County's CHHA designation. The County may consider evaluating mechanisms for retaining mobile home parks and encouraging mobile homes as affordable housing options.

### 7.3.7.2 Projected Number of by Tenure

In order to obtain the estimated and projected household by tenure, SCAH demographics were assessed. The SCAH creates a set of population projections based on BEBR estimates, which are then divided into households. Then households are allocated across tenure classes. The methodology assumes that household formation rates and the distribution of household characteristics remain constant in their year 2000 proportions across the entire planning horizon. For the purpose of this analysis, the SCAH percentage allotment is used in combination with the unincorporated Monroe County functional population households.

As seen in **Table 7.62**, the general trend is that by the year 2030, 74.5 percent of households will be occupied by owners and 25.5 percent of households will be occupied by renters. This is a 1.2 increase for owners when compared to year 2010.

**Table 7.62 - Estimated and Projected Households by Tenure, 2010-2030**

| Tenure | 2010 | | 2015 | | 2020 | | 2025 | | 2030 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total | # of house holds | %of Total |
| **Owner** | 21,393 | 73.3% | 21,811 | 73.7% | 22,037 | 73.9% | 22,340 | 74.3% | 22,577 | 74.5% |
| **Renter** | 7,809 | 26.7% | 7,773 | 26.3% | 7,790 | 26.1% | 7,731 | 25.7% | 7,738 | 25.5% |
| **Total** | 29,202 | 100.0% | 29,584 | 100.0% | 29,827 | 100.0% | 30,071 | 100.0% | 30,315 | 100.0% |

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of functional population households.

***The Remainder of This Page Intentionally Left Blank***

### 7.3.7.3 Projected Need by Cost

To determine the projected cost, the historic average median incomes from 1999 to 2010 were assessed through HUD via www.huduser.org. It is estimated that the average median income for the County will increase by 3.4 percent every year. This is based strictly on historic area median income and does not take into consideration market forces, market crash or current recession. Using the affordable housing cost spreadsheets generated by the County Growth Management Division, which calculate affordable price by 30 percent of income, the affordable monthly rent are projected for the planning horizon on **Table 7.63.**

**Table 7.63 - Affordable Maximum Monthly Rental Rates per AMI projections 2015-2030**

| 2015 - AMI $80, 846 (est.) | | | | |
|---|---|---|---|---|
| Unit Size | Incomes | | | |
| | Very Low | Low | Median | Moderate |
| Efficiency | $712 | $1,139 | $1,423 | $1,708 |
| 1 Bedroom | $763 | $1,221 | $1,527 | $1,832 |
| 2 Bedroom | $912 | $1,459 | $1,824 | $2,189 |
| 3 Bedroom | $1,044 | $1,670 | $2,087 | $2,505 |
| 4 Bedroom | $1,170 | $1,872 | $2,340 | $2,809 |
| | | | | |
| Efficiency | $841 | $1,346 | $1,682 | $2,019 |
| 1 Bedroom | $902 | $1,444 | $1,804 | $2,165 |
| 2 Bedroom | $1,078 | $1,725 | $2,156 | $2,587 |
| 3 Bedroom | $1,234 | $1,974 | $2,467 | $2,961 |
| 4 Bedroom | $1,383 | $2,213 | $2,766 | $3,320 |
| | | | | |
| Efficiency | $994 | $1,591 | $1,988 | $2,386 |
| 1 Bedroom | $1,066 | $1,706 | $2,133 | $2,559 |
| 2 Bedroom | $1,274 | $2,039 | $2,548 | $3,058 |
| 3 Bedroom | $1,458 | $2,333 | $2,916 | $3,499 |
| 4 Bedroom | $1,635 | $2,616 | $3,270 | $3,924 |
| 2030 - AMI $ 133,496 (est.) | | | | |
| Efficiency | $1,175 | $1,880 | $2,350 | $2,820 |
| 1 Bedroom | $1,260 | $2,017 | $2,521 | $3,025 |
| 2 Bedroom | $1,506 | $2,409 | $3,012 | $3,614 |
| 3 Bedroom | $1,723 | $2,757 | $3,447 | $4,136 |
| 4 Bedroom | $1,932 | $3,092 | $3,865 | $4,638 |

Source: www.HUDuser.org for estimating AMI. Monroe County Growth Management, 2010, *AFH matrix future cost.xls*, for cost calculations.

As seen in **Table 7.64** the affordable selling prices are projected for the County. As defined by MCLDC 101-01 the maximum sales price, owner occupied affordable housing unit, means a price not exceeding 3.75 times the annual median household income for the county for a one bedroom or efficiency unit, 4.25 times the annual median household income for the county for a two bedroom unit, and 4.75 times the annual median household income for the county for a three or more bedroom unit.

**Table 7.64 - Affordable Maximum Selling Price 2015-2030**

| 2015 - AMI $80,846 (est.) Unit Size | Multiplier | Max Sales Price |
|---|---|---|
| Efficiency/1 Bedroom | 3.75 | $303,173 |
| 2 Bedroom | 4.25 | $343,596 |
| 3 Bedroom | 4.75 | $384,019 |
| | | |
| Efficiency/1 Bedroom | 3.75 | $358,339 |
| 2 Bedroom | 4.25 | $406,117 |
| 3 Bedroom | 4.75 | $453,896 |
| | | |
| Efficiency/1 Bedroom | 3.75 | $423,540 |
| 2 Bedroom | 4.25 | $480,012 |
| 3 Bedroom | 4.75 | $536,484 |
| 2030 - AMI $ 133,196 (est.) | | |
| Efficiency/1 Bedroom | 3.75 | $500,610 |
| 2 Bedroom | 4.25 | $567,358 |
| 3 Bedroom | 4.75 | $634,106 |

Source: www.HUDuser.org for estimating AMI. Monroe County Growth Management, 2010, *AFH matrix future cost.xls*, for cost calculations.

### 7.3.7.4 Projected Need by Income Range

Income ranges are discussed in **Section 7.3.4** *"Projected Number of Households by Income"* and the analysis is based on SCAH data. Analysis was done two ways, for functional population and permanent population. Permanent population was analyzed separate since it is permanent population who would receive affordable housing assistance. In summary, at least 60.9 percent of households in 2010 will be at or below the moderate income range (80.01 to 120 percent of the area median income). By the year 2030, the number of households at or below the moderate income range will be at 62.4 percent (as provided earlier in **Tables 7.45** and **7.46**).

## *7.3.8 Private Sector Housing Delivery Process [Rule 9J-5.010(2)(e), F.A.C.]*

While the private sector finances and builds the housing units, local governments issue building permits and perform inspections of the units based on health and safety issues

established in and through the Florida Building Code. Building permits are issued in compliance with local land development regulations.

*Land*

There are currently 2,338 acres of vacant land in unincorporated Monroe County of which 1,294 (55 percent) are designated for Residential Low, Residential Medium and Residential High. If developed under the current designations, the acreage could theoretically support an additional 7,701 dwelling units. Refining the analysis to vacant acreage in Tier III, where the County encourages infill development, the theoretical number of housing that could be developed is 4,044. To be more precise this would be a breakdown of 2,747 single family homes and 1,297 multifamily or affordable units. There is ample vacant land to meet the need and future demand. However, due to the limited population growth (157 persons a year), the increasing vacancy rate, and the high price of land in a coastal community, there is no significant demand for new residential development from developers.

There are private-public partnerships for the provision of land acquisition and government support for affordable housing projects.

*Finance*

Financing affects the purchaser and builder's cost as well. Although the high cost of land in the County tends to limit the development of public housing and public housing programs, the County does participate in the affordable housing programs such as Community Development Block Grant (CDBG) and the HOME Investment Partnerships (HOME) programs to facilitate financing for private purchasers in lower income ranges.

*Services*

All services are provided by the County, with the exception of potable water, which is supplied by the Florida Keys Aqueduct Authority (FKAA). These services are discussed in more detail in the *Potable Water, Solid Waste, Sanitary Sewer and Drainage Elements.*

As a part of development, the County charges several fees for services rendered, and for impacts on the existing facilities. The County also charges various fees for site plan review, and redevelopment or building permits. As of November 2010, impact fees for development are outlined as follows:

Parks/Recreation - $340.00
Sewer connection - $70 per connection
Transportation - $633
Sheriff - $150 per SFR
Fire - $105 per SFR
Library - $242 per SFR
Solid Waste - $64 per SFR

ROGO Application for SFR - $748 + $20 research fee = $768.00
NROGO Application - $774
Mobile home to SFR - $305

### 7.3.9 *Means of Accomplishing Affordable Housing, Group Homes and Eliminating Substandard Conditions [Rule 9J-5.010(2)(f), F.A.C.]*

Topic 1: [Rule 9J-5.010(2)(f)1., F.A.C]

The provision of housing with supporting infrastructure for all current and anticipated future residents of the jurisdiction with particular emphasis on the creation or preservation of affordable housing to minimize the need for additional local services and avoid the concentration of affordable housing units only in specific areas of the jurisdiction.

The infrastructure currently in place is adequate to meet the projected population to meet the future needs of County functional population in an effective, economical manner. Were only 84 dwelling units are anticipated each year from 2010 to 2030, the supporting infrastructure will continue to be maintained to provide the adopted level-of-service standards throughout the community. The County does scheduled maintenance and repair of infrastructure facilities for which it is responsible. The County will maintain an appropriate millage rate to pay for services provided to residents. The County provides the same level, amount, and quality of infrastructure to all residents in all areas without regard to income levels.

Each Livable CommuniKeys Plans includes objectives to maintain housing opportunities for all segments of the population while maintaining the availability of affordable housing and workforce housing for local residents, while preserving the character of the community.

The County relies entirely on the private sector, supplemented by outside government programs, to ensure the provision of adequate housing. There is a need for affordable housing for those permanent households that are making up to 120 percent of the area median income for renters and up to 160 percent of the area median income for owners. According to the SCAH **(Table 7.46)**, a minimum of 60 percent of the permanent population will need affordable housing assistance or will be making incomes at or below the 120 percent of the area median income.

Currently the County can award up to 71 ROGO allocations for affordable housing; however, not all of them are being used due to the high cost of land and time and cost of the ROGO application process. Low-cost housing is difficult to provide. However, there is a number of housing assistance programs available to the residents of the County, including Section 8 and low interest loans; and the County participates in the Community Development Block Grant program and the HOME Investment Partnerships program. The County will, additionally, take the actions available (e.g., various residential densities,

waiver of fees) to encourage the development of very-low, low, and moderate income housing, where the need for it is identified.

Topic 2: [Rule 9J-5.010(2)(f)2., F.A.C]

The elimination of substandard housing conditions and for the structural and aesthetic improvement of housing;

**Table 7.29** denotes the housing that is considered substandard according to the Census 2000. This is however, not a true inventory of substandard units at the County. The County should consider taking an inventory of mobile homes on individual sites and mobile homes in camp grounds and parks that need structural improvements.

Where existing housing units are identified and substandard, the County relies on code enforcement to ensure that housing is repaired or rehabilitated to meet codes. New housing units must meet the Florida Building Code; local building inspections are performed to ensure that code provisions are met.

Topic 3: [Rule 9J-5.010(2)(f)3., F.A.C]

The provision of adequate sites for housing for very-low, low, and moderate income households, and for mobile homes.

The provision of adequate land for affordable housing is stated in **Section 7.3.6** *"Land Requirements for Housing Need"*. In summary, there is a surplus of acreage in Tier III (infill areas) that would allow for the needed affordable housing.

Given that mobile homes provide an affordable option, the County may want to consider continuing providing the land sites where mobile home development is located and determine if this is a financially feasible option.

Topic 4: [Rule 9J-5.010(2)(f)4., F.A.C]

The provision of adequate sites in residential areas or areas of residential character for group homes and foster care facilities licensed or funded by the Florida Department of Children and Family Services.

The provision of adequate sites in residential areas or areas of residential character for group homes and foster care facilities is referenced is **Section 7.2.9** *"Group Homes"*. Only one facility currently exists in unincorporated Monroe County. Group homes or institutional homes are specifically allowed in the Mixed Use (MU) and Military Facilities (MF) zoning districts.

Topic 5: [Rule 9J-5.010(2)(f)5., F.A.C]

The identification of conservation, rehabilitation or demolition activities, and historically significant housing or neighborhoods.

The identification of conservation, rehabilitation or demolition activities, and historically significant housing or neighborhoods is further identified in **Section 7.2.11** *"Historically Significant Housing"*.

***The Remainder of This Page Intentionally Left Blank***

## Bibliography


Florida Housing Data Clearinghouse http://flhousingdata.shimberg.ufl.edu/

Harvard University Joint Center for Housing Studies

Monroe County Land Development Code

Monroe County, 2000, *Monroe County Population Estimates and Forecast 1990-2015.*

Monroe County Division of Housing and Community Development, 2007, *Monroe County Affordable and Workforce Housing.*

Monroe County, Ship Local Housing Assistance Plan (LHAP) Fiscal Years Covered 2007-2008/ 2008-2009/2009-2010

Shimberg Center for Housing Studies http://www.shimberg.ufl.edu/

State of Florida Department of Business and Professional Regulation
(Mobile Home Parks, Condominium and Subdivisions data)
http://www.myfloridalicense.com/dbpr/sto/file_download/public-records-CTMH.html

State of Florida, State Historic Preservation Office (SHPO)

U.S. Census 2000

U.S. Department of Housing and Urban Development
Monroe County Area Median Incomes from 1999 to 2010:
www.huduser.org/portal/datasets/il/fmr00/hud00fl.txt
www.huduser.org/Datasets/IL/FMR01/hud01fl.pdf
www.huduser.org/Datasets/IL/FMR02/hud02fl.pdf
www.huduser.org/Datasets/IL/FMR03/hud03fl.pdf
www.huduser.org/Datasets/IL/IL04/hud04fl.pdf
www.huduser.org/Datasets/IL/IL05/fl_FY2005.pdf
www.huduser.org/Datasets/IL/IL06/fl_FY2006.pdf
www.huduser.org/Datasets/IL/IL07/fl_FY2007.pdf
www.huduser.org/Datasets/IL/IL08/fl_FY2008.pdf
www.huduser.org/Datasets/IL/IL09/fl.pdf
www.huduser.org/Datasets/IL/IL10/fl.pdf

## Geographic Information System

Monroe County Growth Management, 2010, *MC_ELU_510* (Existing Land Use GIS layer received May 2010)

Monroe County Growth Management, 2010, *MC_FLUM_510* (Future Land Use GIS layer received May 2010)

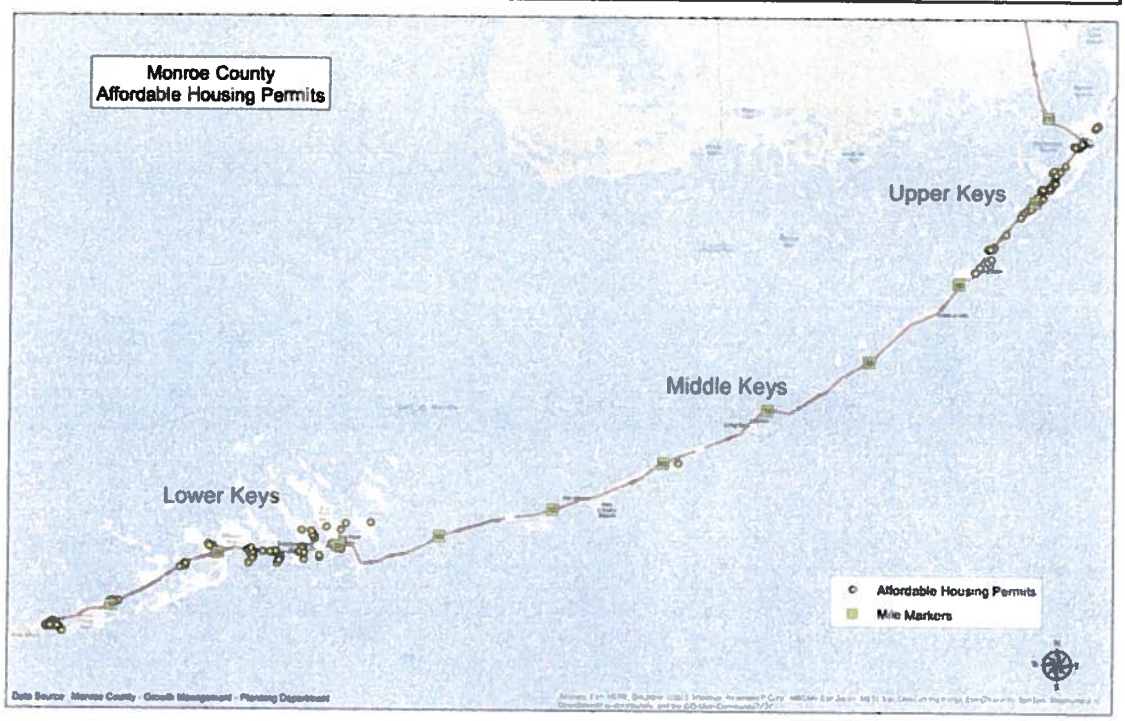
Monroe County Growth Management, 2010, *Tier 0110* (Tier Overlay)

Florida State Historic Preservation Office, 2000, *Historic Structures*

**Exhibit 5 to Staff Report**
**Workforce Housing Assessment**

# MONROE COUNTY WORKFORCE HOUSING STAKEHOLDER ASSESSMENT REPORT

**APRIL 2015**




*Assessment Report Prepared by:*
*Robert Jones, Director*
*FCRC Consensus Center, Florida State Uniersity*

## STAKEHOLDER ASSESSMENT REPORT TABLE OF CONTENTS


*Contents* ..... 2
*Executive Summary* ..... 3

**I. ASSESSMENT SCOPE AND ORGANIZATION** ..... **10**

**II. WORKFORCE HOUSING IN MONROE COUNTY-CONTEXT** ..... **11**

**III. WORKFORCE HOUSING CHALLENGES- IDEAS AND PERSPECTIVES** ..... **14**

A. WORKFORCE HOUSING STAKEHOLDER PERSPECTIVES COMMON THEMES ..... 14
B. WORKFORCE HOUSING STAKEHOLDER PERSPECTIVES COMMON ISSUES ..... 15
C. STAKEHOLDER IDEAS AND ISSUES- MATRIX ..... 16
D. STAKEHOLDER IDEAS AND PERSPECTIVES ..... 22
1. County Government Ideas and Perspectives ..... 22
2. Municipal Government Ideas and Perspectives ..... 24
3. State Government Ideas and Perspectives ..... 26
4. Education Ideas and Perspectives ..... 27
5. Development Ideas and Perspectives ..... 28
6. Lodging, Hospitality and Tourist Development Ideas and Perspectives ..... 29
7. Business Sector Ideas and Perspectives ..... 31
8. Non Profit Sector Ideas and Perspectives ..... 34
9. Military Sector Ideas and Perspectives ..... 37

**IV. WORKFORCE HOUSING PROCESS- STAKEHOLDER PERSPECTIVES** ..... **38**

A. INFORMATION NEEDED TO INFORM CONSENSUS BUILDING ON WORKFORCE HOUSING ..... 38
B. WORKFORCE HOUSING PROCESS-STAKEHOLDER PERSPECTIVES ..... 42

**V. WORKFORCE HOUSING IN MONROE COUNTY--NEXT STEPS** ..... **44**

*Appendices*
1. List of Interviews/Meetings ..... 45
2. Affordable Housing Advisory Committee Ordinance ..... 48
3. Workforce Housing Assessment Background Papers ..... 50
4. Workforce Housing Roundtable Summary of Comments, August 2014 ..... 51
5. Public Comment Email ..... 56
6. "Affordable Housing White Paper", September 2014, Donald Craig, AICP Director of Planning & Nicole Malo, AICP Planner, City of Key West ..... 57
7. Draft Sample Advisory Committee Procedures and Protocols ..... 58
8. Information on the FCRC Consensus Center, FSU ..... 69

# MONROE COUNTY WORKFORCE HOUSING
# STAKEHOLDER ASSESSMENT REPORT- EXECUTIVE SUMMARY

Monroe County faces the quadruple impact of high land values, land limited by geographic and environmental features, housing supply limited by controlled growth (the Rate of Growth Ordinance) and a tourism economy with a prevalence of lower paying service-sector employment. In August 2014 the Monroe County Commission approved a stakeholder assessment effort, to be conducted by the FCRC Consensus Center at Florida State University (Consensus Center), to solicit perspectives and ideas on workforce housing challenges and on whether a county-wide consensus building effort should be convened to address the complex issues surrounding workforce housing in the Florida Keys.

This assessment report sets out the context for addressing workforce housing issues and used interviews, meetings and review of data and documents to assess stakeholder perspectives on the County's workforce housing challenges. These perspectives include county, city, regional, state and federal government levels, housing and tourist development leaders in Monroe County, the business and tourist community and non-profit community and civic organizations. Based on this stakeholder input, the assessment report summarizes the themes, concerns, issues, and interests that stakeholders believe ought to be considered in addressing workforce housing needs in Monroe County. *(See below)*

The workforce housing affordability crisis in the Florida Keys identified by the Monroe County Commission in 2014 is real. "Cost-burdened" households pay more than 30% of income for rent or mortgage costs. In 2013, 51% (or 16,849) of Monroe County households pay more than 30% of income for housing while statewide that figure is 43%. More than half of Monroe County renters are cost burdened (8,350 of 14,002) while about 45% of Monroe County homeowners are cost burdened (8,499 of the 18,936).

In November 2014 the United Way of Florida released its report, ALICE (Asset Limited, Income Constrained, Employed: Study of Financial Hardship, which indicates that nearly half of all Monroe County households (14,221of 29,241) live above the federal poverty line but still struggle to afford basic expenses including housing, child care, food, transportation and health care.[1] The Report also evaluates community conditions for each of Florida's counties using a weighted "Economic Viability Dashboard" in three core areas using a scale of 1 (worst) to 100 (best).[2] Monroe County's results area as follows:

| *Core Areas* | *Rating* | *Grade* |
|---|---|---|
| **Housing Affordability (40%)** | 14 of 100 | **Poor** |
| **Job Opportunities (40%)** | 67 of 100 | **Good** |
| **Community Support (20%)** | 48 of 100 | **Poor** |

[1] The Report was initially developed in New Jersey and now five other states including Florida, California, Michigan, Indiana and Connecticut, have used the model and developed reports in 2014.
https://www.frbatlanta.org/commdev/publications/partnersupdate/2015/01_study-sheds-light-on-working-families-in-florida

[2] The Index provides the means to compare counties in Florida and to see changes over time. The Housing Affordability area includes three key indicators including: the Household Survival Budget (quantifying the cost of the housing, child care, food, health care, transportation); health insurance; and housing burden. The Job Opportunities area includes three key indicators including: Income Distribution; Employment Rate; and New Hire Wages. The Community Support area includes three key indicators: Violent crime rate; the annual payroll of human services nonprofits per capita; and Access to good basic health care.

The findings of all of several recent reports on Monroe County's current housing situation confirm that there is a significant and growing shortage of affordable workforce housing, both rental and ownership. In addition there exists a policy gap in that affordable housing for the working and middle classes is largely left to individual municipalities and counties to deal with.

Over 75 persons participated in the interviews and meetings and identified a range of workforce housing issues. While some offered perspectives from the same sector, they live and work in different parts of the Keys and the ideas they offer are not necessarily the same as others sharing that perspective. However, across the various perspectives the following emerged as six common themes regarding key workforce housing issues:

1. A Shared vision of success for Workforce Housing in Monroe County
2. Take Action on Workforce Housing
3. Build upon the past affordable housing studies and reports
4. Defining the problem first based on data
5. Seek a balanced package of options as there is no single strategy that will solve the workforce housing crisis
6. View housing as community infrastructure, like transportation and water supply

Issues generally identified as important from most perspectives included:

1. Addressing the ROGO system and workforce housing, including transfers and fractional ROGOs
2. Density and livable workforce housing
3. Relaxing height restrictions in light of Federal flood insurance changes and to create more workforce housing
4. Monroe Housing Authority role in workforce housing
5. Transportation and its relationship to and role in workforce housing
6. Workforce Housing site identification and audit of publicly owned property.
7. Creation of new workforce housing units that are both affordable and livable with development incentives and public private partnerships
8. Preservation and maintenance of existing workforce housing and incentives to preserve workforce housing
9. Related workforce issues due to high cost of housing (insurance, childcare, food insecurity etc.)
10. County, City and state affordable housing policies and regulations including length of deed restrictions
11. Explore and expand funding sources to expand workforce housing in Monroe County

The Stakeholder Assessment sought to identify how different stakeholders viewed the challenges of workforce housing facing Monroe County and its residents. The over 60 issues and ideas identified and summarized from the many interviews and meetings, help to shed light on the complexity of the issues and on the healthy diversity of views on how to best address the challenges even among those sharing the same stakeholder perspective. The assessment interviews were conducted with the understanding that the themes and ideas identified would be shared with the Commission and inform any committee that would engage in subsequent consensus building on workforce housing solutions. It was also understood that individual views would not be attributed but the related themes perspectives would be summarized. The report provides input from following perspectives: County Government; City Government; State Government; Education; Development; Lodging/Hospitality/Tourism; Business; Non Profit; and Military. 60 workforce housing ideas

and issues were identified in the Assessment from different perspectives in the following categories:

| Overall | Workforce Housing Planning & Zoning |
|---|---|
| 1. No single solution, menu of options<br>2. Build on work to date (studies, task forces, etc.)<br>3. Target different levels of workforce to provide WH<br>4. Engage private and public sector employers in finding WH solutions<br>5. Political will to implement solutions<br>6. Focus on rental housing<br>7. Addressing NIMBY and workforce housing<br>8. Encourage public private partnerships for WH<br>9. Encourage WH affordability and livability<br>10. Support living wages in the Keys<br>11. Expand the Keys economy beyond tourism<br>12. Address negative impacts on Keys communities of transient workforce<br>13. Clarifying workforce housing and affordable housing definitions | 1. Create a County Workforce Housing Development Plan<br>2. Consider adjusting height restrictions to increase workforce housing<br>3. Allow increased density for WH<br>4. Tax Credit Property Management after 15 yrs.<br>5. Encourage mixed use<br>6. Explore "Micro Housing"<br>7. Enforce Housing Codes<br>8. ROGO Allocations and Transfers, Fractional ROGO for WH<br>9. ROGO Formula<br>10. Address redevelopment and WH<br>11. Encourage commercial construction of WH by reducing impact fee.<br>12. Explore and assess the role of live-aboard boats in WH<br>13. Encourage hospitality industry and the commercial sector to build WH |
| **Workforce Housing Funding** | **Preserve Existing Workforce Housing** |
| 1. Workforce housing site identification and audit<br>2. Remedy Sadowski Trust Fund donor inequity<br>3. Land Authority funds for workforce housing construction<br>4. Dedicated local funding for workforce housing<br>5. Consider inclusionary WH fee<br>6. Changing the Tourist Development Council (TDC) law to allow those dollars to be used for affordable housing development.<br>7. Address online marketplace for vacation rentals that connects users with property to rent with users looking to rent the space(e.g. AirBnB) and its impact on bed tax revenue<br>8. Provide assistance to workforce renters (down payment/deposit) | 1. Preserve/maintain affordable units<br>2. Address "lost" AH/WH units<br>3. Revisit land trusts as a tool<br>4. Provide for "no net loss" principle of affordable & workforce housing in the County housing element<br>5. Adopt a "lease form" for local governments owning underlying land for WH<br>6. Address loss of deed restrictions for AH<br>7. Address RV/Trailer Parks as WH and conversion issues |
| **Workforce Housing & Transportation** | **Workforce Housing & Related Issues** |
| 1. Increase highway capacity to adjust ROGO evacuation formula<br>2. Address related issues- Transportation options for employees<br>3. Address & improve transit issues in the upper and lower Keys | 1. Address related issues insurance costs- wind<br>2. Address 2018 FEMA flood insurance issues.<br>3. Address related issues- Daycare<br>4. Homelessness & Workforce Housing<br>5. Protect military buffer areas<br>6. Address "food security" (i.e. access by all people at all times to enough food for an active, healthy life) and workforce housing. |
| **Workforce Housing & Site Identification** | **Workforce Housing Construction** |
| 1. Audit Local Government owned public lands for WH<br>2. Re-purpose land owned by local government for WH<br>3. Focus all 3-tier properties on WH | 1. Waive building fees for WH<br>2. Buy down interest rates for WH projects<br>3. Cut taxing rates on WH<br>4. Commercial properties for WH-tax and insurance breaks |

| Workforce Housing & the Education Sector | |
|---|---|
| 1. Engage the school system as largest employer<br>2. Improve teacher housing needs data | |

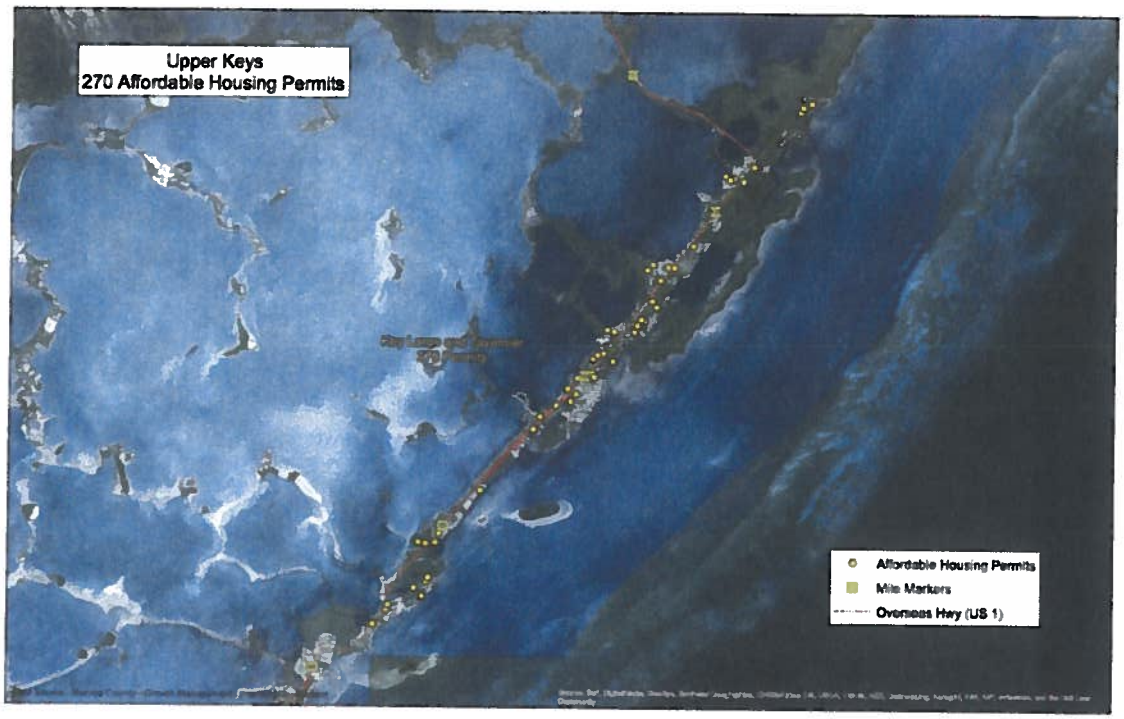
Monroe County staff has gathered detailed baseline data that included an inventory of affordable and workforce housing projects completed over the past two decades in Monroe County, along with the public incentives that were made to assist in the housing development. In the course of the assessment interviews and meetings, various studies and data sources were identified on best practices from other jurisdictions and ideas developed or considered but not implemented by previous affordable housing task forces. Among the range of stakeholders interviewed, all expressed the need for a focused and comprehensive county-wide workforce housing dialogue that involved those with a stake in the outcome. Many believed that such a committee should develop a package of consensus recommendations, informed by data and the range of stakeholder and public perspectives, that can provide for both short and longer term actions for the Board of County Commission's consideration.

While some of those interviewed remained skeptical that there will be sufficient "political will" to implement the Committee's recommendations as has been the case in the past, many believed that this was an urgent and timely issue for the County to address in light of hotel redevelopment and the economic upturn.

In the Fall of 2014, following the initiation of this Assessment, the Commission re-appointed members to the existing Affordable Housing Advisory Committee and with the thought of convening and charging them with addressing workforce housing issues and providing the County Commission with its recommendations. The reconvened committee would review this assessment report and other data as it addressed its charge. A workforce housing committee, ad hoc or otherwise, appointed and charged by the County Commission to address workforce housing issues in the Florida Keys was explored in the assessment interviews. A significant number of those interviewed applauded the County Commission's action in re-purposing the existing Affordable Housing Advisory Committee to focus, at least in the short term, on workforce housing. It was suggested that this approach could provide representation from each District in the County, offer workforce housing perspectives from the public, private and nonprofit sectors, and minimize confusion and any duplication of effort that an ad hoc workforce housing committee might create. It was also pointed out that this charge would be consistent with the Committee's current mission to address affordable housing opportunities in Monroe County for both "residents and workforce."

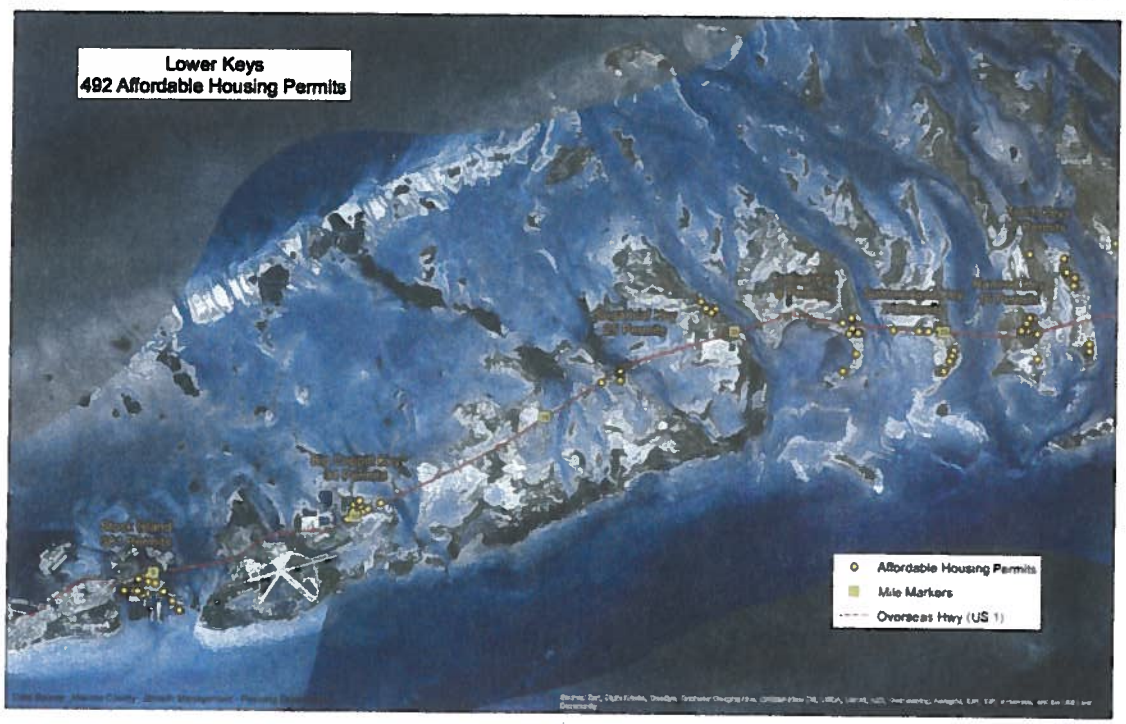
The Commission should review the current Committee appointments to ensure that a balance of workforce housing stakeholder perspectives are included in its membership. If the Commission charges the Affordable Housing Advisory Committee to develop consensus recommendations on workforce housing actions for consideration by the Monroe County BOCC, most stakeholders interviewed suggested there should be a sufficient range of stakeholder perspectives represented and participating in the consensus building. This would allow the Committee to develop informed workforce housing consensus findings and recommendations that stakeholders might support and the County Commission could act upon.

There is a great deal of public and stakeholder interest in the workforce housing issues the Committee will take up. The membership requirements, as set forth in both Florida statute and the Monroe County Resolution, do not reference representation of the municipalities in the County, the military, the School Board and perhaps other organizations impacted by workforce housing policies and programs and with a stake in contributing to solutions to improve the availability of workforce housing in the Florida Keys.


Upper Keys
270 Affordable Housing Permits
Affordable Housing Permits
Mile Markers
Overseas Hwy (US 1)

Duck Key
18 Affordable Housing Permits
Affordable Housing Permits
Mile Markers
Overseas Hwy (US 1)

Big Pine Key and No Name Key
16 Affordable Housing Permits
Affordable Housing Permits
Mile Markers
Overseas Hwy (US 1)


Lower Keys
492 Affordable Housing Permits
Affordable Housing Permits
Mile Markers
Overseas Hwy (US 1)

The format for the Committee meetings should encourage constructive public and stakeholder input. The Commission might consider charging the Committee with establishing an engagement strategy to involve a broader range of stakeholders in their development of findings and recommendations. This might be accomplished through opportunities for public input during their own meetings, as well as through Committee sponsored advisory workgroups, joint workshops with municipal taskforces and city commissions, workshops at key moments in the development of options and recommendations, online surveys and other techniques.

It was observed by many that an advisory committee developing recommendations on workforce housing will require dedicated staff, including legal and planning expertise, and facilitation support for the Committee to do its work expeditiously. This is because of the complexity of the charge, the intense public interest in the issue, the linkages with other issues and programs and activities in the public, private and non-profit sectors, and the desire for timely actions to address the current workforce housing challenges.

The Monroe County Board of County Commissioners should review this Assessment Report and charge the Affordable Housing Committee to focus its efforts in the coming year on workforce housing. With a charge from the County Commission, the Committee should establish its procedures and approach and a schedule for meetings that would permit it to deliver back to the BOCC its workforce housing recommendations by mid-2016. The Committee should consider:

- Developing a shared vision of success;
- Jointly defining the workforce problems faced in the Florida Keys;
- Reviewing the range of issues and options identified in previous studies;
- Reviewing the experience and lessons learned with successful workforce housing projects developed in the Keys to date;
- Reviewing this Stakeholder Assessment Report; and
- Developing a package of consensus findings and recommended solutions for consideration by the Monroe County Board of County Commission.

This stakeholder assessment report confirms that there is wide agreement that Monroe County is facing a significant and growing workforce housing crisis with shortages for both affordable rental and ownership units. There is also agreement that no single strategy will solve the workforce housing crisis in Monroe County. Instead the challenge ahead is to craft a balanced package of targeted options that have been refined through discussion and debate and that can serve as a consensus framework for addressing and implementing solutions.

# MONROE COUNTY WORKFORCE HOUSING STAKEHOLDER ASSESSMENT REPORT

## I. ASSESSMENT SCOPE AND ORGANIZATION

Monroe County faces the quadruple impact of high land values, land limited by geographic and environmental features, housing supply limited by controlled growth (the Rate of Growth Ordinance) and a tourism economy with a prevalence of lower paying service-sector employment. In August 2014 the Monroe County Commission approved a stakeholder assessment effort, to be conducted by the FCRC Consensus Center at Florida State University (Consensus Center), to solicit perspectives and ideas on workforce housing challenges and on whether a county-wide consensus building effort should be convened to address the complex issues surrounding workforce housing in the Florida Keys.

The 2005 Harvard report, "Strengthening the Workforce and Communities through Housing Solutions" suggests, solutions to the workforce housing challenge require a broad-based, proactive approach.[3] This stakeholder assessment engaged a broad range of public, private and non profit stakeholders to clarify substantive issues involved, options to consider, information needed and process and coordination issues.

This assessment report sets out the context for addressing workforce housing issues and used interviews, meetings and review of data and documents to assess stakeholder perspectives on the County's workforce housing challenges. These perspectives include county, city, regional, state and federal government levels, housing and tourist development leaders in Monroe County, the business and tourist community and non-profit community and civic organizations. Based on this stakeholder input, the assessment report summarized the themes, concerns, issues, and interests that stakeholders believe ought to be considered in addressing workforce housing needs in Monroe County. The assessment seeks to address the following questions:

1. What are the range of affordable workforce housing and related issues from the perspectives of County, City, State and Federal housing and tourist development leaders, the business and tourist community and the non-profit community and civic organizations and residents?
2. What are the linkages with development and land use issues, transportation mobility?
3. What interests, organizations and individuals should participate in a stakeholder county-wide committee process to develop consensus recommendations on affordable workforce housing issues in Monroe County? How Should the County convene a stakeholder committee to develop recommendations on workforce housing in Monroe County and its cities?
4. What is needed in terms of base line current data on workforce housing programs in

[3] http://bit.ly/1kcpnfm, "By the time a workforce housing affordability problem begins to affect the bottom line, the forces that contribute to high housing costs have long been in place and are difficult to reverse. For the housing and business communities to forestall such an outcome, they must establish a working relationship characterized by respect, trust, and an awareness of each other's interests. They must have access to information about the causes of the affordability problem and data that demonstrate its effects."

Monroe County? What information and data on best practices should be considered in any subsequent stakeholder consensus building process?

## II. WORKFORCE HOUSING[4] IN MONROE COUNTY- CONTEXT

The workforce housing affordability crisis in the Florida Keys identified by the Monroe County Commission in 2014 is real. "Cost-burdened" households pay more than 30% of income for rent or mortgage costs. In 2013, 51% (or 16,849) of Monroe County households pay more than 30% of income for housing while statewide that figure is 43%. More than half of Monroe County renters are cost burdened (8,350 of 14,002) while about 45% of Monroe County homeowners are cost burdened (8,499 of the 18,936).

In November 2014 the United Way of Florida released its report, ALICE (Asset Limited, Income Constrained, Employed: Study of Financial Hardship, which indicates that nearly half of all Monroe County households (14,221of 29,241) live above the federal poverty line but still struggle to afford basic expenses including housing, child care, food, transportation and health care.[5] The Report also evaluates community conditions for each Florida county using a weighted "Economic Viability Dashboard" in three core areas employing a scale of 1 (worst) to 100 (best).[6] Monroe County's results area as follows:

| *Core Areas* | *Rating* | *Grade* |
|---|---|---|
| **Housing Affordability (40%)** | 14 of 100 | **Poor** |
| **Job Opportunities (40%)** | 67 of 100 | **Good** |
| **Community Support (20%)** | 48 of 100 | **Poor** |

[4] Workforce housing can refer to any form of housing, including ownership of single or multi-family homes, as well as occupation of rental units. Workforce housing is generally understood to mean affordable housing for households with earned income that is insufficient to secure quality housing in reasonable proximity to the workplace. The term "workforce" is meant to connote those who are gainfully employed, a group of people who are not typically understood to be the target of affordable housing programs. Workforce housing, then, implies an altered or expanded understanding of affordable housing. Workforce housing is commonly targeted at "essential workers" in a community i.e. police officers, firemen, teachers, nurses, medical personnel. However resort communities generally define "essential" more broadly to include service workers, as they often are characterized by high real estate costs and a high number of low-paying service jobs essential to the local tourism economy.

[5] The Report was initially developed in New Jersey and now five other states including Florida, California, Michigan, Indiana and Connecticut, have used the model and developed reports in 2014. https://www.frbatlanta.org/commdev/publications/partnersupdate/2015/01/study-sheds-light-on-working-families-in-florida

[6] The Index provides the means to compare counties in Florida and to see changes over time. The Housing Affordability area includes three key indicators including: the Household Survival Budget (quantifying the cost of the housing, child care, food, health care, transportation); health insurance; and housing burden. The Job Opportunities area includes three key indicators including: Income Distribution; Employment Rate; and New Hire Wages. The Community Support area includes three key indicators: Violent crime rate; the annual payroll of human services nonprofits per capita; and Access to good basic health care.

## KEY FACTS AND ALICE STATISTICS FOR MONROE COUNTY

*(From the ALICE Florida Report: Study of Financial Hardship, Fall, 2014, Appendix H)*

| **Big Coppitt Key /Monroe County** | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Population* | *Households* | *Poverty %* | *ALICE %* | *Above ALICE Threshold %* | *Unemployment Rate* | *Housing Burden over 35% Owner* | *Housing Burden over 35% Renter* |
| **2016** | **833** | **12%** | **35%** | **53%** | **9%** | **55%** | **72%** |
| **Big Pine Key/Monroe County** | | | | | | | |
| *Population* | *Households* | *Poverty %* | *ALICE %* | *Above ALICE Threshold %* | *Unemployment Rate* | *Housing Burden over 35% Owner* | *Housing Burden over 35% Renter* |
| **3777** | **1619** | **10%** | **35%** | **56%** | **4%** | **44%** | **42%** |
| **Key Largo/Monroe County** | | | | | | | |
| *Population* | *Households* | *Poverty %* | *ALICE %* | *Above ALICE Threshold %* | *Unemployment Rate* | *Housing Burden over 35% Owner* | *Housing Burden over 35% Renter* |
| **11409** | **4517** | **15%** | **38%** | **47%** | **9%** | **44%** | **57%** |
| **Key West** | | | | | | | |
| *Population* | *Households* | *Poverty %* | *ALICE %* | *Above ALICE Threshold %* | *Unemployment Rate* | *Housing Burden over 35% Owner* | *Housing Burden over 35% Renter* |
| **24870** | **9322** | **9%** | **35%** | **56%** | **4%** | **44%** | **68%** |
| **Lower Keys/Monroe County** | | | | | | | |
| *Population* | *Households* | *Poverty %* | *ALICE %* | *Above ALICE Threshold %* | *Unemployment Rate* | *Housing Burden over 35% Owner* | *Housing Burden over 35% Renter* |
| **10394** | **4314** | **8%** | **23%** | **62%** | **5%** | **42%** | **56%** |
| **Marathon** | | | | | | | |
| *Population* | *Households* | *Poverty %* | *ALICE %* | *Above ALICE Threshold %* | *Unemployment Rate* | *Housing Burden over 35% Owner* | *Housing Burden over 35% Renter* |
| **8389** | **3371** | **14%** | **41%** | **45%** | **9%** | **40%** | **65%** |
| **Middle Keys/Monroe County** | | | | | | | |
| *Population* | *Households* | *Poverty %* | *ALICE %* | *Above ALICE Threshold %* | *Unemployment Rate* | *Housing Burden over 35% Owner* | *Housing Burden over 35% Renter* |
| **9731** | **4068** | **13%** | **40%** | **47%** | **10%** | **42%** | **64%** |
| **North Key Largo/Monroe County** | | | | | | | |
| *Population* | *Households* | *Poverty %* | *ALICE %* | *Above ALICE Threshold %* | *Unemployment Rate* | *Housing Burden over 35% Owner* | *Housing Burden over 35% Renter* |
| **1166** | **510** | **11%** | **20%** | **69%** | **4%** | **36%** | **25%** |
| **Stock Island/ Monroe County** | | | | | | | |
| *Population* | *Households* | *Poverty %* | *ALICE %* | *Above ALICE Threshold %* | *Unemployment Rate* | *Housing Burden over 35% Owner* | *Housing Burden over 35% Renter* |
| **3736** | **1111** | **14%** | **62%** | **24%** | **8%** | **53%** | **69%** |
| **Tavernier/ Monroe County** | | | | | | | |
| *Population* | *Households* | *Poverty %* | *ALICE %* | *Above ALICE Threshold %* | *Unemployment Rate* | *Housing Burden over 35% Owner* | *Housing Burden over 35% Renter* |
| **2491** | **953** | **6%** | **46%** | **48%** | **7%** | **46%** | **37%** |
| **Upper Keys/Monroe County** | | | | | | | |
| *Population* | *Households* | *Poverty %* | *ALICE %* | *Above ALICE Threshold %* | *Unemployment Rate* | *Housing Burden over 35% Owner* | *Housing Burden over 35% Renter* |
| **21234** | **8633** | **13%** | **37%** | **50%** | **9%** | **43%** | **54%** |

The findings of all of several recent reports on Monroe County's current housing situation confirm that there is a significant and growing shortage of affordable workforce housing, both rental and ownership. In addition there exists a policy gap in that affordable housing for the working and middle classes is largely left to individual municipalities and counties to deal with.

In Monroe County an hourly wage needed to afford a two-bedroom Fair Market Rent is $26.27/hour.[7] In order not to pay more than 30% of family income on housing, a household must earn $4,553 monthly or $54,640 annually.

The findings of all of the reports on Monroe County's current housing situation confirm that there is a significant and growing shortage of affordable workforce housing, both rental and ownership. A significant portion of the current workforce housing in Monroe County is rental and there is a large rental housing deficit. As is the case throughout Florida, there has been increase in the demand for rental housing in Florida following the great recession and subsequent housing crisis, particularly among younger households and families with children. Statewide, the percent of households renting increased from 29.4 percent in 2007 to 34.4 percent in 2012 (American Community Survey, 2012; Shimberg Center for Housing Studies, University of Florida, 2013)." The Shimberg Center has found that affordable rental shortages are most pronounced in southeast Florida. (SCHS, 2013).

In an Affordable Housing Solutions White Paper (October 2014)[8] Donald Craig, Planning Director for the City of Key West, projected a deficit of amore than 6,500 units of affordable housing units in the City and characterized the affordability challenge as follows:

> "The City's Comprehensive Plan identified the City of Key West median household income as $52,004 while the average annual wages earned by a worker in the City are approximately $37,844 indicating that by standard guidelines for mortgage lending at the median level, a home should cost no more than $166,012, or three times the median income. This is clearly inconsistent with actual cost of housing in the City, when the Key West Board of Realtors reports that at the end of July 2014 the median sales prices of 162 single family homes sold in the preceding 7 months was $630,000 and the median sales prices for Condo/Townhouses was $368,000. Clearly persons and families making the median income or average wage cannot afford for-sale housing, even if such were being built. As to rental housing, the situation is not better. Even though dated and most assuredly higher, the 2010 reported median gross monthly rent in the City was $1,359. In order to be affordable to the average wage earner in the City, the monthly rent should be no more than $946. Rent such as this is not available in the City at this point and time and results in workers sharing housing in increasing numbers, or paying 40-50% of their income for housing."

---

[7] "Out of Reach 2014: Florida", http://nlihc.org/oor/2014/FL, National Low Income Housing Coalition

[8] Affordable Housing White Paper- Donald Craig, AICP Director of Planning & Nicole Malo AICP,Planner, City of Key West: http://legistar1.granicus.com/KeyWest/meetings/2014/10/2491_A_City_Commission_14-10-07_Meeting_Agenda_Full_Detail.pdf

The 2015 Home Matters Report from the Florida Housing Coalition[9] confirms what other reports have found regarding rapid increases in rents for vacant units on the market while Florida's home ownership has declined steadily since its peak in 2007. Tighter mortgage lending standards, rising mortgage interest rates and fees, and a high percentage of cash sales have squeezed many low and moderate income homebuyers out of the market.

There currently exists a policy gap to fund workforce housing development. Federal programs through HUD or state governments are generally targeted towards low-income programs designed for people that make less than 60% of Area Median Income (AMI). The Low-Income Housing Tax Credit, which mainly spurs development of rental properties, is an example of this. Affordable housing for the working and middle classes has been largely left to individual municipalities and counties to deal with.

# III. WORKFORCE HOUSING CHALLENGES- STAKEHOLDER IDEAS AND PERSPECTIVES

## A. Critical Affordable Workforce Housing Common Themes

The over 75 persons participating in the interviews and meetings identified a range of workforce housing issues. While some offered a perspective from the same sector, they lived and worked in different parts of the Keys and the ideas they offered were not necessarily the same as others sharing that perspective. However, across the various perspectives the following six common themes regarding key workforce housing issues emerged:

1. **A Shared vision of success** for Workforce Housing in Monroe County will be important to guide and gauge the menu of strategies and actions needed to address workforce housing.

2. **Action orientation.** All acknowledge the workforce housing context is complex and challenging but needs immediate focus and attention and that addressing gaps in workforce housing throughout the Florida Keys will require immediate and longer term actions, even if those interviewed had differences in emphasis on those options and actions.

3. **Build upon the past affordable housing studies and reports.** Many agreed with the following statement, "The comprehensive studies, recommendations and published works on the topic do not need to be repeated. The metrics of this problem are well known and documented. The dynamics and facts have changed little over the years."

4. **Define the problem(s) first.** There needs to be a careful effort to define the shared workforce housing problem facing Monroe County in a multifaceted way (different levels and needs of workers, rental vs. ownership, different locations in the Keys) and then based on data and knowledge, move to identify, craft and implement "solutions.

[9] http://issuu.com/flhousing/docs/home_matters_report_02.2015_final

5. **No single strategy.** There does not appear to be a single strategy to pursue but rather a menu of combined strategies to address the workforce housing challenges in the Florida Keys. Any committee should seek to develop a balanced package of both short term and longer-term strategies and actions that are targeted to addressing the needs of different sections of the workforce and to different parts of Monroe County.

6. **Housing as community infrastructure.** Given its importance to the local economy, the County should consider workforce housing as it considers other critical infrastructure such as transportation and water supply. Workforce housing should receive the policy, planning and financial attention that other areas of local infrastructure receive. The County should seek to better integrate the housing element with other plan elements such as the future land use, public facilities, transportation and capital improvements.

### B. Critical Affordable Workforce Housing Common Issues

Issues generally identified as important to address from most perspectives included:

1. Addressing the ROGO system and workforce housing, including transfers and fractional ROGOs

2. Density and livable workforce housing

3. Relaxing height restrictions in light of Federal flood insurance changes and to create more workforce housing

4. Strengthen Monroe County Housing Authority's role in workforce housing

5. Address transportation and its relationship to and role in workforce housing

6. Update Monroe County's workforce housing site identification and audit of publicly owned property

7. Create new workforce housing units that are both affordable and livable with development incentives and public private partnerships

8. Preserve and maintain existing workforce housing and provide incentives to preserve workforce housing

9. Address related workforce issues due to high cost of housing (insurance, childcare, food insecurity etc.)

10. Review and consider changes in the County, City and state affordable housing policies and regulations including length of deed restrictions

11. Explore and expand funding sources to expand workforce housing in Monroe County

### C. Stakeholder Ideas and Perspectives on Workforce Housing Matrix

The Stakeholder Assessment sought to identify how different stakeholder perspectives viewed the challenges of workforce housing facing Monroe County and its residents. The over 60 issues and ideas identified and summarized from the many interviews and meetings, help to shed light on the complexity of the issues and on the healthy diversity of views on how to best address the challenges. The assessment interviews were conducted with the understanding that the themes and ideas identified would be shared with the Commission and inform any committee that would engage in subsequent consensus building on workforce housing solutions. It was also understood that individual views would not be attributed but related perspectives would be summarized.

Workforce housing ideas and issues identified in the Assessment from different perspectives and included issues displayed in the matrix below in the following nine categories:

1. Overall *(12 Issues/Ideas)*
2. Workforce Housing Funding *(7 Issues/Ideas)*
3. Workforce Housing Planning, Zoning & Enforcement *(13 Issues/Ideas)*
4. Workforce Housing & Transportation *(4 Issues/Ideas)*
5. Workforce Housing & Site Identification *(3 Issues/Ideas)*
6. Workforce Housing Construction *(4 Issues/Ideas)*
7. Workforce Housing- Preserve Existing *(7 Issues/Ideas)*
8. Workforce Housing & the Education Sector *(2 Issues/Ideas)*
9. Workforce Housing & Related Issues *(6 Issues/Ideas)*

| ISSUES/IDEAS | | STAKEHOLDER PERSPECTIVES (✔=*Noted as issue/idea in the interviews*) | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | *County* | *City* | *State* | *Education* | *Development* | *Lodging/Hospitality Tourism* | *Business* | *Non-Profit* | *Military* |
| **OVERALL** | | | | | | | | | |
| 1. No single solution, menu of options | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ |
| 2. Build on work to date (studies, task forces, etc.) | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ |
| 3. Target different levels of workforce to provide WH | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ |
| 4. Engage private and public sector employers in finding WH solutions | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ |
| 5. Political will to implement solutions | ✔ | ✔ | | ✔ | ✔ | ✔ | ✔ | ✔ | |
| 6. Focus on rental housing | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ |
| 7. Addressing NIMBY and workforce housing | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | |
| 8. Encourage public private partnerships for WH | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | |
| 9. Encourage WH affordability and livability | ✔ | ✔ | ✔ | | ✔ | | | ✔ | |
| 10. Support living wages in the Keys | | | | | | | | ✔ | |
| 11. Expand the Keys economy beyond tourism | ✔ | | | | | | ✔ | ✔ | |
| 12. Address negative impacts on Keys communities of transient workforce | ✔ | | | | | | | ✔ | |
| 13. Collect data on WH provided by hoteliers | ✔ | ✔ | | | | ✔ | ✔ | | |

| ISSUES/IDEAS | STAKEHOLDER PERSPECTIVES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | *County* | *City* | *State* | *Education* | *Development* | *Lodging/Hospitality Tourism* | *Business* | *Non-Profit* | *Military* |
| **WORKFORCE HOUSING FUNDING** | | | | | | | | | |
| 14. Workforce housing site identification and audit | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ |
| 15. Changing the Tourist Development Council (TDC) law to allow those dollars to be used for affordable housing development. | ✔ | ✔ | ✔ | | | | | ✔ | |
| 16. Remedy Sadowski Trust Fund donor inequity | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ |
| 17. Land Authority funds for workforce housing construction | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | |
| 18. Dedicated local funding for workforce housing | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | |
| 19. Consider inclusionary WH fee | ✔ | ✔ | | | ✔ | | | ✔ | |
| 20. Address Air B&B and impact on bed tax revenue | | | | | | ✔ | | | |
| 21. Provide assistance to workforce renters (down payment/deposit) | | | | | | ✔ | ✔ | ✔ | |
| **WORKFORCE HOUSING- PLANNING, ZONING, ENFORCEMENT** | | | | | | | | | |
| 22. Create a County Workforce Housing Development Plan | ✔ | ✔ | | | | ✔ | ✔ | ✔ | |
| 23. Consider adjusting height restrictions for more WH | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | |
| 24. Allow increased density for WH | ✔ | ✔ | ✔ | | ✔ | ✔ | ✔ | ✔ | |
| 25. Tax Credit Property Management after 15 years | ✔ | ✔ | | | | | | ✔ | |
| 26. Encourage mixed use | ✔ | ✔ | | | ✔ | ✔ | ✔ | ✔ | |

| ISSUES/IDEAS | | STAKEHOLDER PERSPECTIVES | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | *County* | *City* | *State* | *Education* | *Development* | *Lodging/Hospitality Tourism* | *Business* | *Non-Profit* | *Military* |
| 27. Enforce Housing Codes | ✔ | ✔ | ✔ | | | | | | |
| 28. Explore "Micro Housing" | ✔ | | | | ✔ | | | ✔ | |
| 29. ROGO Allocations and Transfers, Fractional ROGO | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | |
| 30. ROGO Formula | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | |
| 31. Address redevelopment and WH | ✔ | ✔ | | | ✔ | ✔ | ✔ | | |
| 32. Encourage commercial construction of WH by reducing impact fee. | ✔ | ✔ | | | ✔ | ✔ | ✔ | ✔ | |
| 33. Explore the role of live-aboard boats in WH | ✔ | ✔ | | | ✔ | | | | |
| 34. Encourage hospitality industry to build WH | ✔ | ✔ | ✔ | ✔ | | ✔ | | ✔ | |
| 35. Document and collect data on the hotelier's efforts to provide workforce housing | ✔ | ✔ | | | | ✔ | | | |
| **WORKFORCE HOUSING & TRANSPORTATION** | | | | | | | | | |
| 36. Increase highway capacity to adjust ROGO evacuation formula | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | |
| 37. Address related issues-Transportation options for employees | ✔ | ✔ | | ✔ | ✔ | ✔ | ✔ | ✔ | |
| 38. Address transit issues in the upper Keys | ✔ | ✔ | | | | ✔ | ✔ | | |
| 39. Address & improve transit issues in the lower Keys | ✔ | ✔ | | | | ✔ | ✔ | ✔ | |
| **WORKFORCE HOUSING & SITE IDENTIFICATION** | | | | | | | | | |
| 40. Re-purpose land owned by local government for WH | | | | | ✔ | ✔ | ✔ | ✔ | |
| 41. Focus all 3-tier properties on WH | | ✔ | | | | | | | |

| ISSUES/IDEAS | STAKEHOLDER PERSPECTIVES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | *County* | *City* | *State* | *Education* | *Development* | *Lodging/Hospitality Tourism* | *Business* | *Non-Profit* | *Military* |
| 42. Audit Local Government owned public lands for WH | ✔ | ✔ | ✔ | | ✔ | ✔ | | | |
| **WORKFORCE HOUSING – CONSTRUCTION** | | | | | | | | | |
| 43. Waive building fees for WH | ✔ | ✔ | | | ✔ | | | ✔ | |
| 44. Buy down interest rates for WH projects | | | | | ✔ | ✔ | | | |
| 45. Cut taxing rates on WH | | | | | ✔ | | | | |
| 46. Commercial properties for WH-tax and insurance breaks | | | | | ✔ | ✔ | ✔ | | |
| **WORKFORCE HOUSING – PRESERVE EXISTING WH** | | | | | | | | | |
| 47. Preserve/maintain affordable units | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ |
| 48. Address "lost" AH/WH units | | | ✔ | | | | | ✔ | |
| 49. Revisit land trusts as a tool | ✔ | ✔ | | | | | | ✔ | |
| 50. Provide for "no net loss" of affordable & WH in County housing element | ✔ | ✔ | | | | | | | |
| 51. Adopt a "lease form" for local governments owning underlying land for WH | ✔ | ✔ | ✔ | | ✔ | | | ✔ | |
| 52. Address loss of deed restrictions for AH | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | |
| 53. Address RV/Trailer Parks as WH and conversion issues | ✔ | ✔ | ✔ | | ✔ | ✔ | ✔ | ✔ | |
| **WORKFORCE HOUSING – EDUCATION** | | | | | | | | | |
| 54. Engage the school system as largest employer in WH | ✔ | ✔ | | ✔ | | | | | |
| 55. Improve teacher housing needs data collection | | | | ✔ | | | | | |

| ISSUES/IDEAS | STAKEHOLDER PERSPECTIVES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | *County* | *City* | *State* | *Education* | *Development* | *Lodging/Hospitality Tourism* | *Business* | *Non-Profit* | *Military* |
| **WORKFORCE HOUSING – RELATED ISSUES** | | | | | | | | | |
| 56. Address related issues insurance costs- wind | ✔ | ✔ | | ✔ | ✔ | ✔ | ✔ | ✔ | |
| 57. Address 2018 FEMA flood insurance issues. | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | ✔ | |
| 58. Address related issues- Daycare | ✔ | | | | | | | ✔ | |
| 59. Homelessness & Workforce Housing | ✔ | ✔ | | | | ✔ | ✔ | ✔ | |
| 60. Protect military buffer areas | | | ✔ | | | | | | ✔ |
| 61. Address "food security" and WIT | | | | | | | | ✔ | |

## D. Stakeholder Ideas and Perspectives on Workforce Housing

Over 75 persons participated in the interviews and meetings and identified a range of workforce housing issues. Below is a compilation summary of the input received from individuals representing different sectors (public, private and non-profit) and residing in different parts of Monroe County.

### 1. County Government- Ideas and Perspectives

**Build on affordable housing work to date**

- We need to understand and build on what's been learned from various task forces and studies and apply to the current workforce housing situation in the Keys. Review what incentives are in ordinances and how have they worked. How do we retool to work better. What about inclusionary zoning? What about density bonuses and density waivers? What they are how they work. How to retool to work better. What doesn't work.
- Come up to speed on what was done previously so we know where things were when walked away.

**No silver bullet, no easy fix**

- We need a balanced menu of options. Acknowledge the broad range of different of solution and levels of housing.
- There is no easy fix, no one way to handle this problem.

**Workforce Housing Shortages**

- We are short over 6000 units and under ROGO we will get 700 over the next 10 years. That does not come close to solving the problem.
- The Affordable Housing Committee should focus initially on workforce.
- We are short 6,800 units of work- force housing. This is a crisis and housing is the most expensive item on the County's list.
- Housing affordability in the Keys includes insurance, the cost of food and the cost of daycare as well as housing.

**Rental workforce housing focus**

- Our most critical need is in lower income and service ranges and we should focus especially on rentals for this segment of the workforce.
- 98% of the residents of county-run public housing is workforce housing for working individuals (with the exception of the elderly and disabled). Rent is capped to 30% of household income and the remaining amount is subsidized.

**Windstorm and Flood Insurance Rates**

- The current windstorm and flood insurance situation is huge affecting all residents not just lower income.
- If you can't pay cash, you need insurance to secure a bank loan.
- FIRM- Fair insurance rates for Monroe- is engaged in grass roots advocacy work.
- The Federally subsidized program flood insurance program was amended and will set a new basis for Florida insurance rates, setting the stage for immediate dramatic increases flood insurance rates for both residential and commercial properties.

**County growth management and affordable housing.**

- Should affordable housing be part of the County growth management function

which is built more to slow growth or placed elsewhere with good staff support to allow it to be more active in identifying parcels and developers in getting the job done?

**Empower and support the Affordable Housing Committee**

- The Committee needs to consider a menu of recommended consensus workforce housing solutions as a package for the County Commission to consider and implement.

**Protect and support the Committee's affordable housing staff.**

- In the past considering the complex incentives and transactions for developers to build affordable housing has opened staff to attack by those opposing development in general. It has been a very public and vitriolic situation where staff have been personally attacked.

**Site Identification.**

- We should identify every piece of county property that is vacant, demolished, big enough for affordable housing and zoned properly.

**Preserve and maintain affordable units.**

- We've lost some affordable housing that was bought at low rates and sold at market rate and restrictions were ignored. We have to pay attention so games are not played with this and we lose these units.

**Mixed Use.**

- We should encourage this but it has not caught on except in Key West.
- We should explore mixed use and mixed income levels vs. low income property projects makes for better self policing and safer and more livable communities.
- The only exception to this is tax credit properties where everyone is low income with no one is over 60% AMI.

**Address Management on Tax Credit Properties after 15 years.**

- For the first 15 years, the developer is liable and responsible to maintain the tax credits and the housing. After the 15th year property management tends to deteriorate as less cash is devoted to upkeep.

**Consider allowing Land Authority bed tax funds for construction.**

- Currently they can only use the funding for land acquisition.
- Consider changing the Tourist Development Council (TDC) law to allow those dollars to be used for affordable housing development.

**Height Restrictions.**

- Should be open to relaxing this where this could produce more workforce housing.
- Consider handling this on a site specific basis.
- There are areas in town where building higher would not block views. The City of Key West would have the capacity to implement this although it would first have to be approved by referendum.

**Explore Micro Housing.**

- This is being implemented in cities such as New York. It might be applied in cities in the Keys to cut down on the commute time.
- Note that 1–bedroom units are the shortest in supply for the public housing and tend to be occupied longer, usually by elderly and disabled.

**Enforce Housing Codes.**

- Enforce housing codes in terms of illegal multiple occupancy.

**ROGO**

- ROGO allocation system for permits early on effectively eliminated affordable housing construction. Three things need to come together for successful workforce housing: funding, available land and allocations. However these have not coincided. Years ago funding was available but land and allocation were not.

**Hospitality Industry and Workforce Housing.**

- The industry should step up and participate in efforts to provide more affordable workforce housing. Some are, others should.
- Some wonder why County taxes would be used to subsidize the hotels' workforce housing. Hotels should do more.
- We should collect data on what hoteliers are doing in providing workforce housing for their employees.

**Local Dedicated Funding Source.**

- We need a local dedicated funding source (sales tax, "sin" tax, etc.) that can support the construction of workforce housing not just land acquisition.

**Address Sadowski Trust Fund Donor Inequity.**

- Monroe County contributes 60% and gets back 8%. This should be addressed when funding resumes.

**Address NIMBY**

- Historically there has been community reactions to the old low income projects. This may continue to be an issue.

**Related Affordability Issues**

- Insurance and Day Care can figure in challenges for workers in terms of costs on tight family budgets.
- Many work 2-3 service jobs to be able to afford housing and other costs such as food.
- The "situationally" homeless are part of the workforce housing puzzle in Monroe County.

**Hurricanes and Workforce Housing.**

- In the last hurricanes in the Keys transportation from Miami stopped and restaurant and lodging businesses in the Upper Keys had to shut their doors for lack of employees.

## 2. Municipal Government- Ideas and Perspectives

**Target the Levels of Workforce to Serve**

- We need to define more clearly what kind(s) of workforce housing we want for the community. Hourly wage earners may always be renters in the Florida Keys. There is a shortage of decent, reasonably priced, available housing, especially one-bedroom rentals.

**Engage Employers**

- We need the businesses in Monroe County with the different types of employees (hourly, salaried) to be at the table and part of the solution. Hotels have the highest occupancy rate and the most profits of any place in the country. They have begun to help with workforce housing and they should continue to do

more.

**Vacation rentals**

- We need to address this challenging issue and its impact on workforce housing in the current marketplace.

**Height restrictions**

- Ease height restrictions where there aren't view issues to allow for more workforce housing.

**Mixed use.**

- Seek more mixed uses with the school board and other public properties.

**Land Acquisition**

- Focus land acquisition on workforce housing properties.

**Focus on Redevelopment**

- Key West is nearing build out and most construction is redevelopment and remodeling.

**Loss of Deed Restrictions**

- Address and audit the Loss of Deed Restrictions. ("Of the total 1,089 affordable units, 223 are expected to have their deed restrictions expire, or have expired by the end of 2015." *(See Appendix #6).*

**"No net loss" of existing workforce housing**

- Amend the Comprehensive Plan's housing element so that future development will result in "no net loss" of existing workforce/affordable rental housing for households earning 80% or less than the area mean income.

**High land values limit tax credit funded affordable units**

- Difficult to both finance and construct units at any level except at the 60% of median through heavily subsidized tax credit funding. Lack of reasonably priced land has meant few of these projects have been built.
- In the City of Key West, its annual allocation of 91 affordable housing BPAS units.

**Re-purpose land owned by local government**

- Land owned by the county should be re-purposed for affordable and workforce housing.

**Consider additional funding sources**

- A tax on every alcoholic beverage sold or a 1% real estate transfer tax could generate funding for workforce housing. Relying upon the Land Authority funds won't be enough.

**Development Plan and Funding for Workforce Housing**

- We need to figure out how to put the land authority/Housing Authority and bed tax money together and form development plan for affordable housing.

**ROGO AH Allocations**

- Each year in City of Key West there are 90 affordable housing ROGO allocations with the City able to borrow up to 10 years ahead to create more affordable housing.
- Focus all tier-3 properties on workforce housing if it doesn't raise a property rights issue.

**Adopt lease form**

- Cities should consider adopting a lease form with the public sector owning the

underlying land.

**Support non-profits and their work on affordable and workforce housing**

- Provide funding for nonprofit affordable housing entities.

3. **State Government- Ideas and Perspectives**

**FFHC Set Aside for Monroe County**

- Work to preserve the Monroe County set aside Florida Finance Housing Corporation competitive applications for affordable housing tax credit

**Sadowski Fund**

- Sadowski Fund affordable housing funding has not been available for affordable housing since 2006. Work to bring that funding back.

**Tourist Development Tax and Workforce Housing**

- Tourist Development Tax should support the building of workforce housing. Funds go to the Monroe County Land Authority ($4 million) and Key West ($8 million).
- Consider changing the tourism bed tax statute to allow for supporting the construction of workforce housing.

**Combination of Issues**

- In the Keys need to consider four factors: hurricane evacuation; environmental protection of land and species; affordable housing; and water supply.
- During the economic downturn there was less interest in building AH.

**Rising Rents**

- Rising rents represent a big challenge for workforce housing and strategies to address this should be considered.

**NIMBY issues and Workforce Housing**

- Monroe County needs to address the NIMBY issue that is a barrier to workforce housing.

**Protect Navy Noise and Crash Zone but look for workforce housing opportunities**

- Work with the Navy to protect noise and crash zones while looking for opportunities to build workforce housing.

**Support Deed Restrictions**

- Support the use of 99 year leases for $1- Affordable forever.
- Assess current state of enforcement of deed restricted land and work to extend leases to 99 years.

**Identify and Aggregate Workforce Housing Parcels**

- More could be done to identify parcels of land and aggregate them and analyze opportunities for workforce housing on surplus lands.
- There may be opportunities for duplexes and quadaplexes on scarified small lots for rental units.

**Height Restrictions**

- Consider relaxing height restrictions especially in the center of the islands with existing tall buildings. This would provide additional workforce housing

**FEMA Flood Maps**

- Address the impacts of the new FEMA flood maps on Monroe County and workforce housing.

**Homeless**

- Homeless are an important issue to address in a tourist economy. How many of the homeless are there because of lack of affordable housing in the Keys?

**ROGO System**

- ROGO system has evolved and the modeling is scientifically and statistically defensible in terms of hurricane evacuation time.
- There are affordable housing ROGOs that have not been used.
- The most recent annual travel study that shows how long takes to get over the 22 segments of the U.S. 1 highway, indicates a segment starting to fail in Islamorada.

**Engage the Hotel and Hospitality Industry**

- Hoteliers should be more engaged in the workforce housing discussion. Convened a recent meeting for hoteliers in Islamorada to discuss this issue and only 3 came.

**Enforcement of Housing Ordinances**

- Need to address and enforce the ordinances regarding unlawful modifications of homes and overcrowding of residences.

**Mobile Homes and RV Parks and Workforce Housing**

- Need to address the question of the role of mobile/RV parks in supplying workforce housing and the impact of conversions of these parks on availability of affordable housing.

4. **Education Sector Ideas and Perspectives**

**Target the kind of housing needed**

- Education has the same levels of workforce housing needs as other sectors.
- Have to focus on the target population in terms of addressing gaps in workforce housing, e.g. Teachers, support and administrative staff, service industry workers, etc.

**Partnerships for workforce housing**

- Interested and exploring partnerships for workforce housing development on school board owned property.

**Recruitment and Retention**

- Recruiting and retaining teachers and professors in the Keys is a very challenging problem due to the relatively high cost of housing.
- Retention continues to be a problem and accessible and affordable workforce housing is part of it. There is a huge organizational cost to retrain.

**Student Enrollment Stable**

- The current context in terms of student enrollment is stable but not increasing, having decreased during the economic downturn.

**Single vs. Family Teachers**

- "We have lot of young employees with over 70 new teachers." Young single teachers may rent space with roommate(s), but teachers with family is another matter as there is very little family friendly workforce housing.
- Many teachers in Upper Keys commute to Miami Dade vs. secure housing in

Monroe County.

- In Key West and the lower keys, the property values are the highest and present a challenge for young teachers and teachers with families.

**Involve the Public School System at the Workforce Housing Table**

- Since the Public School system one of the larger employers in the County in terms of teachers, support and administrative staff, there should be place at a workforce housing table for this perspective.

**Increasing reliability of teacher housing needs data**

- The School system is working on improving the reliability of their data and its collection related to employee housing needs.

**Public private partnerships**

- Encourage and support public private partnerships as part of the workforce housing solution.

## 5. Development Stakeholder Ideas and Perspectives

**Development Constraints**

- The critical areas of state concern and environmental issues constrain the available land for workforce housing.
- The cost of labor and insurance is climbing so incentives for workforce housing will be an important stimulus.

**Authorize Land Authority to Build Workforce Housing**

- Fund the Monroe County Housing Authority or other similar successful organizations to build workforce housing.

**Convert public land for workforce housing**

- The school board and the city may have large tracts that can be converted for workforce housing.
- Need to use infrastructure $$ making land improvements for property we should own- RFPs for developers.

**Tax credit housing and workforce**

- Meridian West- 102 units for very low income. It has the lowest turnover of any very low-income housing project in Florida with 3 bedroom apartment renting for around $1100. The very low and low income are the best served in terms of affordable housing of the workforce population. Workforce housing is where the gaps are.

**Livability and Affordability**

- Tax credit developers- Designed for good purpose but because of bureaucratic overhead, can only do large scale projects that may look out of place and unattractive to the people living in and nearby the units/development.
- Livability ideas are secondary with landscaping and signage not given a high priority. Need to consider "livability" not just tax credits and affordability when building workforce housing.
- Scale is an issue here with smaller projects there is a greater chance of empowering residents to maintain their homes. The larger projects have ongoing maintenance and management costs

**Address Spectrum of Workers and Housing Needs**

- Have to clarify what workers want and need in terms of housing. What is the real need? Employees from Eastern Europe- Hawks Cay- Vast majority of employees- 6 months at a time. Is sharing an apartment for these workers a bad idea?
- What portion of staff/employers made up of transient migrant workers? What are their needs? How many are working in City of Key West and where can their housing needs be best addressed? What role might dormitories play?

**Incentives for smaller unit projects**

- Consider providing incentives for more smaller unit projects that will be more livable. The tax credit resource funding for this doesn't practically work below 20-25 units because of costs.
- Provide incentives for small apartment complexes, not big units, e.g. develop 10-20 units with multiple occupancy.
- They can be nicely done dorm style with shared kitchen consistent with character, built to code and also preserve green space.

**Hotels re-openings and workforce housing impacts**

- May not be new hotels coming on but those that were shut down are reopening. We need to be careful about what that means in terms of housing demand. There may not be growth in the population going forward.

**Workforce Housing and Live Aboard Boats**

- What are the City of Key West statistics on Mooring Fields. There may be more than 120 boats in mooring fields providing affordable housing. How many boats are there for a short or longer time? How many are providing workforce housing? What is the quality?

**Addressing Trailer and RV Parks as Workforce Housing**

- What role do existing trailer and RV parks play in affordable workforce housing in Monroe County?
- What has been the enforcement experience with the 30% rule in converting trailer parks in the County?

**Waive building permit fees**

- Have local governments waive building permit fees for affordable and workforce housing projects.

**Political will**

- Is there the political will to implement workforce housing solutions?
- There has been at times, for example the last Workforce Housing Task Force in 2007 had some of it recommendation implemented.

**Encourage mixed use**

- We should be encouraging mixed use in central areas throughout the Keys.

**Consider greater use of an inclusionary affordable housing fee**

- The County should set a fee for inclusionary housing such as the $40,000 per inclusionary housing credit that Marathon is proposing. This fee would be paid to the Monroe County Housing Authority in an affordable housing trust fund to be distributed to those who actually build affordable housing. This would create a subsidy paid from new market rate or transient (hotel) projects to be distributed to those who actually build the affordable housing.

- To assure the housing is built and completed, the subsidy would not be funded until the certificates of occupancy for the affordable housing are issued.
- This type of commitment would incentivize those who are willing to build affordable housing, and the funds would come from those building the projects that require inclusionary housing without the market rate developer from having to use some of his/her market rate allocations on affordable housing.
- All transient unit development and re-development should require inclusionary affordable housing ordinance, or impact fee assessment.

**Increase density and height**

- With limited lands on which to build affordable housing, increase the density and height (e.g. 40 feet vs. 35 feet) for affordable housing to make this feasible.
- Increased density in appropriate zoning districts within commercial areas to facilitate workforce housing.
- Increase height in appropriate areas.
- Build up! Build new! Much of the KWHA properties are old, ugly, small and inefficiently sparse. Density needs to increase.

**Increase the capacity of highways**

- To increase ROGO allocation work together to secure funding to increase the capacity of highways.

**Review city and county owned lands for use as workforce housing**

- Identify all city and county owned lands for workforce housing that do not present environmental issues and utilize for workforce housing.

**Develop a workforce housing 10-year strategic plan.**

- Look for early successes in the first 3-5 years in adjusting regulations. Set a goal of cutting the gap in workforce housing by 50%.
- The approach to "renter vs. ownership" should be "both/and."

**Address the 2018 FEMA changes**

- We need to prepare in required elevations (AE 7 becomes 9) and 60% of houses will be in jeopardy making them harder to resale or rebuild.

**Surplus land**

- The County and Cities should inventory surplus land and identify land that can be used for workforce housing.
- Lift the cap on the number of credits, keep construction costs per unit low ($25,000)
- Consider additional sales subsidy to help deals that are short.

**Identify and Aggregate Parcels of Public Land**

- County and the Cities haven't done enough to identify parcels of land and aggregate them. We need to do more surplus land analysis.

**Additional density for workforce housing**

- We have to be creative. We should consider giving additional density to developers who are constructing a workforce community/development with a couple market rate units.

**Add commercial development and redevelopment**

- Based on employees and square feet (use industry standards and sales tax codes) for an impact fee assessment.

**ROGO Transfers**

- Implement a ROGO transfer ordinance whereby a market rate unit may be dislodged if an affordable unit replaces the dislodged market rate.
- Issue no market rate ROGO units for multi-unit development projects, instead, issue "affordables" and require developers to take the affordable units and deed restrict existing market rate properties and then dislodge the market rate for use elsewhere as their market rates.

**Buy Down Interest Rates for Workforce Housing Projects**

- Use land authority money or impact fees to buy down interest rates for development costs for work force housing projects.

**Cut Taxing Rates on Workforce Housing**

- Legislation to cut taxing rates on affordable and workforce housing.

**Commercial Properties for Workforce Housing**

- Give commercial properties that are used for workforce housing rental the same tax and insurance (flood) breaks as primary homestead properties.

## 6. Lodging, Hospitality and Tourist Development-- Ideas and Perspectives

**The Hospitality Economy**

- Hospitality represents 80% of the economic activity in the Keys. Its workforce is very transient and generally looking to rent not purchase.

**Lodging Industry and Workforce Housing**

- Lodging industry may be only industry in the Keys that is trying to address workforce housing for new properties. For example the Westin in Key West has 75 units set aside housing 105 people from managers to cooks.

**Marketing and the Keys**

- Focusing on creating a year round destination with success in Key West. Spreading the marketing effort out over the year to increase visits and occupancy in the off season and slow season. Colorado recently decided it had marketed sufficiently and moved to disband their statewide marketing effort. The next season resulted in a big drop in tourism. Tourism remains the key part of the Key's economy.

**Importance of continuing to market the Keys**

- Colorado experience in cutting budget for statewide marketing led to big drop in the tourism economy.

**Environmental Land Acquisition vs. Affordable Housing**

- With the years in which funding was put towards environmentally land acquisition, relatively little was invested affordable housing. What is a smart split between the 2 purposes?

**Transportation and the Keys.**

- The transit service from Miami-Dade to Marathon and north in the Upper Keys is currently funded by the Dade County local transit ½ penny, state and federal dollars but no Monroe County support for the transit service.
- As job opportunities grow in Miami Dade, what impact will this have on the supply of lodging industry and related tourist industry employees in the Upper Keys? "Getting on bus at Walmart in Florida City to go south for work, the

question for workers is How available is work, where and how much does it pay."

- Homestead and Florida City provide high densities of immigrant populations which housing in Monroe County does not offer.
- Hotels in the Upper Keys are interested in working with Monroe and Dade Counties in finding a solution to sustaining and improving the transit service that provides lodging and hospitality works from Marathon and north. Some hotels are supplementing the bus routes with their own busses.
- We need better transit in the lower Keys to support the workforce transportation needs.
- Better public transportation in the lower keys. Reliability and cost of public transportation options to deal with fact that more affordable housing is further away from jobs.
- Need reliable transit from workforce housing to work especially with parking issues in Key West. Alternatives such as biking and scooters are not practical given weather. Consider using smaller and more transit vehicles in the Key West area.

**Employee turnover**

- Person dependent industries cannot outsource jobs. Need to find ways to reduce employee turnover which often relates to housing/rental costs.

**Vacation rentals and Preserving Affordable Units**

- This is a large problem throughout the Keys impacting the supply of workforce housing. However it may be that many are above the workforce housing price range.
- More important than building new workforce housing is how can we maintain what is affordable for the median income workers. During the downturn property values went down while rentals went up. Workforce housing is primarily the rental housing market. Consider whether there might be restrictions or new regulations creating some disincentives for converting units to vacation rentals.

**Online Vacation Rentals Marketplace**

- Address the online market place for vacation rentals that connects users with property to rent with users looking to rent the space(e.g. AirBnB) and its impact on bed tax revenue
- Also, related to this is the new addition of Air B&B and lack of regulation and enforcement. This raises safety issues as well as the "free ride" by not paying the bed tax. It may be much easier to rent through this approach than to a workforce tenant.

**Help Workforce Renters**

- Consider providing down payment/deposit assistance.

**Hospitality Industry Data**

- Hotels have been reluctant to share data on workforce housing as some is tied to employment contracts and privacy concerns.

**Disseminating Workforce Housing Information**

- We need more effective affordable housing information that is available to workers.

**Height restrictions**

- Can build more rental units on both 2nd and 3rd floors with first floor commercial in the lower Keys if the height restrictions are eased. For example consider strip malls with the upper level dedicated to housing.

**Public Property**

- County and Cities may be the biggest land owners and should identify public property with buildings that might be torn down to build housing.

**Balance environmentally land acquisition with affordable housing**

- investment. Historically, nothing or little has been allocated towards AH effort. What is a smart split between the 2 purposes.

**NIMBYism** ("Not in my back yard")

- Lodging industry did general marketing efforts focusing on nurses and police and workforce housing which helped. However, there continues to be a lack of creating new workforce housing.
- Give Land Authority the ability to devote some of the bed tax funding to purchase workforce housing.

**Retention and the High Cost of Housing**

- Tourist Development Council data shows that 94% of those leaving the County are leaving because of high cost of living and housing.

**Rents going up**

- While land values dropped down during the recession, rentals went up as many owners faced with increases in wind storm and flood insurance and property taxes passed these on to tourism workers.

## 7. Business Sector including Real Estate

**Island economy and community**

- Housing has always presented a dilemma and changes in an island community and economy. 100 years ago the cigar manufacturers had to address this.
- We have a dynamically changing environment with a finite piece of real estate and nothing else to fall back on. Over the past 15 years, credit should be given for successfully putting together affordable housing units in the face of regulatory and NIMBY hurdles, but we are still far short of bridging the gap and meeting the demand.
- "Checks and land" can solve the workforce housing problem.

**Clarify our workforce targets for housing**

- It is not clear what kind of workforce and housing are we seeking to provide? Hotel, motel, restaurant or managers- each with a different set of problems.
- We don't know anymore what the community needs. Do we need single residential occupancy for 500 guest workers in Key West? Probably not.
- We may not have an analytical feel for what we need in terms of workforce housing throughout the Keys.

**Impact on community of transient workforce**

- What are we doing to the cultural makeup of the community with a transient workforce? Children grow up and move to less expensive places instead of making Monroe County their home.

- Biggest concern is the character and flavor of Monroe county may be going away and losing our foundation. The next generation shrinking.

**Wind and flood insurance**

- Rising insurance costs are compounding the housing problem- driving rents up beyond affordability.

**Political will**

- We will need the political will to make changes to bridge the gap of workforce housing
- Previous Task Forces on affordable housing have been very difficult and challenging to serve on in terms of pleasing the elected leaders and citizens.
- Do we have the political will to continue grappling with this problem and implementing solutions? Is the problem only a shortage of affordable units suitable for workforce housing?
- We have opportunities but do we have the political will to get this done? There's too much, "I've got mine," in the community. How many of our elected leaders works or owns a business?

**Land trusts as a tool**

- The Bahama Land Trust debacle has made serious discussion of land trusts as part of the tool kit very difficult.

**Prioritize units over "money in lieu of"**

- Is it even possible to prevent gentrification on island that is 2X3 square miles? Don't look for $$ in lieu of as we need units.

**Hold off major changes to workforce housing pending the Affordable Housing Committee's work**

- The County appears to be getting ready to change income limitations to target working households at the middle level. Hold off implementing changes until we have reinstituted and charged the Affordable Housing Committee.

**Permit Bed Tax to support purchase/building of workforce housing**

- Change the law to allow purchase and building of workforce housing. Put it where people can get to work.

## 8. Non-Profit Sector Ideas and Perspectives

**Living wages**

- Affordable housing programs for low income earners range from 80 to 140 % of AMI, yet real wages for career type workers are closer to 60% AMI.
- Employers in Monroe County are not expected to pay a living wage. The wealth created in our tourist economy depends upon low wage, high turnover, and low skill employees.

**Limited housing supply and investment wealth**

- The outside wealth that purchases a second home or invests in real estate in the Keys drives up the asking and selling prices for all properties where the dynamic of a limited supply of land and great wealth seeking investment churns on constantly. This dynamic is shared with other resort locations. The compromises workers make then is to work several jobs and/or to live in substandard housing or to leave.

- We need to get more citizens of Monroe County invested in the future of this place.

**ROGO and affordable housing**

- The measured gap between the number of units needed and the available ROGOs demonstrates the futility of trying to build our way out of the crisis. The negotiations with DEO provide affordable housing units for the next 20 years within the frame work of evacuation limits. These new affordable units are critical but will not solve the need.
- The operative assumption for allowing more density for certain types of affordable housing is that all of the types of ROGOs are not necessarily equal. Consider assigning a ROGO value of less than one unit for affordable homes less than 600 square feet or so. The Comprehensive Plan, the DEO, and evacuation models can be examined for alternative methods to allow more density for affordable units that are smaller.
- The second home owners who are not necessarily in residence during the hurricane evacuation season is an example of units counted against evacuation times where the actual impact may not exist. The number of homes that are vacant in Monroe County due to second home ownership has been noted in several studies
- The Area of State Critical Concern uses the dwelling unit as its basic unit of control. The management of and regulation of all home types will become critical to assessing evacuation time. Monroe County should audit all housing types and create an inventory detailing the status of each ROGO. Benefits from an audit would include identifying flood prone structures, uninhabitable units, illegal units, etc.
- Change ROGO to square footage.

**Affordable housing has not been protected**

- When government has granted greater densities or used inclusionary zoning it has not always registered, audited or tracked compliance to ensure the permanency of these precious units. Deed restrictions were not monitored.
- The temptation to convert affordable units into market rate units, rental or ownership, is too great and with little penalty or notice.

**Affordable housing "lost units"**

- The community has a strong common interest in protecting those affordable units it has lost after subsidizing or underwriting their creation. If the will were to exist, these "lost "units could be investigated and the current owner asked to revert them to affordable status. Liens and other mechanisms exist to "take" on the public's behalf what was not proper to convert in the first place.

**Redevelopment and inclusionary zoning**

- Inclusionary zoning as a government policy has been in place for new development. It is time to explore requiring affordable housing units from redevelopment projects.

**Lower and Middle Keys different workforce housing issues**

- The lower and middle keys have different issues and solutions from the upper keys where day labor bused in from the mainland can assist in the workforce. But the market dynamics are found in common through all of the keys.

**Funding inequity**

- A strong argument can be made to correct the inequity of the donor/recipient that exists, based on the $6 million a year that Monroe County gives to The Sadowski Housing Trust Fund every year compared to the pittance of $300,000 in SHIP funds returned this year and in the past.

**Transportation**

- Lack of transportation infrastructure makes workforce housing more problematic.

**New workforce housing partnerships needed**

- Many differing approaches in scope and scale will be required with various partnerships between government, private, for profit and nonprofit developers.

**Affordable yet substandard housing**

- Rental housing that costs less than $900 a month, regardless of size or condition, is termed affordable despite being unsafe or substandard or very small.

**Political will**

- The political will to make real changes in policies, incentives, regulations and to commit resources remains to be sustained.

**Don't repeat studies, focus on action**

- The comprehensive studies, recommendations and published works on the topic do not need to be repeated. The metrics of this problem are well known and documented. The dynamics and facts have changed little over the years: outside wealth creates seasonal homes that are not available; the profit generated from transient units puts pressure on dense mobile home and RV parks; tourist industry wages are low, turnover is high, landlords can rent substandard units due to high demand for any type of housing, etc.

**Other related issues**

- While workforce housing is the focus of the moment, there are important related issues of food insecurity, education, child care for employees are critical to the workforce housing discussion.
- While addressing workforce housing, we should address homelessness (and the growing youth % of this population) and help with the path back to working for families.
- Where will the employees of the new lodging establishments be housed?
- There has been a huge uptick in the demand at food pantries across the County and not just among homeless people but with working families still in homes. 47% of families countywide with kids under 18 are eligible for reduced lunch. Of this population, 46% are minorities. Lack of affordable workforce housing has led to food insecurity. If we didn't have a housing problem we wouldn't have a food security issue.
- Many elected leaders are not aware of the childcare challenges faced by those working and living in the Keys. Those who haven't raised family here are not aware of the lack of child care options and its impact on the work force.
- If we can't control housing costs for working families, all other costs such as childcare, food prices, etc. are related and compounded.

**Expand the Keys Economy.**

- We need to think outside the box and expand our efforts to build a future Keys

economy beyond tourism.

- We need all parts of the demographic in Monroe County.

## 9. Military Sector Ideas and Perspectives

**Recruitment and retention**

- Workforce housing affects the recruitment and retention. The housing set aside for the base workforce has a long wait list. Housing is the #1 issue for their civilian workforce. There is not a week where the Commander is not involved in a family housing issue.

**Communication and coordination**

- In terms of the Naval Air Station lines of communication and coordination have been improved with the Commander now the point of contact for coordination.

**Presence in the community**

- In terms of presence in Monroe County, there are roughly 1600 military (including Coast Guard), 1000 civilians and 400 contractors or about 3000 employees and about 5500 including families, spouses and dependents.

**Evacuation procedures**

- In terms of evacuation, the Commanding Officer implements the recommendations of the County Emergency Manager and will close the base and issue evacuation orders for military personnel. Civilian workers are urged to evacuate and are provided travel orders and funds to evacuate. The 550 RV units in the Naval Air Station campgrounds evacuated first.

**Need for buffer areas and workforce housing**

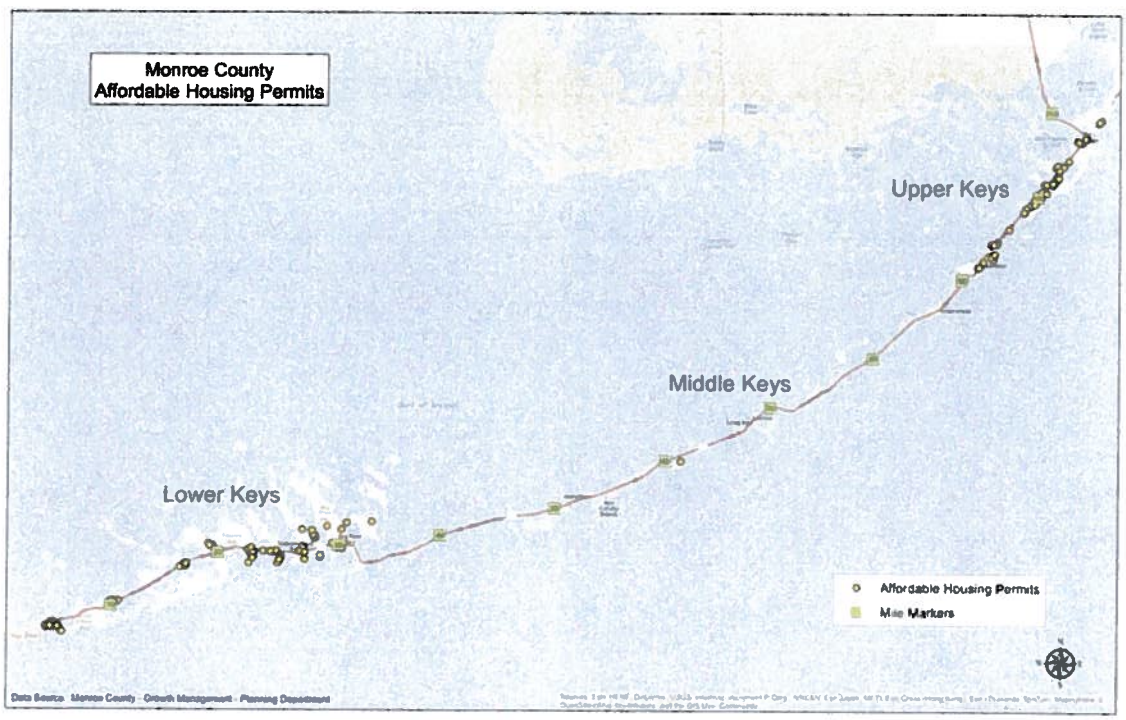
- In terms of searching for solutions to locating workforce housing in Key West, the Naval Air Station strives to protect public health and welfare and its mission by keeping buffer areas separate without housing in the high noise of unsafe areas surrounding the base.
- The Naval Air Station does not get directly involved in growth issues such as density and intensity unless it directly impacts the buffer areas. Only exception to this was their support for the widening of the 18-mile stretch of US 1.
- General concern with the impact of vacation rentals on the supply of workforce rental housing for the over 5,500 Base employees and their families, spouses and dependents.

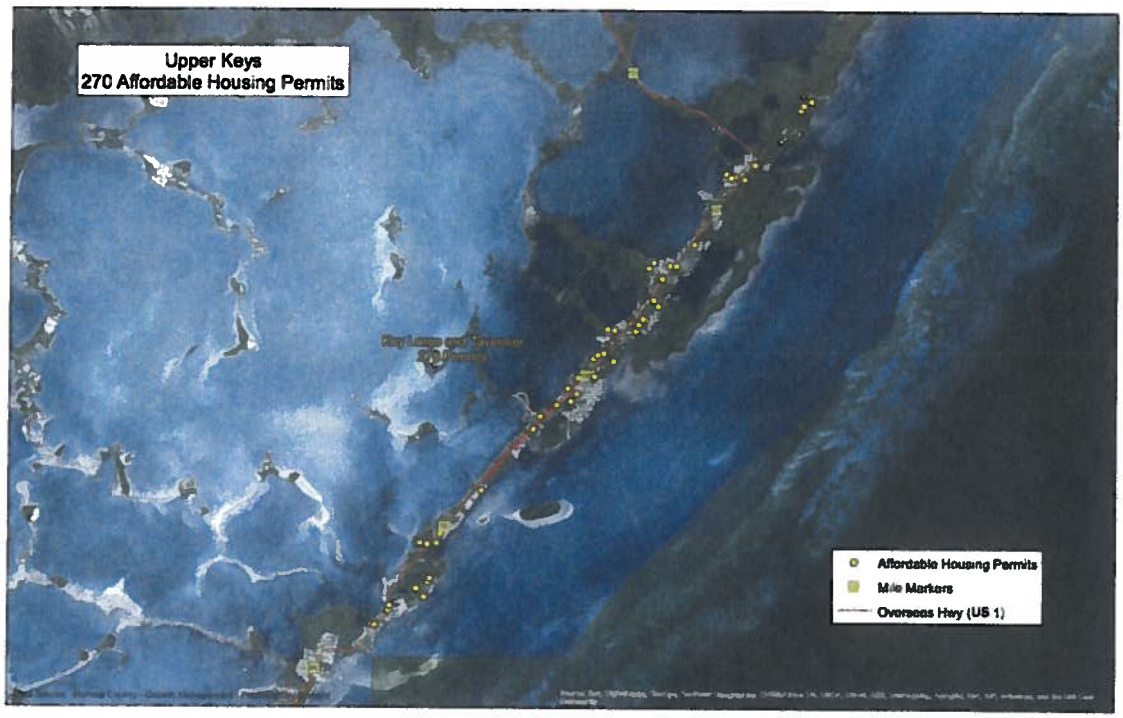
# IV. WORKFORCE HOUSING PROCESS- STAKEHOLDER PERSPECTIVES

## A. Information Needed to Inform Consensus Building on Workforce Housing

Monroe County staff has gathered a draft detailed baseline data that included an inventory of affordable and workforce housing projects completed over the past 2 decades in Monroe County, along with the public incentives that were made to assist in the housing development.
*( See:* http://consensus.fsu.edu/Workforce-Housing-Assessment/pdfs2/DRAFT_County_AFF_Housing_Developments_and_Incentives_v9-2.pdf

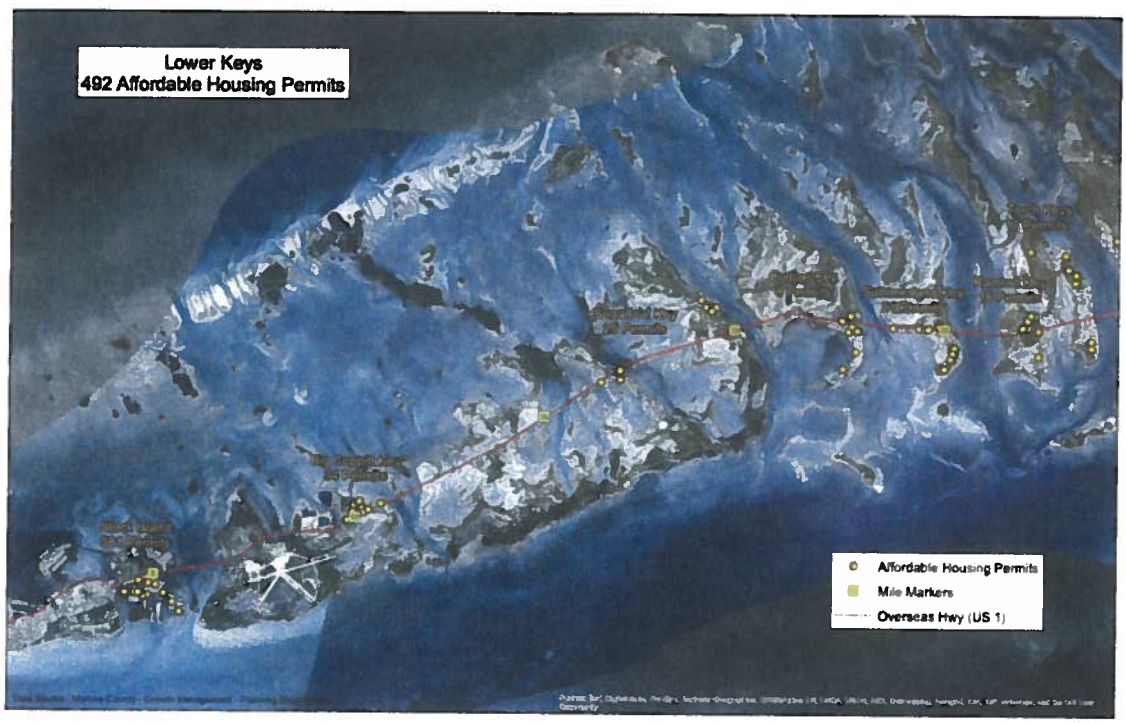
The maps that provide the locations of the developments included in the Table throughout Monroe County:




Upper Keys
270 Affordable Housing Permits
Affordable Housing Permits
Mile Markers
Overseas Hwy (US 1)

Duck Key
18 Affordable Housing Permits
Affordable Housing Permits
Mile Markers
Overseas Hwy (US 1)

Big Pine Key and No Name Key
16 Affordable Housing Permits
Affordable Housing Permits
Mile Markers
Overseas Hwy (US 1)


Lower Keys
492 Affordable Housing Permits
Affordable Housing Permits
Mile Markers
Overseas Hwy (US 1)

Staff also provided information on the ROGO system and annual allocations. Based on the affordable housing units that are in the Affordable and Workforce Housing Projects Table, the distribution of deed restricted affordable housing units is currently:

| **ROGO Subarea**[10] | **# Units** |
|---|---|
| Upper Keys | 343 |
| Lower Keys | 452 |
| Big Pine Key and No Name Key | 19 |
| **Total** | **814** |
| Now incorporated as Islamorada | 5 |
| Now incorporated as Marathon | 4 |
| **Total including those now incorporated** | **823** |

The balances of Affordable Housing Allocation[11] available as of Quarter 3 Year 23 (Jan. 13, 2015-April 13, 2015) are:

a. Big Pine/No Name Key Subarea affordable housing allocation breakdown into the two income categories are as follows: 1) very low, low, & median income *8 allocations* and 2) moderate income *8 allocations*; and
b. Unincorporated Monroe County excluding the Big Pine/No Name Key Subarea affordable housing allocation breakdown into the two income categories are as follows: 1) very low income, low income and median income *114 allocations* and 2) moderate *112 allocations*.

The additional affordable allocations by Subarea up through 2023 include 710 total including 20 to Big Pine Key/No Name Key Subarea and 690 available for countywide allocation except for Big Pine Key/No Name Key subarea

In the course of the assessment interviews and meetings, various studies and data sources

---

[10] The ROGO subareas are defined in Section 138-20 of the land development code as follows:
**Sec. 138-20. - General provisions.** (c) The ROGO allocation system shall apply within the unincorporated area of the county outside of the county mainland, and such area, for purposes hereof, has been divided into subareas as follows:
(1) Upper Keys: the unincorporated area of the county north of Tavernier Creek and corporate limits of the Village of Islamorada (approximately mile marker 90).
(2) Lower Keys: the unincorporated area of the county from the corporate limits of the Village of Islamorada (approximately mile marker 72) south to the corporate limits of the City of Key West at Cow Key Bridge on U.S. Highway 1 (approximately mile marker 4), excluding Big Pine Key and No Name Key.
(3) Big Pine Key and No Name Key: the islands of Big Pine Key and No Name Key within unincorporated the county.

[11] Monroe County Code Sec. 138-24. **Residential ROGO allocations……**
(1) Yearly residential ROGO allocation ratio. Each subarea shall have its number of market rate residential ROGO allocations available per ROGO year. Affordable ROGO allocations shall be available for countywide allocation except for Big Pine Key and No Name Key. The annual allocations for Big Pine Key and No Name Key shall be eight market rate and two affordable dwelling units.

were identified on best practices from other jurisdictions and ideas developed or considered but not implemented by previous affordable housing task forces. These background papers can be found at: http://consensus.fsu.edu/Workforce-Housing-Assessment/

### B. Workforce Housing Stakeholder Perspectives on the Process Going Forward

Among the range of stakeholders interviewed, all expressed the need for a focused and comprehensive county-wide workforce housing dialogue that involved those with a stake in the outcome. Many believed that such a committee should develop a package of consensus recommendations, informed by data and the range of stakeholder and public perspectives, that can provide for both short and longer term actions for the Board of County Commission's consideration. While some of those interviewed remained skeptical that there will be sufficient "political will" to implement the Committee's recommendations as has been the case in the past, many believed that this was an urgent and timely issue for the County to address in light of hotel redevelopment and the economic upturn.

As one stakeholder put it, "the re-establishing of the Affordable Housing Committee is a good step. Funding staff to work with it will be a measure of the commitment to effect real solutions. The mix of expertise, perspective and operating experience that the committee can bring to bear has great potential value. However, the community support and political will must be nurtured for difficult decisions on the demonstrated effective approaches of density, height and permanent protection and the mix of rentals and ownership."

In the Fall of 2014, following the initiation of this Assessment, the Commission re-appointed members to the existing Affordable Housing Advisory Committee and with the thought of convening and charging them with addressing workforce housing issues and providing the County Commission with its recommendations. The reconvened committee would review this assessment report and other data as it addressed its charge.

A workforce housing committee, ad hoc or otherwise, appointed and charged by the County Commission to address workforce housing issues in the Florida Keys was explored in the assessment interviews. A significant number of those interviewed applauded the County Commission's action in re-purposing the existing Affordable Housing Advisory Committee to focus, at least in the short term, on workforce housing. It was suggested that this approach could provide representation from each District in the County, offer workforce housing perspectives from the public, private and nonprofit sectors, and minimize confusion and any duplication of effort that an ad hoc workforce housing committee might create. It was also pointed out that this charge would be consistent with the Committee's current mission to address affordable housing opportunities in Monroe County for both "residents **and workforce**." *(emphasis added)*

A workforce housing committee, ad hoc or otherwise, appointed and charged by the County Commission to address workforce housing issues in the Florida Keys was explored in the assessment interviews. A significant number of those interviewed suggested the County Commission should consider utilizing and re-purposing the existing Affordable Housing

Advisory Committee to focus at least in the short term on workforce housing.[12] It was suggested that this would provide representation from each District in the County and minimize confusion and any duplication of effort that an ad hoc workforce housing committee might create in relation to the Affordable Housing Advisory Committee. It was also pointed out that this would be consistent with the Committee's current mission to address affordable housing opportunities in Monroe County. The Ordinance also provides that, "The advisory committee may perform additional responsibilities related to affordable housing at the request of the BOCC, including creating best management practices for the development of affordable housing in the community." [2-701(c)]

The Commission should review the current Committee appointments to ensure that a balance of workforce housing stakeholder perspectives are included in its membership. If the Commission charges the Affordable Housing Advisory Committee to develop consensus recommendations on workforce housing actions for consideration by the Monroe County BOCC, most stakeholders interviewed suggested there should be a sufficient range of stakeholder perspectives represented and participating in the consensus building. This would allow the Committee to develop informed workforce housing consensus findings and recommendations that stakeholders might support and the County Commission could act upon.[13]

There is a great deal of public and stakeholder interest in the workforce housing issues the Committee will take up. The membership requirements, as set forth in both Florida statute and the Monroe County Resolution, do not reference representation of the municipalities in the County, the military, the Monroe County School Board and perhaps other organizations impacted by workforce housing policies and programs and with a stake in contributing to solutions to improve the availability of workforce housing in the Florida Keys.[14]

The format for the Committee meetings should encourage constructive public and stakeholder input. The Commission might consider charging the Committee with establishing an engagement strategy to involve a broader range of stakeholders in their development of findings and recommendations. This might be accomplished through opportunities for public input during their own meetings, as well as through Committee sponsored advisory workgroups, joint workshops with municipal taskforces and city

---

[12] This would be consistent with their responsibility for developing every three years an affordable housing incentive recommendations report to the BOCC. The next triennial report will be due December 31 2017

[13] The Current membership includes the following 11 members: Sylvia Murphy, Monroe County BOCC, Expires 11/2015, Tim Root, District 1, Expires 11/2016, Heather Roberts, District 1, Expires 11/2016, James D. Cameron, District 2, Expires 11/2018, Randy Wall, District 2, Expires 11/2018, Warren Leamard, District 3, Expires 11/2016, Ken Naylor, District 3, Expires 11/2016, Hana Eskra, District 4, Expires 11/2018, Edwin Swift III, District 4, Expires 11/2018, William Wiatt, District 4, Expires 11/ 2016, Jim Saunders, District 5, Expires 11/2016 and Stephanie Scuderi District 5, Expires 11/2016.

[14] http://www.monroecounty-fl.gov/DocumentCenter/Home/View/695 The membership follows the requirements of Florida Statute 420.9076 and Monroe County Resolution 062-2009, and calls for representation from those involved in affordable housing in: the residential home building industry from both a business and labor perspective, the mortgage and banking industry, the real estate industry, an advocate for low income persons, a for profit and a not for profit provider of affordable housing, a representative of employers in the County and a member of the local planning, and a representative of essential services personnel.

commissions, workshops at key moments in the development of options and recommendations, online surveys and other techniques. *(See Appendix #7 for Advisory Group process recommendations).*

It was observed by many that an advisory committee developing recommendations on workforce housing will require dedicated staff, including legal and planning expertise, and facilitation support for the Committee to do its work expeditiously. This is because of the complexity of the charge, the intense public interest in the issue, the linkages with other issues and programs and activities in the public, private and non-profit sectors, and the desire for timely actions to address the current workforce housing challenges.

## V. WORKFORCE HOUSING IN MONROE COUNTY--NEXT STEPS

The Monroe County Board of County Commissioners should review this Assessment Report and charge the Affordable Housing Committee to focus its efforts in the coming year on workforce housing.

With a charge from the County Commission, the Committee should establish its procedures and approach and a schedule for meetings that would permit it to deliver back to the BOCC its workforce housing recommendations by mid-2016. The Committee should consider:

- Developing a shared vision of success;
- Jointly defining the workforce problems faced in the Florida Keys;
- Reviewing the range of issues and options identified in previous studies;
- Reviewing the experience and lessons learned with successful workforce housing projects developed in the Keys to date;
- Reviewing this Stakeholder Assessment Report; and
- Developing a package of consensus findings and recommended solutions for consideration by the Monroe County Board of County Commission.

This stakeholder assessment report confirms that there is wide agreement that Monroe County is facing a significant and growing workforce housing crisis with shortages for both affordable rental and ownership units. There is also agreement that no single strategy will solve this crisis. Instead the challenge ahead for Monroe County and municipalities and the range of stakeholders interested in workforce housing, is to craft a balanced package of targeted options that have been refined through discussion and debate and that can serve as a consensus framework for addressing and implementing solutions.

**Exhibit 6 to Staff Report**
**Key West White Paper**

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

**Date:** September 4, 2014

**To:** Jim Scholl, City Manager

**From:** Donald Leland Craig, AICP Planning Director and Nicole Malo, AICP, Planner II

**Subject:** Affordable Housing Needs Solutions

**Copy To:** Sarah Spurlock, Assistant City Manager and Shawn Smith, City Attorney

**Attachments:**

1. 2012 Comprehensive Plan Affordable Housing Data and Analysis Report
2. 2014 U.S. HUD Income and Rent Limits
3. City of Key West 2014 Income and Rental Limits
4. 2008 South Florida Workforce Housing Best Practices
5. Florida Statutes 259 - Land Acquisitions for Conservation or Recreation
6. Florida Statutes 420.5095 – Community Workforce Housing Innovation Pilot Program
7. U.S. Census Bureau American Community Survey 2010-2012 Median Household Income for the City of Key West

**Purpose**

This presentation is in response to requests from the City Commission to improve the way the City's workforce housing issues are addressed. Over the next ten years the City will be receiving over 500 residential Building Permit Allocation System (BPAS) units that are required to be deed restricted affordable. The availability of these new BPAS units provides the City an opportunity to create a significant number of net new affordable housing units for the first time in over a decade. The following discussion describes several key scenarios for potential action to provide workforce housing in order to maintain a sustainable local economy.

**Method**

This presentation is the result of staff review and discussion of relevant data, the Comprehensive Plan and site visits to certain City and Key West Housing Authority owned properties which could be candidates for the construction of affordable housing. It is also the product of several meetings with the Executive Director of the Key West Housing Authority to discuss specific methods for creating new

housing and updating the Workforce Housing Ordinance. Finally, staff reviewed key state statutes whose subject matter is, or relates to, affordable housing; and identified Land Development Regulations (LDRs) in local Florida jurisdictions addressing affordable housing which may be models for amendments to the City's LDRs.

**Problems and Key Findings Identified**

There are currently 508 privately held affordable housing units, with varying degrees of deed restrictions and subsidy assistance, and 581 public housing units in the City representing 7% of the 14,892 residential dwelling units in the City, as identified by staff in the May 2010 Affordable Housing Deed Restriction Audit. The 2010 Census and the City Comprehensive Plan report a lower number of 14,107. Of the total 1,089 affordable units, 223 are expected to have their deed restrictions expire, or have expired by year's end. However, according to the findings of the 2012 Data and Analysis report (Attachment 1), prepared to support the Comprehensive Plan and confirmed by updated data provided by the Key West Housing Authority (08/2014) there continues to be and will continue to be a significant number of cost burdened households and a shortage of decent, reasonably priced, available housing, particularly one bedroom rentals. Specifically, data from the Comprehensive Plan and the 2010 Census indicate that at every income level from 30% to 140% of the Monroe County Median Income ($63,500 in 2014), individuals and families are cost burdened as to amount paid for rent or mortgage. The City's Comprehensive Plan, the City's Land Development Regulations, and U.S. HUD guidelines indicate that not more than 30% of incomes should be expended for housing costs. In Key West over seventy-five percent (77% - 10,352) of all households, both renters and owners are cost burdened utilizing this guideline.

According to the Comprehensive Plan and the University of Florida Shimberg Center for affordable Housing, there is a need (deficit) of affordable housing units across the income spectrum. The deficit is at least 6,500 units. The City's Comprehensive Plan identifies the City of Key West median household income as $52,004 while the average annual wages earned by a worker in the City are approximately $37,844, indicating that by standard guidelines for mortgage lending at the median level a home should cost no more than $156,012, or three time the median income. This is clearly inconsistent with actual cost of housing in the City, when the Key West Board of realtors' reports that at the end of July 2014 the median sales price of 162 single family homes sold in the preceding 7 months was $630,000, and the median sales price for Condo/Townhouses was $368,000. Clearly persons and and families making the median income or average wage cannot afford for sale housing, even if such were being built.

As to rental housing, the situation is no better. Even though dated and most assuredly higher the 2010 reported median gross monthly rent in the City was $1,359. In order to be affordable to the average wage earner in the City, the then monthly rent should be no more than $946. Rent such as this is not available in the City at this point in time, and result in workers sharing housing in increasing numbers, or paying 40-50% of their income for housing.

The Workforce Housing Ordinance (WFHO) of the City' Land Development Regulations has not been updated since 2005. At the time the WFHO was created real estate values, affordable housing stocks, and demands were different. The WFHO's stratification across the income spectrum from 80% to 140% of the median income at the Monroe County level (now $63,500) is out of date with the actual incomes of today's workforce. Further, at the time and up until 2012, there were very, very few BPAS allocations available to create new housing, regardless of the WFHO's emphasis for housing for all income groups, resulting in very few new deed restrictions being built.

Since 2008 lending practices have been tightened and it is very difficult to both finance and construct units at any level except at the 60% of median through heavily subsidized tax credit funding, and none of these types of project have been built in the City due to the lack of reasonable priced land. Additionally, the cost of constructing units is extremely high at $200-$250 per square foot. Factored into the equation the focus in recent years has been to use

Land Authority Funds to acquire property together with Habitat for Humanity processes to reconstruct and manage the units. This has resulted in an emphasis being place on the acquisition of existing units, often at high prices, which though deed restricted, require renovation and result in no net new units.

There are not enough very low (60% AMI) to low (80% AMI) income deed restricted units in the City to meet the needs of the local workforce. Yet the mechanisms to provide this housing are limited by outdated regulations and state statutes. For instance, in addition to the outdated Workforce Housing Ordinance, the Monroe County Land Authority (MCLA) statute, as presently written, does not work efficiently for Key West because it is limited to the purchases of land for three distinct purposes:

1. Conservation of environmentally sensitive lands;
2. Preservation of coastal access and recreation;
3. Affordable Housing.

The first two objectives have been met in the City as all conservation lands are now in the public realm and the access to coastal areas assured and adequate monies allocated through infrastructure taxes and Tourist Development Council grants. The third use of MCLA funds for affordable housing has experienced some successes, but at a very high price due to the very high cost of land. The City of Key West MCLA fund is presently approximately $7 million which has been generated primarily from transient unit bed tax, as the City accounts for approximately 49% of the hotel rooms in the County. The $7million is expected to increase to approximately $8mililion after the start of the new fiscal year. While the funds have increased steadily the opportunities to use the funds have proven difficult to identify due to high land and costs and until recently the lack of new BPAS allocations.

**Possible Solutions**

**Invest in Immediate Solutions while Planning for the Long Term**

While there is an array of long term solutions which should be pursued, some of which are listed below, there may also be a nearer solution. This specific method can utilize existing publicly owned land together with MCLA funds, in order to create monies to build or subsidize net new affordable housing. The method has the following steps:

1. Identify land held by the City of Key West or the Key West Housing Authority which is capable of further development as affordable housing.
2. If necessary, rezone the property to achieve a higher density, which in Key West would be Medium Density Residential (MDR) at 16 units per acre, or High Density Residential (HDR) at 22 units per acre. If necessary, the Comprehensive Plan designations can be amended in an expedited manner for parcels whose use is to be affordable housing, enabled by state statute 163.3187. As a part of this effort the City may borrow forward one year from its annual allocation of 91 BPAS units.
3. The City of Key West sells its interest in the land to the Monroe County Land Authority, and restricts its use in the conveyance, consistent with the MCLA statute, to affordable housing.
4. The MCLA conveys the land to the Key West Housing Authority, and the city modifies its existing Inter-Local agreement with the KWHA to provide for the construction of affordable housing in partnership with city, and/or a developer partner.
5. The City uses the funds yielded from the sale of the property for the direct construction of the affordable housing on the site or uses the funds to otherwise subsidize the cost or operation of the affordable housing. The housing remains the property of the Housing Authority and or the City depending on the parcel and the arrangement reached with the transfer of the property to the Housing Authority.
6. Target projects which can accommodate mixed income users that provide relief to developers of affordable housing projects.

7. Repeat the process with other City or Housing Authority properties until all remaining affordable housing BPAS units are utilized.

**Provide a Holistic Approach to Adjusting All Elements of Affordable Housing Tool**

1. Work towards **reducing wind and flood insurance** premiums which increase the cost of homeownership and rental rates. If the proposed referendum on building height flexibility in response to FEMA insurance rates passes the ability to lower insurance rates may occur.
2. **Amend Comprehensive Plan** – Add policy(ies) to the City's Comprehensive Plan Housing Element to provide that all future development shall not result in a "net loss" of existing workforce/affordable rental housing for households earning 80% or less than the area mean income. (Findings of Municipal Scorecard for Affordable Housing Delivery: Best Management Case Study for South Florida. Prepared for the South Florida Regional Business Alliance by FIU Metropolitan Center).
3. **Ask State Representative Raschein and State Senator Bullard to Sponsor Legislation to Amend the Land Authority Statute as it Applies to the City of Key West**
   Currently the statute has been interpreted by local attorneys such that it allows the funds accumulated to be used for land purchases **only**. As has been demonstrated the cost of land reasonably priced for affordable housing in the City is very sparse. Also demonstrated is that conservation lands in the City have been acquired and protected. Couple that with the fact that the City has already protected its undeveloped lots with sufficient BPAS allocations to prevent inverse condemnation( "takings") litigation against the City. Therefore , new state legislation to allow the City the ability to use MCLA funds for construction or other subsidy to provide affordable housing.
4. **Revise the Workforce Housing Ordinance:**
   The Planning Department has requested proposals for a consultant who will assist staff with amendments to the Land Development Regulations, specifically the Workforce Housing Ordinance. Staff has researched the American Community Survey to extract data for the City's area median income (AMI) in order to compare it to that of the County's, which is used as the current baseline. However, the ACS survey shows that the County's and City's AMI are within a few thousand dollars of each other with the City's being higher in a few critical income household sizes. Further, petitioning HUD to allow the City to use the ACS numbers instead of the universally excepted US Census figures to establish the AMI may put our federal funding in jeopardy when using such federal subsidies. However, if the model put forth above as immediate action is pursued and no federal funds or subsidies are utilized or otherwise compromised , the use of the lower City median income may be possible.

   The Workforce Housing Ordinance, based on income and workforce data from the early 2000, is confusing and out of date. As a result the inclusionary housing provisions (122-1467) and eligibility requirements (122-1469) are out of touch with the current housing needs. The ordinance also lacks incentive programs to encourage private developers to build new affordable housing.

Based on meetings with Manny Castillo, Executive Director of the KW Housing Authority and planning analysis supported by the 2013 Comprehensive Plan Data and Analysis, staff recommends the following approach to amending the WFHO:

a. **Add provisions for inclusionary housing for *redevelopment***, not just new development.

b. **Revise Section 122-1496 for required income category mix** - Determine what the target incomes are and use current income level data to establish new ratios for 30% rule, such as more lower income category units. Reestablish inclusionary housing provisions requiring more low (80% AMI) and median (100% AMI) income level units. This can only be provided for by applying an approach like that used by the Village of Islamorada, wherein significant expansions of residential and commercial development, or net new development is evaluated, by type, as to the employees and jobs created to serve the new or expanded development, and thus the need for new affordable housing. A specific economic analysis for Key West, must be created to support the inclusionary housing provisions, recognizing the unique market of the City of Key West.

b. **Revise Eligibility Requirements (Section 122-1469)** - Maintain category income *range* within the low, median, moderate etc. categories for pro forma purposes, but allow the actual sales and rental levels to be determined based on a person's actual percentage of income (25-30%). Currently the City's one bedroom rental rates are higher than HUD's rates but the City's three and four bedroom rental rates are all lower than HUD's. The City needs to find a method to lower rents for the most sought after units (1 bedroom). This may require the mixing of market rate units in mixed income projects to provide indirect subsidy to the affordable units.

c. Create **innovative regulatory and financial incentive programs** for building workforce housing and maintaining rental housing. Such as:
   1. Tax abatement etc.
   2. Waiver all permitting fees (except impact fees which guarantee bond obligations).
   3. Expedited review.

5. **Potential Funding Opportunities**
   1. Community Workforce Housing Innovation Pilot Program loans and State Housing Initiatives Partnership Program (F.S. 420.5095).
   2. **Staff**

      **1.** Create a City Affordable Housing Officer, whose responsibility it would be to assist workers in finding and qualifying for housing.

      **2.** Create an Economic Development Officer whose responsibility it would be to identify possible Public private partnerships for redevelopment/development potential and who can offer incentives.
   3. SHIP – State Housing Incentive Program;
   4 HOME – Need more information
   5. CDBG – Community Development Block Grants
   6. TIF – Tax Increment Financing
   7. Surtax – Such as additional sales tax on alcoholic beverage sales
   8. CHDO - Need to establish CHDO (Community Housing Development Organization) per Section 122-1471 a non-profit organization, to serve as developer for AH on City owned property and administer the Affordable Housing Trust Fund
   10. Create a rental affordable housing trust fund for providing security deposits for rental housing

The possible solutions described above are all consistent to one degree or another with the City's Strategic Plan and previous recommendations off many study groups dealing with eh affordable housing issue.

# CITY OF KEY WEST
# 2012 UPDATES TO THE DATA AND ANALYSIS
# FOR EAR-BASED COMPREHENSIVE PLAN AMENDMENTS APPENDIX A

## Introduction

The City completed its first Evaluation and Appraisal Report (EAR) in 2005, and due to the State mandated schedule was required to update the 2005 EAR the following year. There is very little difference between the two reports or the resulting recommendations. It is now the City's desire to implement the recommendations from the two EAR documents, however due to the years that have passed, the supporting data and analysis needs to be updated in order to be meaningful and to provide the most accurate amendments to the Comprehensive Plan.

The Planning Department identified several areas that needed updating, and these are as follows:

- **Affordable Housing Needs Analysis**
- **Population Estimates**
- **Hurricane Evacuation Analysis**
- **Land Use Analysis**
- **Level of Service Analysis**

The following provides some background from the 2005 and 2007 EARs and the updated analysis in the areas identified above.

## Chapter 1. Affordable Housing Needs Analysis

The 2005 EAR listed "Affordable Housing" as one of the issues to be addressed during the updates to the Comprehensive Plan. Some of the contributing factors to the need for affordable housing included lower wage tourism based jobs; loss of military families that lived in housing subsidized by the government; increased demand for second homes; government limitations on growth; the loss of housing due to conversion to guesthouses; and the lack of available vacant land. In the 1990s the construction of transient units was permitted pursuant to the City's Building Permit Allocation System (BPAS), and as a result, approximately 874 transient units were built. However, due to Comprehensive Plan policy 1.3.12.3, which limits the percent of new units that may be allocated for transient use, no new transient allocations can be granted under the City's existing BPAS.

Policy 3-1.1.3 of the City's Comprehensive Plan requires that 30 percent of units constructed each year be affordable. At the time of the 2005 EAR, it was noted that this policy has been successful, however at that time there was still a recognized shortage of affordable units. In 2005, the City adopted a workforce housing ordinance which requires that 30 percent of new market rate housing units be affordable to members of the workforce who earn at or less than 80 percent of the median household income. The affordability of units permitted under these policies is maintained through deed restrictions. It is estimated that 504 units have been allocated affordably since the implementation of the BPAS; however, not all of these units were subject to the requirements in the 2005 workforce housing ordinance. The current policy is that the affordability periods for these units remain in place for perpetuity; however some of the earlier units have affordability periods that have or will expire. It is estimated that approximately 233 affordable deed restrictions have expired. However, it is important to

note that not all of these units have been allocated as part of the BPAS.

In addition to requiring private developers to provide a percentage of affordable units, the City has historically taken a proactive approach in providing affordable units. The City has worked within the limits of the BPAS policies and, while being mindful of evacuation planning, has signed agreements with the State and with private developers to allow more affordable units. On the legislative side, the City has implemented policies to allow accessory apartments to single family homes, to facilitate infill of affordable units, and to facilitate apartments above commercial developments.

The 2005 EAR identifies methods in which the City has sought community involvement to address the affordable housing issue. On March 30, 2001 the City held a special summit meeting of residents to gain insight on ways to address housing. From that meeting, there were approximately 40 suggested actions that would address the problem from many different angles. Many creative suggestions were made, including ideas on how to preserve the housing stock, ways to seek out additional funding sources and suggestions to build new units or subsidize rents. In 2009, Florida International University's Metropolitan Center conducted a Housing Needs Assessment for Monroe County that included information specific to the City of Key West. In order to update the City's housing needs assessment, the information contained in the 2005 EAR and 2009 Housing Needs Assessment was revised in 2012 using the most recently available information from the 2010 Census, the University of Florida's Shimberg Center for Affordable Housing, and other relevant data sources.

The provision of decent, safe, sanitary and affordable housing to all residents continues to be one of the most daunting challenges that the City of Key West faces. The City's scarcity of land for new development, growth in the second home market, high quality of life and desirability, and unique and historic housing stock all contribute to property and housing values that are among the highest in the State. The City's economy is largely based on tourism and service industries, which generally pay lower wages than many other industries. These dynamics result in a pronounced affordability gap that continues to challenge the City even in the current economic downturn.

A summary of the estimates of the City's existing housing stock is provided on Table A1-1 below. As can be seen, there is a small discrepancy between the figures from the Affordable Housing Needs Assessment (AHNA), the Census, and a May 2010 estimate prepared by City staff. For the purpose of this report, the 2010 Census figure will be used since it is the most recent, and because it is closer to the City estimate than the AHNA or the U.S. Census 2009 American Fact Finder data. Use of the City's estimate is constrained by the lack of information about occupancy or tenure.

**Table A1-1. City of Key West's 2010 Housing Stock by Type and Tenure**

| | Total Units | Occupied Units | Owner Units | Renter Units |
|---|---|---|---|---|
| **09 AHNA** | 13,307 | 11,017 | 5,024 | 5,993 |
| **2010 Census** | 14,107 | 10,929 | 4,520 | 6,409 |
| **2009 US Census Bureau American FactFinder** | 13,274 | 8,925 | 4,175 | 4,757 |
| **May 2010 Estimate** | **14,452 permanent plus 440 mobile homes** | | | |

The median single family home sales price in the City of Key West in 2010 was $382,450. This value is higher than the 2001 median value of $305,000, but significantly lower than the median value of

$776,000 in 2005. The median condominium sales price in 2010 was $318,000, higher than the 2001 sales price of $222,000 but lower than the peak of $575,000 in 2005. The decrease in sales prices between 2005 and 2010 is reflective of the economic downturn. The 2010 median gross rent for a rental unit in the City was $1,359.[1]

"Housing cost burden", defined as the percent of a household's income that is used to pay for housing costs, is frequently used as a measure for determining whether or not housing is affordable. According to federal housing program guidelines and the Shimberg Center, housing costs should not exceed 30 percent of a household's income in order to be considered affordable. Federal guidelines define an extremely low income household as a household whose income is at or below 30 percent of the median household income for the area, a very low income household as a household whose income is at or below 50 percent of the median household income for the area, a low income household as a household whose income is between 50 and 80 percent of the median for the area, and a moderate income household as a household whose income is between 80 and 120 percent of the median for the area.

The median household income in the City in 2010 was $52,004[2], while the average annual wages earned by a worker in the City are approximately $37,844[3]. In order to be affordable, an owner- occupied home should not cost more than three times a household's annual income. In order to be affordable to a household at the median level, a home should therefore cost no more than $156,012. In order to be affordable to the average wage-earner in the City, a home should cost no more than $113,532 (Note that this does not account for combined household incomes). In order to be affordable to a household earning at or less than 80% of the median for the area, a home should cost no more than $124,891. The 2010 median sales price of $382,450 for a single family home indicates an affordability gap of $226,438 for households earning at or below the median household income, while the median sales price of $318,000 for a condominium unit indicates a lower but still significant affordability gap of $161,988.

The 2010 median gross monthly rent in the City was $1,359. In order to be affordable to a household at the median income level, monthly rent should be no more than $1,300.10. In order to be affordable to the average wage-earner in the City, monthly rent should be no more than $946. In order to be affordable to a household earning at or below 80% of the median, monthly rent should be less than $1,040. Approximately 50% of the City's rental units are affordable to residents at the median income level, while approximately 37% are affordable to average wage-earners and households at 80% of the median[4].

Table A1-2 below identifies and projects the number of households in the City by income level for the period between 2000 and 2030.[5] The projections contained in this Table, provided by the Shimberg Center, are not consistent with the noted trend toward a slight population decrease in the City. Generally, however, they do provide a proximate count of households by income type for 2010. This Table indicates that 12% of the City's housing stock should be affordable to households earning less than 30% of the median, 11% should be affordable to households earning between 30% and 50% of the median, 18% should be affordable to households earning between 50% and 80% of the median, 24% should be affordable to households earning between 80% and 120% of the median, and 34% should be affordable to households earning over 120% of the median.

1 University of Florida Shimberg Center for Affordable Housing, Housing Needs Summary, Florida Housing Data Clearinghouse, 2012

2 2005-2009 American Community Survey, US Census Bureau

3 Quarterly Census of Employment and Wages, Quarter 2 Year 2011, Florida DEO Labor Market Statistics Center

4 2005-2009 American Community Survey, US Census Bureau

5 University of Florida Shimberg Center for Affordable Housing, Housing Needs Summary, Florida Housing Data Clearinghouse, 2011

**Table A1-2. Projected Households by Income 2000 – 2030**

| | 2000 | 2010 | 2015 | 2020 | 2025 | 2030 |
|---|---|---|---|---|---|---|
| **0-30%** | 1,295 | 1,295 (12%) | 1,378 | 1,469 | 1,543 | 1,605 |
| **30 – 50%** | 1,200 | 1,203 (11%) | 1,297 | 1,399 | 1,487 | 1,559 |
| **50 - 80%** | 1,995 | 1,857 (18%) | 1,873 | 1,892 | 1,906 | 1,913 |
| **80 – 120%** | 2,724 | 2,518 (24%) | 2,516 | 2,515 | 2,507 | 2,497 |
| **120%+** | 3,744 | 3,620 (34%) | 3,665 | 3,715 | 3,735 | 3,750 |
| **Total** | **10,958** | **10,493** | **10,729** | **10,990** | **11.178** | **11,324** |

Table A1-3 below documents the number of cost burdened households in the City by tenure for 2010.[5] As can be seen, 35 percent of homeowner households and 42 percent of renter households in the City are paying more than 30 percent of their income for housing. Table A1-4 documents cost burdened households by income type. As expected, the level and severity of cost burden increases as income levels decrease.

**Table A1-3. Cost Burdened Households by Tenure, 2009**

| % of income paid for housing | 0-30% | 30-50% | 50% plus | Total |
|---|---|---|---|---|
| **Owners** | 3,325 (65%) | 909 (18%) | 844 (17%) | 5,078 |
| **Renters** | 3,065 (58%) | 1,159 (22%) | 1,050 (20%) | 5,274 |

**Table A1-4. Cost Burdened Households by Income Group, 2009**

| % of income paid for housing | 0-30% | 30-50% | 50% plus | Total |
|---|---|---|---|---|
| **0-30% median income** | 357 (28%) | 160 (13%) | 754 (59%) | 1,271 |
| **30 – 50% median income** | 357 (30%) | 355 (30%) | 464 (39%) | 1,176 |
| **50 – 80% median income** | 855 (46%) | 611 (33%) | 373 (20%) | 1,839 |
| **80% + median income** | 4,821 (79%) | 942 (15%) | 303 (4%) | 6,066 |

5 University of Florida Shimberg Center for Affordable Housing, Housing Needs Summary, Florida Housing Data Clearinghouse, 2011

Table A1-5 below indicates the deficit or surplus of affordable housing units by income category in the City for 2010.[6] This information provides perhaps the best indication of unmet affordable housing need. As can be seen, there is a deficit of housing units affordable for all income types, with the exception of rental units for households at 120 percent of the median.

**Table A1-5. Affordable Housing Deficit/Surplus by Income Group, 2009**

| | 30% of median | 50% of median | 80% of median | 120% of median | 200% of median |
|---|---|---|---|---|---|
| **Owners** | -500 | -851 | -1,571 | -2,225 | -2,101 |
| **Renters** | -349 | -796 | -214 | +270 | -288 |

The City of Key West has taken a proactive approach to addressing the affordable housing needs of its residents. There are currently a total of 508 federally, State and locally assisted units and 581 public housing units in the City. In order to encourage the provision of private sector affordable and workforce housing, single family units are allowed and encouraged to have accessory units that provide a more affordable housing option for the City's workforce and residents. In 2005 the City adopted a workforce housing ordinance which requires that 30 percent of new market rate housing units be affordable to members of the workforce who earn at or less than 80 percent of the median. In addition, Peary Court, a military housing complex, is transitioning from military ownership to civilian ownership, providing an additional 160 market rate housing units. Application of the workforce housing requirement would provide an additional 48 affordable or workforce housing units.

Gauging the need for special needs housing and homeless assistance is another important consideration for the City. There are currently approximately 136 beds for special needs housing, 122 beds for transitional housing, and 175 homeless shelter beds in the City. Based on a count conducted in 2011, 246 homeless persons were identified in the City. A partial listing of special needs and transitional housing facilities is provided below:

1. AIDS Help – 96 Units
2. Kathy's Hope – 16 rooms with communal facilities
3. Samuels House – 13 rooms with communal facilities
4. Casa de Meredith – 9 units
5. Florida Keys Outreach Coalition – One s.f house (2 bedroom)
6. Neece Center – 20 beds for men
7. Poinciana – 102 beds for men and women

## Chapter 2. Population Estimates

Population projections are an important component of local comprehensive plans. They provide the statistical framework for future development and redevelopment, and for projecting the ability to provide key infrastructure and services at adopted levels of service. The population of Key West, a built-out community with natural and policy constraints that limit future development potential, is projected to decrease slightly during the short, mid and long range planning periods, as documented in the following analysis.

6 University of Florida Shimberg Center for Affordable Housing, Affordable Housing Needs Assessment, 2011

**Recommendation:** It is recommended that the City Commission direct staff to immediately proceed with the Land Authority/City of Key West/City of Key West Housing Authority program outlined above, while prioritizing the analysis of items 1 through 8 above.

# CITY OF KEY WEST
# Work Force Housing
# Income and Rental Limits
# 2014

Based on Monroe County Annual Median Income (AMI) for a family of four of $63,500

(City Commission Resolution 14-053)

| Income Limits for Single Persons | | | | |
|---|---|---|---|---|
| Household Size | Low 80% | Median 100% | Moderate 120% | Middle 140% |
| 1 Person | $ 46,160 | $ 57,700 | $ 69,240 | $ 80,780 |
| 2 Persons | $ 52,800 | $ 66,000 | $ 79,200 | $ 92,400 |
| 3 Persons | $ 59,360 | $ 74,200 | $ 89,040 | $ 103,880 |
| 4 Persons | $ 65,920 | $ 82,400 | $ 98,880 | $ 115,360 |
| 5 Persons | $ 71,200 | $ 89,000 | $ 106,800 | $ 124,600 |
| 6 Persons | $ 76,480 | $ 95,600 | $ 114,720 | $ 133,840 |
| 7 Persons | $ 81,760 | $ 102,200 | $ 122,640 | $ 143,080 |
| 8 Persons | $ 87,040 | $ 108,800 | $ 130,560 | $ 152,320 |

| Income Limits for Married or Domestic Partners | | | | |
|---|---|---|---|---|
| Household Size | Low 80% | Median 100% | Moderate 120% | Middle 140% |
| 2 Persons | $ 70,400 | $ 88,000 | $ 105,600 | $ 123,200 |
| 3 Persons | $ 79,147 | $ 98,933 | $ 118,720 | $ 138,507 |
| 4 Persons | $ 87,893 | $ 109,867 | $ 131,840 | $ 153,813 |
| 5 Persons | $ 94,933 | $ 118,667 | $ 142,400 | $ 166,133 |
| 6 Persons | $ 101,973 | $ 127,467 | $ 152,960 | $ 178,453 |
| 7 Persons | $ 109,013 | $ 136,267 | $ 163,520 | $ 190,773 |
| 8 Persons | $ 116,053 | $ 145,067 | $ 174,080 | $ 203,093 |

Per City Ord. Sec.122-1469(13)

| Maximun Monthly Rental Rates | | | | |
|---|---|---|---|---|
| Unit Size | Low 80% | Median 100% | Moderate 120% | Middle 140% |
| Efficiency | $ 1,154 | $ 1,443 | $ 1,731 | $ 2,020 |
| 1 bedroom | $ 1,320 | $ 1,650 | $ 1,980 | $ 2,310 |
| 2 bedrooms | $ 1,484 | $ 1,855 | $ 2,226 | $ 2,597 |
| 3 bedrooms | $ 1,648 | $ 2,060 | $ 2,472 | $ 2,884 |
| 4 bedrooms | $ 1,780 | $ 2,225 | $ 2,670 | $ 3,115 |

Per City Ord. Sec.122-1466 Definitions

Income limits are based upon figures provided by the
United States Department of Housing and Urban Development and
published by Florida Housing Finance Corporation

# CITY OF KEY WEST
## Work Force Housing
## Owner Occupied Income and Sales Limits
## 2014

Based on Monroe County Annual Median Income (AMI) for a family of four of $63,500

(City Commission Resolution 14-053)

| Income Limits for Single Persons | | | | |
|---|---|---|---|---|
| Household Size | Low 80% | Median 100% | Moderate 120% | Middle 140% |
| 1 Person | $ 46,160 | $ 57,700 | $ 69,240 | $ 80,780 |
| 2 Persons | $ 52,800 | $ 66,000 | $ 79,200 | $ 92,400 |
| 3 Persons | $ 59,360 | $ 74,200 | $ 89,040 | $ 103,880 |
| 4 Persons | $ 65,920 | $ 82,400 | $ 98,880 | $ 115,360 |
| 5 Persons | $ 71,200 | $ 89,000 | $ 106,800 | $ 124,600 |
| 6 Persons | $ 76,480 | $ 95,600 | $ 114,720 | $ 133,840 |
| 7 Persons | $ 81,760 | $ 102,200 | $ 122,640 | $ 143,080 |
| 8 Persons | $ 87,040 | $ 108,800 | $ 130,560 | $ 152,320 |

| Income Limits for Married or Domestic Partners | | | | |
|---|---|---|---|---|
| Household Size | Low 80% | Median 100% | Moderate 120% | Middle 140% |
| 2 Persons | $ 70,400 | $ 88,000 | $ 105,600 | $ 123,200 |
| 3 Persons | $ 79,147 | $ 98,933 | $ 118,720 | $ 138,507 |
| 4 Persons | $ 87,893 | $ 109,867 | $ 131,840 | $ 153,813 |
| 5 Persons | $ 94,933 | $ 118,667 | $ 142,400 | $ 166,133 |
| 6 Persons | $ 101,973 | $ 127,467 | $ 152,960 | $ 178,453 |
| 7 Persons | $ 109,013 | $ 136,267 | $ 163,520 | $ 190,773 |
| 8 Persons | $ 116,053 | $ 145,067 | $ 174,080 | $ 203,093 |

Per City Ord. Sec.122-1469(13)

| Maximun Sales Price | | | | |
|---|---|---|---|---|
| Unit Size | Low 80% | Median 100% | Moderate 120% | Middle 140% |
| Efficiency | $ 115,400 | $ 201,950 | $ 346,200 | $ 525,070 |
| 1 bedroom | $ 132,000 | $ 231,000 | $ 396,000 | $ 600,600 |
| 2 bedrooms | $ 148,400 | $ 259,700 | $ 445,200 | $ 675,220 |
| 3 bedrooms | $ 164,800 | $ 288,400 | $ 494,400 | $ 749,840 |
| 4 bedrooms | $ 178,000 | $ 311,500 | $ 534,000 | $ 809,900 |

Per City Ord. Sec.122-1466 Definitions

Income limits are based upon figures provided by the
United States Department of Housing and Urban Development and
published by Florida Housing Finance Corporation

Note: The hold harmless provisions of IRC Section 142(d)(2)(E) mean that projects with at least one building placed in service on or before the end of the 45-day transition period for newly-released limits use whichever limits are greater, the current-year limits or the limits in use the preceding year.

**HUD released 12/18/2013**

FHFC Posted 12/27/2013

## 2014 Income Limits and Rent Limits
## Florida Housing Finance Corporation
## Multifamily Rental Programs -- Except HOME and SHIP
## CWHIP Homeownership Program

| County (Metro) | Percentage Category | Income Limit by Number of Persons in Household | | | | | | | | | | Rent Limit by Number of Bedrooms in Unit | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 0 | 1 | 2 | 3 | 4 | 5 |
| Monroe County | 25% | 14,425 | 16,500 | 18,550 | 20,600 | 22,250 | 23,900 | 25,550 | 27,200 | 28,850 | 30,428 | 360 | 386 | 463 | 535 | 597 | 659 |
| | 28% | 16,156 | 18,480 | 20,776 | 23,072 | 24,920 | 26,768 | 28,616 | 30,464 | 32,301 | 34,147 | 403 | 432 | 519 | 599 | 669 | 738 |
| | 30% | 17,310 | 19,800 | 22,260 | 24,720 | 26,700 | 28,680 | 30,660 | 32,640 | 34,608 | 36,586 | 432 | 463 | 556 | 642 | 717 | 791 |
| | 33% | 19,041 | 21,780 | 24,486 | 27,192 | 29,370 | 31,548 | 33,726 | 35,904 | 38,069 | 40,244 | 476 | 510 | 612 | 707 | 788 | 870 |
| | 35% | 20,195 | 23,100 | 25,970 | 28,840 | 31,150 | 33,460 | 35,770 | 38,080 | 40,376 | 42,683 | 504 | 541 | 649 | 749 | 836 | 923 |
| | 40% | 23,080 | 26,400 | 29,680 | 32,960 | 35,600 | 38,240 | 40,880 | 43,520 | 46,144 | 48,781 | 577 | 618 | 742 | 857 | 956 | 1,055 |
| | 45% | 25,965 | 29,700 | 33,390 | 37,080 | 40,050 | 43,020 | 45,990 | 48,960 | 51,912 | 54,878 | 649 | 695 | 834 | 964 | 1,075 | 1,186 |
| | 50% | 28,850 | 33,000 | 37,100 | 41,200 | 44,500 | 47,800 | 51,100 | 54,400 | 57,680 | 60,976 | 721 | 773 | 927 | 1,071 | 1,195 | 1,318 |
| | 60% | 34,620 | 39,600 | 44,520 | 49,440 | 53,400 | 57,360 | 61,320 | 65,280 | 69,216 | 73,171 | 865 | 927 | 1,113 | 1,285 | 1,434 | 1,582 |
| Median: 63,600 | 80% | 46,160 | 52,800 | 59,360 | 65,920 | 71,200 | 76,480 | 81,760 | 87,040 | 92,288 | 97,562 | 1,154 | 1,237 | 1,484 | 1,714 | 1,912 | 2,110 |
| | 120% | 69,240 | 79,200 | 89,040 | 98,880 | 106,800 | 114,720 | 122,640 | 130,560 | 138,432 | 146,342 | 1,731 | 1,855 | 2,226 | 2,571 | 2,868 | 3,165 |
| | 140% | 80,780 | 92,400 | 103,880 | 115,360 | 124,600 | 133,840 | 143,080 | 152,320 | 161,504 | 170,733 | 2,019 | 2,164 | 2,597 | 2,999 | 3,346 | 3,692 |
| | 150% | 86,550 | 99,000 | 111,300 | 123,600 | 133,500 | 143,400 | 153,300 | 163,200 | 173,040 | 182,928 | 2,163 | 2,319 | 2,782 | 3,213 | 3,585 | 3,956 |
| HERA Special Limits per Section 142(d)(2)(E) *(est. 2014)* *For use by projects that placed in service at least one building on or before 12/31/2008* | 25% - HS | 15,175 | 17,350 | 19,525 | 21,675 | 23,425 | 25,150 | 26,900 | 28,625 | 30,345 | 32,079 | 379 | 406 | 488 | 563 | 628 | 694 |
| | 28% - HS | 16,996 | 19,432 | 21,868 | 24,276 | 26,238 | 28,168 | 30,128 | 32,060 | 33,986 | 35,928 | 424 | 455 | 546 | 631 | 704 | 777 |
| | 30% - HS | 18,210 | 20,820 | 23,430 | 26,010 | 28,110 | 30,180 | 32,280 | 34,350 | 36,414 | 38,495 | 455 | 487 | 585 | 676 | 754 | 832 |
| | 33% - HS | 20,031 | 22,902 | 25,773 | 28,611 | 30,921 | 33,198 | 35,508 | 37,785 | 40,055 | 42,344 | 500 | 536 | 644 | 744 | 829 | 916 |
| | 35% - HS | 21,255 | 24,290 | 27,335 | 30,345 | 32,795 | 35,210 | 37,660 | 40,075 | 42,483 | 44,911 | 531 | 569 | 683 | 789 | 880 | 971 |
| | 40% - HS | 24,280 | 27,760 | 31,240 | 34,680 | 37,480 | 40,240 | 43,040 | 45,800 | 48,552 | 51,326 | 607 | 650 | 781 | 902 | 1,006 | 1,110 |
| | 45% - HS | 27,315 | 31,230 | 35,145 | 39,015 | 42,165 | 45,270 | 48,420 | 51,525 | 54,621 | 57,742 | 682 | 731 | 878 | 1,014 | 1,131 | 1,249 |
| | 50% - HS | 30,350 | 34,700 | 39,050 | 43,350 | 46,850 | 50,300 | 53,800 | 57,250 | 60,690 | 64,158 | 758 | 813 | 976 | 1,127 | 1,257 | 1,388 |
| | 60% - HS | 36,420 | 41,640 | 46,860 | 52,020 | 56,220 | 60,360 | 64,560 | 68,700 | 72,828 | 76,990 | 910 | 975 | 1,171 | 1,353 | 1,509 | 1,665 |

Florida Housing Finance Corporation (FHFC) income and rent limits are based upon figures provided by the United States Department of Housing and Urban Development (HUD) and are subject to change. Updated schedules will be provided when changes occur.

AMERICAN FactFinder

B19013 | MEDIAN HOUSEHOLD INCOME IN THE PAST 12 MONTHS (IN 2012 INFLATION-ADJUSTED DOLLARS)

Universe: Households
2010-2012 American Community Survey 3-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

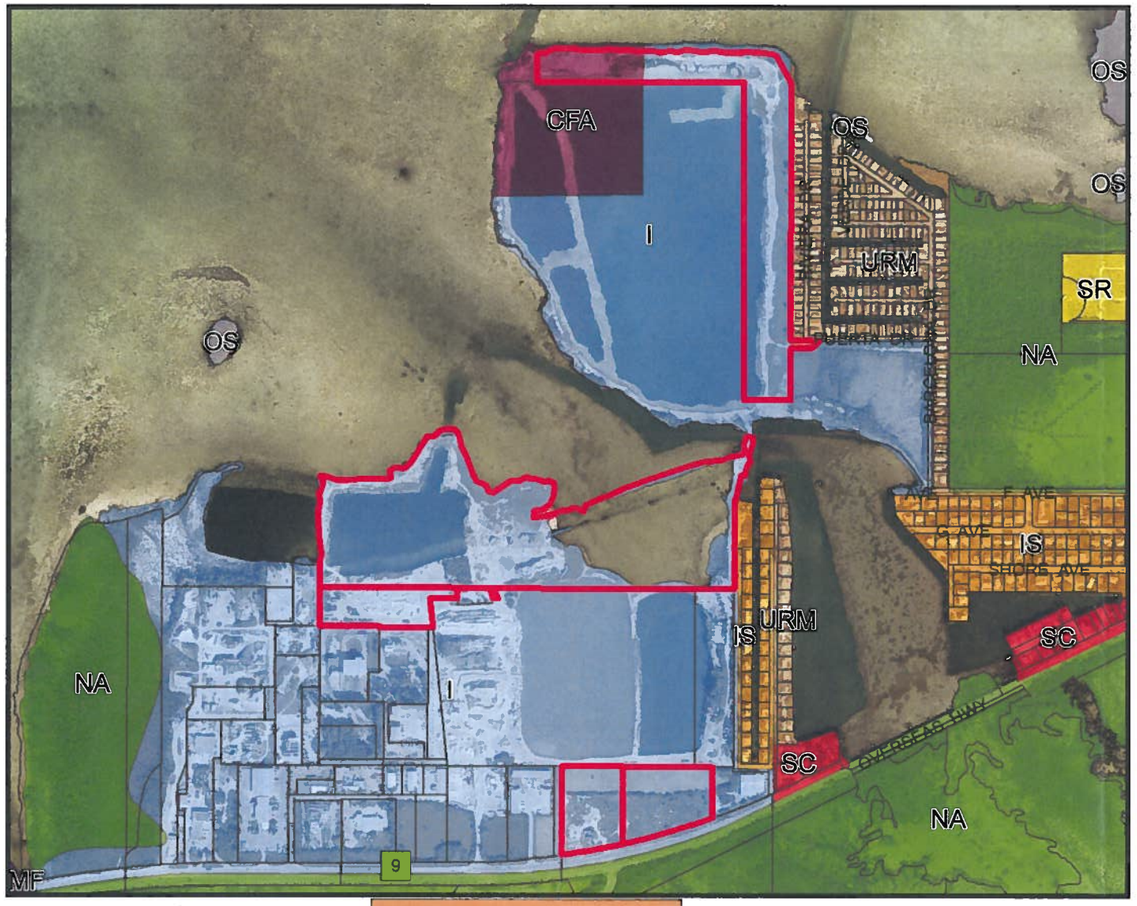
Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

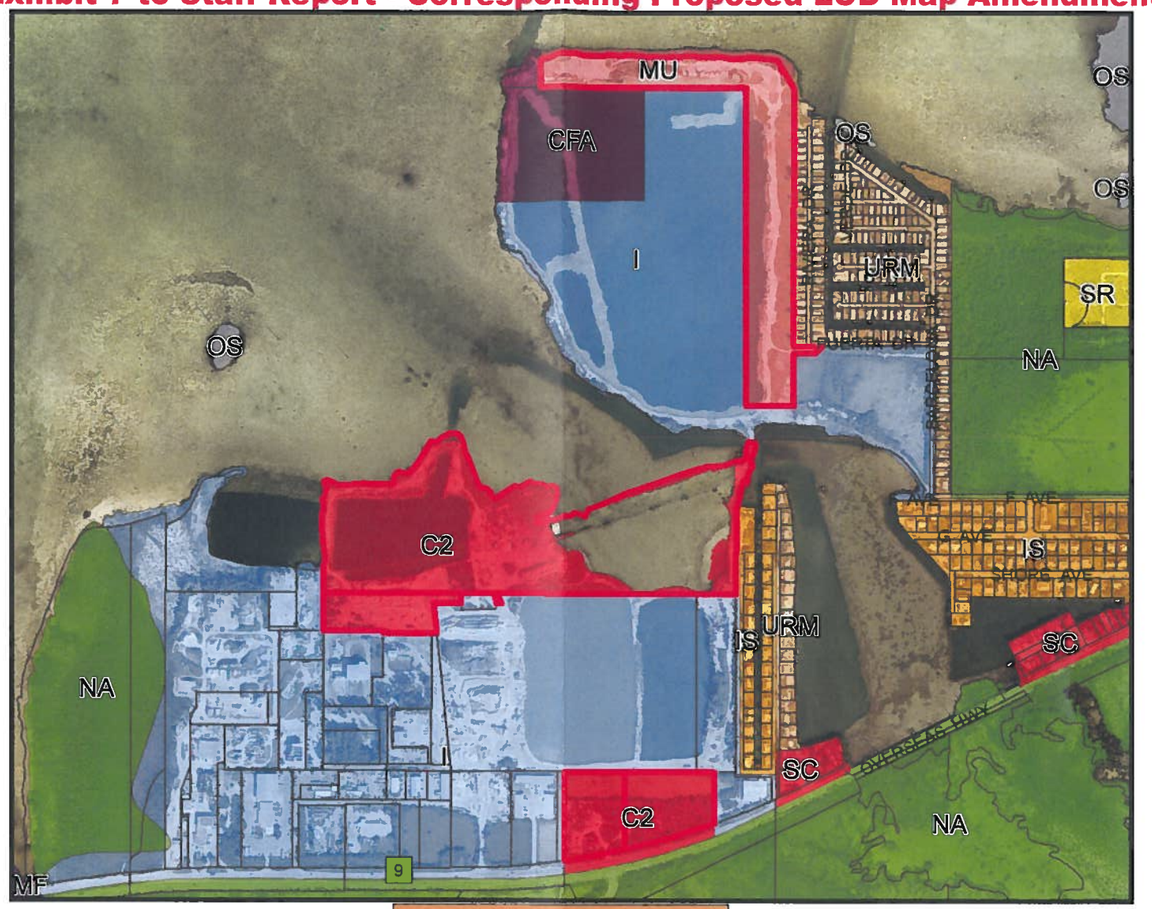
| | Florida | | Monroe County, Florida | | Key West city, Florida |
|---|---|---|---|---|---|
| | Estimate | Margin of Error | Estimate | Margin of Error | Estimate |
| Median household income in the past 12 months (in 2012 inflation-adjusted dollars) | 45,637 | +/-177 | 52,407 | +/-1,932 | 51,891 |

# Exhibit 7 to Staff Report - Corresponding Proposed LUD Map Amendment

## Monroe County Land Use Amendment

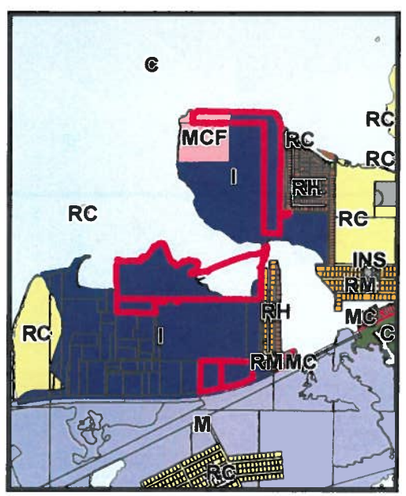



Existing Conditions

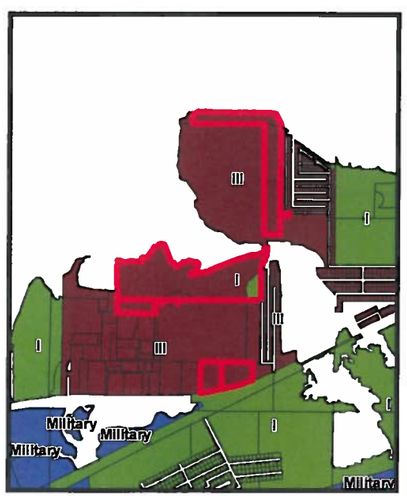



Proposed Conditions

Land Use Designations: AD = Airport District; CD = Conservation District; CFA = Commercial Fishing Area; CFSD = Commercial Fishing Special District; DR = Destination Resort; I = Industrial; IS = Improved Subdivision; MF = Military Facilities; MI = Maritime Industries; MN = Mainland Native Area; MU = Mixed Use; NA = Native Area; OS = Offshore Island; PR = Park and Refuge; RV = Recreational Vehicle; SC = Suburban Commercial; SR = Suburban Residential; SS = Sparsely Settled; UC = Urban Commercial; UR = Urban Residential; URM = Urban Residential Mobile Home




Future Land Use




Tier Designation

## Growth Management Division

We strive to be caring, professional, and fair.

The Monroe County Land Use District is proposed to be amended as indicated above and briefly described as:

Key: Rockland Key Mile Marker: 9 Map Amendment #:_____

Acreage: 82 Land Use District Map #: 554

Ordinance No.: _____

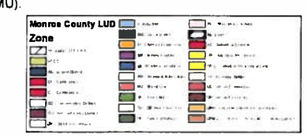
Date of Adoption: _____

Proposal:

Land Use change of five parcels from Industrial (I) and Commercial Fishing Area (CFA) to Commercial (C2) and Mixed Use (MU).

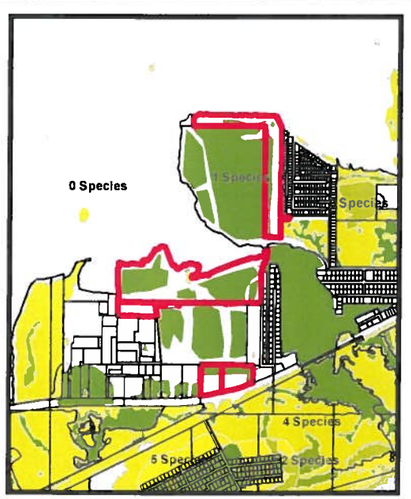
Property Description:

RE Numbers:
00120940-000100
00122080-000000
00122081-000200
00122010-000000
00121990-000000




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

Exhibit 8 to Staff Report

Stock Island

FLUM: MC
LUD: SC

5

6

Banyan Grove
48 Units

Flagler Village
49 Units

FLUM: MC
LUD: MU

FLUM: MC
LUD: SC

FLUM: MC
LUD: MU

Islander Village
49 Units

Park Village
40 Units

Meridian W
102 Units

Old Town Ke West Development
18 Units

FLUM: MC
LUD: MU

N
W E
S

Data Source: Monroe County - Growth Management - GIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

**NASKW EIS Noise Contours**
- 60
- 65
- 70
- 75
- 80
- 85

**Monroe County Affordable Housing**
- Single Family
- Multi-Family
- Private-Vacant tier III Greater than 5 Acres with any FLUM
- Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH

**FLUM - LUD (AFH density bonus categories)**
- FLUM: MC LUD: MU
- FLUM: MC LUD: SC
- FLUM: RH LUD: UR

**Coastal High Hazard Area**
- Category 1

Date: 10/29/2015

Rockland Key
8
9
NASKW EIS Noise Contours
60
65
70
75
80
85
Monroe County Affordable Housing
Single Family
Multi-Family
Private-Vacant tier III Greater than 5 Acres with any FLUM
Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH
FLUM - LUD (AFH density bonus categories)
FLUM: MC
LUD: MU
FLUM: MC
LUD: SC
FLUM: RH
LUD: UR
Coastal High Hazard Area
Category 1
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Big Coppitt Key

FLUM: MC
LUD: SC

Bayside Landin
18 Units

11

FLUM: MC
LUD: SC

10

NASKW EIS Noise Contours
- 60
- 65
- 70
- 75
- 80
- 85

Monroe County Affordable Housing
- Single Family
- Multi-Family
- Private-Vacant tier III Greater than 5 Acres with any FLUM
- Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH

FLUM - LUD (AFH density bonus categories)
- FLUM: MC LUD: MU
- FLUM: MC LUD: SC
- FLUM: RH LUD: UR

Coastal High Hazard Area
- Category 1

Data Sources: Monroe County - Growth Management - GIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Saddlebunch Keys

16

15

FLUM: MC
LUD: SC

14

N
W
E
S

Data Source: Monroe County - Growth Management

Monroe County Affordable Housing

- Single Family
- Multi-Family
- Private-Vacant tier III Greater than 5 Acres with any FLUM
- Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH

FLUM - LUD (AFH density bonus categories)

- FLUM: MC LUD: MU
- FLUM: MC LUD: SC
- FLUM: RH LUD: UR

Coastal High Hazard Area

- Category 1

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Sugarloaf Key

18

17

16

FLUM: MC
LUD: SC

Monroe County Affordable Housing
- Single Family
- Multi-Family
- Private-Vacant tier III Greater than 5 Acres with any FLUM
- Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH

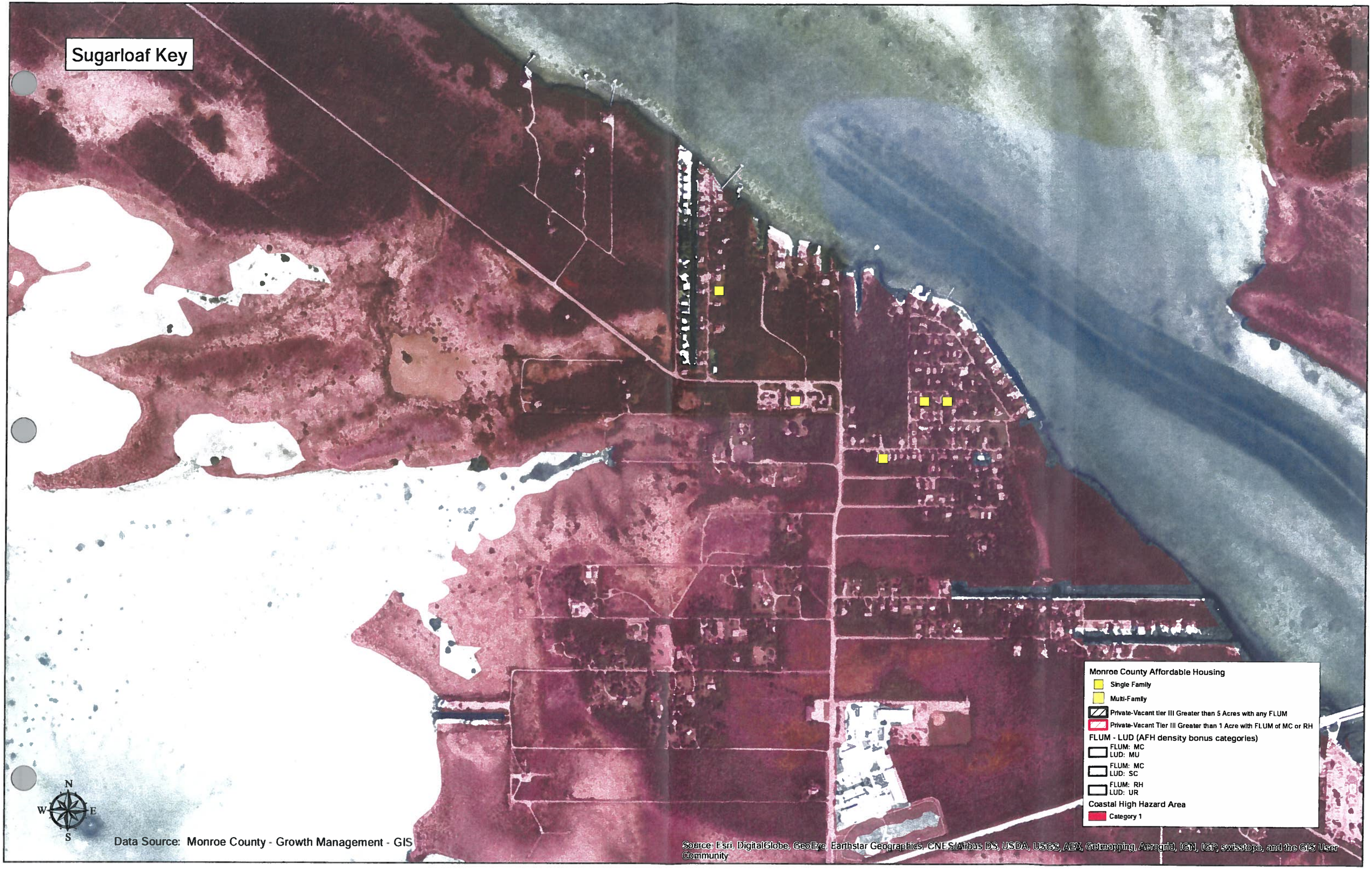
FLUM - LUD (AFH density bonus categories)
- FLUM: MC LUD: MU
- FLUM: MC LUD: SC
- FLUM: RH LUD: UR

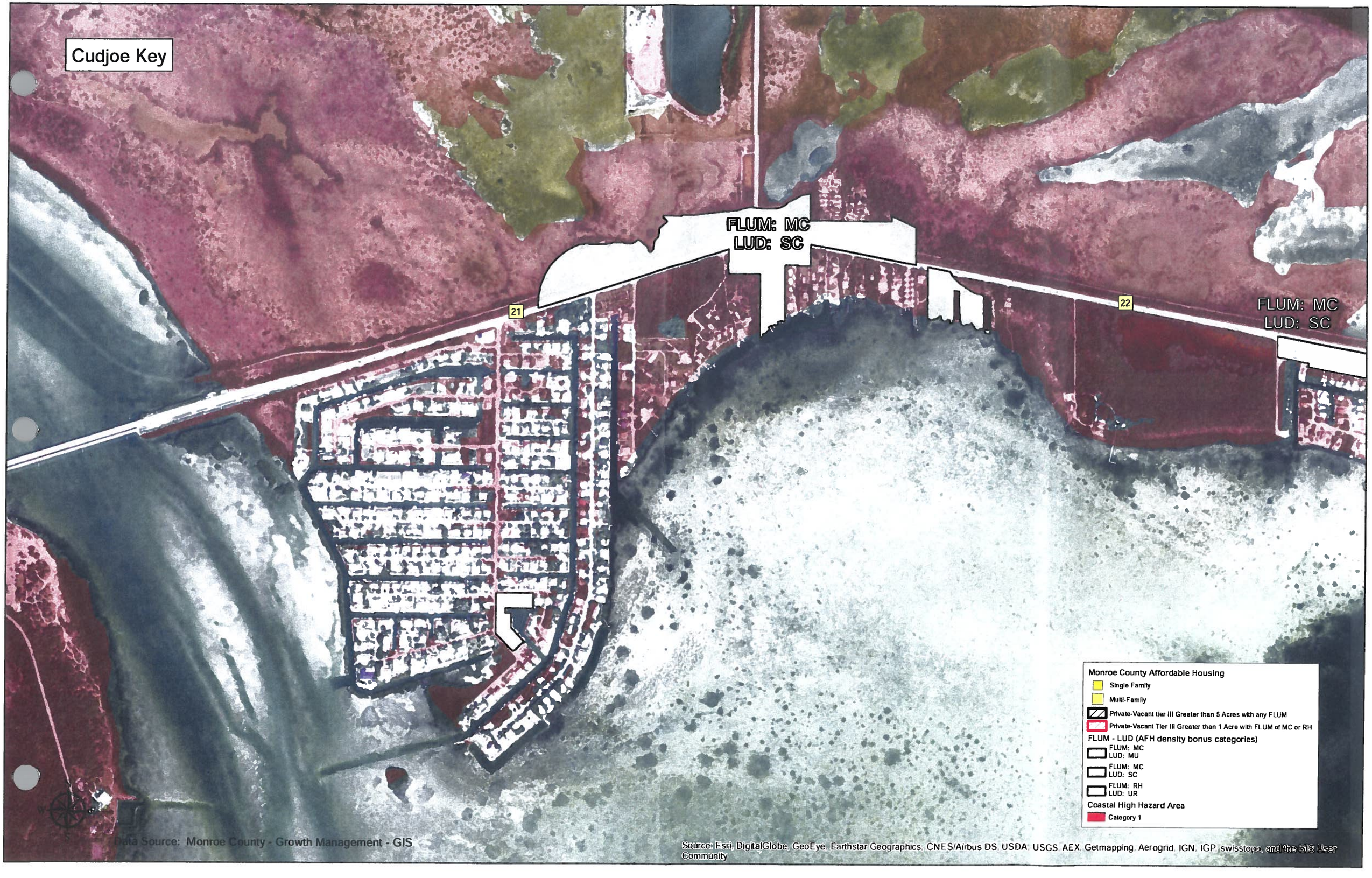
Coastal High Hazard Area
- Category 1

N
W
E
S

Data Source: Monroe County - Growth Management - GIS

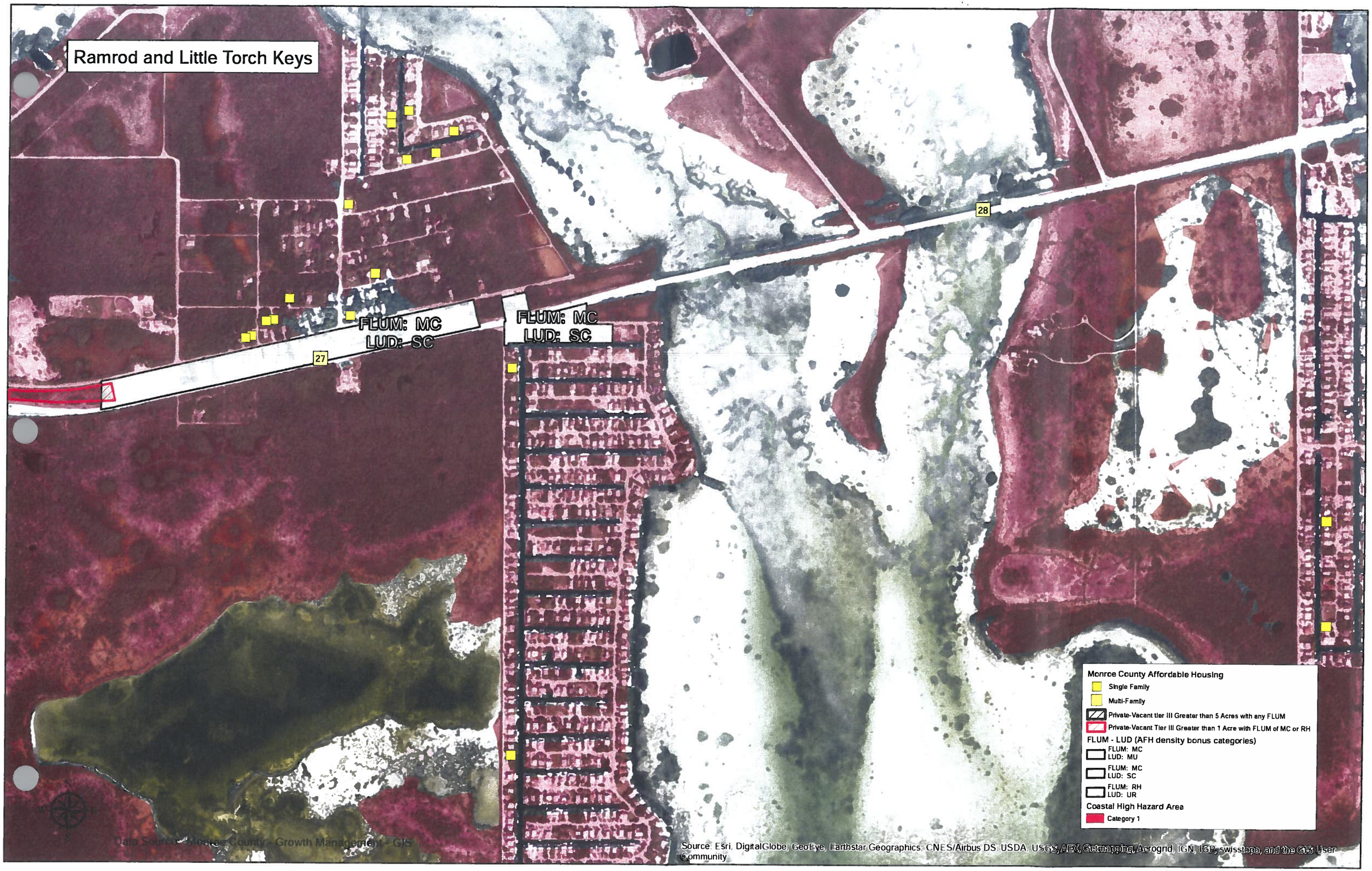
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

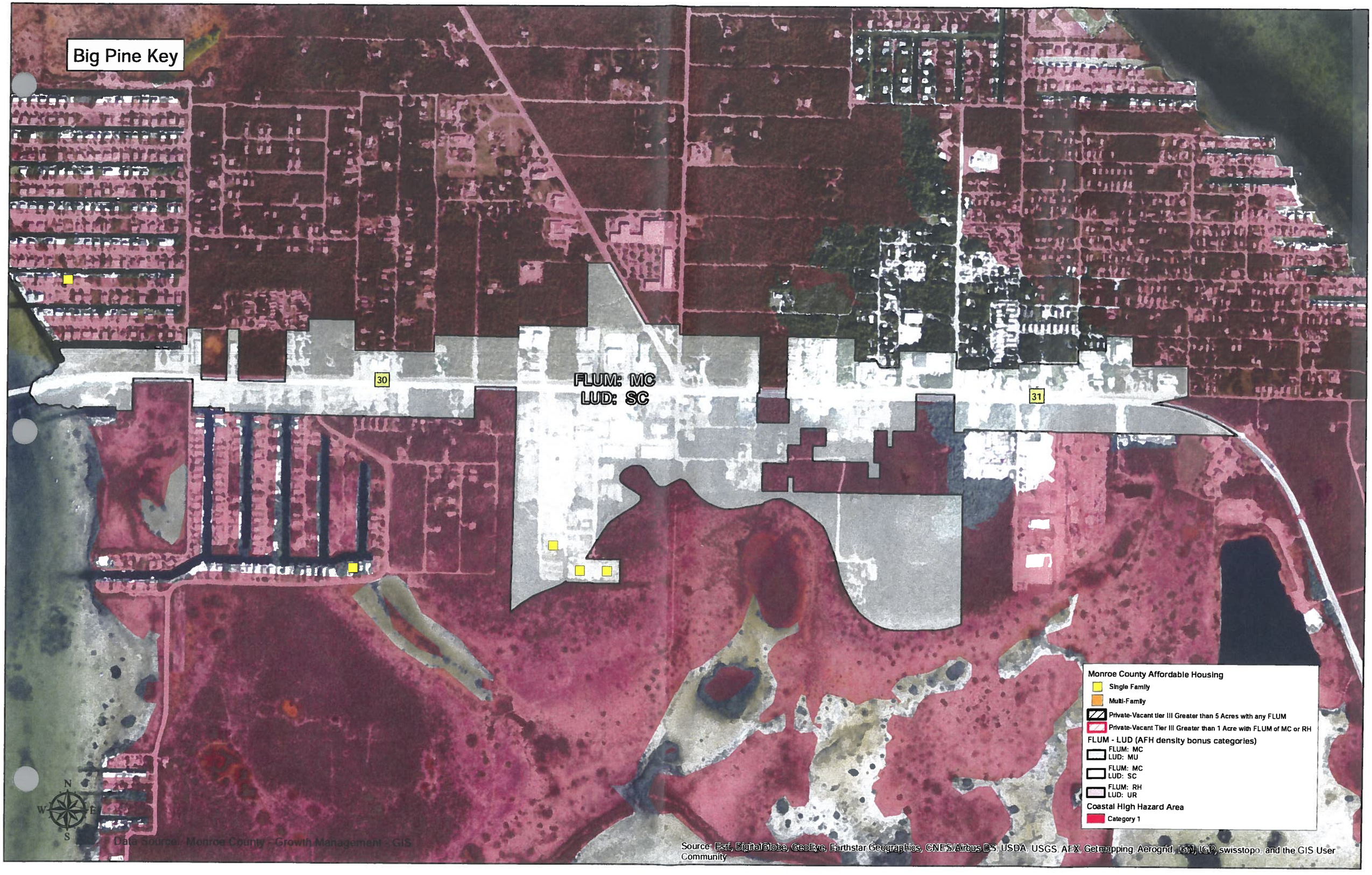

Sugarloaf Key
Monroe County Affordable Housing
Single Family
Multi-Family
Private-Vacant tier III Greater than 5 Acres with any FLUM
Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH
FLUM - LUD (AFH density bonus categories)
FLUM: MC
LUD: MU
FLUM: MC
LUD: SC
FLUM: RH
LUD: UR
Coastal High Hazard Area
Category 1
N
W
E
S
Data Source: Monroe County - Growth Management - GIS
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community


Cudjoe Key
FLUM: MC
LUD: SC
21
22
FLUM: MC
LUD: SC
Monroe County Affordable Housing
Single Family
Multi-Family
Private-Vacant tier III Greater than 5 Acres with any FLUM
Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH
FLUM - LUD (AFH density bonus categories)
FLUM: MC
LUD: MU
FLUM: MC
LUD: SC
FLUM: RH
LUD: UR
Coastal High Hazard Area
Category 1
Data Source: Monroe County - Growth Management - GIS
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Cudjoe Key
FLUM: MC
LUD: SC
23
FLUM: MC
LUD: SC
Monroe County Affordable Housing
Single Family
Multi-Family
Private-Vacant tier III Greater than 5 Acres with any FLUM
Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH
FLUM - LUD (AFH density bonus categories)
FLUM: MC
LUD: MU
FLUM: MC
LUD: SC
FLUM: RH
LUD: UR
Coastal High Hazard Area
Category 1
N
W
E
S
Data Source: Monroe County - Growth Management - GIS
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Summerland Key
24
25
Langston/Wright
7 Units
FLUM: MC
LUD: SC
Monroe County Affordable Housing
Single Family
Multi-Family
Private-Vacant tier III Greater than 5 Acres with any FLUM
Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH
FLUM - LUD (AFH density bonus categories)
FLUM: MC
LUD: MU
FLUM: MC
LUD: SC
FLUM: RH
LUD: UR
Coastal High Hazard Area
Category 1
N
W
E
S
Data Source: Monroe County - Growth Management - GIS
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community


Ramrod and Little Torch Keys
FLUM: MC
LUD: SC
27
FLUM: MC
LUD: SC
28
Monroe County Affordable Housing
Single Family
Multi-Family
Private-Vacant tier III Greater than 5 Acres with any FLUM
Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH
FLUM - LUD (AFH density bonus categories)
FLUM: MC
LUD: MU
FLUM: MC
LUD: SC
FLUM: RH
LUD: UR
Coastal High Hazard Area
Category 1
Data Source: Monroe County - Growth Management - GIS
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community


Big Pine Key
30
31
FLUM: MC
LUD: SC
Monroe County Affordable Housing
Single Family
Multi-Family
Private-Vacant tier III Greater than 5 Acres with any FLUM
Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH
FLUM - LUD (AFH density bonus categories)
FLUM: MC
LUD: MU
FLUM: MC
LUD: SC
FLUM: RH
LUD: UR
Coastal High Hazard Area
Category 1
N
W
E
S
Data Source: Monroe County - Growth Management - GIS
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Tavernier

Blue Water
36 Units

FLUM: MC
LUD: SC

92

FLUM: MC
LUD: MU

Monroe County Affordable Housing
- Single Family
- Multi-Family
- Private-Vacant tier III Greater than 5 Acres with any FLUM
- Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH

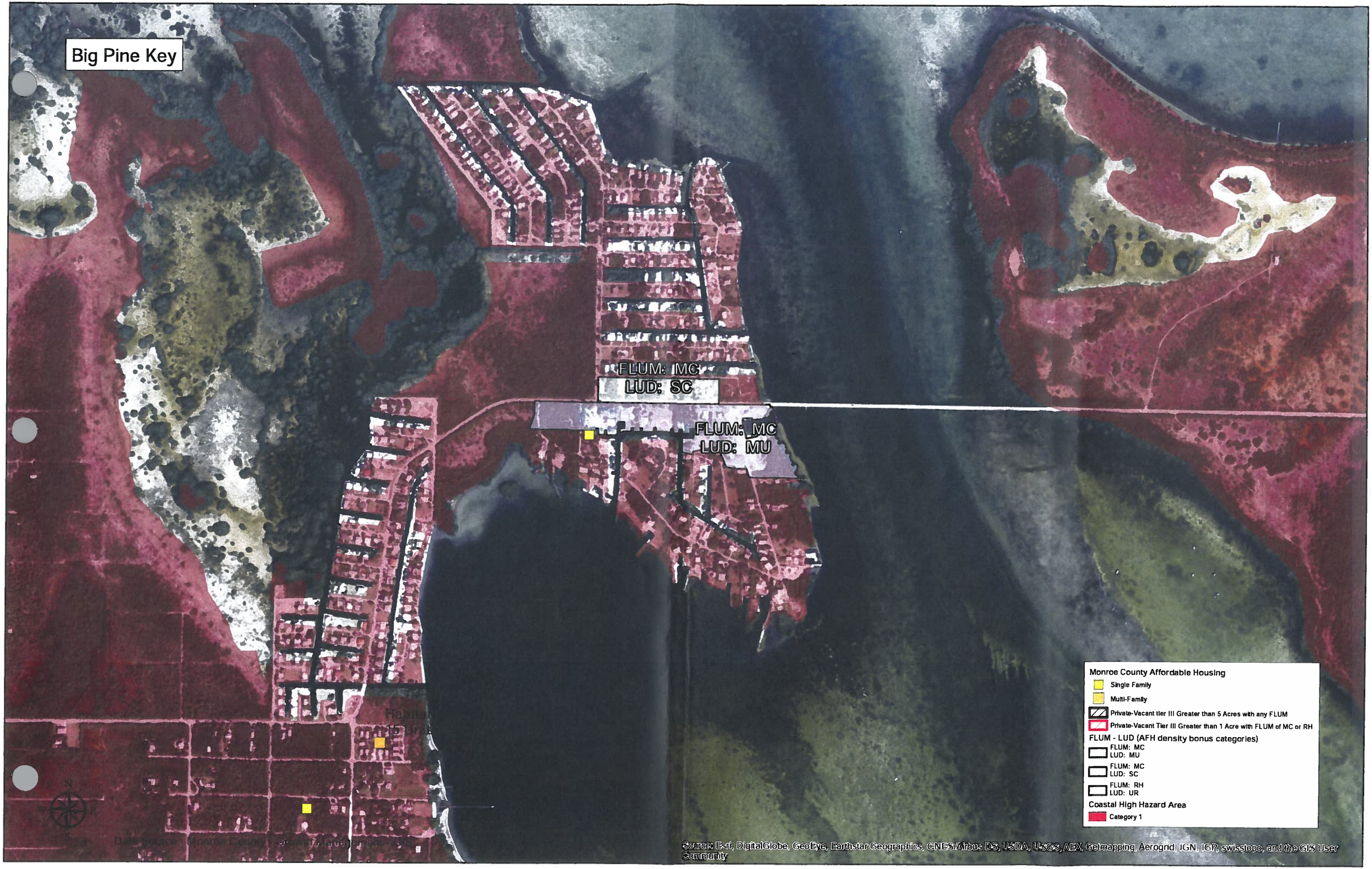
FLUM - LUD (AFH density bonus categories)
- FLUM: MC LUD: MU
- FLUM: MC LUD: SC
- FLUM: RH LUD: UR

Coastal High Hazard Area
- Category 1

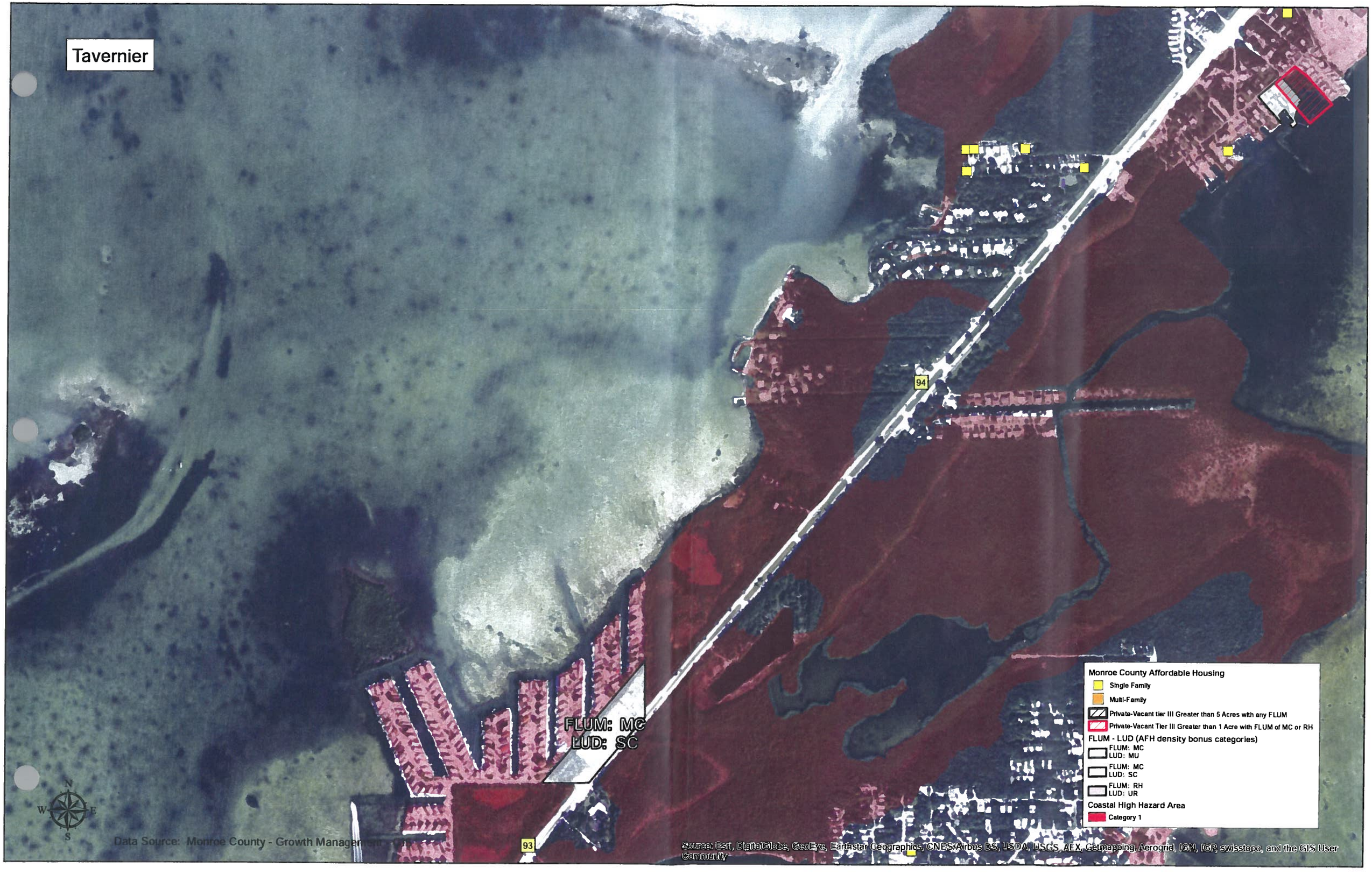
Data Source: Monroe County, Growth Management, GIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Middle and Little Torch Keys
Monroe County Affordable Housing
Single Family
Multi-Family
Private-Vacant tier III Greater than 5 Acres with any FLUM
Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH
FLUM - LUD (AFH density bonus categories)
FLUM: MC
LUD: MU
FLUM: MC
LUD: SC
FLUM: RH
LUD: UR
Coastal High Hazard Area
Category 1
N
W
E
S
Data Source: Monroe County - Growth Management - GIS
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community


Big Pine Key
FLUM: MC
LUD: SC
FLUM: MC
LUD: MU
Monroe County Affordable Housing
Single Family
Multi-Family
Private-Vacant tier III Greater than 5 Acres with any FLUM
Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH
FLUM - LUD (AFH density bonus categories)
FLUM: MC
LUD: MU
FLUM: MC
LUD: SC
FLUM: RH
LUD: UR
Coastal High Hazard Area
Category 1
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Duck Key
61
Monroe County Affordable Housing
Single Family
Multi-Family
Private-Vacant tier III Greater than 5 Acres with any FLUM
Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH
FLUM - LUD (AFH density bonus categories)
FLUM: MC
LUD: MU
FLUM: MC
LUD: SC
FLUM: RH
LUD: UR
Coastal High Hazard Area
Category 1
N
W
E
S
Data Source: Monroe County - Growth Management - GIS
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community


Tavernier
94
FLUM: MC
LUD: SC
93
N
W
E
S
Monroe County Affordable Housing
Single Family
Multi-Family
Private-Vacant tier III Greater than 5 Acres with any FLUM
Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH
FLUM - LUD (AFH density bonus categories)
FLUM: MC
LUD: MU
FLUM: MC
LUD: SC
FLUM: RH
LUD: UR
Coastal High Hazard Area
Category 1
Data Source: Monroe County - Growth Management
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Key Largo

FLUM: MC
LUD: SC

96

FLUM: MC
LUD: SC

95

N
W
E
S

Data Source: Monroe County - Growth Management - GIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Monroe County Affordable Housing

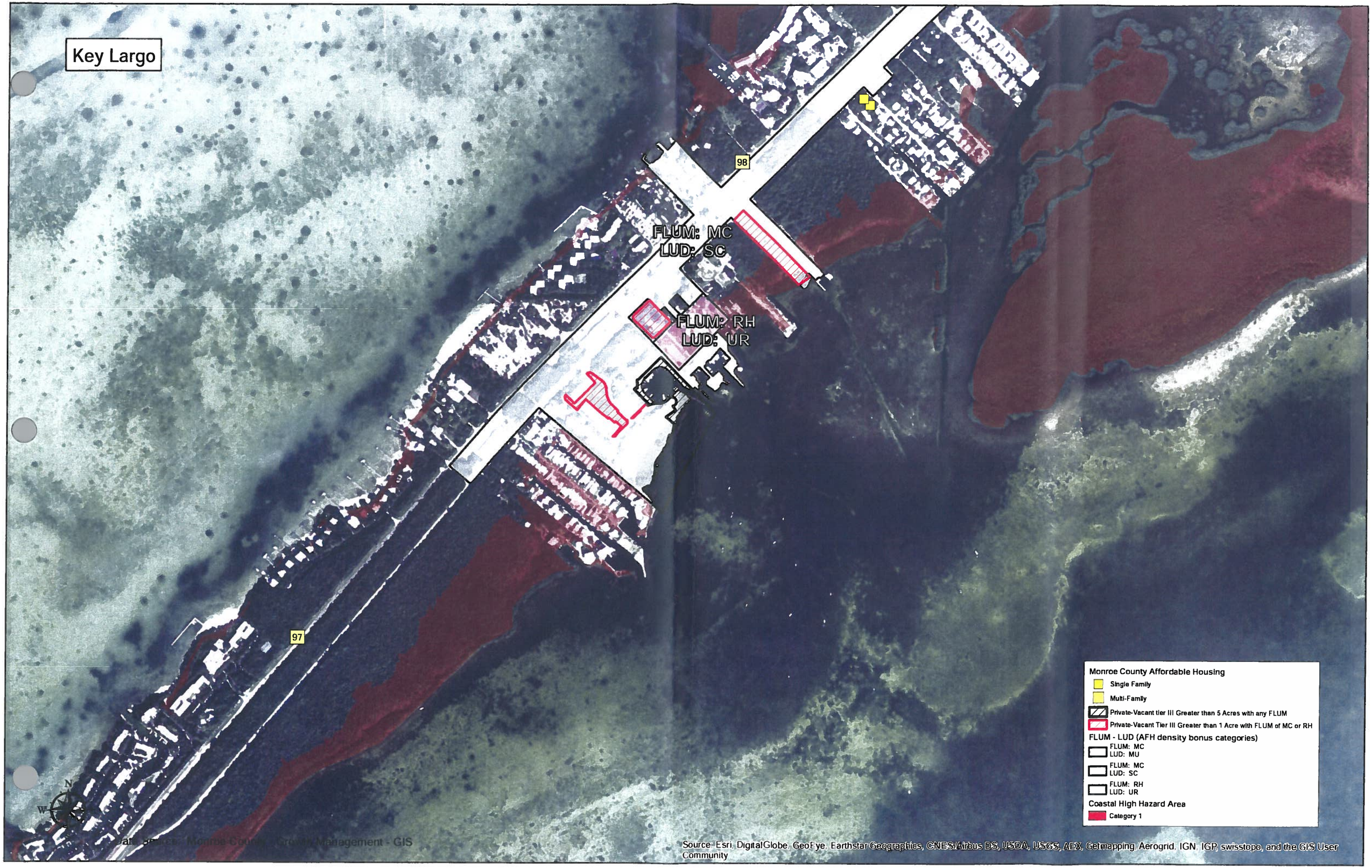
- Single Family
- Multi-Family
- Private-Vacant tier III Greater than 5 Acres with any FLUM
- Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH

FLUM - LUD (AFH density bonus categories)

- FLUM: MC LUD: MU
- FLUM: MC LUD: SC
- FLUM: RH LUD: UR

Coastal High Hazard Area

- Category 1


Key Largo
98
97
FLUM: MC
LUD: SC
FLUM: RH
LUD: UR
Monroe County Affordable Housing
Single Family
Multi-Family
Private-Vacant tier III Greater than 5 Acres with any FLUM
Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH
FLUM - LUD (AFH density bonus categories)
FLUM: MC
LUD: MU
FLUM: MC
LUD: SC
FLUM: RH
LUD: UR
Coastal High Hazard Area
Category 1
N
W
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Key Largo

100

FLUM: MC
LUD: SC

99

Harbor Shores: Habitat for Humanity
5 Units

Monroe County Affordable Housing
- Single Family
- Multi-Family
- Private-Vacant tier III Greater than 5 Acres with any FLUM
- Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH

FLUM - LUD (AFH density bonus categories)
- FLUM: MC LUD: MU
- FLUM: MC LUD: SC
- FLUM: RH LUD: UR

Coastal High Hazard Area
- Category 1

Data Source: Monroe County - Growth Management - GIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Key Largo

FLUM: MC
LUD: SC

FLUM: MC
LUD: SC

FLUM: MC
LUD: SC

FLUM: MC
LUD: SC

Tradewinds Hammocks
81 Units

Mainport Apartments
Units

101

Monroe County Affordable Housing
- Single Family
- Multi-Family
- Private-Vacant tier III Greater than 5 Acres with any FLUM
- Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH

FLUM - LUD (AFH density bonus categories)
- FLUM: MC LUD: MU
- FLUM: MC LUD: SC
- FLUM: RH LUD: UR

Coastal High Hazard Area
- Category 1

Data Source: Monroe County - Growth Management - GIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Key Largo

FLUM: RH
LUD: UR

103

FLUM: MC
LUD: SC

102

Monroe County Affordable Housing
- Single Family
- Multi-Family
- Private-Vacant tier III Greater than 5 Acres with any FLUM
- Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH

FLUM - LUD (AFH density bonus categories)
- FLUM: MC LUD: MU
- FLUM: MC LUD: SC
- FLUM: RH LUD: UR

Coastal High Hazard Area
- Category 1

Data Source: Monroe County - Growth Management - GIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Key Largo

FLUM: MC
LUD: MU

105

FLUM: RH
LUD: UR

FLUM: MC
LUD: MU

104

Monroe County Affordable Housing

- Single Family
- Multi-Family
- Private-Vacant tier III Greater than 5 Acres with any FLUM
- Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH

FLUM - LUD (AFH density bonus categories)

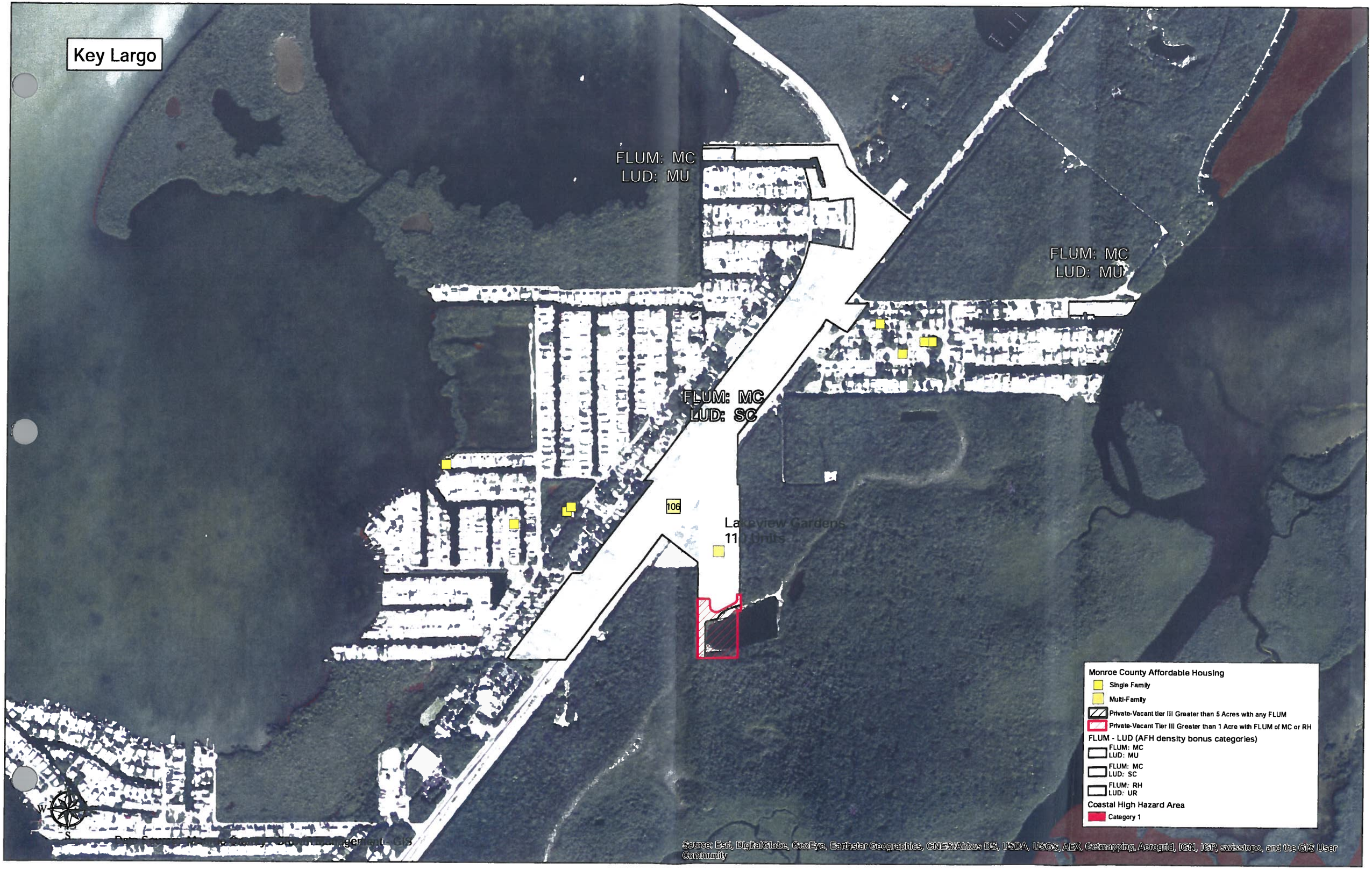
- FLUM: MC LUD: MU
- FLUM: MC LUD: SC
- FLUM: RH LUD: UR

Coastal High Hazard Area

- Category 1

Data Source: Monroe County - Growth Management - GIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community


Key Largo
FLUM: MC
LUD: MU
FLUM: MC
LUD: MU
FLUM: MC
LUD: SC
106
Lakeview Gardens
11 Units
Monroe County Affordable Housing
Single Family
Multi-Family
Private-Vacant tier III Greater than 5 Acres with any FLUM
Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH
FLUM - LUD (AFH density bonus categories)
FLUM: MC
LUD: MU
FLUM: MC
LUD: SC
FLUM: RH
LUD: UR
Coastal High Hazard Area
Category 1
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Key Largo

Monroe County Affordable Housing
- Single Family
- Multi-Family
- Private-Vacant tier III Greater than 5 Acres with any FLUM
- Private-Vacant Tier III Greater than 1 Acre with FLUM of MC or RH

FLUM - LUD (AFH density bonus categories)
- FLUM: MC LUD: MU
- FLUM: MC LUD: SC
- FLUM: RH LUD: UR

Coastal High Hazard Area
- Category 1

Data Source: Monroe County - Growth Management - GIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Exhibit 9 to Staff Report
Trip Generation Analysis

# KBP CONSULTING, INC.

## MEMORANDUM

**To:** Barton W. Smith, Esq.
Smith Oropeza, P.L.

**From:** Karl Peterson, P.E.

**Date:** August 11, 2014

**Subject:** Rockland FLUM – Rockland Key, Florida
Trip Generation Analysis

---

Pursuant to our teleconference on Monday, July 28, 2014 we have conducted the additional trip generation analyses for the various permitted uses and land use categories. The results of these analyses are summarized below and on the following pages.

| | | |
|---|---|---|
| **Parcel Information:** | MCF to MC | 2.50 acres |
| | I to MC | 12.33 acres |
| | I to COMM | 29.59 acres |
| | **Total** | **44.42 acres or 1,934,935 square feet** |

**Trip Generation:** **ITE *Trip Generation Manual (9th Edition)***

*All daily trip calculations are based upon average rates as requested by the County's traffic engineering consultant.*

**Trip Differential:** Based upon the foregoing trip generation analyses, the maximum trip generation potential associated with the existing land use categories is 84,367 vehicle trips per day. The maximum trip generation associated with the proposed land use categories is 76,434 vehicle trips per day. The result of the proposed land use plan amendment is a trip generation reduction of 7,933 vehicle trips per day.

8400 North University Drive, Suite 309, Tamarac, Florida 33321
Tel: (954) 560-7103 Fax: (954) 582-0989

| Land Use MC/F FLUM (Monroe County Comprehensive Plan) | Max. Allowed (0.4 FAR Max.) | # of Potential Daily Trips (ITE Trip Gen. - 9th Edition) |
|---|---|---|
| Industrial (light) | 43,560.00 | 304 |
| Industrial (heavy) | 43,560.00 | 65 |
| Marinas (acres) | 2.50 | 52 |
| Commercial Fishing (acres) | 2.50 | 17 |
| Manufacturing | 43,560.00 | 166 |
| Commercial Retail | 43,560.00 | 1,860 |
| Residential (DU) | 2 | 13 |
| Public (Govt Office) | 43,560.00 | 1,216 |
| **Institutional** | | |
| Elementary School | 43,560.00 | 672 |
| Middle/Jr. High School | 43,560.00 | 600 |
| Jr./Community College | 43,560.00 | 1,197 |
| Church | 43,560.00 | 397 |
| Day Care Center | 43,560.00 | 3,226 |
| Cemetery (acres) | 2.50 | 12 |
| Library | 43,560.00 | 2,450 |
| Hospital | 43,560.00 | 576 |

| Land Use MU FLUM (Monroe County Comprehensive Plan) | Max. Allowed (0.60 FAR Max.) | # of Potential Daily Trips (ITE Trip Gen. - 9th Edition) |
|---|---|---|
| Industrial (light) | 65,340.00 | 455 |
| Commercial Fishing (acres) | 2.50 | 17 |
| Manufacturing | 65,340.00 | 250 |
| Office | 65,340.00 | 721 |
| Commercial Retail | 65,340.00 | 2,790 |
| Residential (DU) | 2 | 13 |
| Public (Govt Office) | 65,340.00 | 1,824 |
| **Institutional** | | |
| Elementary School | 65,340.00 | 1,008 |
| Middle/Jr. High School | 65,340.00 | 900 |
| Jr./Community College | 65,340.00 | 1,796 |
| Church | 65,340.00 | 595 |
| Day Care Center | 65,340.00 | 4,839 |
| Cemetery (acres) | 2.50 | 12 |
| Library | 65,340.00 | 3,675 |
| Hospital | 65,340.00 | 864 |

**Parcel Trip Differential:** +1,613 daily vehicle trips

| Land Use I FLUM (Monroe County Comprehensive Plan) | Max. Allowed (0.6 FAR Max.) | # of Potential Daily Trips (ITE Trip Gen. - 9th Edition) |
|---|---|---|
| Industrial (light) | 322,256.88 | 2,246 |
| Industrial (heavy) | 322,256.88 | 483 |
| Commercial Fishing (acres) | 12.33 | 86 |
| Manufacturing | 322,256.88 | 1,231 |
| Office | 322,256.88 | 3,554 |
| Commercial Retail (max of 5,000 sf per parcel) | 161,128.44 | 6,880 |
| Residential (DU) | 12 | 80 |
| Public (Govt Office) | 322,256.88 | 8,997 |
| **Institutional** | | |
| Elementary School | 322,256.88 | 4,972 |
| Middle/Jr. High School | 322,256.88 | 4,441 |
| Jr./Community College | 322,256.88 | 8,859 |
| Church | 322,256.88 | 2,936 |
| Day Care Center | 322,256.88 | 23,866 |
| Cemetery (acres) | 12.33 | 58 |
| Library | 322,256.88 | 18,124 |
| Hospital | 322,256.88 | 4,260 |

| Land Use MU FLUM (Monroe County Comprehensive Plan) | Max. Allowed (0.60 FAR Max.) | # of Potential Daily Trips (ITE Trip Gen. - 9th Edition) |
|---|---|---|
| Industrial (light) | 322,256.88 | 2,246 |
| Commercial Fishing (acres) | 12.33 | 86 |
| Manufacturing | 322,256.88 | 1,231 |
| Office | 322,256.88 | 3,554 |
| Commercial Retail | 322,256.88 | 13,760 |
| Residential (DU) | 12 | 80 |
| Public (Govt Office) | 322,256.88 | 8,997 |
| **Institutional** | | |
| Elementary School | 322,256.88 | 4,972 |
| Middle/Jr. High School | 322,256.88 | 4,441 |
| Jr./Community College | 322,256.88 | 8,859 |
| Church | 322,256.88 | 2,936 |
| Day Care Center | 322,256.88 | 23,866 |
| Cemetery (acres) | 12.33 | 58 |
| Library | 322,256.88 | 18,124 |
| Hospital | 322,256.88 | 4,260 |

**Parcel Trip Differential:** 0 daily vehicle trips

| Land Use I FLUM (Monroe County Comprehensive Plan) | Max. Allowed (0.60 FAR Max.) | # of Potential Daily Trips (ITE Trip Gen. - 9th Edition) |
|---|---|---|
| Industrial (light) | 773,364.24 | 5,390 |
| Industrial (heavy) | 773,364.24 | 1,160 |
| Commercial Fishing (acres) | 29.59 | 206 |
| Manufacturing | 773,364.24 | 2,954 |
| Office | 773,364.24 | 8,530 |
| Commercial Retail (max of 5,000 sf per parcel) | 386,682.12 | 16,511 |
| Residential (DU) | 29 | 193 |
| Public (Govt Office) | 773,364.24 | 21,592 |
| **Institutional** | | |
| Elementary School | 773,364.24 | 11,933 |
| Middle/Jr. High School | 773,364.24 | 10,657 |
| Jr./Community College | 773,364.24 | 21,260 |
| Church | 773,364.24 | 7,045 |
| Day Care Center | 773,364.24 | 57,275 |
| Cemetery (acres) | 29.59 | 140 |
| Library | 773,364.24 | 43,494 |
| Hospital | 773,364.24 | 10,224 |

| Land Use COMM FLUM (Monroe County Comprehensive Plan) | Max. Allowed (0.50 FAR Max.) | # of Potential Daily Trips (ITE Trip Gen. - 9th Edition) |
|---|---|---|
| Industrial (light) | 644,470.20 | 4,492 |
| Office | 644,470.20 | 7,109 |
| Commercial Retail | 644,470.20 | 27,519 |
| Residential (DU) | 0 | 0 |
| Public (Govt Office) | 644,470.20 | 17,994 |
| **Institutional** | | |
| Elementary School | 644,470.20 | 9,944 |
| Middle/Jr. High School | 644,470.20 | 8,881 |
| Jr./Community College | 644,470.20 | 17,716 |
| Church | 644,470.20 | 5,871 |
| Day Care Center | 644,470.20 | 47,729 |
| Cemetery (acres) | 29.59 | 140 |
| Library | 644,470.20 | 36,245 |
| Hospital | 644,470.20 | 8,520 |

**Parcel Trip Differential:** -9,546 daily vehicle trips

**Creech-Gail**

**From:** Arrieta, John <john.arrieta@urs.com>
**Sent:** Tuesday, August 12, 2014 2:42 PM
**To:** Koconis-Ed
**Cc:** Santamaria-Mayte; Smith-Patricia; Haberman-Joe
**Subject:** RE: Revised Trip Generation

Hello Ed,

Yes, I concur with your statement below regarding the impact of the maximum FAR application in the trip generation. The trip generation analysis indicates a maximum potential trip generation reduction of 7,933 vehicle trips per day.

Thank you,

**John Arrieta, P.E., PTOE**
Senior Traffic Engineer/Transportation Planner
**URS Corporation Southern**
7800 Congress Avenue, Suite 200
Boca Raton, FL 33487-1350
Office: 561.994.6500
Direct: 561.862.1113
Fax: 561.994.6524

**From:** Koconis-Ed [mailto:Koconis-Ed@MonroeCounty-FL.Gov]
**Sent:** Tuesday, August 12, 2014 9:58 AM
**To:** Arrieta, John
**Cc:** Santamaria-Mayte; Smith-Patricia; Haberman-Joe
**Subject:** FW: Revised Trip Generation

John,

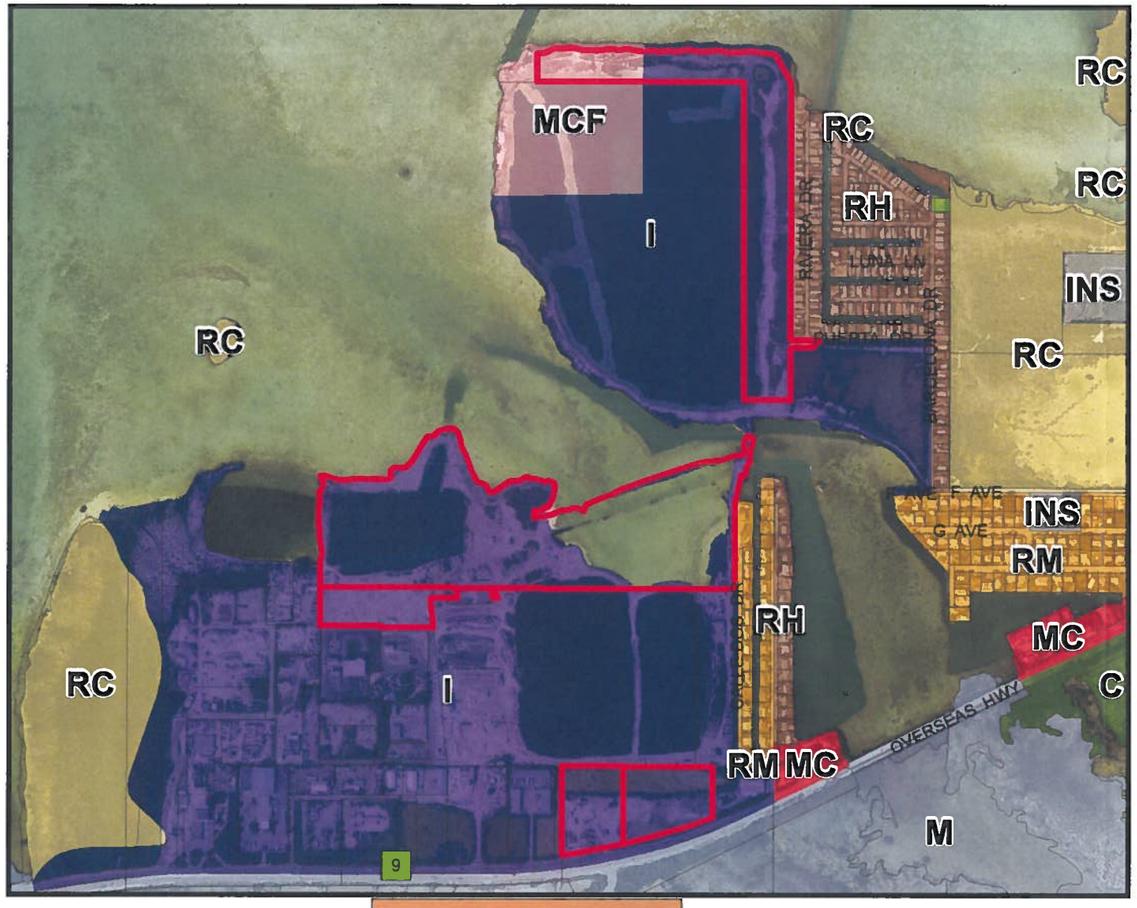
Please see attached. The differences from the previous August 5h version is that in this version the maximum FAR is used for all uses. The conclusion is that the same uses are the maximum trip generators. Only the last page which has 29.59 acres going from the Industrial FLUM category to the Commercial FLUM category has a change that affects the total trips. That being that the Commercial FLUM now correctly calculates the trip generation from a 0.50 FAR rather than 0.40 FAR previously, which results in the trip change from a -19,091 daily trips to -9,546 daily trips for this FLUM change and an overall change in trip generation from -17,478 daily trips to -7,933 daily trips inclusive of the entire application.

Please confirm your agreement with the analysis. Thank you.

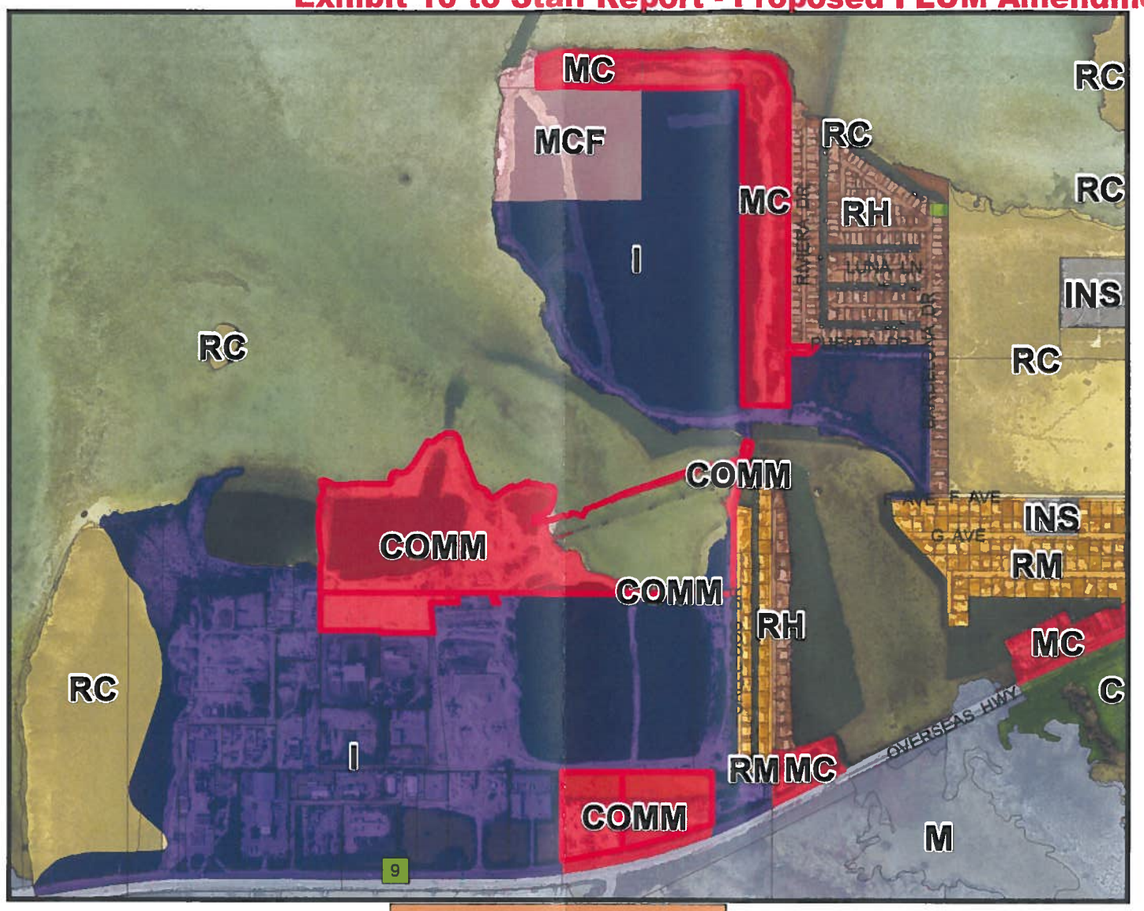
Ed

**Ed Koconis, AICP**
Growth Management Permit Manager
102050 Overseas Highway
Key Largo, FL 33037
Office: 305.453.8727
E-mail: Koconis-Ed@MonroeCounty-FL.Gov

# Monroe County Future Land Use Amendment

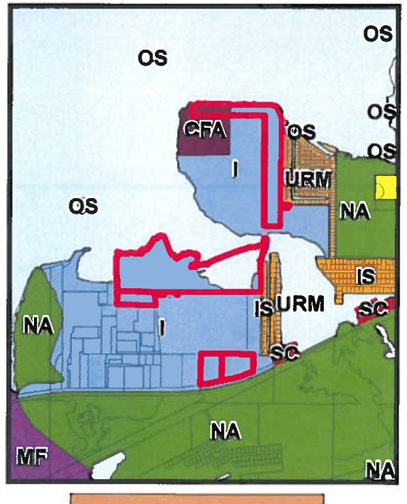



Existing Conditions

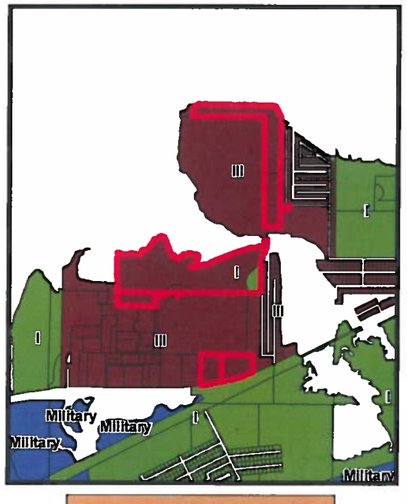



Proposed Conditions

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: Rockland Key Mile Marker: 9 Map Amendment #:_____

Acreage: Total: 79.6 Upland: 45.1 Land Use District Map #: 553 & 554

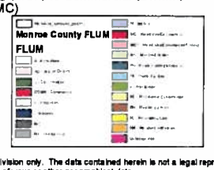
Ordinance No.: _____

Date of Adoption: _____

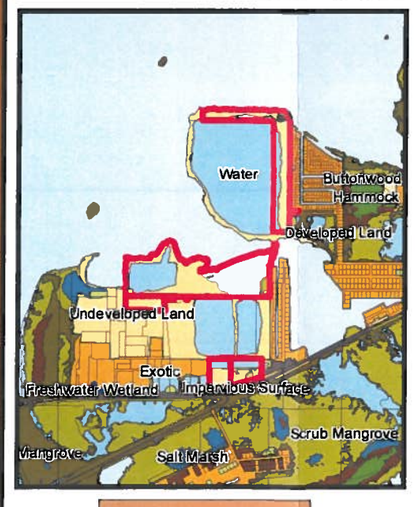
Proposal: Future Land Use change of six parcels from Industrial (I) and Mixed Use/Commercial Fishing (MCF) to Commercial (COMM) and Mixed Use/Commercial (MC)

Property Description:

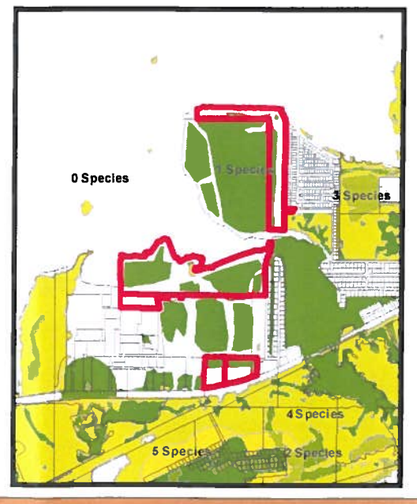
RE Numbers: 00120940-000100, 00122080-000000, 00122081-000200, 00122010-000000, and 00121990-000000




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

Exhibit 11 to Staff Report
Applicant's revised Subarea Policy

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least ~~30~~5% median and~~,~~ at least ~~30~~20% a combination of low~~, and at least~~ and ~~30%~~ very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. There shall be no non-residential uses. Accessory uses to the residential development such as a club house or recreational activities are permitted.
3. No market rate or transient residential units shall be permitted.
~~3. There shall be no new marinas.~~
4. There shall be no dredging.
~~5. There shall be no light industrial uses.~~
~~6~~4. All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.
~~7~~5. No residential buildings shall be located within the 70-74 DNL.
6. Any development located within the Big Coppitt Mixed Use Area 1 shall not utilize Puerta Drive for ingress and egress.
~~8. All habitable buildings located within the 70-74 DNL noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 30 decibels.~~

The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:…

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM SUMMARY**

Meeting Date: February 10, 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 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)

**ITEM BACKGROUND:** The applicant has applied for a corresponding Future Land Use Map (FLUM) amendment for the subject parcels from MCF and I to COMM and MC. The BOCC transmitted the draft ordinance for the proposed FLUM amendment 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 3/23/2015. The ORC report identified objections regarding increased potential residential development on the Big Coppitt portion of the property, and pointed out that although the applicant claims the proposed FLUM amendment will provide some relief to the affordable housing shortage currently faced by the County, there is no guarantee the site will be used for affordable housing.

In response to the ORC, the applicant prepared a revised proposal for the FLUM amendment based on the ORC report; additional data and analysis, including excerpts from the Monroe County Year 2030 Technical Document, the County's 2015 Workforce Housing Stakeholder Assessment Report, Key West's Affordable Housing White Paper dated September 14, 2015, and the requirements of Florida law. The revised proposal requested the same FLUM amendment from MCF and I to MC and COMM, but also included a Comprehensive Plan text amendment, to be adopted simultaneously to respond to the ORC objection, establishing a subarea policy for the Big Coppitt portion of the property restricting any residential use on the subject property to only affordable housing. Staff had also recommended including the following restrictions to the proposed subarea policy: restricting any residential use on the subject property to affordable housing only (with a minimum mix of at least 30% median, at least 30% low, and at least 30% very low income categories); eliminating all potential for market rate permanent residential and/or transient uses on the site; prohibiting new marinas; prohibiting dredging; prohibiting light industrial uses; prohibiting residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and requiring sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours. The proposed FLUM amendment and subarea policy were scheduled to be considered by the BOCC for adoption at the November 17, 2015 meeting.

The public hearing on November 17, 2015 for above described FLUM and subarea policy was continued to the February 10, 2016 BOCC meeting because the applicant did not agree with the staff recommendation on the mix of affordable housing income categories (mix of at least 30% median, at least 30% low, and at least 30% very low income categories).

On January 11, 2016, the applicant provided a revised subarea proposal (included in staff report and draft ordinance) indicating an alternative for the mix of affordable housing income categories (5% median, 20% low and very low combined and 75% moderate income categories) and included other amendments in an effort to address concerns from the surrounding community members. The applicant also held a community meeting on January 14, 2016 to offer information on the proposal and hear the

surrounding community's concerns/input. Staff attended the community meeting to listen to the public input.

Based upon the applicant's concern of obtaining financing to develop an affordable housing project with a majority of the units as the lower income categories and the surrounding community members expressed concern with having a large composition of the lower income categories adjacent to their neighborhood, staff recommends a few edits to the applicant's proposal. Staff recommends, in an effort to provide for the existing workforce, an increase of the proposed median income category (highest income group of the lower income groups) to provide for a little more mix in affordable housing income categories. The suggestion would result in a mix of 10% median, 20% low and very low combined and 70% moderate income categories.

The proposed Zoning map amendment is necessary to be consistent with the proposed FLUM amendment. Note, Florida Statute Sections 163.3194 and 163.3201 require land development regulations to be consistent with and implement the Comprehensive Plan.

**PREVIOUS RELEVANT BOCC ACTION:**
On December 10, 2014, at a regularly scheduled meeting, the Board of County Commissioners (BOCC) adopted Resolution #375-2014, transmitting to the state land planning agency an ordinance amending the FLUM for the subject property from MCF and I to COMM and MC.

On November 17, 2015, at a regularly scheduled meeting, the Board of County Commissioners continued the public hearing for the proposed zoning amendment from CFA and I to COMM and MU (and the corresponding FLUM & subarea policy) to February 10, 2016.

**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 Atty SCW 11/06 OMB/Purchasing ____ Risk Management _____

**DOCUMENTATION:** Included __X__ Not Required___

**DISPOSITION:**_____ **AGENDA ITEM #**_____

**ORDINANCE NO. -2016**

**AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY LAND USE DISTRICT (ZONING) MAP FROM INDUSTRIAL (I) AND COMMERCIAL FISHING AREA (CFA) TO MIXED USE (MU), FOR PROPERTY LOCATED AT APPROXIMATE MILE MARKER 9, DESCRIBED AS A PARCEL OF LAND IN SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST, BIG COPPITT KEY, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER 00120940.000100, AND FROM INDUSTRIAL (I) TO COMMERCIAL 2 (C2) FOR PROPERTY LOCATED AT APPROXIMATE MILE MARKER 9, DESCRIBED AS FOUR PARCELS OF LAND IN SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST, ROCKLAND KEY, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS 00122080.000000, 00122081.000200, 00122010.000000 AND 00121990.000000, AS PROPOSED BY ROCKLAND OPERATIONS, LLC AND ROCKLAND COMMERCIAL CENTER, INC.; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR AMENDMENT TO THE LAND USE DISTRICT (ZONING) MAP; PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, on January 12, 2015, Rockland Operations, LLC and Rockland Commercial Center, Inc. submitted a letter requesting to update and process an application submitted on May 18, 2012 for a Land Use District (Zoning) map amendment from Industrial (I) and Commercial Fishing Area (CFA) to Commercial 2 (C2) and Mixed Use (MU) for five (5) parcels located on Rockland Key and Big Coppitt Key, having real estate numbers 00122080.000000, 00122081.000200, 00122010.000000, 00121990.000000, and 00120940.000100; and

**WHEREAS,** the applicant has submitted an application for a corresponding Future Land Use Map (FLUM) amendment for the subject parcels from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial (MC) and Commercial (COMM) and which also includes a Comprehensive Plan text amendment, to be adopted simultaneously, establishing a subarea policy for the Big Coppitt portion of the property restricting any residential use on the subject property to only affordable housing. Staff has also recommended including the following restrictions to the proposed subarea policy: restricting any residential use on the subject property to affordable housing only (with a minimum mix of at least 30% median, at least 30% low, and at least 30% very low income categories); eliminating all potential for market rate permanent

residential and/or transient uses on the site; prohibiting new marinas; prohibiting dredging; prohibiting light industrial uses; prohibiting residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and requiring sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours; and

**WHEREAS,** at a regularly scheduled meeting on 17th day of November, 2015, the BOCC continued the public hearing to consider adoption of the proposed FLUM amendment and subarea policy because the applicant did not agree with staff recommendation on the mix of affordable housing income categories (mix of at least 30% median, at least 30% low, and at least 30% very low income categories); and

**WHEREAS,** On January 11, 2016, the applicant provided a revised subarea proposal indicating an alternative for the mix of affordable housing income categories and included other amendments in an effort to address concerns from the surrounding community members; and

**WHEREAS,** based upon the applicant's concern of obtaining financing to develop an affordable housing project with a majority of the units as the lower income categories and the surrounding community members expressed concern with having a large composition of the lower income categories adjacent to their neighborhood, staff recommends in effort to provide for the existing workforce, an increase of the proposed median income category (highest income group of the lower income groups) to provide for a little more mix in affordable housing income categories. The suggestion would result in a mix of 10% median, 20% low and very low combined and 70% moderate income categories; and

**WHEREAS**, the Monroe County Development Review Committee considered the proposed Land Use District (Zoning) map amendment at a regularly scheduled meeting held on the 25th day of August, 2015; and

**WHEREAS,** the Monroe County Planning Commission held a public hearing on the 30th day of September, 2015, for review and recommendation on the proposed Land Use District (Zoning) map amendment; and

**WHEREAS**, the Monroe County Planning Commission adopted Resolution No. P31-15 recommending adoption of the proposed amendment; and

**WHEREAS,** at a regularly scheduled meeting on 17th day of November, 2015, the BOCC continued a public hearing to consider adoption of the proposed Land Use District (Zoning) map amendment; and

**WHEREAS,** at a regularly scheduled meeting on 10th day of February, 2016, the BOCC held a public hearing to consider adoption of the proposed Land Use District (Zoning) map amendment; and

**WHEREAS**, based upon the documentation submitted and information provided in the accompanying staff report, the BOCC makes the following Findings of Fact:

1. Prior to the 1986 adoption of the County's current land development regulations and their associated land use district maps, the subject parcels were within GU (General Use) and BU-2 (Medium Business Use) zoning districts; and

2. In 1986, a series of zoning maps, entitled the Land Use District Map, were adopted for all areas of the unincorporated county. On sheets 563 and 564 of the Land Use District Map, the subject parcels are within Commercial Fishing Area (CFA) and Industrial (I) Land Use Districts; and

3. Map amendments to the Monroe County Land Use District Map shall not be inconsistent with the provisions and intent of the Monroe County Comprehensive Plan; and

4. Monroe County Code (MCC) §102-158 states that map amendments are not intended to relieve particular hardships, nor to confer special privileges or rights on any person, nor to permit an adverse change in community character, analyzed in the Monroe County Comprehensive Plan, but only to make necessary adjustments in light of changed conditions or incorrect assumptions or determinations as determined by the findings of the BOCC; and

5. MCC §102-158(d)(5)(b) provides that one or more of the following criteria must be met for a map amendment:
   a. Changed projections (e.g., regarding public service needs) from those on which the text or boundary was based;
   b. Changed assumptions (e.g., regarding demographic trends);
   c. Data errors, including errors in mapping, vegetative types and natural features described in volume I of the plan [the Comprehensive Plan];
   d. New issues;
   e. Recognition of a need for additional detail or comprehensiveness; or
   f. Data updates; and

6. Map amendments to the Monroe County Land Use District Map shall not be inconsistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

**WHEREAS**, based upon the documentation submitted and information provided in the accompanying staff report, the Board makes the following Conclusions of Law:

1. The proposed map amendment is consistent with the provisions of the Monroe County Code:
   a. As required by MCC §102-158, the map amendment does not relieve particular hardships, nor confer special privileges or rights on any person, nor permit an adverse change in community character, as analyzed in the Monroe County Year 2010 Comprehensive Plan;
   b. As required by MCC §102-158(d)(5)b., the map amendment is needed due to changed assumptions and new issues; and

2. The proposed map amendment is consistent with the provisions and intent of the Monroe County Year 2010 Comprehensive Plan:

a. The Mixed Use (MU) and Commercial 2 (C2) Land Use (Zoning) Districts correspond with the Future Land Use Map designations of Mixed Use/Commercial (MC) and Commercial (COMM), and are consistent with the respective density and intensity standards as set forth in Policy 101.4.22;
b. The Mixed Use (MU) and Commercial 2 (C2) Land Use (Zoning) Districts are consistent with the purposes of the Mixed Use/Commercial (MC) and Commercial (COMM) Future Land Use Map designations, as set forth in Policies 101.4.5 and 101.4.21; and

3. The proposed map amendment is not inconsistent with the Principles for Guiding Development in 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 Monroe County Land Use District (Zoning) map is hereby amended as follows:

The property described as four parcels of land on Rockland Key, having Real Estate Numbers 00122080-000000, 00122081-000200, 00122010-000000, and 00121990-000000 is changed from Industrial (I) to Commercial 2 (C2), and a parcel of land on Big Coppitt Key, having real estate number 00120940-000000 is changed from Commercial Fishing Area (CFA) and Industrial (I) to Mixed Use (MU), as shown on Exhibit 1, attached hereto and incorporated herein.

The Land Use (Zoning) District map amendment is contingent on adoption and effectiveness of the corresponding FLUM amendment, including the proposed Comprehensive Plan text amendment establishing subarea Policy 107.1.6 to provide limitations on development and specific restrictions.

**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 Florida State Land Planning Agency as required by F.S. 380.05(11) and F.S. 380.0552(9).

**Section 5.** **Filing.** This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until approved by the Florida State Land Planning Agency and, if appealed, until the appeal is resolved pursuant to Chapter 120 of the Florida Statutes.

**Section 6.** **Inclusion on the Monroe County Code's Official Land Use District Map.** The provisions of this Ordinance shall be included and incorporated on to the Official Land Use District Map of Monroe County.

**Section 7.** **Effective Date.** This ordinance shall become effective as provided by law and stated above.

**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 Carruther _____
Mayor *Pro Tem* s George Neugent _____
Commissioner Danny L. Kolhage _____
Commissioner David Rice _____
Commissioner Sylvia Murphy _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
Mayor Heather Carruthers

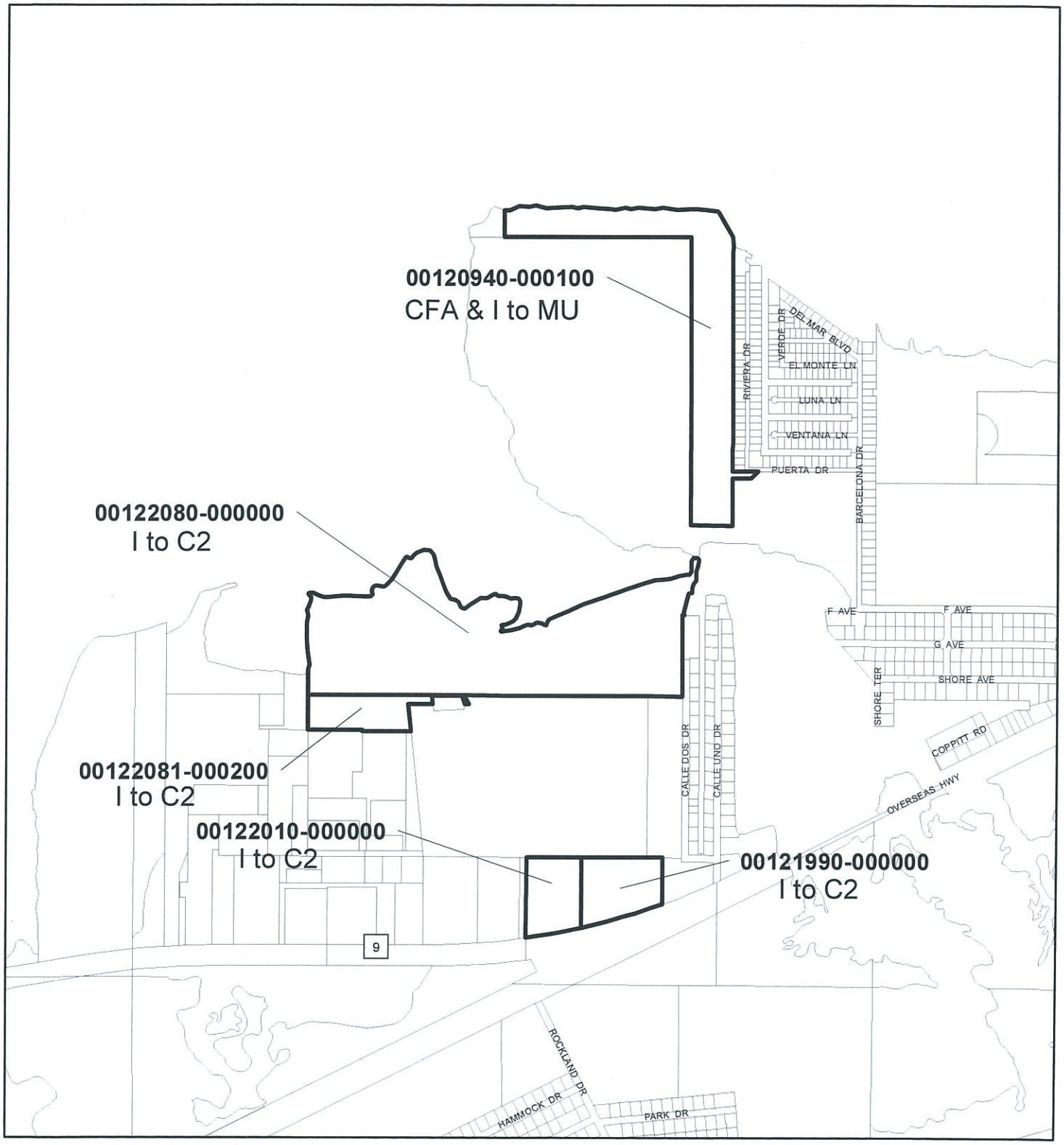
(SEAL)

ATTEST: AMY HEAVILIN, CLERK

_____
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 1/26/16

# Exhibit 1 to Ordinance# -2016




**The Monroe County Land Use Map is amended as indicated above.**

Proposal: Land Use change of five parcels of land on Rockland Key having Real Estate Numbers: 00120940-000100, 00122080-000000, 00122081-000200, 00122010-000000 and 00121990-000000 from Industrial (I) and Commercial Fishing Area (CFA) to Commercial (C2) and Mixed Use (MU).

# 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

**Date:** January 25, 2016

**Subject:** REQUEST BY ROCKLAND OPERATIONS, LLC AND ROCKLAND COMMERCIAL CENTER, INC. TO AMEND THE LAND USE DISTRICT (LUD) MAP OF THE MONROE COUNTY LAND DEVELOPMENT CODE FROM INDUSTRIAL (I) AND COMMERCIAL FISHING AREA (CFA) TO COMMERCIAL 2 (C2) AND MIXED USE (MU) FOR FIVE PARCELS LOCATED ON ROCKLAND KEY AND BIG COPPITT KEY (FILE #2012-069).

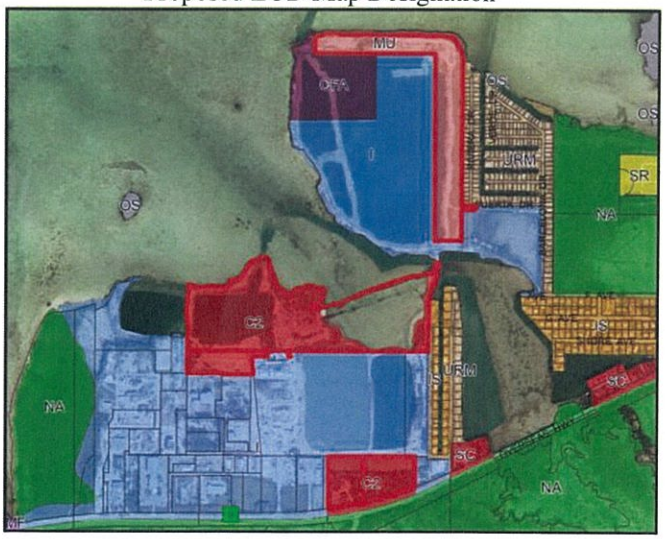
**Meeting:** **February 10, 2016 – continued from November 17, 2015**

## I. REQUEST

On January 12, 2015, Rockland Operations, LLC and Rockland Commercial Center, Inc. submitted a letter requesting to update and process an application submitted on May 18, 2012, requesting to amend the Land Use (Zoning) District (LUD) Map of the Monroe County Land Development Code from Industrial (I) and Commercial Fishing Area (CFA) to Commercial 2 (C2) and Mixed Use (MU) for five (5) parcels located on Rockland Key and Big Coppitt Key, having real estate numbers 00122080.000000, 00122081.000200, 00122010.000000, 00121990.000000, and 00120940.000100, to correspond with the Future Land Use Map (FLUM) amendment application transmitted by the Board of County Commissioners to the State of Florida Department of Economic Opportunity on December 10, 2014 (see Exhibit 1).

Existing LUD Map Designation

Proposed LUD Map Designation



## II. BACKGROUND INFORMATION

### Site Information

**Location:** MM 9-9.5, Rockland/Big Coppitt Keys, Gulf of Mexico Side
**Description:** Parcels of land within Sections 21, Township 67 South, Range 26 East, Rockland Key and Big Coppitt Key.
**Real Estate Numbers:** 00122080.000000, 00122081.000200, 00122010.000000, 00121990.000000 (Rockland Key) and 00120940.000100 (Big Coppitt Key)
**Owner/Applicant:** Rockland Operations, LLC and Rockland Commercial Center, Inc.
**Agents:** Barton Smith and Bryan Hawks of Smith Oropeza Hawks
**Size of Site:** 44.42 acres upland (1,925,787 SF)
**Land Use Districts (Zoning):** CFA & I (see Exhibit 2)
**FLUM Designation:** Mixed Use / Commercial Fishing (MCF) & Industrial (I)
**Tier Designation:** majority Tier III; small portion (half acre) Tier I
**Flood Zones:** AE - EL 10; VE - EL 12; VE - EL 14; VE - EL 16
**Existing Use:** Light industrial and vacant land.
**Existing Vegetation/Habitat:** Scarified
**Community Character of Immediate Vicinity:** Adjacent land currently has zoning designations of Industrial (I), Improved Subdivision (IS), Urban Residential-Mobile Home (URM), and Commercial Fishing Area (CFA). The surrounding area includes a mix of uses, including but not limited to: commercial, office, heavy and light industrial, storage, warehouse, residential housing and commercial fishing uses.

The Big Coppitt portion of the subject property (RE# 00120940.000100) currently has LUD (Zoning) designations of Commercial Fishing Area (CFA) and Industrial (I), and FLUM designations of Mixed Use/Commercial Fishing (MCF) and Industrial (I). The Rockland Key portion of the subject property (RE#s 00122080.000000, 00122081.000200, 00122010.000000, and 00121990.000000), currently has a LUD designation of Industrial (I) and a FLUM designation of Industrial (I).

The Big Coppitt portion of the subject property was within a GU (General Use) district prior to 1986 when it was re-designated as CFA and I (the final adoption of the LUD map was in 1992). With the adoption of the Comprehensive Plan's FLUM in 1997, the Big Coppitt portion of the subject property was given its current FLUM designations of MCF and I. The Rockland Key portion of the subject property was within GU (General Use) and BU-2 (Medium Business Use) districts prior to 1986 when it was re-designated as I (the final adoption of the LUD map was in 1992). With the adoption of the Comprehensive Plan's FLUM in 1997, the Rockland Key portion of the subject property was given its current FLUM designation of I.

According to the boundary survey provided by the applicant, the total upland area of the subject property is 44.42 acres (1,925,787 SF); 14.83 acres comprise the Big Coppitt portion of the property, and 29.59 acres comprise the Rockland Key portion of the property.

| Property Owner(s) | Real Estate Number | Property Location (Key) | Current FLUM | Proposed FLUM | Current Zoning | Tier | Land Area (upland acres per survey) |
|---|---|---|---|---|---|---|---|
| Rockland Operations, LLC | 00120940 -000100 | Big Coppitt | I & MCF | MC | I & CFA | Tier III | 14.83 |
| | | | | | | Subtotal: Big Coppitt portion of property | 14.83 acres |
| Rockland Commercial Center Inc. | 00122010 -000000 | Rockland | I | COMM | I | Tier III | 3.18 |
| Rockland Commercial Center Inc. | 00121990 -000000 | Rockland | I | COMM | I | Tier III | 3.05 |
| Rockland Operations, LLC | 00122080 -000000 | Rockland | I | COMM | I | Tier III & Tier I | 18.87 |
| Rockland Operations, LLC | 00122081 -000200 | Rockland | I | COMM | I | Tier III | 4.49 |
| | | | | | | Subtotal: Rockland Key portion of property | 29.59 acres |
| **Total Upland Acreage** | | | | | | | **44.42 acres** |

## III. PREVIOUS RELEVANT COUNTY ACTIONS

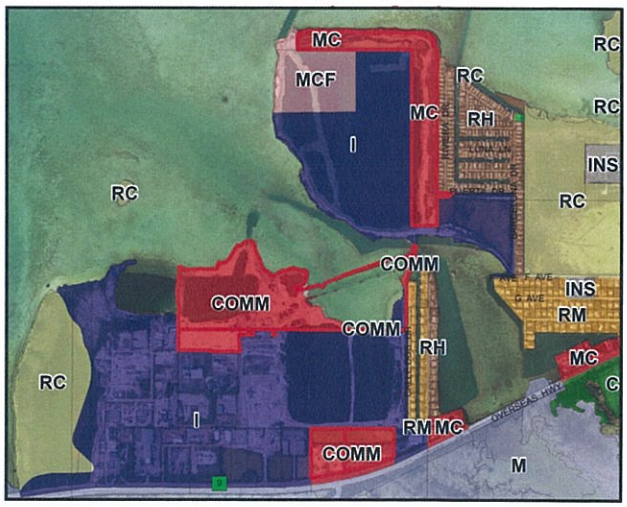
At its regularly scheduled meeting on August 25, 2015, the Monroe County Development Review Committee reviewed and discussed the proposed LUD map amendment and recommended approval, as memorialized in Resolution DRC 08-15.

At its regularly scheduled meeting on September 30, 2015, the Monroe County Planning Commission held a public hearing for review and consideration of the proposed LUD map amendment and recommended approval, as memorialized in Resolution P31-15 (Exhibit 3).

The applicant has also applied for a corresponding FLUM amendment for the subject property (File #2012-068 & 2015-114 – see Exhibit 4), which has been reviewed by the Monroe County Development Review Committee, Planning Commission, and Board of County Commissioners (BOCC) (transmittal hearing only). On December 10, 2014, at a regularly scheduled meeting, the BOCC adopted Resolution #375-2014, transmitting to the state land planning agency an ordinance amending the FLUM for the subject property from MCF and I to Mixed Use/Commercial (MC) and Commercial (COMM).

Existing FLUM Designation

Proposed FLUM Designation, as transmitted




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 report identified objections regarding increased potential residential development on the Big Coppitt portion of the property, and pointed out that although the applicant claims the proposed FLUM amendment will provide some relief to the affordable housing shortage currently faced by the County, there is no guarantee the site will be used for affordable housing. Specifically, the ORC report stated (bold formatting added):

> *The applicant makes the argument that housing in Monroe county is in short supply, the cost of that housing is too high and therefore, this amendment adds to the available affordable housing by re-designating 14.83 acres to mixed use which can accommodate a multi-family affordable housing development project of significant size.* ***However, there is***

***nothing in the amendment which provides assurance that any future residential development on this property will be for affordable housing.***

The ORC report recommended that the BOCC either not adopt the amendment, or revise the amendment to allow uses other than residential uses. 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 be September 19, 2015; however, the County has requested an extension to this deadline from DEO (as requested by the applicant). The new deadline for County action is March 15, 2016.

In response to the ORC, the applicant prepared a revised proposal for the FLUM amendment based on the ORC report; additional data and analysis, including excerpts from the Monroe County Year 2030 Technical Document (Exhibit 4), the County's 2015 Workforce Housing Stakeholder Assessment Report (Exhibit 5), Key West's Affordable Housing White Paper dated September 14, 2015 (Exhibit 6), and the requirements of Florida law. The revised proposal requested the same FLUM amendment from MCF and I to MC and COMM, but also included a Comprehensive Plan text amendment, to be adopted simultaneously to respond to the ORC objections, establishing a subarea policy for the Big Coppitt portion of the property restricting any residential use on the subject property to only affordable housing. Staff had also recommended including the following restrictions to the proposed subarea policy: restricting any residential use on the subject property to affordable housing only (with a minimum mix of at least 30% median, at least 30% low, and at least 30% very low income categories); eliminating all potential for market rate permanent residential and/or transient uses on the site; prohibiting new marinas; prohibiting dredging; prohibiting light industrial uses; prohibiting residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and requiring sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours.

The proposed text amendment to the Monroe County Year 2010 Comprehensive Plan, as presented at the November 17, 2015 public hearing reads:

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least 30% median, at least 30% low, and at least 30% very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. There shall be no market rate or transient residential units.
3. There shall be no new marinas.
4. There shall be no dredging.
5. There shall be no light industrial uses.

6. All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.
7. No residential buildings shall be located within the 70-74 DNL.
8. All habitable buildings located within the 70-74 DNL noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 30 decibels.

The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:.... [LEGAL DESCRIPTION TO FOLLOW].

The public hearing on November 17, 2015 for this item was continued to the February 10, 2016 BOCC meeting because the applicant did not agree with staff recommendation on the mix of affordable housing income categories (mix of at least 30% median, at least 30% low, and at least 30% very low income categories).

On January 11, 2016, the applicant provided a revised subarea proposal indicating an alternative for the mix of affordable housing income categories and included other amendments in an effort to address concerns from the surrounding community members (revised draft provided below and attached as Exhibit 11).

Applicant recommendation:

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least ~~30~~**5**% median~~,~~ **and** at least **a** ~~30~~**20**% **combination of** low, ~~and at least 30%~~ very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. **There shall be no nonresidential uses. Accessory uses to the residential development, such as a club house or recreational activities are permitted.**
3. There shall be no market rate or transient residential units.

~~4. **There shall be no new marinas.**~~

4.~~5.~~ There shall be no dredging.

~~**5. There shall be no light industrial uses.**~~

5.~~6.~~ All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.

6.~~7.~~ No residential buildings shall be located within the 70-74 DNL.

7. **Any development located within the Big Coppitt Mixed Use Area 1 shall not utilize Puerta Drive for ingress and egress.**

~~**8. All habitable buildings located within the 70-74 DNL noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 30 decibels.**~~

The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:….

Additionally, the applicant held a community meeting on January 14, 2016 to offer information on the proposal and hear the surrounding community's concerns/input. Staff attended the community meeting to listen to the public input.

Based upon the applicant's concern of obtaining financing to develop an affordable housing project with a majority of the units as the lower income categories and the surrounding community members expressed concern with having a large composition of the lower income categories adjacent to their neighborhood, staff recommends a few edits to the applicant's proposal. Staff recommends, in an effort to provide for the existing workforce, an increase of the proposed median income category (highest income group of the lower income groups) to provide for a little more mix in affordable housing income categories. The suggestion would result in a mix of 10% median, 20% low and very low combined and 70% moderate income categories. Staff also recommends maintaining provision #8 of the subarea policy to ensure the proposal is consistent with the Navy Air Installation Compatibility Use Zones ("AICUZ") Land-Use Compatibility Recommendations.

Staff recommendation:

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least ~~30~~**10**% median~~,~~ **and** at least **a** ~~30~~**20**% **combination of** low, ~~and at least 30%~~ very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. **There shall be no nonresidential uses. Accessory uses to the residential development, such as a club house or recreational facilities are permitted.**
3. There shall be no market rate or transient residential units.

~~4. **There shall be no new marinas.**~~

4.~~5.~~ There shall be no dredging.

~~**5. There shall be no light industrial uses.**~~

5.~~6.~~ All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.

6.~~7.~~ No residential buildings shall be located within the 70-74 DNL.

7. **Any development located within the Big Coppitt Mixed Use Area 1 shall not utilize Puerta Drive for ingress and egress.**

8. All habitable buildings located within the 70-74 DNL noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 30 decibels.

The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:….

All three options for the proposed subarea policy are included in the ordinance for the BOCC's consideration, direction and decision on the proposed amendment.

The revised FLUM amendment, including the proposed Comprehensive Plan text amendment establishing the subarea policy (see Exhibit 4), is tentatively scheduled to be considered for adoption by the BOCC at their regularly scheduled meeting on February 10, 2016. The proposed LUD map amendment (see Exhibit 5), which is the subject of this staff report, is necessary to be consistent with the proposed FLUM amendment. Note, Florida Statute Sections 163.3194 and 163.3201 require land development regulations to be consistent with and implement the Comprehensive Plan.

## IV. ANALYSIS OF PROPOSED AMENDMENT

### A. Maximum Allocated Density and Intensity

| **Big Coppitt portion of property** | | | |
|---|---|---|---|
| **Existing LUD** | **Type** | **Adopted Standards** | **Development Potential** |
| **Commercial Fishing Area (CFA)**<br><br>**2.50 acres (108,900 SF)** | Residential Allocated Density | 3 du/acre | 7.5 du |
| | Residential Max Net Density | 12 du/buildable acre | 24 du |
| | Transient Allocated Density | 0 rooms/spaces/acre | 0 rooms/spaces |
| | Nonresidential Maximum Intensity | 0.40 FAR | 43,560 SF |
| **Industrial (I)**<br><br>**12.33 acres (537,094 SF)** | Residential Allocated Density | 1 du | 12.3 du |
| | Residential Max Net Density | 2 du/buildable acre | 19.7 du |
| | Transient Allocated Density | 0 rooms/spaces/acre | 0 rooms/spaces |
| | Nonresidential Maximum Intensity | 0.40 FAR | 214,837 SF |
| **Existing Big Coppitt Subtotal**<br><br>**14.83 acres (645,994 SF)** | Residential Allocated Density | | **19.8 du** |
| | Residential Max Net Density | | **43.7 du** |
| | Transient Allocated Density | | **0 rooms/spaces** |
| | Nonresidential Maximum Intensity | | **258,397 SF** |

| Proposed LUD | Type | Adopted Standards | Development Potential |
|---|---|---|---|
| **Mixed Use (MU)**<br><br>**14.83 acres (645,994 SF)** | Residential Allocated Density | 1 du/acre | ~~**14.8 du***~~<br>***0 market rate*** |
| | Residential Max Net Density | 18 du/buildable acre | **213.6 du*** |
| | Transient Allocated Density | 10 rooms/spaces/acre | ~~**148.3 rooms/spaces***~~<br>***0 transient ** ** |
| | Nonresidential Maximum Intensity | 0.40 FAR | ~~**258,397 SF**~~<br>***0 SF**** |
| **Rockland Key portion of property** | | | |
| **Existing LUD** | **Type** | **Adopted Standards** | **Development Potential** |
| **Industrial (I)**<br><br>**29.59 acres (1,288,940 SF)** | Residential Allocated Density | 1 du/acre | **29.6 du** |
| | Residential Max Net Density | 2 du/buildable acre | **47.3 du** |
| | Transient Allocated Density | 0 rooms/spaces/acre | **0 rooms/spaces** |
| | Nonresidential Maximum Intensity | 0.40 FAR | **515,576 SF** |
| **Proposed LUD** | **Type** | **Adopted Standards** | **Development Potential** |
| **Commercial 2 (C2)**<br><br>**29.59 acres (1,288,940 SF)** | Residential Allocated Density | 0 du/acre | **0 du** |
| | Residential Max Net Density | 0 du/buildable acre | **0 du** |
| | Transient Allocated Density | 0 rooms/spaces/acre | **0 rooms/spaces** |
| | Nonresidential Maximum Intensity | 0.50 FAR | **644,470 SF** |
| **Total Site Development Potential** | | | |
| **Existing LUD Total**<br><br>**44.42 acres (1,925,787 SF)** | Residential Allocated Density | | **49.4 du** |
| | Residential Max Net Density | | **91 du** |
| | Transient Allocated Density | | **0 rooms/spaces** |
| | Nonresidential Maximum Intensity | | **773,973 SF** |
| **Proposed LUD Total**<br><br>**44.42 acres (1,925,787 SF)** | Residential Allocated Density | | ~~**14.8 du***~~<br>***0 market rate**** |
| | Residential Max Net Density | | **213.6 du*** |
| | Transient Allocated Density | | ~~**148.3 rooms/spaces***~~<br>***0 transient ** ** |
| | Nonresidential Maximum Intensity | | ~~**902,867 SF**~~<br>***644,470 SF**** |

| | | |
|---|---|---|
| **Net Change in Development Potential Total Site** | **Total Site**<br>**Market Rate Residential: (-34.6) du***<br>**Affordable Residential (max net): +122.6 du***<br>**Transient: +148.3 rooms/spaces***<br>**Nonresidential: +128,894 SF** | **Total Site**<br>**with Proposed Subarea Policy**<br>**Market Rate Residential: ~~(-34.6) du~~* 0 du ****<br>**Affordable Residential (max net): +122.6 du***<br>**Transient: ~~no change~~* 0 du ****<br>**Nonresidential: ~~+128,894~~ (-129,503) SF** |

*Based on the proposed Comprehensive Plan text amendment which will accompany the corresponding FLUM amendment, a subarea policy for the Big Coppitt portion of the property will restrict any residential use on the subject property to only affordable housing in the very low, low, and median income categories; eliminate all potential for market rate permanent residential and/or transient uses on the site; prohibit new marinas; prohibit dredging; prohibit light industrial uses; prohibit residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and require sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours.

**Applicant's proposed revision to the subarea policy eliminates all potential for nonresidential uses, market rate and transient residential uses.

The table above provides an approximation of the existing and proposed development potential for residential, transient, and nonresidential development. 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 above, the proposed LUD map amendment in zero density for market rate residential development; an increase in overall potential residential development (under max net density for affordable housing) of 122.6 dwelling units; zero density for transient unit development o; and a decrease in overall potential nonresidential development of 129,503 square feet of floor area.

**B. Impact on Community Character**

Parcels surrounding the subject property currently have LUD designations of Industrial, Commercial Fishing Area, Improved Subdivision, Urban Residential Mobile Home, and Native Area (across US1). Land uses surrounding the subject property include residential to the east, and a mixture of light/heavy industrial and vacant land to the west and southwest. Land across US1 to the south is vacant wetlands.

Almost the entire site has a tier designation of Tier III. A small portion (half an acre) on Rockland Key has a tier designation of Tier I. The majority of the site is scarified, consisting of pea-rock, gravel, borrow pits, and some grassy areas.

The portion of the site proposed for MU zoning, which would potentially allow affordable housing residential development, is adjacent to an existing residential area within a URM district.

The proposed LUD map amendment is not anticipated to have an adverse effect on the community character of the area.

**C. Effects on Public Facilities**

Traffic Circulation (Policy 301.1.1)
According to the 2015 US.1 Arterial Travel Time and Delay Study, at the present time, US 1 is operating overall at a Level of Service (LOS) C. In the Lower Keys Area, the segments from the area of the request to Key West are operating at a LOS B or better and the segments from the area of the request to Big Pine Key are operating at a LOS C or better. The request is located in the area of Segments 2 and 3, which are operating at levels of service A and B respectively.

- Segment 2 Boca Chica (4-L/D) Key Haven Blvd. to Rockland Dr. (5,167 Reserve Trips) – LOS A
- Segment 3 Big Coppitt (2-L/U) Rockland Dr. to Boca Chica Rd. (1,292 Reserve Trips) – LOS B

As part of the corresponding FLUM amendment application, the applicant submitted a trip generation analysis. URS (County consultant) reviewed the analysis and confirmed that the proposed FLUM amendment would result in a trip generation reduction of 7,933 trips per day (attached as Exhibit 6). Therefore, the proposed map amendment is not anticipated to negatively impact the traffic LOS. Traffic analysis for specific development proposals will be reviewed as part of the development approval process.

Potable Water (Policy 701.1.1)

FKAA's Water Treatment Facility in Florida City has a maximum water treatment design capacity of 29.8 million gallons per day (MGD). This consists of 23.8 MGD from the Biscayne Aquifer through the primary conventional water treatment process and 6 MGD from the brackish Floridan Aquifer through the secondary Reverse Osmosis (RO) treatment plant. There are also two saltwater Reserve Osmosis (RO) plants, located on Stock Island and Marathon, which are able 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 2012 projection for annual average daily demand is 17.62 MGD which is well below FKAA's Water Use Permit amount of 23.98 MGD.

Pursuant to Policy 701.1.1 of the Comprehensive Plan, the Level of Service standard for nonresidential potable water is 0.35 gallons per square foot per day. The proposed LUD map amendment increases the site's maximum nonresidential development potential by 128,894 SF, which would increase potential potable water demand by 45,112 gallons per day.

Pursuant to Policy 701.1.1 of the Comprehensive Plan, the Level of Service standard for residential potable water is 66.5 gallons per capita per day. The proposed LUD map amendment would increase the potential affordable residential development by 122 dwelling units, which would increase potential potable water demand by 18,173 gallons per day if developed to its maximum affordable residential potential. Currently there is sufficient capacity for such an increase.

Solid Waste (Policy 801.1.1)

Monroe County has a contract with Waste Management through September 30, 2024. The contract authorizes the use of in-state facilities; 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. Under the proposed LUD categories, the net increase in potential affordable residential units on the site is 122 dwelling units. Currently there is sufficient capacity for such an increase. Nonresidential solid waste is handled by private contract.

Sanitary Sewer (Policy 901.1.1)

The property will be served by the Big Coppitt Wastewater Treatment Plant. The Big Coppitt Wastewater Treatment Plant has a design capacity of 0.323 MGD. The current average daily flow is 0.130 MGD and therefore the plant has sufficient capacity for the increase in development potential associated with the proposed map amendment.

**D. Consistency with the provisions and intent of the Monroe County Year 2010 Comprehensive Plan**

The proposed amendment is consistent with the Goals, Objectives and Policies of the Monroe County Year 2010 Comprehensive Plan. Specifically, the amendment furthers:

**Goal 101:** Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources.

**Objective 101.4:** 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 land use (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. Employee housing and commercial apartments are also permitted. In addition, Mixed Use/Commercial land use districts are to establish and conserve areas of mixed uses, which may include maritime industry, light industrial uses, commercial fishing, transient and permanent residential, institutional, public, and commercial retail uses.

This land use category is also intended to allow for the establishment of mixed use development patterns, where appropriate. Various types of residential and non-residential uses may be permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. The County shall continue to take a proactive role in encouraging the maintenance and enhancement of community character and recreational and commercial working waterfronts.

In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:

1. only low intensity commercial uses shall be allowed;
2. a maximum floor area ratio of 0.10 shall apply; and
3. maximum net residential density shall be zero.

**Policy 101.4.21**
The principal purpose of the Commercial (COMM) future land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail; highway-oriented sales and services; commercial recreation; light industrial; public, institutional and office uses may be permitted at intensities which are consistent with the community character and the natural environment. The commercial zoning districts established within this category are intended to serve the immediate vicinity or serve the Upper or Lower subarea. This category is not intended to accommodate transient or permanent residential development.

In order to protect environmentally sensitive lands, the following development controls shall apply to all Tier I lands within this land use category:

1. only low intensity commercial uses shall be allowed; and
2. a maximum floor area ratio of 0.15 shall apply.

**Policy 101.4.22**
Monroe County hereby adopts the following density and intensity standards for the future land use categories, which are shown on the Future Land Use Map and described in Policies 101.4.1 - 101.4.17:

| Future Land Use Densities and Intensities | | | |
|---|---|---|---|
| Future Land Use Category And Corresponding Zoning | Allocated Density [b] (per acre) | Maximum Net Density [a] [b] [i] (per buildable acre) | Maximum Intensity (floor area ratio) |
| Commercial (COMM) (C1 and C2 zoning) | 0 du<br>0 rooms/spaces | N/A<br>N/A | 0.15-0.50 |
| Mixed Use/Commercial (MC)[g] [j] (SC, UC, DR, RV, MU and MI zoning) | 1-6 du<br>5-15 rooms/spaces<br>1 du (MI zoning) | 2 -18 du<br>10-25 rooms/spaces<br>2 du (MI zoning) | 0.10-0.45 (SC, UC, DR, RV, and MU zoning)<br>0.30-0.60 (MI zoning) |

**E. Consistency with the provisions and intent of the Monroe County Code Land Development Code**

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;
**N/A**

2. Changed assumptions (e.g., regarding demographic trends);
**The proposed LUD map amendment is necessary to be consistent with the proposed FLUM amendment from I and MCF to MC and COMM. The applicant is proposing a FLUM amendment and subarea policy to allow and restrict the development of residential uses to only affordable housing on the Big Coppitt portion of the property (the Commercial FLUM category proposed for the Rockland Key portion of the site has no residential development potential). The applicant has stated they are proposing the map amendments and subarea policy to address the shortage of affordable housing the County is experiencing.**

3. Data errors, including errors in mapping, vegetative types and natural features described in volume 1 of the plan;
**N/A**

4. New issues;
**The Monroe County Development Review Committee, Planning Commission, and Board of County Commissioners have recommended and transmitted to the State a FLUM amendment for the subject parcels. The proposed FLUM amendment changes**

**the FLUM designation on the site from Mixed Use/Commercial Fishing and Industrial to Mixed Use/Commercial and Commercial. The proposed LUD map amendment is necessary to be consistent with the proposed FLUM amendment. Note, Florida Statute Sections 163.3194 and 163.3201 require land development regulations to be consistent with and implement the Comprehensive Plan.**

5. Recognition of a need for additional detail or comprehensiveness; or
   **N/A**

6. Data updates;
   **N/A**

## V. RECOMMENDATION

Staff recommends approval of the proposed amendment to the Land Use District Map of the Monroe County Land Development Code from Industrial (I) and Commercial Fishing Area (CFA) to Commercial 2 (C2) and Mixed Use (MU) for five (5) parcels located on Rockland Key and Big Coppitt Key, having real estate numbers 00122080.000000, 00122081.000200, 00122010.000000, 00121990.000000, and 00120940.000100, contingent on adoption and effectiveness of the corresponding FLUM amendment, including the proposed Comprehensive Plan text amendment establishing a subarea policy which would restrict any residential use on the subject property to only affordable housing; eliminate all potential for market rate permanent residential and/or transient uses on the site; allow residential accessory uses; eliminate all potential nonresidential uses on the site; prohibit residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and require sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours.

## VI. EXHIBITS

1. BOCC Resolution #375-2014.
2. Official Land Use District Map, Sheets 563 and 564.
3. Planning Commission Resolution P31-15.
4. Corresponding Proposed FLUM amendment and Subarea Policy.
5. Proposed LUD map amendment.
6. Trip generation analysis (as submitted with FLUM amendment).

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION NO. 375 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 FUTURE LAND USE MAP OF THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN 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) 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.**

---

**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 THERFORE, 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 text 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 George Neugent | Yes |
| Commissioner David Rice | 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 11/20/14

ATTEST: Amy Heavilin, Clerk

_____

Deputy Clerk

**ORDINANCE NO. -2014**

**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) 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.; 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 FUTURE LAND USE MAP; PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, Rockland Operations, LLC and Rockland Commercial Center, Inc. submitted an application for a Future Land Use Map amendment from Industrial (I) to Commercial (COMM) and from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial (MC); and

**WHEREAS**, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 29th day of April, 2014; and

**WHEREAS,** the Monroe County Planning Commission held a public hearing on the 27th day of August, 2014, for review and recommendation on the proposed Future Land Use Map amendment; 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; and

4. 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

5. The proposed amendment is consistent with Part II of Chapter 163, Florida Statute.

**WHEREAS**, the Monroe County Planning Commission passed Resolution No. P39-14 recommending transmittal of the proposed amendment; and

**WHEREAS**, at a regular meeting held on the 10th day of December, 2014, 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 December 10, 2014, public hearing, the BOCC voted to transmit 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 on _____, 2015, which did not identify any issues with the proposed amendment; and

**WHEREAS,** the ORC report states_____ and as a response to the ORC Report, Monroe County _____.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

**Section 1.** The Future Land Use Map (FLUM) for the Year 2010 Comprehensive Plan is hereby amended as follows:

The property described as four parcels of land on Rockland Key, having Real Estate Numbers 00122080-000000, 00122081-000200, 00122010-000000, and 00121990-000000 from Industrial (I) to Commercial (COMM), and a parcel of land on Big Coppitt Key, having real estate number 00120940-000000 from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed

Use/Commercial (MC), as shown on Exhibit 1; which is 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 with Chapter 163, Florida Statutes and after any applicable challenges have been resolved.

**Section 6.** **Inclusion in the Comprehensive Plan.** The Future Land Use Map amendment shall be incorporated in the Future Land Use Map of 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 _____ 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

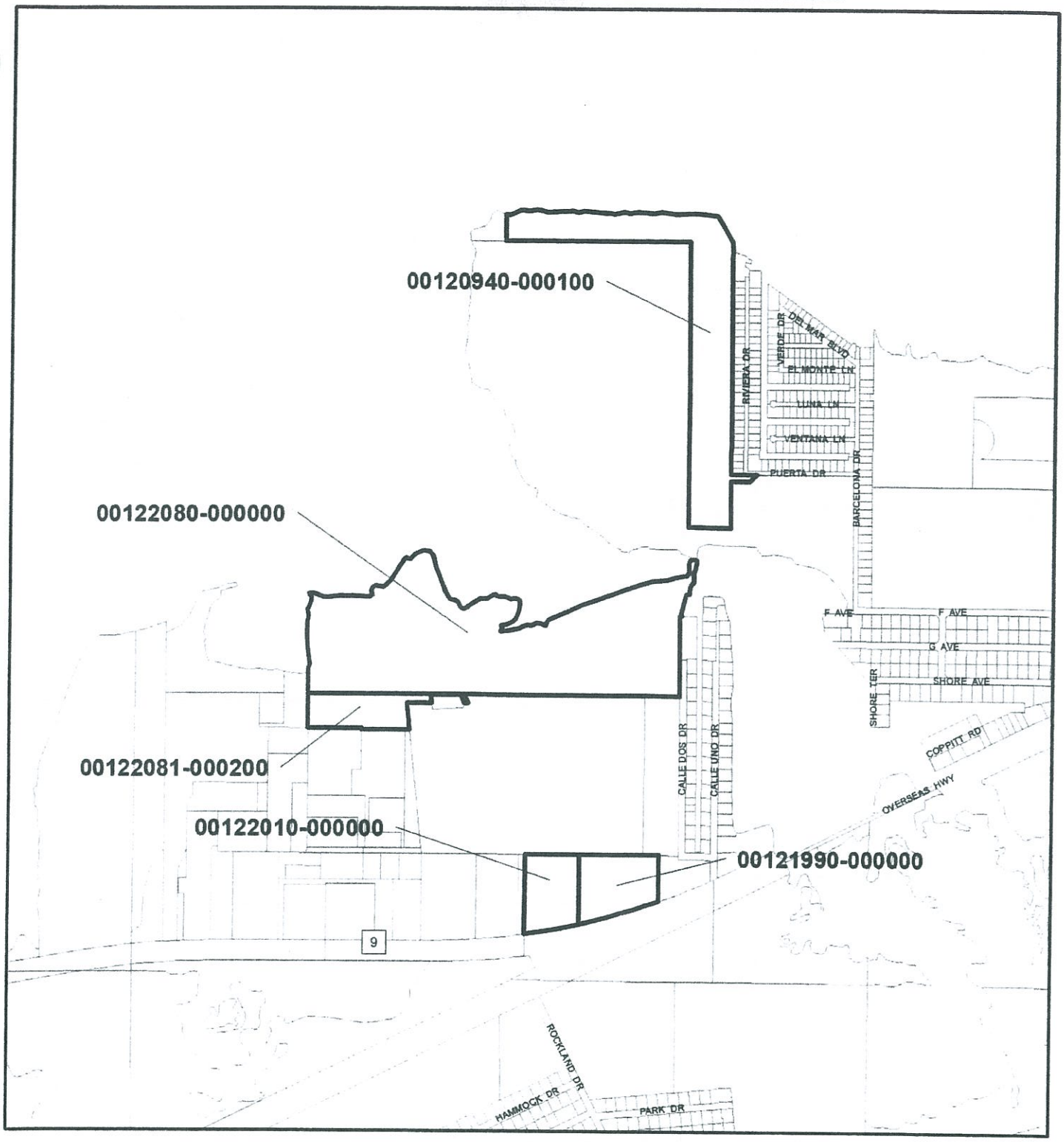
(SEAL)

ATTEST: AMY HEAVILIN, CLERK

_____
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 11/20/14

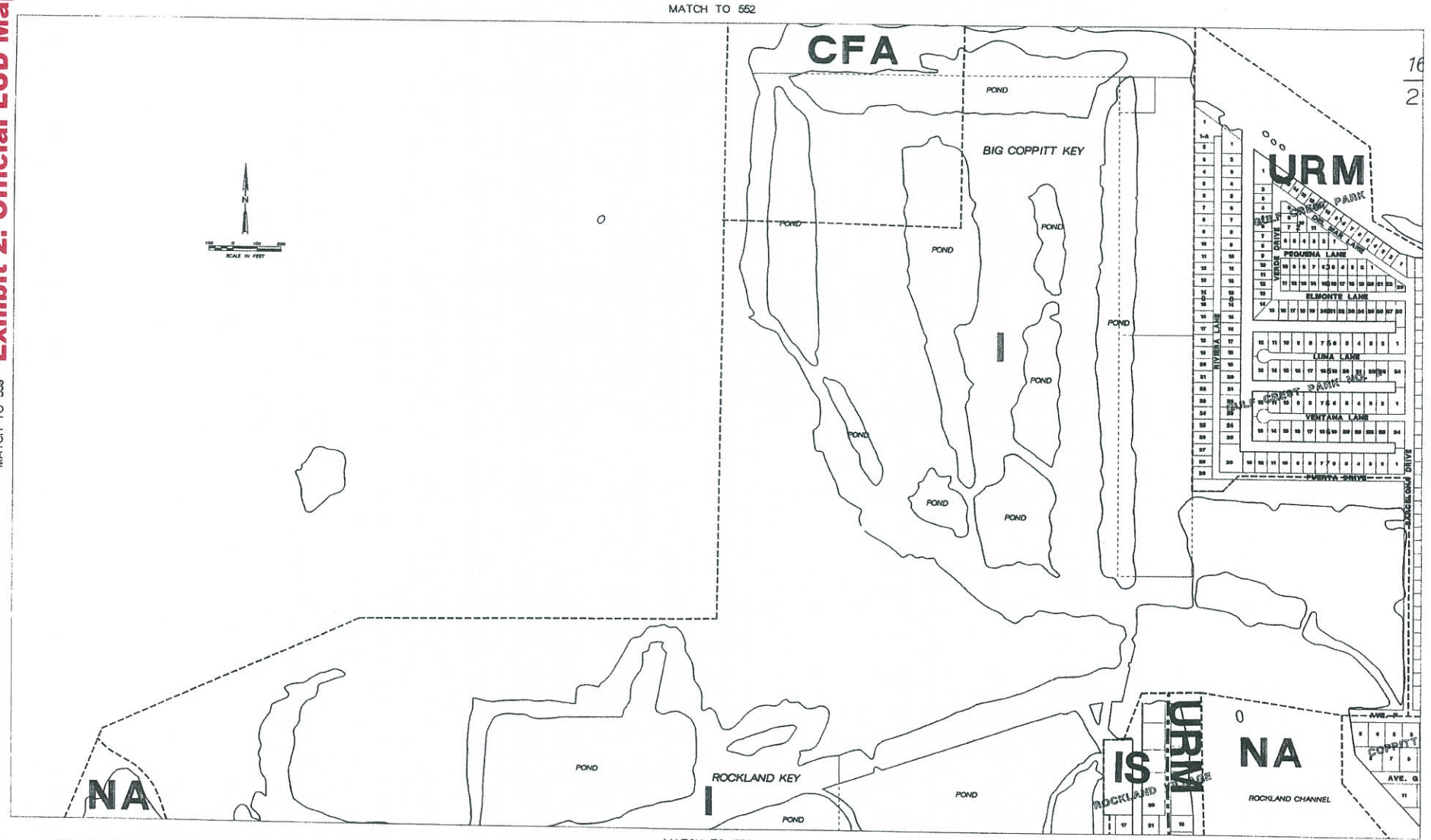
# Exhibit 1 to Ordinance# -2014




**The Monroe County Future Land Use Map is amended as indicated above.**

Proposal: Future Land Use change of five parcels of land on Big Coppitt Key having Real Estate Numbers: 00120940-000100, 00122080-000000, 00122081-000200, 00122010-000000 and 00121990-000000 from Industrial (I) toCommercial (COMM) and Mixed Use/Commercial (MC).

# Exhibit 2: Official LUD Map




The Area Depicted On This Map
May Be Subject To The AICUZ Overlay

**MONROE COUNTY, FLORIDA,**
**LAND USE DISTRICT MAP**

| | |
|---|---|
| DSGN | |
| DR | MA WILLS 2459LU553 |
| CHK | |
| APVD | |

I CERTIFY THAT THIS IS AN OFFICIAL MONROE COUNTY LAND USE DISTRICT MAP AS REQUIRED AND ADOPTED BY THE MONROE COUNTY BOARD OF COMMISSIONERS BY RESOLUTION ON 5-7-91, AS PROVIDED IN CHAPTER 9.5 OF THE FLORIDA KEYS COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS, VOLUME II.

DIRECTOR, PLANNING DEPARTMENT

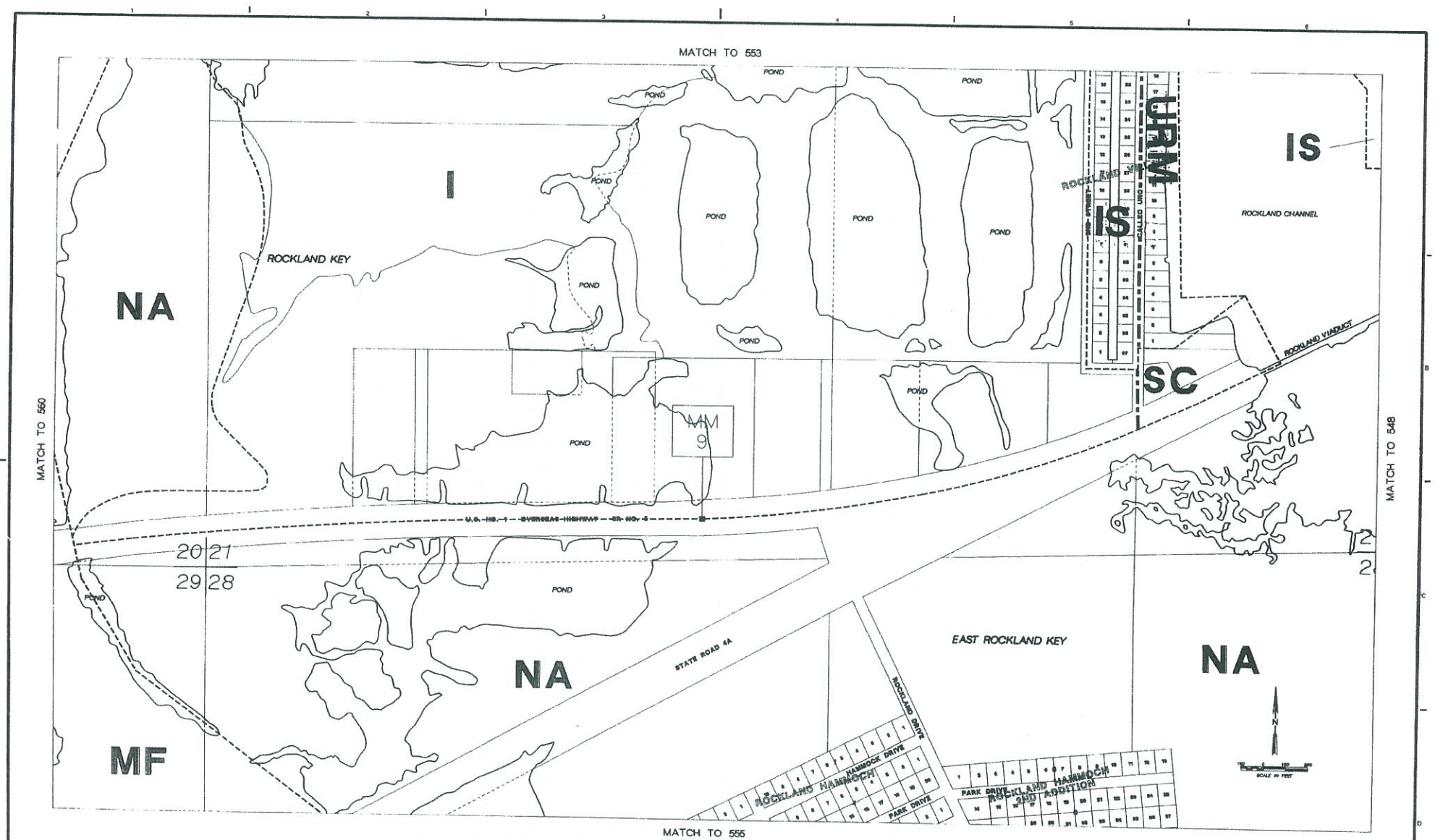
LEGEND

| | | | | | |
|---|---|---|---|---|---|
| ACOC | AREAS OF CRITICAL COUNTY CONCERN | I | INDUSTRIAL | RV | RECREATIONAL VEHICLE |
| A | AIRPORT | IS | IMPROVED SUBDIVISION | SC | SUB URBAN COMMERCIAL |
| C | CONSERVATION DISTRICTS | MF | MILITARY FACILITIES | SR | SUB URBAN RESIDENTIAL |
| CFA | COMMERCIAL FISHING AREA | MI | MARITIME INDUSTRIES | SRL | SUB URBAN RESIDENTIAL LIMITED |
| CFSD | COMMERCIAL FISHING SPECIAL DISTRICTS | MN | MAINLAND NATIVE AREA | SS | SPARSELY SETTLED |
| CFV | COMMERCIAL FISHING VILLAGE | MU | MIXED USE | UC | URBAN COMMERCIAL |
| DR | DESTINATION RESORT | NA | NATIVE AREA | UR | URBAN RESIDENTIAL |
| | | OS | OFFSHORE ISLAND AREAS | URM | URBAN RESIDENTIAL MOBILE HOME |
| | | PR | PARK AND REFUGE AREA | | |

THE BASE MAPS ARE NOT SURVEY ACCURATE, AND LOCATION OF LAND USE DISTRICT BOUNDARIES IN AREAS WHERE VEGETATION PREDOMINATES SHOULD BE VERIFIED BY THE MONROE COUNTY BIOLOGIST. THESE MAPS ARE INTENDED TO REPRESENT THE GENERAL LOCATION OF A POINT OR FEATURE WITH RESPECT TO OTHER POINTS OR FEATURES ON THE SAME MAP. THE ENGINEER OF RECORD AND COUNTY WILL NOT BE RESPONSIBLE FOR ANY SOURCE DOCUMENT ERRORS OR OMISSIONS IN THE INFORMATION COMPILED BY OTHERS WHICH HAVE BEEN INCORPORATED INTO THESE MAPS.

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

| | |
|---|---|
| SHEET | 553 |
| DATE | 1/88 |
| REV NO. | |
| PROJ NO. | SE 1995.XC |




**MONROE COUNTY, FLORIDA,**
**LAND USE DISTRICT MAP**

DSGN
DR MA WILLS 2450.U554
CHK
APVD

I CERTIFY THAT THIS IS AN OFFICIAL MONROE COUNTY LAND USE DISTRICT MAP AS REQUIRED AND ADOPTED BY THE MONROE COUNTY BOARD OF COMMISSIONERS BY RESOLUTION ON [illegible], AS PROVIDED IN CHAPTER [illegible] OF THE FLORIDA KEYS COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS, VOLUME III.

DIRECTOR, PLANNING DEPARTMENT

LEGEND

| | | | |
|---|---|---|---|
| ACOC | AREAS OF CRITICAL COUNTY CONCERN | I | INDUSTRIAL |
| AO | AIRPORT | I-SD | IMPROVED SUBDIVISION |
| CD | CONSERVATION DISTRICTS | MF | MILITARY FACILITIES |
| CFA | COMMERCIAL FISHING AREA | MI | MARITIME INDUSTRIES |
| CFSD | COMMERCIAL FISHING SPECIAL DISTRICTS | MN | MAINLAND NATIVE AREA |
| CFV | COMMERCIAL FISHING VILLAGE | MU | MIXED USE |
| DR | DESTINATION RESORT | NA | NATIVE AREA |
| | | OS | OFFSHORE ISLAND AREAS |
| | | PR | PARK AND REFUGE AREA |
| RV | RECREATIONAL VEHICLE |
| SC | SUB URBAN COMMERCIAL |
| SR | SUB URBAN RESIDENTIAL |
| SRL | SUB URBAN RESIDENTIAL LIMITED |
| SS | SPARSELY SETTLED |
| UC | URBAN COMMERCIAL |
| UR | URBAN RESIDENTIAL |
| URM | URBAN RESIDENTIAL MOBILE HOME |

THE BASE MAPS ARE NOT SURVEY ACCURATE, AND LOCATION OF LAND USE DISTRICT BOUNDARIES IN AREAS WHERE VEGETATION PREDOMINATES SHOULD BE VERIFIED BY THE MONROE COUNTY BIOLOGIST. THESE MAPS ARE INTENDED TO REPRESENT THE GENERAL LOCATION OF OR ON THE BASE MAP. THE ENGINEER OF RECORD AND COUNTY WILL NOT BE RESPONSIBLE FOR ANY SOURCE DOCUMENT ERRORS OR OMISSIONS IN THE INFORMATION COMPILED BY OTHERS WHICH HAVE BEEN INCORPORATED INTO THESE MAPS.

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SHEET 554
DATE 1/19/88
REV NO.
PROJ NO. SE 1985.X0

OVERLAY IDENTIFICATION
COMPOSITE
OVERLAY
SCREEN
PROJID
FILE

**MONROE COUNTY, FLORIDA**
**PLANNING COMMISSION RESOLUTION NO. P31-15**

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION RECOMMENDING APPROVAL OF AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY LAND USE DISTRICT (ZONING) MAP FROM INDUSTRIAL (I) AND COMMERCIAL FISHING AREA (CFA) TO MIXED USE (MU), FOR PROPERTY LOCATED AT APPROXIMATE MILE MARKER 9, DESCRIBED AS A PARCEL OF LAND IN SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST, BIG COPPITT KEY, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER 00120940.000100, AND FROM INDUSTRIAL (I) TO COMMERCIAL 2 (C2) FOR PROPERTY LOCATED AT APPROXIMATE MILE MARKER 9, DESCRIBED AS FOUR PARCELS OF LAND IN SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST, ROCKLAND KEY, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS 00122080.000000, 00122081.000200, 00122010.000000 AND 00121990.000000, AS PROPOSED BY ROCKLAND OPERATIONS, LLC AND ROCKLAND COMMERCIAL CENTER, INC.; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR AMENDMENT TO THE LAND USE DISTRICT (ZONING) MAP; PROVIDING FOR AN EFFECTIVE DATE.

---

**WHEREAS,** on January 12, 2015, Rockland Operations, LLC and Rockland Commercial Center, Inc. submitted a letter requesting to update and process an application submitted on May 18, 2012 for a Land Use District (Zoning) map amendment from Industrial (I) and Commercial Fishing Area (CFA) to Commercial 2 (C2) and Mixed Use (MU) for five (5) parcels located on Rockland Key and Big Coppitt Key, having real estate numbers 00122080.000000, 00122081.000200, 00122010.000000, 00121990.000000, and 00120940.000100; and

**WHEREAS**, the Monroe County Development Review Committee considered the proposed Land Use District (Zoning) map amendment at a regularly scheduled meeting held on the 25th day of August, 2015; and

**WHEREAS,** the Monroe County Planning Commission held a public hearing on the 30th day of September, 2015, for review and recommendation on the proposed Land Use District (Zoning) map amendment; and

**WHEREAS**, the Planning Commission was presented with the following documents and other information relevant to the request, which by reference are hereby incorporated as part of the record of said hearing:

1. Request for a Land Use District (LUD) Map Amendment application, received by the Planning & Environmental Resources Department on May 18, 2012 (File #2012-069); and
2. Letter from the applicant received by the Planning & Environmental Resources Department on January 12, 2015, requesting to update and process the application; and
3. Staff report prepared by Emily Schemper, Comprehensive Planning Manager, dated September 21, 2015; and
4. Sworn testimony of Monroe County Planning & Environmental Resources Department staff; and
5. Advice and counsel of Steve Williams, Assistant County Attorney, and John Wolfe, Planning Commission Counsel; and
6. Sworn testimony of the applicant; and

**WHEREAS**, based upon the information and documentation submitted, the Planning Commission makes the following Findings of Fact:

1. Prior to the 1986 adoption of the County's current land development regulations and their associated land use district maps, the subject parcels were within GU (General Use) and BU-2 (Medium Business Use) zoning districts; and
2. In 1986, a series of zoning maps, entitled the Land Use District Map, were adopted for all areas of the unincorporated county. On sheets 563 and 564 of the Land Use District Map, the subject parcels are within Commercial Fishing Area (CFA) and Industrial (I) Land Use Districts; and
3. The applicant has submitted an application for a corresponding Future Land Use Map (FLUM) amendment for the subject parcels from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial (MC) and Commercial (COMM) and creating a Comprehensive Plan subarea policy which would eliminate all potential for market rate permanent residential and/or transient uses on the site; and
4. Map amendments to the Monroe County Land Use District Map shall not be inconsistent with the provisions and intent of the Monroe County Comprehensive Plan; and
5. Monroe County Code (MCC) §102-158 states that map amendments are not intended to relieve particular hardships, nor to confer special privileges or rights on any

person, nor to permit an adverse change in community character, analyzed in the Monroe County Comprehensive Plan, but only to make necessary adjustments in light of changed conditions or incorrect assumptions or determinations as determined by the findings of the BOCC; and

6. MCC §102-158(d)(5)(b) provides that one or more of the following criteria must be met for a map amendment:

   a. Changed projections (e.g., regarding public service needs) from those on which the text or boundary was based;
   b. Changed assumptions (e.g., regarding demographic trends);
   c. Data errors, including errors in mapping, vegetative types and natural features described in volume I of the plan [the Comprehensive Plan];
   d. New issues;
   e. Recognition of a need for additional detail or comprehensiveness; or
   f. Data updates; and

7. Map amendments to the Monroe County Land Use District Map shall not be inconsistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

**WHEREAS**, based upon the information and documentation submitted, the Planning Commission makes the following Conclusions of Law:

1. The proposed map amendment is consistent with the provisions of the Monroe County Code:

   a. As required by MCC §102-158, the map amendment does not relieve particular hardships, nor confer special privileges or rights on any person, nor permit an adverse change in community character, as analyzed in the Monroe County Year 2010 Comprehensive Plan;
   b. As required by MCC §102-158(d)(5)b., the map amendment is needed due to changed assumptions and new issues; and

2. The proposed map amendment is consistent with the provisions and intent of the Monroe County Year 2010 Comprehensive Plan:

   a. The Mixed Use (MU) and Commercial 2 (C2) Land Use (Zoning) Districts correspond with the Future Land Use Map designations of Mixed Use/Commercial (MC) and Commercial (COMM), and are consistent with the respective density and intensity standards as set forth in Policy 101.4.22;
   b. The Mixed Use (MU) and Commercial 2 (C2) Land Use (Zoning) Districts are consistent with the purposes of the Mixed Use/Commercial (MC) and Commercial (COMM) Future Land Use Map designations, as set forth in Policies 101.4.5 and 101.4.21; and

3. The proposed map amendment is not inconsistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern;

**NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA,** that the preceding Findings of Fact and Conclusions of Law support its decision to recommend approval to the Board of County Commissioners of the proposed amendment to the Land Use District Map of the Monroe County Land Development Code from Industrial (I) and Commercial Fishing Area (CFA) to Commercial 2 (C2) and Mixed Use (MU) for five (5) parcels located on Rockland Key and Big Coppitt Key, having real estate numbers 00122080.000000, 00122081.000200, 00122010.000000, 00121990.000000, and 00120940.000100, contingent on adoption and effectiveness of the corresponding FLUM amendment, including the proposed Comprehensive Plan text amendment establishing a subarea policy which would eliminate all potential for market rate permanent residential and/or transient uses on the site.

**PASSED AND ADOPTED BY THE PLANNING COMMISSION** of Monroe County, Florida, at a regular meeting held on the 30th day of September, 2015.

| | |
|---|---|
| Denise Werling, Chair | ___Yes___ |
| William Wiatt, Commissioner | ___Yes___ |
| Beth Ramsey-Vickrey, Commissioner | ___Yes___ |
| Elizabeth Lustburg, Commissioner | __Absent__ |
| Ron Miller, Commissioner | ___Yes____ |

**PLANNING COMMISSION OF MONROE COUNTY, FLORIDA**

By Denise Werling

Denise Werling, Chair

Signed this 2nd day of Nov., 2015

Monroe County Planning Commission Attorney
Approved As To Form

Date: 11/2/2015

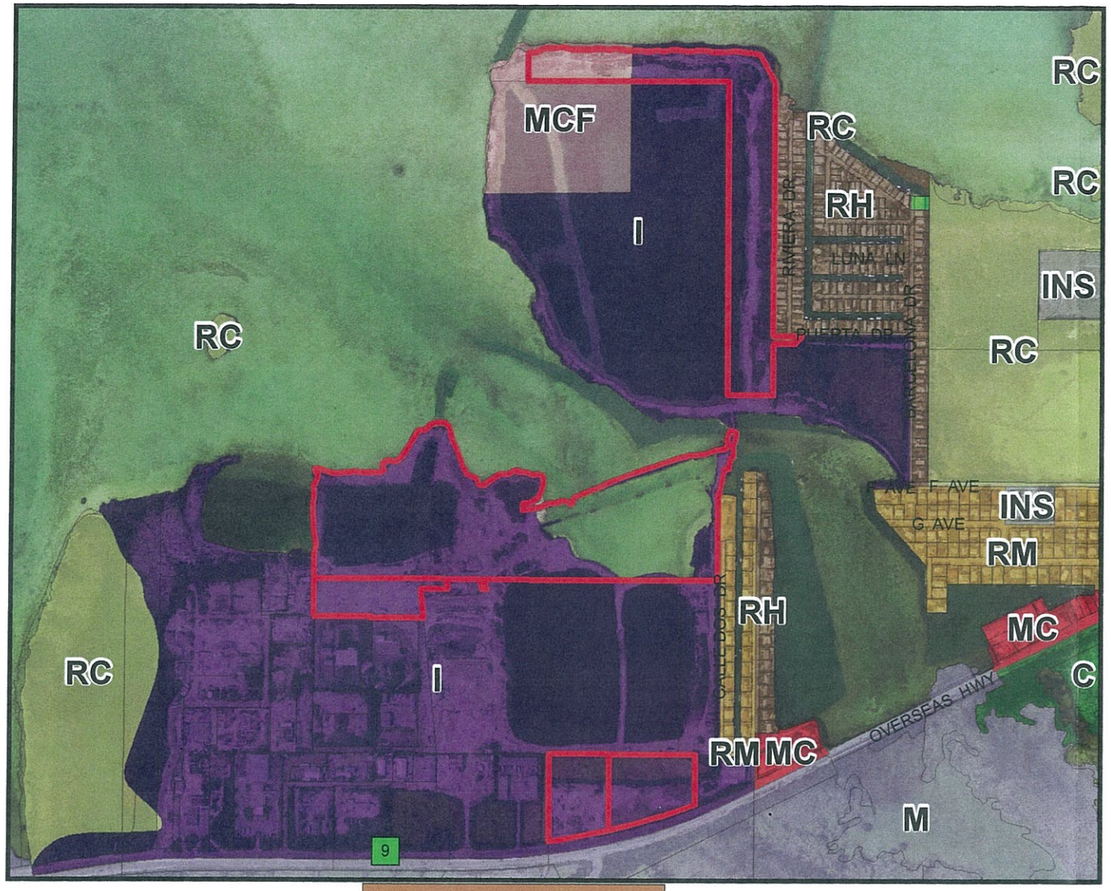
FILED WITH THE

NOV - 2 2015

AGENCY CLERK

# Monroe County Future Land Use Amendment

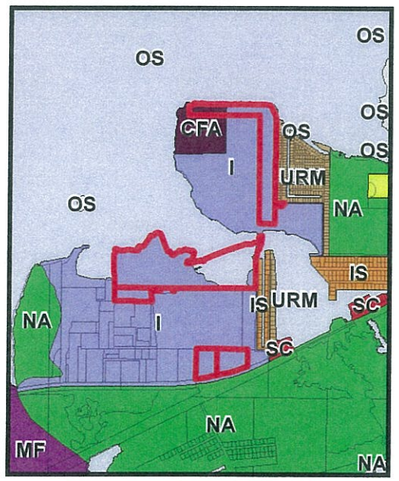
**Exhibit 4 - Corresponding Proposed FLUM Amendment**



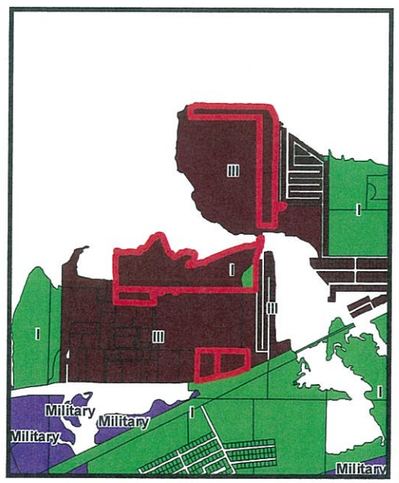

Existing Conditions

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: Rockland Key Mile Marker: 9 Map Amendment #:_____

Acreage: Total: 79.6 Upland: 45.1 Land Use District Map #: 553 & 554

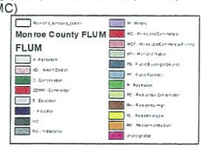
Ordinance No.: _____

Date of Adoption: _____

Proposal: Future Land Use change of six parcels from Industrial (I) and Mixed Use/Commercial Fishing (MCF) to Commercial (COMM) and Mixed Use/Commercial (MC)

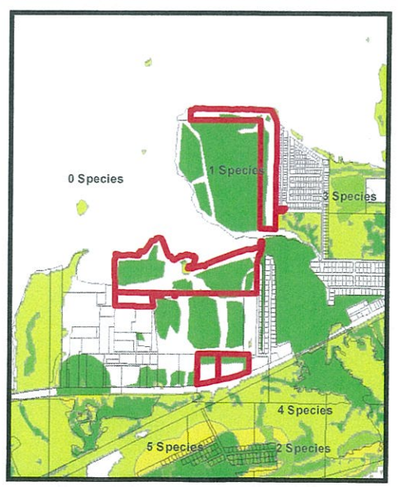
Property Description:

RE Numbers: 00120940-000100, 00122080-000000, 00122081-000200, 00122010-000000, and 00121990-000000




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

**ORDINANCE NO. -2016**

**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.; 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 FUTURE LAND USE MAP; PROVIDING FOR INCLUSION IN THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, Rockland Operations, LLC and Rockland Commercial Center, Inc. submitted an application for a Future Land Use Map amendment from Industrial (I) to Commercial (COMM) and from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial (MC); and

**WHEREAS**, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 29th day of April, 2014; and

**WHEREAS,** the Monroe County Planning Commission held a public hearing on the 27th day of August, 2014, for review and recommendation on the proposed Future Land Use Map amendment; 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; and

4. 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

5. The proposed amendment is consistent with Part II of Chapter 163, Florida Statute; and

**WHEREAS**, the Monroe County Planning Commission adopted Resolution No. P39-14 recommending transmittal of the proposed amendment; and

**WHEREAS**, at a regular meeting held on the 10th day of December, 2014, 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 December 10, 2014, public hearing, the BOCC adopted Resolution 375-2014, 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 March 23, 2015; and

**WHEREAS,** the ORC report identified objections regarding increased potential residential development on the Big Coppitt portion of the property, and pointed out that although the applicant claims the proposed FLUM amendment will provide some relief to the affordable housing shortage currently faced by the County, there is no guarantee the site will be used for affordable housing; and

**WHEREAS,** the ORC report specifically states: *The applicant makes the argument that housing in Monroe county is in short supply, the cost of that housing is too high and therefore, this amendment adds to the available affordable housing by re-designating 14.83 acres to mixed use which can accommodate a multi-family affordable housing development project of significant size. However, there is nothing in the amendment which provides assurance that any future residential development on this property will be for affordable housing*; and

**WHEREAS,** the ORC report recommended that the BOCC either not adopt the amendment, or revise the amendment to allow uses other than residential uses; and

**WHEREAS,** 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, which would have given the BOCC a deadline of September 19, 2015; and

**WHEREAS,** the County requested and was granted an extension to the deadline from DEO, which gives the BOCC a new deadline of March 15, 2016 to adopt the FLUM amendment, adopt the FLUM amendment with changes or not adopt the FLUM amendment; and

**WHEREAS,** in response to the ORC, the applicant prepared a revised proposal for the FLUM amendment based on the ORC report, additional data and analysis, and the requirements of Florida law. The revised proposal requested the same FLUM amendment from MCF and I to MC and COMM, but also included a Comprehensive Plan text amendment, to be adopted simultaneously to respond to the ORC objections, establishing a subarea policy for the Big Coppitt portion of the property restricting any residential use on the subject property to only affordable housing; and

**WHEREAS,** staff had also recommended including the following restrictions to the proposed subarea policy: restricting any residential use on the subject property to affordable housing only (with a minimum mix of at least 30% median, at least 30% low, and at least 30% very low income categories); eliminating all potential for market rate permanent residential and/or transient uses on the site; prohibiting new marinas; prohibiting dredging; prohibiting light industrial uses; prohibiting residential buildings in the 70-74 DNL (Day-Night Average Sound Level) noise contour; and requiring sound attenuation for any habitable buildings located within the 70-74 and 65-69 DNL (Day-Night Average Sound Level) noise contours; and

**WHEREAS,** at a regularly scheduled meeting on 17th day of November, 2015, the BOCC continued the public hearing to consider adoption of the proposed FLUM amendment and subarea policy because the applicant did not agree with staff recommendation on the mix of affordable housing income categories (mix of at least 30% median, at least 30% low, and at least 30% very low income categories); and

**WHEREAS,** On January 11, 2016, the applicant provided a revised subarea proposal indicating an alternative for the mix of affordable housing income categories and included other amendments in an effort to address concerns from the surrounding community members; and

**WHEREAS,** based upon the applicant's concern of obtaining financing to develop an affordable housing project with a majority of the units as the lower income categories and the surrounding community members expressed concern with having a large composition of the lower income categories adjacent to their neighborhood, staff recommends in effort to provide for the existing workforce, an increase of the proposed median income category (highest income group of the lower income groups) to provide for a little more mix in affordable housing income categories. The suggestion would result in a mix of 10% median, 20% low and very low combined and 70% moderate income categories.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

**Section 1.** The Future Land Use Map (FLUM) for the Year 2010 Comprehensive Plan is hereby amended as follows:

The property described as four parcels of land on Rockland Key, having Real Estate Numbers 00122080-000000, 00122081-000200, 00122010-000000, and 00121990-000000 is changed from Industrial (I) to Commercial (COMM), and a parcel of land on Big Coppitt Key, having real estate number 00120940-000000 is changed from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial (MC), as shown on Exhibit 1, attached hereto and incorporated herein.

**Section 2.** The text of the Monroe County Year 2010 Comprehensive Plan is hereby amended as follows:

***OPTION 1***

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least 30% median, at least 30% low, and at least 30% very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. There shall be no market rate or transient residential units.
3. There shall be no new marinas.
4. There shall be no dredging.
5. There shall be no light industrial uses.
6. All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.
7. No residential buildings shall be located within the 70-74 DNL.
8. All habitable buildings located within the 70-74 DNL noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 30 decibels.

The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:

***OPTION 2***

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least 5% median and at least a 20% combination of low, very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. There shall be no nonresidential uses. Accessory uses to the residential development, such as a club house or recreational activities are permitted.
3. There shall be no market rate or transient residential units.
4. There shall be no dredging.
5. All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.
6. No residential buildings shall be located within the 70-74 DNL.
7. Any development located within the Big Coppitt Mixed Use Area 1 shall not utilize Puerta Drive for ingress and egress.

The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:

*OPTION 3*

**Policy 107.1.6 Big Coppitt Mixed Use Area 1 -To Provide Limitations on Development and Specific Restrictions**

Development in the Big Coppitt Mixed Use Area 1 shall be subject to regulations applicable to the Mixed Use/Commercial (MC) Future Land Use Designation as well as an additional restriction set out below:

1. Residential units developed on the Big Coppitt Mixed Use Area 1 shall be restricted to affordable housing only (with a minimum mix of at least **10%** median~~,~~ and at least a 20% combination of low~~,~~ very low income categories) and subject to affordable housing regulations pursuant to Section 130-161 of the Monroe County Code of Ordinances.
2. There shall be no nonresidential uses. Accessory uses to the residential development, such as a club house or recreational **facilities** are permitted.
3. There shall be no market rate or transient residential units.
4. There shall be no dredging.
5. All habitable buildings located within the 65-69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 25 decibels.
6. No residential buildings shall be located within the 70-74 DNL.
7. Any development located within the Big Coppitt Mixed Use Area 1 shall not utilize Puerta Drive for ingress and egress.
8. **All habitable buildings located within the 70-74 DNL noise contour pursuant to the 2013 Navy Environmental Impact Statement shall be sound attenuated to achieve an indoor Noise Level Reduction of at least 30 decibels.**

The Big Coppitt Mixed Use Area 1, with Real Estate No. 00120940-000100 is approximately 14.8 acres of vacant land and is legally described as:

PARCEL "A"
A parcel of land as described in Official Records Book 1884, Page 1226 of the Public Records of Monroe County, Florida being a part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida described as follows:

BEGIN at the southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence South a distance of 390 feet; thence run West for a distance of 300 feet; thence run North for a distance of 1004.13 feet; thence run East for a distance of 300 feet to a point; thence run South for a distance of 614.13 feet back to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "B"
A parcel of land as described in Official Records Book 1884, Page 1226 of the Public Records of Monroe County, Florida being a part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida described as follows:
BEGIN at the southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence East a distance of 185 feet to a point; thence South 45 degrees, 00 minutes, 00 seconds West a distance of 70.71 feet to a point; thence West a distance of 135 feet to a point; thence at right angles North 50.0 feet to the said southwest corner of said Block 9 and the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "C"
A parcel of land as described in Official Records Book 2237, Page 2259 of the Public Records of Monroe County, Florida being a part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida described as follows:
COMMENCE at the southwest corner of Block 9 of "GULFREST PARK Plat No. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence North for a distance of 614.13 feet to the POINT OF BEGINNING of the parcel of land herein being described; thence run West for a distance of 300 feet to a point; thence run North for a distance of 1063 feet, more or less to a point on the north boundary line of T.I.I.F. Deed #24002; thence run East along the said north boundary line of said T.I.I.F. Deed #24002 for a distance of 100 feet to the north boundary line of said Government Lot 1; thence run Southeasterly along the north boundary line of said Government Lot 1 for a distance of 233 feet, more or less to the northwest corner of the said Block 9; thence run South

along the west boundary line of the said Block 9 for a distance of 942.78 feet back to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "D"
A parcel of land lying adjacent to the lands described in T.I.I.F. Deed #24002 on the Gulf of Mexico in Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, said parcel being more particularly described by metes and bounds as follows:
COMMENCE at the southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Record: of Monroe County; Florida, and run thence North and along the westerly boundary line of the said Block 9 for a distance of 614.13 feet: thence run West for a distance of 300.00 feet; thence run North for a distance of 1062.78 feet to a point on the north boundary line of T.I.I.F. Deed #24002 as described in Official Records Book 346 at Page 580, of the said Public Records, said point being the POINT OF BEGINNING; thence run West and along the north line of said T.I.I.F. Deed #24002 for a distance of 1331.95 feet; thence run North for a distance of 186 feet, more or less, to a point on the waterward boundary line as of July 1, 1975; thence meander said waterward boundary the following twenty-four (24) courses: N 88°53'56" E, for a distance of 39.47 feet; N 65°36'56" E, a distance of 71.66 feet; S 88°16'57" E, for a distance of 75.93 feet; N 77°38'10" E, a distance of 44.29 feet; S 76°11'41" E, for a distance of 76.54 feet; N 88°33'56" E, a distance of 82.11 feet; N 85°40'47" E, for a distance of 103.42 feet; S 75°35'07" E, a distance of 43.33 feet; N 77°23'10" E, for a distance of 41.16 feet; S 84°42'40" E, a distance of 110.45 feet; S 87°26'54" E, for a distance of 85.16 feet; S 79°07'09" E, for a distance of 28.70 feet; N 79°46'31" E, for a distance of 73.24 feet; S 77°57'45" E, for a distance of 41.56 feet; N 77°13'36" E, for a distance of 53.90 feet; S 84°23'12" E, for a distance of 121.58 feet; N 80°09'47" E, for a distance of 54.28 feet; S 82°09'00" E, for a distance of 63.88 feet; S 79°34'01" E, for a distance of 42.16 feet; N 86°10'05" E, for a distance of 98.91 feet; N 88°42'12" E, for a distance of 49.04 feet; S 82°47'37" E, for a distance of 59.12 feet; S 84°16'22" E, for a distance of 85.04 feet; S 47°39'01" E, for a distance of 15.58 feet to a point, said point being the Point of Terminus of the Waterward boundary line as of July 1, 1975; thence S 29°03'59" E and leaving the said Waterward boundary line as of July 1, 1975 for a distance of 197.97 feet to a point, said point being 200.00 feet East of the POINT OF BEGINNING of the said T.I.I.F. Deed #24002; thence run West and along the North line of said T.I.I.F. Deed #24002 and Easterly extension thereof for a distance of 300.00 feet back to the POINT OF BEGINNING.

ALSO DESCRIBED AS:
(Description to incorporate current Mean High Water Line as located on May 16, 2013)

A parcel of land being a part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida described as follows:
BEGINNING at the southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida; thence S 89°46'50" W along the south line of said Block 9 and its easterly extension being the south right-of-way line of Puerta Drive, said bearing referenced to the North American Datum of 1983 (NAD 83), of the Florida State Plane Coordinate System, East Zone with all subsequent bearings referenced thereto, a distance of 185.00 feet; thence S 45°13'01" W, 70.71 feet; thence N 89°46'50" W, 135.00 feet; thence S 00°13'10" W, 340.00 feet; thence N 89°46'50" W, 300.00 feet; thence N 00°13'10" E, 2067.13 feet to the north line of the Trustees of the Internal Improvement Trust Fund (T.I.I.T.F.) Deed Number 24002; thence N 89°46'50" W along said north line, 1331.95 feet; thence N 00°13'10" E, 199.38 feet to the Mean High Water Line of the Gulf of Mexico, being coincident with the boundary of the State of Florida sovereign lands as located on May 16, 2013, having an elevation of (-) 0.1 feet of the North American Vertical Darum of 1988 (NAVD 88); thence meandering along said Mean High Water Line for the following forty-three courses and distances: S 75°10'03" E, 17.09 feet; thence N 78°39'05" E, 68.25 feet; thence N 89°30'17" E, 15.01 feet; thence N 75°15'14" E, 51.14 feet; thence S 86°12'34" E, 48.68 feet; thence N 86°18'20" E, 42.61 feet; thence S 78°03'36" E, 20.90 feet; thence N 82°55'14" E, 20.68 feet; thence S 79°58'18" E, 26.68 feet; thence N 82°01'16" E, 34.71 feet; thence S 88°07'27" E, 19.05 feet; thence S 81°24'47" E, 18.37 feet; thence N 83°19'58" E, 37.65 feet; thence N 88°17'12" E, 46.14 feet; thence N 37°19'14" E, 3.92 feet; thence S 82°12'13" E, 41.59 feet; thence N 81°17'41" E, 29.36 feet; thence S 72°56'29" E, 14.22 feet; thence N 85°48'46" E, 48.07 feet; thence S 89°00'58" E, 37.88 feet; thence S 74°00'33" E, 20.67 feet; thence S 88°24'32" E, 37.19 feet; thence S 84°06'55" E, 54.34 feet; thence N 48°34'35" E, 8.07 feet; thence S 63°55'33" E, 23.21 feet; thence N 85°06'05" E, 80.97 feet; thence S 87°42'46" E, 28.25 feet; thence S 87°37'50" E, 46.30 feet; thence N 62°58'49" E, 26.73 feet; thence S 84°54'29" E, 51.82 feet; thence S 74°52'34" E, 59.48 feet; thence N 58°22'57" E, 39.76 feet; thence S 70°02'44" E, 30.75 feet; thence S 89°09'25" E, 36.47 feet; thence S 81°04'00" E, 76.75 feet; thence S 55°35'02" E, 9.83 feet; thence N 87°43'55" E, 100.88 feet; thence N 79°34'18" E, 60.39 feet; thence S 30°05'11" E, 16.62 feet; thence N 88°49'49" E, 23.02 feet; thence S 86°06'33" E, 23.01 feet; thence N 84°46'41" E, 25.37 feet; thence S 72°52'03" E, 47.43 feet; thence S 28°54'25" E departing said Mean High Water Line, 214.32 feet; thence N 89°46'50" W along the easterly extension of said T.I.I.T.F. Deed Number 24002, a distance of 200.00 feet to the Point of Beginning of said Deed, said point also being on the north line of Government Lot 1; thence S 58°46'14" E along said north line, 233.35 feet to the northwest corner of said Block 9, thence S 00°13'10" W along the west line of said Block 9, a distance of 1556.91 feet to the POINT OF BEGINNING.
Said lands lying and being in Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida containing 952,363 square feet (21.86 acres) more or less.

**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 Director of Planning to the 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 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 7.** **Inclusion in the Comprehensive Plan.** The Future Land Use Map amendment shall be incorporated in the Future Land Use Map of the Monroe County Year 2010 Comprehensive Plan and the text amendment shall be incorporated in the Monroe County Year 2010 Comprehensive Plan. The numbering of the foregoing amendment may be renumbered to conform to the numbering in 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 _____ day of _____, 2016.

Mayor Heather Carruther _____
Mayor *Pro Tem* s George Neugent _____
Commissioner Danny L. Kolhage _____
Commissioner David Rice _____
Commissioner Sylvia Murphy _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
Mayor Heather Carruthers

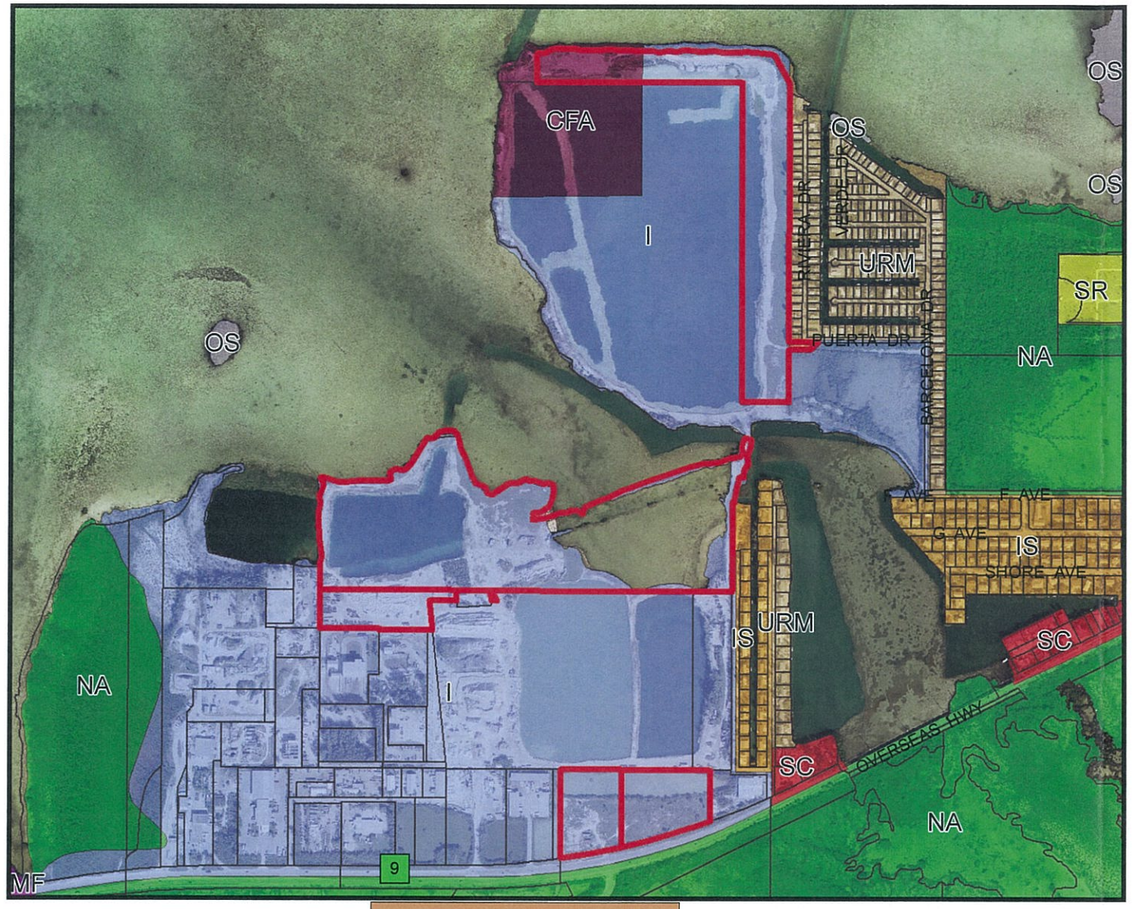
(SEAL)

ATTEST: AMY HEAVILIN, CLERK

_____
DEPUTY CLERK

# Monroe County Land Use Amendment

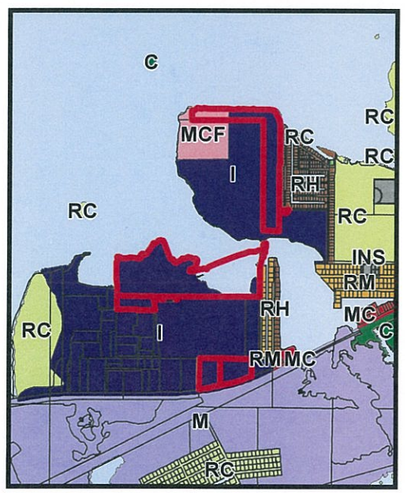
**Exhibit 5 - Proposed LUD Map Amendment**



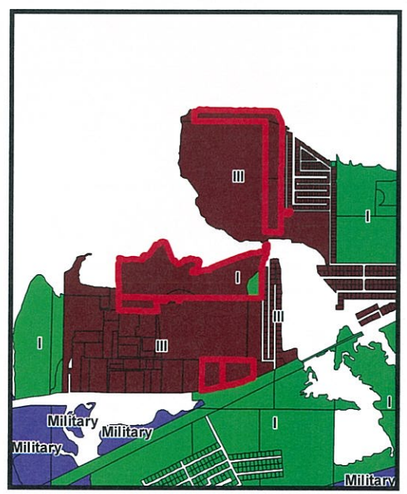

Existing Conditions

Proposed Conditions

**Land Use Designations:** AD = Airport District; CD = Conservation District; CFA = Commercial Fishing Area; CFSD = Commercial Fishing Special District; DR = Destination Resort; I = Industrial; IS = Improved Subdivision; MF = Military Facilities; MI = Maritime Industries; MN = Mainland Native Area; MU = Mixed Use; NA = Native Area; OS = Offshore Island; PR = Park and Refuge; RV = Recreational Vehicle; SC = Suburban Commercial; SR = Suburban Residential; SS = Sparsely Settled; UC = Urban Commercial; UR = Urban Residential; URM = Urban Residential Mobile Home




Future Land Use




Tier Designation

## Growth Management Division

We strive to be caring, professional, and fair.

The Monroe County Land Use District is proposed to be amended as indicated above and briefly described as:

Key: Rockland Key Mile Marker: 9 Map Amendment #:_____

Acreage: 82 Land Use District Map #: 554

Ordinance No.: _____

Date of Adoption: _____

Proposal:

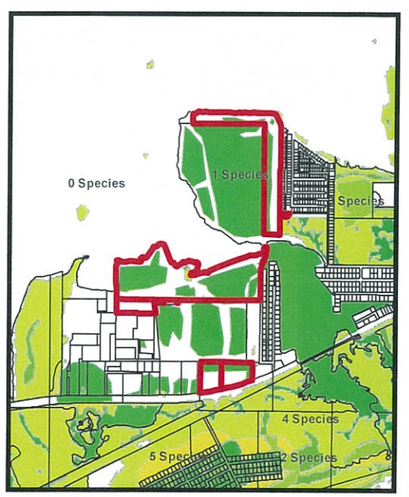
Land Use change of five parcels from Industrial (I) and Commercial Fishing Area (CFA) to Commercial (C2) and Mixed Use (MU).

Property Description:

RE Numbers:
00120940-000100
00122080-000000
00122081-000200
00122010-000000
00121990-000000

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

Exhibit 6 - FLUM Amendment Trip Generation Analysis

# KBP CONSULTING, INC.

## MEMORANDUM

**To:** Barton W. Smith, Esq.
Smith Oropeza, P.L.

**From:** Karl Peterson, P.E.

**Date:** August 11, 2014

**Subject:** Rockland FLUM – Rockland Key, Florida
Trip Generation Analysis

---

Pursuant to our teleconference on Monday, July 28, 2014 we have conducted the additional trip generation analyses for the various permitted uses and land use categories. The results of these analyses are summarized below and on the following pages.

| | | |
|---|---|---|
| **Parcel Information:** | MCF to MC | 2.50 acres |
| | I to MC | 12.33 acres |
| | I to COMM | 29.59 acres |
| | **Total** | **44.42 acres or 1,934,935 square feet** |

**Trip Generation:** **ITE *Trip Generation Manual (9th Edition)***

*All daily trip calculations are based upon average rates as requested by the County's traffic engineering consultant.*

**Trip Differential:** Based upon the foregoing trip generation analyses, the maximum trip generation potential associated with the existing land use categories is 84,367 vehicle trips per day. The maximum trip generation associated with the proposed land use categories is 76,434 vehicle trips per day. The result of the proposed land use plan amendment is a trip generation reduction of 7,933 vehicle trips per day.

8400 North University Drive, Suite 309, Tamarac, Florida 33321
Tel: (954) 560-7103 Fax: (954) 582-0989

| Land Use MC/F FLUM (Monroe County Comprehensive Plan) | Max. Allowed (0.4 FAR Max.) | # of Potential Daily Trips (ITE Trip Gen. - 9th Edition) |
|---|---|---|
| Industrial (light) | 43,560.00 | 304 |
| Industrial (heavy) | 43,560.00 | 65 |
| Marinas (acres) | 2.50 | 52 |
| Commercial Fishing (acres) | 2.50 | 17 |
| Manufacturing | 43,560.00 | 166 |
| Commercial Retail | 43,560.00 | 1,860 |
| Residential (DU) | 2 | 13 |
| Public (Govt Office) | 43,560.00 | 1,216 |
| **Institutional** | | |
| Elementary School | 43,560.00 | 672 |
| Middle/Jr. High School | 43,560.00 | 600 |
| Jr./Community College | 43,560.00 | 1,197 |
| Church | 43,560.00 | 397 |
| Day Care Center | 43,560.00 | 3,226 |
| Cemetery (acres) | 2.50 | 12 |
| Library | 43,560.00 | 2,450 |
| Hospital | 43,560.00 | 576 |

| Land Use MU FLUM (Monroe County Comprehensive Plan) | Max. Allowed (0.60 FAR Max.) | # of Potential Daily Trips (ITE Trip Gen. - 9th Edition) |
|---|---|---|
| Industrial (light) | 65,340.00 | 455 |
| Commercial Fishing (acres) | 2.50 | 17 |
| Manufacturing | 65,340.00 | 250 |
| Office | 65,340.00 | 721 |
| Commercial Retail | 65,340.00 | 2,790 |
| Residential (DU) | 2 | 13 |
| Public (Govt Office) | 65,340.00 | 1,824 |
| **Institutional** | | |
| Elementary School | 65,340.00 | 1,008 |
| Middle/Jr. High School | 65,340.00 | 900 |
| Jr./Community College | 65,340.00 | 1,796 |
| Church | 65,340.00 | 595 |
| Day Care Center | 65,340.00 | 4,839 |
| Cemetery (acres) | 2.50 | 12 |
| Library | 65,340.00 | 3,675 |
| Hospital | 65,340.00 | 864 |

**Parcel Trip Differential:** +1,613 daily vehicle trips

| Land Use I FLUM (Monroe County Comprehensive Plan) | Max. Allowed (0.6 FAR Max.) | # of Potential Daily Trips (ITE Trip Gen. - 9th Edition) |
|---|---|---|
| Industrial (light) | 322,256.88 | 2,246 |
| Industrial (heavy) | 322,256.88 | 483 |
| Commercial Fishing (acres) | 12.33 | 86 |
| Manufacturing | 322,256.88 | 1,231 |
| Office | 322,256.88 | 3,554 |
| Commercial Retail (max of 5,000 sf per parcel) | 161,128.44 | 6,880 |
| Residential (DU) | 12 | 80 |
| Public (Govt Office) | 322,256.88 | 8,997 |
| **Institutional** | | |
| Elementary School | 322,256.88 | 4,972 |
| Middle/Jr. High School | 322,256.88 | 4,441 |
| Jr./Community College | 322,256.88 | 8,859 |
| Church | 322,256.88 | 2,936 |
| Day Care Center | 322,256.88 | 23,866 |
| Cemetery (acres) | 12.33 | 58 |
| Library | 322,256.88 | 18,124 |
| Hospital | 322,256.88 | 4,260 |

| Land Use MU FLUM (Monroe County Comprehensive Plan) | Max. Allowed (0.60 FAR Max.) | # of Potential Daily Trips (ITE Trip Gen. - 9th Edition) |
|---|---|---|
| Industrial (light) | 322,256.88 | 2,246 |
| Commercial Fishing (acres) | 12.33 | 86 |
| Manufacturing | 322,256.88 | 1,231 |
| Office | 322,256.88 | 3,554 |
| Commercial Retail | 322,256.88 | 13,760 |
| Residential (DU) | 12 | 80 |
| Public (Govt Office) | 322,256.88 | 8,997 |
| **Institutional** | | |
| Elementary School | 322,256.88 | 4,972 |
| Middle/Jr. High School | 322,256.88 | 4,441 |
| Jr./Community College | 322,256.88 | 8,859 |
| Church | 322,256.88 | 2,936 |
| Day Care Center | 322,256.88 | 23,866 |
| Cemetery (acres) | 12.33 | 58 |
| Library | 322,256.88 | 18,124 |
| Hospital | 322,256.88 | 4,260 |

**Parcel Trip Differential:** 0 daily vehicle trips

| Land Use I FLUM (Monroe County Comprehensive Plan) | Max. Allowed (0.60 FAR Max.) | # of Potential Daily Trips (ITE Trip Gen. - 9th Edition) |
|---|---|---|
| Industrial (light) | 773,364.24 | 5,390 |
| Industrial (heavy) | 773,364.24 | 1,160 |
| Commercial Fishing (acres) | 29.59 | 206 |
| Manufacturing | 773,364.24 | 2,954 |
| Office | 773,364.24 | 8,530 |
| Commercial Retail (max of 5,000 sf per parcel) | 386,682.12 | 16,511 |
| Residential (DU) | 29 | 193 |
| Public (Govt Office) | 773,364.24 | 21,592 |
| **Institutional** | | |
| Elementary School | 773,364.24 | 11,933 |
| Middle/Jr. High School | 773,364.24 | 10,657 |
| Jr./Community College | 773,364.24 | 21,260 |
| Church | 773,364.24 | 7,045 |
| Day Care Center | 773,364.24 | 57,275 |
| Cemetery (acres) | 29.59 | 140 |
| Library | 773,364.24 | 43,494 |
| Hospital | 773,364.24 | 10,224 |

| Land Use COMM FLUM (Monroe County Comprehensive Plan) | Max. Allowed (0.50 FAR Max.) | # of Potential Daily Trips (ITE Trip Gen. - 9th Edition) |
|---|---|---|
| Industrial (light) | 644,470.20 | 4,492 |
| Office | 644,470.20 | 7,109 |
| Commercial Retail | 644,470.20 | 27,519 |
| Residential (DU) | 0 | 0 |
| Public (Govt Office) | 644,470.20 | 17,994 |
| **Institutional** | | |
| Elementary School | 644,470.20 | 9,944 |
| Middle/Jr. High School | 644,470.20 | 8,881 |
| Jr./Community College | 644,470.20 | 17,716 |
| Church | 644,470.20 | 5,871 |
| Day Care Center | 644,470.20 | 47,729 |
| Cemetery (acres) | 29.59 | 140 |
| Library | 644,470.20 | 36,245 |
| Hospital | 644,470.20 | 8,520 |

**Parcel Trip Differential:** -9,546 daily vehicle trips

## Creech-Gail

**From:** Arrieta, John <john.arrieta@urs.com>
**Sent:** Tuesday, August 12, 2014 2:42 PM
**To:** Koconis-Ed
**Cc:** Santamaria-Mayte; Smith-Patricia; Haberman-Joe
**Subject:** RE: Revised Trip Generation

Hello Ed,

Yes, I concur with your statement below regarding the impact of the maximum FAR application in the trip generation. The trip generation analysis indicates a maximum potential trip generation reduction of 7,933 vehicle trips per day.

Thank you,

**John Arrieta, P.E., PTOE**
Senior Traffic Engineer/Transportation Planner
**URS Corporation Southern**
7800 Congress Avenue, Suite 200
Boca Raton, FL 33487-1350
Office: 561.994.6500
Direct: 561.862.1113
Fax: 561.994.6524

---

**From:** Koconis-Ed [mailto:Koconis-Ed@MonroeCounty-FL.Gov]
**Sent:** Tuesday, August 12, 2014 9:58 AM
**To:** Arrieta, John
**Cc:** Santamaria-Mayte; Smith-Patricia; Haberman-Joe
**Subject:** FW: Revised Trip Generation

John,

Please see attached. The differences from the previous August 5h version is that in this version the maximum FAR is used for all uses. The conclusion is that the same uses are the maximum trip generators. Only the last page which has 29.59 acres going from the Industrial FLUM category to the Commercial FLUM category has a change that affects the total trips. That being that the Commercial FLUM now correctly calculates the trip generation from a 0.50 FAR rather than 0.40 FAR previously, which results in the trip change from a -19,091 daily trips to -9,546 daily trips for this FLUM change and an overall change in trip generation from -17,478 daily trips to -7,933 daily trips inclusive of the entire application.

Please confirm your agreement with the analysis. Thank you.

Ed

**Ed Koconis, AICP**
Growth Management Permit Manager
102050 Overseas Highway
Key Largo, FL 33037
Office: 305.453.8727
E-mail: Koconis-Ed@MonroeCounty-FL.Gov

**From:** bart@smithoropeza.com [mailto:bart@smithoropeza.com]
**Sent:** Monday, August 11, 2014 2:46 PM
**To:** Koconis-Ed
**Subject:** Revised Trip Generation

Ed,

See attached. We should be good to go correct?

Barton W. Smith, Esq.
SMITH OROPEZA, P.L.
138 – 142 Simonton Street
Key West, Florida 33040
Tel: 305-296-7227
Fax: 305-296-8448
www.smithoropeza.com

Tax Advice Disclosure: To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Please note: This law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during and from communications may be used for the purpose of collecting debt.

This e-mail and any attachments contain URS Corporation confidential information that may be proprietary or privileged. If you receive this message in error or are not the intended recipient, you should not retain, distribute, disclose or use any of this information and you should destroy the e-mail and any attachments or copies.