

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 19, 2012

Division: Growth Management

Bulk Item: Yes No

Department: Planning & Env. Resources

Staff Contact Person: Richard Jones/289-2805

AGENDA ITEM WORDING: Approval of an Inter-Local Agreement (ILA) between Monroe County and the City of Key West (City) reimbursing the City in the amount of \$31,852.02 from Boating Improvement Funds for costs previously incurred for mooring repairs and maintenance in association with the City mooring field during FY2011.

ITEM BACKGROUND: The Marine Resources Office routinely provides funding assistance to the various municipalities for boating related projects utilizing Boating Improvement Funds. The City is requesting funding assistance in the form of reimbursement for mooring repairs and maintenance performed in FY'11. The improvements have already been made and are eligible expenditures of Boating Improvement Funds as described under Florida Statute Chapter 328.72. The funding request was approved by the Board at the October 19, 2011 BOCC meeting, prior to the approval of a Resolution establishing policy for reimbursement expenditures to the municipalities within Monroe County.

PREVIOUS RELEVANT BOCC ACTION:

April 2009- ILA reimbursing the City for FY'08 expenditures for mooring field maintenance in the amount of \$17,325

April 2011- ILA reimbursing the City for FY'10 expenditures for mooring field maintenance and grant match funding for a pumpout vessel in the amount of \$35,975

October 2011- Approval of City funding request for FY'11 expenditures in the amount of \$31,852.02

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$31,852.02 **INDIRECT COST:** _____ **BUDGETED:** Yes No

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: \$31,852.02 **SOURCE OF FUNDS:** BIF 157-62520-530340

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

APPROVED BY: County Atty OMB/Purchasing Risk Management

DOCUMENTATION: Included Not Required _____

DISPOSITION: _____ **AGENDA ITEM #** _____

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is entered into as of this ____ day of _____, 2012, between Monroe County, a political subdivision of the State of Florida (COUNTY) and the City of Key West, a municipal corporation organized and existing under the laws of the State of Florida (CITY).

WITNESSETH:

WHEREAS, the COUNTY routinely uses Boating Improvement Funds (BIF) for recreational boating related projects within the various municipalities; and

WHEREAS, the CITY is requesting that the COUNTY provide reimbursement in the amount of \$31,852.02 from BIF for costs previously incurred for mooring repairs and maintenance in association with the CITY mooring field during the past fiscal year; and

WHEREAS, the COUNTY at its October 19, 2011, Board of Count Commissioner's meeting approved a request from the CITY for BIF funding in the amount of \$31,852.02, and directed staff to prepare an Inter-local Agreement (ILA) providing reimbursement funding from BIF reserves for costs previously incurred for mooring repairs and maintenance in association with the CITY mooring field during the past fiscal year; and

WHEREAS, the above expenditures are qualified expenditures from the Boating Improvement Fund;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed between the COUNTY and the CITY as follows:

Section 1. Payment. The COUNTY agrees to reimburse the CITY for incurred boating related costs as follows:

- 1.1 Payment in the amount of \$31,852.02 for mooring repairs and maintenance in association with the City mooring field during the fiscal year 2011.
- 1.2 To receive payment, the CITY shall submit all requests for payment and applicable invoices to the Senior Administrator of the COUNTY's Marine Resources Office (the "Senior Administrator"). The invoices must describe the services performed, together with proof that payment has been made to the CITY'S contractor(s). All documentation shall be forwarded to the County Clerk for payment. Any other documentation requested by the Clerk shall be provided.

Section 2. Term.

- 2.1 This Agreement shall become effective upon execution by both parties.
- 2.2 If such Notice of Termination as specified in Section 3 is given, this Agreement shall terminate within five (5) days thereof, and following such five day period, the parties shall be relieved of all rights and obligations hereunder, except for any rights and obligations that expressly survive termination.

Section 3. Termination and Default.

- 3.1 In the event of any failure of compliance by either party hereto with any of its material obligations to the other party as provided for herein such action shall constitute a default under this Agreement.
- 3.2 Upon any such default, the non-defaulting party shall provide to the defaulting party a written Notice of such default, which Notice (a "Default Notice") shall state in reasonable detail the actions the defaulting party must take to cure the same.
- 3.3 The defaulting party shall cure any such default, within 30 days following the date of the Default Notice.
- 3.4 Notwithstanding the provisions of this Section, if any such default by the defaulting party remains uncured at the conclusion of any specified 30 day cure period, and if the nature of the defaulting party's obligations are such that more than 30 days is required to effect cure, then the defaulting party shall not be in default hereunder and the non-defaulting party shall not have the right to exercise its termination rights granted herein as a result of any such default, if the defaulting party commences cure within the applicable cure period and thereafter diligently pursues cure to completion of performance.
- 3.5 In the event the defaulting party fails to affect any required cure as provided for herein, the defaulting party shall be deemed to be in uncured default hereunder, and the non-defaulting party shall have the right, but shall not be obligated, upon written Notice to the defaulting party, to terminate this Agreement.
- 3.6 If such Notice is given, this Agreement shall terminate on the date set forth in the Notice and the parties shall be relieved of all rights and obligations hereunder, except for any rights and obligations that expressly survive termination.

Section 4. Indemnification.

- 4.1 To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the CITY, to the extent of the COUNTY'S potential liability pursuant to section 768.28, Florida Statutes, does hereby agree to defend, indemnify and hold the COUNTY, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the CITY or any third party vendor contracted by the CITY in connection with this Agreement.

Section 5. Notices.

- 5.1 All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to County: Roman Gastesi, Jr.
County Administrator
Monroe County
Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

With a copy to: Suzanne Hutton, Esq.
Monroe County Attorney's Office
P.O. Box 1026
Key West, Florida 33041-1026

If to City: James Scholl
City Manager
P.O. Box 1409
Key West, Florida 33041

With a copy to: Shawn Smith, Esq.
City Attorney
P.O. Box 1409
Key West, Florida 33041

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

Section 6. Regulatory Powers.

- 6.1 Nothing contained herein shall be construed as waiving either party's regulatory approval or enforcement rights or obligations as it may relate to regulations of general applicability, which may govern the Agreement.
- 6.2 Nothing herein shall be deemed to create an affirmative duty of either party to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

Section 7. Attorneys Fees and Waiver of Jury Trial.

- 7.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 7.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

Section 8. Governing Law.

- 8.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court or the Southern District of Florida. This Agreement is not subject to arbitration.

Section 9. Entire Agreement/Modification/Amendment.

- 9.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 9.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

Section 10. Access to Records and Audits.

- 10.1 City shall keep such records as are necessary to document the performance of the Agreement and expenses as incurred, and give access to these records at the

request of County, the State of Florida, the Federal Government, or authorized agents and representatives of said government bodies. City shall also provide access to the personal property reports, permits, and equipment purchased or utilized under this Agreement. It is the responsibility of City to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. Records shall be kept for a period of five (5) years following execution of this Agreement. City understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. County shall bill City for the amount of the audit exception and City shall promptly repay any audit exception. However, County warrants and represents that it has full authority to fund the Project under the terms and conditions specified herein. The County and City 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 City in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by City.

- 10.2 The COUNTY may cancel this Agreement for refusal by the CITY, or the CITY's subcontractor, to allow access by the County Administrator or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 10.3 The term Records shall refer to any documents, books, data (electronic or hard copy), papers and financial records that result from the CITY or its subcontractors performance of the Services provided in this Agreement.
- 10.4 If the inspection or audit discloses that County funds paid to the City under this Agreement were used for a purpose not authorized by this Agreement, then the CITY must refund the funds improperly spent with interest calculated pursuant to Section 55.03, Florida Statutes, with interest running from the date the COUNTY paid the improperly spent funds to the CITY. This paragraph will survive the termination of this Agreement.

Section 11. Nonassignability.

- 11.1 This Agreement shall not be assignable by either party unless such assignment is first approved by both parties.

Section 12. Severability.

- 12.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected

thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Section 13. Independent Contractor.

13.1 The CITY and its employees, volunteers, agents, vendors and subcontractors shall be and remain independent contractor and not agents or employees of the COUNTY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

Section 14. Waiver.

14.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

Section 15. Funding.

15.1 The parties agree that the COUNTY's responsibility under this Agreement is to provide funding only.

Section 16. Survival of Provisions.

16.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

Section 17. Counterparts.

17.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

BY: _____
Mayor/Chairperson

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BY: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: *M. Simmsley*
Assistant County Attorney 12-14-11

THE CITY OF KEY WEST, FLORIDA

Craig Cates
Craig Cates, Mayor

ATTEST:

Cheryl Smith





1801 N. Roosevelt Blvd.
Key West, FL 33040
keywestcitymarina@keywestcity.com
Phone: 305-809-3982
Fax: 305-293-6477

September 16th 2011

Richard Jones
Monroe County Marine Resources Division
2798 Overseas Highway, Suite 420
Marathon, FL 33050

RE: Request for Boating Improvement Funds to cover the cost of repairs to Key West Mooring field

Dear Mr. Jones:

The City of Key West is requesting reimbursement from the Monroe County Boating Improvement fund for expenditures and work already completed associated with repair and upkeep of Key West Mooring field. The funding will help cover expenses incurred during the fiscal year 2010/2011. The amount needed for reimbursement is \$31,852.02. The Key West Mooring field is comprised of 149 mooring systems used by the general public. The Mooring field is used by locals and visitors alike to safely moor their vessels without the need of conventional anchoring which helps protect our nearshore natural resources.

Respectively,


David Hawthorne
City of Key West
City Marina Supervisor

Mooring Field Expenses for FY11

Date	Vendor	Amount	Description	PO #	Payment
11/10/2010	Seamar	\$4,935.00	Mooring field inspection	PO# 67529	Ck# 3645
1/13/2011	Seamar	\$1,134.00	Repl 25 mooring buoys with hardware	PO# 67892	Ck# 4609
6/8/2011	Seamar	\$4,935.00	Mooring field inspection/replacements	PO# 67529	Ck# 6973
12/3/2010	American Underwater	\$10,700.00	25 Stormsoft 1 1/4" x 10' down lines	PO# 67706	Ck# 3997
5/12/2011	P. B. Portman & Assoc	\$8,190.00	18 Stormsoft 1 1/4" x 10' down lines	PO# 68924	Ck# 6388
10/12/2010	KW Marine Hardware	\$33.00	Rust lock - coating for swivels and shackles	PO# 67141	Ck# 3367
10/19/2010	KW Marine Hardware	\$11.25	Seizing wire	PO# 67141	Ck# 3367
10/19/2010	KW Marine Hardware	\$87.90	7/8" galv shackles	PO# 67141	Ck# 3367
10/22/2010	KW Marine Hardware	\$175.80	7/8" galv shackles	PO# 67141	Ck# 3367
1/27/2011	KW Marine Hardware	\$774.11	600' nylon rope 1"	PO# 68132	Ck# 4680
1/5/2011	KW Marine Hardware	\$17.51	Rigging tools	PO# 67142	Ck# 4579
2/17/2011	KW Marine Hardware	\$31.23	3/8" galv shackles	PO# 67141	Ck# 5005
5/2/2011	KW Marine Hardware	\$426.30	7/8" galv shackles and swivels	PO# 68940	Ck# 6111
3/11/2011	Nap's Dealer Supply, Inc.	\$400.92	Engraved tags for buoys	PO# 68471	Ck# 5451
TOTAL		\$31,852.02			



Diving Services Invoice

Date	Invoice #
11/10/2010	10-139-F

Bill To
City of Key West 525 Angela Street Key West, FL 33040

in

Send Payment to:
Seamar Divers, Inc. 11379 NW 122th Street Miami, FL 33178

P.O. No.	Reference	Terms	Location
	Mooring Field	Net 30	City Marina

Item	Description	Days Worked	Rate	Amount
Charges	Mooring Field Inspection at City Marina 11/10/2010 1ea. Inspection to mooring field	1	4,935.00	4,935.00
			Total	\$4,935.00

OK TO PAY
 \$ 4,935.00
 P.O. # 67529
 BY DMK
Signature
 DATE 11-15-10

PO# 67529
 Rec 80821

WARNING: LOOK FOR A COLORED BACKGROUND AND WATERMARK ON REVERSE

	THE CITY OF KEY WEST OPERATING ACCOUNT POST OFFICE BOX 1400 KEY WEST, FLORIDA 33041	FIRST STATE BANK OF THE FLORIDA KEYS KEY WEST, FLORIDA 33040 63-43 670	3645
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VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
5846	11/19/2010	3645	\$*****4,935.00

FOUR THOUSAND NINE HUNDRED THIRTY FIVE AND 00/100 DOLLARS *****

PAY TO THE ORDER OF SEAMAR DIVERS INCORPORATED POST OFFICE BOX 740976 HOUSTON TX 77274	  <small>TWO SIGNATURES REQUIRED</small>
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⑈ 3645 ⑆ ⑆ 067000438 ⑆ 0100903118 ⑆

ENDORSE CHECK HERE

X

PAY TO THE ORDER OF
SUNTRUST BANK
 063102152
FOR DEPOSIT ONLY
SEAMAR DIVERS INC.
 DO NOT WRITE IN THIS LINE
 DEPOSITORY BANK ENCLOSURE

THIS CHECK CONTAINS THE FOLLOWING SECURITY FEATURES:

1. Watermark: A watermark of the SunTrust logo is visible when held up to the light.
2. UV Ink: The words "SUNTRUST BANK" are printed in UV ink and can only be reproduced in colors.
3. Microprint: The words "SUNTRUST BANK" are printed in tiny characters around the perimeter of the check.
4. Color Shifting: The words "SUNTRUST BANK" are printed in color and the color shifts when the check is tilted.
5. Security Features: The words "SUNTRUST BANK" are printed in a special security ink.



Diving Services Invoice

Date	Invoice #
1/13/2011	11-502

Bill To
City of Key West 525 Angela Street Key West, FL 33040

Send Payment to:
Seamar Divers, LLC 11379 NW 122th Street Miami, FL 33178

P.O. No.	Reference	Terms	Location
* 67892	Mooring Field	Net 30	Key West, FL

Item	Description	Days Worked	Rate	Amount
Lump Sum	Diving Services to replace twenty five mooring buoys with hardware. 01/11/2011 3ea. Men Dive Team 1ea. Shallow Air Diving Pkg. 1ea. 20 ft. diving support vessel	1	1,134.00	1,134.00

OK TO PAY
 \$ 1,134.00
 P.O. # 67892
 BY [Signature]
 DATE 1/13/11

Thank you for your business.	Total	\$1,134.00
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Pay online at: <https://ipn.intuit.com/wh64whg>

WARNING: LOOK FOR A COLORED BACKGROUND AND WATERMARK ON REVERSE.



THE CITY OF KEY WEST
OPERATING ACCOUNT
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041

FIRST STATE BANK
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040
63-43
670

4609

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
5846	01/28/2011	4609	\$*****1,134.00

ONE THOUSAND ONE HUNDRED THIRTY FOUR AND 00/100 DOLLARS *****

PAY TO THE ORDER OF SEAMAR DIVERS INCORPORATED
POST OFFICE BOX 740976
HOUSTON TX 77274

[Handwritten Signature]
[Handwritten Signature]

TWO SIGNATURES REQUIRED

⑆4609⑆ ⑆067000438⑆ 0100903118⑆

NEEDS CHECK HERE

PAY TO THE ORDER OF
FIRST STATE BANK
OF THE FLORIDA KEYS
FOR DEPOSIT ONLY
SEAMAR DIVERS INC.
DO NOT WRITE IN THESE SPACES

DEPOSIT ONLY BANK ENDORSEMENT

THE CHECK CONTAINS THE FOLLOWING SECURITY FEATURES:
 1. COLORED BACKGROUND - See front envelope band for advertisement or color.
 2. THREE ALIGNMENT MARKS - Invisible when photographed into account, which are
 visible when the check is held up to the light and can not be reproduced on copiers.
 3. SECURITY PAPER - Paper made from 100% cotton fibers and contains a watermark.
 4. SAFETY PAPER - Border area of document (border) that when photographed
 will appear as a dark line.
 5. MICR LINE - Magnetic address or serial line.
 6. SECURITY PAPER - Paper made from 100% cotton fibers and contains a watermark.
 7. SECURITY PAPER - Paper made from 100% cotton fibers and contains a watermark.
 8. SECURITY PAPER - Paper made from 100% cotton fibers and contains a watermark.



Diving Services Invoice

Date	Invoice #
6/8/2011	11-516

Bill To
City of Key West 525 Angela Street Key West, FL 33040

Send Payment to:
Seamar Divers, LLC 11379 NW 122th Street Miami, FL 33178

P.O. No.	Reference	Terms	Location
67529	Mooring Field	Net 30	City Marina

Item	Description	Days Worked	Rate	Amount
Charges	Mooring Field Inspection/Replacements From 06/06/2011 thru 06/08/2011		4,935.00	4,935.00
			Total	\$4,935.00

OK TO PAY
 \$ 4,935.00
 P.O. # 67529
 BY [Signature]
 DATE 6/22/11

WARNING: LOOK FOR A COLORED BACKGROUND AND WATERMARK ON REVERSE



THE CITY OF KEY WEST
OPERATING ACCOUNT
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041

FIRST STATE BANK
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040
83-43
670

6973

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
5846	06/24/2011	6973	\$*****4,935.00

FOUR THOUSAND NINE HUNDRED THIRTY FIVE AND 00/100 DOLLARS *****

PAY TO THE ORDER OF SEAMAR DIVERS INCORPORATED
POST OFFICE BOX 740976
HOUSTON TX 77274

[Handwritten Signature]
[Handwritten Signature]
TWO SIGNATURES REQUIRED

⑆6973⑆ ⑆067000438⑆ 0100903118⑆

ENDORSE CHECK HERE

PAY TO THE ORDER OF
SEAMAR DIVERS INCORPORATED
POST OFFICE BOX 740976
HOUSTON TX 77274

FOR DEPOSIT ONLY
SEAMAR DIVERS LLC
100013488110

DO NOT WRITE IN STAMP BELOW THIS LINE
DEPOSITORY BANK ENCLOSUREMENT

THIS CHECK CONTAINS THE FOLLOWING SECURITY FEATURES:
 1. COLORED BACKGROUND - Not from ordinary paper for enhanced security of color
 2. WATERMARK - Visible from both sides of the check, which is
 3. MICR LINE - Laser engraved, built-in MICR line
 4. SECURITY PAPER - Special paper with built-in security features
 5. SECURITY OVER PRINTING - Additional security features
 6. SECURITY FEATURES - Additional security features
 7. SECURITY FEATURES - Additional security features

AMERICAN UNDERWATER CONTRACTORS, INC.

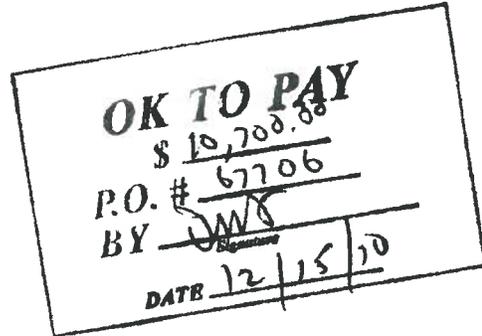
17536 SE Conch Bar Ave., Tequesta, FL 33469

Ph: 561-575-5538 Fx: 561-575-4651

AUCfoster@aol.com

Invoice 1201-10
PO # 067706
December 3, 2010

Mr. David Hawthorne
Marina Supervisor
Garrison Bight City Marina
1801 N. Roosevelt Blvd.
Key West, FL 33040



Qty	Description	Unit Price	Ext. price
25	StormSoft 1 1/4" x 10' down lines-delivered to Key West	\$ 428.00	\$ 10,700.00
StormSoft lines delivered to:			
Garrison Bight Marina 1801 North Roosevelt Blvd Key West, FL 33040			
Total Amount Due			\$ 10,700.00

Thank You For Your Business

WARNING: LOOK FOR A COLORED BACKGROUND AND WATERMARK ON REVERSE



THE CITY OF KEY WEST
OPERATING ACCOUNT
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041

FIRST STATE BANK
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040
83-43
670

3997

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
3970	12/17/2010	3997	\$*****10,700.00

TEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS *****

PAY TO THE ORDER OF AMERICAN UNDERWATER CONTRACTOR
17536 SE CONCH BAR AVENUE
TRQUESTA FL 33469

[Handwritten Signature]
[Handwritten Signature]
TWO SIGNATURES REQUIRED

⑈3997⑈ ⑆067000438⑆ 0100903118⑈

⑈0001070000⑈

AMERICAN UNDERWATER CONTRACTOR
17536 SE CONCH BAR AVENUE
TRQUESTA FL 33469

3211 63300

JUN -3

720010097

12/17/10
107000438
0100903118

THE CHECK CONTAINS THE FOLLOWING SECURITY FEATURES:
 - MICR LINE
 - SECURITY MARKS
 - WATERMARK
 - COLOR CHANGES
 - SECURITY PAPER
 - SECURITY THREAD
 - SECURITY FIBER
 - SECURITY INK
 - SECURITY GLASS

P. B. PORTMANN & ASSOCIATES, INC.

17961 April Lane
Jupiter, Florida
33458

INVOICE
May 12, 2011

STORMSOFT MOORING DOWN LINE

On May 13, 2011, eighteen (18) standard StormSoft Mooring Down Line's were shipped by Vendor # 9426, to Garrison Bight / City Marina, 1801 North Roosevelt Blvd., Key West, Florida 33040, per Purchase Order # 068924, issued on 4/28/2011.

For shipping details, or any other questions, please contact us @ PBPortmann@aol.com.

Specifications are:
Length overall: 10'
Diameter: 1 1/4"

List Price: \$480.00 each

We have included free S&H on this order as well as the \$25.00 per unit discount.

Quantity shipped: 18 \$455.00 each

Total Balance Due: \$8,190.00

Note: any additional undisclosed banking fees for this transaction will be the responsibility of the City of Key West.

OK TO PAY
\$ <u>8,190.00</u>
P.O. # <u>68924</u>
BY <u>[Signature]</u>
DATE <u>5/17/11</u>

WARNING: LOOK FOR A COLORED BACKGROUND AND WATERMARK ON REVERSE



THE CITY OF KEY WEST
OPERATING ACCOUNT
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041

FIRST STATE BANK
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040
63-43
670

6388

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
9426	05/20/2011	6388	\$*****8,190.00

EIGHT THOUSAND ONE HUNDRED NINETY AND 00/100 DOLLARS *****

PAY P.B. PORTMANN & ASSOCIATES INC
TO THE 17961 APRIL LANE
ORDER JUPITER FL 33458
OF

TWO SIGNATURES REQUIRED

⑈6388⑈ ⑆067000438⑆ 0100903118⑈

⑈0000819000⑈

Handwritten notes:
P.B. Portmann & Assoc
Inc
for deposit only
5/19/11
NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES
OPTIONAL BUSINESS REPLY MAIL

750380317
11/20/11
0100903118
0100903118
BANK OF AMERICA NIA
POJ 96 96 PMS
MAY 26

THIS CHECK AUTHORIZES THE FOLLOWING ACCOUNT FEATURES:
1. CHECKS BEING CASHED: Any check cashing based on information on the back of the check.
2. CHECKS BEING DEPOSITED: Any check deposited into any account.
3. CHECKS BEING STOPPED: Under authorization, bank will stop check for cash or deposit.
4. CHECKS BEING PAID: Any check cashed or deposited into any account.
5. CHECKS BEING RETURNED: Any check returned to the sender.
6. CHECKS BEING VOIDED: Any check voided by the sender.
7. CHECKS BEING REVERSED: Any check reversed by the sender.
8. CHECKS BEING REVERSED: Any check reversed by the sender.
9. CHECKS BEING REVERSED: Any check reversed by the sender.

THE CITY OF KEY WEST POST OFFICE BOX 1409, KEY WEST, FLORIDA 33041

3367

DATE	INVOICE NUMBER	DESCRIPTION	P.O.	AMOUNT
10/12/2010	106602	BOATS, MOTORS, & MARINE & WILD	067141	33.00
10/19/2010	106551	BOATS, MOTORS, & MARINE & WILD	067141	11.25
10/19/2010	106643	BOATS, MOTORS, & MARINE & WILD	067141	87.90
10/22/2010	106581	BOATS, MOTORS, & MARINE & WILD	067141	175.80
10/16/2010	106544	BOATS, MOTORS, & MARINE & WILD	067142	25.65
KEY WEST MARINE HARDWARE			352	TOTAL ▶ \$*****333.60



THE CITY OF KEY WEST
 OPERATING ACCOUNT
 POST OFFICE BOX 1409
 KEY WEST, FLORIDA 33041

FIRST STATE BANK
 OF THE FLORIDA KEYS
 KEY WEST, FLORIDA 33040
 83-43
 670

3367

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
352	10/29/2010	3367	\$*****333.60

THREE HUNDRED THIRTY THREE AND 60/100 DOLLARS *****

PAY TO THE ORDER OF
 KEY WEST MARINE HARDWARE
 818 CAROLINE STREET
 KEY WEST FL 33040

COPY-0001
****VOID****
 TWO SIGNATURES REQUIRED

WARNING: LOOK FOR A COLORED BACKGROUND AND WATERMARK ON REVERSE



THE CITY OF KEY WEST
OPERATING ACCOUNT
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041

FIRST STATE BANK
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040
63-43
670

3367

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
352	10/29/2010	3367	\$*****333.60

THREE HUNDRED THIRTY THREE AND 60/100 DOLLARS *****

PAY TO THE ORDER OF
KEY WEST MARINE HARDWARE
818 CAROLINE STREET
KEY WEST FL 33040

[Handwritten Signature]
[Handwritten Signature]
TWO SIGNATURES REQUIRED

⑈3367⑈ ⑆067000438⑆ 0100903118⑈

X FOR DEPOSIT ONLY
KEY WEST MARINE HARDWARE
0100107205
FIRST STATE BANK

60101181 01204245

THIS CHECK IS SUBJECT TO THE FOLLOWING SECURITY FEATURES:
1. Color background
2. Security watermark
3. Security watermark
4. Security watermark
5. Security watermark
6. Security watermark
7. Security watermark
8. Security watermark
9. Security watermark
10. Security watermark



THE CITY OF KEY WEST POST OFFICE BOX 1409, KEY WEST, FLORIDA 33041

4680

DATE	INVOICE NUMBER	DESCRIPTION	P.O.	AMOUNT
02/02/2011	107949	BOATS, MOTORS, & MARINE & WILD	067141	78.03
01/26/2011	107834	BOATS, MOTORS, & MARINE & WILD	067400	6.75
01/27/2011	107795	BOATS, MOTORS, & MARINE & WILD	068132	774.00
KEY WEST MARINE HARDWARE			352	TOTAL ▶ \$*****858.78



THE CITY OF KEY WEST
OPERATING ACCOUNT

POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041

FIRST STATE BANK
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040

63-43
870

4680

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
352	02/04/2011	4680	\$*****858.78

EIGHT HUNDRED FIFTY EIGHT AND 78/100 DOLLARS *****

PAY TO THE ORDER OF
KEY WEST MARINE HARDWARE
818 CAROLINE STREET
KEY WEST FL 33040

COPY-0001
****VOID****
TWO SIGNATURES REQUIRED

WARNING: LOOK FOR A COLORED BACKGROUND AND WATERMARK ON REVERSE



THE CITY OF KEY WEST
OPERATING ACCOUNT

POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041

FIRST STATE BANK
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040

83-43
870

4680

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
352	02/04/2011	4680	\$*****858.78

EIGHT HUNDRED FIFTY EIGHT AND 78/100 DOLLARS *****

PAY TO THE ORDER OF
KEY WEST MARINE HARDWARE
818 CAROLINE STREET
KEY WEST FL 33040

[Handwritten Signature]
[Handwritten Signature]

TWO SIGNATURES REQUIRED

⑈4680⑈ ⑆067000438⑆ 0100903118⑈

FOR DEPOSIT ONLY
KEY WEST MARINE HARDWARE
0100107205
FIRST STATE BANK

66ZZ10510 80Z01102

1. C. K. 1000
2. 1000
3. 1000
4. 1000
5. 1000
6. 1000
7. 1000
8. 1000
9. 1000
10. 1000
11. 1000
12. 1000
13. 1000
14. 1000
15. 1000
16. 1000
17. 1000
18. 1000
19. 1000
20. 1000

KEY WEST MARINE HARDWARE, INC.

818 Caroline Street
 KEY WEST, FLORIDA 33040
 (305) 294-3519 294-3425
 FAX (305) 296-4034

CUSTOMER'S ORDER NO. 067142		PHONE		DATE 1/5/11		
NAME Cody or Kay West						
ADDRESS Hooking Field						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT
QTY.	DESCRIPTION			PRICE	AMOUNT	
1	Rope Spline Blade			5.26	5.26	
1	1/2" O.D. 166 Wire			11.25	11.25	
					17.51	
OK TO PAY \$ 17.51 P.O. # 67142 BY <u>[Signature]</u> DATE 1/20/11						
RECEIVED BY					TAX	-0-
					TOTAL	17.51

All claims and returned goods must be accompanied by this bill.

107573

Thank You

Rigging tool to splice rope for buoys

THE CITY OF KEY WEST POST OFFICE BOX 1409, KEY WEST, FLORIDA 33041

4579

DATE	INVOICE NUMBER	DESCRIPTION	P.O.	AMOUNT
01/18/2011	107735	BOATS, MOTORS, & MARINE & WILD	067141	26.08
01/20/2011	107752	BOATS, MOTORS, & MARINE & WILD	067141	14.65
01/05/2011	107573	BOATS, MOTORS, & MARINE & WILD	067142	17.51
KEY WEST MARINE HARDWARE			352	TOTAL ▶ \$*****58.24



THE CITY OF KEY WEST
OPERATING ACCOUNT

POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041

FIRST STATE BANK
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040

83-43
870

4579

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
352	01/28/2011	4579	\$*****58.24

FIFTY EIGHT AND 24/100 DOLLARS *****

PAY
TO THE
ORDER
OF

KEY WEST MARINE HARDWARE
818 CAROLINE STREET
KEY WEST FL 33040

COPY-0001

****VOID****

TWO SIGNATURES REQUIRED

WARNING: LOOK FOR A COLORED BACKGROUND AND WATERMARK ON REVERSE



THE CITY OF KEY WEST
OPERATING ACCOUNT
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041

FIRST STATE BANK
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040
83-43
870

4579

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
352	01/28/2011	4579	\$*****58.24

FIFTY EIGHT AND 24/100 DOLLARS *****

PAY TO THE ORDER OF
KEY WEST MARINE HARDWARE
818 CAROLINE STREET
KEY WEST FL 33040

[Handwritten Signature]
[Handwritten Signature]
TWO SIGNATURES REQUIRED

⑈4579⑈ ⑆067000438⑆ 0100903118⑈

FOR DEPOSIT ONLY
KEY WEST MARINE HARDWARE
0100187205
FIRST STATE BANK
X

20110131 013012805

PLEASE PRINT OR TYPE CLEARLY
NAME OF DEPOSITOR
ADDRESS
CITY
STATE
ZIP
ACCOUNT NUMBER
DATE
AMOUNT
SIGNATURE
INITIALS
DATE
AMOUNT
SIGNATURE
INITIALS

KEY WEST MARINE HARDWARE, INC.

818 Caroline Street
 KEY WEST, FLORIDA 33040
 (305) 294-3519 294-3425
 FAX (305) 296-4034

CUSTOMER'S ORDER NO. <u>68940</u>		PHONE		DATE <u>5-2-11</u>		
NAME <u>City of Key West</u>						
ADDRESS <u>Carroll Street</u>						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT
QTY.	DESCRIPTION			PRICE	AMOUNT	
<u>18</u>	<u>7/8 galv shc 46</u>			<u>123</u>	<u>2214.00</u>	
<u>6</u>	<u>1/4 galv snivel</u>			<u>23.00</u>	<u>138.00</u>	
					<u>176.30</u>	
<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>OK TO PAY \$ <u>426.30</u> P.O. # <u>68940</u> BY <u>[Signature]</u> DATE <u>5/4/11</u></p> </div>						
RECEIVED BY <u>[Signature]</u>					TAX	
					TOTAL	<u>4,26.30</u>

All claims and returned goods must be accompanied by this bill.

109169

Thank You

THE CITY OF KEY WEST POST OFFICE BOX 1409, KEY WEST, FLORIDA 33041

6111

DATE	INVOICE NUMBER	DESCRIPTION	P.O.	AMOUNT
05/03/2011	109203	BOATS, MOTORS, & MARINE & WILD	067158	72.00
05/02/2011	109169	BOATS, MOTORS, & MARINE & WILD	068940	426.30
KEY WEST MARINE HARDWARE			352	TOTAL ▶ \$*****498.30



THE CITY OF KEY WEST
OPERATING ACCOUNT

POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041

FIRST STATE BANK
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040

83-43
670

6111

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
352	05/06/2011	6111	\$*****498.30

FOUR HUNDRED NINETY EIGHT AND 30/100 DOLLARS *****

PAY
TO THE
ORDER
OF

KEY WEST MARINE HARDWARE
818 CAROLINE STREET
KEY WEST FL 33040

COPY-0001

****VOID****

TWO SIGNATURES REQUIRED

WARNING: LOOK FOR A COLORED BACKGROUND AND WATERMARK ON REVERSE

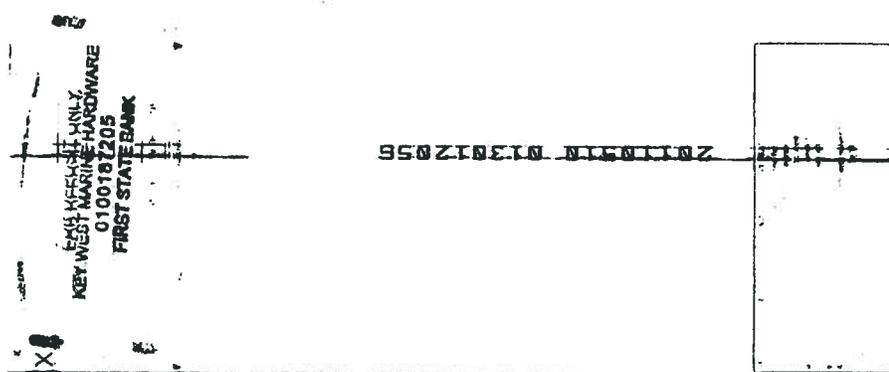
 <p>THE CITY OF KEY WEST OPERATING ACCOUNT POST OFFICE BOX 1409 KEY WEST, FLORIDA 33041</p>	<p>FIRST STATE BANK OF THE FLORIDA KEYS KEY WEST, FLORIDA 33040 63-43 870</p>	<p style="font-size: 24pt;">6111</p>
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VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
352	05/06/2011	6111	\$*****498.30

FOUR HUNDRED NINETY EIGHT AND 30/100 DOLLARS *****

<p>PAY TO THE ORDER OF</p>	<p>KEY WEST MARINE HARDWARE 818 CAROLINE STREET KEY WEST FL 33040</p>	<div style="text-align: right;">   <p>TWO SIGNATURES REQUIRED</p> </div>
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⑈6111⑈ ⑆067000438⑆ 0100903118⑈





Nap's Dealer Supplies Inc.

P.O. Box 385
Belmont, MI 49308-0385
1-800-451-3330

INVOICE

33161 Page: 1
INVOICE DATE: 3/11/2011
CLIENT NO: 15277
SHIP DATE: 03/11/11
SHIP VIA: UPS Ground
CONSULTANT JBC SS
Joe Czarnopys

TO:
City of Key West
P.O. Box 1409
Key West FL 33041-1409

SHIP TO: 01 (unless otherwise specified)
ATTN: David Hawthorne
Garrison Bight Marina
City Marina @ Garrison Bright Ma
1801 North Roosevelt Blvd
Key West FL 33040

ORDERED	SHIPPED	UNIT	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
151	151	EA/1	PG-004	Plastic Engraved Tags 3" circles White/Black	2.05	309.55
			Customer PO: 068471	Dist. PO#	P16544	
25	25	EA/1	PG-004	Plastic Engraved Tags 3" circles Red/White	2.05	51.25
			Customer PO: 068471	Dist. PO#	P16544	

Need Nap's W-9?
Email sstiver@napsupply.com

Have a unique tag design that you'd like to show off? Take a picture of it being used and post it on our Nap Tags facebook page. Or, send your photo to us at info@napsupply.com. We will post your photo on our facebook page and share your creative genius with the world!

The following tracking numbers are associated with this invoice:

Source Doc	Tracking Information:
P16544	UPS #1Z7583R80342763180

OK TO PAY
 \$ 400.92
 P.O. # 68471
 BY JMS
 DATE 3/22/11

Our Terms are: 30 days DUE ON RECEIPT.

Sub Total 360.80

*****PLEASE PAY FROM THIS INVOICE*****

Order Received 3/16/11

Sales Tax 0.00
Freight 40.12
TOTAL 400.92

WARNING: LOOK FOR A COLORED BACKGROUND AND WATERMARK ON REVERSE



THE CITY OF KEY WEST
OPERATING ACCOUNT
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041

FIRST STATE BANK
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040
83-43
870

5451

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
9654	03/25/2011	5451	\$*****400.92

FOUR HUNDRED AND 92/100 DOLLARS *****

PAY TO THE ORDER OF
NAP TAGS
POST OFFICE BOX 365
BELMONT MI 49306

[Handwritten Signature]
[Handwritten Signature]
TWO SIGNATURES REQUIRED

⑈5451⑈ ⑆067000438⑆ 0100903118⑈

Nap Ventures Inc
1852387065

C 10152 B05

...CHECK DEPOSITING THE ...
...CITY OF KEY WEST...
...POST OFFICE BOX 1409...
...KEY WEST, FLORIDA 33041...
...FIRST STATE BANK OF THE FLORIDA KEYS...
...KEY WEST, FLORIDA 33040...
...83-43...
...870...