

Jacobs Aquatic Club
Master's Swim Club
Swim Lessons
Water Aerobics

Jacobs Aquatic Center

320 Laguna Avenue
Key Largo, FL 33037
(305) 453-7946

Aquatic Therapy
Pilates
Conference Rooms
www.jacobsaquaticcenter.org

DATE: 12 May 2010

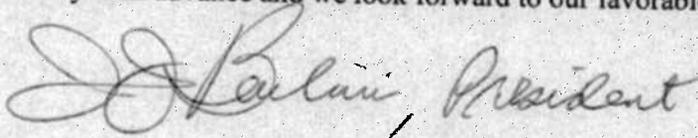
TO: Ms. Tennyson

FROM: James Boilini, President Upper Keys Community Pool, Inc.

Upper Keys Community Pool (UKCP) dba Jacobs Aquatic Center requests County funding for \$250,000 annually to provide and maintain a public aquatic facility in Key Largo. Location of Jacobs Aquatic Center since 2002 is Key Largo Community Park. Revenues directed to UKCP/JAC will be used (but not exclusive to) utilities, payroll, payroll expenses, programming, and outreach Community Programs.

During the year 2009, JAC had a total of 68,500 visits. Of which approximately 500 individuals or families have use of the facility at a reduced or no cost charge. This includes families that qualify below the poverty level, members of MARC, Wounded Veterans, and Fire Department/EMT Training, plus others including numerous non-profit community based organizations. Additionally, we have provided training for approximately 24 individuals in the Life Saving Skills and CPR.

Thank you in advance and we look forward to our favorable relationship with Monroe County.

 President

AMENDMENT TO AGREEMENT

THIS ADDENDUM to agreement is made and entered into this 20th day of October, 2010, between Monroe County (hereinafter "County") and Upper Keys Community Pool, Inc., d/b/a Jacobs Aquatic Center of Key Largo (hereinafter UKCP).

WHEREAS, on December 14, 2000, the parties entered into a twenty-year lease, commencing on the date of the agreement, of a parcel of land at the Key Largo Community Park; and

WHEREAS, said lease obligated UKCP to provide for construction of a swimming pool and related facilities; and

WHEREAS, said lease required UKCP, upon obtaining a certificate of occupancy for the pool and related facilities, to continuously maintain the pool and its water quality as well as operate the pool and related facilities in accordance with all laws and regulations applicable to such facilities and operations; and

WHEREAS, said lease set forth numerous requirements which included maintenance, repairs, daily hours open to the general public, presence of trained lifeguards, and a percentage of revenues to be set aside for pool operations, upkeep, maintenance and repairs; and

WHEREAS, said lease provided that the County may, but is not obligated to, appropriate revenue from any lawfully available source for construction, repair, maintenance and operations; and

WHEREAS, County has provided funding for capital costs and utilities via separate contracts dated March 22, 2001, July 17, 2002, February 19, 2003, December 17, 2003, and March 17, 2004; and

WHEREAS, County has provided funding for operations via lease amendments dated April 20, 2005, October 19, 2005, October 18, 2006; and October 17, 2007, and

WHEREAS, UKCP has provided and operated the pool, but requires funding for operations; and

WHEREAS, County has deemed it in the best interests of the residents and general public to provide additional monies for operations, maintenance and all other obligations imposed upon UKCP by the lease dated December 14, 2000, as amended April 20, 2005, October 19, 2005, October 18, 2006, and October 17, 2007;

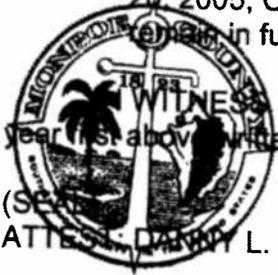
NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amended agreement as follows:

1. The lease dated December 14, 2000, as amended April 20, 2005, October 19, 2005, and October 18, 2006, and October 17, 2007, is hereby amended as follows:

- A. A new paragraph, Paragraph 15A, shall be added to read:

15. Commencing October 1, 2010, and ending September 30, 2011, County shall pay UKCP an amount not to exceed \$180,000.00, payable up to \$15,000.00 per month, upon submission to the County Clerk of an invoice with supporting documentation acceptable to the Clerk to document the performance of the agreement and expenses as incurred. Payment shall be made on a reimbursement basis except for those items which UKCP specifically identifies and requests in writing be paid by the Direct Vendor method.

2. The remaining provisions of the lease dated December 14, 2000, as amended April 20, 2005, October 19, 2005, and October 18, 2006, and October 17, 2007, shall be in full force and effect.



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

(Seal)
ATTORNEY DANIEL L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *Janet Stanwick*
Deputy Clerk

By *Sylvia J. Murphy*
Mayor/Chairman

[Signature]
Witness

Upper Keys Community Pool, Inc.

(Federal ID No. 65-0760704)

[Signature]
Witness

By *[Signature]*
President

Christee Dulcett Barrios

8/25/10

FILED FOR RECORD
2010 OCT 26 PM 12:25

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		<u>\$ X,XXX.XX</u>
(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)		<u>\$ X,XXX.XX</u>

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

ATTACHMENT C

Services to be provided:

(Insert a description of your organization including a list of the services that will be provided by your organization under this contract.)

Upper Keys Community Pool, d/b/a Jacobs Aquatic Center, a 501 © 3 corporation registered in Florida agrees to manage, maintain, promote and program Jacobs Aquatic Center in Key Largo, FL. Duties will include but not limited to: scheduling of the center for the public's benefit, maintain facility in compliance with all necessary laws and regulations, retain and maintain all financial records for inspection and promote a safe, drug free workplace.

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."

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Upper Keys Community Pool, Inc. warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

[Signature]
(signature)
Date: 28 September 2010

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
James Bailini who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 28th day of September, 2010.

[Signature]
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4



DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Upper Keys Community Pool, 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.

STATE OF Florida

[Signature]
(Signature of Respondent)

COUNTY OF Monroe

28 September 2010
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

James Boilini who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this

28th day of September, 2010.

[Signature]
NOTARY PUBLIC

My commission expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2010

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 T.R. Jones & Company 1780 N Krome Ave Homestead FL 33030		CONTACT NAME: Patti Spires, CIC PHONE (A/C No. Ext): (305) 247-5121 FAX (A/C No.): (305) 248-8543 E-MAIL ADDRESS: pspires@trjones.com PRODUCER CUSTOMER ID: 00012783	
INSURED Upper Keys Community Pool, Inc, DBA: Jacobs P.O. Box 1994 Key Largo FL 33037		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Ins Co INSURER B: Florida Retail Federation SIF INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 10 Master **REVISION NUMBER:**

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

INSTR LTR	TYPE OF INSURANCE	ADDL NUMBER INSR INVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CA00000580907	10/3/2010	10/3/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA00000580907	10/3/2010	10/3/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<i>M. Slus 10/22/10</i>					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0520-40062-0	10/3/2010	10/3/2011	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 100,000 E.L DISEASE - EA EMPLOYEE \$ 100,000 E.L DISEASE - POLICY LIMIT \$ 500,000
<i>Beeth letter</i>						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Community Swimming Pool.
 Monroe County Board of County Commissioners & Monroe County ZDC are Included as additional insured on the General Liability and non-owned automobile liability but only in regards to operations of the insured
 *10 days notice of cancellation for non payment of premium.

CERTIFICATE HOLDER **CANCELLATION**

Monroe County Board of County Commissioners c/o Risk Management P.O. Box 1026 Key West, FL 33041	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 Deborah McAfee
---	--

**COMMUNITY SWIMMING POOL
LEASE AGREEMENT**

This Agreement is made and entered into on this the 14th of December, 2000, by MONROE COUNTY, a political subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West, FL 33040, hereafter County, and the UPPER KEYS COMMUNITY POOL, INC., a not-for-profit corporation, whose address is 89 North Bay Harbor Drive, Key Largo, FL 33037, hereafter UKCP.

WHEREAS, UKCP has received a generous donation for the construction and operation of a community swimming pool and related facilities at the Key Largo Community Park, hereafter KLCP; and

WHEREAS, the County is desirous of leasing a portion of the KLCP for use as a community swimming pool and related facilities; now, therefore

IN CONSIDERATION of the following mutual promises and covenants, the parties agree as follows:

1. The County hereby leases to UKCP a parcel of land located at KLCP depicted on **Exhibit A** (hereafter, the premises). Exhibit A is attached to, and incorporated in, this lease. The rental payment is \$10.00 per year due on the anniversary date of this lease.
2. The term of this lease is 20 years commencing on the date first written above. Upon the termination of this lease, either pursuant to this paragraph or as provided elsewhere in this lease, UKCP must peacefully surrender and abandon the premises to the County.
3. a) Within 36 months from the date first written above, UKCP must cause to be constructed upon the premises the swimming pool and related facilities as generally depicted on **Exhibit B**. UKCP may utilize the services of such architects, engineers, contractors and suppliers whom UKCP determines to be most suitable. The final location and design of the swimming pool and related facilities are subject to the approval of the County Engineer, but such approval is not intended to waive the responsibility and duty of the architect(s) and engineer(s) employed by UKCP to furnish a professionally engineered and designed high quality work product.

FILED FOR RECORD
ON DEC 28 AM 11:51
DANNY L. VOLLMER
CLERK OF CIRCUIT
MONROE COUNTY, FLA

b) During the process of construction of the swimming pool and related facilities, and thereafter, UKCP must not allow, suffer or permit any lien or encumbrance, however denominated, to be filed against the premises or any part or portion of the swimming pool or related facilities. If such a lien or encumbrance is filed, then UKCP shall immediately cause the cancellation and removal of such lien or encumbrance. Further, during the process of constructing the swimming pool and related facilities and until (a) the certificate of occupancy is issued, (b) requests for final payment have been received from all contractors in privity with UKCP showing that all their subcontractors and materialmen have been paid, and (c) a certificate of satisfaction and final payment has been received from each contractor in privity with UKCP, UKCP must keep in full force and effect construction and performance bonds in the amount of the final construction price.

c) When a certificate of occupancy is issued for the swimming pool and related facilities, then title to, and ownership of, those improvements automatically vests in the County.

4. Notwithstanding subparagraph 3(c), once a certificate of occupancy has been issued for the swimming pool and related facilities, UKCP must thereafter continuously maintain the pool, and its water quality, in accordance with all applicable state laws and administrative regulations. The UKCP must also operate the pool and related facilities in accordance with all applicable state laws and administrative regulations. All permits (state or local government) necessary for the operation of the pool shall be applied for by, and shall be in the name of, UKCP. If a fine or penalty is imposed by any state or local government agency having jurisdiction over public swimming pools due to the failure of UKCP to keep and maintain the pool in conformity with state law or administrative rules, then UKCP shall be solely responsible for the payment of that fine or penalty. UKCP shall also be responsible for all other upkeep, maintenance and repairs of the premises, the pool and the pool-related facilities, including but not limited to, structural and mechanical repairs.

5. a) Once the swimming pool and related facilities are complete and a certificate of occupancy issued, then UKCP must keep open the pool and facilities daily for use by the general public with trained life guard(s) on duty at all times that the pool is open. UKCP may also

conduct, instructional and recreational programs, but when such programs are not being conducted, the pool and facilities must be open to the general public. UKCP is authorized to charge admission fees to members of the general public desiring to use the pool and facilities and to charge fees for all instructional or recreational programs; provided, however, that fees be charged for admittance or for any instructional or recreational program, must not be differentiated based on any of the criteria set forth in (b)(1) below, nor on membership in any organization.

b) In making the swimming pool and related facilities available to the general public and for instructional and recreational programs, UKCP must:

1) Not cause, suffer or permit any individual to be discriminated against on the basis of race, religion, national origin, gender, or sexual orientation;

2) Not cause, , suffer or permit any individual to be discriminated against in violation of the Americans With Disabilities Act (42 USCA 12101, et seq.).

c) All revenues generated at premises, less a reasonable reserve for administrative overhead (not to exceed 5% of gross revenues), must be deposited by UKCP in a separate dedicated pool account for the operation, upkeep, maintenance and repairs of the premises, swimming pool and related facilities.

d) All UKCP financial records pertaining to the premises, the swimming pool and related facilities must be kept according to generally accepted accounting principles and made available to auditors employed by the County or the state during regular business hours (Monday through Friday, 8:30 AM to 5 PM, holidays excepted). UKCP also acknowledges that all records pertaining to the premises, swimming pool and related facilities are public records under Chapter 119, F.S., and must be made available for examination and copying by any member of the public who so requests, in accordance with the provisions of Chapter 119, F.S.

e) The Board of County Commissioners (BOCC) may, but is not obligated to, appropriate revenue from any lawfully available source for the construction, upkeep, maintenance, repair or operation of the swimming pool and related facilities, when so requested by UKCP.

6. UKCP acknowledges that the premises were purchased with funds received from the Florida Communities Trust (FCT). As a result, use of the premises is subject to the provisions of the restrictive covenants attached as **Exhibit C**. Exhibit C is attached to, and incorporated into, this lease. Should the FCT determine that any portion of the lease is in conflict with any term or condition of Exhibit C, or is in conflict with any relevant provision of federal or state law or administrative rule, then that determination will supersede any contrary provision of this lease to the extent of the conflict.

7. a) Before opening the swimming pool and related facilities to the public, UKCP must obtain the insurance as set forth in **Exhibit D**. Exhibit D is attached and made a part of this lease.

b) UKCP must keep in full force and effect the insurance described in Exhibit D during the term of this lease. If the insurance policies originally purchased which meet the requirements of Exhibit D are canceled, terminated or reduced in coverage, then UKCP must immediately substitute complying policies so that no gap in coverage occurs.

c) The insurance required of UKCP in this paragraph is for the protection of the County, its property and employees, and the general public. The insurance requirement is not, however, for the protection of any specific member of the general public who might be injured because of an act or omission of UKCP, its employees, agents or contractors. The insurance requirements of this paragraph are not intended to make any specific injured member of the general public a third party beneficiary under this lease. No failure by the County to enforce this paragraph shall constitute a breach of any duty or obligation owed to any specific member of the general public, nor shall it subject the County to liability to a specific member of the general public or his/her dependents, estate or heirs.

8. UKCP is liable for and must fully defend, release, discharge, indemnify and hold harmless the County, the members of the County Commission, County officers and employees, and County agents and contractors, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type including without limitation investigation and witness costs and attorneys' fees and costs, that arise out of or are attributable to UKCP's actions

and operation undertaken pursuant to this lease; excluding, however, any claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are solely the result of negligence of the County. UKCP's purchase of the insurance required in paragraph 7 and Exhibit D does not release or vitiate its obligations under this paragraph.

9. a) Subject to subparagraph 9(b), UKCP may contractually provide for the performance of specific duties and obligations under this lease by persons who, in UKCP's judgment, are professionally qualified to perform such duties or obligations. No such contract will operate to waive or relieve UKCP from those duties and obligations, nor shall any consequent liability for the failure to perform any of those duties and obligations be deemed waived, absent a written waiver approved by the BOCC.

b) UKCP may subcontract with a not-for-profit entity for the operation of the swimming pool and related facilities. Any such contract is subject to the approval of the BOCC and the FCT, which may impose such conditions as it or they deem necessary to serve the public or to protect the rights of FCT bondholders. At a minimum the contract must contain provisions similar to the ones in this lease regarding:

1. restrictions on the use of revenue generated at the premises;
2. the prohibition of differential fees based on membership;
3. presence of lifeguards;
4. nondiscrimination;
5. assurances that the pool and facilities will be kept open and available to the general public when not in use by instructional or recreational programs;
6. audits and record keeping;
7. insurance.

Any operational contract entered into by UKCP will not operate to waive or relieve UKCP from its duties and obligations, nor from any consequent liability for failure to perform operational duties satisfactorily, absent a written waiver approved by UKCP and the BOCC.

10. a) The County may terminate this lease for cause if UKCP fails to comply with its obligations under this lease. Before the County may terminate this lease, it must give UKCP written notice of the default stating that, if the default is not cured within 15 days from the date of the notice, then the County will terminate this lease. Termination under this subparagraph

does not relieve UKCP from whatever damages the County may have suffered because of UKCP's default.

b) The County may terminate this lease without cause if, after the date first written above, the BOCC determines that the economics of the construction of the pool and related facilities, or the on-going operation and maintenance, would require an annual expenditure of tax revenue or an annual expenditure of tax revenue in an amount the BOCC determines is imprudent. If this lease is terminated under this subparagraph, then neither party will have further obligation, duty or liability with respect to the other.

c) Notwithstanding anything to the contrary in subparagraph 10(a), the County Administrator may order the swimming pool and related facilities closed immediately if he determines that a condition has arisen, whether caused by UKCP's failure to perform or by an external event beyond UKCP's control, that threatens the health or safety of the public. The County Administrator may order the swimming pool and related facilities closed until such time as the condition is corrected.

11. This lease 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 recover its reasonable fair market value attorney fees and costs.

12. This lease has been carefully reviewed by UKCP and the County after input from both parties. Therefore, this Agreement is not to be construed against any party on the basis of authorship.

13. Notices as provided for in this Agreement, unless otherwise specified, must be sent by certified mail as follows:

TO COUNTY

County Administrator
Public Service Building
5100 College Road
Key West, FL 33040

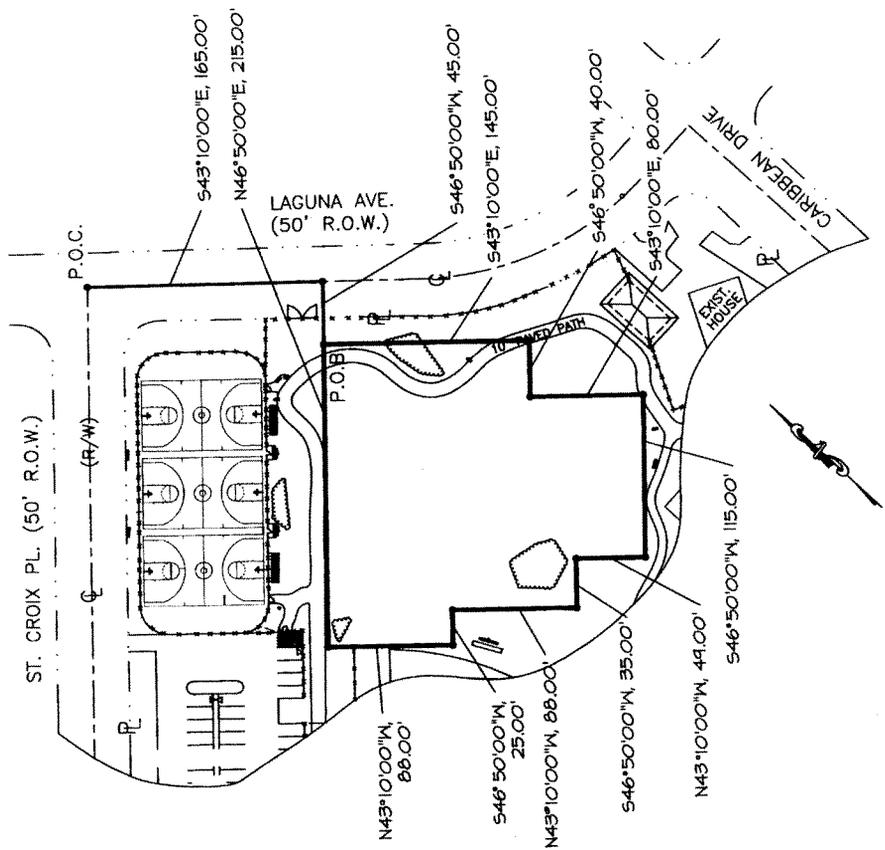
TO UKCP

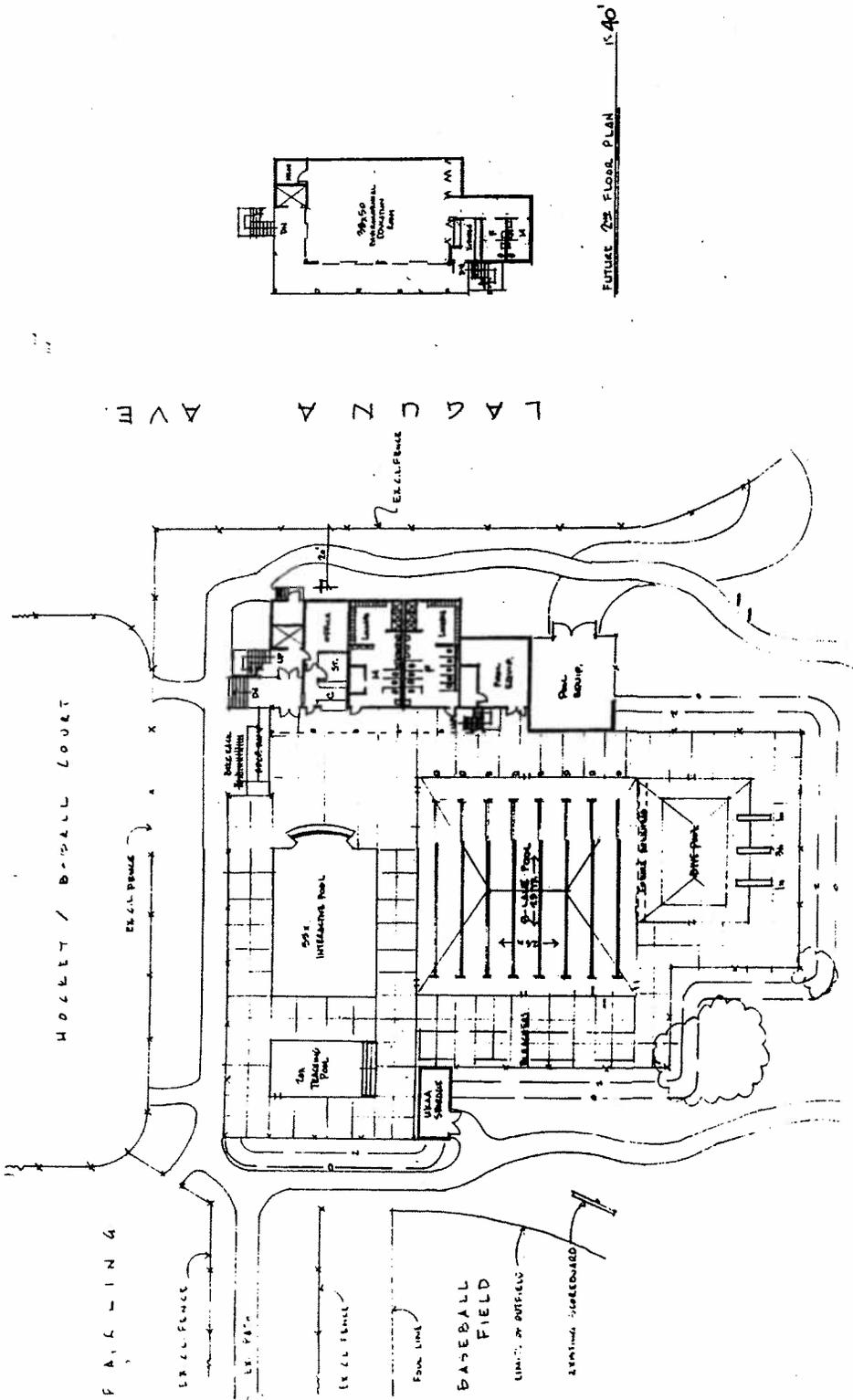
Tim Bricker
89 North Bay Harbor Drive
Key Largo, FL 33037

UPPER KEYS COMMUNITY POOL, INC.
 LEASE DESCRIPTION
 KEY LARGO COMMUNITY PARK
 SECTION 33, TOWNSHIP 61 SOUTH, RANGE 31 EAST
 MONROE COUNTY, FLORIDA

The following lease description is located in the Part Largo Fourth Addition Subdivision as recorded in Plat Book 6, Page 40; at the office of the Clerk of the Court for Monroe County, Florida and is more particularly described as follows.

Commence at the intersection of St. Croix Place with the centerline of Laguna Avenue as shown on the Part Largo Fourth Addition Subdivision plat recorded in Plat Book 6, Page 40; thence coincident with the centerline of Laguna Avenue S 43° 10'00"E, 165.00'; thence departing said centerline S 46° 50'00"W, 45.00'; to the Point of Beginning of the lease; thence S 43° 10'00"E, 145.00'; thence S 46° 50'00"W, 40.00'; thence S 43° 10'00"E, 80.00'; thence S 46° 50'00"W, 35.00'; thence N 43° 10'00"W, 88.00'; thence S 46° 50'00"W, 25.00'; thence N 43° 10'00"E, 215.00' to the Point of Beginning, containing 40,035 square feet.





SITE PLAN

JACOBS AQUATIC CENTER OF KEY LARGO
 KEY LARGO COMMUNITY PARK

15.40'

Timothy J. Bricker, AIBD
 CERTIFIED BUILDING DESIGNER
 N.C.B.D.C. No. 10-182

Planning & Permitting Services
 (305) 852-4844; FAX (305) 852-6164

18/18
 6/17/8

EXHIBIT B

829093

OFF REC 1297 PAGE 1090

CONTRACT #94-CT-73-93-3A-M1-002
PROJECT NAME Recreational
L.O.S. Standards

FLORIDA COMMUNITIES TRUST
PROPOSAL NUMBER 93-002-CS1

**FLORIDA COMMUNITIES TRUST
AREA OF CRITICAL STATE CONCERN PROGRAM
GRANT CONTRACT**

THIS CONTRACT is entered into on March 15, 1994, by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and MONROE COUNTY (FCT Recipient), a political subdivision of the State of Florida, in order to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds (Project Site), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Sections 259.101, 375.045, and Chapter 380, Part III, Florida Statutes.

* * * * *

WHEREAS, Chapter 380, Part III, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs (Department) that will assist local governments in bringing local comprehensive plans into compliance and implementing the goals, objectives, and policies of the conservation, recreation and open space, and coastal elements of local comprehensive plans, or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.101(3)(c), Florida Statutes, provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT, with an additional one-tenth to be used specifically for matching grants, on a dollar-for-dollar basis, for acquisition within areas of critical state concern;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources Preservation 2000 Revenue Bonds (Bonds);

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

GC/93-002-CS1-P3A
FINAL/3-07-94

FILED
MAR 15 1994
MAR 15 12:00
MAR 15 12:00

WHEREAS, Rule Chapter 9K-5, F.A.C., sets forth the procedures for evaluation and selection of proposals for land acquisitions using funds allocated to the FCT through the Department of Community Affairs from the Preservation 2000 Trust Fund for Areas of Critical State Concern;

WHEREAS, the FCT Governing Body met on January 6, 1994, to consider and select proposals to receive funding and FCT Recipient's proposal was selected for funding in accordance with Rule Chapter 9K-5, F.A.C.;

WHEREAS, FCT is authorized by Section 380.510(7)(a), Florida Statutes, Rule 9K-5.007(4), F.A.C., in accordance with Section 380.510(4), Florida Statutes, to impose grant conditions deemed necessary to protect the interests of the State of Florida and to ensure that the project complies the requirements for the use of Preservation 2000 Bond proceeds, and which must be met by the FCT Recipient prior to the release of any funds;

WHEREAS, such conditions shall be imposed by a grant contract that shall contain by reference all regulations, rules, and other grant conditions governing the matching grant award, that shall describe with particularity the real property that is subject to the contract and that shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Contract is to set forth the terms and conditions of the matching grant award and covenants and restrictions that shall be imposed on the Project Site(s) acquired with the FCT Preservation 2000 Bond Proceeds and the Recipient's local match.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS

1. At least two original copies of this Contract shall be executed by FCT Recipient and returned to the FCT office at 2740 Centerview Drive, Tallahassee, Florida 32399-2100 within sixty (60) days of mailing by FCT to the FCT Recipient. Upon receipt by FCT of the signed Contracts, FCT will execute the Contracts, retain one original copy and return all other copies to FCT Recipient.

2. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Contract to be recorded and filed in the official public records of Monroe County, Florida, and in

such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

3. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Contract to Department of Environmental Protection Bond Counsel for review for conformance to bond restrictions. In the event Bond Counsel opines that an amendment to this Contract is required so that the tax exempt status of the Preservation 2000 Bonds is not jeopardized, FCT and FCT Recipient shall amend the Contract accordingly.

4. This Contract may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

5. This Contract and the terms, conditions, covenants and restrictions contained herein shall run with the real property acquired with the funds received hereunder and the local match, and shall bind, and the benefits shall inure to, respectively, the FCT and the FCT Recipient and their respective successors and assigns.

6. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

7. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT:

Florida Communities Trust
Department of Community Affairs
2740 Centerview Drive
Tallahassee, FL 32399-2100
ATTN: Executive Director

FCT Recipient:

Monroe County, a political subdivision
of the State of Florida
2798 Overseas Highway Suite 410
Marathon, FL 33050
ATTN: Lorenzo Aghemo

8. If any provision of the Contract shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

II. SPECIFIC CONDITIONS REQUIRED BY RULE 9K-5, FLORIDA ADMINISTRATIVE CODE

1. FCT Recipient hereby acknowledges and agrees that Project work may not be initiated prior to execution of this grant contract.

2. All matching grants from the Area of Critical State Concern Program shall be used for land acquisitions that assist an Area of Critical State Concern county to implement or further the conservation, recreation and open space, or coastal management elements of the local comprehensive plan, to conserve natural resources, to resolve land use conflicts, and to implement land development regulations which further the principles for guiding development established for that Area of Critical State Concern.

3. Preservation 2000 funds received by the FCT Recipient under this Contract shall only be used for the land acquisition project costs, as defined in Rule 9K-5.002(19), and as set forth in Proposal 93-002-CS1.

4. The FCT Recipient hereby agrees to fully perform the project as described in the Proposal 93-002-CS1. The scope and nature of the project work for which the grant assistance is authorized shall be as follows:

Land acquisition program to implement the recreation level of service standards of the Monroe County Year 2010 Comprehensive Plan and eliminate the level of service deficiency of activity-based parks in the Upper Keys through the year 2002 by the purchase of land, as described in Proposal 93-002-CS1, for activity-based recreation.

5. The FCT Preservation 2000 Bond Series award granted to the FCT Recipient shall in no event exceed Two million one hundred sixty thousand eight-hundred forty-nine and 00/100 Dollars (\$2,160,849.00).

6. Funds awarded under this Contract shall be awarded as a matching grant to FCT Recipient. Funds awarded under this program shall be matched by the Recipient on a dollar-for-dollar basis.

7. The FCT Recipient shall prepare a management plan,

829093 OFF 1297 PAGE 1094
following the guidelines set forth in Exhibit "A", for approval by the governing body prior to the release of any funds by the FCT. This plan must include the following:

a. At a minimum the management plans shall set forth how the site will be managed to further the purpose of the project, a description of all planned improvements to the project site, the costs and funding sources, and the management entity and its funding source. If the FCT Recipient is not the proposed managing entity, the management plan must include a signed agreement between the FCT Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project, and identification of the source of funding for management.

b. Evidence that the management plan is consistent with the local comprehensive plan.

c. Evidence that the conditions imposed in the grant contract have been satisfied.

8. The governing body shall approve or reject the management plan in accordance with the FCT Recipient's compliance with the grant contract and the requirements of Rule 9K-5.008,

9. The FCT Recipient hereby agrees to fully perform the obligations of the Management Plan approved by FCT.

10. FCT Recipient hereby agrees to provide evidence within thirty (30) days of FCT governing board approval of the management plan that the local match portion, in the amount of Two million one hundred sixty thousand eight-hundred forty-nine and 00/100 Dollars (\$2,160,849.00) of the total project costs has been transferred by the FCT Recipient into a restricted segregated account established and used exclusively for the purposes of the funded project. Upon notification to FCT that the restricted account has been established, the FCT funds shall be delivered in the form of a state warrant payable to the FCT Recipient within 30 days. The restricted account shall be the receiving account for the FCT matching grant and shall be subject to the accounting and auditing provisions set forth Exhibit "B" attached hereto and made a part hereof.

11. Pursuant to Rule 9K-5.003(4), F.A.C., prior to awarding funds the local comprehensive plan of a FCT Recipient must either be found in compliance by the Department or the FCT Recipient must have executed a stipulated settlement agreement with the Department to resolve all the issues raised by the Department in a statement of intent to find a plan not in compliance issued pursuant to Section 163.3184, Florida Statutes. FCT Recipient

829093

OFF REC 1297 PAGE 1095

hereby certifies that on January 6, 1994, the status of the Monroe County comprehensive plan was that the stipulated settlement agreement dated February 7, 1992, was executed by the FCT Recipient with the Department.

12. Pursuant to Rule 9K-5.007(5), F.A.C., approval for funding shall be for a period not to exceed two years from the date of the meeting at which the approval was given. The approval for funding under this Contract shall expire upon the satisfactory completion of the project work and terms and conditions of this Contract or January 5, 1996, whichever occurs first.

13. Funds awarded under this Contract shall be subject to termination as follows:

a. Failure of the FCT Recipient to comply with the provisions of this Contract shall constitute grounds for terminating the matching grant.

b. The FCT grant portion of funds remaining in the restricted account as a result of early termination of a project grant or from completion of the project at less than anticipated cost shall revert to the Florida Communities Trust Preservation 2000 Trust Fund and be attributed to the bond series out of which the matching grant was made.

14. Notice of Termination may be given by either party according to the provisions for notification in Section I., paragraph 7 above. If the FCT delivers a Notice of Termination prior to January 5, 1996, such notice shall provide the reason for termination and thirty (30) days for the FCT Recipient to correct any deficiencies or violations that may be the basis of the Notice of Termination.

15. The FCT Recipient hereby agrees to fully comply with the applicable accounting, retention of accounting records, and auditing requirements as described in Rule 9K-5.010-.012, F.A.C.

16. Pursuant to Rule 9K-5.009(h), F.A.C., the FCT Recipient hereby agrees to submit quarterly project progress reports until this Contract either expires or is terminated, according to Exhibit "C" attached hereto and made a part hereof.

17. Pursuant to Rule 9K-5.015, F.A.C., annual stewardship reports to FCT according to Exhibit "D" attached hereto and made a part hereof.

III. PROJECT SITE ACQUISITION REQUIREMENTS IMPOSED BY
CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III,
FLORIDA STATUTES.

1. Land acquisition procedures of the Monroe County Land Authority, acting on behalf of the Board of County Commissioners of Monroe County, shall be used for the acquisition of the Property hereunder.

2. Any deed whereby the FCT Recipient acquires title to a Project Site shall incorporate by reference the covenants and restriction of this Grant Contract to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain the following clause providing for the conveyance of title to the Project Site in the Board of Trustees of the Internal Improvement Trust Fund upon failure to use the Project Site conveyed thereby for such purposes:

By acceptance of this warranty deed, grantee herein hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in that certain Grant Contract recorded in Official Record Book_____, Page_____, Public Records of Monroe County, Florida. These covenants and restrictions shall run with the Property herein described. If any of the covenants and restrictions of the Grant Contract are violated by the grantee or by some third party with the knowledge of the grantee, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with the Grant Contract without further notice to grantee, its successors and assigns, and grantee, its successors and assigns shall forfeit all right, title and interest in and to the Property described herein.

3. If any essential term or condition of this grant contract is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

4. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the

people of Florida.

5. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient unless FCT approves the transaction.

6. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

7. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

8. Notwithstanding any of the foregoing, FCT shall have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

IV. CONDITIONS RELATING TO THE PROJECT SITE.

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural resources and for public outdoor recreation which is compatible with the conservation, protection and enhancement of the natural resources that may occur on the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically stated in Proposal 93-002-CS1 approved by FCT.

2. The FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's

comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

3. FCT Recipient shall ensure that all activities under this contract comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable.

4. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved management plan.

5. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

6. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

V. OBLIGATIONS OF THE FCT RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. If the Project Site is to remain subject, after its acquisition by the FCT Recipient and/or the Trustees, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days advance written notice of any such activity or interest to FCT, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

a. any lease of any interest in the Project Site to any person or organization;

b. the operation of any concession on the Project Site to any person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with any person or organization;

d. any use of the Project Site by any person other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with any person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to any person or organization;

b. the operation of a concession on the Project Site by any person or organization;

c. a sale of things attached to the Project Site to be severed from the Project Site to any person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by any person other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with any person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

VI. CONDITIONS PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN

1. The FCT Recipient shall perform an archaeological survey of the Snapper Cay site prior to the commencement of proposed development activities on that site. All planned activities involving known archaeological sites or identified site areas shall be closely coordinated with the Department of State, Division of Historical Resources in order to prevent the disturbance of significant sites.

2. Coordination with the Division of Recreation and Parks in the design of the recreation facilities and the overall development of the sites to insure that adequate consideration is given to the containment of stormwater and minimizing negative impacts to the adjacent surface water quality.

3. Coordination with bond counsel to insure that activities proposed on the site do not put the tax-exempt status of the bonds at risk.

4. Coordination with the Game and Fresh Water Fish Commission in the design of the recreation facilities and the overall development of the sites to insure that adequate consideration is given to the protection of listed plant species and wildlife habitat.

5. The timing and extent of a vegetative survey of vegetative communities and plant species on the Project Sites shall be specified in the management plan. The FCT Recipient

shall detail how the survey shall be used during development of the sites to insure the protection of the natural resources on the Project Sites.

6. The wetland communities that occur on the Project Sites shall be preserved and appropriately managed to ensure the long-term viability of these communities.

7. The tropical hardwood hammocks that occur on the Project Sites shall be preserved and appropriately managed to ensure the long-term viability of these communities.

8. Invasive exotic vegetation that occurs on the Project Sites shall be eradicated. The FCT Recipient shall use the Exotic Pest Plant Council's 1993 List Of Florida's Most Invasive Species list to assist in identifying invasive exotic species on the Project Sites.

9. A vegetative buffers shall be provided along the boundary of the Project Sites that interfaces with residential developments.

10. Access to the Project Sites by pedestrians and bicyclists shall be promoted.

In the event of a conflict between the terms of the Grant Contract, the Management Plan or the Grant Proposal, the controlling document shall be in the following priority: 1. The Grant Contract; 2. The Management Plan; 3. The Grant Proposal.

This Contract including Exhibits "A", "B", "C" and "D" embodies the entire contract between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract.

MONROE COUNTY

BY:

Title: Mayor/Chairman

Date: March 3, 1994

Accepted as to Form and Legal Sufficiency:

Date: 3-5-94

GC/93-002-CS1-P3A
FINAL/3-07-94

FLORIDA COMMUNITIES TRUST

Linda Loomis Shelley, Chair

Date:

Accepted as to Form and Legal Sufficiency:

Date: 3/4/94

(Seal)

Attest: Danny L. Kolhage, Clerk

By: Daniel C. W. Harris
Deputy Clerk

"EXHIBIT A"

FLORIDA COMMUNITIES TRUST
TECHNICAL ASSISTANCE BULLETIN: 02
WRITING A MANAGEMENT PLAN

The conceptual management plan submitted as a part of a Florida Communities Trust ("FCT") grant application or proposal serves as a basis for the management plan for project sites purchased with funds from FCT. Materials and information gathered for the application or proposal can and should be reflected in the plan where appropriate. Conditions required in the Conceptual Approval Agreement or Grant Agreement should be incorporated in the management plan. Location map, boundary map, vegetative surveys, site plans, Conceptual Approval Agreement, the recorded deed when it becomes available, and other supporting documents should be included as exhibits or included in the appendix of the management plan for future readers. The following general outline identifies the range of issues to be addressed in the management plan, where applicable.

INTRODUCTION AND GENERAL INFORMATION

Provide information including the name of the project, the location of the Project Site, and other general information such as a brief resource description, and historical information relevant to site management.

Provide a table of contents of the management plan.

PURPOSE OF THE PROJECT AND MANAGEMENT

Discuss the purpose for acquiring the Project Site and proposed future uses consistent with statements made in the application or proposal. Provide a summary of the comprehensive plan directives that would be furthered by managing the site as proposed. Commitments made in the application or proposal and reinforced by conditions of the grant funding must be reflected in the management plan.

Identify the principle objectives for managing natural resources and compatible outdoor recreation.

Identify a procedure to amend the land use designation to conservation, outdoor recreation, open space, or other similar category once the land is acquired.

Include provisions to ensure that the Project Site is identified in all signs, literature, and advertising as being publicly owned, open to the public and operated as a natural resource conservation area, outdoor recreation area, or other appropriate descriptive language, and identifying the Project Site as having been purchased with funds from the FCT and the Recipient.

Incorporate a provision for requesting written approval from the FCT before undertaking any site alterations or physical improvements that are not addressed in the FCT approved management plan.

Physical Improvements

Identify and locate existing and proposed physical improvements to the Project Site on a master site plan. These might include such things as signs, fences, walkways, recreational paths, campgrounds, restrooms, educational space, utility corridors, parking areas and buildings.

Identify any proposed alteration of land use or character, the approximate area affected and how this activity will be coordinated with the protection of listed plant and animal species. Identify any permits or approvals that may be required for the development or restoration work and a procedure for providing evidence to the FCT prior to the initiation of any activity that all required licenses and permits have been obtained.

Include the placement of at least one sign identifying the Project Site as being open to the public, purchased with funds from FCT and the Recipient, operated as a natural resource conservation area, outdoor recreation area, or other appropriate descriptive language.

Access

Identify how access to the Project Site will be provided. For example, are parking places proposed on-site, and if so, approximately how many spaces or how much area will be devoted to this use? If parking is not proposed on-site, are there existing or proposed spaces adjacent to or sufficiently near the property? Identify any proposed access to waterbodies including, but not limited to, marinas, docks, boat ramps, fishing piers or viewing platforms and the approximate size of the facility. Consider providing bike paths to the site and bike racks at the site to provide an alternative to automobile transportation to the Project Site.

Access to Project Sites should be compatible with all state and federal construction standards, including the Americans with Disabilities Act.

Identify existing and proposed easements, concessions, or leases. If easements, concessions, or leases are anticipated to be granted on the Project Site, such proposed arrangements need to be identified. These might include utility rights-of-way, flowage or access easements, recreation or supply concessions, and leases or other instruments that would allow grazing, timbering, agriculture, or other revenue producing enterprises.

Include a procedure to provide 60 days prior written notice and information regarding any lease of any interest, the operation of any concession, any sale or option, any use other than by a member

of the public, and management contracts of the Project Site with non-governmental persons or organizations.

KEY MANAGEMENT ACTIVITIES

Maintenance: Identify required maintenance activities, including but not limited to trash removal, site cleanup, and facilities upkeep. Identify the entity responsible for property maintenance. Identify procedures to ensure that dumping of trash or hazardous material does not occur on or adjacent to the Project Site. Identify contemplated service contracts with private concerns such as garbage removal, restroom cleaning, security guards, etc.

Security: Identify the parties responsible for preventing vandalism, trespassing, and other property damage. Identify measures to protect the Project Site and the public using the site such as on-site manager, security guards, neighborhood watch, emergency phones, etc.

Staffing: Identify the expected staffing requirements for management of the Project Site including both permanent and volunteer staff.

Natural resource protection: Identify the natural resources at the Project Site and the issues, problems, and proposed management techniques associated with protection of those natural resources. Management techniques should include, but not be limited to, a baseline survey of listed plant and animal species, protection of listed plant and animal species, protection of imperiled or critically imperiled vegetative communities, protection of geological features, protection of surface water and groundwater quality and hydrology and prescribed burns.

Identify monitoring activities to insure the continued viability of vegetative communities and listed species found on the Project Site. The monitoring plan should include periodic surveys of the vegetative communities, listed plant species, and listed animal species found on the Project Site. Provide for forwarding survey information on the occurrence of listed plant and animal species to the Florida Natural Areas Inventory.

Resource restoration and enhancement: Identify the primary components of the Project Site enhancement and restoration effort, if any. These might include removal of invasive exotic plant species, removal of feral animals, restoration of wetlands, improvement of surface water quality, recovery plan for listed species, and restoration of uplands habitat. This section should include a time frame for implementing and completing the activities and a monitoring program to insure success of the resource enhancement activities. Identify parts of the property that require different degrees or types of enhancement management.

Archeological and historical resource protection: Identify any archeological or historical sites on the Project Site and the primary components of managing the archeological or historical

sites. Outline procedures to protect archeological or historical sites that may be identified in the future.

Incorporate a provision that if any archaeological and historic resources are discovered at the Project Site, the Recipient shall comply with the provisions of Chapter 267, Florida Statutes specifically Sections 267.061 (2)(a) and (b). Provide for coordination with the Division of Historical Resources, Florida Department of State.

Coordination: Explain how the management of the site will be coordinated with other adjacent land owners and other resource protection agencies. For example, in the case of prescribed burns, what measures will be used to minimize impacts on nearby residential properties? Identify measures to protect the Project Sites from adjacent off-site activities that might impact resources on the Project Site such as pesticide spraying on adjacent property, water treatment facility discharging into creeks flowing through Project Site, etc.

Include provisions to coordinate with other agencies for appropriate guidance, recommendations, and necessary permits that may be related to the Project Site, such as the following: the Florida Game and Fresh Water Fish Commission and U.S. Fish and Wildlife Service to avoid impacts to listed species; the Water Management District and Department of Environmental Protection to ensure that development of the Project Site is done in a manner to protect or improve water quality; the Division of Forestry and the Game and Fresh Water Fish Commission on the implementation of a prescribed burn program; other local, state, or federal agencies special management plans, if appropriate.

COST ESTIMATE AND FUNDING SOURCE

Identify the estimated costs of the various development and management activities outlined in the management plan. For review and analysis purposes, the estimated costs should be separated into the same categories as the identified activities.

Identify the entity that will pay for development and management of the Project Site and some measure of the commitment or capacity to provide these monies. For example, adequate personnel and resources in the local parks and recreation department may exist to address the added burden associated with the Project Site. Identify any citizen organization or non-profit groups committed to providing services or funding and a measure of commitment or capacity to provide these services.

PRIORITY SCHEDULE

Identify a proposed time line for implementing the development and management activities of the management plan based on established priorities and the availability of funds. Provide a graphic display of the implementation time lines.

Identify procedures for assessing progress in achieving goals set forth in the management plan such as the percentage of property restored, inventory of species using the Project Site, etc. Identify procedures for periodic amendment to the management plan, when appropriate. Include a provision acknowledging responsibility for preparing an annual stewardship report to the FCT, due on the anniversary date on which the Project Plan was approved by FCT.

Exhibit "B"

Rule 9K-5.010 Accounting Requirements. The grantee shall maintain an accounting system which provides for a complete record of the use of all funds connected with the grant. This accounting system shall provide for:

- (1) Accurate, current, and complete disclosure of the financial results of the grant.
- (2) Records that identify adequately the sources and application of funds for all activities related to the grant. In the absence of a proper accounting system with accounts for source and application of funds, a separate checking account may be used.
- (3) Effective control over and accountability for all funds, property, and other assets.
- (4) Comparison of actual outlays with amounts in budget.
- (5) Procedures to minimize the time elapsing between the transfer of funds from the Trust and the disbursement by the grantee.
- (6) Procedures for determining reasonableness, allowability, and allocability of costs.
- (7) Accounting records that are supported by source documentation, for example: invoices, bills, canceled checks.
- (8) An independent audit performed in accordance with Section 11.45, Florida Statutes, and rules of the Auditor General of the State of Florida. Such audits should be conducted at least every two (2) years.

Specific Authority 259.101, 374.045, 380.507(11), F.S.
Law Implemented 259.101, 375.045, 380.510, F.S.
History--New 6-30-93.

Rule 9K-5.011 Retention of Accounting Records.

- (1) Financial records, supporting documents, statistical records, and all other records pertinent to a grant shall be retained for a period of three years after the end of the grant period or until an audit is completed. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims, or audit

findings involving the records have been resolved.

- (2) The grantee shall make all grant records of expenditures, copies of reports, books, and related documentation available to the Trust, the Department, or any duly authorized representatives of the state for inspection at a reasonable time for the purpose of making audits, examinations, excerpts, and transcript.

Specific Authority 259.101, 374.045, 380.507(11), F.S.
Law Implemented 259.101, 375.045, 380.510, F.S.
History--New 6-30-93.

Rule 9K-5.012 General Audit Procedures. The Trust shall develop a monitoring and audit schedule at the beginning of each grant year to insure the adequate monitoring and audit of selected grantees. All grantees that receive a matching grant shall provide for examinations in the form of audits of their books and accounts. This does not mean that each grant shall be audited separately. The grantee may provide for a general audit of its books performed in accordance with Section 11.45, Florida Statutes, that would include the grant. The Trust may, at its option, perform selected or complete audits of grants or grantees. The potential for such an audit increases when one of the following circumstances or conditions exist:

- (1) First year grantees;
- (2) Where a grants administrative official of the Department or Trust determines that a grant report indicates that a provision of the grant requirements has not been met or a grant report has not been filed by the grantee;
- (3) The grantee has a history of poor performance under a Trust grant;
- (4) The grantee is under investigation by another granting agency.

Specific Authority 259.101, 374.045, 380.507(11), F.S.
Law Implemented 259.101, 375.045, 380.510, F.S.
History--New 6-30-93.

EXHIBIT "C"

QUARTERLY PROGRESS REPORT

Please fill in all Project Identification information as requested. The performance reports will be cumulative in terms of information presented, but the Quarterly Report Period should indicate only the date of the current quarterly period being submitted.

Project Description should be a maximum of two paragraphs, identifying the problem which this project addresses, the proposed solution, implementation, or other proposed outcome of the project. Please identify any partners working with the Recipient.

Project Acquisitions should list and briefly describe all acquisitions identified in the Grant Proposal and Contract.

Project Progress by Quarter should become a cumulative report through the life of the project. Please address specific progress made toward completion or satisfaction of each acquisition. The acquisition itself need not be reiterated, but the acquisition numbers should correspond with the Project Acquisition numbers identified in the Project Acquisition section above. Please identify completion of each acquisition where appropriate.

PROJECT NAME:

FCT RECIPIENT:

PROPOSAL NUMBER:

PROJECT MANAGER:

EFFECTIVE DATE OF AWARD:

QUARTERLY REPORT PERIOD:

PROJECT DESCRIPTION:

PROJECT ACQUISITIONS:

Acquisition 1.

Acquisition 2.

Acquisition 3.

(List all acquisitions listed in grant contract.)

PROJECT PROGRESS BY QUARTER:

1st Quarter (dates)

Acquisition 1.

Acquisition 2.

Acquisition 3.

(Describe any project implementation problems encountered, if applicable.)

2nd Quarter (dates)

Acquisition 1.

Acquisition 2.

Acquisition 3.

(Describe any project implementation problems encountered, if applicable.)

3rd Quarter (dates)

Acquisition 1.

Acquisition 2.

Acquisition 3.

(Describe any project implementation problems encountered, if applicable.)

4th Quarter (dates)

Acquisition 1.

Acquisition 2.

Acquisition 3.

(Describe any project implementation problems encountered, if applicable.)

829093

OF 1297 PAGE 112

EXHIBIT "D"

ANNUAL STEWARDSHIP REPORT REQUIREMENTS

EXHIBIT "D"
ANNUAL STEWARDSHIP REPORT REQUIREMENTS

Rule 9K-5.015, Florida Administrative Code requires the Recipient of a grant award from the Florida Communities Trust (FCT) to prepare an annual stewardship report due on the anniversary of the date on which the project plan was approved by the FCT governing body. The annual stewardship report evaluates the Recipient's implementation of the approved management plan and verifies that award conditions are being followed, that uses and management of the project site are compatible with the protection of natural resources, and that monitoring and survey information is used to refine management of the project site.

At a minimum, the format and content of the proposed report should include a table of contents; numbered pages; a section summarizing the status of site development and key management activities; a section identifying gross revenue received through fees, sales and concessions if any; a section assessing new information and outlining changes needed to update the adopted management plan; and any appropriate supporting documents as attachments.

The section summarizing site development and key management activities should address the status of each activity proposed in the management plan approved by the FCT. These activities should include all physical improvements, maintenance, security, vegetation and animal surveys, exotic species control program, educational program, prescribed burn program, and any other activity proposed in the management plan. This information can be presented in summary form as shown below.

Example Table: SUMMARY OF SITE DEVELOPMENT AND MANAGEMENT

ACTIVITY	MANG. PLAN PAGE NO.	ON SCHEDULE/ NOT BEGUN	BEHIND SCHEDULE	CONTINU- ING	COMPLETED
----------	------------------------	------------------------------	--------------------	-----------------	-----------

Any activity that is behind schedule must include a brief statement explaining the reason for the delay and a new target date for its completion. Completed activities should include a brief statement explaining the end result.

The section identifying gross revenue received through the collection of fees, sale of goods and services and other means should identify the activity involved, the managing entity receiving income and the gross amount of income received. This information can be presented in summary form as shown below.

Example Table: SUMMARY OF REVENUE RECEIVED

ACTIVITY	MANAGEMENT ENTITY	GROSS AMOUNT RECEIVED
----------	-------------------	-----------------------

Recorded in Circuit Clerk's Office
in Manatee County, Florida
Record Number
DANNY L. KEXHAGE
Clerk Circuit Court

Individual insurance items in this Exhibit may be deleted by the County's Risk Manager if rendered unnecessary or redundant by insurance obtained by UKCP contractor(s) or subcontractor(s).

EXHIBIT D

1996 Edition

VEHICLE LIABILITY

As a minimum, coverage should extend to liability for:

- Owned; Non-owned; and Hired Vehicles

Required Limits:

VL1	_____	\$50,000 per Person; \$100,000 per Occurrence \$25,000 Property Damage or \$100,000 Combined Single Limit
VL2	_____	\$100,000 per Person; \$300,000 per Occurrence \$50,000 Property Damage or \$300,000 Combined Single Limit
VL3	_____	\$500,000 per Person; \$1,000,000 per Occurrence \$100,000 Property Damage or \$1,000,000 Combined Single Limit
VL4	_____	\$5,000,000 Combined Single Limit

MISCELLANEOUS COVERAGES

BR1	_____	Builders' Risk	Limits equal to the completed project.
MVC	_____	Motor Truck Cargo	Limits equal to the maximum value of any one shipment.
PRO1	_____	Professional Liability	\$ 250,000 per Occurrence/\$ 500,000 Agg.
PRO2	_____		\$ 500,000 per Occurrence/\$1,000,000 Agg.
PRO3	_____		\$1,000,000 per Occurrence/\$2,000,000 Agg.
POL1	_____	Pollution Liability	\$ 500,000 per Occurrence/\$1,000,000 Agg.
POL2	_____		\$1,000,000 per Occurrence/\$2,000,000 Agg.
POL3	_____		\$5,000,000 per Occurrence/\$10,000,000 Agg.
ED1	_____	Employee Dishonesty	\$ 10,000
ED2	_____		\$100,000
GK1	_____	Garage Keepers	\$ 300,000 (\$ 25,000 per Veh)
GK2	_____		\$ 500,000 (\$100,000 per Veh)
GK3	_____		\$1,000,000 (\$250,000 per Veh)

INSCKLST

1996 Edition

**MONROE COUNTY, FLORIDA
INSURANCE CHECKLIST
FOR
VENDORS SUBMITTING PROPOSALS
FOR WORK**

To assist in the development of your proposal, the insurance coverages marked with an "X" will be required in the event an award is made to your firm. Please review this form with your insurance agent and have him/her sign it in the place provided. It is also required that the bidder sign the form and submit it with each proposal.

**WORKERS' COMPENSATION
AND
EMPLOYERS' LIABILITY**

	<u>X</u>	Workers' Compensation	Statutory Limits
WC1	<u>✓</u>	Employers Liability	\$100,000/\$500,000/\$100,000
WC2	<u> </u>	Employers Liability	\$500,000/\$500,000/\$500,000
WC3	<u> </u>	Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000
WCUSLH	<u> </u>	US Longshoremen & Harbor Workers Act	Same as Employers' Liability
WCJA	<u> </u>	Federal Jones Act	Same as Employers' Liability

INSCKLST

1996 Edition

GENERAL LIABILITY

As a minimum, the required general liability coverages will include:

- Premises Operations
- Blanket Contractual
- Expanded Definition of Property Damage
- Products and Completed Operations
- Personal Injury

Required Limits:

- GL1 \$100,000 per Person; \$300,000 per Occurrence
\$50,000 Property Damage
or
\$300,000 Combined Single Limit
- GL2 \$250,000 per Person; \$500,000 per Occurrence
\$50,000 Property Damage
or
\$500,000 Combined Single Limit
- GL3 \$500,000 per Person; \$1,000,000 per Occurrence
\$100,000 Property Damage
or
\$1,000,000 Combined Single Limit
- GL4 \$5,000,000 Combined Single Limit

Required Endorsement:

- GLXCU Underground, Explosion and Collapse (XCU)
- GLLIQ Liquor Liability
- GLS Security Services

All endorsements are required to have the same limits as the basic policy.

INSCKLST

1996 Edition

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

**General Insurance Requirements
for
Construction Contractors and Subcontractors**

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 in the attached schedules, 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, 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.

GIR I

1996 Edition

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.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

Upper Keys Community Pool, Inc.

Phone (305)852-9259
Fax (305) 852-6164
Email TBrick52@AOL.com

Timothy J Bricker, President
89 North Bay Harbor Drive
Key Largo, Florida 33037

January 22, 2001

Mr. Danny Kohlage
Monroe County Clerk of Courts
ATTN: Belle
VIA FAX

RE: Community Swimming Pool Lease Agreement-Required Insurance Coverage

Dear Mr. Kohlage,

It is our understanding that the approved lease contains provisions for various types of insurance, included as Exhibit D, as conditions of the lease. Fairlure to obtain them in a timely fashion can result in the lease being voided. They include:

Workmen's Compensation to the Statutory Limits and
WC1 Employers Liability \$100,000/\$500,000/\$100,000
to be provided by vendors submitting proposals for work. It is assumed that this coverage
must be included in a contract with a vendor prior to acceptance of that contract.

GL4 General Liability of \$5,000,000 Combined Single Limit and
POL3 Vehicle Liability of \$5,000,000 per Occurrence/\$10,000,000 Aggregate
to be provided by UKCP "before opening the swimming pool and related facilities to the
public" (para. 7.a)

We are poised to sign a contract with the design-build firm selected to do the project, and would appreciate having the lease signed and recorded as soon as possible so that we may do so. If there are any further questions, please contact me at the number provided above, or at (305) 852-4844.

Sincerely,

Timothy J. Bricker (via fax)

Timothy J. Bricker

FILED FOR RECORD
01 JAN 22 AM 10:10
DANNY L. KOHLAGE
CLK. CIR. C.
MONROE COUNTY, FLA.