BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

MEETING DATE: 4/19/06

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

STAFF CONTACT PERSON: Peter Horton

AGENDA ITEM WORDING: Approval of Janitorial Services Renewal Agreement with Judy Bobick, (Ace Building Maintenance, GFAS) for services at the Key West International Airport.

ITEM BACKGROUND: Current agreement expires 4/20/06. Parties wish to exercise the option to renew for an additional year.

PREVIOUS RELEVANT BOCC ACTION: Approval of original agreement, 4/21/2004.

CONTRACT/AGREEMENT CHANGES: Extends expiration date to 4/20/07, and adjusts compensation to $172,184.07 per year.

STAFF RECOMMENDATION: Approval

TOTAL COST: $172,184.07

BUDGETED: Yes

COST TO AIRPORT: $172,184.07
COST TO PFC: None
COST TO COUNTY: None

SOURCE OF FUNDS: Airport Operating Budget

REVENUE PRODUCING: No

AMOUNT PER MONTH /YEAR:

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

AIRPORT DIRECTOR APPROVAL PJH
Peter J. Horton

DOCUMENTATION: Included X Not Required

AGENDA ITEM # _____

DISPOSITION: _____

/bev
APB

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY
Contract #

Contract with: Judy Bobick

Effective Date: 4/21/06
Expiration Date: 4/20/07

Contract Purpose/Description: Janitorial Services Renewal Agreement

Contract Manager: Bevette Moore (name) # 5195 (Ext.) Airports - Stop # 5 (Department/ Stop)

for BOCC meeting on: 4/19/06 Agenda Deadline: 4/4/06

CONTRACT COSTS

Total Dollar Value of Contract: $172,184.07
Budgeted? Yes
Grant: No
County Match: None

Current Year Portion: ~ $86,092.00
Account Codes: 404-63001-530-340

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

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

CONTRACT REVIEW

	Date In	Changes Needed Yes	Changes Needed No	Reviewer	Date Out
Airports Director	3/4/06	( )	(X)	RH Peter Horton	3/4/06
Risk Management	3/15/06	(✓)	( )	M. Slavik for Risk Management	3/16/06
O.M.B./Purchasing	3/20/06	( )	( )	EW for OMB	3/20/06
County Attorney	/ /	( )	( )	Pedro Mercado County Attorney	3/06

Comments: Pending Automobile Insurance + Honesty Bond - OK
ATTACHED ATTACHED

JANITORIAL SERVICES RENEWAL AGREEMENT

THIS JANITORIAL SERVICES RENEWAL agreement is entered into by and between Monroe County, a political subdivision of the State of Florida, hereafter "Owner" or "County", and JUDY BOBICK, hereafter "Contractor".

WHEREAS, on the 21st day of April, 2004, the parties entered into a Contract For Janitorial Services at Key West International Airport, hereafter original agreement, copy of which is attached to this renewal agreement and made a part of it; and

WHEREAS, the original agreement term ended on April 20, 2005 and the parties entered into a renewal agreement for an additional year, a copy of which is attached; and

WHEREAS, the term of the renewal agreement began on April 21, 2005 and expires on April 20, 2006 but the parties desire to renew the original agreement an additional 1 year; and

WHEREAS, the Janitorial Services Agreement has been mutually beneficial to both parties; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. Paragraph 2 of the original agreement is amended to read:

   2. **Contract Sum**. The County shall pay to the Contractor for the faithful performance of said service on a per month in arrears basis in each of twelve (12) months. The Contractor shall invoice KWIA monthly for janitorial services performed under the Specifications contained herein. The Contract amount shall be One Hundred Seventy-Two Thousand, One Hundred Eighty-Four Dollars and seven cents ($172,184.07)

2. Paragraph 4 of the original agreement is amended to read:

   4. **Term of Contract/Renewal.**
   a) This contract shall be for a period of one year commencing on April 21, 2006 and terminating on April 20, 2007.
   b) Upon completion of the term of this renewal period, the parties shall have the option to renew for two additional one year periods. The contract amount agreed to herein may be adjusted annually, on the renewal date of each year, by a percentage equal to the percentage increase in the CPI for urban consumers for the preceding calendar year.
   c) Should additional service be required at KWIA on a permanent basis, the additional specific tasks, and costs for these tasks, will be mutually agreed upon in writing, and approved by the Airport Manager and by the contractor.

3 The following paragraph is appended to the Janitorial Services Renewal Agreement and incorporated into the original agreement as paragraph 14.

14. **Airport Security.**

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

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

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

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

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

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

g. Tenant Security Program. If permitted under TSA regulations, the airport tenant may voluntarily undertake to maintain an Airport Tenant Security Program as referred to in 49 CFR 1542.113. If the airport tenant voluntarily promulgates an Airport Tenant Security Program that is approved by TSA,

such program, as may be amended and approved from time to time, shall be automatically incorporated into this Agreement.

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

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

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

operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

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

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

include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, mitigation, or taking of remedial action measures. A violation resulting in the issuance of a letter of correction shall not be considered to be a breach of this Agreement by the airport tenant.

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

i. Hold Harmless; Indemnification; Defense; Release; Survival. Notwithstanding any minimum insurance requirements prescribed elsewhere in this Agreement, the airport tenant agrees to hold harmless, indemnify, defend and release the airport operator, and the airport operator's elected and appointed officers and employees, from any claims, actions, causes of action, litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any and all types of injury, including death, loss, damage, fines, penalties, or business interruption of any nature whatsoever, of or to any person or property in connection with the use of the airport property under this Agreement, regardless of causation and including criminal acts of third parties; and especially including any and all fines, penalties, out of pocket expenses, attorney's fees and costs, and costs of remediation or additional security measures required to be implemented by any governmental agency (including but not limited to the Federal Aviation Administration and the Transportation Security Administration) resulting from a violation of any federal law or federal regulation. This sub-section shall survive the cancellation or termination of this Agreement.

4. Except as set forth in paragraphs one, two and three of this Janitorial Services Renewal Agreement, in all other respects, the terms and conditions of the original agreement remain in full force and effect.

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

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

By _____
Deputy Clerk

Witnesses

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairperson

CONTRACTOR

By _____
JUDY BOBICK

This document was prepared and approved as to form by:

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

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4. Except as set forth in paragraphs one, two and three of this Janitorial Services Renewal Agreement, in all other respects, the terms and conditions of the original agreement remain in full force and effect.

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

(SEAL)
COMMISSIONERS
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairperson

Witnesses

CONTRACTOR

By _____
JUDY BOBICK

This document was prepared and approved as to form by:

_____
Pedro J. Mercado, Esq.

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

CONTRACT FOR JANI

KWIA

THIS CONTRACT, made and entered into this 21st day of April, 2004, by and between Board of County Commissioners of Monroe County (County) and JUDY BOBICK (Contractor).

The parties hereto, for the considerations herein set forth, mutually agree as follows:

1. **Scope of Work.** The Contractor shall provide janitorial services at the Key West International Airport, including all necessary equipment required in the performance of same, and perform all of the work described in the Specifications Option 1 (Exhibit A), and his Bid (Exhibit A-1) attached hereto and incorporated as part of this document. The Contractor shall insure all exterior doors are locked upon their departure after business hours.

2. **Contract Sum.** The County shall pay to the Contractor for the faithful performance of said service on a per month in arrears basis in each of twelve (12) months. The Contractor shall invoice KWIA monthly for janitorial services performed under the Specifications contained herein. The Contract amount shall be as stated by the Contractor's proposal as follows: One Hundred Sixty-two Thousand, Three Hundred Dollars and no cents ($162,300.00).

3. **Contractor's Acceptance of Conditions.**

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

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

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

4. **Term of Contract/Renewal.**

a) This Contract shall be for a period of one year commencing on the date first written above and terminating one year later.

b) The parties shall have the option to renew this agreement after the first year, for three additional one year periods. The contract amount agreed to herein may be adjusted annually, on the renewal date of each year, by a percentage equal to the percentage increase in the CPI for urban consumers for the preceding calendar year.

c) Should additional service be required at KWIA on a permanent basis, the additional specific tasks, and costs for these tasks, will be mutually agreed upon in writing, and approved by the Airport Manager and by the Contractor.

5. **INDEPENDENT CONTRACTOR.** At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

6. **ASSIGNMENT.** The Contractor shall not assign this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board and Contractor may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed-upon price of the services/goods of the contractor.

7. **COMPLIANCE WITH THE LAW.** In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes ordinances, rules and regulation shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

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

Workers Compensation - $500,000
Vehicle Liability - $300,000 (CSL)
General Liability - $500,000 (CSL)
Employee Dishonesty - $100,000

9. **INDEMNIFY AND HOLD HARMLESS.** Contractor agrees to indemnify and save County harmless from and against all claims and actions and expenses incidental thereto, arising out of damages or claims for damages resulting from the negligence of Contractor, its agents, or employees while Contractor is cleaning the Airport facilities. However, Contractor shall not be liable for any claims, actions or expenses which arise from the negligent or intentional acts or omissions of the County, its agents or employees. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

a) Records. Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

b) Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

c) Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant.

ondition and provision of this Agreement shall be
ermitted by law unless the enforcement of the remaining terms, covenants, conditions an
provisions of this Agreement would prevent the accomplishment of the original intent of th
Agreement. The County and Contractor agree to reform the Agreement to replace any stricke
provision with a valid provision that comes as close as possible to the intent of the stricke
provision.

d) Attorney's Fees and Costs. The County and Contractor agree that in the event ar
cause of action or administrative proceeding is initiated or defended by any party relative to th
enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonab
attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the no
prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pock
expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to th
Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customa
procedures required by the circuit court of Monroe County.

e) Binding Effect. The terms, covenants, conditions, and provisions of this Agreeme
shall bind and inure to the benefit of the County and Contractor and their respective leg
representatives, successors, and assigns.

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

g) Claims for Federal or State Aid. Contractor and County agree that each shall be, a
is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of t
Agreement; provided that all applications, requests, grant proposals, and funding solicitations sh
be approved by each party prior to submission.

h) Adjudication of Disputes or Disagreements. County and Contractor agree that
disputes and disagreements shall be attempted to be resolved by meet and confer sessions betwe
representatives of each of the parties. If no resolution can be agreed upon within 30 days after t
first meet and confer session, the issue or issues shall be discussed at a public meeting of the Boa
of County Commissioners. If the issue or issues are still not resolved to the satisfaction of t
parties, then any party shall have the right to seek such relief or remedy as may be provided by t
Agreement or by Florida law.

i) Cooperation. In the event any administrative or legal proceeding is instituted agai
either party relating to the formation, execution, performance, or breach of this Agreement, Cou
and Contractor agree to participate, to the extent required by the other party, in all proceedin
hearings, processes, meetings, and other activities related to the substance of this Agreement
provision of the services under this Agreement. County and Contractor specifically agree that
party to this Agreement shall be required to enter into any arbitration proceedings related to t
Agreement.

j) Nondiscrimination. County and Contractor agree that there will be no discriminat
against any person, and it is expressly understood that upon a determination by a court
competent jurisdiction that discrimination has occurred, this Agreement automatically termina
without any further action on the part of any party, effective the date of the court order. County
Contractor agree to comply with all Federal and Florida statutes, and all local ordinances,
applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of
Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color
national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-
1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of
Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the ba
of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) wh
prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 19

(PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note) as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

k) Covenant of No Interest. County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

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

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

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

o) Non-Waiver of Immunity. Notwithstanding he provisions of Sec. 286.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

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

q) Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of

actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

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

s) Attestations. Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

t) No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

u) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by singing any such counterpart.

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

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

11. **PROFESSIONAL RESPONSIBILITY.** The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Board is contingent upon retention of appropriate local, state, and/or federal certification and/or licenser of contractor.

12. **NOTICE REQUIREMENT.** Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY
Airport Director
Key West International Airport
3491 S. Roosevelt Blvd.
Key West, FL 33040

FOR CONTRACTOR
Judy Bobick
1200 20th Terrace
Key West, FL 33040

13. **CANCELLATION.**

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

b) Except for the County's termination because of non-appropriation in 11, either of the parties hereto may cancel this agreement without cause by giving the other party thirty days written notice of its intention to do so.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
~~Mayor/Chairman~~
Mayor Pro Tem

WITNESSES

_____
_____

CONTRACTOR

By _____
JUDY BOBICK

jairKWIAbobick

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

_____
ROBERT N. WOLFE
CHIEF ASSISTANT COUNTY ATTORNEY
Date 3-15-04

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

ETHICS CLAUSE

Judy Babcock DBA Ace Bail Mart 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, omission, percentage, gift, or consideration paid to the former County officer or employee.

Judy Babcock
(signature)

Date: 2/11/04

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Judy Babcock who, after first being sworn by me, affixed his/her

signature (name of individual signing) in the space provided above on this 11th day of February 2004.

Becky D. Hernandez-Bauer
NOTARY PUBLIC

My commission expires:

BECKY D. HERNANDEZ-BAUER
MY COMMISSION # CC 958916
EXPIRES: August 7, 2004
Bonded Thru Notary Public Underwriters

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."

Acknowledged

2/1/04 Judy Bolin

DRUG-FREE WORKPLACE FORM

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

Ace Building Materials, Judy Bobek DBA
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Judy Bobek
Bidder's Signature

2/11/14
Date

NON-COLLUSION AFFIDAVIT

I, Judy Bobrick DBA Ace Bldg Maint of the city of Key West FLA according to law on my oath, and under penalty of perjury, depose and say that;

1) I am Judy Bobrick, the bidder making the Proposal for the project described as follows: DBA Ace Bldg MAINT — KWIA Janitorial Bid

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

STATE OF Florida

COUNTY OF Monroe

Judy Bobrick
(Signature of Bidder)

2/11/04
DATE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

11th day of February 2004.

Becky D. Hernandez Bauer

My commission expires:
NOTARY PUBLIC

BECKY D. HERNANDEZ-BAUER
MY COMMISSION # CC 958916
EXPIRES: August 7, 2004
Bonded Thru Notary Public Underwriters

Key West International Airport Disadvantaged Business Enterprise (DBE) Office of Small Business Development temporarily certifies

Febuary 4, 2004

ACE Building Maintenance

Key West Monroe County, Florida, 33040

RE: Disadvantaged Business Enterprises Certification Status

Dear Judy Bobick,

Please be advised that ACE Building Maintenance has been temporarily certified as a Disadvantaged Business Enterprise pending further review by our Consultants

Please be advised that this temporary DBE certification will expire thirty (30) days from the date of this letter: and that ACE Building Maintenance will be counted as a DBE on all Key West International Airport (KWIA) federally funded projects during the next thirty day period.

Upon receipt of notification from our Consultants, I will readdress the Your firm's certification application and inform you of the Key West International Airport's decision within Thirty (30) days.

If you have, any questions regarding the DBE Program of the Airport please call me at (305) 296-8099.

Sincerely,

Jerome Fain

JANITORIAL SERVICES SPECIFICATION

OPTION-1

To provide janitorial services at the Key West International Airport located at 3491 South Roosevelt Blvd., Key West, FL 33040. For all public areas including public areas within the secured area of the Airport, and the space behind the airline A.T.O. counters.

Exceptions; Rental car counters and Office space, Airlines Office back areas, Airport Gift shop and the Conch Flyer restaurant Lounge. Work shall consist of two distinct areas of responsibility; regular janitorial services and floor maintenance.

All employees or subcontractors of the Contractor must pass an airport Background investigation including a FBI fingerprint examination. (See Attached Application) All employee or subcontractors of the Contractor who are not citizens of the United State must have and possess documented authorization to work in the United States issued by the Government of the United States. Failure of such persons to have and possess such documentation is a material breach of the contract and will entitle Monroe County to terminate the contract for cause. The arrest, detention or taking into custody of any of the Contractor's employees or subcontractors by the Bureau Of Customs and Border Protection constitutes sufficient evidence under this contract that the Contractor has committed a material breach and entitles Monroe County to terminate this contract for cause

<u>Insurance Requirements</u>
Workers Compensation - $500,000
Vehicle Liability - $300,000 (CSL)
General Liability - $500,000 (CSL)
Employee Dishonesty - $100,000
<u>Forms</u>

Attached forms must be completed and attached to the bids: Non-collusion Affidavit, Drug Free Work Place, Sworn Statement – Ordinance No. 10 -1990, Public Entity Crime Statement.

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

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

OPTION-1

Scope of services for regular janitorial work shall consist of

Daily inside.

Check and clean all glass doors and windows and check all air conditioning vents.

Check and clean 1st and 2dn floor bathrooms at least once every 30minutes. Clean toilets, urinals, sinks, countertops, and remove all trash and other debris from the bathroom.

Empty and clean, as necessary, all trash cans (1st and 2d floor) and removes all trash immediately to the dumpsite.

Check and clean all Airport Administration area Monday -Friday.

The Bureau of Customs and Border Protection and the National Weather Service terminal empty and clean as necessary all trashcans and remove all trash immediately to the dumpsite.

Pickup trash, newspapers, periodicals, and other debris inside the terminal buildings.

Sweep, vacuum, and mop floors (1st and 2nd floors main terminal building).

Spot clean floor smudges as necessary.

Wipe off and clean departure lounge furniture and glass between flights 5am-9pm

Daily outside.

Empty and clean starting at the F.I.S. terminal to the ARFF building all trash cans, pickup litter, sweep and clean walkways and curbs, wipe off benches, mailboxes, ashtrays, sidewalks, parking lots, and remove all trash to the dumpsite.

Secured area Sweep and clean the departure lounge outside holding area, and remove all trash between flights 5am-9pm.

Hours to be worked.

Monday through Sunday 10: a.m. 6: p.m. (8 hours per day) 56 hours per week)

Monday through Sunday 2:00 p.m. to 2:a.m. (12 hours per day) 84 hours per week).

OPTION-1

Scope of services for floor Maintenance shall consist of:

Nightly routine. Sunday through Saturday- 9:p.m. to 4:00 a.m. (7 hours per night) 49 hours per week

Pickup trash, newspapers, periodicals, and other debris in the terminal building.

Strip and wax all terminal floor areas at least once every two weeks.

Mop and buff terminal floor areas every night.

Spot clean as needed.

Clean and check the departure lounge and remove all trash and debris daily

Clean and shampoo carpet areas of the departure lounge every two weeks.

The removals of all gums from the main terminal side walk and wash down front sidewalk daily.

EXHIBIT A - 1

BID

Monroe County Purchasing Office
1100 Simonton Street, Room 2-213
Key West, Florida 33040

REF: Janitorial Bid: APK-42-324-2004/LC
Key West International Airport

In reference to the above bid:

OPTION 1- $ 13,525.00 A MONTH/ $162,300.00 A YEAR

OPTION 2 - $ 11,220.00 A MONTH/ 134,650.00 A YEAR

nclosed is a copy of my DISADVANTAGED BUSINESS ENTERPRISE
ERTIFICATE, NON COLLUSION AFFIDAVIT, DRUG FREE WORK
LACE FORM, SWORN STATEMENT-ORDINANCE NO. 10-1990,
BLIC ENTITY CRIME STATEMENT.

DY BOBICK, OWNER
E BUILDING MAINTENANCE
00 20TH TERRACE
Y WEST, FLORIDA 33040
294-6206 OR 304-7636

Febuary 4, 2004

ACE Building Maintenance

Key West Monroe County, Florida, 33040

RE: Disadvantaged Business Enterprises Certification Status

Dear Judy Bobick,

Please be advised that ACE Building Maintenance has been temporarily certified as a Disadvantaged Business Enterprise pending further review by our Consultants

Please be advised that this temporary DBE certification will expire thirty (30) days from the date of this letter: and that ACE Building Maintenance will be counted as a DBE on all Key West International Airport (KWIA) federally funded projects during the next thirty day period.

Upon receipt of notification from our Consultants, I will readdress the Your firm's certification application and inform you of the Key West International Airport's decision within Thirty (30) days.

If you have, any questions regarding the DBE Program of the Airport please call me at (305) 296-8099.

Sincerely,

Jerome Fain

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BP
ACEBU-2

DATE (MM/DD/YYYY) 09/15/05

PRODUCER

Key West Insurance, Inc.
646 United Street, Suite 1
Key West FL 33040
Phone: 305-294-1096 Fax: 305-294-8016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Ace Building Maintenance
1200 20th Terrace
Key West FL 33040

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Old Dominion Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	MPG48269	09/06/05	09/06/06	EACH OCCURRENCE	$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 500000
						MED EXP (Any one person)	$ 10000
						PERSONAL & ADV INJURY	$ 1000000
						GENERAL AGGREGATE	$ 2000000
						PRODUCTS - COMP/OP AGG	$ 2000000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

APPROVED BY MANAGEMENT
BY M. Schwab
DATE 9-19-05
WAIVER N/A Y YES
Dg: Clerk
CC: File
Benetta Mae

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

MONROEC

Monroe County Board of County Commissioners
1100 Simonton Street
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Key West Insurance, Inc.

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR CH BOBIJU1

DATE (MM/DD/YYYY) 03/29/06

PRODUCER

Atlantic Pacific-Key West
P.O. Box 5548
Key West FL 33045-5548
Phone: 305-294-7696 Fax: 305-294-7383

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allstate Insurance Co.	19232
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

Judith Bobick
dba Ace Building Maintenance
1200 20th Terrace
Key West FL 33040

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY / PRO-JECT / LOC					
A	X	AUTOMOBILE LIABILITY	048723343	05/18/05	05/18/06	COMBINED SINGLE LIMIT (Ea accident)	$ 300000
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		X SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

APPROVED BY RISK MANAGEMENT
BY M. Slunder
DATE 4-3-06
WAIVER N/A X YES

Orig: Clerk
cc: File
Bevette Moore
Nat Cassel

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

1997 Jeep Gr Cheroke Sidekick 1J4GZ78Y6VC646697

CERTIFICATE HOLDER

MCBCCOM

Monroe County Board of County Commissioners
3491 S Roosevelt Blvd
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Christine Y. Hernandez

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Phone: (305) 662-3852
Fax: (305) 661-9948
http://www.mcsurety.com

Matson-Charlton Surety Group

MEMBER NASBP

September 15, 2005

Maria Slavik
Risk Management Specialist
Monroe County Risk Management
P.O. Box 1026
Key West, FL 33041

RECEIVED
MAR 15 2006
AIRPORTS - BEM

RE: JUDITH BOBICK DBA ACE BUILDING MAINTENANCE
JANITORIAL SERVICE BOND NO. 69713292

Dear Ms. Slavik:

Pursuant to my voice mail message to you, our client has notified our office of your request for a Certificate of Insurance for the Dishonesty Bond they have in place. Please note that unlike insurance policies that expire every year, this bond is continuous and has been so since its effective date of May 13, 2004. Certificate of Insurance are not issued on bonds and/or additional insured are not added on, since the bond is strictly between the surety, (Western Surety Company) and our client's actions.

This policy is in effect and the renewal premium for 2005-2006 has been paid.

If any further information is needed, please feel free to contact me at: (305) 662-3852

Regards,

Dinia Cavaliere
Office Manager

Cc: Richard Collins – Fax No. (305) 292-3516

Western Surety Company

JANITORIAL SERVICE BOND

Bond No. 69713292

In consideration of an agreed premium, Western Surety Company, a South Dakota corporation, hereby agrees to indemnify Judy Bobick dba Ace Building Maintenance of 1200 20TH TERR., KEY WEST, FL 33040 (the "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (the "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of such Employees being ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($ $100,000.00).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

TERM OF BOND:

SECTION 1. The term of this bond begins with the 13 day of May, 2004, at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

DEFINITION OF EMPLOYEE:

SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, for whom a premium has been paid, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

FRAUDULENT OR DISHONEST ACT:

SECTION 4. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE OBLIGEE SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

MERGER OR CONSOLIDATION:

SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 4 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

DEDUCTIBLE:

SECTION 8. The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Obligee, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Obligee, obtained or made by the Obligee or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS ($100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee commits the fraudulent or dishonest act resulting in such loss or losses, said deductible amount shall apply to each Employee so involved.

Moore-Bevette

From: Cassel-Nat
Sent: Monday, March 20, 2006 2:59 PM
To: Moore-Bevette
Cc: Slavik-Maria
Subject: Judy BOBICK

Dear Bevette,

This will confirm my telephone message left on your voice mail today. We have two issues with Ms. Bobick. The first is the dishonesty bond. I understand that you have a letter from the surety company confirming that the bond is in place. We will accept that. I also spoke to the surety and she will advise us if in the future the bond is not continued. The second is the certificate of insurance on the jeep. We need an ORIGINAL CERTIFICATE OF INSURANCE. Ms. Bobick has assured me that she has already given you an original.

Thanks,

Nat Cassel