

**Monroe County Comprehensive Plan Land Authority
Advisory Committee Meeting
Agenda Items for 9/24/25 Meeting**

The Land Authority Advisory Committee Meeting is scheduled to meet on Wednesday, September 24, 2025 at the Marathon Government Center, located 2798 Overseas Highway, Media Room – 1st Floor, Marathon, Florida, beginning at 9:30 AM.

1. Call to order.
2. Roll call.
3. Additions and deletions to the agenda.
4. Approval of the minutes for the August 21, 2025 meeting.
5. Approval of a contract to purchase Tier 3A property for conservation - Block 10, Lots 8 and 9, Bowen's Addition to Riviera Village on Key Largo, near mile marker 105 from **Charles L. Ortiz** for the price of **\$160,000**.
6. Approval of a resolution of the Monroe County Comprehensive Plan Land Authority approving **\$1,382,856** in construction funding to the **City of Key West** for the Key West Housing Authority's conversion of the Assisted Living Facility at Poinciana Gardens to permanent affordable housing on property legally described as a portion of Lots 1-12, Block 18, "Key West Foundation Company's Plat No. 2," as recorded in Plat Book 1, at Page 189, located at 1664 Dunlap Drive, Key West, Florida, and being more particularly described as shown in Exhibit A with ID# 00054250-000000, Subject to a Land Use Restriction Agreement (LURA), and with disbursement of the funding pending availability of funds, receipt of an updated proforma verifying construction costs, and receipt of building permits from the City of Key West; and authorizing the Chairman and Executive Director to execute documents necessary to implement this resolution.
7. Executive Director's report.
8. Adjournment.

ADA ASSISTANCE If you are a person with a disability who needs special accommodations in order to participate in these proceedings, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY
ADVISORY COMMITTEE

August 21, 2025

The Monroe County Comprehensive Plan Land Authority (MCLA) Advisory Committee held a meeting on Wednesday, August 21, 2025, on the first floor Media Room of the Marathon Government Center located at 2798 Overseas Highway, Marathon, Florida. The meeting was called to order by Vice Chairman Erin Muir at 9:30 AM. Present and answering roll call in addition to Vice Chairman Muir were Marv Schindler and Sandi Williams. Linda Cunningham and Chairman Leslie Valant were absent. Also present were Executive Director Cynthia Guerra, Senior Property Acquisition Specialist Mark Rosch, and Office Manager John Beyers. Property Specialist Dina Gambuzza and Counsel Greg Oropeza participated via zoom.

Following the call to order and roll call, the next item (Item 3) was additions and deletions to the agenda. Vice Chairman Muir advised the Committee that the agenda has a revision date of August 21, 2025.

The next item (Item 4) was approval of the minutes for the July 30, 2025 meeting. Mr. Schindler made a motion to approve the minutes as presented and Ms. Williams seconded the motion. There being no objections, the motion carried 3/0.

The next item (Item 5) was approval of a contract to purchase Tier 1 property for conservation - Block 14, Lot 19, North Sugarloaf Acres Section Two on Sugarloaf Key near mile marker 19 from North American Land Corporation for the price of \$19,000. Mr. Rosch addressed the Committee. The subject property consists of 1.23 acres that is located at corner of Crane Boulevard and Rosalind Road on the bay side of Sugarloaf Key. The property has a zoning designation of Native Area (NA) and vegetation mapped as buttonwood and scrub mangrove. Following discussion, Mr. Schindler made a motion to approve the item at the purchase price of \$19,000 and Ms. Williams seconded the motion. There being no objections, the motion carried 3/0.

The next item (Item 6) was approval of a contract to purchase Tier 1 property for conservation - Block 65, Lot 5, Port Pine Heights 2nd Addition on Big Pine Key near mile marker 30 from Michael F. Anders for the price of \$49,000. Mr. Rosch addressed the Committee. The subject property consists of a 5,250 square foot lot that is located on Treasure Island Street on the bay side of Big Pine Key. The property has a zoning designation of Improved Subdivision (IS) and vegetation mapped as undeveloped land. Following discussion, Ms. Williams made a motion to approve the item at the purchase price of \$49,000 and Mr. Schindler seconded the motion. There being no objections, the motion carried 3/0.

The next item (Item 7) was the Executive Directors Report. In lieu of an Executive Director's Report, Mr. Rosch reported on the success of the recent effort to acquire more parcels in the Crains Subdivision on Grassy Key:

- a) Prior to sending out purchase offers, MCLA hired a surveyor to do a Mean High Water (MHW) survey of Crains Subdivision.

- b) MCLA mailed purchase offers to 73 landowners and realized a 32% response rate.
- c) A few parcels are still in process, but if they all close the transactions will expend \$322,000 in total.
- d) Parcels acquired included upland and wetland habitats.

Mr. Rosch also reported that MCLA closed on the Lorenz-Smits Estate in Sand Subdivision of Big Pine Key and thanked Greg Oropeza and his staff for stewarding the very complex transaction to closing.

The next MCLA Advisory Committee meeting is scheduled for Wednesday, September 24, 2025. Ms. Muir and Mr. Schindler said they will be able to attend. Ms. Williams said she is unsure if she is able to attend.

There being no further business, the meeting was adjourned at 10:05 AM.

Prepared by: _____
John Beyers
Office Manager

Approved by the Advisory Committee on _____.

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AGENDA ITEM WORDING: Approval of a contract to purchase Tier 3A property for conservation - Block 10, Lots 8 and 9, Bowen's Addition to Riviera Village on Key Largo, near mile marker 105 from Charles L. Ortiz for the price of \$160,000.

ITEM BACKGROUND:

This acquisition is proposed to protect property rights and the natural environment and to reduce potential liability for takings suits. The subject property fronts Bonita Avenue on the bay side of Key Largo.

Purchase Price and Estimated Closing Costs:

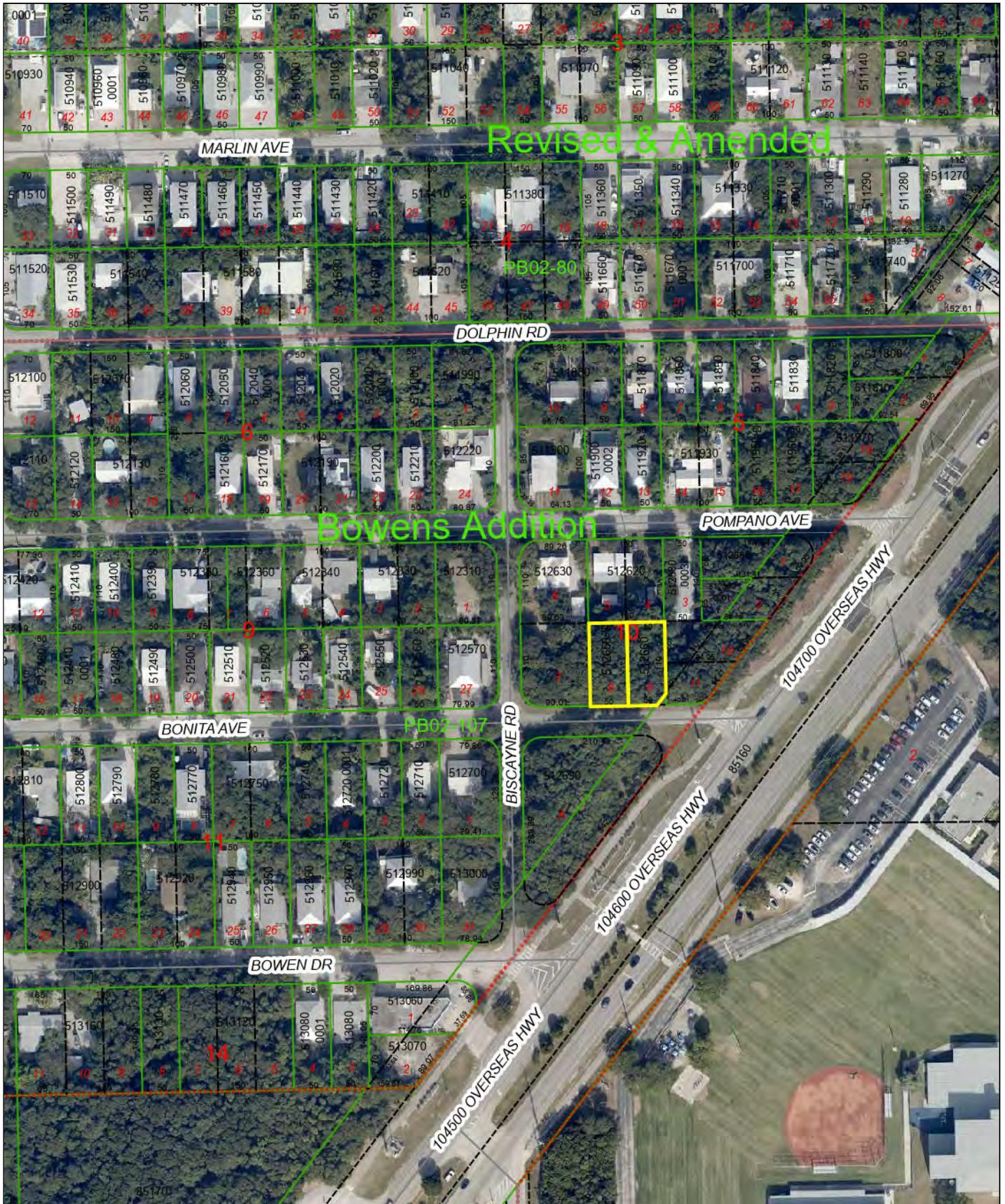
- Purchase Price: \$160,000.00
- Cost of Appraisal: \$1,000.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$1,350.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$163,110.50

Attributes of the Subject Property:

- Parcel ID#: 00512650-000000 and 00512660-000000
- Size: 10,906 square feet
- Tier Designation: Tier 3A – Special Protection Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Mapped as hammock.
- Acquisition List Qualification: This property qualifies because it is Tier 3A.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 2.0 TDRs
- ROGO Dedication Points: 4.0 points

Block 10, Lots 8 and 9, Bowen's Addition to Riviera Village

Key Largo



PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00512650-000000
Account# 1631965
Property ID 1631965
Millage Group 500K
Location Address VACANT LAND, KEY LARGO
Legal Description BK 10 LT 8 BOWENS ADDN TO RIVIERA VILLAGE PB2-107 KEY LARGO G57-181 OR444-151 OR2187-2131/32PR/D
(Note: Not to be used on legal documents.)
Neighborhood 1857
Property Class VACANT RES (0000)
Subdivision BOWENS ADD RIVIERA VILLAGE
Sec/Twp/Rng 12/61/39
Affordable Housing No



Owner

[ORTIZ CHARLES L](#)
 37489 Summer Holly
 Fremont CA 94536

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$154,000	\$92,125	\$92,125	\$81,125
= Just Market Value	\$154,000	\$92,125	\$92,125	\$81,125
= Total Assessed Value	\$17,259	\$15,690	\$14,264	\$12,967
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$154,000	\$92,125	\$92,125	\$81,125

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$154,000	\$0	\$0	\$154,000	\$17,259	\$0	\$154,000	\$0
2023	\$92,125	\$0	\$0	\$92,125	\$15,690	\$0	\$92,125	\$0
2022	\$92,125	\$0	\$0	\$92,125	\$14,264	\$0	\$92,125	\$0
2021	\$81,125	\$0	\$0	\$81,125	\$12,967	\$0	\$81,125	\$0
2020	\$78,375	\$0	\$0	\$78,375	\$11,788	\$0	\$78,375	\$0
2019	\$68,750	\$0	\$0	\$68,750	\$10,716	\$0	\$68,750	\$0
2018	\$74,250	\$0	\$0	\$74,250	\$9,742	\$0	\$74,250	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY UNPERMITTED (01DM)	5,500.00	Square Foot	50	110

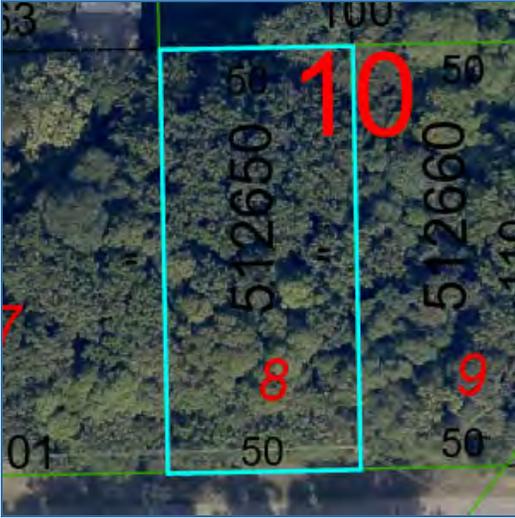
View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

[2024 TRIM Notice \(PDF\)](#)

No data available for the following modules: Buildings, Yard Items, Sales, Permits, Sketches (click to enlarge).

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By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00512660-000000
 Account# 1631973
 Property ID 1631973
 Millage Group 500K
 Location Address VACANT LAND, KEY LARGO
 Legal Description BK 10 LT 9 BOWENS ADDN TO RIVIERA VILLAGE PB2-107 KEY LARGO G57-181 OR444-151 OR2187-2131/32P/R
 (Note: Not to be used on legal documents.)
 Neighborhood 1857
 Property Class VACANT RES (0000)
 Subdivision BOWENS ADD RIVIERA VILLAGE
 Sec/Twp/Rng 12/61/39
 Affordable No
 Housing



Owner

[ORTIZ CHARLES L](#)
 37489 Summer Holly
 Fremont CA 94536

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$151,368	\$90,551	\$90,551	\$79,739
= Just Market Value	\$151,368	\$90,551	\$90,551	\$79,739
= Total Assessed Value	\$17,007	\$15,461	\$14,055	\$12,777
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$151,368	\$90,551	\$90,551	\$79,739

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$151,368	\$0	\$0	\$151,368	\$17,007	\$0	\$151,368	\$0
2023	\$90,551	\$0	\$0	\$90,551	\$15,461	\$0	\$90,551	\$0
2022	\$90,551	\$0	\$0	\$90,551	\$14,055	\$0	\$90,551	\$0
2021	\$79,739	\$0	\$0	\$79,739	\$12,777	\$0	\$79,739	\$0
2020	\$77,036	\$0	\$0	\$77,036	\$11,615	\$0	\$77,036	\$0
2019	\$67,575	\$0	\$0	\$67,575	\$10,559	\$0	\$67,575	\$0
2018	\$72,981	\$0	\$0	\$72,981	\$9,599	\$0	\$72,981	\$0

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Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY UNPERMITTED (01DM)	5,406.00	Square Foot	50	110

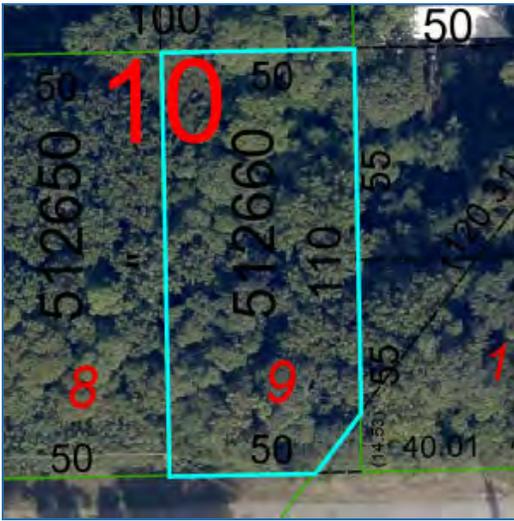
View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



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AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between

Charles L. Ortiz

(hereinafter "Seller(s)"), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$160,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Block 10, Lots 8 and 9, Bowen's Addition to Riviera Village (PB 2-107)
Parcel ID# 00512650-000000 and 00512660-000000**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by

reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$160,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**37489 Summer Holly
Fremont, CA 94536**

with a copy to:

**Sabrina Wampler
Ocean Sotheby's International Realty
sabrina.sarah@oceansir.com**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **August 27, 2025** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **Charles L. Ortiz**

Signature	Date	Phone Number	Email Address
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The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2025.

(Seal)

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra, Executive Director

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AGENDA ITEM WORDING: Approval of a resolution of the Monroe County Comprehensive Plan Land Authority approving \$1,382,856 in construction funding to the City of Key West for the Key West Housing Authority's conversion of the Assisted Living Facility at Poinciana Gardens to permanent affordable housing on property legally described as a portion of Lots 1- 12, Block 18, "Key West Foundation Company's Plat No. 2," as recorded in Plat Book 1, at Page 189, located at 1664 Dunlap Drive, Key West, Florida, and being more particularly described as shown in Exhibit A with ID# 00054250-000000, Subject to a Land Use Restriction Agreement (LURA), and with disbursement of the funding pending availability of funds, receipt of an updated proforma verifying construction costs, and receipt of building permits from the City of Key West; and authorizing the Chairman and Executive Director to execute documents necessary to implement this resolution.

ITEM BACKGROUND:

The City of Key West requested \$1,382,856 through City Resolution 25-244 (attached) for construction funding from the Land Authority's Key West fund to convert the assisted living facility at Poinciana Gardens Senior Living Complex to permanent affordable housing. The City Commission's request for \$1,382,856 is within the approved Fiscal Year 2026 budget but disbursement is dependent on receipt of future revenues projected for Fiscal Year 2026.

The Poinciana Gardens Senior Living Complex opened in July 2018 and consists of supported living units on the first and second floors and assisted living units on the third floor. The facility has experienced low occupancy that has resulted in loss of revenue needed to meet operational expenses. From 2021 through 2024, the City and County entered into an Interlocal Agreement with the Key West Housing Authority to help fund the operations of the facility. The Interlocal Agreement will end on September 30, 2025 and will not be renewed. The City, County and Housing Authority have expended over \$9.2 million dollars to fund financial shortfalls in the operations of the facility. The Housing Authority's analysis indicates that converting the assisted living facility to an independent living facility made up of permanent affordable housing units would allow for more efficient operations as there is higher demand for senior independent living housing than assisted living housing.

RESOLUTION NO. _____

APPROVAL OF A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING \$1,382,856 IN CONSTRUCTION FUNDING TO THE CITY OF KEY WEST FOR THE KEY WEST HOUSING AUTHORITY'S CONVERSION OF THE ASSISTED LIVING FACILITY AT POINCIANA GARDENS TO PERMANENT AFFORDABLE HOUSING ON PROPERTY LEGALLY DESCRIBED AS A PORTION OF LOTS 1-12, BLOCK 18, KEY WEST FOUNDATION COMPANY'S PLAT NO. 2 AS RECORDED IN PLAT BOOK 1, AT PAGE 189, LOCATED AT 1664 DUNLAP DRIVE, KEY WEST, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS SHOWN IN EXHIBIT A, WITH ID# 00054250-000000, SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA), AND WITH DISBURSEMENT OF THE FUNDING PENDING AVAILABILITY OF FUNDS, RECEIPT OF AN UPDATED PROFORMA VERIFYING CONSTRUCTION COSTS, AND RECEIPT OF BUILDING PERMITS FROM THE CITY OF KEY WEST; AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO EXECUTE DOCUMENTS NECESSARY TO IMPLEMENT THE RESOLUTION.

WHEREAS, as evidenced by Resolution 25-244, the City of Key West has requested the Monroe County Comprehensive Plan Land Authority (hereinafter MCLA) provide \$1,382,856 to the City of Key West for the Key West Housing Authority's project to convert the Poinciana Gardens Senior Living Complex Assisted Living Facility to permanent affordable housing, on land described in Exhibit A, in Key West at Poinciana Plaza ("Subject Property"); and

WHEREAS, the City of Key West has requested \$1,382,856 be disbursed during MCLA's Fiscal Year 2026; and

WHEREAS, Section 380.0666(3)(a), Florida Statutes, empowers MCLA to utilize tourist impact tax revenue in the Key West fund toward the construction of affordable housing in Key West; and

WHEREAS, said permanent affordable housing units will be limited for income eligible households whose income does not exceed 160 percent of the Area Median Income in accordance with section 380.0666(3)(a), Florida Statutes; and

WHEREAS, the Land Authority Advisory Committee considered this resolution at a meeting held on September 24, 2025 and voted **X/X** to recommend approval; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. MCLA hereby approves up to \$1,382,856 in Fiscal Year 2026 for construction funding for the conversion of the assisted living units at the Subject Property to permanent affordable housing units, with disbursement of funds conditioned as detailed in Section 3 below and subject to availability of the funds.

Section 3. Said funds shall be disbursed when the Key West Housing Authority provides to the Land Authority Executive Director: a) written evidence that the City of Key West indicates the permits for the conversion of the units referenced in Section 2 above are ready for issuance, and b) an updated proforma with final construction costs detailed and certified by a licensed design engineer or architect.

Section 4. Prior to disbursement of funds, the Key West Housing Authority shall sign and record a Land Use Restriction Agreement (LURA) shown in Exhibit B, restricting use of the subject property to affordable housing in accordance with section 380.0666(3)(a), Florida Statutes in perpetuity.

Section 5. The Land Authority Chairman and Executive Director are hereby authorized to execute documents necessary to implement this Resolution.

Section 6. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 15th day of October, 2025

Commissioner Craig Cates _____
Vice Chairwoman Michelle Lincoln _____
Commissioner James Scholl _____
Commissioner Holly Raschein _____
Chairman David Rice _____

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra
Executive Director

David P. Rice
Chairman

Approved as to form and legality:

Greg S. Oropeza, Esquire

EXHIBIT "A"

A tract of land lying on the Island of Key West, Monroe County, Florida and being known as a portion of Lots 1-12, Block 18, "KEY WEST FOUNDATION COMPANY'S Plat No. 2", as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida and being more particularly described as follows:

Commence at the intersection of the Northerly Right-of-Way line of Duck Avenue and the Westerly Right-of-Way line of 19th Street, said point also being the Southeast corner of Lot 1, Block 17, of the KEY WEST FOUNDATION COMPANY'S Plat No. 2; thence S 70°56'00" W along the said Northerly right-of-way Line of Duck Avenue for a distance of 1260.50 feet to the Point of Beginning; thence N 19°04'00" W a distance of 98.16 feet; thence N 70°56'00" E a distance of 153.38 feet; thence N 19°04'00" W a distance of 84.40 feet; thence N 87°20'47" W a distance of 106.06 feet; thence N 02°47'50" E a distance of 19.63 feet; thence S 87°03'31" E a distance of 108.14 feet; thence N 70°56'00" E a distance of 178.94 feet; thence S 18°58'04" E a distance of 153.38 feet; thence N 70°56'00" E a distance of 100.80 feet; thence N 19°04'00" W a distance of 59.36 feet; thence N 70°56'00" E a distance of 76.47 feet; thence N 19°04'00" W a distance of 71.61 feet; thence N 70°56'00" E a distance of 128.96 feet; thence S 19°04'00" E a distance of 177.09 feet; thence S 70°56'00" W a distance of 647.59 feet to the Point of Beginning.

Exhibit B

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Gregory S. Oropeza, Esq.
Oropeza, Stones, & Cardenas, PLLC
221 Simonton Street
Key West, FL 33040

LAND USE RESTRICTION AGREEMENT

**POINCIANA APARTMENTS KEY WEST, FLORIDA
PARCEL IDENTIFICATION NUMBERS 00054250-000000**

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 2025, between the HOUSING AUTHORITY OF THE CITY OF KEY WEST (hereinafter "Grantor") and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

RECITALS

A. This Agreement pertains to a portion of the real property located on Key West, Florida bearing Parcel Identification Number 00054250-000000 as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

B. In accordance with Land Authority Resolution No. 38-2025 the Land Authority approved construction funding for the conversion of existing assisted living housing units into permanent affordable residential housing units, in the amount of One Million Three Hundred and Eighty-Two Thousand Eight Hundred and Fifty-Six and 00/100 Dollars (\$1,382,856.00); and

C. As a condition of providing construction funding to Grantor for development of affordable housing on the Property, Grantor has agreed that the Property shall comply with the affordable housing requirements specified herein.

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 are hereby acknowledged, Grantor and Land Authority do hereby contract and agree as follows:

ARTICLE I
COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS

In order to comply with the Land Authority's requirements pursuant to Section 380.0663(1), *et seq.*, Florida Statutes and Monroe County Ordinance No. 031-1986, Grantor hereby covenants and agrees as follows:

- 1.01 The restrictions contained in this Article I shall not expire, shall run with the Property in perpetuity and shall be binding upon Grantor, its successors, or assigns.
- 1.02 Use of the Property shall be restricted to the provision of affordable housing for families or households whose income does not exceed 160% of the Area Median Income. Nothing herein shall preclude Grantor or any other entity providing affordable housing on the Property from setting more restrictive income limits than those imposed by this Agreement.
- 1.03 The Grantor is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

ARTICLE II **CONSIDERATION**

In addition to other purposes, the Land Authority has extended construction funding to Grantor for the Property as an inducement to the Grantor to restrict use of the Property to affordable housing in perpetuity. In consideration of said Land Authority extension of a construction funding for the foregoing purposes, the Grantor and the Land Authority have entered into this Agreement.

ARTICLE III **RELIANCE**

In performing its duties hereunder, the Land Authority may rely upon statements and certificates of the Grantor, its tenants, and the residents of the Property believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of Grantor pertaining to occupancy of the Property.

ARTICLE IV **TERM**

This Agreement shall become effective upon its execution and delivery and shall remain in full force and effect without expiration, unless modified by mutual written consent of the parties.

ARTICLE V **ENFORCEMENT**

If Grantor defaults in the performance of its obligations under this Agreement or breaches any material covenant, agreement or warranty of Grantor set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the Land Authority to Grantor, then the Land Authority may take any action at law or in equity or otherwise to address said default(s). However, if the default stated in such notice can be corrected, but not within the thirty (30) day period, and if Grantor adopts a plan to correct or cure the default and commences the correction within the thirty (30) day period (subject to any rights of tenants in possession of units under a valid lease agreement), and thereafter diligently pursues

the same to completion within such extended period, the Land Authority shall not have waived its right of enforcement if the default remains uncured after the expiration of the extended cure period.

ARTICLE VI
RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

6.01. Upon execution Grantor shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of Monroe County and shall pay all fees and charges incurred in connection therewith.

6.02 This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, Grantor and Land Authority and their respective successors and assigns during the term of this Agreement.

ARTICLE VII
GOVERNING LAW

This Agreement 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.

ARTICLE VIII
NOTICE AND EFFECT

All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Land Authority: Monroe County Land Authority
1200 Truman Avenue, Suite 207
Key West, FL 33040
Attention: Executive Director

Grantor: Housing Authority of the City of Key West
1400 Kennedy Drive
Key West, Florida 33040
Attention: Executive Director

Any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

ARTICLE IX
MISCELLANEOUS

9.01. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

9.02. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

Signature Pages Immediately Following

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, Grantor and Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

Grantor:

HOUSING AUTHORITY OF THE CITY OF
KEY WEST, FLORIDA

Print: _____

Address:

By: _____

Randy Sterling, Executive Director

Print: _____

Address:

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2025 by Randy Sterling as Executive Director of the Housing Authority of the City of Key West, Florida. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, Grantor and Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN
LAND AUTHORITY

Print: _____

Address:

By: _____

David P. Rice, Chairman

Print: _____

Address:

Address: 1200 Truman Avenue, Suite 207
Key West, FL 33040

Approved as to form and legality

[SEAL]

Gregory S. Oropeza, Esq.

STATE
COUNTY OF MONROE

OF

FLORIDA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2025, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

RESOLUTION NO. 25-244

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, REQUESTING THE MONROE COUNTY LAND AUTHORITY (MCLA) TO PROCEED WITH DISBURSING \$1,382,856 TO THE HOUSING AUTHORITY OF THE CITY OF KEY WEST, FLORIDA (KWAH), CONSTRUCTION FUNDING FOR THE POINCIANA GARDENS CONVERSION PROJECT; REQUESTING THAT MCLA DISBURSE SAID FUNDING IN FY 25/26; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS, UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 2, 2013, through Resolution 13-256, the City Commission of the City of Key West, Florida ("the City"), asked the Housing Authority of the City of Key West, Florida ("the KWAH"), to develop a Request for Proposals ("RFP") for development of an assisted and independent living facility at Poinciana Plaza (or another suitable site); and

WHEREAS, on July 1, 2018, an Operating Agreement was entered into by and between the KWAH and Key West Senior Development, LLC, a professional and experienced assisted living management company, appointing Key West Senior Development, LLC ("KWSL") to manage the day-to-day operations of Poinciana Gardens Senior Living Complex ("Poinciana Gardens"); and

WHEREAS, on July 18, 2018, the City of Key West Building Department issued a Certificate of Occupancy and Poinciana Gardens officially opened, featuring supported living units on the first and second floors and assisted living units on the third floor.; and on January 31, 2019, the Operating Agreement between the KWAH

and KWSD was terminated by the KWHHA due to KWSD's poor performance and the inability to maintain necessary occupancy levels; and

WHEREAS, on February 1, 2019, a Facility Management Agreement was entered into by and between the KWHHA and Mia-Poinciana Gardens-LLC ("Mia") a professional and experienced assisted living management company, appointing Mia to provide management services; and on December 27, 2019, the KWHHA terminated the Facility Management Agreement with Mia due to Mia's poor performance and the inability to maintain necessary occupancy levels, effective January 31, 2020; and

WHEREAS, on February 1, 2020, following unsuccessful efforts by two professional assisted living management companies to fill units and stabilize finances, the KWHHA assumed full management of Poinciana Gardens and its operations in order to ensure continuity of care for residents and to eliminate management fees; and

WHEREAS, in years 2021, 2022, 2023, and 2024, the City and the County entered into Interlocal Agreements with the KWHHA to help fund the operations of Poinciana Gardens, fulfilling the County's commitment to subsidizing the residents who were transferred from the Bayshore Manor facility upon its closing; and

WHEREAS, in October of 2024, both the County and the City advised the KWHHA that their Interlocal Agreements would end on September 30, 2025, and they would not be renewed for another term; and

WHEREAS, since Poinciana Gardens opened, the KWA has expended \$4,882,645, the City has expended \$1,600,000, and the County has expended \$2,800,000, for a total of \$9,282,645, to fund the financial shortfall for Poinciana Gardens operations; and

WHEREAS, ongoing operational and financial challenges, including the termination of subsidies from the City of Key West and Monroe County, coupled with evolving resident needs and insufficient community demand for assisted living services, have prompted the KWA to evaluate alternative uses for the assisted living units and supported living units; and

WHEREAS, preliminary analysis indicates that converting the assisted living and supported living units to independent living rest home units for active seniors would allow for more efficient operations, broaden housing opportunities for seniors, and better utilize Poinciana Gardens; and

WHEREAS, the City, the KWA, Monroe County, and the Monroe County Land Authority ("MCLA") are partnering to convert the third-floor assisted living units located in Poinciana Gardens at 1664 Dunlap Drive in Key West to independent living rest home units (hereinafter, Subject Project); and

WHEREAS, the City desires to request the MCLA to disburse \$1,382,856 of Local Government Contribution Land Authority funds to the KWA.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That MCLA is requested to proceed with disbursing \$1,382,856 to KWAH as partial construction funding for the Subject Project upon issuance of building permits by the City of Key West to effectuate the conversion of the third-floor assisted living units into independent living rest home units subject to restrictions and limitations set forth in Florida Statute Section 380.0666.

Section 2: That the City Manager is authorized to execute any necessary documents to effectuate this funding process for the Subject Property, upon consent of the City Attorney.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

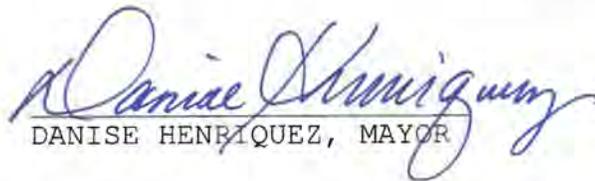
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Passed and adopted by the City Commission at a meeting held this 3rd day of September, 2025.

Authenticated by the Presiding Officer and Clerk of the Commission on 3rd day of September, 2025.

Filed with the Clerk on September 3, 2025.

Mayor Danise Henriquez	<u>Yes</u>
Vice Mayor Donald "Donie" Lee	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Aaron Castillo	<u>Yes</u>
Commissioner Monica Haskell	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Absent</u>
Commissioner Sam Kaufman	<u>No</u>


DANISE HENRIQUEZ, MAYOR

ATTEST


KERI O'BRIEN, CITY CLERK



MEMORANDUM

Date: September 3, 2025

To: Honorable Mayor and Commissioners

Via: Brian L. Barroso
City Manager

From: Christina Bervaldi
Director of Finance

Subject: **FILE ID 25-4379 Request for Monroe County Land Authority Funds**

Introduction

Respectfully request that the Mayor and Commission request the Monroe County Land Authority (MCLA) allocate funding, in the amount of \$1,382,856.00, for the purpose of construction costs to convert the 3rd floor of Poinciana Gardens, located at 1664 Dunlap Drive, from Assisted Living Facility (ALF) units to independent living rest home units.

Background

In 2013 at the request of the City of Key West through Resolution 13-256, the Key West Housing Authority constructed an Assisted Living Facility on Key West Housing Authority property located at 1664 Dunlap Drive, Key West, Florida to provide a vital community housing need for the residents of Key West.

Although KWHA developed the project, the intent was for KWHA to contract out the day-to-day operations and administration of the facility to a management company that had the knowledge and expertise to run an Assisted Living Facility. In February 2020, after failed contracts with two separate management companies due to low occupancy resulting in large financial losses, KWHA took over the administration and day-to-day operations of Poinciana Gardens.

In February of 2020 the City passed Resolution 20-031 requesting the Monroe County Board of Commissioners to work cooperatively with the KWHA to ensure the continued operations of Poinciana Gardens Assisted Living Facility.

In August of 2021 the City passed Resolution 21-174 that created the original Poinciana Garden Funding Interlocal Agreement between the County, City and KWHS that provided funding to KWHA for FY 2022 through 2024 for continued operations of the facility. The ILA committed financial support from the County and City up to \$400,000 for FY2022, \$300,000 for the FY 2023 and up to \$200,000 for FY2024.

In October of 2024, both the County and the City advised the KWHA that their Interlocal Agreements would end on September 30, 2025, and they would not be renewed for another term.

Ongoing operational and financial challenges, including the termination of subsidies from the City of Key West and Monroe County, coupled with evolving resident needs and insufficient community demand for assisted living services, have prompted the KWHA to evaluate alternative uses for the assisted living units and supported living units. Preliminary analysis indicates that converting the assisted living and supported living units to independent living rest home units for active seniors would allow for more efficient operations, broaden housing opportunities for seniors, and better utilize Poinciana Gardens.

On August 13, 2025, the City, the KWHA, Monroe County, and the Monroe County Land Authority (MCLA) met regarding the challenges facing the Poinciana Gardens facility and have determined to partner to convert the third-floor assisted living units located in Poinciana Gardens at 1664 Dunlap Drive in Key West to independent living rest home units.

As part of this partnership, the City desires to request the MCLA to disburse \$1,382,856 of Local Government Contribution Land Authority funds to the KWHA for the construction costs to convert the 3rd floor ALF units at the Poinciana Gardens Facility, to independent living rest home units.

Procurement

Approval of the requested disbursement would reduce the available funds balance of the Monroe County Comprehensive Plan Land Authority (MCLA) monies that are allocated to properties within the City of Key West.

Recommendation

Respectfully request that the Mayor and Commission request the Monroe County Land Authority (MCLA) allocate funding, in the amount of \$1,382,856.00, for the purpose of construction costs to convert the 3rd floor of Poinciana Gardens, located at 1664 Dunlap Drive, from Assisted Living Facility (ALF) units to independent living rest home units.

RESOLUTION NO. 21-008

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "POINCIANA GARDENS FUNDING INTERLOCAL AGREEMENT" BETWEEN MONROE COUNTY (COUNTY), THE CITY OF KEY WEST (CITY) AND THE HOUSING AUTHORITY OF THE CITY OF KEY WEST (KWA); AUTHORIZING ANY NECESSARY BUDGET TRANSFERS OR ADJUSTMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 13-256, the City encouraged KWA to develop and construct an assisted living facility at Poinciana Plaza, and in Resolution 20-031 the City Commission acknowledged the significant management challenges faced by the Poinciana Gardens senior living facility, and found that the Poinciana Gardens facility provides safe and affordable housing for senior citizens in Key West; and

WHEREAS, the CITY and the COUNTY have committed to providing funding to KWA for FY 2021 for the continued operation of Poinciana Gardens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the City Commission hereby approves the attached "Poinciana Gardens Funding Interlocal Agreement" among the City, the COUNTY and KWA for funding for the KWA continuing operation of the Senior living facility at Poinciana Gardens through FY 2021.

Section 2: That funds in an amount up to \$400,000.00 for this project are budgeted in General Government/Grants & Aid Account #001-1900-519.82. Any necessary transfers or adjustments are hereby approved.

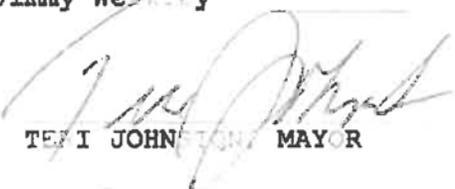
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20th day of January, 2021.

Authenticated by the Presiding Officer and Clerk of the Commission on 21st day of January, 2021.

Filed with the Clerk on January 21, 2021.

Mayor Teri Johnston	Yes
Vice Mayor Sam Kaufman	Yes
Commissioner Gregory Davila	Yes
Commissioner Mary Lou Hoover	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weir	Yes


TERI JOHNSTON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

POINCIANA GARDENS FUNDING
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this 20th day of January, 2021 by and between **MONROE COUNTY**, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040, (hereinafter "**COUNTY**"), the **CITY OF KEY WEST**, a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, Florida 33040 (hereinafter "**CITY**"), and the **HOUSING AUTHORITY OF THE CITY OF KEY WEST**, a body politic created by the City of Key West through F.S. 421.05 under the laws of the State of Florida, whose address is 1400 Kennedy Drive, Key West, Florida 33040 (hereinafter "**KWHA**").

WHEREAS, at the **CITY**'s request, **KWHA** constructed an Adult Assisted Living Facility (**ALF**) known as Poinciana Gardens; and

WHEREAS, Poinciana Gardens was constructed on property owned by the **KWHA** known as Poinciana Plaza; and

WHEREAS, **KWHA** owns the land and improvements and currently administers the operation of Poinciana Gardens; and

WHEREAS, the **CITY**, the **KWHA** and the **COUNTY** have expressed a shared interest in providing an **ALF** facility for the residents of the **CITY** and **COUNTY**; and

WHEREAS, the **COUNTY** has operated an **ALF** for many years and has the knowledge, experience and personnel needed to operate an **ALF**; and

WHEREAS, the **KWHA**, the **CITY** and the **COUNTY** have entered into discussions over the ownership and operation of Poinciana Gardens being transferred to the **COUNTY**; and

WHEREAS, Poinciana Gardens provides the senior citizens of Monroe County with the ability to age in place by assisting with elder care needs such as well-being checks, around the clock caregiver services and supervision of medications; and

WHEREAS, Monroe County finds that providing these elder cares services serve an invaluable public purpose for the senior citizens of Monroe County; and

WHEREAS, in the interim, the **COUNTY** and the **CITY** have committed to providing funds for one year (fiscal year 2021) for the continued operation of Poinciana Gardens;

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. **TERM.** This term of this agreement shall be one year, beginning October 1, 2020 and terminating on September 30, 2021.
2. **FUNDING AND PAYMENT.** The COUNTY and the CITY shall each pay to the KWAH \$400,000 for ALF operations during fiscal year 2021. Said payments shall be made in 1/12 increments. KWAH shall submit to COUNTY and CITY invoices with current financial statements as acceptable to the County Clerk and the City on a MONTHLY schedule in arrears. Acceptability to the Clerk and City is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's and City's disbursement of funds.
3. **MANAGEMENT.** The KWAH shall be solely responsible for the operation, management and administration of the Poinciana Gardens ALF facility. The COUNTY's and CITY's sole obligation and duty pursuant to this agreement is to provide the funding as set forth in the terms of this agreement.
4. **RECORDS - ACCESS AND AUDITS.** All parties shall maintain adequate and complete records for a period of four years after termination of this Agreement. Each party, its officers, employees, agents and auditors shall have access to the other parties' books, records, and documents, related to this Agreement upon request. The access to and inspection of such books, records, and documents by the parties shall occur during the regular office hours or as agreed.
5. **RELATIONSHIP OF PARTIES.** The parties to the Agreement are independent of each other and shall at no time be legally responsible for any negligence on the part of the other parties, their employees, agents or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.
6. **TAXES.** The parties are not subject to taxes and assessments.
7. **INSURANCE.** The parties to this agreement stipulate that each is a state of governmental entity as defined by the Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims under federal or state actions for civil rights violations, which are not limited by Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes Sections 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes arising out of the activities governed by this agreement.

8. **PUBLIC ACCESS.** Pursuant to Florida Statute §119.0701, the parties shall comply with all public records laws of the State of Florida, including but not limited to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by Monroe County in the performance of this Agreement.
 - (b) Provide the public with access to public records on the same terms and conditions that Monroe County would provide the records and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to Monroe County all public records in possession of the contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Monroe County in a format that is compatible with the information technology systems of Monroe County.
9. **HOLD HARMLESS. COUNTY,** as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious actions, which result in claims or suits against either COUNTY, KWAH or CITY, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

KWAH, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either the KWAH, CITY or COUNTY and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

CITY, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either the CITY, COUNTY or KWAH, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by

either party to be sued by third parties in any matter arising out of this or any other Agreement.

10. **NON-DISCRIMINATION.** The parties, each for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person shall be discriminated against in the provision of services or award of contracts under this Agreement as provided under Federal and State law, and applicable local ordinance on the grounds of race, color, or national origin.

The Parties agree that there will be no discrimination against any person, and it is expressly understood that upon determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) The 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 basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to the nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; (11) Code of Ordinance of the City of Key West Section 38 Article III and Section 38-260 and (12) any other nondiscrimination provision in any Federal or state statutes which may apply to the parties to, or the subject matter of, the Agreement.

11. **TERMINATION.** COUNTY and CITY may terminate this Agreement at any time upon ninety days notice to the other parties. Parties understand that such termination action prior to the effective date of termination will cause KWHA to provide forty-five days

notice to Poinciana Gardens Residents to Quit and Vacate the Facility. Following the effective date of termination, COUNTY and CITY shall have no further funding obligation.

12. **ASSIGNMENT.** No Party may assign this Agreement or assign or subcontract any of its obligations under this Agreement other than as specified without the approval of the governing boards of the other Parties. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of the Parties.

13. **GOVERNING LAWS/VENUE.** This Agreement is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Agreement shall be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs subject to the limitations of Section 768.28 Florida Statutes.

14. **ETHICS CLAUSE.** KWAH and the CITY each warrant that it has not employed, retained or otherwise had act on its behalf any former COUNTY officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the COUNTY may, in its discretion, from the agreed payments or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former COUNTY officer or employee.

15. **CONSTRUCTION.** This Agreement has been carefully reviewed by each of the parties. Therefore, this Agreement is not to be construed against any party on the basis of authorship.

16. **NOTICES.** Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

COUNTY:

County Administrator
1100 Simonton Street
Key West, FL 33040

KWAH:

Executive Director
1400 Kennedy Drive
Key West, Florida 33040

CITY OF KEY WEST

City Manager

1300 White Street
Key West, Florida 33041

17. **FULL UNDERSTANDING.** This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understanding, whether written or oral. This Agreement cannot be modified or replaced except by another written or signed agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL)
ATTEST: KEVIN MADON, CLERK

By: Cheryl Smith
Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: [Signature]
Mayor

(SEAL)
ATTEST:

By: _____
Deputy Clerk

CITY OF KEY WEST

By: [Signature]
Mayor

HOUSING AUTHORITY OF THE CITY
OF KEY WEST, FLORIDA

By: [Signature]
Title: Chairman

STATE OF: Florida
COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, on January 17, 2021 (date) by Frank Toppi (name of affiant). He/She is personally known to me or has produced [Signature] (type of identification) as identification.



Vanessa Sellers
NOTARY PUBLIC

RESOLUTION NO. 21-174

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "POINCIANA GARDENS FUNDING INTERLOCAL AGREEMENT" BETWEEN MONROE COUNTY (COUNTY), THE CITY OF KEY WEST (CITY) AND THE HOUSING AUTHORITY OF THE CITY OF KEY WEST (KWEHA) FOR FY 2022-2024; AUTHORIZING ANY NECESSARY BUDGET TRANSFERS OR ADJUSTMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 13-256, the City encouraged KWEHA to develop and construct an assisted living facility at Poinciana Plaza, and in Resolution 20-031 the City Commission acknowledged the significant management challenges faced by the Poinciana Gardens senior living facility, and found that the Poinciana Gardens facility provides safe and affordable housing for senior citizens in Key West, and in Resolution 21-008 the City approved an Interlocal Agreement the provided partial funding of the facility for FY 2021; and

WHEREAS, the CITY and the COUNTY have committed to providing certain funding to KWEHA for FY 2022 through 2024 for the continued operation of Poinciana Gardens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the City Commission hereby approves
the attached "Poinciana Gardens Funding Interlocal Agreement"
among the City, the COUNTY and KWA for funding for the KWA
continuing operation of the Senior living facility at
Poinciana Gardens for FY 2022-2024.

Section 2: That funds in an amount up to \$400,000.00
for this project shall be budgeted in General
Government/Grants & Aid Account #001-1900-519.81 for FY 2022.
Funding for FY 2023 (up to \$300,000) and FY 2024 (up to
\$200,000) is set forth in the agreement, and shall be budgeted
accordingly. Any necessary transfers or adjustments are
hereby approved.

Section 3: That this Resolution shall go into effect
immediately upon its passage and adoption and authentication
by the signature of the Presiding Officer and the Clerk of
the Commission.

When this resolution was prepared the plan was to use
001-1900-519.81. Subsequent to approval by the CC the
FY2022 Budget was adopted by the CC using 104-5401-55481
Per Legal the change is not considered substantive since the
CC adopted the FY22 Budget. Page 1 of 1

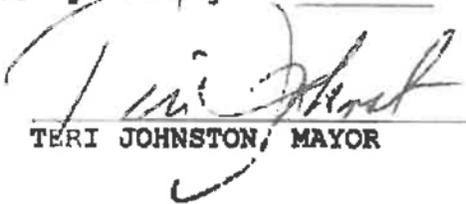
[Signature] 12/14/21

Passed and adopted by the City Commission at a meeting held this 17th day of August, 2021.

Authenticated by the Presiding Officer and Clerk of the Commission on 18th day of August, 2021.

Filed with the Clerk on August 18, 2021.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



TERI JOHNSTON, MAYOR

ATTEST:



KERI O'BRIEN, DEPUTY CITY CLERK

RESOLUTION NO. 24-255

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "POINCIANA GARDENS FUNDING INTERLOCAL AGREEMENT" BETWEEN MONROE COUNTY (COUNTY), THE CITY OF KEY WEST (CITY) AND THE HOUSING AUTHORITY OF THE CITY OF KEY WEST (KWA) FOR FY 2025; AUTHORIZING ANY NECESSARY BUDGET TRANSFERS OR ADJUSTMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 13-256, the City encouraged KWA to develop and construct an assisted living facility at Poinciana Plaza, in Resolution 20-031 the City Commission acknowledged the significant management challenges faced by the Poinciana Gardens senior living facility, in Resolution 21-008 the City entered into an Interlocal Agreement that provided partial funding of the facility for FY 2021 and in Resolution 21-174 the City Commission provided partial funding of the facility for FY 2022-24; and

WHEREAS, the CITY and the COUNTY have committed to providing certain funding to KWA for FY 2025 for the continued operation of Poinciana Gardens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the City Commission hereby approves the attached "Poinciana Gardens Funding Interlocal Agreement" between the City, the COUNTY and KWAH to provide funding support for the KWAH continuing operation of the Senior living facility at Poinciana Gardens for FY 2025.

Section 2: That funds in an amount up to \$300,000.00 for this project shall be budgeted in General Government/Grants & Aid Account #001-1900-519-8100 for FY 2025. Any necessary budget transfers or adjustments are hereby approved.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 10th day of October, 2024.

Authenticated by the Presiding Officer and Clerk of the Commission on 10th day of October, 2024.

Filed with the Clerk on October 10, 2024.

Mayor Danise Henriquez	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Monica Haskell	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Donald "Donie" Lee	<u>Yes</u>


DANISE HENRIQUEZ, MAYOR

ATTEST:


KER O'BRIEN, CITY CLERK



MEMORANDUM

Date: October 10, 2024

To: Honorable Mayor and Commissioners

Via: Todd Stoughton
Interim City Manager

From: Tina Burns
Housing & Community Development Director

Subject: **24-6495 Request approval of the Poinciana Gardens Funding Interlocal Agreement between Monroe County (County), The City of Key West (City) and the Housing Authority of the City of Key West (KWHHA)**

Background

In 2013 at the request of the City of Key West through Resolution 13-256, the Key West Housing Authority constructed an Assisted Living Facility on Key West Housing Authority property located at 1664 Dunlap Drive, Key West, Florida to provide a vital community housing need for the residents of Key West.

Although KWHHA developed the project, the intent was for KWHHA to contract out the day-to-day operations and administration of the facility to a management company that had the knowledge and expertise to run an Assisted Living Facility. In February 2020, after failed contracts with two separate management companies due to low occupancy resulting in large financial losses, KWHHA took over the administration and day to day operations of Poinciana Gardens.

In February of 2020 the City passed Resolution 20-031 requesting the Monroe County Board of Commissioners to work cooperatively with the KWHHA to ensure the continued operations of Poinciana Gardens Assisted Living Facility.

In August of 2021 the City passed Resolution 21-174 that created the original Poinciana Garden Funding Interlocal Agreement between the County, City and KWHS that provided funding to KWHHA for FY 2022 through 2024 for continued operations of the facility. The ILA committed financial support from the County and City up to \$400,000 for FY2022, \$300,000 for the FY 2023 and up to \$200,000 for FY2024.

In 2023 the KWHHA pursued funding from the State for FY24/25 budget for operation of the facility, but the item was eventually removed from the States' final budget when cuts were made. The Housing Authority continues to explore all possibilities for funding for the operations of the facility for the benefit

of the community but will require assistance from the County and City to keep services operational for FY25.

Procurement

The City of Key West and Monroe County Board of County Commission shall each pay to the Key West Housing Authority (KWA) an amount up to \$300,000 for operations during fiscal year 2024.

The City will allocate an amount up to \$300,000.00 budgeted in the FY25 budget from Account # 001-1900-519-8100- General Aids to Government Agencies.

Recommendation

Request the City Commission to approve the Poinciana Gardens Funding Interlocal Agreement between Monroe County, City of Key West and the Housing Authority of the City of Key West for continued financial operational support of the Poinciana Gardens Assisted Senior Living Facility; authorizing the City Manager to execute all necessary documents upon consent of the City Attorney; providing for an effective date.

RESOLUTION NO. 13-256

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, ENCOURAGING THE KEY WEST HOUSING AUTHORITY TO DEVELOP A REQUEST FOR PROPOSALS (RFP) FOR DEVELOPMENT OF AN ASSISTED AND INDEPENDENT LIVING FACILITY AT POINCIANA PLAZA OR ANOTHER SUITABLE SITE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, there is a vital community need for an assisted living facility for the residents of Key West; and

WHEREAS, the Key West Housing Authority owns and manages property at Poinciana Plaza. Housing Authority property, along with City-owned property at Poinciana, could be utilized for important new assisted and independent living facilities; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the Key West Housing Authority is hereby encouraged to develop an RFP and to issue it to the public to develop and construct an assisted and independent living facility at Poinciana Plaza, or another suitable site.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 2nd day of October, 2013.

Authenticated by the Presiding Officer and Clerk of the Commission on 3rd day of October, 2013.

Filed with the Clerk on October 3, 2013.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Absent</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

POINCIANA GARDENS FUNDING
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this 25th day of October, 2024 by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040, (hereinafter “COUNTY”), the CITY OF KEY WEST, a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, Florida 33040 (hereinafter “CITY”), and the HOUSING AUTHORITY OF THE CITY OF KEY WEST, a body politic created by the City of Key West through F.S. 421.05 under the laws of the State of Florida, whose address is 1400 Kennedy Drive, Key West, Florida 33040 (hereinafter “KWA”).

WHEREAS, at the CITY’s request, KWA constructed an Adult Assisted Living Facility (ALF) known as Poinciana Gardens; and

WHEREAS, Poinciana Gardens was constructed on property owned by the KWA known as Poinciana Plaza; and

WHEREAS, KWA owns the land and improvements and administers the operation of Poinciana Gardens; and

WHEREAS, the CITY, the KWA and the COUNTY have expressed a shared interest in providing an ALF facility for the residents of the CITY and COUNTY; and

WHEREAS, Poinciana Gardens provides the senior citizens of Monroe County with the ability to age in place, by assisting with elder care needs such as well-being checks, around the clock caregiver services and supervision of medications; and

WHEREAS, Monroe County finds that providing these elder care services serve an invaluable public purpose for the senior citizens of Monroe County; and

WHEREAS, on January 20, 2021 the COUNTY previously approved an initial interlocal agreement with the CITY and the KWA to provide funds for one (1) year (fiscal year 2021) for the operation of Poinciana Gardens; and

WHEREAS, the CITY, the KWA, and the COUNTY entered into a three (3) year funding agreement (the “Former ILA”) for the continued operation of Poinciana Gardens for fiscal years 2022, 2023, and 2024 on August 18, 2021. And in light of that, the COUNTY closed Bayshore Manor Assisted Living Facility in exchange for KWA accepting the residents of Bayshore Manor

Assisted Living Facility at below market rents with the understanding that the rent may be raised over time; and

WHEREAS, the Former ILA terminates on September 30, 2024, and the parties desire to continue their partnership in this project for one (1) more year; and

WHEREAS, the CITY, the KWHA, and the COUNTY possess the requisite powers and authorities to contract in this manner pursuant to Section 163.01, et seq. "Florida Interlocal Cooperation Act of 1969;" and

WHEREAS, upon execution by all parties, this ILA or Agreement (used interchangeably throughout) shall be filed with the Clerk of the Circuit Court of Monroe County, Florida, pursuant to Section 163.01(11), Fla. Stat., as may be amended from time to time; and

WHEREAS, the CITY, the KWHA, and the COUNTY find and determine the continuation of an assisted and independent living facility at Poinciana Gardens serves a vital community need and is in the best interest of public health, safety, and welfare.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. **TERM.** The term of this ILA shall be for a period of one (1) year, beginning October 1, 2024 and terminating on September 30, 2025. Notwithstanding the date(s) of execution, this ILA shall relate back to October 1, 2024.
2. **FUNDING AND PAYMENT.** Contributions by the parties shall be as further described herein. KWHA shall submit to COUNTY and CITY invoices with current financial statements acceptable to the County Clerk (for COUNTY) and the CITY on a MONTHLY schedule in arrears. Acceptability to the County Clerk and City is based on generally accepted accounting principles and such laws, rules and regulations as may govern the County Clerk's and City's disbursement of funds. To the extent required by law, each party's performance and obligation to pay under this ILA is contingent upon annual appropriations by that party's respective governing body.
 - a. The COUNTY shall provide \$600,000 payable to the KWHA for ALF operations during fiscal year 2025. Said payments shall be made in 1/12 increments not later than 30 days after presentation of the invoice by KWHA.
 - b. The CITY shall pay \$300,000 payable to the KWHA for ALF operations during fiscal year 2025. Said payments shall be made in 1/12 increments not later than 30 days after presentation of the invoice by KWHA.

- c. The KWHHA shall contribute a minimum of \$300,000 during fiscal year 2025 for ALF operations. To the extent additional funding is required, the KWHHA shall contribute additional funds towards ALF operations.
3. **MANAGEMENT.** The KWHHA shall be solely responsible for the operation, management and administration of the Poinciana Gardens ALF facility. The COUNTY's and CITY's sole obligation and duty pursuant to this agreement is to provide the funding as set forth in the terms of this agreement.

The management and use/employment of COUNTY employees by KWHHA shall require, and be governed by, a separate bi-lateral agreement between the COUNTY and the KWHHA. Such agreement shall not be subject to approval by the City.
4. **RECORDS ACCESS AND AUDITS.** All parties shall maintain adequate and complete records for a period of five (5) years after termination of this Agreement. Each party, its officers, employees, agents and auditors shall have access to the other parties' books, records, and documents, related to this Agreement upon request. The access to and inspection of such books, records, and documents by the parties shall occur during regular office hours or as agreed.
5. **RELATIONSHIP OF PARTIES.** The parties to this ILA are independent of each other and shall at no time be legally responsible for any negligence on the part of the other parties, their employees, agents, or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.
6. **TAXES.** The parties are not subject to taxes and assessments.
7. **INSURANCE.** The parties to this agreement stipulate that each is a state or governmental entity as defined by the Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims under federal or state actions for civil rights violations, which are not limited by Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes Sections 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes arising out of the activities governed by this agreement.
8. **PUBLIC RECORDS.** The parties are public agencies subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent one of the parties is acting on behalf of another pursuant to Section 119.0701, Florida Statutes, as amended from time to time, that party must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, each party agrees to:
 - a. Keep and maintain all records that ordinarily and necessarily would be required by the public agency in order to perform the services.
 - b. Upon request from a party's custodian of public records, provide the requesting party with a copy of the requested records or allow the records to be inspected or

copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- c. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the record-possessing party does not transfer the records to the other parties.
- d. Upon termination of this ILA, at no cost, either transfer to the other parties all public records or keep and maintain public records required by law to carry out the purposes of this ILA.

IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FOR COUNTY -- BRIAN BRADLEY AT PHONE NO. 305-292-3470, BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH STREET, SUITE 408, KEY WEST, FL 33040; FOR KEY WEST -- KERI O'BRIEN AT 305-809-3832, CLERK@CITYOFKEYWEST-FL.GOV, 1300 WHITE STREET, KEY WEST, FL 33040; FOR KEY WEST HOUSING AUTHORITY -- LISSETTE CAREY AT 305-296-5621, CAREYL@KWAH.ORG, 1400 KENNEDY DRIVE, KEY WEST, FL 33040.

If a party does not comply with this section, the non-breaching parties will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

9. **E-VERIFY REQUIREMENTS.** All parties acknowledge and confirm compliance with the requirements of Section 448.095, Florida Statutes, as amended, in relation to utilizing the E-verify system.
10. **HOLD HARMLESS.** COUNTY, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, which result in claims or suits against either COUNTY, KWAH or CITY, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions.

KWAH, as a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions which result in claims or suits against either the KWAH, CITY or COUNTY and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions.

CITY, as a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions which result in claims or suits against either the CITY, COUNTY or KWA, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions.

Nothing contained in this Section shall be construed to be a waiver by any party hereto of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law or common law. Nothing contained herein shall be construed to be a consent by any party hereof to be sued by third parties in any matter arising out of this or any other Agreement.

11. **NON-DISCRIMINATION.** The parties, each for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person shall be discriminated against in the provision of services or award of contracts under this Agreement as provided under Federal and State law, and applicable local ordinance on the grounds of race, color, or national origin.

The Parties agree that there will be no discrimination against any person, and it is expressly understood that upon determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) The 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 basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss, 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to the nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) The Pregnant Workers Fairness Act (PWFA) pursuant to 42 U.S.C. 2000gg et seq., relating to protections surrounding pregnancy; 11) Monroe County Code Chapter 14, Article II, which prohibits

discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 12) Code of Ordinance of the City of Key West Section 38 Article III and Section 38-260; and 13) any other nondiscrimination provision in any Federal or state statutes which may apply to the parties to, or the subject matter of the Agreement.

12. **ASSIGNMENT.** No Party may assign this Agreement or assign or subcontract any of its obligations under this Agreement other than as specified without the approval of the governing boards of the other Parties. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of the Parties.
13. **GOVERNING LAWS / VENUE / ATTORNEYS FEES.** This Agreement is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Agreement shall be exclusively in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs subject to the limitations of Section 768.28, Florida Statutes.
14. **ETHICS CLAUSE.** KWHA and the CITY each warrant that it has not employed, retained or otherwise had act on its behalf any former COUNTY officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the COUNTY may, in its discretion, from the agreed payments or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former COUNTY officer or employee.
15. **CONSTRUCTION.** This Agreement has been carefully reviewed by each of the parties. Therefore, this Agreement is not to be construed against any party on the basis of authorship.
16. **NOTICES.** Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

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

CITY OF KEY WEST:
City Manager
1300 White Street
Key West, Florida 33040

KWHA:
Executive Director
1400 Kennedy Drive
Key West, Florida 33040

17. **FULL UNDERSTANDING.** This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understanding, whether written or oral. This Agreement cannot be modified or replaced except by another written or signed agreement.

18. **FILING.** Upon execution by all parties, this ILA must be filed with the Clerk of the Circuit Court of Monroe County, pursuant to Section 163.01(11), Fla. Stat., as may be amended from time to time.

IN WITNESS WHEREOF, each party has caused this Interlocal Agreement to be executed by its duly authorized representative.



ATTEST: KEVIN MADOK, CLERK
By: *[Signature]*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *[Signature]*
Mayor

Approved as to legal form & sufficiency:

Eve M. Lewis Digitally signed by Eve M. Lewis
Date: 2024.10.29 13:34:1 -0400

Assistant County Attorney



By: *[Signature]*
Clerk

CITY OF KEY WEST

By: *[Signature]*
Mayor



HOUSING AUTHORITY OF THE CITY
OF KEY WEST, FLORIDA

By: *[Signature]*
Title: Executive Director

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of October, 2024, by Randy Sterling, Executive Director of the Key West Housing Authority. He is personally known to me/or has produced (type of identification) as identification.

FILED FOR RECORD
2024 NOV -5 AM 10:14

CLK. CIR. CL.
MONROE COUNTY, FLA



Signature of Notary Public

(Print/Stamp Name of Notary Public)

18. **FILING.** Upon execution by all parties, this ILA must be filed with the Clerk of the Circuit Court of Monroe County, pursuant to Section 163.01(11), Fla. Stat., as may be amended from time to time.

IN WITNESS WHEREOF, each party has caused this Interlocal Agreement to be executed by its duly authorized representative.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor

Approved as to legal form & sufficiency:

County Attorney



CITY OF KEY WEST

By: _____
Mayor



HOUSING AUTHORITY OF THE CITY
OF KEY WEST, FLORIDA

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by Randy Sterling, Executive Director of the Key West Housing Authority. He is personally known to me/or has produced _____ (type of identification) as identification.

Signature of Notary Public

(Print/Stamp Name of Notary Public)