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

AGENDA

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

DISTRICT II ADVISORY COMMTTEE

REGULAR SESSION, **TUESDAY, JANUARY 7, 2020**

TENNESSEE WILLIAMS THEATRE (5901 College Road) – 6:00 p.m.

*Any person that wishes to be heard on any agenda item shall notify administrative staff prior to the start of the meeting.

A. CALL TO ORDER

B. ROLL CALL

C. AGENDA:

1. Additions To and Approval of the Agenda/Bulk Items

D. APPROVAL OF THE MINUTES:

1. December 3, 2019 Regular Meeting Minutes
2. October 29, 2019 TDC Meeting Minutes – FYI

E. Budget:

1. FY 2020 Budget
2. Four Penny Revenue Report

F. District II Public Relations

1. Monthly Report from NewmanPR – FYI

G. ADVERTISING:

1. Advertising Recap – FYI

H. MARKET RESEARCH:

1. Smith Travel Research Report – FYI
2. Vacation Rental Occupancy & Rate Report – FYI

I. VIS REPORTS:

1. Visitor Information Services Report – FYI

J. WEBSITE:

1. Two Oceans Digital Report – FYI
2. District Google Analytics

K. OLD BUSINESS:

1. Update re: U.S. Fish and Wildlife – Florida Keys Wildlife Refugee Nature Center Restrooms Project

L. NEW BUSINESS:

1. Consideration and Action re: Appeal of DAC II Decision to Deny Funding of the Monroe County BOCC Application for the Lower Keys Scenic Hwy Viewing Area Nature Center
2. Update Re: December 18, 2019 TDC Meeting

M. GENERAL DISCUSSION

- DAC II Logo

N. PUBLIC/INDUSTRY INPUT

O. ADJOURNMENT

PLEASE ADVISE THE ADMINISTRATIVE OFFICE IF YOU ARE UNABLE TO ATTEND THE MEETING AT 305-296-1552 OR 1-800-648-5510

District II Advisory Committee Meeting

The December 3, 2019 District II Advisory Committee of the Monroe County Tourist Development Council was called to order by Chairperson Henry Hamilton at 6:00 p.m. at the Lower Keys Chamber of Commerce, Big Pine Key.

DAC Members Present Were: Mr. Stephen Estes, Mr. Bobby Mongelli, Ms. Charlotte Palmer, Mr. John Pozzi, Ms. Colleen Quirk, Mr. Troy Talpas, and one vacant tourist related representative

DAC Members Absent Were: Ms. Penny Underwood (1st absence in Fiscal Year)

TDC Representative Present: Ms. Gayle Tippett

Agencies Present Were: Mr. John Underwood – Tinsley Advertising, Ms. Carol Shaughnessy - Newman PR, Mr. Clinton Barras – Two Oceans Digital

Administrative Staff Present Were: Ms. Stacey Mitchell, Ms. Maxine Pacini and Ms. Ammie Machan

Additions to and Approval of the Agenda: Mr. Estes moved approval of the agenda with the following bulk agenda items:

D.1. October 1, 2019 Regular Meeting Minutes
D.2. September 17, 2019 TDC Meeting Minutes – FYI
E.1. FY 2020 Budget
E.2. Four Penny Revenue Report
F.1. Monthly Report from NewmanPR – FYI
G.1. Advertising Recap – FYI
H.1. Smith Travel Research Report – FYI
H.2. Vacation Rental Occupancy & Rate Report – FYI
I.1. Visitor Information Services Report – FYI
J.1. Two Oceans Digital – FYI
J.2. District Google Analytics
L.1. Operations Manual Update – FYI

Mr. Talpas seconded. Motion passed unanimously.

Consideration and Action re: FY 2020 2nd Round Capital Funding Applications: Ms. Pacini instructed the Committee on the procedure for scoring the applications using the Capital Worksheet. The applications were reviewed and scored using the Capital Worksheet, with an opportunity for project managers to answer questions from the DAC Members. Applications were required to score an average of 18 points or above by the majority of the sitting DAC members to be considered for funding.

MCBOCC – Lower Keys Scenic Highway Viewing Area Nature Center Phase II: Mr. Kevin Wilson, Mr. Cary Knight and Mr. Cary Vick were in attendance to provide an overview of this project. Ms. Quirk asked for an update on the Phase I of this project (Restrooms). Mr. Wilson responded that the project was waiting on the final County permit and was set to begin once the permit was issued. Ms. Quirk expressed concern that funds had been allocated to the project, but construction had not yet started. Ms. Pacini stated that this had been expected as the completion date within the application submitted was September 2020. Mr. Cary Knight stated that the construction contracts had been approved by the BOCC and that the project was also receiving a FDOT LAP grant of $1 million. Mr. Hamilton asked for the total cost of the project. Mr. Knight replied that the total cost was $1.9 million. Mr.

Hamilton asked if the project would move forward if the DAC did not grant funding for the project. Mr. Wilson replied that the funding for this project was in the BOCC's budget and if TDC funding for this project was granted, those funds in the BOCC budget would be reallocated to other projects. Mr. Hamilton reviewed the amount that was previously granted to the project. Mr. Wilson stated that TDC funds for the entire project would be approximately 25% of the total project cost. Mr. Knight stated that the LAP grant process is typically a 5-6-year process before you can begin construction. Mr. Hamilton asked for the estimated start date. Mr. Wilson indicated that the project would begin in the spring time. Mr. Talpas asked what projects the funds within the BOCC budget would be reallocated to if the TDC funded this project, and if those projects would benefit tourism. Mr. Wilson answered that the funds could be used for a wide range of projects. He also stated that it is hard to quantify the number of overnight visitors that a park or nature center draws specifically, but these projects do provide things for visitors to do and entices them to stay an additional night. Mr. Hamilton asked if the worksheets should be completed prior to the presentation, if the worksheets didn't show enough points for the project to be voted on, was a presentation needed if the project didn't score high enough. Ms. Pacini and Ms. Mitchell both stated that the worksheets should be completed after the presentations and after DAC Members questions have been answered.

Coral Restoration Foundation – Coral Restoration – Lower Keys – 2020 2nd Round: Ms. Martha Roesler was in attendance and provided a brief overview of the project.

Update re: October 29, 2019 TDC Meeting: Ms. Mitchell provided an update on the business that took place at the October 29, 2019 TDC Meeting.

Consideration and Action re: FY 2020 2nd Round Capital Funding Applications:

The following projects scored 18 points or above by the majority of the sitting DAC members and were eligible to be considered for funding:

Coral Restoration Foundation – Coral Restoration 22.29

Mr. Pozzi moved approval to fund the Coral Restoration Foundation, Inc. in an amount not to exceed $22,425 DAC II FY 2020 Capital Resources for the CRF – Coral Restoration – Lower Keys – 2020 2nd Round project, Mr. Talpas seconded.

During discussion Mr. Pozzi withdrew his motion in order to discuss the Lower Keys Scenic Highway Viewing Area Nature Center project.

Ms. Pacini expressed concern over the scoring of the project and stated that she was bringing the item back for discussion. Mr. Talpas stated that he did not believe that the project would bring tourists to the destination. Ms. Quirk stated that she felt as if the DAC makes decisions and then "you guys" change it. Ms. Mitchell explained that the DAC serves as an advisory committee to the TDC, and that the TDC serves as an advisory board to the County Commission. Mr. Hamilton communicated that certain committee members feel that if TDC staff has an opinion on agenda items, those opinions should be presented to the TDC as well. Ms. Mitchell continued her explanation and stated that the County Commission makes the final decision on the recommendations that are brought forward. Ms. Quirk stated that "you guys" change the process when it doesn't fit with what "you guys" think it should be. Ms. Pacini responded by asking the DAC for input as to why they rated the project with such low scores so that staff can assist future project applicants. Ms. Pacini explained to the DAC that project managers appeal the DAC's decision to the TDC Board and not the administrative staff. Ms. Pacini stated that she was asking for feedback on the decision made on this project to assist with

any questions going forward. Ms. Mitchell cautioned that the DAC would not want the Commission to step in and make decisions for them. She reminded the DAC that their score sheets were public record and are viewed by members of the public and if there is a pattern of how applications are scored, that the DAC could lose their voice in how their funds are spent. Ms. Mitchell reminded the Committee that TDC staff does not benefit from any decisions the DAC may make. Ms. Tippett stated that in the past the DAC had saved up their capital funds for larger projects, such as the sinking of the Adolphus Bush, and that recently there have not been very many projects brought forward especially in the Lower Keys and Stock Island areas. She commented that DAC II is unique in that it covers a long distance. Mr. Talpas asked if there was any harm in not spending the funds and letting them remain in Capital Resources. Ms. Pacini stated that she was looking for input as to why the DAC did not want to allocate all their Capital Resources. Mr. Talpas stated that he would like to keep resources in case of an emergency. Ms. Pacini stated that the DAC does have a Capital Emergency Fund. Mr. Hamilton stated that it was possible that the project had scored low because the first phase of the project had been granted funding but had not yet been completed. Mr. Mongelli stated that he felt as if the scoring should be a yes or a no. Ms. Mitchell stated that even if a member did not feel as if a project should be funded, that it was helpful to the applicant if each section of the worksheet was evaluated and scored accordingly so that they knew what sections needed improvements. Mr. Estes stated that he felt that while this is a good project, that the DAC would not see a return on investment for the additional funds requested to this project.

Mr. Pozzi moved approval to fund the Coral Restoration Foundation, Inc. in an amount not to exceed $22,425 DAC II FY 2020 Capital Resources for the CRF – Coral Restoration – Lower Keys – 2020 2nd Round project, Mr. Talpas seconded. Motion passed unanimously.

Consideration and Action re: FY 2021 Event Funding Levels: Ms. Pacini informed the Committee that the Administrative office was currently working on the FY 2021 Destination and Turnkey Event Funding Application. She reviewed the current funding levels and provided an opportunity for the Committee to revise the funding levels.

Mr. Estes asked if there was an estimate on how much DAC II's budget would be for FY 2021. Ms. Mitchell responded that it was too early to estimate the budget. Ms. Pacini reminded the Committee that when the budget is brought forward that the DAC can decide how much to leave in Event Resources. She stated that traditionally the DAC has moved a portion of funds from Event Resources to Advertising Resources and that the DAC may choose to leave more funds in Event Resources when the budget is discussed if they wished to. Mr. Estes stated that the DAC has several new events that are growing, and they might want to consider adding a higher funding level.

Mr. Pozzi moved approval to add a funding level of $20,000, Ms. Palmer seconded. Motion passed unanimously.

General Discussion: Mr. Mongelli continued the District II logo discussion of adding Stock Island to the Districts logo. He stated that when the logo was originally developed that Stock Island wasn't a destination in the District as it is now. Mr. Pozzi stated that he agreed that adding Stock Island should be considered. Mr. Talpas stated that because DAC II covered such a large geographic area the experiences thoughout the District are very different, and that Big Pine is a different experience than Stock Island.

Mr. Underwood reviewed questions that are asked when an organization is considering a logo or branding change. Those questions were: will the change give the destination a fresh image; will it

seek a new audience; will it enable you to stand out among competition and will it boost enthusiasm about your brand. Mr. Underwood stated that he was concerned because this would be a huge investment. He stated that all the generic and each individual district ads have a map which shows the names of each of the districts. Samples of the ads were shown. He estimated the cost to be between $175,000 and $200,000 to revise all advertisements including commercials and print ads. Mr. Mongelli asked if the change could be slowly introduced. Mr. Estes stated that rebranding through attrition doesn't work. Mr. Hamilton asked Mr. Underwood if that was true. Mr. Underwood stated that rebranding should be done all at once. Mr. Underwood stated that his cost estimate did not include reprinting collateral materials. Mr. Hamilton asked where the funding would come from. Ms. Mitchell stated that there would need to be a total cost estimate and that the cost would come out of Generic Advertising Resources if approved by the TDC. Mr. Underwood stated that he was concerned that adding Stock Island to the current logo of Big Pine and the Lower Keys was too much information and too cumbersome. He also stated that this might open Pandoras Box for other Districts to add destinations to their logos. Ms. Tippett stated that Stock Island receives overflow visitors from Key West and that the consumer may not be aware that the two destinations (Key West and Stock Island) are different. She asked if a logo change would be a benefit to Stock Island. Mr. Pozzi stated that many visitors to his lodging facility on Stock Island expect to see Key Deer at his facility. Mr. Talpas stated that visitors are seeking his lodging facility on Stock Island out because they are not in Key West. Mr. Talpas commented that maybe this is a content effort rather than a branding effort. Mr. Underwood stated that the recent photo shoot includes elements of Stock Island. Ms. Shaughnessy stated that from a PR and media aspect, Stock Island benefits from being a part of the Lower Keys and an unspoken benefit of being a part of Key West. She cautioned against losing that unspoken benefit. Mr. Mongelli asked how that would happen. Ms. Shaughnessy replied that many visitors and journalists think that Stock Island is part of Key West. Mr. Hamilton commented that he felt that there would be better return on investment to advertise where the money is coming from. Ms. Palmer stated that she thought half of Stock Island was in Key West. Ms. Mitchell responded that part of Stock Island is in DAC I. Mr. Pozzi stated that he felt as if the television commercials featured more of Big Pine and didn't represent Stock Island. Mr. Estes stated that it was very important to have an accurate cost estimate and data before asking the TDC to consider this change. Ms. Mitchell stated that focus groups would also need to be conducted. Ms. Tippett asked if it would be possible to include Stock Island in the voice overs for commercials. Ms. Quirk stated that Stock Island has changed so much that it would not be negative to have the name out there. Mr. Underwood stated that Stock Island has been included more in the content for the Districts advertisements.

Mr. Estes requested Staff and Tinsley Advertising to provide a cost and time estimate to revise the DAC II logo including all collateral and advertisements, Ms. Quirk seconded.

A roll call was taken with the flowing results:

Mr. Steve Estes	Yes
Mr. Bobby Mongelli	Yes
Ms. Charlotte Palmer	Yes
Mr. John Pozzi	Yes
Ms. Colleen Quirk	Yes
Mr. Troy Talpas	Yes
Mr. Henry Hamilton	Yes

There being no further business the meeting was adjourned at 7:40 p.m.

Monroe County Tourist Development Council Meeting

The October 29, 2019 meeting of the Monroe County Tourist Development Council was called to order by Ms. Rita Irwin at 10:00 a.m., at the Murray Nelson Government Center, Key Largo.

TDC Members Present Were: Mr. James Bernardin, Mr. George Fernandez, Mayor Teri Johnston, Mayor Sylvia Murphy, Mr. Timothy Root, Ms. Diane Schmidt, Mr. Michael Shipley, Ms. Gayle Tippett

District Advisory Committee Chairpersons/Representatives Present Were: Ms. Patti Stanley (DAC IV) and Ms. Joy Boyd (DAC V)

District Advisory Committee Chairpersons Absent Were: Mr. George Galvan (DAC I), Mr. Henry Hamilton (DAC II), and Ms. Vicki Tashjian (DAC III)

Agencies Present Were: Mr. John Underwood and Mr. Eric Gitlin - Tinsley Advertising, Mr. Clinton Barras and Ms. Lauren Oropeza- Two Oceans Digital.com, Mr. Andy Newman and Ms. Julie Botteri-NewmanPR

Staff Present Were: Ms. Christine Limbert-Barrows – Assistant County Attorney, Ms. Stacey Mitchell – TDC Marketing Director, Ms. Kelli Fountain – TDC Director of Market Research, Mr. Jim DeKeyrel – TDC Director of Sales, Ms. Maxine Pacini and Ms. Ammie Machan

Approval of the Agenda: Ms. Irwin deleted item N.2. Consideration and Action re: Excused Absence for Mr. James Bernardin from the agenda.

Mr. Fernandez moved approval of the agenda as amended, Mayor Johnston seconded. Motion passed unanimously.

Approval of the Minutes: **Mayor Murphy moved approval of the September 17, 2019 TDC meeting minutes as presented, Mr. Fernandez seconded. Motion passed unanimously.**

Approval of the Agenda Bulk Items: Item O.3.b Consideration and Action re: Extension to Agreement with Dolphin Research Center, Inc. for the DRC Welcome Center Generator was pulled from the bulk items due to a voting conflict.

Mr. Bernardin moved approval of the following bulk items:

F. **Budget**
   1. Four Penny Revenue Report
G. **Advertising**
   1. Review of monthly accounting breakdown & FY 2020 Generic Destination & Umbrella campaign recap
   2. Response Report – FYI
   3. Advertising Recap – FYI
   4. Search Engine Marking Report – FYI
I. **Public Relations**
   1. Status Report
   2. Ameurop Report
J. **Sales and Marketing**
   1. Status Report
K. **Research**
   1. Status Report
   2. Review of VIS Call Reports
   3. Monitoring Economic Status Update

L. **Administrative**
- **1.** Status Report
- **2.** Director's Report
- **3.** Operations Manual Update – FYI
- **4.** Consideration and Action re: Employee Compensation

M. **Website**
- **1.** Website Status Report

N. **TDC Items**
- **1.** Consideration and Action re: Amendment to Agreement with Tinsley Advertising to Change Key Personnel

O. **District Advisory Committee Items**
1. District I
   - **a).** DAC I August 7, 2019 Regular Meeting Minutes – FYI
   - **b).** Consideration and Action re: Extension to Agreement with Miami-Dade Historical Maritime Museum, Inc. for the USCGC Ingham Repair and Restoration of Hull Project
   - **c).** Consideration and Action re: Ms. Eugenia Dwyer/Lodging Representative
2. District II
   - **a).** DAC II August 6, 2019 Regular Meeting Minutes – FYI
3. District III
   - **a).** DAC III August 7, 2019 Regular Meeting Minutes – FYI
4. District IV
   - **a).** DAC IV August 6, 2019 Regular Meeting Minutes – FYI
5. District V
   - **a).** DAC V August 6, 2019 Regular Meeting Minutes – FYI

P. **Cultural Umbrella**
- **1.** Minutes of Cultural Umbrella Meeting – FYI

Q. **Fishing Umbrella**
- **1.** Minutes of Fishing Umbrella Meeting – FYI

R. **Dive Umbrella**
- **1.** Minutes of Dive Umbrella Meeting – FYI

Mayor Murphy seconded. Motion passed unanimously.

Election of FY 2020 Officers: Nominations for FY 2020 officers were brought forward with the following members being seated:

Chairperson:	**Ms. Rita Irwin**
Vice Chairperson:	**Mr. George Fernandez**
Treasurer:	**Mr. Tim Root**
Co-Treasurer:	**Ms. Diane Schmidt**

Presentation: Fall Media: Mr. Gitlin presented an overview of the Fall Media Campaign in an amount of $3,392,206 to run October – December 2019. Television accounted for 50% of the campaign with advertisements airing on major cable networks in markets such as New York, Chicago, Boston, DC, Philadelphia, Columbus, Dallas, and Charlotte. Mr. Gitlin stated that National Geographic and Nat. Geo. WILD networks were added to the fall campaign to reach visitors who are interested in sustainable travel. Ads also ran in local spot markets such as New York, Chicago, Minneapolis-St. Paul and Toronto during the early and late news. Addressable Television in the New York market was used to target only those households who fit the destinations demographic. The spot "A Little Color" was shown.

Digital advertisements for the campaign included pre-roll video, social media sponsored ads, native content stories, banner, e-newsletters and search engine marketing. Examples of mobile swipe ads were shown. Digital pre-roll :15 second spots, e-newsletters and companion banner ads for each

district were shown. Mr. Gitlin explained that the digital ads were geo targeted and also targeted to those who meet the destinations demographic. Native Content included content in Food and Wine Magazine, Travel and Leisure Magazine, Martha Stewart Weddings and the LBGTQ market. Mr. Gitlin stated that the social media campaign included both paid sponsored posts on media partners social media accounts such as Sport Diver Magazine and the Knot and sponsored posts on the destinations own social media accounts. Targeted ads to direct flight markets were also included in the social media campaign.

Mr. Gitlin stated that magazines are a great way to reach niche markets including travel enthusiasts, divers, fishermen, and the LGBTQ markets. Samples of print ads were shown. International markets include Canada, Germany, France, the U.K., Italy, and Scandinavia. Efforts to the International markets include television, digital, print and branded taxis in the U.K. Mr. Gitlin stated that added value for the fall campaign was estimated to be $310,000 and included negotiated rates on all media, sponsorship mentions, free e-newsletters and video/banner impressions and upgraded ads at no additional cost.

Mr. Bernardin complimented the agency on the campaign and commented that he liked the addition of a seaplane in the ads. Mayor Johnston stated that she did not see a lot of diversity in the ads. Mr. Underwood replied that the agency would be presenting the entire photoshoot at the December meeting which included more diversity. Ms. Mitchell stated that there has been a move to include more diversity within the advertisements.

Mr. Shipley asked if there would be any advertising done to promote pre and post-Super Bowl stays. Mr. Gitlin replied that there will be some advertisements done in January and then more targeted ads once the final two teams are known.

<u>Consideration and Action re: Coral Reef Economic Impact Study:</u> Ms. Kelli Fountain stated that this study was included as a goal in the FY 2020 Marketing Plan. She introduced Ms. Danielle Schwarzmann, Economist with NOAA/NOS/Office of National Marine Sanctuaries, who presented a brief overview of the study. Ms. Schwarzmann stated that the goal of this study is to estimate the benefits and economic contributions of scuba divers, and snorkelers who visit areas managed by Florida Keys National Marine Sanctuary. This study will measure the visitation of three reef restoration sites located in Key Largo. Data will be collected from passengers of dive and snorkel trips with the survey including questions such as the number of days spent snorkeling/diving, attitudes and perception of the reef, perception of the value of conservation of the reef and the role, if any, that an operators Blue Star designation has in a visitors selection of a dive/snorkel operator. The data will also be used to estimate the expenditures of those who engage in these activities and their economic contributions to Monroe County. Ms. Schwarzmann stated that the survey is currently being developed and the dive/snorkel operators are being selected. The surveys will be implemented in the winter and summer seasons with the study being completed by September 30, 2020.

Ms. Julie Botteri asked if only Blue Star operators will be used. Ms. Schwarzmann replied that it is hoped that both Blue Star and non-Blue Star operators will participate in the study so that the role that the Blue Star designation plays in visitors selecting their dive/snorkel operators can be examined.

Mr. Shipley moved approval of the Coral Reef Economic Impact Study in an amount not to exceed $49,500, Mr. Fernandez seconded.

A roll call vote was taken with the following results:

Mr. James Bernardin	Yes	
Mr. George Fernandez	Yes	
Mayor Teri Johnston	Yes	
Mayor Sylvia Murphy	Yes	
Mr. Timothy Root	Yes	
Ms. Diane Schmidt	Yes	
Mr. Michael Shipley	Yes	
Ms. Gayle Tippett	Yes	
Ms. Rita Irwin	Yes	Motion passed

Ms. Mitchell commented that the data collected from this study could be used for target marketing for those interested in diving and snorkeling. She stated the dive market is aging and this data can be used to attract a younger dive market to come the destination. She stated that the younger markets are more mindful and therefore stewards of our natural resources. Mayor Johnston expressed concern over bringing more visitors to the reefs. Ms. Mitchell responded that dive shop operators and dive masters are stewards of our natural resources and are the first to want to protect and preserve the reefs. Mayor Johnston commented that she has witnessed unqualified divers damage the reef on dive trips. Ms. Tippett responded that she felt as if this happened much more in the past and that dive operators are now doing a better job at educating divers on how to protect the reefs.

Presentation: Florida Keys and Key West Updated App: Ms. Lauren Oropeza presented the recently updated Florida Keys and Key West App, including the recently launched in app driving tours. She stated that the benefits of an app for the destination included the speed at which visitors can access information, no need for Wifi, and the experience is able to be personalized. She stated that mobile users spend more time on apps than on mobile websites. The app is designed to be used by both people planning their vacation to the Keys and while visitors are in the destination and she briefly reviewed aspects of the app.

Ms. Oropeza stated that the development of the driving tours was a goal of the FY 2019 Marketing Plan to promote scenic, iconic and historical places of interest on the Overseas Highway. The points of interest were selected after consultation with TDC, Chambers of Commerce and Sheriff Rick Ramsey. The tours are organized in a north bound and south bound tour for ease and safe exit/entry on the highway and to ease congestion. Ms. Oropeza stated that once users open the app and select the tour they wish to take, a notification is sent to the app approximately 2 miles before the point of interest so that the user can decide if they wish to stop. The app encourages the passenger and not the driver to handle the mobile device. Ms. Oropeza played an overview of the north and south bound tours.

Ms. Irwin passed the gavel to Mr. Fernandez

Consideration and Action re: Extension to Agreement with Dolphin Research Center, Inc. for the DRC Welcome Center Generator Project: **Mr. Root moved approval to extend the Agreement with the Dolphin Research Center, Inc. for the DRC Welcome Center Generator Project to September 30, 2020, Ms. Tippett seconded.**

A roll call vote was taken with the following results:

Mr. James Bernardin	Yes	
Mr. George Fernandez	Yes	
Mayor Teri Johnston	Yes	
Mayor Sylvia Murphy	Yes	
Mr. Timothy Root	Yes	
Ms. Diane Schmidt	Yes	
Mr. Michael Shipley	Yes	
Ms. Gayle Tippett	Yes	
Ms. Rita Irwin	Abstain*	Motion passed

*Ms. Irwin abstained due to being an officer for Dolphin Research Center, Inc.

Mr. Fernandez returned the gavel to Ms. Irwin

General Discussion: Mayor Murphy stated that this would be her last meeting as a member of the TDC and stated that she would not be seeking another term on the County Commission. Ms. Irwin thanked the Mayor for her service and stated that she would be missed.

There being no further business, the meeting was adjourned at 11:25 a.m.

Visit Florida Keys Meeting

The October 29, 2019, meeting of the Visit Florida Keys was called to order by President Rita Irwin at 11:25 a.m. at the Murray Nelson Government Center, Key Largo.

TDC Members Present Were: Mr. James Bernardin, Mr. George Fernandez, Mayor Teri Johnston, Mayor Sylvia Murphy, Mr. Timothy Root, Ms. Diane Schmidt Mr. Michael Shipley, Ms. Gayle Tippett

Consideration and Action re: Visit Florida Keys Portion of the September 17, 2019 meeting minutes: Ms. Tippett moved approval of the Visit Florida Keys Portion of the September 17, 2019 meeting minutes as presented, Mr. Fernandez seconded. Motion passed unanimously.

Consideration and Action re: Approval of Board Members as Appointed by TDC: Mr. Shipley moved approval of the Officers and Board of Directors for the 3406 North Roosevelt Boulevard Corp. d.b.a Visit Florida Keys as follows:

President:	Ms. Rita Irwin
Vice President:	Mr. George Fernandez
Secretary/Treasurer:	Mr. Tim Root
Co-Treasurer:	Ms. Diane Schmidt
Board of Directors:	Mr. James Bernardin
	Mayor Teri Johnston
	Mayor Sylvia Murphy
	Mr. Michael Shipley
	Ms. Gayle Tippett

Ms. Tippett seconded, motion passed unanimously.

There being no further business of the corporation, the meeting was adjourned at 11:27 a.m.

DAC II

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL
FISCAL YEAR 2020
December 11, 2019

E.1

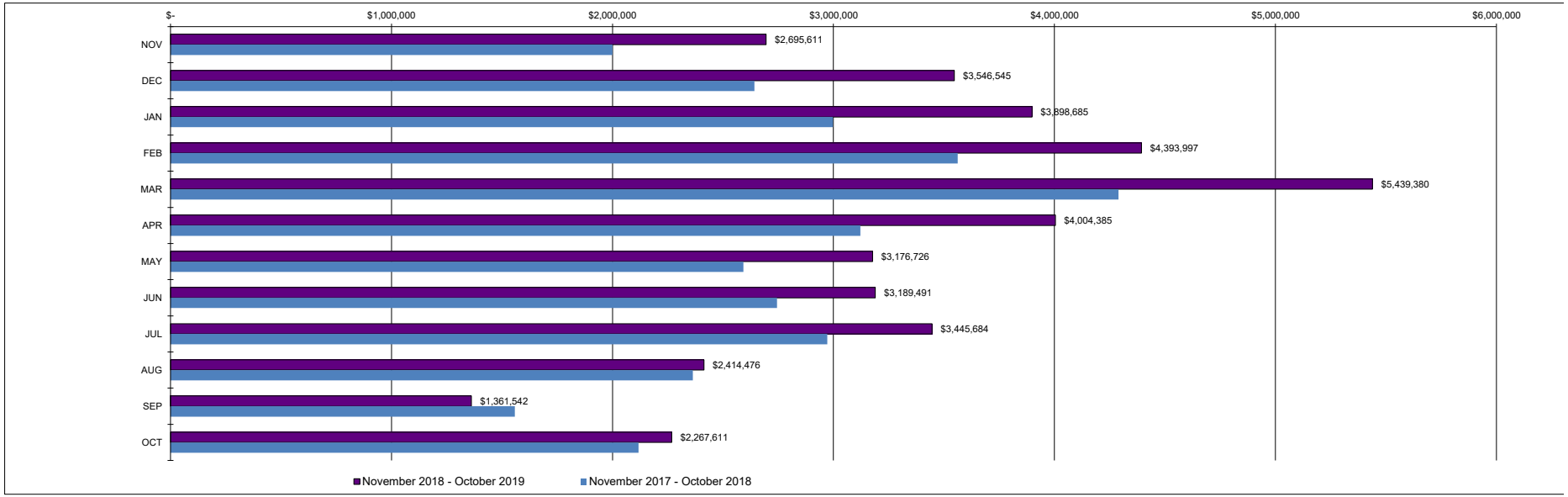
Revenue	1,205,399
5% Reserve State Statute 129.01	(60,270)
	1,145,129
Fund Balance Forward Revenue Variance	41,338
Fund Balance Forward - Contracted Commitiments (Events/Capital)	416,954
Fund Balance Forward Expense Variance	227,767
Fund Balance Forward - Promotional Resources	21,905
Fund Balance Forward - Capital Economic Disaster	50,000
	1,903,093

		Appropriations	Expenses	Encumbrances	Balance
T208M34X	COMMISSIONS & FEES (FINANCE)	2,296	(539)	0	1,757
T208A73X	UTILITIES	3,000	(80)	0	2,920
T208A23X	ADMINISTRATION RESOURCES	1,652	0	0	1,652
T208A63X	ADMINISTRATIVE SERVICES	35,169	0	0	35,169
	(ADMIN) SUBTOTAL	42,117	(619)	0	41,498
T208V14X	DISTRICT TELEMARKETING (VIS)	100,548	(16,758)	0	83,790
	(VIS) SUBTOTAL	100,548	(16,758)	0	83,790
T208B04X	DAC II CAPITAL PROJECTS RESOURCES	252,456	0	0	252,456
T208M10X	SALARIES & WAGES - LITTLE DUCK KEY BCH (CARLTON HOWARD)	67,689	(5,155)	0	62,534
T208M10X	RESERVE	2,500	0	0	2,500
T208M10X	FICA	5,222	(392)	0	4,830
T208M10X	RETIREMENT	5,839	(437)	0	5,402
T208M10X	GROUP INSURANCE	13,228	0	0	13,228
T208M10X	WORKERS COMPENSATION	2,992	0	0	2,992
T208M04X	LITTLE DUCK KEY UTILITIES / REPAIRS AND MAINTENANCE	10,000	(2,043)	0	7,957
T208M14X	LITTLE DUCK BEACH	17,930	0	0	17,930
T208B97X	ECONOMIC NATURAL DISASTER RESOURCE	70,000	0	0	70,000
TM98367Y	COUNTY LOWER KEYS SCENIC HIGHWAY FY 19	326,954	0	0	326,954
TB98989Y	MOTE CORAL RESTORATION - LOWER KEYS	90,000	0	0	90,000
	(CAPITAL) SUBTOTAL	864,810	(8,027)	0	856,783
T208S23X	DAC II EVENTS RESOURCES	0	0	0	0
T208S03X	STOCK ISLAND SEAFOOD CELEBRATION 20	10,960	0	0	10,960
	(EVENTS) SUBTOTAL	10,960	0	0	10,960
T208P65X	DAC II WEBCAM	21,000	(3,467)	0	17,533
T208P93X	DISTRICT #2 AD CAMPAIGN	796,778	0	0	796,778
T208P26X	PROMOTIONAL/STORM ADVERTISING RESOURCES	51,905	0	0	51,905
	(PROMOTIONAL) SUBTOTAL	869,683	(3,467)	0	814,311
T208M01X	COUNTY ALLOCATION	14,975	0	0	14,975
	SUBTOTAL	14,975	0	0	14,975
	FUND TOTAL	1,903,093	(28,871)	0	1,822,317
TWO PENNY					
TM95711Y	FANTASY FEST FY19	15,000	0	0	15,000
T205M05X	FANTASY FEST FY20	10,000	0	0	10,000
T205S13X	KEY WEST HALF MARATHON FY20	7,500	0	0	7,500
T205M75X	NAUTICAL FLEA MARKET FY20	7,500	0	0	7,500
T205M25X	PHIL PETERSONS FY20	10,000	0	0	10,000
T205S03X	STOCK ISLAND SEAFOOD CELEBRATION FY20	4,040	0	0	4,040
T205M22X	UNDERWATER MUSIC FESTIVAL FY20	10,000	0	0	10,000

FOUR PENNY REVENUE REPORT

Fiscal Year 2019 - 2020

E.2



MARKET SHARE	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020 Year to Date
DISTRICT I	53.37%	53.68%	53.73%	53.96%	53.41%	52.19%	51.59%	54.78%	57.33%	57.93%	58.03%	58.31%	57.88%	56.67%	55.91%	55.94%	54.24%	59.22%	54.19%	62.63%
DISTRICT II	5.03%	5.53%	5.33%	5.67%	5.65%	5.94%	5.97%	5.65%	5.41%	5.28%	5.05%	4.85%	5.02%	5.91%	6.03%	5.44%	6.56%	6.13%	6.30%	5.78%
DISTRICT III	13.30%	13.58%	13.99%	13.59%	13.58%	14.69%	14.64%	12.76%	14.34%	14.05%	14.37%	14.16%	14.01%	14.35%	15.00%	15.83%	15.60%	13.00%	15.86%	11.31%
DISTRICT IV	12.74%	12.91%	12.86%	12.85%	13.15%	13.58%	13.59%	12.75%	9.51%	10.42%	10.81%	11.00%	11.29%	11.02%	10.71%	10.61%	10.49%	7.40%	9.83%	8.50%
DISTRICT V	15.56%	14.30%	14.08%	13.93%	14.20%	13.60%	14.22%	14.05%	13.40%	12.32%	11.75%	11.68%	11.81%	12.05%	12.36%	12.19%	13.11%	14.28%	13.83%	11.77%
TOTAL	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

This is a management report to reflect tourist tax revenues collected and remitted in Monroe County. Revenue is shown in the month collected in Monroe County. FY2018 is from October 1, 2017 to September 30, 2018.

DISCLAIMER: The figures are provided by DOR/Finance Department/Tax Collector's Office. Beginning October 1991, the figures are unaudited from the Finance Department.

NOTE: One Cent added to Bed Tax By Monroe County June 2009

NOTE: As the result of an audit, Dist II was credited $10,843.57 in tax revenues, interest and penalties in the 12/14 tax report for collection period 01/11-12/13. The amount was distributed over the 36 month period.

NOTE: As the result of an audit, Dist III was credited $20,533.78 in tax revenues, interest and penalties in the 12/14 tax report for collection period 07/10-06/13. The amount was distributed over the 36 month period.

NOTE: As the result of an audit, Dist II was credited $1,549.08 in tax revenues, interest and penalties in the 01/15 tax report for collection period 01/11-12/13. The amount was distributed over the 36 month period.

NOTE: As the result of an audit, Dist III was credited $2,843.14 in tax revenues, interest and penalties in the 01/15 tax report for collection period 07/10-06/13. The amount was distributed over 13 misc. months of the 36 month period.

NOTE: As the result of an audit, Dist II was credited $1,549.14 in tax revenues, interest and penalties in the 02/15 tax report for collection period 01/11-12/13. The amount was distributed over the 36 month period.

NOTE: As the result of an audit, Dist III was credited $2,843.14 in tax revenues, interest and penalties in the 02/15 tax report for collection period 06/10-12/13. The amount was distributed into misc. months over the 36 month period.

NOTE: As the result of an audit, Dist III was credited $2,843.14 in tax revenues, interest and penalties in the 03/15 tax report for collection period 07/10-6/13. The amount was distributed into misc. months over the 27 month period.

NOTE: As the result of an audit, Dist III was credited $5,686.24 in tax revenues, interest and penalties in the 05/15 tax report for collection period 07/10-6/13. The amount was distributed into misc. months over the 27 month period.

Priceline settlement revenues have been added to the January figures for years 2004 through 2010, with an additionnal amount added to July 2010 (to reflect the addition of 1 cent to bed tax collections.)

NOTE: As the result of a Priceline.Com settlement, Dist I was credited $581,701.00 in tax revenues in the 02/11 tax report for collection period 01/04-01/10. The amount was distributed over the 7 year period.

NOTE: As the result of a Priceline.Com settlement, Dist II was credited $61,377.50 in tax revenues in the 02/11 tax report for collection period 01/04-01/10. The amount was distributed over the 7 year period.

NOTE: As the result of a Priceline.Com settlement, Dist III was credited $149,734.93 in tax revenues in the 02/11 tax report for collection period 01/04-01/10. The amount was distributed over the 7 year period.

NOTE: As the result of a Priceline.Com settlement, Dist IV was credited $134,490.20 in tax revenues in the 02/11 tax report for collection period 01/04-01/10. The amount was distributed over the 7 year period.

NOTE: As the result of a Priceline.Com settlement, Dist V was credited $148,942.69 in tax revenues in the 02/11 tax report for collection period 01/04-01/10. The amount was distributed over the 7 year period.

Monroe County Tourist Development Council

Administrative Office

Bed Tax Revenue Through October 31, 2019

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FOUR PENNY REVENUE REPORT

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DISTRICT I

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020 VS FY 2019 $ INC/DEC	FY 2020 VS FY 2019 % INC/DEC
OCTOBER	$ 1,276,637.24	$ 1,395,162.32	$ 1,391,695.72	$ 1,109,774.39	$ 1,362,895.67	$ 1,420,203.15	$ 57,307.48	5.2%
NOVEMBER	$ 1,332,535.55	$ 1,540,238.53	$ 1,552,520.72	$ 1,320,155.25	$ 1,672,808.29			0.0%
DECEMBER	$ 1,648,530.05	$ 1,809,413.78	$ 1,852,943.28	$ 1,634,555.15	$ 2,000,736.24			0.0%
JANUARY	$ 1,934,556.17	$ 2,009,799.33	$ 2,030,157.36	$ 1,822,136.57	$ 2,194,778.04			0.0%
FEBRUARY	$ 2,132,824.42	$ 2,289,132.38	$ 2,207,078.75	$ 2,186,795.70	$ 2,426,004.41			0.0%
MARCH	$ 2,355,158.65	$ 2,568,973.42	$ 2,455,842.08	$ 2,446,930.76	$ 2,780,727.68			0.0%
APRIL	$ 1,838,222.78	$ 1,896,718.76	$ 2,033,684.14	$ 1,892,592.14	$ 2,132,180.22			0.0%
MAY	$ 1,571,948.28	$ 1,680,112.35	$ 1,663,926.89	$ 1,577,875.31	$ 1,775,235.74			0.0%
JUNE	$ 1,319,486.96	$ 1,388,079.98	$ 1,400,684.56	$ 1,484,561.30	$ 1,528,413.32			0.0%
JULY	$ 1,519,807.37	$ 1,634,608.58	$ 1,643,684.06	$ 1,576,916.96	$ 1,653,859.50			0.0%
AUGUST	$ 1,244,740.91	$ 1,251,135.82	$ 1,279,695.82	$ 1,301,594.78	$ 1,209,848.47			0.0%
SEPTEMBER	$ 998,879.46	$ 1,045,254.06	$ 386,596.83	$ 890,813.46	$ 766,982.67			0.0%
TOTAL	$ 19,173,327.84	$ 20,508,629.31	$ 19,898,510.21	$ 19,244,701.77	$ 21,504,470.25	$ 1,420,203.15	$ 57,307.48	4.2%
% INC/DEC PREVIOUS YEAR	10.4%	7.0%	-3.0%	-3.3%	11.7%			

Priceline settlement reflected

DISTRICT II

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020 VS FY 2019 $ INC/DEC	FY 2020 VS FY 2019 % INC/DEC
OCTOBER	$ 95,755.27	$ 87,324.74	$ 102,321.67	$ 82,828.66	$ 126,371.60	$ 131,010.73	$ 4,639.13	5.6%
NOVEMBER	$ 102,166.56	$ 121,094.67	$ 115,537.99	$ 112,892.67	$ 163,459.73			0.0%
DECEMBER	$ 187,880.96	$ 178,131.99	$ 180,907.64	$ 171,815.99	$ 232,855.01			0.0%
JANUARY	$ 258,954.74	$ 248,329.12	$ 256,871.89	$ 193,457.56	$ 288,066.42			0.0%
FEBRUARY	$ 239,333.58	$ 239,465.39	$ 284,710.94	$ 221,804.35	$ 275,968.92			0.0%
MARCH	$ 280,479.47	$ 274,301.10	$ 327,860.12	$ 262,964.96	$ 336,251.56			0.0%
APRIL	$ 180,265.69	$ 170,916.69	$ 240,291.22	$ 178,163.47	$ 227,885.97			0.0%
MAY	$ 150,476.01	$ 137,530.74	$ 217,350.13	$ 153,787.84	$ 187,623.72			0.0%
JUNE	$ 156,005.82	$ 144,930.35	$ 199,601.88	$ 158,177.00	$ 184,112.17			0.0%
JULY	$ 185,261.45	$ 174,332.56	$ 257,548.18	$ 195,632.26	$ 219,886.44			0.0%
AUGUST	$ 151,024.85	$ 126,451.47	$ 181,029.69	$ 153,312.70	$ 166,104.54			0.0%
SEPTEMBER	$ 80,250.79	$ 90,037.93	$ 41,855.10	$ 106,414.54	$ 89,930.73			0.0%
TOTAL	$ 2,067,855.19	$ 1,992,846.75	$ 2,405,886.45	$ 1,991,252.00	$ 2,498,516.81	$ 131,010.73	$ 4,639.13	3.7%
% INC/DEC PREVIOUS YEAR	14.1%	-3.6%	20.7%	-17.2%	25.5%			

Priceline settlement reflected

Monroe County Tourist Development Council
Administrative Office
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DISTRICT III

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020 VS FY 2019 $ INC/DEC	FY 2020 VS FY 2019 % INC/DEC
OCTOBER	$ 196,717.24	$ 234,800.48	$ 239,587.26	$ 195,830.27	$ 214,006.38	$ 256,570.59	$ 42,564.21	21.7%
NOVEMBER	$ 243,103.28	$ 293,276.57	$ 302,122.70	$ 210,106.83	$ 314,926.99			0.0%
DECEMBER	$ 437,829.39	$ 500,556.19	$ 491,045.96	$ 313,221.93	$ 519,448.83			0.0%
JANUARY	$ 514,898.57	$ 577,463.89	$ 536,441.18	$ 378,839.02	$ 570,971.24			0.0%
FEBRUARY	$ 552,209.37	$ 616,201.24	$ 612,164.74	$ 432,925.32	$ 649,455.20			0.0%
MARCH	$ 709,114.15	$ 821,986.57	$ 761,001.07	$ 573,780.43	$ 874,932.77			0.0%
APRIL	$ 490,810.39	$ 493,491.53	$ 616,867.76	$ 353,351.58	$ 645,979.95			0.0%
MAY	$ 379,017.06	$ 410,244.76	$ 411,552.00	$ 288,251.16	$ 460,851.44			0.0%
JUNE	$ 458,055.21	$ 521,540.61	$ 530,978.98	$ 429,338.01	$ 660,201.05			0.0%
JULY	$ 514,967.14	$ 655,572.62	$ 674,182.14	$ 475,126.76	$ 726,583.97			0.0%
AUGUST	$ 424,874.40	$ 431,148.60	$ 424,696.89	$ 353,780.22	$ 475,835.22			0.0%
SEPTEMBER	$ 223,120.29	$ 249,246.50	$ 121,117.70	$ 211,543.23	$ 181,118.44			0.0%
TOTAL	$ 5,144,716.49	$ 5,805,529.56	$ 5,721,758.38	$ 4,216,094.76	$ 6,294,311.48	$ 256,570.59	$ 42,564.21	19.9%
% INC/DEC PREVIOUS YEAR	17.0%	12.8%	-1.4%	-26.3%	49.3%			

Priceline settlement reflected

DISTRICT IV

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020 VS FY 2019 $ INC/DEC	FY 2020 VS FY 2019 % INC/DEC
OCTOBER	$ 189,322.64	$ 203,454.21	$ 187,483.79	$ 48,429.45	$ 177,136.72	$ 192,840.27	$ 15,703.55	32.4%
NOVEMBER	$ 215,240.80	$ 238,203.29	$ 255,420.09	$ 78,972.73	$ 219,856.52			0.0%
DECEMBER	$ 306,732.33	$ 332,254.49	$ 325,665.79	$ 129,291.76	$ 321,993.05			0.0%
JANUARY	$ 326,450.78	$ 342,320.70	$ 335,344.27	$ 167,829.51	$ 332,130.38			0.0%
FEBRUARY	$ 384,856.46	$ 411,236.34	$ 402,238.17	$ 214,323.08	$ 424,699.67			0.0%
MARCH	$ 491,475.35	$ 529,337.20	$ 513,626.62	$ 307,710.87	$ 568,789.24			0.0%
APRIL	$ 365,373.93	$ 360,061.46	$ 422,724.47	$ 257,728.38	$ 400,753.75			0.0%
MAY	$ 307,553.44	$ 312,691.40	$ 320,270.73	$ 239,012.54	$ 333,297.45			0.0%
JUNE	$ 297,069.21	$ 324,493.52	$ 343,415.53	$ 286,181.29	$ 342,548.08			0.0%
JULY	$ 335,017.87	$ 377,076.05	$ 388,791.70	$ 297,183.05	$ 374,180.69			0.0%
AUGUST	$ 266,759.20	$ 263,885.05	$ 287,262.51	$ 231,661.53	$ 259,864.20			0.0%
SEPTEMBER	$ 185,637.20	$ 193,535.62	$ 64,346.25	$ 146,791.86	$ 144,930.26			0.0%
TOTAL	$ 3,671,489.21	$ 3,888,549.33	$ 3,846,589.92	$ 2,405,116.05	$ 3,900,180.01	$ 192,840.27	$ 15,703.55	8.9%
% INC/DEC PREVIOUS YEAR	8.7%	5.9%	-1.1%	-37.5%	62.2%			

Priceline settlement reflected

Monroe County Tourist Development Council
Administrative Office
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Fiscal Year 2019 - 2020

DISTRICT V

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020 VS FY 2019 $ INC/DEC	FY 2020 VS FY 2019 % INC/DEC
OCTOBER	$ 206,240.82	$ 220,231.68	$ 236,351.08	$ 217,903.88	$ 237,098.92	$ 266,986.38	$ 29,887.46	13.7%
NOVEMBER	$ 254,739.61	$ 284,943.29	$ 312,870.70	$ 277,790.69	$ 324,559.69			0.0%
DECEMBER	$ 374,948.24	$ 399,406.63	$ 429,664.76	$ 393,479.85	$ 471,512.15			0.0%
JANUARY	$ 425,843.06	$ 435,889.92	$ 449,604.27	$ 434,867.14	$ 512,739.13			0.0%
FEBRUARY	$ 490,236.29	$ 511,069.03	$ 528,931.78	$ 506,644.49	$ 617,868.39			0.0%
MARCH	$ 618,001.92	$ 667,099.95	$ 709,726.21	$ 697,813.35	$ 878,678.85			0.0%
APRIL	$ 412,941.93	$ 398,717.47	$ 522,608.01	$ 439,282.16	$ 597,584.81			0.0%
MAY	$ 302,489.69	$ 335,201.76	$ 375,408.19	$ 333,209.78	$ 419,717.65			0.0%
JUNE	$ 327,971.43	$ 333,247.78	$ 377,452.68	$ 385,775.53	$ 474,216.63			0.0%
JULY	$ 369,655.29	$ 395,602.95	$ 426,068.01	$ 427,333.97	$ 471,173.59			0.0%
AUGUST	$ 257,126.92	$ 258,830.85	$ 294,737.05	$ 323,265.64	$ 302,823.48			0.0%
SEPTEMBER	$ 198,677.04	$ 228,618.13	$ 146,791.09	$ 202,317.32	$ 178,579.81			
TOTAL	$ 4,238,872.24	$ 4,468,859.44	$ 4,810,213.83	$ 4,639,683.80	$ 5,486,553.10	$ 266,986.38	$ 29,887.46	12.6%
% INC/DEC PREVIOUS YEAR	14.8%	5.4%	7.6%	-3.5%	18.3%			

Priceline settlement reflected

MONROE COUNTY

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020 VS FY 2019 $ INC/DEC	FY 2020 VS FY 2019 % INC/DEC
OCTOBER	$ 1,964,673.21	$ 2,140,973.43	$ 2,157,439.52	$ 1,654,766.65	$ 2,117,509.29	$ 2,267,611.12	$ 150,101.83	9.1%
NOVEMBER	$ 2,147,785.80	$ 2,477,756.35	$ 2,538,472.20	$ 1,999,918.17	$ 2,695,611.22			0.0%
DECEMBER	$ 2,955,920.97	$ 3,219,763.08	$ 3,280,227.43	$ 2,642,364.68	$ 3,546,545.28			0.0%
JANUARY	$ 3,460,703.32	$ 3,613,802.96	$ 3,608,418.97	$ 2,997,129.80	$ 3,898,685.21			0.0%
FEBRUARY	$ 3,799,460.12	$ 4,067,104.38	$ 4,035,124.38	$ 3,562,492.94	$ 4,393,996.59			0.0%
MARCH	$ 4,454,229.54	$ 4,861,698.24	$ 4,768,056.10	$ 4,289,200.37	$ 5,439,380.10			0.0%
APRIL	$ 3,287,614.72	$ 3,319,905.91	$ 3,836,175.60	$ 3,121,117.73	$ 4,004,384.70			0.0%
MAY	$ 2,711,484.48	$ 2,875,781.01	$ 2,988,507.94	$ 2,592,136.63	$ 3,176,726.00			0.0%
JUNE	$ 2,558,588.63	$ 2,712,292.24	$ 2,852,133.63	$ 2,744,033.13	$ 3,189,491.25			0.0%
JULY	$ 2,924,709.12	$ 3,237,192.76	$ 3,390,274.09	$ 2,972,193.00	$ 3,445,684.19			0.0%
AUGUST	$ 2,344,526.28	$ 2,331,451.79	$ 2,467,421.96	$ 2,363,614.87	$ 2,414,475.91			0.0%
SEPTEMBER	$ 1,686,564.78	$ 1,806,692.24	$ 760,706.97	$ 1,557,880.41	$ 1,361,541.91			0.0%
TOTAL	$ 34,296,260.97	$ 36,664,414.39	$ 36,682,958.79	$ 32,496,848.38	$ 39,684,031.65	$ 2,267,611.12	$ 150,101.83	7.1%
% INC/DEC PREVIOUS YEAR	11.9%	6.9%	0.1%	-11.4%	22.1%			

Total Priceline settlement reflected

Monroe County Tourist Development Council
Administrative Office
Bed Tax Revenue Through October 31, 2019

12/11/2019

2140 S. Dixie Hwy., Suite 203
Miami FL 33133
305-461-3300
305-857-9230 • Facsimile
FloridaKeys@newmanpr.com

Dec. 13, 2019

TO: District II Advisory Committee

FROM: NewmanPR

RE: Report of ongoing activities Nov. 17, 2019, through Dec. 13, 2019

The following report highlights ongoing public relations activities on behalf of District II from Nov. 17, 2019, through Dec. 13, 2019.

- Agency representatives attended the TDC meeting.
- Agency representative Carol Shaughnessy attended DAC II meeting.
- U.K. affiliate KBC held meetings with and pitched destination news and storytelling opportunities to media representatives from the Sunday Times Travel Magazine.
- KBC's French media representative Anne Zobenbuhler held meetings with and pitched the destination to La Bombe Magazine, Caleluna and the TV magazine program Télé 2 Semaines.
- German-speaking markets affiliate GIA held meetings with and pitched the destination to representatives of Austrian outlets including Kronen Zeitung, Kurier Freiheit, Reiselust, Madonna, Woman and World of Wellness magazine.
- KBC's David Ezra and Beth Higham participated in the U.K.'s annual trade show World Travel Market in November. Working with NewmanPR and the TDC's international sales team, KBC developed a story theme for a trade media photograph based on sustainability efforts in the Keys. The photograph was taken on the opening morning of the show and was featured in a TTG WTM Daily Edition. David Ezra based himself at the Florida Keys & Key West booth for two days, assisting with media inquiries and undertaking meetings to pitch destination stories to representatives of the Daily Telegraph, the Guardian, Rough Guides, SUITCASE magazine, Family Traveller, the Sunday Times, National Geographic Traveller, ABTA Magazine and others. David also attended the Visit Florida media reception on the Keys' behalf, meeting with representatives of the Daily Express, Reach newspapers and the Daily Mail among others.

- First airing of the dedicated Florida Keys episode of Tom Kerridge's America took place on the Food Network TV channel in the U.K. The show will repeat 24 times over a three-year period on the same channel, while additional transmission will take place on the U.K.'s Fine Living channel and is also very likely to be secured in other overseas markets as well. KBC and NewmanPR provided assistance to the production including B-roll footage, destination guidance, development of story segments, an itinerary and on-site support.
- KBC worked with NewmanPR to finalize all elements of the U.K. group press trip that took place Dec. 8-14. Six media were hosted by KBC's Beth Higham and the trip's theme was "Stewards of the Florida Keys." Media participants were Alexandra Holman of Viestra magazine, Josie Copson of OK! magazine, Rhonda Carrier for Travel Weekly and TakeTheFamily.com, Annie MacPherson for the Scottish Sun, John Still for Culture Trip and James Clark for the Resident and Sidetracked. DAC II itinerary elements included dinner at Matt's Stock Island Kitchen and a kayaking excursion of the Lower Keys backcountry with Big Pine Kayak Adventures.
- KBC and NewmanPR finalized all arrangements for a Keys visit by leading LGBTQ bloggers Megan and Whitney Bacon-Evans of What Wegan Did Next, which took place Nov. 17-22. The visit was part of a U.K. digital and social media campaign and the itinerary focused on eco-initiatives, pampering and romantic experiences in the island chain. KBC is reviewing and quantifying coverage resulting from the trip.
- KBC promoted the destination at the Visit USA Association U.K.'s annual Thanksgiving evening Nov. 26, networking with travel journalists and trade representatives.
- KBC's French associate Anne Zobenbuhler is making arrangements to represent the destination at TravMedia's International Media Marketplace in Paris in March 2020, with a program of up to 20 journalist appointments during the event.
- GIA's Markus Elter attended the annual German Travel Writers' Conference in Bonn, meeting with 60 travel editors and freelance writers and promoting the Florida Keys for potential future projects.
- GIA promoted the destination at the Visit Florida Germany Media Reception in Zurich Dec. 2, and at its own annual Thanksgiving Media Dinner in Berlin on Nov. 28.
- GIA undertook media calls in Vienna, Austria, on behalf of the destination as a supplement to a November Visit USA Austria event.
- The paid digital and social media campaign with Austria's travel and scuba diving blog, Chronic Wanderlust, was canceled following the blogger's late withdrawal and request for a change of travel dates. No airline tickets or other monetary travel investments were made. Efforts to reach the dive market in Germany will now focus on traditional media outlets instead.
- GIA and NewmanPR are continuing to make arrangements for a German group press trip scheduled May 25-30 prior to IPW 2020. Journalists already confirmed to participate include Helmut Widmann of Gute Reise, Ellen Gromann of PATOTRA, Friedrich Reip of Raufeld Media and Kriss Rudolph of Mannschaft Magazin.

Arrangements, including securing additional participants and itinerary development, are ongoing.

- GIA has registered the Florida Keys & Key West as an exhibiting partner for the LGBTQ brunch at ITB in Berlin in March of 2020. Arrangements for the event are ongoing.
- Agency finalized work with Crawford Productions on a one-hour show titled "Florida Keys: Protecting Paradise." The program explores the importance of respecting and preserving the island chain's environment and local lifestyle. Many segments feature local residents working to protect the Keys' environment, while highlighting the area's history of conservation, local sustainability efforts, eco-tourism offerings and ways visitors can become involved. Agency provided topic and script input, assisted with arrangements and logistics for the on-site shoot and provided significant input during the editing process. The show is scheduled to debut Dec. 29 on Discovery Channel, followed by airings on Destination America, WGNA and Fox Sun Sports.
- Canadian television affiliate LMA provided on-site coordination for a Live On Location Remote for CHCH-TV. A total of 11 segments aired over a week's period on the morning show Nov. 18-22. There were nine segments shot with two repeats. Daily audience viewing numbers, as supplied by Numeris, are 256,000. DAC II segments focused on kayaking through the mangroves with Bill Keogh and discussing the Keys environment.
- LMA secured bookings, sent invitations and coordinated two online travel agent webinars for the TDC sales team. The first webinar was held Nov. 12 with Travel Agents in Action and the second took place Nov. 21 with Canadian Travel Press. The first webinar drew 25 participants and the second attracted 33. Both webinars were saved on the Baxter Travel Network to provide agents the opportunity to download and view them at their own convenience.
- LMA worked with NewmanPR to finalize all details for a Nov. 11-15 influencer group press trip and LMA's Jerry Grymek led the Keyswide trip. Influencer outlets included ForTwoPlz (Instagram: 90,000, Twitter: 8,900, Facebook: 1,900, Blog: 33,600 UVs), Justin Plus Lauren (Instagram: 67,600, Twitter: 52,700, Facebook: 6,700, Blog: 65,000 UVs), The Planet D (Instagram: 215,000, Twitter: 133,200, Facebook: 199,000, Blog: 1,000,000 UVs), XOXOBella (Instagram: 212,000, Twitter: 3,400, Facebook: 6,400, Blog: 60,000 UVs), Outbound Media (Instagram: 6,000, YouTube: 28,500, Blog: 45,000 UVs), Mirae Campbell (Instagram: 53,000) and Ola Krol (Instagram: 14,900, Blog: 25,000 UVs).
- LMA organized a media mission for Calgary that took place Nov. 24-26, and Jerry Grymek promoted the Keys to 13 Calgary media representatives.
- LMA finalized all arrangements for a Toronto media mission set for Dec. 2-5 that included a Dec. 5 media breakfast. NewmanPR's Ashley Serrate and LMA's Jerry Grymek hosted the Toronto mission. In addition, they were guests at media events held by the Travel Media Association of Canada and the Toronto Bloggers Collective to engage with further members and outlets. Media meetings were held with representatives of outlets including Zoomer TV, Cynthia McLeod of the Toronto Sun

and National Post, FAZE Media, Mike Baginski of Travel Industry Today, Christine Hogg of PAX News, Ian Stalker of Canadian Travel Press, Karen Dahdah of OpenJaw, Jim Byers of Travel Pulse Canada and Ilona Kauremszky among others.

- LMA completed the Horizons integrated campaign, which included an editorial feature, social media posts and billboard placements. Campaign elements showcased the heritage, sustainability and people of the Florida Keys.
- LMA representatives promoted the Keys at monthly media events hosted by the Travel Media Association of Canada.
- LMA met and conferenced with representatives of various media outlets, social media influencers and freelancers about visit opportunities to the Florida Keys in the coming months. They included Carolyn Ray (JourneyWoman), Robin and Arlene Karpan (freelancers), Doug Wallace (CAA Magazine) and Randy Sharman (Informed Traveller Radio).
- Press releases distributed in the U.K. during the reporting period focused on topics including SNUBA as a multi-generational activity in the destination and five top dives in the Florida Keys National Marine Sanctuary. In France and the German-speaking markets, press releases were translated and distributed that focused on topics including SNUBA and five top dives in the Florida Keys National Marine Sanctuary. Release content was uploaded to the Keys website and Mediadress portal, and releases were shared with Visit Florida U.K. and Germany, Brand USA U.K. and the U.K. sales team to ensure synergy of messaging.

  LMA distributed media advisories and releases to targeted Canadian media focused on topics that included the I Love Stock Island Festival and holiday events throughout the Keys. In addition, LMA distributed monthly eBlasts highlighting a selection of events, festivals and hotel developments to a Canadian database of over 1,004 media contacts.
- KBC shared social media posts on Facebook and Twitter on topics and stories including the transmission of the Keys episode of Tom Kerridge's America and inclusion of the destination in themed roundups by LoveExploring and the Visit USA Association. GIA reported the Keys' German Facebook page now has nearly 16,000 fans, while the Florida Keys & Key West "group" sits at 2,102 members.
- NewmanPR and its international affiliate agencies are planning Keys visits for Matthew Jackson of National Geographic Traveller U.K., Ed Grenby of the Sunday Times Travel Magazine, Erik and Helle Valebrokk for Norwegian travel magazine Se og Hør, Marko Wramén and Anna Thorbjörnsson for Sweden's Dagens Nyheter and Sydsvenskan, blogger Julia Schäffner of the Des Belles Choses, Helmut Stapel and Nicole Schulze-Aissen for Munich's Bayerischer Rundfunk radio station and Nordsee Medienverbund's newspapers, freelancer Ted Flett, Swiss freelance writer Christa Arnet, Benoit Legault of Le Devoir and L'Express magazines, freelancer Natalie Sicard and Jacquie Durand of Inspired Magazine.
- NewmanPR continued to work with DragonTrail Interactive, the organization contracted by the agency to handle digital marketing and social media efforts in China. Agency's Laura Myers gathered images and edited stories for posts for the Keys'

ongoing WeChat social media initiative. Agency continued to quantify coverage produced as a result of the Sept. 16-20 visit of seven VIP Chinese KOLs coordinated with Visit Florida. Coverage produced thus far, according to Visit Florida, includes more than 6.5 million total impressions and 5,278 engagements by participant Pan Di for a media value of $48,000 on Weibo, a microblogging platform; more than 17.9 million total impressions and 6,806 engagements by participant Li Hao for a media value of $152,000 on Weibo; nearly 13.8 million total impressions and 22,182 engagements by participant Lu Na for a media value of $136,500 on Weibo; more than 9.3 million total impressions and more than 9,100 engagements by participant Marco Jiang for a total media value of $102,000 on Weibo; and a total exposure of 766,500 in Modern Magazine by journalist Yu Jia for a media value of more than $207,500 in a feature that included the Keys, Miami and Fort Myers. NewmanPR also monitors webinars produced by DragonTrail and is working with the agency on WeChat topics to promote for 2020.

- Agency completed production of the German edition of “Keys Traveler” magazine.
- Agency’s Laura Myers continued making all arrangements for a “Brand New Keys” press trip scheduled for Jan. 27-31. Four media were confirmed for the Keyswide trip as of this report date to follow an itinerary designed to showcase all-new and fully updated destination resorts and hotels, environmental activities, unusual event venues and one-of-a-kind cultural and eco-attractions. Selection of additional media participants and travel and itinerary arrangements for the trip is ongoing.
- Agency worked on elements of a Super Bowl promotion that is to include a contest to win a coral restoration dive trip and presence to spotlight Keys reefs and coral restoration efforts. Scenic underwater B-roll showcasing the Florida Reef Tract in the Keys is to be edited and run at a booth highlighting the reef’s significance during the Super Bowl Experience, scheduled Jan. 25-28 and Jan. 30-Feb. 1 as part of pre-Super Bowl VIP activities and events at Bayfront Park in downtown Miami.
- In accordance with its contract with South Florida PBS’ “Art Loft,” agency continued providing logistical support, B-roll, Video of the Week footage and other assistance as required for the public television program’s segments. “Art Loft” segments cover different aspects of the art and cultural scene throughout the Keys. As well as reaching a South Florida audience, some segments appear on PBS stations in other major markets. In addition, the Keys have a dedicated page on the “Art Loft” website.
- Agency concluded providing support during the pre-production, filming and editing of a Florida Keys episode of the 30-minute television series “Samantha Brown’s Places to Love.” Distributed nationally by American Public Television, the episode is scheduled to air on public television stations nationwide beginning in January 2020. Segments focus on the Keys’ signature foods, literary culture, history, environment and sustainability initiatives, all seen with the guidance of selected local residents. NewmanPR provided assistance to the production including B-roll footage, destination guidance, development of story segments, an itinerary and on-site support. Agency is assisting with coordination of a debut event with Brown to be held in New York City, featuring Keys elements including a themed “photo booth” and a conch shell blowing lesson with Clinton Curry as well as Key Lime pies for tasting provided by Kermit’s

Key Lime Shop. The event is to take place on the closing evening of TravMedia's International Media Marketplace. In addition, agency prepared a release on the program for inclusion in the January e-newsletter and distribution to targeted media.

- Agency continued arrangements to represent the destination at TravMedia's International Media Marketplace, to be held Jan. 22-23 in New York City.
- Agency produced numerous Facebook Live segments on Keys elements that aired on the destination's Facebook page. Agency will continue to produce Facebook Live segments originating from all districts on events — Including holiday highlights — and other high-interest subjects.
- NewmanPR managed daily contributions to social media content across all Keys platforms. News and social media-specific items were posted on the TDC's Facebook, Twitter, Instagram and YouTube sites, during both business hours and evening and weekend hours as needed. As well as regular planned posting, agency continued to produce spontaneous photography and coordinate additional posts for the TDC's social media outlets. A detailed social media report follows this document.
- Working with TwoOceansDigital.com, agency produced, distributed and posted the December issue of the "Keys Traveler" e-newsletter. All e-newsletter issues follow a responsive design developed to enhance reader appeal, especially for those using mobile devices. Each regular issue features stories on Keys cultural, fishing, diving, cuisine and event highlights. Each issue also contains a Q&A profile of a designated "Steward of the Keys," a local resident in a business related to tourism, who is passionate about protecting the Keys environment and way of life.
- Agency wrote and posted weekly insider columns for the "Keys Voices" online feature blog and promoted them via social media outlets. All "Keys Voices" feature-style columns focus on the attractions and attributes that characterize one or more Keys districts, as well as periodic in-depth stories on special events and monthly "Stewards of the Keys" Q&A profiles. Efforts to expand the blog's readership among travel consumers and media are ongoing.
- Agency wrote and posted twice-monthly entries to the LGBTQ-focused blog. Blog entries cover events, attractions and aspects of the Keys that appeal to the market. Working with TwoOceansDigital.com, agency facilitated distribution of copy and live links to the LGBTQ blog directly to consumers via an opt-in email address list. Efforts are continuing to increase readership and awareness.
- Agency compiled and distributed to media a roundup of selected Keyswide event highlights for 2020.
- Agency wrote, distributed to widespread media and posted on the website the Winter 2019-20 edition of the quarterly "What's New in the Florida Keys & Key West."
- Agency wrote, distributed to the media and posted on the website a release on New Year's Eve highlights around the Keys. Agency is making arrangements to produce video, still photography, social media and story packages on New Year's Eve highlights when they take place.
- Agency provided social media coverage of the I Love Stock Island Festival.

- Agency wrote, distributed to media and posted on the website a release on the Big Pine & Lower Keys Nautical Expo.
- Agency wrote, distributed to media and posted on the website a release on the 2020 Key West Kingfish Mayhem tournament.
- Each Thursday, Andy Newman provides a live report on upcoming Keys events on U.S. 1 Radio's Morning Magazine.
- Agency wrote, distributed to targeted media and posted on the website a release about the introduction of two driving tours on the TDC's free Florida Keys & Key West Travel App, designed to enhance enjoyment and safe driving along the Overseas Highway. Agency also wrote and distributed an advisory to tourism interests about the driving tours.
- Agency wrote and distributed to targeted media a release when the TDC earned six Florida tourism marketing awards at the annual Flagler Awards ceremony. The agency was pleased that the 2018 "Keys Traveler" magazine, produced by the agency, won a silver award in the Sustainable Marketing category.
- When NOAA and its Florida Keys National Marine Sanctuary announced plans to raise almost $100 million to restore seven iconic coral reef sites off the Florida Keys, agency produced video and still photography packages on the announcement. The video package included file underwater footage of a Keys coral nursery and outplanting, and quotes from Sarah Fangman, Florida Keys National Marine Sanctuary superintendent. In addition, agency provided information to the Associated Press for a story on the announcement.
- Following Fodor's designation of the Florida Keys National Marine Sanctuary as a "No Go" destination along with other worldwide destinations, agency communicated with sanctuary officials and the TDC director. Several other media outlets carried the story about the "No Go" list. Agency prepared a "talking points" tourism advisory for the industry. A decision was made not to distribute the advisory.
- Agency wrote and distributed to tourism interests advisories about full-length nighttime bridge closures on the new Seven Mile Bridge to accommodate a rehabilitation project.
- Agency wrote, distributed to media and posted on the website a release on American Airlines' planned Feb. 15 launch of seasonal weekly service between Key West International Airport and Boston Logan International Airport.
- Agency coordinated media visits for individual journalists including Winona Rogers of LifeFamilyFun, Doug Wallace of IN Magazine and CAA Magazine, Terry Ward of TravelZoo, Jasmine Crockett of XOJasmine, Nassera Zaid of Le Parisien Week-End, Matthew Hennie of Project Q Atlanta, Tami Brooks of Lifestyle Magazine, Olli and Merja Kangas of Finnish television's Procam, Simona Vagnoli with USAlavaligia, Simona Ritter of 20 Minuten, Patrick Colson-Price of The Georgia Voice, Douglas Wallace of IN Magazine, Megan Bacon Evans and Whitney Bacon Evans of What Wegan Did Next, Mandy Decker of Travelroads and Thomas Limberg of Breitengrad66.

- As a result of agency-arranged media visits, assistance to journalists and/or release distribution, during the report period the Keys received coverage including an online destination piece by Holger Jacobs on the German travel trade website Fremdenverkehrswirtschaft, individual profile stories on the Turtle Hospital and the Key West Literary Tour, videos and social media posts on Matador Network highlighting Key West Food Tours and Key West Culture in partnership with VISIT FLORIDA, a Florida Keys boutique stays story in Luxe Getaways following a visit by Tracy Beard, and Florida Keys 2-page feature in TravelGirl Magazine by Cathie Arquilla.
- Agency issued water-quality advisories as needed to resorts and other tourism industry entities, and routinely interfaces with the Monroe County Health Department on beach advisory status.
- Event information and photography are regularly posted on the Keys website.

###

2000 S. Dixie Highway Suite 201 ◆ Miami FL 33133 ◆ (305) 856-6060 ◆ FAX (305) 858-3877

TO: DAC 2 Members **G.1**
FROM: Danielle Salman
DATE: December 20, 2019
RE: January 7, 2020 DAC 2 Meeting
CC: John Underwood

G.1 Advertising Re-cap:

Media
The Agency has planned, purchased and placed ads in the following media for the months of **February & March**:

Out-of-State Spot Television:
- New York DMA – 2/1-3/31
- Chicago DMA – 2/1-3/31
- Philadelphia DMA – 1/6-1/31
- Boston DMA – 1/6-1/31
- Washington DC DMA – 1/6-1/31
- Dallas-Ft. Worth DMA – 1/6-1/31
- Minneapolis-St. Paul DMA– 1/6-1/31
- Atlanta DMA – 2/4-3/31
- Charlotte DMA – 2/4-3/31

National Cable (Fishing TV):
- Into the Blue – 2/1-1/31

Digital:
- Good Sam Digital Blog Posts – February & March
- Good Sam Digital E-Newsletter Editorial – February & March
- Good Sam Digital Facebook Post Promotion – February & March
- Good Sam Digital Follow Me Ad – February & March
- Good Sam Explore & Travel Package – February & March
- Good Sam Social Media Package – January
- RV Navigator Digital Content – February
- TrailerLife.com/Motorhome.com Facebook/Instagram & Content - March
- SportDiver/ScubaDiving/Islands.com Facebook Posts - March
- NationalGeographic.com – 2/1-3/15
- OutsideOnline.com – 2/3-3/31
- Adara – 2/1-3/29
- Tremor Video – 2/1-3/15
- SportFishing.com/SaltwaterSportsman.com 2/15-3/15
- Facebook/Instagram - Annual
- Google AdWords – Annual

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The following is a list of current and on-going projects:

- The Agency supplied input and coordinated native content stories with the following online publications:
  - Trailer Life Magazine / MotorHome Magazine
  - SportDiver/ScubaDiving/Islands.com
  - NationalGeographic.com
  - Dreamscapes (Canada)
  - Travel Guide to Florida
  - Travel + Leisure
  - Condé Nast Traveler
  - World's Best Diving & Resorts
  - Martha Stewart Weddings
  - TheKnot
  - WeddingWire
  - BrideClick
  - Food & Wine
  - Nativo
  - GayCities/ Queerty.com
  - PassportMagazine.com
  - OutsideOnline.com
  - Afar.com
  - TheStar.com
- The Agency coordinated sponsored social posts with the following online publications:
  - Trailer Life Magazine / MotorHome Magazine
  - SportDiver/ScubaDiving/Islands.com
  - National Geographic
  - TheKnot
  - WeddingWire
  - BrideClick
  - Virtuoso Escapes
  - Condé Nast Traveler
  - SportFishing.com/SaltwaterSportsman.com
  - SportDiver/ScubaDiving/Islands.com
- Creating new ads for the following:
  - Generic: Meetings Market, Luxury Travel, Travel Trade, Canadian Market, German Market, Scandinavian Market, Camping, Meetings, Orange Bowl
  - Key West: Dining, LGBT, Luxury Travel
  - Lower Keys: Fishing, Diving, Camping
  - Marathon: Weddings/Honeymoons, Adventure Traveler, Fishing
  - Islamorada: Fishing, Culture, Weddings/Honeymoons
  - Key Largo: Luxury Travel, Soft Adventure, Weddings/Honeymoons
- Specific Projects
  - Lower Keys logo cost implications
  - Creating an LGBT pop up banner to be used at trade shows
  - Developing a 5-year strategic plan

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- Ordered & distributed Atlanta and Charlotte trafficking instructions for all 2/3-4/12 Generic, District and Umbrella TV buys
- Revising current collateral on fla-keys.com website to meet ADA compliance regulations
- Supplied the refreshed web-version of the Wreck Trek Passport to TwoOceans Digital to be updated on fla-keys.com
- Updated and trafficked :15 second pre-roll videos with new footage from the 2019 destination-wide photoshoot for all districts and generic
- Created new companion banner ads to be paired with new :15 pre-roll video for all districts and generic
- Created landing pages for various co-op programs starting in Fall including floridakeysfalldigital.com, keywestfall.com, islamoradafall.com, marathonfall.com, keylargofall.com, floridakeysfallnational.com and floridakeysmeetingsgroups.com
- Creating landing pages for Winter co-op programs including floridakeyswinterdigital.com, keywestwinter.com, islamoradawinter.com, marathonwinter.com and keylargowinter.com
- Developing new winter concepts for winter co-op programs
- Producing creative for the Newark Liberty International Airport (EWR) domination and outdoor billboards for Newark market
- Developing creative concepts for outdoor billboards in the Dallas market
- Creative development of various digital assets for publications such as: New York Times, Q Digital, Pride Media, Conversant, Madden Media, Passport.com, Ground Truth and MobileFuse
- Distributed trafficking instructions along with television spots, print ads and digital assets for all December buys for Generic, District and Umbrella Campaigns
- Executed media plan and created digital ads for the 2019 Key West Holiday Festival
- Created and coordinated 2020 Culture Magazine
- Produced the TDC Film Commission Guide
- Producing the 2020 Accommodations Guide
- Producing updated Fishing Brochure
- Creating Travel Agent promotional signage for TDC sales efforts
- Introduced promoted pins on Pinterest as new paid social channel

➢ Ongoing

- Creating consumer signage to be displayed at various trade shows
- Reviewing creative from local partners for appropriate logo usage
- Coordinating and managing co-op opportunities for FY 19/20
- Placing and producing all Generic, District and Umbrella advertising efforts
- Brochure fulfillment & inventory coordination for all domestic & international trade shows
- Gathering statistics for Internet/E-marketing response reports
- Preparing TDC packets
- Preparing DAC packets

The DAC 2 FY 19/20 media plans and response report are attached.

The Florida Keys and Key West
Internet Response Report
2019/2020

LOWER KEYS					
OCTOBER 2019					
DATE	WEBSITE	Impressions	Clicks/Engagements	Click-through %	VCR
10/21-10/31	CN.Traveler.com (Native Content via Social Media)	244,022	178	0.07%	N/A
10/21-10/31	Adara Re-Targeting (Mobile/Tablet/Desktop/Cross-Device)	140,313	140	0.10%	N/A
DATE	MOBILE	Impressions	Clicks/Engagements	Click-through %	VCR
10/1-10/31	Facebook/Instagram (Paid Social Media Targeting Outdoor Enthusiasts)	441,381	14,902	3.38%	N/A
	Google Ad Words	Impressions	Clicks/Engagements	Click-through %	VCR
10/14-10/31	"florida campgrounds"	836	97	11.60%	N/A
	florida camping	681	45	6.61%	N/A
	campground in florida	321	34	10.59%	N/A
	adventure kayaking	309	10	11.43%	N/A
	best campgrounds in florida	210	24	15.04%	N/A
	rv parks in fl	194	16	8.25%	N/A
	florida rv resorts	182	4	11.11%	N/A
	campgrounds in southern florida	135	15	3.24%	N/A
	kayaking in florida	134	10	7.46%	N/A
	florida campgrounds on beach	133	20	11.76%	N/A
	kayak in florida	83	6	7.23%	N/A
	florida rv parks and campgrounds	79	4	13.33%	N/A
	tent camping in florida	68	8	2.20%	N/A
	best places to kayak in florida	45	6	5.06%	N/A
NOVEMBER 2019					
DATE	WEBSITE	Impressions	Clicks/Engagements	Click-through %	VCR
11/1-11/30	Adara Re-Targeting (Mobile/Tablet/Desktop/Cross-Device)	883,841	7,758	0.88%	N/A
11/1-11/30	CNTraveler.com (Native Content via Social Media)	790,602	4,051	0.51%	N/A
11/1-11/30	RV.net Website Advertising	40,002	23	0.06%	N/A
DATE	MOBILE	Impressions	Clicks/Engagements	Click-through %	VCR
11/1-11/30	Facebook/Instagram (Paid Social Media Video)	421,238	5,658	1.34%	N/A
11/1-11/30	TrailerLife Facebook & Instagram	22,910	815	3.56%	N/A
11/1-11/30	MotorHome Facebook & Instagram	17,558	190	1.08%	N/A
	Google Ad Words	Impressions	Clicks/Engagements	Click-through %	VCR
11/1-11/31	florida camping	369	40	10.84%	N/A
	campground in florida	328	39	11.89%	N/A
	tent camping in florida	88	11	12.50%	N/A
	campgrounds in southern florida	83	9	10.84%	N/A
	rv parks in fl	59	8	13.56%	N/A
	best campgrounds in florida	87	7	8.05%	N/A
	florida rv resorts	45	6	13.33%	N/A
	florida campgrounds	105	6	5.71%	N/A
	florida campgrounds on beach	49	6	12.24%	N/A
	adventure kayaking	220	4	1.82%	N/A
	kayaking in florida	21	4	19.05%	N/A
	rv campgrounds florida beaches	12	2	16.67%	N/A
	rv parks south florida	12	2	16.67%	N/A
	florida rv parks and campgrounds	30	2	6.67%	N/A

Average Industry Standards:
- Display ads: 0.08% CTR
- Mobile ads: 0.25 - 0.30% CTR
- Video: 65% VCR

Source: 2019 IAB (Internet Advertising Bureau)

Updated by Tinsley Advertising on 12/19/19

FY 2020 MEDIA PLAN

BigPineKey and Florida's Lower Keys

Key Largo · Islamorada · Marathon · Key West

Tinsley Full Service Advertising

Holidays/ Events

*Columbus Day (10/14) · *Halloween (10/31) · *Thanksgiving Day (11/28) · *Art Basel (12/5-12/8) · * X-Mas (12/25) · * New Year's Day (1/1) · * MLK Day (1/20) · * Pres Day (2/17) · *Easter (4/12) · * Memorial Day (5/25) · * Ind Day (7/4) · * Mini-Lobster Season (7/29-7/30) · *Lobster Season (8/6-3/31) · * Labor Day (9/7)

Public Shools Vacation Calendars

	Winter Break:	Spring Break:	Summer Break:
Miami-Dade County Public Schools:	12/23-1/5	3/23-3/29	6/4-8/16
Broward County Public Schools:	12/23-1/6	3/20-3/29	6/3-8/12
Palm Beach County Public Schools:	12/23-1/6	3/23-3/30	6/1-8/11
Martin County Public Schools:	12/23-1/5	3/14-3/22	5/29-8/11
Hillsborough County Public Schools:	12/23-1/6	3/14-3/22	5/30-8/11
Pinellas County Public Schools	12/23-1/6	3/14-3/22	6/2-8/12
Orange County Public Schools:	12/23-1/6	3/13-3/22	5/28-8/11
Osceola County Public Schools:	12/23-1/6	3/14-3/22	5/29-8/11
Seminole County Public Schools:	12/23-1/5	3/14-3/22	5/28-8/11
Duval County Public Schools:	12/23-1/6	3/14-3/22	5/30-8/11

Weeks Begin on Mondays:	4th Quarter												1st Quarter												2nd Quarter												3rd Quarter												GROSS TOTAL
	OCT '19				NOV '19				DEC '19				JAN '20				FEB '20				MAR '20				APR '20				MAY '20					JUN '20				JUL '20				AUG '20				SEP '20				
	30-Sep	7-Oct	14-Oct	21-Oct	28-Oct	4-Nov	11-Nov	18-Nov	25-Nov	2-Dec	9-Dec	16-Dec	23-Dec	30-Dec	6-Jan	13-Jan	20-Jan	27-Jan	3-Feb	10-Feb	17-Feb	24-Feb	2-Mar	9-Mar	16-Mar	23-Mar	30-Mar	6-Apr	13-Apr	20-Apr	27-Apr	4-May	11-May	18-May	25-May	1-Jun	8-Jun	15-Jun	22-Jun	29-Jun	6-Jul	13-Jul	20-Jul	27-Jul	3-Aug	10-Aug	17-Aug	24-Aug	31-Aug	7-Sep	14-Sep	21-Sep	
LOCAL MARKET SPOT TELEVISION:																																																			
OUT-OF-STATE:																																																			
• New York DMA :30							11/11-12/15							1/6-4/12																																					$72,723
• Chicago DMA :30							11/11-12/15							1/6-4/12																																					$59,133
• Philadelphia DMA :30														1/6-4/12																																					$29,167
• Boston DMA :30														1/6-4/12																																					$26,216
• Washington D.C. DMA :30														1/6-4/12																																					$23,304
• Dallas-Ft. Worth DMA :30														1/6-4/12																																					$21,366
• Minneapolis-St. Paul DMA :30														1/6-4/12																																					$17,457
• Atlanta DMA :30																			2/3-4/12																																$21,318
• Charlotte DMA :30																			2/3-4/12																																$19,380
																																																			Out-of-State Spot TV Total:	*$290,065*
IN-STATE:																																																			
• Miami/Ft. Lauderdale DMA :30																															5/4-8/2																					$33,770
• Tampa/St. Petersburg DMA :30																															5/4-8/2																					$22,287
• Orlando/Melbourne DMA :30																															5/4-8/2																					$19,380
• West Palm Beach DMA :30																															5/4-8/2																					$8,721
• Ft. Myers-Naples DMA :30																															5/4-8/2																					$4,845
• Jacksonville DMA :30																															5/4-8/2																					$2,907
																																																			In-State Spot TV Total:	*$91,910*
NATIONAL CABLE (FISHING TV):																																																			
• Into the Blue (Fishing show sponsorship)														January-March																																					*National Cable Fishing TV Total:*	$34,200
To air on the Discovery Channel. Episodes filmed in Big Pine & Lower Keys																																																			
																																																			TELEVISION-TOTAL:	$416,175
DIGITAL:																																																			
Good Sam Guide Series - Digital Program:																																																			
• Good Sam Digital Blog Posts (10x posts)	Fixed													January-September																																					10	$7,353
• Good Sam Digital E-Newsletter Editorial (5x) - 500 words/3 photos														January-September																																					5	$6,071
• Good Sam Digital Facebook Post Promotion (6x) - Copy Photo														January-September																																					6	$7,113
• Good Sam Digital Follow Me Ad -Ad follows visitors to the Keys section around the site														January-September																																					1	$587
• Good Sam Explore & Travel Package-6 photos, static banner, web link,	Fixed													January-September																																					1	$4,030
300 x 250 feature ad, social media links, 500 word blog post, Facebook click ad																																																			

FY 2020 MEDIA PLAN

Holidays/Events: *Columbus Day (10/14); *Halloween (10/31); *Thanksgiving Day (11/28); *Art Basel (12/5-12/8); * X-Mas (12/25); * New Year's Day (1/1); * MLK Day (1/20); * Pres Day (2/17); *Easter (4/12); * Memorial Day (5/25); * Ind Day (7/4); * Mini-Lobster Season (7/29-7/30); *Lobster Season (8/6-3/31); * Labor Day (9/7)

Public Shools Vacation Calendars

	Winter Break:	Spring Break:	Summer Break:
Miami-Dade County Public Schools:	12/23-1/5	3/23-3/29	6/4-8/16
Broward County Public Schools:	12/23-1/6	3/20-3/29	6/3-8/12
Palm Beach County Public Schools:	12/23-1/6	3/23-3/30	6/1-8/11
Martin County Public Schools:	12/23-1/5	3/14-3/22	5/29-8/11
Hillsborough County Public Schools:	12/23-1/6	3/14-3/22	5/30-8/11
Pinellas County Public Schools	12/23-1/6	3/14-3/22	6/2-8/12
Orange County Public Schools:	12/23-1/6	3/13-3/22	5/28-8/11
Osceola County Public Schools:	12/23-1/6	3/14-3/22	5/29-8/11
Seminole County Public Schools:	12/23-1/5	3/14-3/22	5/28-8/11
Duval County Public Schools:	12/23-1/6	3/14-3/22	5/30-8/11

Quarters / Months: 4th Quarter: OCT '19, NOV '19, DEC '19; 1st Quarter: JAN '20, FEB '20, MAR '20; 2nd Quarter: APR '20, MAY '20, JUN '20; 3rd Quarter: JUL '20, AUG '20, SEP '20

Weeks Begin on Mondays: 30-Sep, 7-Oct, 14-Oct, 21-Oct, 28-Oct, 4-Nov, 11-Nov, 18-Nov, 25-Nov, 2-Dec, 9-Dec, 16-Dec, 23-Dec, 30-Dec, 6-Jan, 13-Jan, 20-Jan, 27-Jan, 3-Feb, 10-Feb, 17-Feb, 24-Feb, 2-Mar, 9-Mar, 16-Mar, 23-Mar, 30-Mar, 6-Apr, 13-Apr, 20-Apr, 27-Apr, 4-May, 11-May, 18-May, 25-May, 1-Jun, 8-Jun, 15-Jun, 22-Jun, 29-Jun, 6-Jul, 13-Jul, 20-Jul, 27-Jul, 3-Aug, 10-Aug, 17-Aug, 24-Aug, 31-Aug, 7-Sep, 14-Sep, 21-Sep

DIGITAL:

Program	Format	Impressions	Flight	GROSS TOTAL
TrailerLife/Motorhome/RVNavigator Digital Program:				
• TrailerLife/Motorhome.com - Facebook, Instagram, written content			November	$5,358
• TrailerLife/Motorhome.com Content Package — Professionally written content (250 words) on Big Pine + TL/MH E-Newsletters (dates TBD)			December	$10,145
• TrailerLife/Motorhome.com - Facebook, Instagram, written content — Includes TL & MH Facebook + Good Sam Blog; Big Pine Content Professionally Written, Link to website.			January	$2,508
• RVNavigator Digital Content Add on-Written content promoted via Emails			February	$2,850
• TrailerLife/Motorhome.com - Facebook, Instagram, written content			March	$2,508
Digital - Paid Social Media:				
• Facebook/Instagram Sponsored Ad targeting outdoor enthusiasts	:15 Video	N/A	Annual (Year Round)	$31,350
• SportDiver/ScubaDiving/Islands.com Facebook Posts		N/A	November; March; April; May	$7,980
Digital - Native Content:				
• Nativo - Promoted Native Content Ads promoting article on Lower Keys		800,000	January	$22,800
• CN.Traveler.com Native content story promoted via social media		1,500,000	10/21-12/15	$34,200
• NationalGeographic.com Travel/Adventure ROS	:15 Pre-roll + 728 x 90, 300 x 250, 320 x 50	433,333	1/6-3/15	$12,540
• OutsideOnline.com Native content story on Lower Keys		435,000	2/3-4/12	$17,100
Digital - Mobile/Tablet/Desktop/Cross-Device:				
• Adara - *Re-targets users searching online for airfares & hotel rooms in Florida (exluding Orlando) & Caribbean. Also re-targeting visitors to Marathon page of fla-keys.com. Adara has exclusive access to loyalty members & travelers data of Delta, United, US Airways, Marriott, Preferred Hotels, Wyndham, Travelport, Airfare.com, Kayak+more*	Pre-Roll :15 + 300 x250 Companion Banner	2,205,000	10/21-12/15 Geo-Targeted to NY, CHI, PHL, BOS and DC; 1/6-3/29 Geo-Targeted to NY, CHI, PHL, BOS and DC	$51,300
• Tremor Video Mobile/Tablet/Desktop — Geo Fence/Re-targeting to camping/RVers and active adventurists	Pre-Roll :15	162,662	1/6-3/15 Geo-Targeted to NY, CHI, PHL, BOS and DC; 5/4-6/14 Geo-Targeted to Florida	$22,800
• SportDiver/ScubaDiving ROS Banners 728 x 90, 300 x 250, 320 x 50		275,000	July-September	$3,420
• SportFishing.com/SaltwaterSportsman.com 300 x 600, 640 x 480,	Custom FB Post	250,000	2/15-3/15	$13,808

FY 2020 MEDIA PLAN

BigPineKey and Florida's Lower Keys

Key Largo · Islamorada · Marathon · Key West

Tinsley Full Service Advertising

Holidays/ Events

*Columbus Day (10/14) · *Halloween (10/31) · *Thanksgiving Day (11/28) · * X-Mas (12/25) · * New Year's Day (1/1) · *Art Basel (12/5-12/8) · * MLK Day (1/20) · * Pres Day (2/17) · *Easter (4/12) · * Memorial Day (5/25) · * Ind Day (7/4) · *Lobster Season (8/6-3/31) · * Mini-Lobster Season (7/29-7/30) · * Labor Day (9/7)

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Pinellas County Public Schools	12/23-1/6	3/14-3/22	6/2-8/12
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Osceola County Public Schools:	12/23-1/6	3/14-3/22	5/29-8/11
Seminole County Public Schools:	12/23-1/5	3/14-3/22	5/28-8/11
Duval County Public Schools:	12/23-1/6	3/14-3/22	5/30-8/11

Weeks Begin on Mondays:	4th Quarter												1st Quarter												2nd Quarter												3rd Quarter													GROSS TOTAL
	OCT '19				NOV '19				DEC '19				JAN '20				FEB '20				MAR '20				APR '20				MAY '20					JUN '20				JUL '20				AUG '20				SEP '20				
	30-Sep	7-Oct	14-Oct	21-Oct	28-Oct	4-Nov	11-Nov	18-Nov	25-Nov	2-Dec	9-Dec	16-Dec	23-Dec	30-Dec	6-Jan	13-Jan	20-Jan	27-Jan	3-Feb	10-Feb	17-Feb	24-Feb	2-Mar	9-Mar	16-Mar	23-Mar	30-Mar	6-Apr	13-Apr	20-Apr	27-Apr	4-May	11-May	18-May	25-May	1-Jun	8-Jun	15-Jun	22-Jun	29-Jun	6-Jul	13-Jul	20-Jul	27-Jul	3-Aug	10-Aug	17-Aug	24-Aug	31-Aug	7-Sep	14-Sep	21-Sep	
DIGITAL:																																																			
Digital - Paid Search Engine Marketing:																																																			
• Google Adwords RV, Camping, Fishing/Boating, Eco Travel, Kayaking Keywords			Annual																																																$11,400
																																																			DIGITAL-TOTAL: $277,219
PRINT:																																																			
• Motorhome Magazine	1/2 Page 4C	128,390																									April																								1 $8,428
• Scuba Diving Magazine	Full Page 4C	85,000								December																																									1 $8,322
• Florida Sport Fishing Magazine	Full Page 4C	70,000					November/December																								May/June																				2 $5,585
• Sport Fishing Magazine	Full Page 4C	80,000																													May																				1 $9,189
• Outside Magazine	1/2 Page 4C	675,000																																		June														1 $19,851
																																																			PRINT-TOTAL: $51,375

DAC II BIG PINE KEY & THE LOWER KEYS FY 2020 BUDGET SUMMARY	
MEDIA SPENT TO DATE:	$744,770
PRODUCTION:	$15,000
RESOURCES REMAINING:	$86,048
GRAND TOTAL BUDGET:	$845,818

*Please note separate from the above budget there is also $51,905 in Emergency (Promotional/Storm) Resources

BigPineKey and Florida's Lower Keys

Key Largo · Islamorada · Marathon · Key West

FY 2020 MEDIA PLAN

Tinsley Full Service Advertising

Holidays/ Events

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*Halloween (10/31)
*Thanksgiving Day (11/28)
* X-Mas (12/25)
* New Year's Day (1/1)
*Art Basel (12/5-12/8)
* MLK Day (1/20)
* Pres Day (2/17)
*Easter (4/12)
* Memorial Day (5/25)
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Duval County Public Schools:	12/23-1/6	3/14-3/22	5/30-8/11

	4th Quarter											
	OCT '19				NOV '19				DEC '19			
Weeks Begin on Mondays:	30-Sep	7-Oct	14-Oct	21-Oct	28-Oct	4-Nov	11-Nov	18-Nov	25-Nov	2-Dec	9-Dec	16-Dec	23-Dec

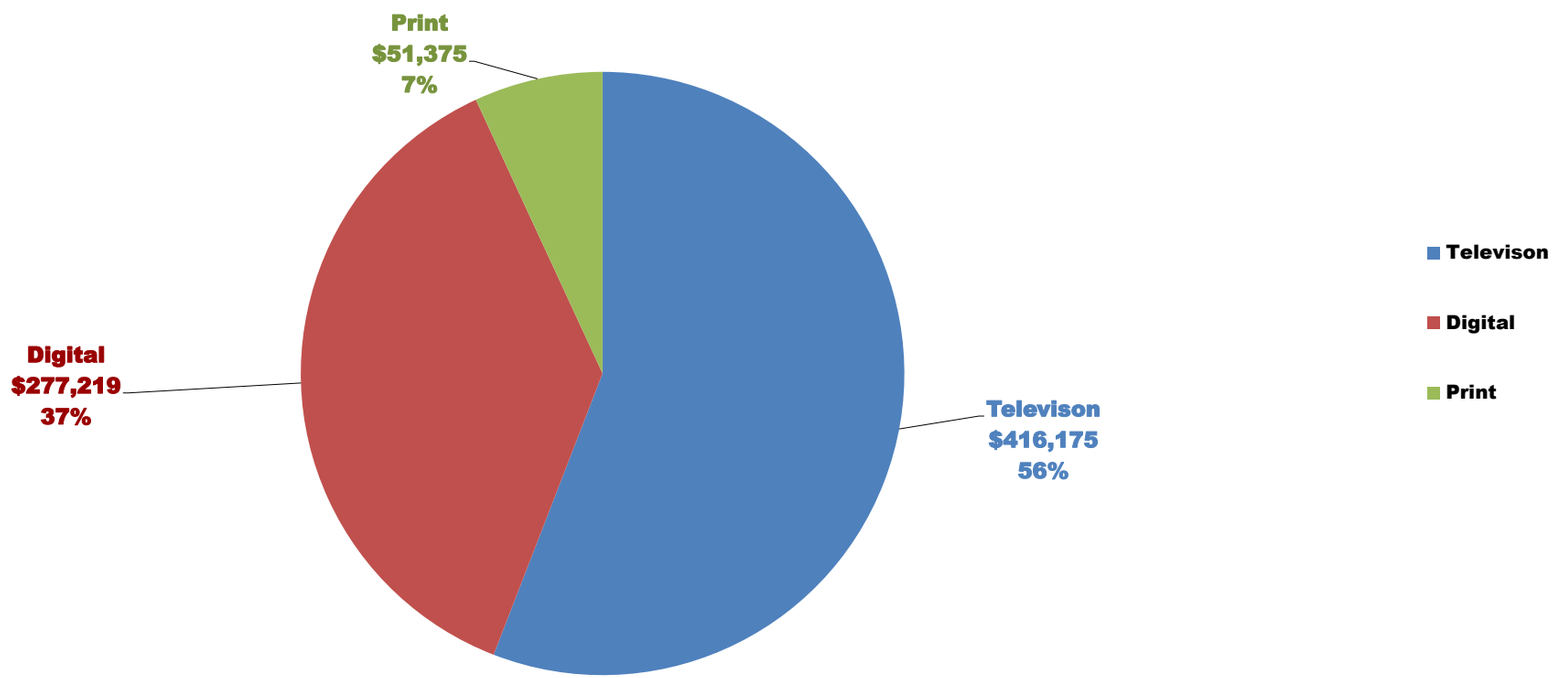
	1st Quarter												
	JAN '20				FEB '20				MAR '20				
Weeks Begin on Mondays:	30-Dec	6-Jan	13-Jan	20-Jan	27-Jan	3-Feb	10-Feb	17-Feb	24-Feb	2-Mar	9-Mar	16-Mar	23-Mar

	2nd Quarter												
	APR '20				MAY '20					JUN '20			
Weeks Begin on Mondays:	30-Mar	6-Apr	13-Apr	20-Apr	27-Apr	4-May	11-May	18-May	25-May	1-Jun	8-Jun	15-Jun	22-Jun

	3rd Quarter												
	JUL '20				AUG '20					SEP '20			
Weeks Begin on Mondays:	29-Jun	6-Jul	13-Jul	20-Jul	27-Jul	3-Aug	10-Aug	17-Aug	24-Aug	31-Aug	7-Sep	14-Sep	21-Sep

GROSS TOTAL

DAC II BIG PINE KEY & THE FLORIDA LOWER KEYS
FY 2020 PLAN DISTRIBUTION BY MEDIA



TOTAL MEDIA EXPENDITURE TO DATE: $744,770

Monroe County Tourist Development Council
Smith Travel Research

H.1

Monthly District & Tier Overview Report

For the month of: October 2019

	Current Month - October 2019 vs October 2018									Year to Date - October 2019 vs October 2018								
	Occ %		ADR		RevPAR		Percent Change from October 2018			Occ %		ADR		RevPAR		Percent Change from YTD 2018		
	2019	2018	2019	2018	2019	2018	Occ	ADR	RevPAR	2019	2018	2019	2018	2019	2018	Occ	ADR	RevPAR
Florida Keys	66.2	65.4	229.83	225.35	152.08	147.46	1.1	2.0	3.1	76.9	77.3	274.27	263.99	210.81	203.94	-0.5	3.9	3.4
Florida Keys Luxury	67.2	60.2	352.08	339.68	236.45	204.55	11.5	3.7	15.6	75.6	69.8	413.10	388.85	312.21	271.41	8.3	6.2	15.0
Florida Keys Upscale	66.9	68.8	298.52	296.67	199.70	204.06	-2.7	0.6	-2.1	75.5	75.6	351.18	326.71	265.21	247.13	-0.2	7.5	7.3
Florida Keys Midprice	64.0	64.5	214.19	211.57	137.00	136.35	-0.8	1.2	0.5	75.2	77.3	261.79	254.23	196.79	196.51	-2.8	3.0	0.1
Florida Keys Economy	69.1	75.9	180.67	173.19	124.83	131.44	-9.0	4.3	-5.0	82.2	86.4	218.16	213.10	179.22	184.16	-4.9	2.4	-2.7
Florida Keys Budget	65.6	63.0	187.09	183.10	122.73	115.35	4.1	2.2	6.4	76.7	77.4	224.73	221.82	172.39	171.74	-0.9	1.3	0.4
Key West	75.3	74.5	260.44	245.37	196.20	182.85	1.1	6.1	7.3	84.3	83.9	287.25	277.93	242.26	233.25	0.5	3.4	3.9
Key West Luxury	79.7	71.1	382.62	363.10	305.04	258.20	12.1	5.4	18.1	83.5	80.1	413.67	398.09	345.46	318.89	4.3	3.9	8.3
Key West Upscale	73.4	72.6	320.77	304.09	235.36	220.91	1.0	5.5	6.5	82.7	82.4	354.69	333.46	293.41	274.86	0.4	6.4	6.7
Key West Midprice	72.2	73.7	227.87	214.25	164.41	157.86	-2.1	6.4	4.1	82.2	84.1	258.28	247.85	212.24	208.45	-2.3	4.2	1.8
Key West Economy	74.3	80.2	184.56	174.42	137.08	139.83	-7.4	5.8	-2.0	87.9	89.4	214.08	210.75	188.23	188.34	-1.6	1.6	-0.1
Key West Small Properties	80%	76%	247.54	231.88	196.81	176.68	4.4	6.8	11.4	85.4%	83.5%	259.38	255.42	221.55	213.16	2.3	1.5	3.9
Middle-Upper Florida Keys	56.6	54.3	187.30	191.61	106.02	104.00	4.3	-2.2	1.9	68.8	68.5	257.17	241.62	176.98	165.56	0.4	6.4	6.9
Middle-Upper Florida Keys Luxury																		
Middle-Upper Florida Keys Upscale																		
Middle-Upper Florida Keys Midprice	53.5	51.2	190.67	206.02	102.04	105.50	4.5	-7.5	-3.3	65.8	65.6	267.63	268.34	176.17	175.96	0.4	-0.3	0.1
Middle-Upper Florida Keys Economy	60.1		172.30		103.50					72.0		226.87		163.45				
Middle-Upper Florida Keys Budget	58.6	55.0	155.15	155.34	90.90	85.43	6.5	-0.1	6.4	71.5	73.1	209.57	206.62	149.74	151.01	-2.2	1.4	-0.8
Key Largo	58.8%	57.8%	189.19	186.05	111.32	107.45	1.9	1.7	3.6	68.3%	72.4%	249.24	241.31	170.14	174.72	-5.7	3.3	-2.6
Marathon	55.1%	48.7%	175.83	186.52	96.95	90.90	13.1	-5.7	6.7	69.6%	64.3%	255.77	236.92	178.06	152.42	8.3	8.0	16.8
Islamorada	56.0%	57.5%	209.17	217.89	117.18	125.36	-2.6	-4.0	-6.5	67.4%	*	281.38	*	189.59	*	*	*	*

Source 2019 Smith Travel Research, Inc./STR Global, Ltd.

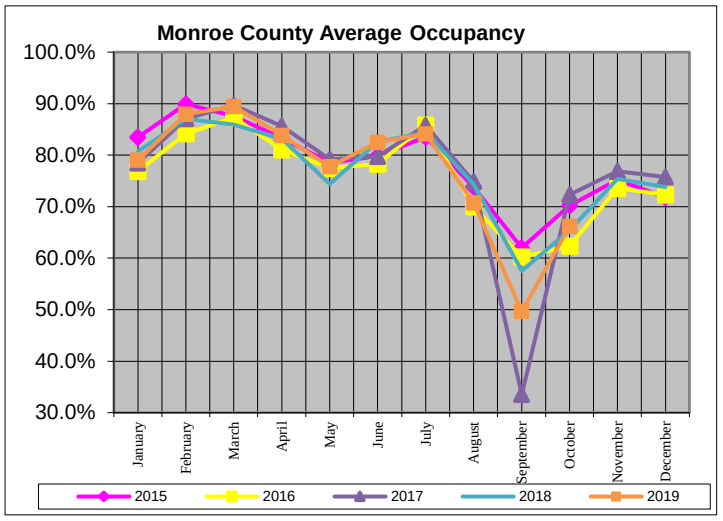
The information contained in this report is based upon independent surveys and research from sources considered reliable but no representation is made as to its completeness or accuracy. This industry standard and is intended solely for the internal purposes of your company and should not be published in any manner unless authorized by Smith Travel Research.

*** Islamorada's first reporting in 2018 is October, YTD numbers did not populate in the reporting from STR**

HISTORIC TREND REPORT - COUNTY & DISTRICT | **MONROE COUNTY**
SMITH TRAVEL RESEARCH | 11/21/2019

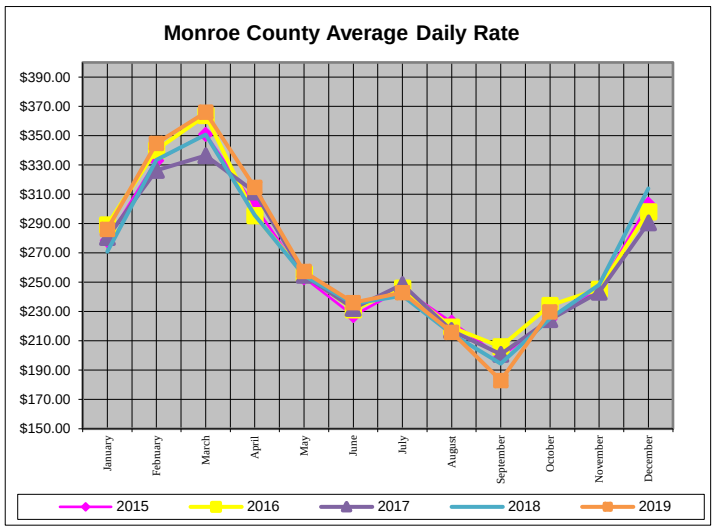
OCCUPANCY RATE

	2015	2016	2017	2018	2019	% Chg
January	83.5%	76.9%	78.4%	80.7%	79.0%	**-2.1%**
February	89.9%	84.2%	87.0%	87.0%	87.9%	**1.0%**
March	87.6%	87.3%	89.7%	86.0%	89.5%	**4.1%**
April	83.3%	81.0%	85.6%	83.1%	83.8%	**0.8%**
May	78.5%	77.5%	79.2%	74.4%	77.8%	**4.5%**
June	79.8%	78.3%	79.7%	82.6%	82.5%	**-0.1%**
July	83.5%	85.8%	85.8%	84.4%	84.1%	**-0.3%**
August	73.8%	70.0%	74.8%	74.4%	70.7%	**-4.9%**
September	62.0%	60.2%	33.5%	57.5%	49.7%	**-13.7%**
October	70.2%	62.4%	72.3%	65.4%	66.2%	**1.1%**
November	75.3%	73.6%	76.9%	75.4%		
December	71.8%	72.3%	75.8%	73.8%		
Total	78.2%	75.5%	76.8%	77.2%	76.9%	**-0.5%**



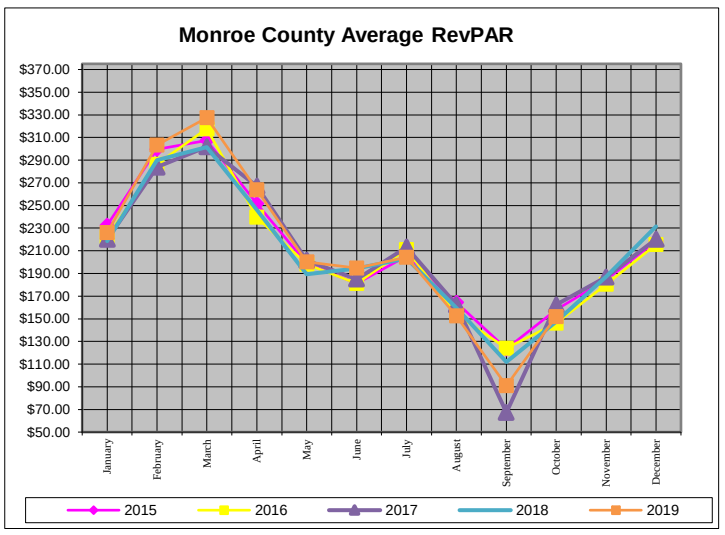
AVERAGE DAILY RATE

	2015	2016	2017	2018	2019	% Chg
January	$278.68	$289.29	$280.50	$270.83	$286.05	**5.6%**
February	$333.12	$340.39	$326.26	$333.36	$344.81	**3.4%**
March	$351.03	$363.86	$336.44	$350.78	$365.93	**4.3%**
April	$302.14	$295.63	$311.70	$295.89	$314.82	**6.4%**
May	$253.11	$255.89	$254.83	$254.42	$257.29	**1.1%**
June	$227.22	$231.36	$232.15	$235.27	$236.04	**0.3%**
July	$245.58	$246.13	$248.53	$240.92	$242.98	**0.9%**
August	$222.79	$219.35	$216.99	$214.80	$215.90	**0.5%**
September	$199.10	$206.01	$200.92	$194.44	$182.99	**-5.9%**
October	$224.84	$234.19	$224.47	$225.35	$229.83	**2.0%**
November	$245.42	$245.24	$243.19	$248.31		
December	$303.29	$298.12	$290.52	$314.05		
Total	$268.15	$270.46	$269.75	$268.49	$274.27	**3.9%**



RevPAR

	2015	2016	2017	2018	2019	% Chg
January	$232.63	$222.29	$220.03	$218.63	$226.00	**3.4%**
February	$299.54	$286.50	$283.91	$290.16	$303.24	**4.5%**
March	$307.39	$317.67	$301.77	$301.51	$327.41	**8.6%**
April	$251.74	$239.57	$266.96	$245.98	$263.95	**7.3%**
May	$198.79	$198.30	$201.72	$189.36	$200.15	**5.7%**
June	$181.28	$181.12	$185.04	$194.26	$194.71	**0.2%**
July	$205.15	$211.29	$213.24	$203.36	$204.44	**0.5%**
August	$164.51	$153.51	$162.38	$159.74	$152.71	**-4.4%**
September	$123.51	$124.07	$67.33	$111.87	$90.87	**-18.8%**
October	$157.90	$146.04	$162.35	$147.46	$152.08	**3.1%**
November	$184.68	$180.50	$186.95	$187.16		
December	$218.51	$215.62	$220.15	$231.67		
Total	$209.71	$204.27	$207.28	$207.17	$210.81	**3.4%**



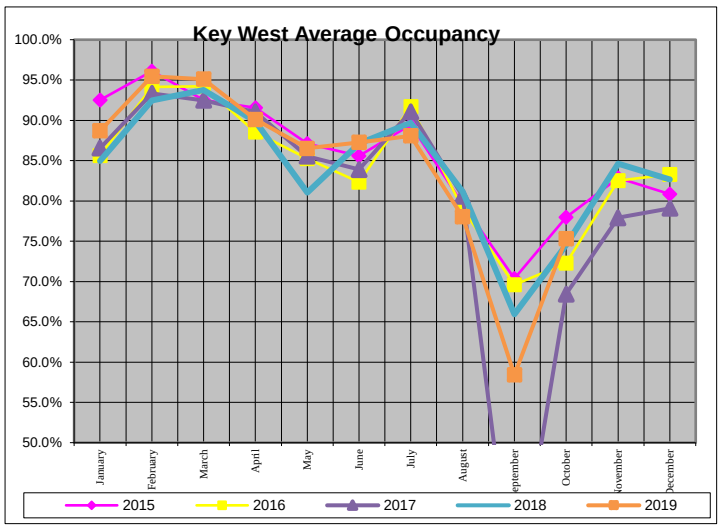
Prior year performance numbers may be updated with current data due to new participants providing their historic information and/or past participants providing updated prior year performance numbers.

Source 2019 Smith Travel Research, Inc./STR Global, Ltd.

HISTORIC TREND REPORT	**KEY WEST**
SMITH TRAVEL RESEARCH	11/21/2019

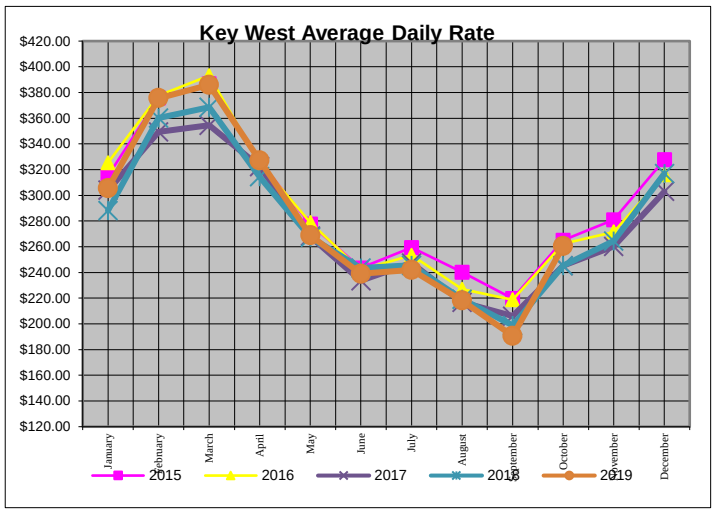
OCCUPANCY RATE

	2015	2016	2017	2018	2019	**% Chg**
January	92.5%	85.6%	86.6%	85.0%	88.7%	**4.4%**
February	96.1%	94.1%	93.3%	92.5%	95.5%	**3.2%**
March	92.5%	94.2%	92.5%	93.8%	95.1%	**1.4%**
April	91.6%	88.5%	91.0%	89.9%	90.1%	**0.3%**
May	87.1%	85.2%	85.5%	81.0%	86.5%	**6.8%**
June	85.6%	82.3%	83.9%	87.1%	87.3%	**0.2%**
July	89.5%	91.7%	91.1%	89.7%	88.1%	**-1.8%**
August	79.6%	79.0%	80.6%	81.1%	78.0%	**-3.8%**
September	70.4%	69.6%	29.8%	65.9%	58.4%	**-11.4%**
October	78.0%	72.3%	68.4%	74.5%	75.3%	**1.1%**
November	82.8%	82.5%	77.9%	84.6%		
December	80.9%	83.3%	79.1%	82.6%		
Total	85.4%	83.6%	79.9%	83.9%	84.3%	**0.5%**



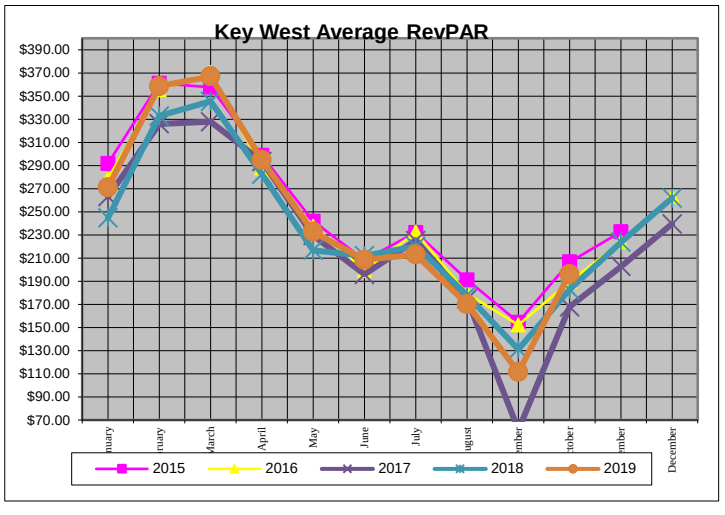
AVERAGE DAILY RATE

	2015	2016	2017	2018	2019	**% Chg**
January	$315.24	$325.44	$303.93	$288.05	$305.62	**6.1%**
February	$375.82	$377.68	$349.38	$360.11	$375.63	**4.3%**
March	$386.76	$393.13	$354.54	$368.54	$385.96	**4.7%**
April	$326.24	$325.09	$322.40	$314.41	$327.16	**4.1%**
May	$277.68	$278.78	$268.25	$267.51	$268.99	**0.6%**
June	$243.50	$242.07	$233.48	$243.38	$238.99	**-1.8%**
July	$259.49	$253.47	$247.41	$245.56	$241.88	**-1.5%**
August	$240.08	$226.86	$216.76	$219.18	$218.13	**-0.5%**
September	$219.68	$218.73	$206.08	$198.82	$190.67	**-4.1%**
October	$265.11	$262.30	$245.22	$245.37	$260.44	**6.1%**
November	$280.94	$271.54	$260.20	$264.40		
December	$327.66	$315.97	$303.02	$317.02		
Total	$295.20	$291.03	$281.38	$280.38	$287.25	**3.4%**



RevPAR

	2015	2016	2017	2018	2019	**% Chg**
January	$291.67	$278.65	$263.06	$244.72	$271.05	**10.8%**
February	$361.14	$355.57	$326.08	$332.94	$358.55	**7.7%**
March	$357.75	$370.39	$327.89	$345.53	$367.03	**6.2%**
April	$298.71	$287.84	$293.52	$282.59	$294.80	**4.3%**
May	$241.82	$237.58	$229.47	$216.71	$232.76	**7.4%**
June	$208.43	$199.32	$195.87	$212.01	$208.53	**-1.6%**
July	$232.13	$232.40	$225.31	$220.28	$213.02	**-3.3%**
August	$191.12	$179.31	$174.64	$177.77	$170.19	**-4.3%**
September	$154.58	$152.20	$61.42	$131.09	$111.36	**-15.1%**
October	$206.68	$189.60	$167.81	$182.85	$196.20	**7.3%**
November	$232.75	$224.08	$202.72	$223.72		
December	$264.95	$263.18	$239.63	$261.97		
Total	$ 252.02	$ 243.32	$ 224.85	$ 235.35	$ 242.26	**3.9%**



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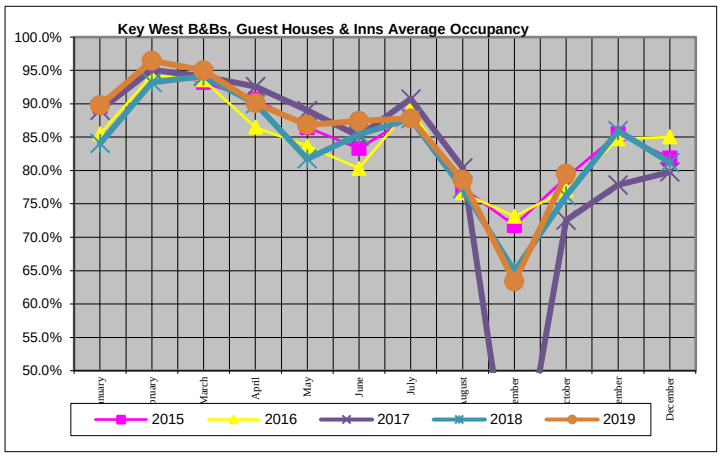
Source 2019 Smith Travel Research, Inc./STR Global, Ltd.

HISTORIC TREND REPORT
SMITH TRAVEL RESEARCH

KEY WEST B&Bs, GUEST HOUSES AND INNS
11/21/2019

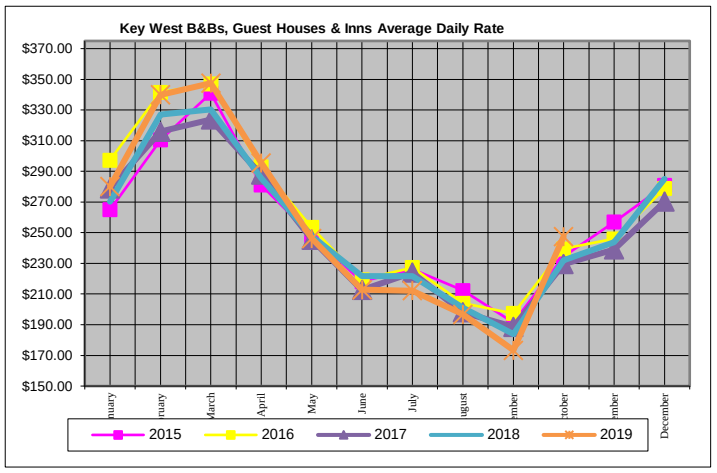
OCCUPANCY RATE

	2015	2016	2017	2018	2019	% Chg
January	89.5%	85.5%	89.1%	84.1%	89.8%	**6.8%**
February	95.4%	94.3%	95.1%	93.2%	96.4%	**3.5%**
March	93.2%	93.6%	94.1%	94.1%	95.0%	**0.9%**
April	90.7%	86.5%	92.6%	90.0%	90.1%	**0.1%**
May	86.5%	83.7%	89.0%	81.7%	86.8%	**6.2%**
June	83.3%	80.3%	85.1%	85.5%	87.4%	**2.3%**
July	88.1%	89.5%	90.7%	87.8%	87.8%	**0.0%**
August	77.4%	76.7%	80.4%	77.3%	78.6%	**1.6%**
September	71.8%	73.1%	28.3%	64.9%	63.4%	**-2.4%**
October	79.0%	77.1%	72.6%	76.2%	79.5%	**4.3%**
November	85.5%	84.7%	77.9%	86.0%		
December	81.9%	85.0%	79.8%	81.2%		
Total	85.1%	83.1%	80.8%	83.6%	85.4%	**2.4%**



AVERAGE DAILY RATE

	2015	2016	2017	2018	2019	% Chg
January	$265.04	$297.28	$278.88	$270.12	$280.09	**3.7%**
February	$310.51	$341.53	$315.91	$327.13	$339.81	**3.9%**
March	$340.90	$347.07	$323.75	$330.36	$347.45	**5.2%**
April	$281.11	$292.90	$287.87	$285.56	$295.51	**3.5%**
May	$248.05	$253.47	$245.47	$247.89	$246.27	**-0.7%**
June	$218.09	$219.34	$212.64	$221.63	$212.76	**-4.0%**
July	$226.10	$227.22	$224.00	$221.73	$212.22	**-4.3%**
August	$212.28	$204.02	$198.17	$201.15	$196.69	**-2.2%**
September	$191.38	$197.27	$188.62	$183.87	$173.37	**-5.7%**
October	$234.47	$239.49	$229.49	$231.88	$247.54	**6.8%**
November	$256.95	$246.00	$239.00	$243.89		
December	$280.76	$278.82	$270.22	$285.14		
Total	$ 257.84	$ 256.13	$ 256.74	$ 257.77	$ 259.38	**1.5%**



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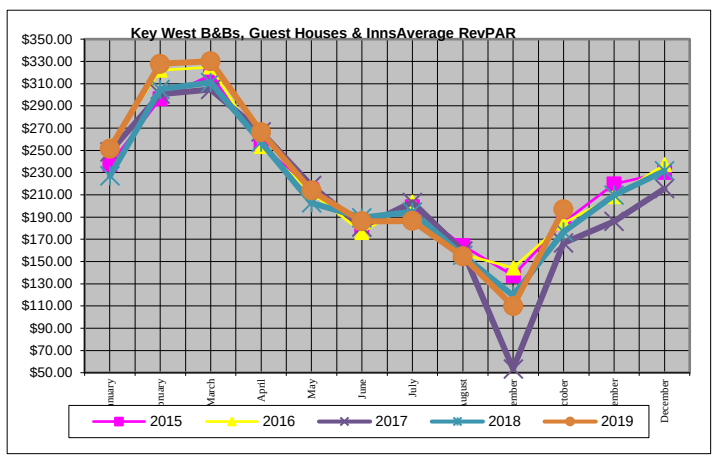
	2015	2016	2017	2018	2019	% Chg
January	$237.28	$254.06	$248.39	$227.04	$251.46	**10.8%**
February	$296.31	$321.92	$300.41	$304.91	$327.71	**7.5%**
March	$317.64	$324.84	$304.72	$310.99	$330.12	**6.2%**
April	$255.07	$253.32	$266.51	$257.08	$266.34	**3.6%**
May	$214.45	$212.12	$218.44	$202.64	$213.82	**5.5%**
June	$181.69	$176.20	$181.05	$189.40	$186.06	**-1.8%**
July	$199.17	$203.32	$203.26	$194.60	$186.32	**-4.3%**
August	$164.32	$156.41	$159.32	$155.51	$154.55	**-0.6%**
September	$137.36	$144.27	$53.40	$119.34	$109.84	**-8.0%**
October	$185.19	$184.64	$166.53	$176.68	$196.81	**11.4%**
November	$219.68	$208.48	$186.07	$209.67		
December	$230.05	$237.13	$215.62	$231.56		
Total	$219.52	$212.85	$207.48	$215.50	$221.55	**3.9%**



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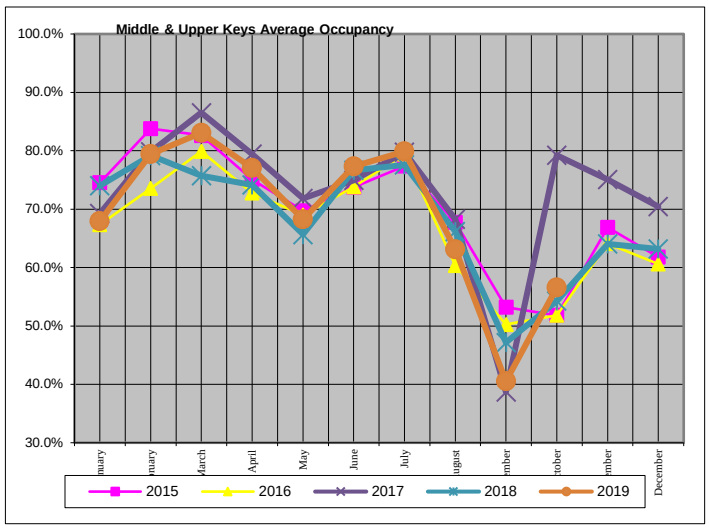
Source 2019 Smith Travel Research, Inc./STR Global, Ltd.

HISTORIC TREND REPORT	**MIDDLE & UPPER KEYS**
SMITH TRAVEL RESEARCH	11/21/2019

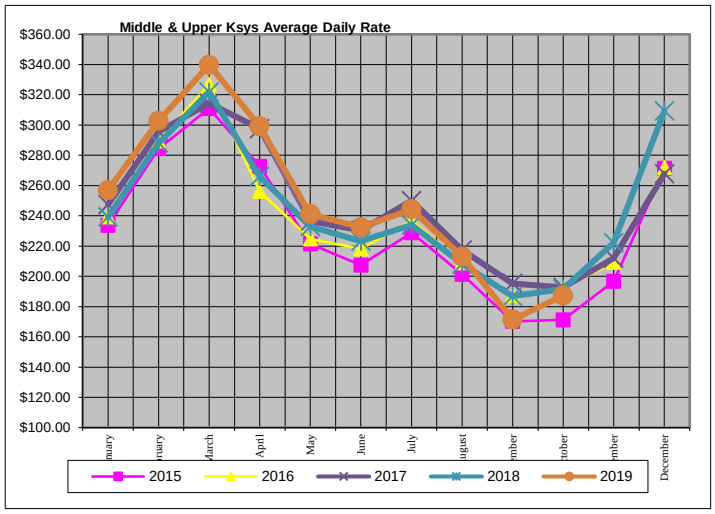
OCCUPANCY RATE

	2015	2016	2017	2018	2019	**% Chg**
January	74.5%	67.3%	69.3%	74.0%	68.0%	**-8.1%**
February	83.8%	73.5%	79.9%	79.2%	79.4%	**0.3%**
March	82.6%	79.9%	86.5%	75.7%	83.1%	**9.7%**
April	75.1%	72.8%	79.4%	74.1%	77.0%	**3.9%**
May	69.7%	69.0%	71.8%	65.7%	68.3%	**4.0%**
June	73.7%	73.8%	74.9%	76.7%	77.3%	**0.9%**
July	77.4%	79.4%	79.8%	77.6%	79.9%	**3.0%**
August	67.7%	60.3%	68.2%	66.1%	63.1%	**-4.6%**
September	53.2%	50.3%	38.7%	47.2%	40.5%	**-14.1%**
October	51.8%	51.8%	79.2%	54.3%	56.6%	**4.3%**
November	66.9%	64.1%	75.0%	64.0%		
December	61.8%	60.6%	70.4%	63.2%		
Total	70.7%	66.8%	72.9%	68.3%	68.8%	**0.4%**



AVERAGE DAILY RATE

	2015	2016	2017	2018	2019	**% Chg**
January	$233.79	$239.24	$247.38	$239.31	$256.95	**7.4%**
February	$284.42	$289.51	$295.56	$288.12	$302.79	**5.1%**
March	$311.02	$326.93	$314.46	$321.98	$339.84	**5.5%**
April	$272.74	$256.12	$297.65	$265.96	$299.13	**12.5%**
May	$221.41	$224.70	$236.49	$232.88	$241.17	**3.6%**
June	$207.53	$218.19	$230.44	$223.33	$232.46	**4.1%**
July	$228.83	$236.78	$249.98	$233.99	$244.29	**4.4%**
August	$201.23	$208.86	$217.31	$208.22	$213.03	**2.3%**
September	$170.22	$187.25	$195.33	$186.87	$171.44	**-8.3%**
October	$171.37	$192.40	$192.73	$191.61	$187.30	**-2.2%**
November	$196.85	$209.17	$211.93	$222.19		
December	$271.50	$271.88	$267.86	$309.42		
Total	$ 233.87	$ 242.65	$ 253.52	$ 249.44	$ 257.17	**6.4%**



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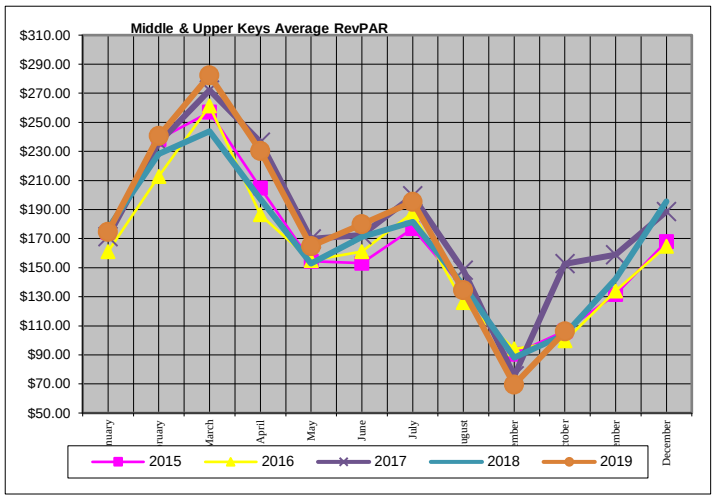
	2015	2016	2017	2018	2019	**% Chg**
January	$174.25	$161.12	$171.35	$177.05	$174.64	**-1.4%**
February	$238.31	$212.90	$236.01	$228.18	$240.50	**5.4%**
March	$257.00	$261.25	$272.09	$243.85	$282.31	**15.8%**
April	$204.75	$186.38	$236.47	$197.19	$230.39	**16.8%**
May	$154.34	$154.99	$169.87	$152.90	$164.70	**7.7%**
June	$153.00	$161.05	$172.62	$171.26	$179.79	**5.0%**
July	$177.05	$188.01	$199.39	$181.52	$195.20	**7.5%**
August	$136.28	$126.04	$148.29	$137.70	$134.42	**-2.4%**
September	$90.54	$94.10	$75.61	$88.14	$69.48	**-21.2%**
October	$106.35	$99.65	$152.69	$104.00	$106.02	**1.9%**
November	$131.63	$134.07	$159.03	$142.24		
December	$167.90	$164.73	$188.69	$195.48		
Total	$ 165.53	$ 162.08	$ 184.90	$ 170.43	$ 176.98	**6.9%**



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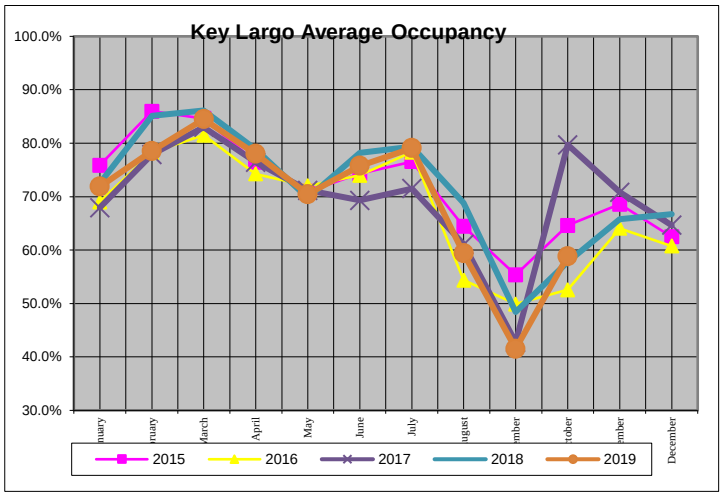
Source 2019 Smith Travel Research, Inc./STR Global, Ltd.

HISTORIC TREND REPORT | **Key Largo**
SMITH TRAVEL RESEARCH | 11/21/2019

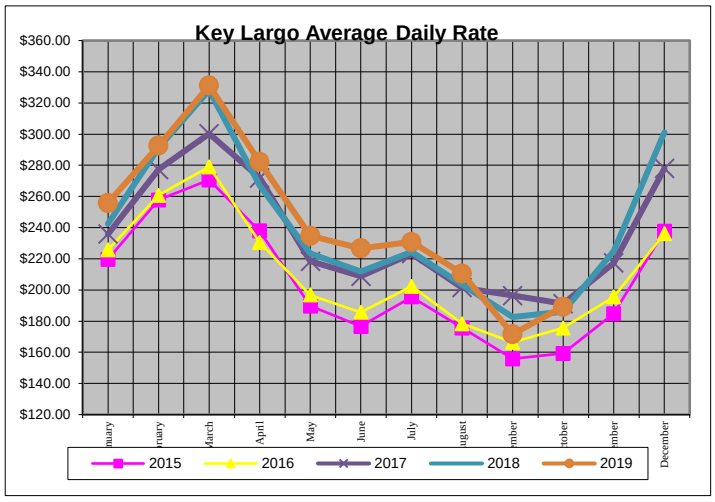
OCCUPANCY RATE

	2015	2016	2017	2018	2019	% Chg
January	75.9%	69.0%	67.9%	72.5%	71.9%	**-0.8%**
February	86.0%	78.3%	77.9%	85.1%	78.5%	**-7.7%**
March	84.7%	81.5%	83.0%	86.1%	84.5%	**-1.9%**
April	76.4%	74.3%	76.5%	78.9%	78.0%	**-1.1%**
May	71.0%	72.0%	71.2%	69.8%	70.4%	**0.9%**
June	74.3%	74.0%	69.3%	78.2%	75.8%	**-3.1%**
July	76.5%	78.3%	71.5%	79.4%	79.1%	**-0.3%**
August	64.5%	54.4%	61.1%	68.8%	59.4%	**-13.7%**
September	55.4%	49.9%	42.7%	48.4%	41.5%	**-14.2%**
October	64.6%	52.6%	79.7%	57.8%	58.8%	**1.9%**
November	68.6%	64.1%	70.8%	65.8%		
December	62.5%	60.8%	64.7%	66.7%		
Total	71.6%	66.9%	69.7%	71.4%	68.3%	**-5.7%**



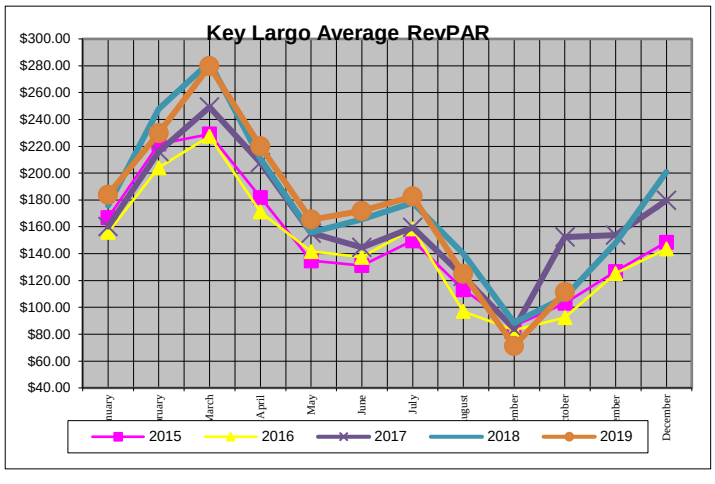
AVERAGE DAILY RATE

	2015	2016	2017	2018	2019	% Chg
January	$219.66	$225.72	$235.82	$242.60	$255.82	**5.5%**
February	$257.78	$260.72	$277.30	$291.23	$292.51	**0.4%**
March	$270.61	$279.05	$300.28	$328.16	$331.08	**0.9%**
April	$237.86	$230.49	$271.81	$267.06	$282.12	**5.6%**
May	$189.77	$196.73	$218.39	$223.40	$234.78	**5.1%**
June	$176.58	$185.61	$208.73	$211.83	$226.76	**7.0%**
July	$195.55	$202.34	$223.18	$224.37	$230.81	**2.9%**
August	$175.59	$178.38	$201.50	$203.40	$210.48	**3.5%**
September	$155.84	$166.37	$196.39	$182.63	$171.64	**-6.0%**
October	$159.32	$175.61	$191.16	$186.05	$189.19	**1.7%**
November	$184.82	$195.52	$217.28	$224.98		
December	$237.72	$236.07	$277.94	$301.23		
Total	$208.05	$215.77	$238.51	$248.97	$249.24	**3.3%**



RevPAR

	2015	2016	2017	2018	2019	% Chg
January	$166.72	$155.82	$160.20	$175.80	$183.89	**4.6%**
February	$221.66	$204.03	$216.00	$247.85	$229.73	**-7.3%**
March	$229.08	$227.49	$249.19	$282.64	$279.72	**-1.0%**
April	$181.84	$171.14	$207.85	$210.64	$220.03	**4.5%**
May	$134.72	$141.67	$155.47	$155.90	$165.38	**6.1%**
June	$131.16	$137.38	$144.69	$165.69	$171.81	**3.7%**
July	$149.69	$158.48	$159.57	$178.04	$182.53	**2.5%**
August	$113.17	$96.97	$123.07	$139.98	$124.99	**-10.7%**
September	$86.27	$83.04	$83.93	$88.42	$71.29	**-19.4%**
October	$102.96	$92.34	$152.35	$107.45	$111.32	**3.6%**
November	$126.75	$125.27	$153.87	$148.05		
December	$148.52	$143.43	$179.72	$200.94		
Total	$ 148.98	$ 144.30	$ 166.28	$ 177.66	$ 170.14	**-2.6%**



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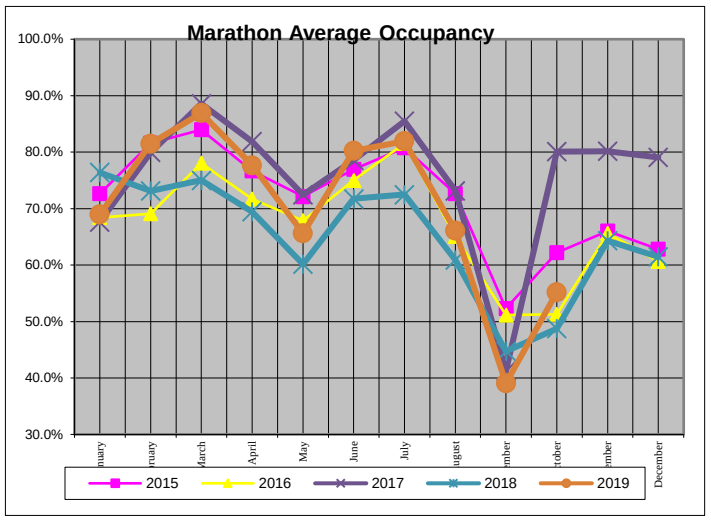
Source 2019 Smith Travel Research, Inc./STR Global, Ltd.

HISTORIC TREND REPORT
SMITH TRAVEL RESEARCH

Marathon
11/21/2019

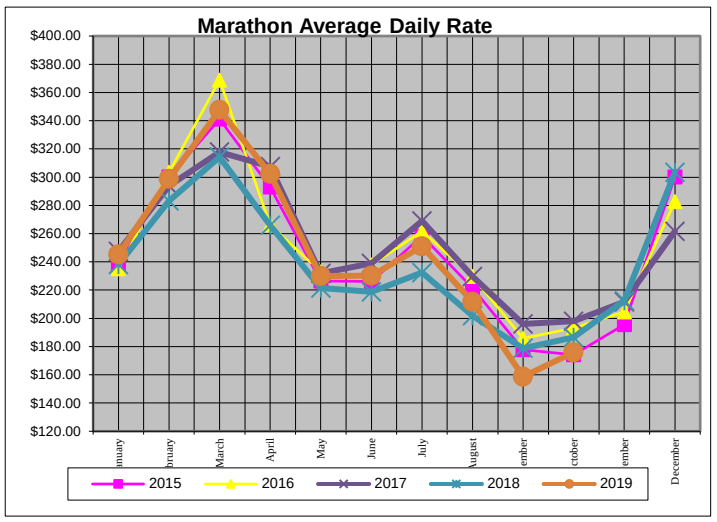
OCCUPANCY RATE

	2015	2016	2017	2018	2019	% Chg
January	72.7%	68.4%	67.6%	76.4%	68.9%	**-9.7%**
February	81.6%	69.1%	80.0%	73.2%	81.5%	**11.4%**
March	84.0%	78.0%	88.6%	75.0%	86.9%	**15.9%**
April	76.7%	71.7%	81.9%	69.4%	77.7%	**11.9%**
May	72.1%	67.9%	72.4%	60.1%	65.6%	**9.0%**
June	77.0%	75.0%	78.6%	71.7%	80.2%	**11.9%**
July	80.7%	81.5%	85.5%	72.5%	81.9%	**13.0%**
August	72.6%	65.0%	73.2%	60.9%	66.1%	**8.5%**
September	52.3%	51.2%	41.2%	44.7%	39.1%	**-12.6%**
October	62.2%	51.3%	80.1%	48.7%	55.1%	**13.1%**
November	66.0%	65.6%	80.1%	64.3%		
December	62.8%	60.6%	79.1%	61.5%		
Total	72.0%	67.2%	75.9%	64.5%	69.6%	**8.2%**



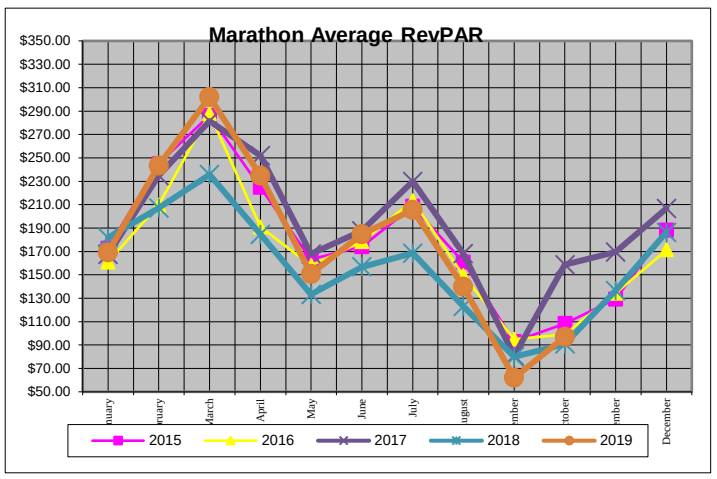
AVERAGE DAILY RATE

	2015	2016	2017	2018	2019	% Chg
January	$237.94	$235.18	$247.56	$238.12	$245.33	**3.0%**
February	$300.26	$303.47	$293.82	$283.27	$298.81	**5.5%**
March	$341.09	$368.82	$317.78	$314.23	$347.56	**10.6%**
April	$293.07	$266.39	$307.53	$266.02	$302.34	**13.7%**
May	$226.29	$232.89	$231.91	$221.42	$230.02	**3.9%**
June	$226.25	$237.94	$239.05	$218.67	$230.24	**5.3%**
July	$258.35	$261.54	$268.91	$232.43	$250.93	**8.0%**
August	$221.62	$229.69	$229.76	$201.89	$211.77	**4.9%**
September	$177.81	$185.80	$196.01	$178.74	$158.73	**-11.2%**
October	$174.18	$193.13	$197.99	$186.52	$175.83	**-5.7%**
November	$195.65	$204.47	$211.68	$212.39		
December	$300.20	$282.79	$261.71	$303.39		
Total	$ 249.21	$ 254.19	$ 258.75	$ 241.94	$ 255.77	**8.0%**



RevPAR

	2015	2016	2017	2018	2019	% Chg
January	$172.87	$160.85	$167.40	$181.87	$169.12	**-7.0%**
February	$245.02	$209.61	$234.92	$207.21	$243.50	**17.5%**
March	$286.36	$287.86	$281.49	$235.69	$302.04	**28.2%**
April	$224.74	$191.02	$251.84	$184.66	$234.79	**27.1%**
May	$163.23	$158.10	$167.98	$133.18	$150.86	**13.3%**
June	$174.11	$178.47	$187.78	$156.84	$184.76	**17.8%**
July	$208.61	$213.25	$229.94	$168.45	$205.52	**22.0%**
August	$160.93	$149.41	$168.09	$122.95	$139.94	**13.8%**
September	$93.02	$95.04	$80.81	$79.93	$62.02	**-22.4%**
October	$108.37	$99.05	$158.53	$90.90	$96.95	**6.7%**
November	$129.19	$134.14	$169.63	$136.57		
December	$188.39	$171.36	$206.91	$186.44		
Total	$177.33	$179.34	$170.90	$196.45	$178.06	**16.8%**



Prior year performance numbers may be updated with current data due to new participants providing their historic information and/or past participants providing updated prior year performance numbers.

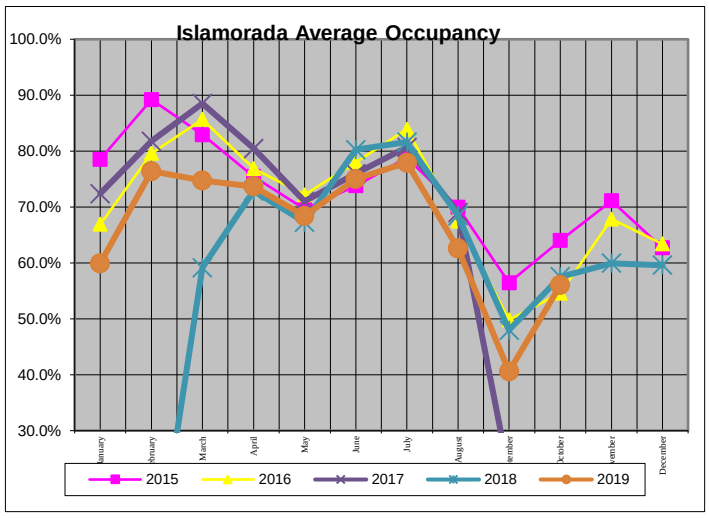
Source 2019 Smith Travel Research, Inc./STR Global, Ltd.

HISTORIC TREND REPORT
SMITH TRAVEL RESEARCH

Islamorada
11/21/2019

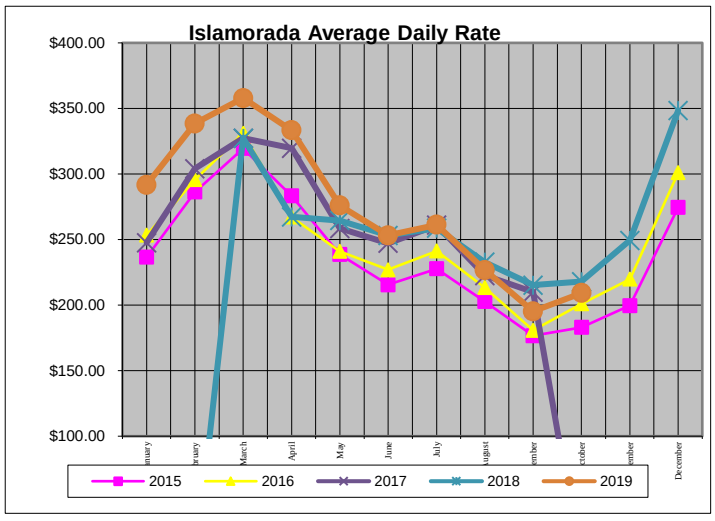
OCCUPANCY RATE

	2015	2016	2017	2018	2019	% Chg
January	78.5%	66.9%	72.4%	*	59.9%	*
February	89.2%	79.6%	81.8%	*	76.4%	*
March	82.9%	85.7%	88.5%	59.2%	74.7%	**26.3%**
April	75.5%	76.9%	80.5%	72.9%	73.7%	**1.1%**
May	69.7%	72.2%	71.0%	67.3%	68.4%	**1.6%**
June	73.8%	78.0%	76.0%	80.2%	75.0%	**-6.5%**
July	78.8%	83.9%	80.7%	81.6%	77.9%	**-4.5%**
August	69.9%	67.5%	69.0%	68.4%	62.6%	**-8.6%**
September	56.4%	49.8%	22.3%	48.0%	40.6%	**-15.4%**
October	64.0%	54.6%	*	57.5%	56.0%	*
November	71.1%	67.8%	*	59.9%		*
December	62.7%	63.4%	*	59.6%		*
Total	72.5%	70.9%	71.4%	*	67.4%	*



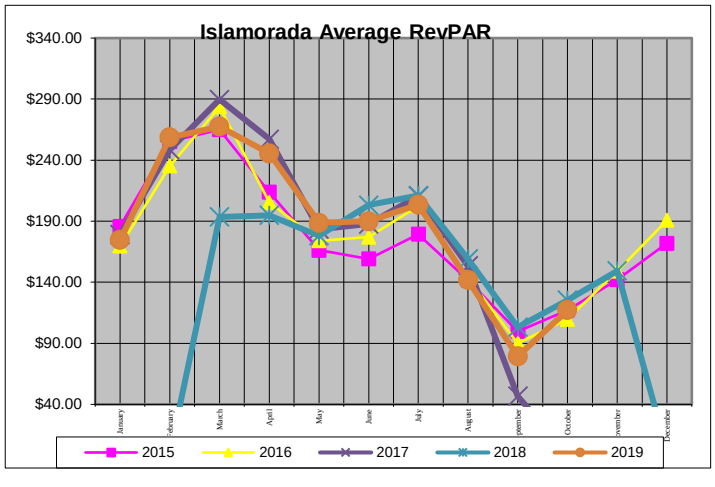
AVERAGE DAILY RATE

	2015	2016	2017	2018	2019	% Chg
January	$236.55	$253.33	$247.61	*	$291.69	*
February	$286.20	$295.59	$303.97	*	$338.49	*
March	$319.42	$330.99	$327.35	$327.22	$357.94	**9.4%**
April	$283.29	$267.15	$319.59	$267.33	$333.25	**24.7%**
May	$238.66	$241.00	$258.39	$264.50	$275.94	**4.3%**
June	$215.59	$226.98	$247.13	$253.21	$253.20	**0.0%**
July	$227.73	$241.29	$260.97	$258.59	$261.23	**1.0%**
August	$202.73	$213.29	$222.59	$232.75	$226.71	**-2.6%**
September	$176.66	$180.73	$209.89	$215.27	$195.27	**-9.3%**
October	$182.99	$200.99	*	$217.89	$209.17	*
November	$199.69	$219.84	*	$249.30		*
December	$274.46	$300.93	*	$348.32		*
Total	$239.87	$252.83	$241.78		$281.38	*



RevPAR

	2015	2016	2017	2018	2019	% Chg
January	$185.81	$169.55	$179.25	*	$174.72	*
February	$255.33	$235.29	$248.55	*	$258.69	*
March	$264.92	$283.57	$289.76	$193.57	$267.50	**38.2%**
April	$213.75	$205.40	$257.18	$194.81	$245.54	**26.0%**
May	$166.24	$173.99	$183.44	$178.02	$188.69	**6.0%**
June	$159.11	$177.01	$187.76	$203.19	$189.94	**-6.5%**
July	$179.46	$202.42	$210.55	$211.05	$203.58	**-3.5%**
August	$141.79	$143.99	$153.56	$159.24	$141.82	**-10.9%**
September	$99.72	$90.02	$46.75	$103.27	$79.25	**-23.3%**
October	$117.14	$109.72	*	$125.36	$117.18	*
November	$142.01	$149.13	*	$149.45		*
December	$171.96	$190.69	*	207.7%		*
Total	$173.83	$179.22	$172.56		$189.59	*



*** Islamorada did not have enough properties submit for STR to have sufficient data to report on**

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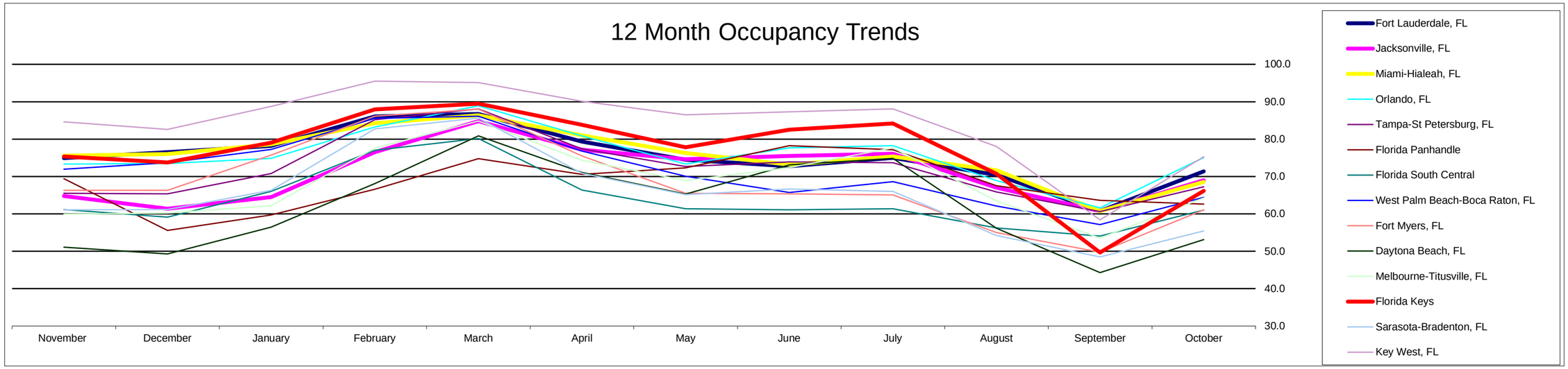
Source 2019 Smith Travel Research, Inc./STR Global, Ltd.

Florida Markets Comparison

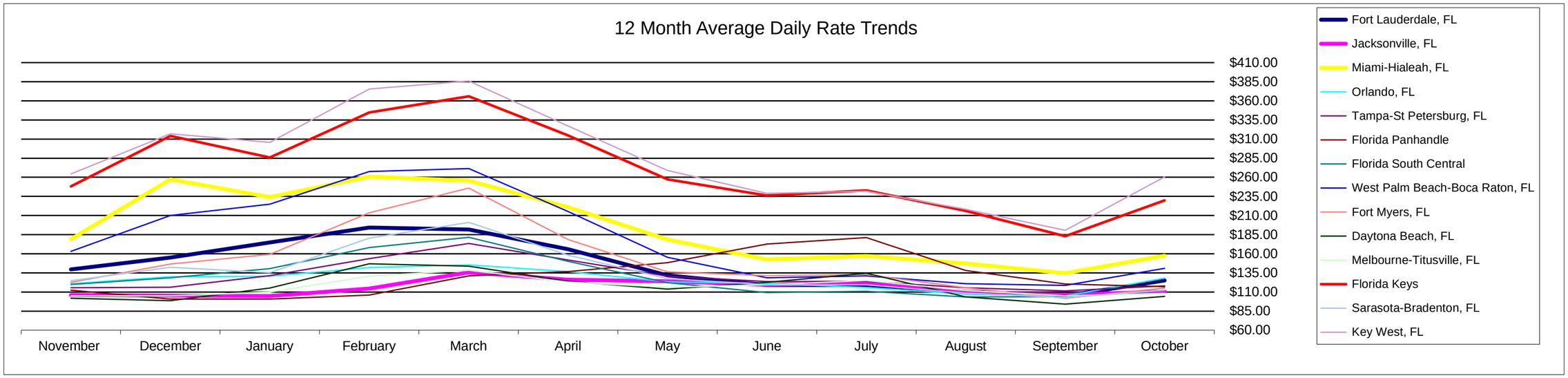


Occupancy										2019	2018	
	October	September	August	July	June	May	April	March	February	January	December	November
Fort Lauderdale, FL	71.3	60.8	70.4	75.0	72.7	74.4	79.3	86.7	86.1	78.1	76.5	74.9
Jacksonville, FL	68.9	60.7	67.0	76.1	75.5	74.6	77.1	84.8	76.5	64.5	61.4	64.8
Miami-Hialeah, FL	68.6	60.7	71.7	75.4	73.1	76.3	81.0	86.4	84.3	78.6	76.0	75.6
Orlando, FL	75.1	61.6	68.9	78.2	77.7	73.3	80.8	88.9	83.3	74.9	73.5	73.3
Tampa-St Petersburg, FL	67.3	60.6	65.9	73.7	73.9	72.7	77.3	88.1	85.2	70.8	65.3	65.5
Florida Panhandle	62.6	63.6	67.5	77.1	78.2	72.3	70.6	74.8	66.6	59.7	55.6	69.4
Florida South Central	61.0	54.1	56.2	61.4	61.1	61.3	66.4	80.1	77.0	66.0	59.1	61.1
st Palm Beach-Boca Raton	64.4	57.1	62.1	68.6	65.7	70.0	76.8	86.1	85.6	77.2	73.7	72.0
Fort Myers, FL	61.1	49.7	55.0	65.1	65.3	65.5	75.5	88.0	86.1	75.7	66.3	66.3
Daytona Beach, FL	53.1	44.3	56.1	74.9	73.1	65.3	71.0	80.9	68.1	56.4	49.3	51.1
Melbourne-Titusville, FL	64.2	53.5	63.5	77.6	72.3	68.9	74.3	84.8	77.6	62.1	60.2	59.9
Florida Keys	66.2	49.7	70.7	84.1	82.5	77.8	83.8	89.5	87.9	79.0	73.8	75.4
Sarasota-Bradenton, FL	55.5	48.5	54.2	66.0	66.6	65.1	70.8	85.6	82.7	66.3	61.2	61.1
Key West, FL	75.3	58.4	78.0	88.1	87.3	86.5	90.1	95.1	95.5	88.7	82.6	84.6

Year to Date Occupancy												
	October	September	August	July	June	May	April	March	February	January	December	November
Fort Lauderdale, FL	75.5	75.9	77.8	78.8	79.5	80.8	82.5	83.5	81.9	78.1	76.9	76.9
Jacksonville, FL	72.5	73.0	74.5	75.6	75.4	75.4	75.7	75.2	70.2	64.5	72.2	73.2
Miami-Hialeah, FL	75.4	76.2	78.2	79.2	79.8	81.2	82.4	83.0	81.3	78.6	76.7	76.7
Orlando, FL	76.1	76.2	78.1	79.4	79.6	80.0	81.7	82.3	78.8	74.9	77.5	77.9
Tampa-St Petersburg, FL	73.3	74.0	75.7	77.2	77.9	78.7	80.2	81.2	77.6	70.8	71.3	71.9
Florida Panhandle	69.2	70.0	70.8	71.3	70.3	68.7	67.9	67.0	63.0	59.7	65.7	66.5
Florida South Central	64.4	64.7	66.1	67.5	68.6	70.1	72.3	74.3	71.3	66.0	64.9	65.5
st Palm Beach-Boca Raton	71.3	72.1	74.0	75.7	76.5	79.0	81.3	82.9	81.2	77.2	73.0	72.9
Fort Myers, FL	68.6	69.5	71.9	74.3	75.9	78.0	81.3	83.2	80.7	75.7	68.9	69.1
Daytona Beach, FL	64.2	65.5	68.2	70.0	69.1	68.3	69.1	68.5	62.0	56.4	63.2	64.5
Melbourne-Titusville, FL	69.9	70.5	72.6	73.9	73.3	73.5	74.7	74.8	69.5	62.1	68.7	69.5
Florida Keys	76.9	78.1	81.6	83.3	83.2	83.3	84.8	84.9	82.4	79.0	77.2	77.5
Sarasota-Bradenton, FL	65.7	67.1	69.5	71.7	72.7	73.9	76.2	78.0	74.1	66.3	65.1	65.5
Key West, FL	84.3	85.3	88.6	90.1	90.4	91.1	92.2	93.0	91.9	88.7	83.9	84.1

ıith Travel Research, Inc./STR Global, Ltd.

Florida Markets Comparison



Average Daily Rate

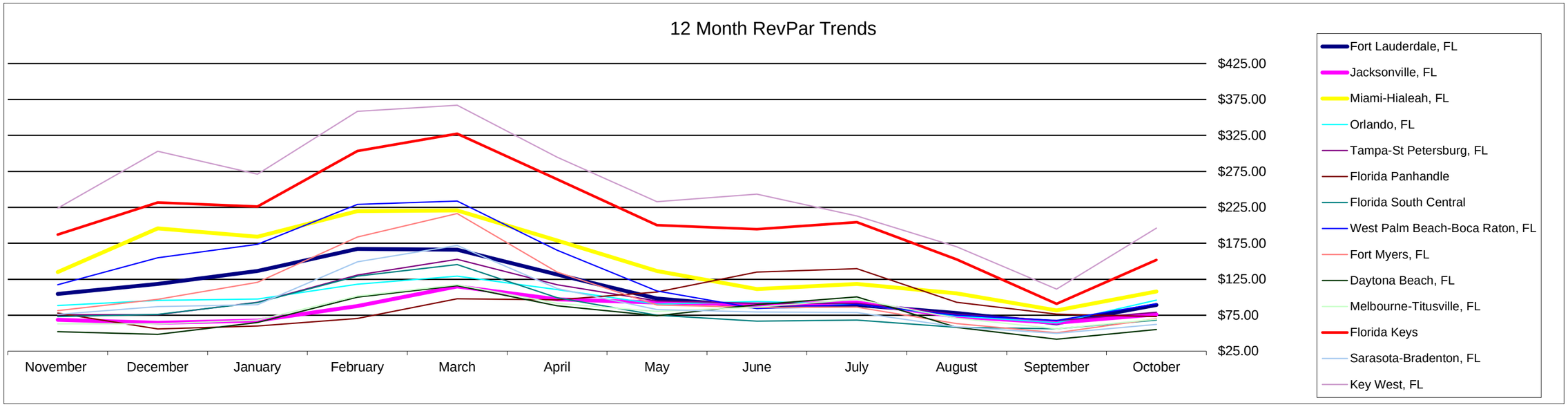
	October	September	August	July	June	May	April	March	February	January	December	November
Fort Lauderdale, FL	$ 125.08	$ 104.89	$ 110.72	$ 119.07	$ 119.21	$ 131.93	$ 166.02	$ 191.74	$ 194.27	$ 174.69	$ 154.92	$ 139.55
Jacksonville, FL	$ 110.46	$ 106.38	$ 108.99	$ 121.98	$ 119.40	$ 123.97	$ 125.97	$ 135.70	$ 114.61	$ 104.79	$ 105.33	$ 106.00
Miami-Hialeah, FL	$ 157.52	$ 134.59	$ 147.25	$ 157.32	$ 152.48	$ 178.84	$ 220.90	$ 255.61	$ 260.89	$ 234.16	$ 257.48	$ 178.92
Orlando, FL	$ 128.08	$ 104.78	$ 107.04	$ 115.82	$ 121.25	$ 123.14	$ 136.71	$ 145.52	$ 141.87	$ 130.53	$ 130.01	$ 120.71
Tampa-St Petersburg, FL	$ 117.94	$ 111.46	$ 115.38	$ 124.07	$ 123.72	$ 130.67	$ 151.78	$ 173.48	$ 153.65	$ 131.58	$ 116.31	$ 115.60
Florida Panhandle	$ 116.88	$ 120.63	$ 138.07	$ 181.18	$ 172.53	$ 148.40	$ 136.78	$ 130.95	$ 106.16	$ 100.85	$ 100.71	$ 112.45
Florida South Central	$ 112.05	$ 103.98	$ 103.48	$ 111.03	$ 109.27	$ 122.08	$ 150.02	$ 181.52	$ 168.09	$ 140.60	$ 128.65	$ 119.85
West Palm Beach-Boca R	$ 141.04	$ 118.63	$ 120.99	$ 131.09	$ 128.51	$ 155.32	$ 215.24	$ 271.45	$ 267.59	$ 224.94	$ 209.91	$ 162.99
Fort Myers, FL	$ 115.19	$ 101.72	$ 115.45	$ 132.65	$ 131.54	$ 136.18	$ 178.68	$ 245.91	$ 213.46	$ 159.40	$ 146.48	$ 122.75
Daytona Beach, FL	$ 104.16	$ 94.10	$ 103.52	$ 134.41	$ 122.75	$ 113.68	$ 124.07	$ 143.58	$ 146.89	$ 115.17	$ 98.64	$ 101.87
Melbourne-Titusville, FL	$ 108.29	$ 105.07	$ 112.01	$ 125.17	$ 119.33	$ 116.37	$ 122.92	$ 138.44	$ 130.77	$ 109.86	$ 105.02	$ 104.99
Florida Keys	$ 229.83	$ 182.99	$ 215.90	$ 242.98	$ 236.04	$ 257.29	$ 314.82	$ 365.93	$ 344.81	$ 286.05	$ 314.05	$ 248.31
Sarasota-Bradenton, FL	$ 112.42	$ 102.68	$ 108.52	$ 119.50	$ 119.33	$ 127.45	$ 158.29	$ 201.01	$ 180.61	$ 135.14	$ 142.25	$ 124.71
Key West, FL	$ 260.44	$ 190.67	$ 218.13	$ 241.88	$ 238.99	$ 268.99	$ 327.16	$ 385.96	$ 375.63	$ 305.62	$ 317.02	$ 264.40

Year to Date Average Daily Rate

	October	September	August	July	June	May	April	March	February	January	December	November
Fort Lauderdale, FL	$ 146.25	$ 148.74	$ 152.91	$ 158.37	$ 164.61	$ 172.64	$ 182.02	$ 187.09	$ 184.47	$ 174.69	$ 148.81	$ 147.96
Jacksonville, FL	$ 118.10	$ 118.92	$ 120.18	$ 121.63	$ 121.58	$ 121.97	$ 121.45	$ 119.85	$ 109.84	$ 104.79	$ 114.23	$ 114.93
Miami-Hialeah, FL	$ 192.31	$ 196.01	$ 202.34	$ 209.76	$ 218.26	$ 230.18	$ 242.63	$ 250.11	$ 247.18	$ 234.16	$ 199.35	$ 193.97
Orlando, FL	$ 126.23	$ 126.01	$ 128.13	$ 130.81	$ 133.41	$ 135.87	$ 138.86	$ 139.78	$ 136.29	$ 130.53	$ 127.32	$ 127.08
Tampa-St Petersburg, FL	$ 134.92	$ 136.71	$ 139.24	$ 142.30	$ 145.28	$ 149.34	$ 153.73	$ 154.48	$ 143.08	$ 131.58	$ 130.07	$ 131.25
Florida Panhandle	$ 137.50	$ 139.69	$ 141.86	$ 142.39	$ 135.00	$ 126.20	$ 120.03	$ 114.13	$ 103.53	$ 100.85	$ 125.68	$ 127.47
Florida South Central	$ 133.06	$ 135.31	$ 138.50	$ 142.78	$ 147.67	$ 154.38	$ 161.36	$ 164.69	$ 154.80	$ 140.60	$ 129.92	$ 129.95
West Palm Beach-Boca R	$ 184.08	$ 188.56	$ 195.22	$ 204.13	$ 214.61	$ 229.53	$ 246.03	$ 255.29	$ 246.29	$ 224.94	$ 182.86	$ 180.27
Fort Myers, FL	$ 160.35	$ 164.82	$ 170.14	$ 175.85	$ 182.12	$ 190.53	$ 201.46	$ 208.33	$ 186.79	$ 159.40	$ 155.90	$ 156.79
Daytona Beach, FL	$ 122.43	$ 124.12	$ 126.53	$ 129.25	$ 128.28	$ 129.46	$ 133.34	$ 136.56	$ 131.74	$ 115.17	$ 118.87	$ 120.31
Melbourne-Titusville, FL	$ 119.95	$ 121.16	$ 122.63	$ 123.96	$ 123.74	$ 124.60	$ 126.57	$ 127.78	$ 120.94	$ 109.86	$ 116.41	$ 117.34
Florida Keys	$ 274.27	$ 278.50	$ 285.42	$ 293.93	$ 302.65	$ 316.01	$ 329.89	$ 334.15	$ 316.04	$ 286.05	$ 268.49	$ 264.09
Sarasota-Bradenton, FL	$ 140.75	$ 143.49	$ 147.00	$ 151.24	$ 156.22	$ 162.98	$ 171.23	$ 175.04	$ 159.24	$ 135.14	$ 144.77	$ 145.00
Key West, FL	$ 287.25	$ 289.88	$ 297.75	$ 307.54	$ 318.49	$ 333.49	$ 349.09	$ 356.15	$ 340.14	$ 305.62	$ 280.38	$ 276.88

Source 2019 Smith Travel Research, Inc./STR Global, Ltd.

Florida Markets Comparison



RevPAR	October	September	August	July	June	May	April	March	February	January	December	November
Fort Lauderdale, FL	$89.24	$63.72	$77.95	$89.28	$86.70	$98.22	$131.69	$166.27	$167.25	$136.51	$118.55	$104.50
Jacksonville, FL	$76.16	$64.60	$73.03	$92.79	$90.15	$92.52	$97.17	$115.05	$87.64	$67.57	$64.64	$68.66
Miami-Hialeah, FL	$108.00	$81.73	$105.54	$118.56	$111.54	$136.43	$178.95	$220.74	$219.87	$184.04	$195.70	$135.20
Orlando, FL	$96.12	$64.55	$73.78	$90.60	$94.18	$90.31	$110.52	$129.38	$118.13	$97.72	$95.52	$88.52
Tampa-St Petersburg, FL	$79.33	$67.55	$76.02	$91.43	$91.39	$94.97	$117.39	$152.78	$130.94	$93.11	$75.98	$75.73
Florida Panhandle	$73.15	$76.72	$93.19	$139.76	$134.98	$107.27	$96.55	$97.91	$70.72	$60.23	$55.96	$78.06
Florida South Central	$68.33	$56.21	$58.18	$68.12	$66.74	$74.89	$99.57	$145.48	$129.48	$92.84	$76.03	$73.27
West Palm Beach-Boca R	$90.87	$67.76	$75.12	$89.97	$84.43	$108.77	$165.26	$233.75	$228.97	$173.68	$154.72	$117.29
Fort Myers, FL	$70.34	$50.60	$63.49	$86.32	$85.91	$89.14	$134.86	$216.43	$183.83	$120.72	$97.08	$81.38
Daytona Beach, FL	$55.35	$41.67	$58.10	$100.62	$89.71	$74.18	$88.15	$116.10	$100.05	$65.00	$48.60	$52.05
Melbourne-Titusville, FL	$69.57	$56.24	$71.07	$97.19	$86.32	$80.19	$91.39	$117.44	$101.49	$68.25	$63.22	$62.91
Florida Keys	$152.08	$90.87	$152.71	$204.44	$194.71	$200.15	$263.95	$327.41	$303.24	$226.00	$231.67	$187.16
Sarasota-Bradenton, FL	$62.34	$49.78	$58.80	$78.84	$79.52	$83.01	$112.12	$172.09	$149.38	$89.61	$87.01	$76.14
Key West, FL	$196.20	$111.36	$170.19	$213.02	$243.38	$232.76	$294.80	$367.03	$358.55	$271.05	$303.02	$223.72

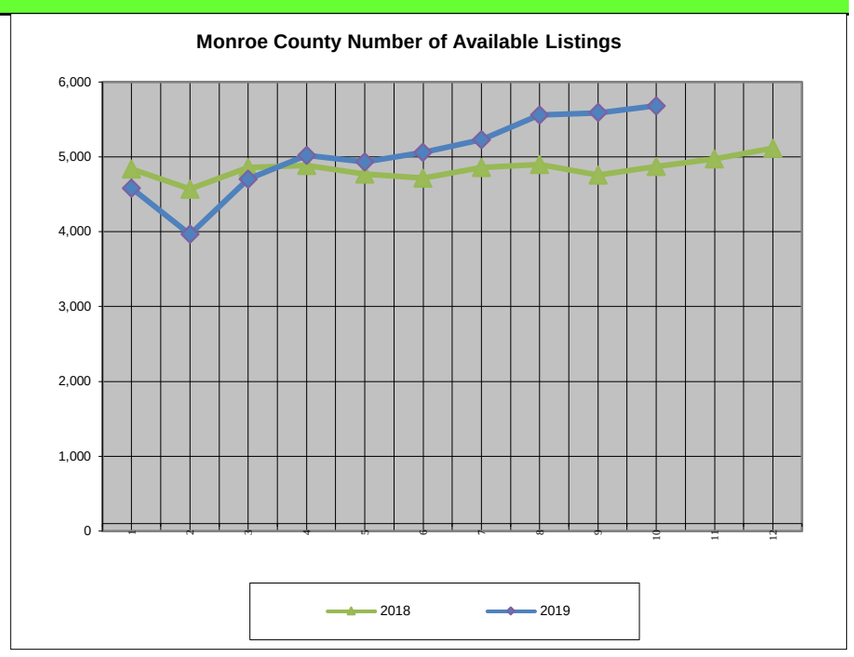
Year to date RevPAR	October	September	August	July	June	May	April	March	February	January	December	November
Fort Lauderdale, FL	$110.37	$112.90	$118.92	$124.87	$130.87	$139.55	$150.11	$156.27	$151.09	$136.51	$114.39	$113.80
Jacksonville, FL	$85.67	$86.76	$89.49	$91.89	$91.73	$92.02	$91.91	$90.13	$77.07	$67.57	$82.50	$84.17
Miami-Hialeah, FL	$145.09	$149.29	$158.32	$166.16	$174.27	$186.86	$199.95	$207.66	$200.84	$184.04	$152.81	$148.83
Orlando, FL	$96.07	$96.06	$100.03	$103.91	$106.24	$108.67	$113.45	$114.99	$107.39	$97.72	$98.68	$98.98
Tampa-St Petersburg, FL	$98.94	$101.20	$105.43	$109.92	$113.14	$117.49	$123.36	$125.48	$111.05	$93.11	$92.73	$94.33
Florida Panhandle	$95.10	$97.77	$100.44	$101.53	$94.90	$86.71	$81.45	$76.47	$65.22	$60.23	$82.54	$84.81
Florida South Central	$85.64	$87.59	$91.50	$96.40	$101.27	$108.18	$116.69	$122.43	$110.30	$92.84	$84.36	$85.10
West Palm Beach-Boca R	$131.26	$135.97	$144.39	$154.53	$164.25	$181.34	$200.13	$211.56	$199.92	$173.68	$133.42	$131.41
Fort Myers, FL	$110.04	$114.51	$122.35	$130.74	$138.26	$148.66	$163.74	$173.37	$150.67	$120.72	$107.43	$108.39
Daytona Beach, FL	$78.65	$81.35	$86.27	$90.41	$88.65	$88.44	$92.15	$93.52	$81.64	$65.00	$75.16	$77.64
Melbourne-Titusville, FL	$83.79	$85.41	$89.01	$91.64	$90.68	$91.55	$94.50	$95.53	$84.03	$68.25	$80.02	$81.61
Florida Keys	$210.81	$217.44	$232.93	$244.72	$251.68	$263.25	$279.75	$283.57	$260.54	$226.00	$207.17	$204.71
Sarasota-Bradenton, FL	$92.47	$96.34	$102.09	$108.42	$113.53	$120.40	$130.53	$136.61	$117.97	$89.61	$94.24	$94.94
Key West, FL	$242.26	$247.38	$263.75	$277.07	$288.04	$303.71	$322.01	$331.15	$312.58	$271.05	$235.35	$232.82

HISTORIC TREND REPORT - COUNTY & DISTRICT **MONROE COUNTY** **H.2**
AIRBNB **11/21/2019**

Source 2019 AirDNA Market Summary Report

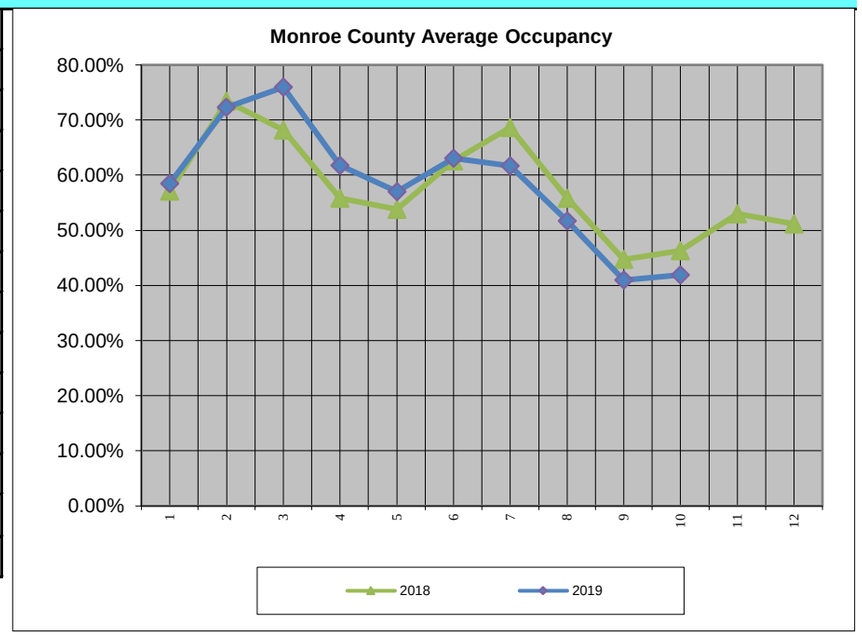
NUMBER OF AVAILABLE LISTINGS

	2018	2019			% Chg
January	4,839	4,583			**-5.3%**
February	4,571	3,964			**-13.3%**
March	4,857	4,703			**-3.2%**
April	4,883	5,022			**2.8%**
May	4,768	4,933			**3.5%**
June	4,716	5,062			**7.3%**
July	4,856	5,231			**7.7%**
August	4,897	5,559			**13.5%**
September	4,759	5,590			**17.5%**
October	4,871	5,683			**16.7%**
November	4,971				
December	5,116				



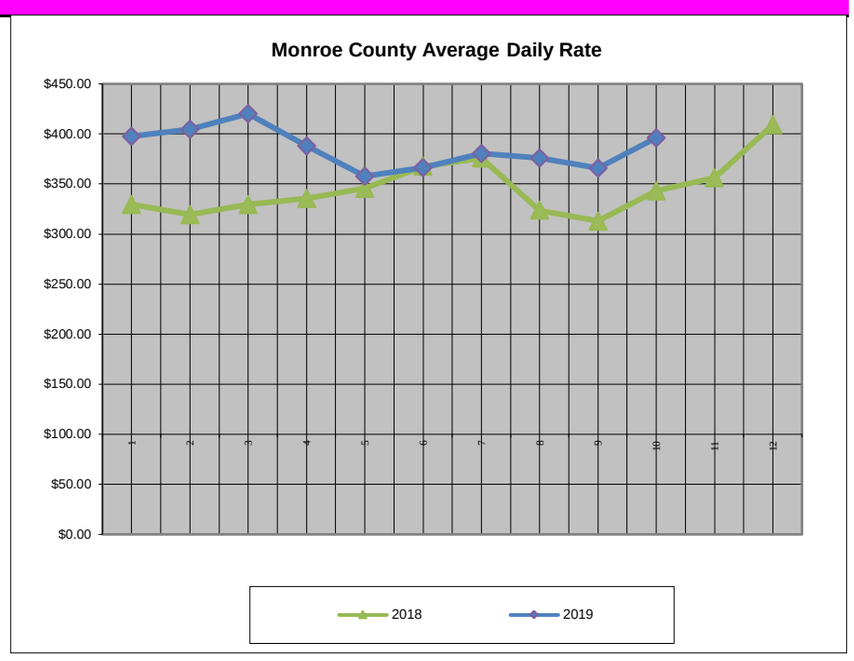
OCCUPANCY RATE

	2018	2019			% Chg
January	57.1%	58.4%			**2.3%**
February	73.4%	72.3%			**-1.4%**
March	68.2%	75.9%			**11.4%**
April	55.8%	61.8%			**10.7%**
May	53.8%	57.1%			**6.0%**
June	62.6%	63.1%			**0.7%**
July	68.7%	61.7%			**-10.1%**
August	55.8%	51.7%			**-7.3%**
September	44.7%	41.0%			**-8.4%**
October	46.3%	41.9%			**-9.6%**
November	52.9%				
December	51.2%				



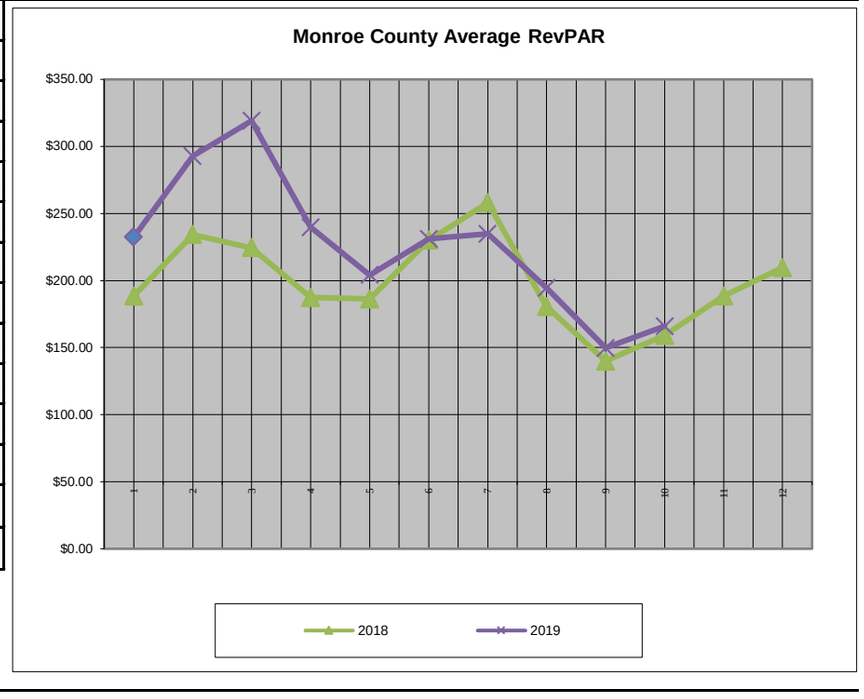
AVERAGE DAILY RATE

	2018	2019			% Chg
January	$329.73	$397.43			**20.5%**
February	$319.25	$404.72			**26.8%**
March	$329.41	$420.16			**27.5%**
April	$335.82	$388.15			**15.6%**
May	$345.76	$357.83			**3.5%**
June	$367.61	$366.42			**-0.3%**
July	$375.81	$380.55			**1.3%**
August	$323.74	$376.13			**16.2%**
September	$313.10	$365.75			**16.8%**
October	$343.18	$396.19			**15.4%**
November	$356.30				
December	$409.16				



RevPAR

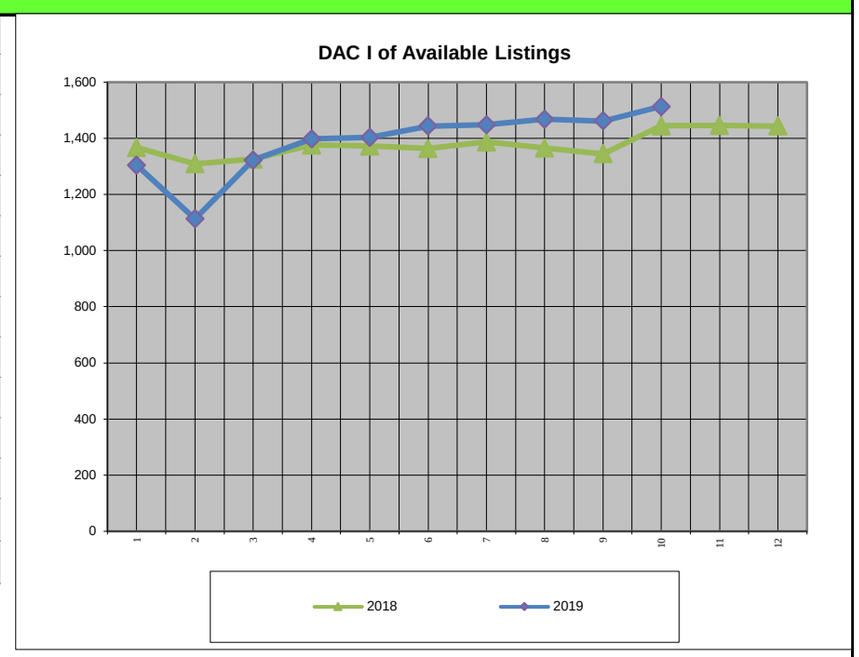
	2018	2019			% Chg
January	$188.40	$232.30			**23.3%**
February	$234.30	$292.79			**25.0%**
March	$224.50	$319.10			**42.1%**
April	$187.42	$239.76			**27.9%**
May	$186.17	$204.16			**9.7%**
June	$230.14	$231.05			**0.4%**
July	$258.05	$234.88			**-9.0%**
August	$180.73	$194.58			**7.7%**
September	$139.97	$149.81			**7.0%**
October	$159.04	$165.95			**4.3%**
November	$188.65				
December	$209.46				



HISTORIC TREND REPORT **DAC I**
AIRBNB 11/21/2019

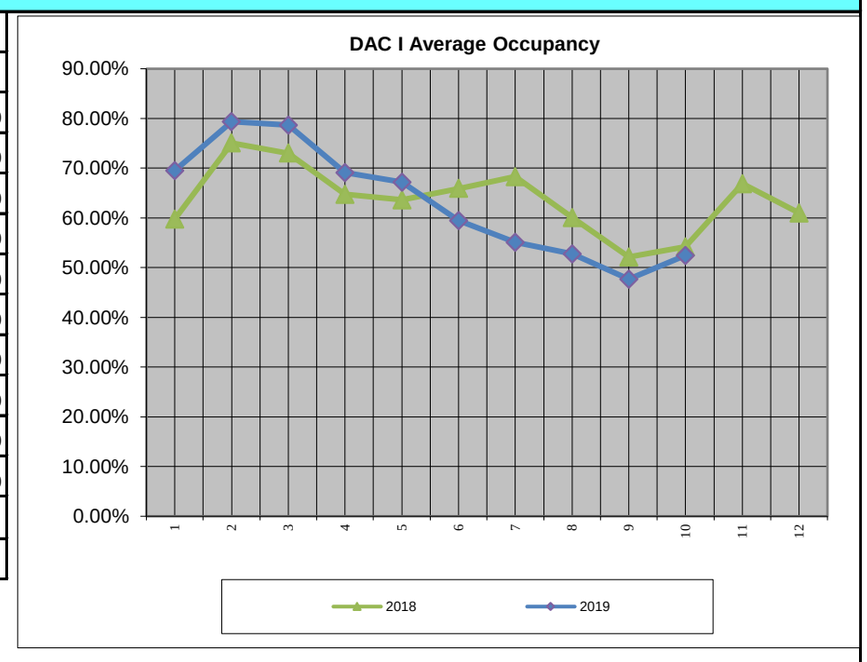
NUMBER OF AVAILABLE LISTINGS

	2018	2019	% Chg
January	1,368	1,305	**-4.6%**
February	1,309	1,113	**-15.0%**
March	1,326	1,323	**-0.2%**
April	1,376	1,398	**1.6%**
May	1,373	1,403	**2.2%**
June	1,364	1,444	**5.9%**
July	1,388	1,449	**4.4%**
August	1,365	1,469	**7.6%**
September	1,345	1,462	**8.7%**
October	1,445	1,514	**4.8%**
November	1,446		
December	1,444		



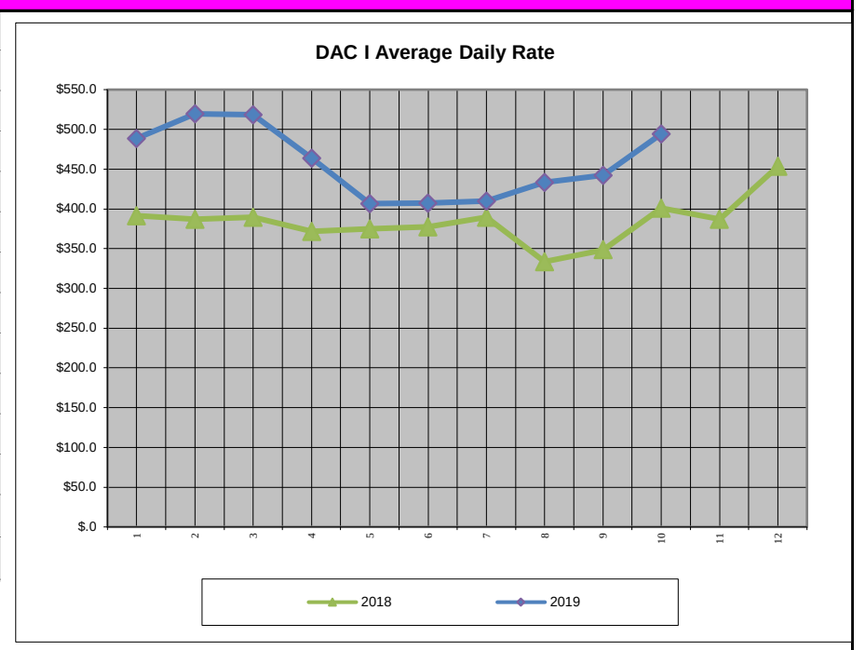
OCCUPANCY RATE

	2018	2019	% Chg
January	59.8%	69.5%	**16.2%**
February	75.1%	79.4%	**5.7%**
March	73.0%	78.7%	**7.8%**
April	64.8%	69.1%	**6.8%**
May	63.6%	67.2%	**5.5%**
June	65.9%	59.5%	**-9.8%**
July	68.3%	55.1%	**-19.3%**
August	60.1%	52.8%	**-12.2%**
September	52.1%	47.7%	**-8.5%**
October	54.2%	52.5%	**-3.3%**
November	66.9%		
December	61.0%		



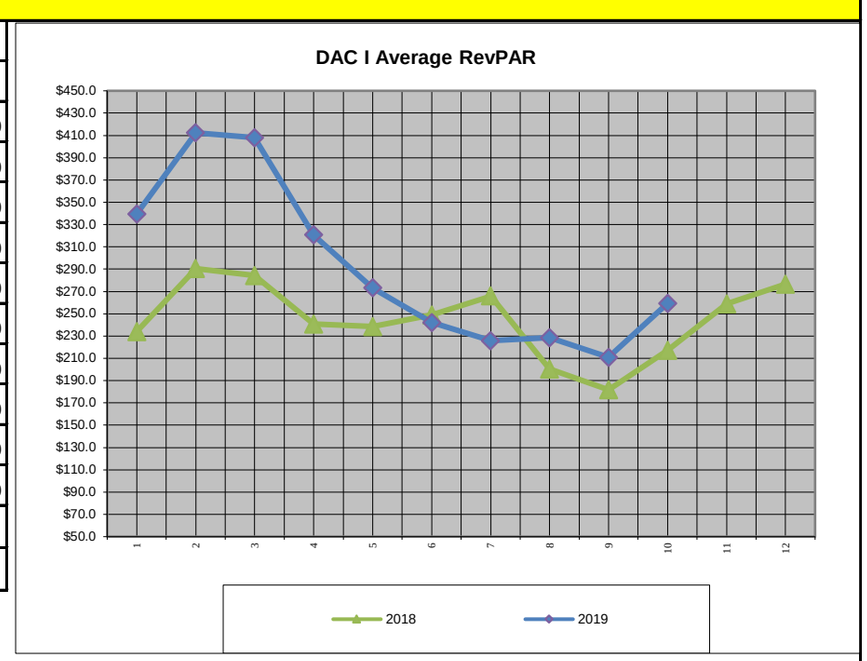
AVERAGE DAILY RATE

	2018	2019	% Chg
January	$391.50	$488.45	**24.8%**
February	$386.99	$519.51	**34.2%**
March	$389.25	$518.32	**33.2%**
April	$371.72	$463.89	**24.8%**
May	$375.03	$406.66	**8.4%**
June	$377.44	$407.01	**7.8%**
July	$389.48	$409.60	**5.2%**
August	$333.62	$433.13	**29.8%**
September	$348.50	$442.38	**26.9%**
October	$400.68	$494.38	**23.4%**
November	$386.74		
December	$453.35		



RevPAR

	2018	2019	% Chg
January	$234.08	$339.40	**45.0%**
February	$290.48	$412.31	**41.9%**
March	$284.23	$407.94	**43.5%**
April	$240.73	$320.69	**33.2%**
May	$238.63	$273.10	**14.4%**
June	$248.80	$242.07	**-2.7%**
July	$265.87	$225.66	**-15.1%**
August	$200.56	$228.61	**14.0%**
September	$181.73	$210.97	**16.1%**
October	$217.27	$259.31	**19.3%**
November	$258.84		
December	$276.58		

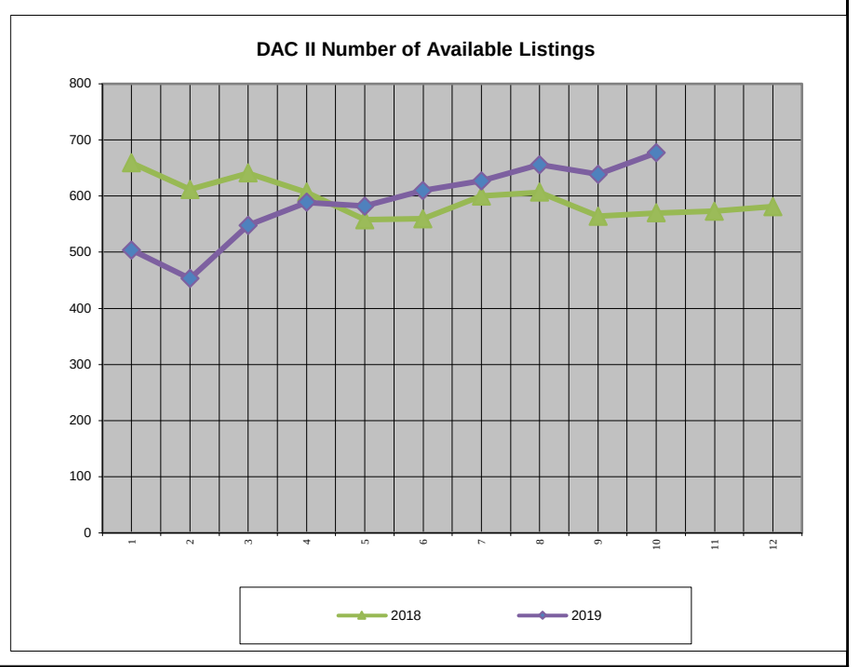


HISTORIC TREND REPORT **DAC II**
AIRBNB 11/21/2019

This document contains confidential trade information and can only be released to third parties in response to a public records request pursuant to Chapter 119, Florida Statutes - Data is sourced from Airdna Entire Place listings

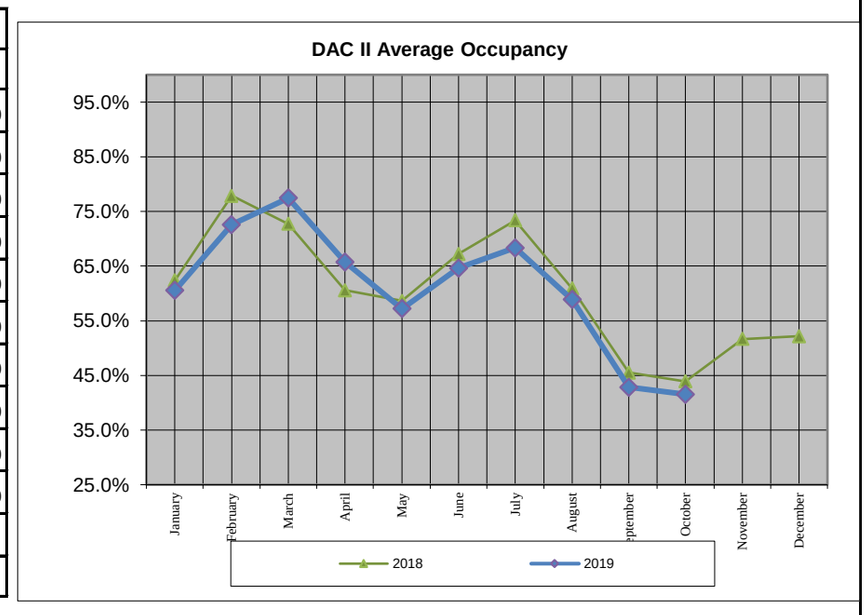
NUMBER OF AVAILABLE LISTINGS

	2018	2019	% Chg
January	659	504	**-23.5%**
February	612	453	**-26.0%**
March	641	548	**-14.5%**
April	607	589	**-3.0%**
May	558	582	**4.3%**
June	560	610	**8.9%**
July	600	627	**4.5%**
August	607	656	**8.1%**
September	564	639	**13.3%**
October	570	677	**18.8%**
November	573		
December	581		



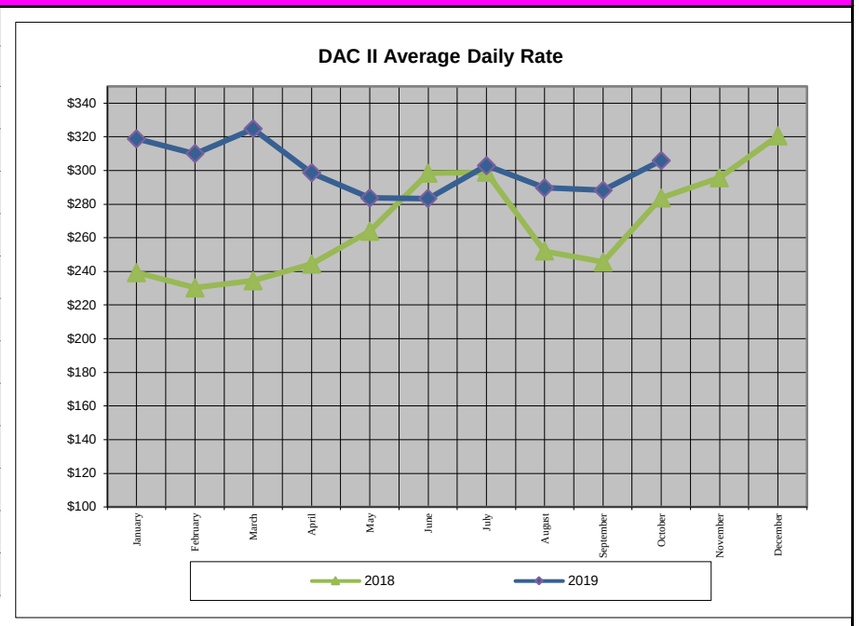
OCCUPANCY RATE

	2018	2019	% Chg
January	62.4%	60.5%	**-3.0%**
February	77.9%	72.6%	**-6.8%**
March	72.7%	77.4%	**6.5%**
April	60.6%	65.7%	**8.5%**
May	58.7%	57.2%	**-2.4%**
June	67.2%	64.7%	**-3.8%**
July	73.4%	68.3%	**-6.9%**
August	60.9%	58.9%	**-3.3%**
September	45.5%	42.9%	**-5.8%**
October	43.9%	41.5%	**-5.4%**
November	51.7%		
December	52.2%		



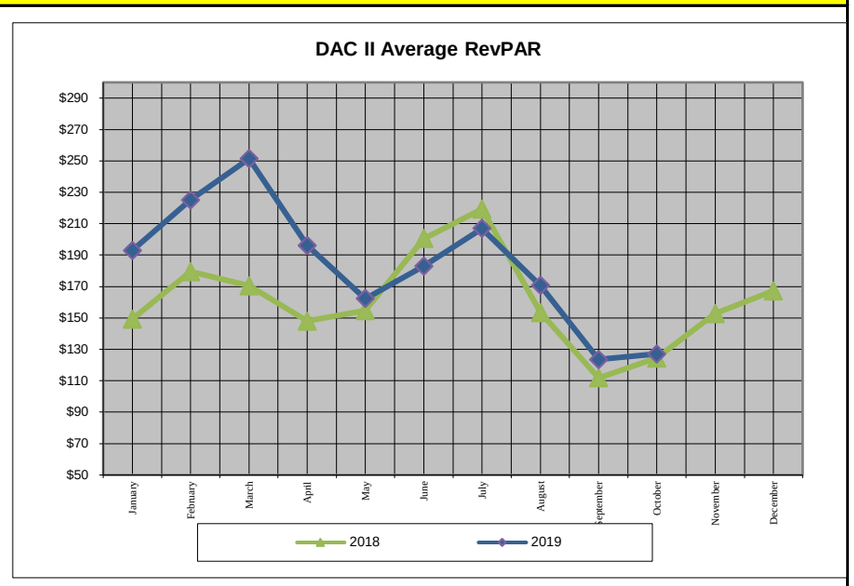
AVERAGE DAILY RATE

	2018	2019	% Chg
January	$239.25	$318.86	**33.3%**
February	$230.38	$310.04	**34.6%**
March	$234.50	$324.69	**38.5%**
April	$244.34	$298.55	**22.2%**
May	$263.90	$283.63	**7.5%**
June	$298.39	$283.25	**-5.1%**
July	$298.88	$302.86	**1.3%**
August	$252.06	$289.73	**14.9%**
September	$245.65	$288.31	**17.4%**
October	$283.71	$305.99	**7.9%**
November	$295.78		
December	$320.50		



RevPAR

	2018	2019	% Chg
January	$149.26	$193.05	**29.3%**
February	$179.44	$225.07	**25.4%**
March	$170.52	$251.41	**47.4%**
April	$148.03	$196.25	**32.6%**
May	$154.79	$162.28	**4.8%**
June	$200.58	$183.12	**-8.7%**
July	$219.33	$207.0	**-5.6%**
August	$153.48	$170.60	**11.1%**
September	$111.74	$123.57	**10.6%**
October	$124.52	$127.08	**2.1%**
November	$152.81		
December	$167.21		



HISTORIC TREND REPORT **DAC III**

AIRBNB **11/21/2019**

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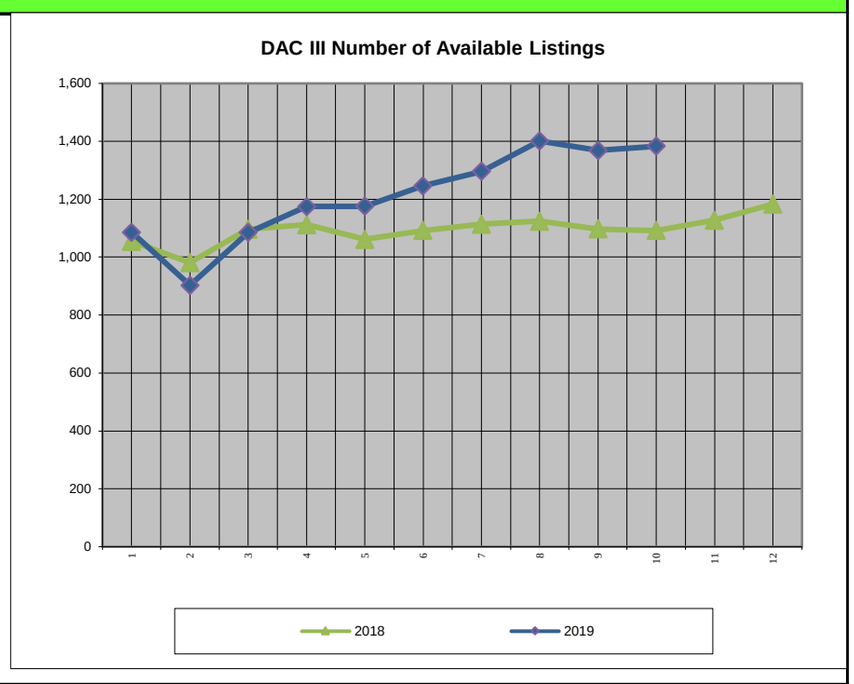
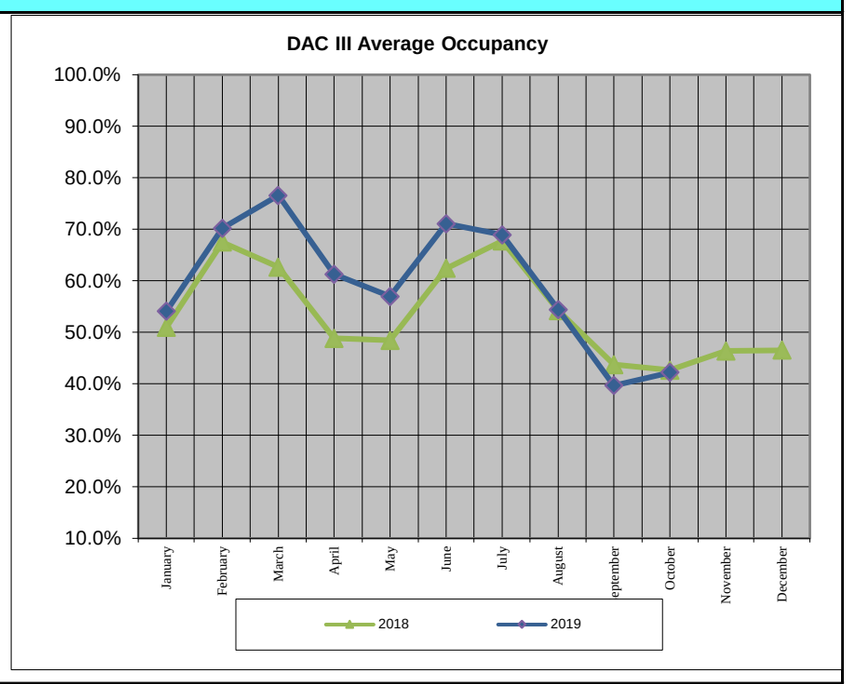
NUMBER OF AVAILABLE LISTINGS

	2018	2019	% Chg
January	1,055	1,086	**2.9%**
February	981	903	**-8.0%**
March	1,096	1,085	**-1.0%**
April	1,112	1,175	**5.7%**
May	1,062	1,176	**10.7%**
June	1,092	1,246	**14.1%**
July	1,114	1,296	**16.3%**
August	1,124	1,401	**24.6%**
September	1,097	1,368	**24.7%**
October	1,092	1,383	**26.6%**
November	1,128		
December	1,183		



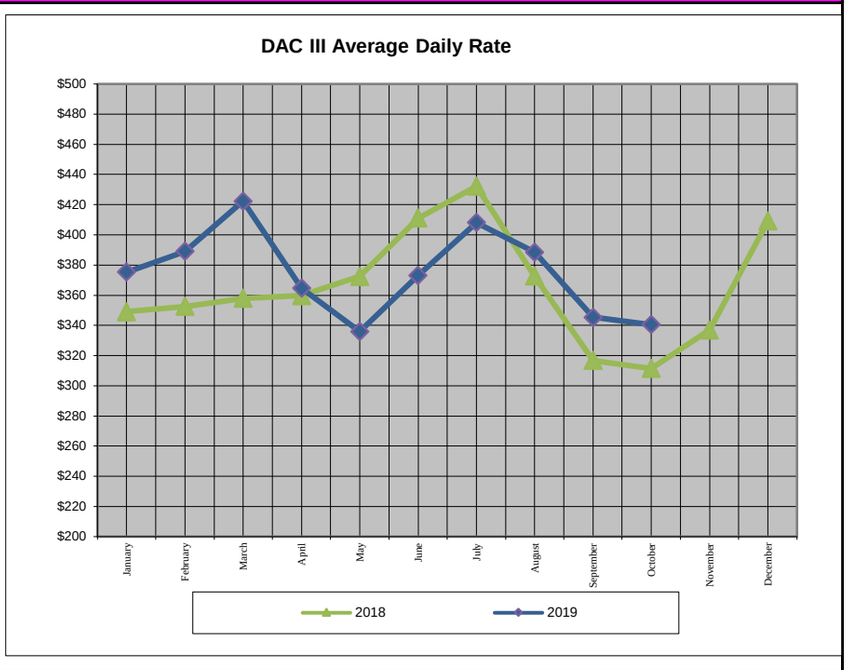
OCCUPANCY RATE

	2018	2019	% Chg
January	50.9%	54.1%	**6.1%**
February	67.5%	70.2%	**4.0%**
March	62.6%	76.6%	**22.3%**
April	48.8%	61.3%	**25.6%**
May	48.4%	57.0%	**17.6%**
June	62.4%	71.1%	**13.9%**
July	67.7%	68.9%	**1.7%**
August	54.2%	54.4%	**0.4%**
September	43.7%	39.7%	**-9.3%**
October	42.7%	42.2%	**-1.1%**
November	46.4%		
December	46.5%		



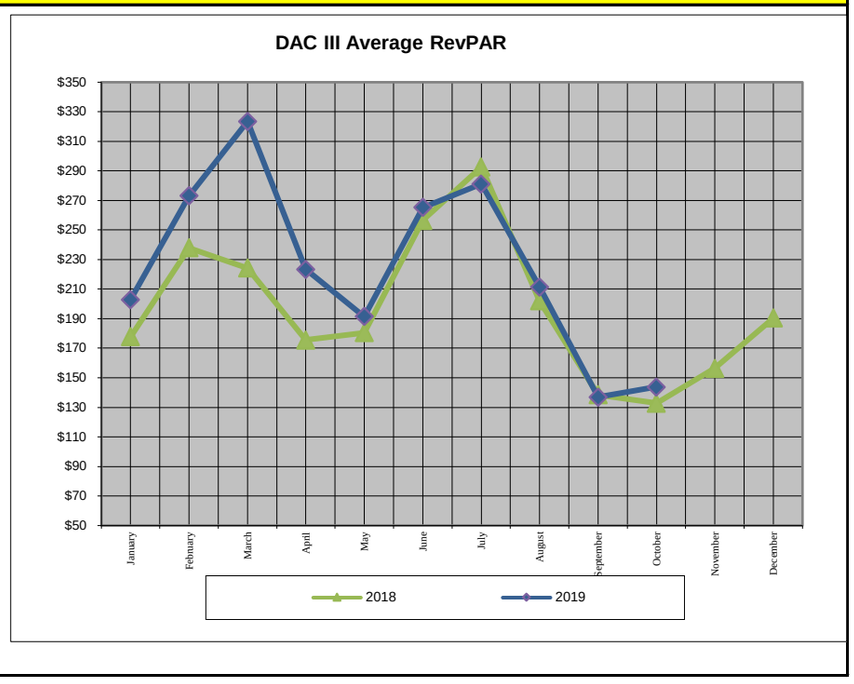
AVERAGE DAILY RATE

	2018	2019	% Chg
January	$348.96	$375.30	**7.5%**
February	$352.63	$389.07	**10.3%**
March	$357.94	$422.37	**18.0%**
April	$359.85	$364.65	**1.3%**
May	$372.47	$335.94	**-9.8%**
June	$411.14	$373.10	**-9.3%**
July	$432.20	$408.12	**-5.6%**
August	$372.64	$388.62	**4.3%**
September	$316.79	$345.42	**9.0%**
October	$311.36	$340.46	**9.3%**
November	$337.10		
December	$409.19		



RevPAR

	2018	2019	% Chg
January	$177.71	$202.86	**14.2%**
February	$237.99	$273.13	**14.8%**
March	$224.20	$323.51	**44.3%**
April	$175.60	$223.42	**27.2%**
May	$180.44	$191.41	**6.1%**
June	$256.62	$265.26	**3.4%**
July	$292.67	$281.17	**-3.9%**
August	$202.03	$211.44	**4.7%**
September	$138.51	$136.98	**-1.1%**
October	$132.85	$143.71	**8.2%**
November	$156.34		
December	$190.40		



HISTORIC TREND REPORT **DAC IV**
AIRBNB **11/21/2019**

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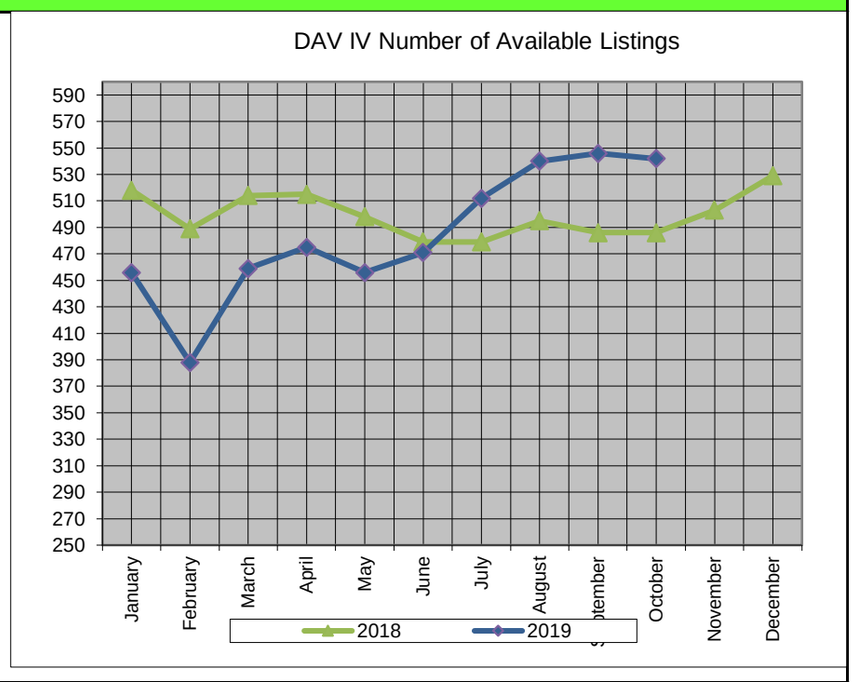
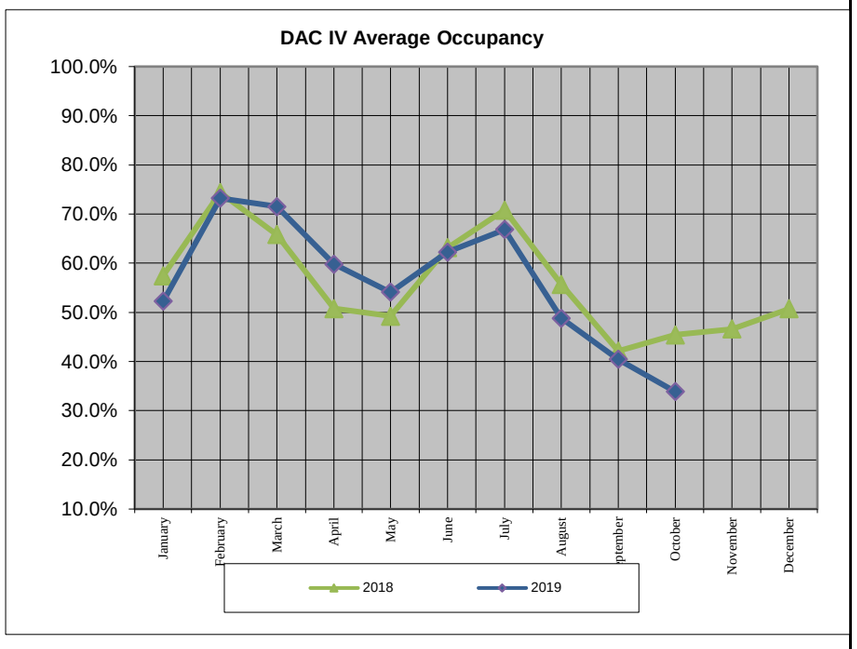
NUMBER OF AVAILABLE LISTINGS

	2018	2019			% Chg
January	518	456			**-12.0%**
February	489	388			**-20.7%**
March	514	459			**-10.7%**
April	515	475			**-7.8%**
May	498	456			**-8.4%**
June	479	471			**-1.7%**
July	479	512			**6.9%**
August	495	540			**9.1%**
September	486	546			**12.3%**
October	486	542			**11.5%**
November	503				
December	529				



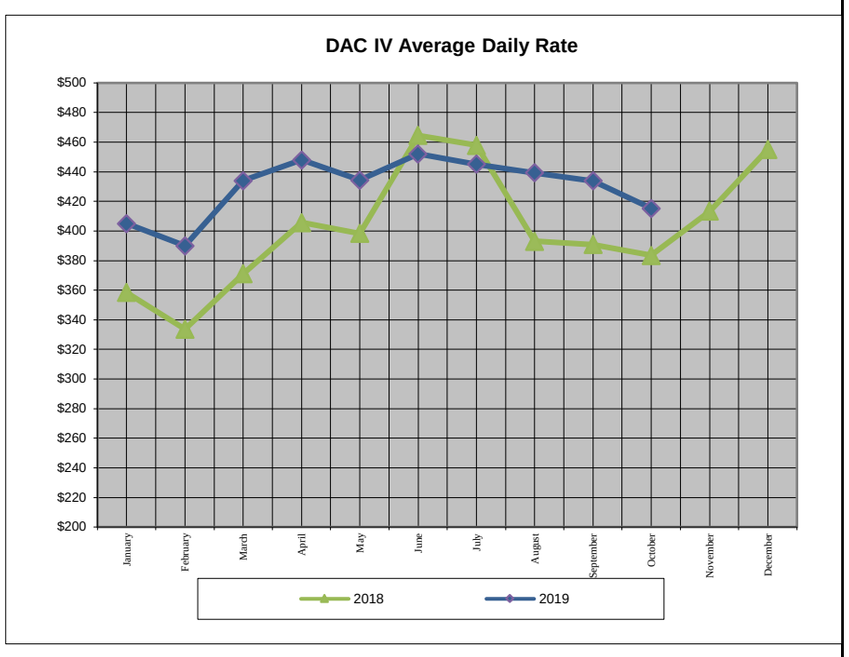
OCCUPANCY RATE

	2018	2019			% Chg
January	57.5%	52.3%			**-9.0%**
February	74.4%	73.2%			**-1.6%**
March	65.8%	71.5%			**8.6%**
April	50.8%	59.8%			**17.8%**
May	49.2%	54.1%			**9.9%**
June	63.1%	62.3%			**-1.4%**
July	70.8%	66.9%			**-5.6%**
August	55.7%	48.8%			**-12.3%**
September	42.1%	40.5%			**-4.0%**
October	45.4%	33.9%			**-25.4%**
November	46.6%				
December	50.7%				



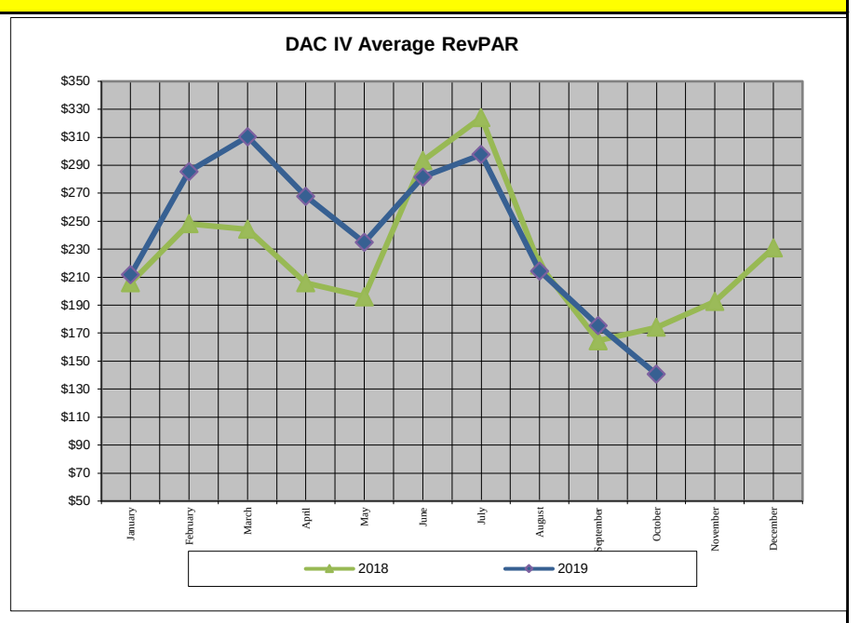
AVERAGE DAILY RATE

	2018	2019			% Chg
January	$358.44	$404.98			**13.0%**
February	$333.67	$390.02			**16.9%**
March	$371.06	$434.02			**17.0%**
April	$405.61	$447.97			**10.4%**
May	$398.26	$434.29			**9.0%**
June	$464.50	$452.07			**-2.7%**
July	$457.94	$445.06			**-2.8%**
August	$393.03	$439.20			**11.7%**
September	$390.75	$433.79			**11.0%**
October	$383.56	$415.23			**8.3%**
November	$413.35				
December	$455.14				



RevPAR

	2018	2019			% Chg
January	$205.95	$211.73			**2.8%**
February	$248.13	$285.52			**15.1%**
March	$244.29	$310.41			**27.1%**
April	$205.94	$267.87			**30.1%**
May	$196.09	$234.96			**19.8%**
June	$293.30	$281.58			**-4.0%**
July	$324.19	$297.58			**-8.2%**
August	$218.85	$214.46			**-2.0%**
September	$164.66	$175.57			**6.6%**
October	$174.15	$140.69			**-19.2%**
November	$192.72				
December	$230.83				



HISTORIC TREND REPORT **DAC V**
AIRBNB **11/21/2019**

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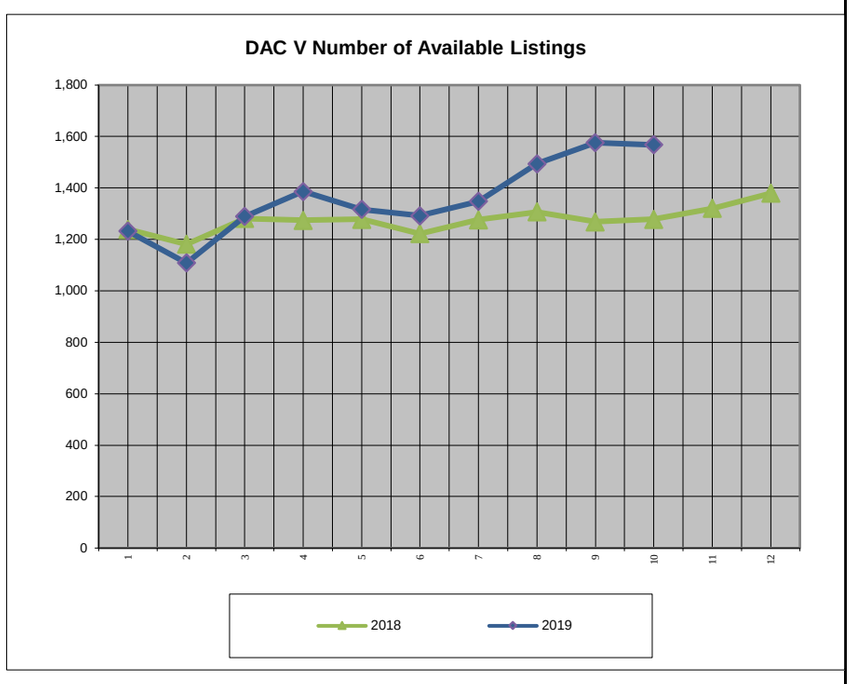
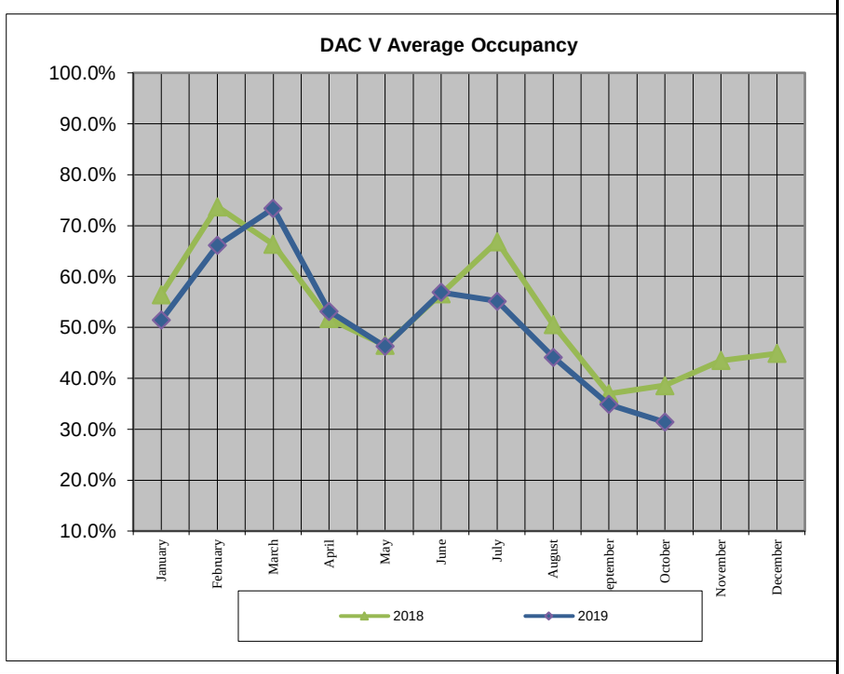
NUMBER OF AVAILABLE LISTINGS

	2018	2019			% Chg
January	1,239	1,232			**-0.6%**
February	1,181	1,108			**-6.2%**
March	1,281	1,289			**0.6%**
April	1,274	1,386			**8.8%**
May	1,278	1,317			**3.1%**
June	1,222	1,292			**5.7%**
July	1,276	1,348			**5.6%**
August	1,307	1,494			**14.3%**
September	1,268	1,576			**24.3%**
October	1,278	1,568			**22.7%**
November	1,321				
December	1,379				



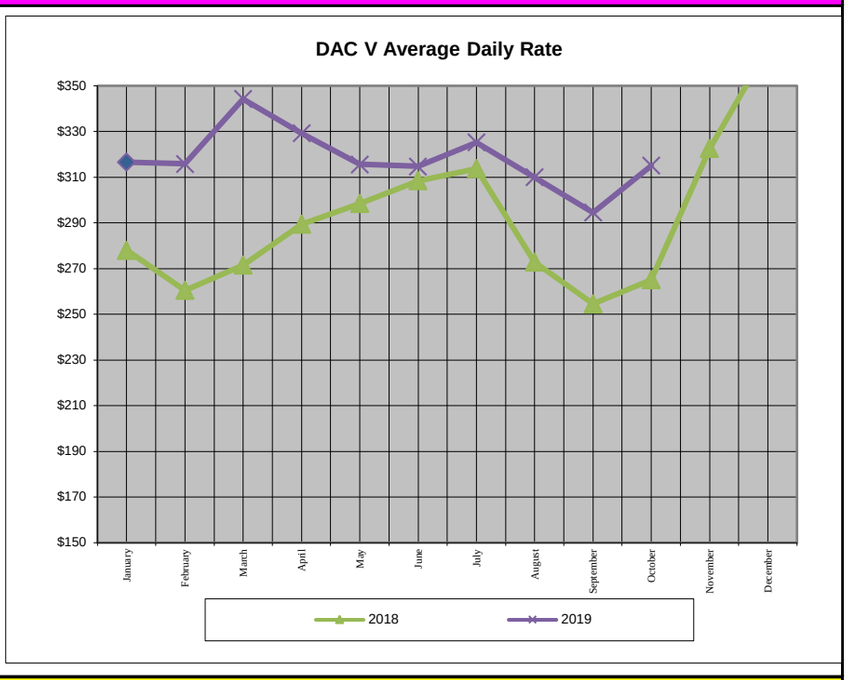
OCCUPANCY RATE

	2018	2019			% Chg
January	56.4%	51.4%			**-8.9%**
February	73.7%	66.1%			**-10.3%**
March	66.3%	73.4%			**10.7%**
April	51.7%	53.2%			**2.7%**
May	46.5%	46.3%			**-0.4%**
June	56.6%	56.9%			**0.5%**
July	66.9%	55.1%			**-17.5%**
August	50.5%	44.1%			**-12.7%**
September	37.0%	34.9%			**-5.6%**
October	38.6%	31.4%			**-18.7%**
November	43.5%				
December	44.9%				



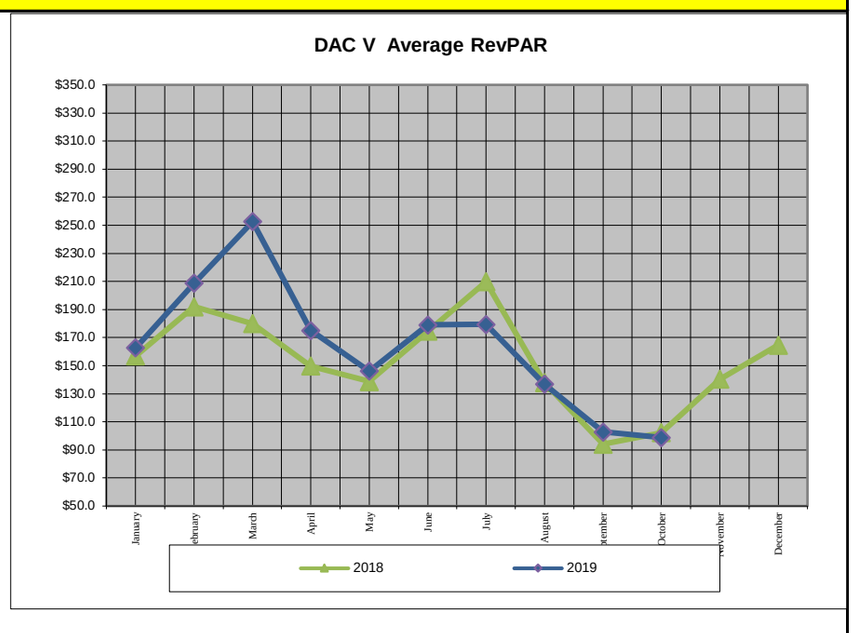
AVERAGE DAILY RATE

	2018	2019			% Chg
January	$278.04	$316.46			**13.8%**
February	$260.42	$315.83			**21.3%**
March	$271.51	$344.19			**26.8%**
April	$289.38	$329.24			**13.8%**
May	$298.55	$315.58			**5.7%**
June	$308.42	$314.73			**2.0%**
July	$313.67	$325.27			**3.7%**
August	$272.78	$309.94			**13.6%**
September	$254.57	$294.49			**15.7%**
October	$265.11	$315.02			**18.8%**
November	$322.60				
December	$366.53				



RevPAR

	2018	2019			% Chg
January	$156.86	$162.66			**3.7%**
February	$191.95	$208.75			**8.8%**
March	$179.97	$252.56			**40.3%**
April	$149.73	$175.02			**16.9%**
May	$138.72	$146.09			**5.3%**
June	$174.50	$179.02			**2.6%**
July	$209.74	$179.38			**-14.5%**
August	$137.87	$136.83			**-0.8%**
September	$94.12	$102.73			**9.1%**
October	$102.25	$98.81			**-3.4%**
November	$140.28				
December	$164.57				



Monroe County
Oct 19-Nov 18, 2019

AT&T Call Report*
October 19-November 18, 2019
1-800-FLA-KEYS and District 1-800 Numbers

Chamber	1-800 FLA-KEYS	District 800	Completed Calls Count
Key West	72	46	118
Lower Keys	10	55	65
Marathon	15	31	46
Islamorada	17	17	34
Key Largo	24	38	62

*Does not include Chamber phone lines that are not funded by the TDC; such as the Chambers' local 305 business numbers

ADVERTISING SOURCE

LOWER KEYS
November 2019

SOURCE NAME	305DIST	800DIST	FLA KEYS	OTHER	TOTAL	PERCENT	FYTD TOTAL	FYTD PERCENT
Keys Chamber of Commerce	1	1	0	2	4	44.4%	5	31.3%
TV Ad	0	0	0	0	0	0.0%	0	0.0%
TV Show/Story	0	0	0	0	0	0.0%	0	0.0%
Magazine Ad	0	0	0	0	0	0.0%	0	0.0%
Magazine Article	0	0	0	0	0	0.0%	0	0.0%
Newspaper Ad	0	0	0	0	0	0.0%	0	0.0%
Newspaper Article	0	0	0	0	0	0.0%	0	0.0%
Radio Ad	0	0	0	0	0	0.0%	0	0.0%
Internet	0	0	0	0	0	0.0%	0	0.0%
TDC Website	0	0	0	0	0	0.0%	1	6.3%
Tourist Directory or Guide	0	0	0	0	0	0.0%	0	0.0%
Keys Business	0	0	0	0	0	0.0%	0	0.0%
Travel Agent	0	0	0	0	0	0.0%	0	0.0%
Directory Assistance	0	0	0	0	0	0.0%	0	0.0%
Billboard	0	0	0	0	0	0.0%	0	0.0%
Friends/Return Visitor	0	0	0	0	0	0.0%	0	0.0%
Do Not Know	0	0	0	0	0	0.0%	1	6.3%
Other	0	0	0	0	0	0.0%	0	0.0%
	1	**1**	**0**	**2**	**9**		**16**	
	11.1%	**11.1%**	**0.0%**	**22.2%**				

CALLS RECORDED & OTHER INQUIRIES

LOWER KEYS
November 2019

CHAMBER	305DIST	800DIST	FLA KEYS	EMAIL	OTHER	TOTAL	PERCENT	FYTD TOTAL	FYTD PERCENT
KEY WEST	38	5	14	404	2	463	78.5%	917	76.9%
MARATHON	3	12	0	48	1	64	10.8%	150	12.6%
ISLAMORADA	25	2	0	0	7	34	5.8%	74	6.2%
KEY LARGO	10	5	2	3	0	20	3.4%	36	3.0%
LOWER KEYS	1	1	2	2	3	9	1.5%	16	1.3%
	77	**25**	**18**	**457**	**13**	**590**		**1,193**	
	13.1%	**4.2%**	**3.1%**	**77.5%**	**2.2%**				

Note: The "305DIST", "800DIST", and "FLAKEYS" column headings indicate the phone line the call came in on, as entered by staff. If this field is left blank, the call is classified into "OTHER", which also includes Postal, Live Chat, and Voice Mail contacts.

ACCOMMODATIONS

LOWER KEYS
November 2019

ACCOMMODATIONS	305DIST	800DIST	FLA KEYS	OTHER	TOTAL	PERCENT	FYTD TOTAL	FYTD PERCENT
Hotel/Motel	1	0	2	4	7	77.8%	14	87.5%
Campground/RV	0	1	0	1	2	22.2%	2	12.5%
B&B/Guest House	0	0	0	0	0	0.0%	0	0.0%
Vacation Rental	0	0	0	0	0	0.0%	0	0.0%
None	0	0	0	0	0	0.0%	0	0.0%
	1	**1**	**2**	**5**	**9**		**16**	
	11.1%	**11.1%**	**22.2%**	**55.6%**				

Note: More than one accommodations option can be indicated in the Visitor Accommodations field. Therefore, the total number of accommodations is typically greater than the total number of callers.

INTERESTS

LOWER KEYS
November 2019

INTERESTS	305DIST	800DIST	FLA KEYS	OTHER	TOTAL	PERCENT	FYTD TOTAL	FYTD PERCENT
Attractions	0	0	2	2	4	40.0%	8	47.1%
Cultural Events/Theatre/Music	0	0	0	1	1	10.0%	1	5.9%
Fishing Deep Sea	0	0	0	0	0	0.0%	0	0.0%
Fishing Backcountry	0	0	0	0	0	0.0%	0	0.0%
Fishing Tournament	0	0	0	0	0	0.0%	0	0.0%
Diving	0	0	0	0	0	0.0%	0	0.0%
Snorkeling	0	0	0	0	0	0.0%	0	0.0%
Water Sports	0	0	0	0	0	0.0%	0	0.0%
Marinas	0	0	0	0	0	0.0%	0	0.0%
Sailing	0	0	0	0	0	0.0%	0	0.0%
Boat Rentals	0	0	0	0	0	0.0%	0	0.0%
Wedding	0	0	0	0	0	0.0%	0	0.0%
Honeymoon	0	0	0	0	0	0.0%	0	0.0%
Kids/Family Vacations	0	0	0	0	0	0.0%	0	0.0%
Relocation/Real Estate	0	0	0	0	0	0.0%	0	0.0%
Coupon Book	0	0	0	0	0	0.0%	0	0.0%
Guided Nature Tour	0	0	0	0	0	0.0%	0	0.0%
Dining/Entertainment	0	0	0	0	0	0.0%	0	0.0%
Weather	0	0	0	0	0	0.0%	0	0.0%
None	0	0	0	0	0	0.0%	0	0.0%
	0	**0**	**2**	**3**	**10**		**17**	
	0.0%	**0.0%**	**20.0%**	**30.0%**				

Note: More than one interest can be indicated in the Visitor Interests field. Therefore, the total number of interests is typically greater than the total number of callers.

Length of Stay, Number in Party

LOWER KEYS
November 2019

MONTH

LENGTH OF STAY:

Minimum:	7
Maximum:	7
Average:	7

NUMBER OF ADULTS:

Minimum:	2
Maximum:	2
Average:	2

NUMBER OF CHILDREN:

Minimum:	0
Maximum:	1
Average:	0

FISCAL YEAR-TO-DATE

LENGTH OF STAY:

Minimum:	7
Maximum:	7
Average:	7

NUMBER OF ADULTS:

Minimum:	2
Maximum:	2
Average:	2

NUMBER OF CHILDREN:

Minimum:	0
Maximum:	1
Average:	0

STATE

LOWER KEYS
November 2019

STATE	305DIST	800DIST	FLA KEYS	OTHER	TOTAL	PERCENT	FYTD TOTAL	FYTD PERCENT
AR	0	0	0	1	1	12.5%	1	6.7%
FL	0	0	1	0	1	12.5%	2	13.3%
MI	0	0	0	1	1	12.5%	1	6.7%
MN	0	0	0	1	1	12.5%	1	6.7%
MO	1	0	0	0	1	12.5%	1	6.7%
MS	0	0	0	1	1	12.5%	1	6.7%
SD	0	1	0	0	1	12.5%	1	6.7%
WI	0	0	0	1	1	12.5%	1	6.7%
	1	**1**	**1**	**5**	**8**		**15**	
	12.5%	**12.5%**	**12.5%**	**62.5%**				

How do you plan to travel to the Keys?

LOWER KEYS November 2019

TRANSPORTATION	305DIST	800DIST	FLA KEYS	OTHER	TOTAL	PERCENT	FYTD TOTAL	FYTD PERCENT
Fly/Drive	1	0	1	1	3	33.3%	4	25.0%
Commercial Airline	0	0	0	0	0	0.0%	0	0.0%
Private Plane	0	0	0	0	0	0.0%	0	0.0%
Automobile	0	0	0	0	0	0.0%	0	0.0%
Tour Bus	0	0	0	0	0	0.0%	0	0.0%
RV	0	0	0	0	0	0.0%	0	0.0%
Motorcycle	0	0	0	0	0	0.0%	0	0.0%
Cruise Ship	0	0	0	0	0	0.0%	0	0.0%
Ferry	0	0	0	0	0	0.0%	0	0.0%
Private Boat	0	0	0	0	0	0.0%	0	0.0%
Bus/Shuttle	0	0	0	0	0	0.0%	0	0.0%
Train	0	0	0	0	0	0.0%	0	0.0%
Undecided	0	0	0	0	0	0.0%	0	0.0%
	1	**0**	**1**	**1**	**9**		**16**	
	11.1%	**0.0%**	**11.1%**	**11.1%**				

TYPE OF CALLER

LOWER KEYS
November 2019

TYPE OF CALLER	305DIST	800DIST	FLA KEYS	OTHER	TOTAL	PERCENT	FYTD TOTAL	FYTD PERCENT
Consumer	1	1	1	1	4	44.4%	9	56.3%
Email	0	0	0	3	3	33.3%	4	25.0%
Voice Mail	0	0	1	0	1	11.1%	1	6.3%
Unknown	0	0	0	1	1	11.1%	2	12.5%
Travel Agent	0	0	0	0	0	0.0%	0	0.0%
Postal Inquiry	0	0	0	0	0	0.0%	0	0.0%
Other	0	0	0	0	0	0.0%	0	0.0%
	1	**1**	**2**	**5**	**9**		**16**	
	11.1%	**11.1%**	**22.2%**	**55.6%**				

Note: If type of caller is "Consumer" and phone line is "Unknown", either staff did not collect this information or caller did not provide it. If type of caller is "Unknown", the type of caller field was not completed by staff.

What month do you plan to travel?

LOWER KEYS
November 2019

MONTH TRAVELING	305DIST	800DIST	FLA KEYS	OTHER	TOTAL	PERCENT	FYTD TOTAL	FYTD PERCENT
Unknown	0	0	0	4	4	44.4%	9	56.3%
March	0	0	1	1	2	22.2%	3	18.8%
January	0	0	1	0	1	11.1%	1	6.3%
February	0	1	0	0	1	11.1%	1	6.3%
December	1	0	0	0	1	11.1%	1	6.3%
April	0	0	0	0	0	0.0%	0	0.0%
May	0	0	0	0	0	0.0%	0	0.0%
June	0	0	0	0	0	0.0%	0	0.0%
July	0	0	0	0	0	0.0%	0	0.0%
August	0	0	0	0	0	0.0%	0	0.0%
September	0	0	0	0	0	0.0%	0	0.0%
October	0	0	0	0	0	0.0%	0	0.0%
November	0	0	0	0	0	0.0%	1	6.3%
	1	**1**	**2**	**5**	**9**		**16**	
	11.1%	**11.1%**	**22.2%**	**55.6%**				

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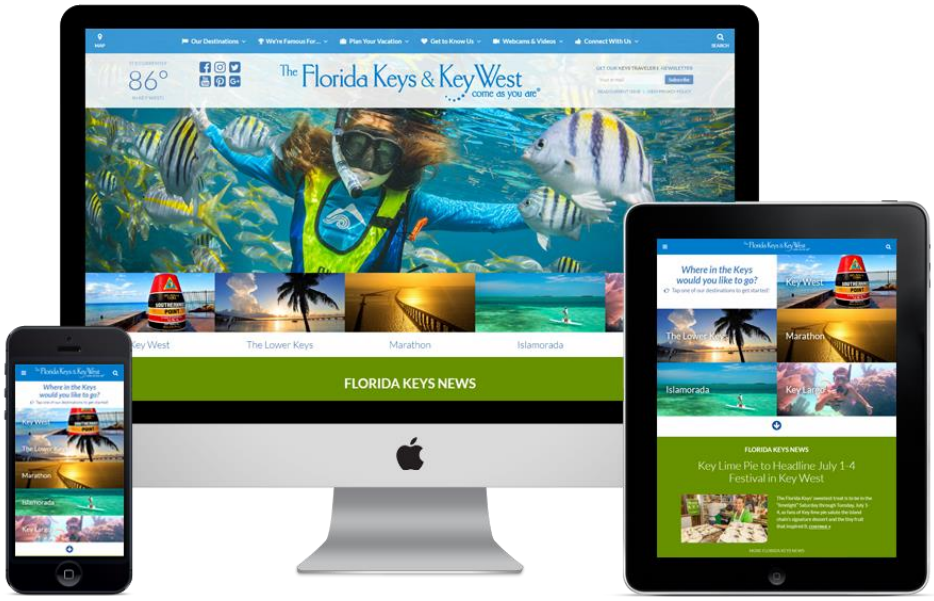
Website Status Report
Fla-Keys.com

November 2019 Data for the January 7, 2020 DAC Meeting



Section 1: Website Traffic Report

Section 2: Geographic Data on Website Visitors

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Section 1: Website Traffic Report

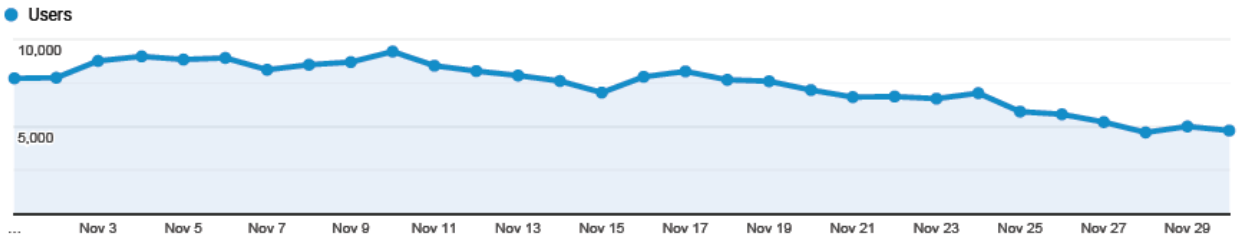
Website Traffic Overview

Audience Overview

All Users
100.00% Users

Nov 1, 2019 - Nov 30, 2019

Overview



Users	New Users	Sessions
189,455	178,585	241,643

Number of Sessions per User	Pageviews	Pages / Session
1.28	540,183	2.24

Avg. Session Duration	Bounce Rate
00:01:23	66.11%

	Language	Users	% Users
1.	en-us	164,995	86.56%
2.	en-ca	5,604	2.94%
3.	en-gb	5,050	2.65%
4.	de-de	1,731	0.91%
5.	es-us	1,690	0.89%
6.	es-xl	947	0.50%
7.	fr-fr	867	0.45%
8.	es-es	747	0.39%
9.	fr-ca	557	0.29%
10.	de	539	0.28%

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Website Traffic Sources

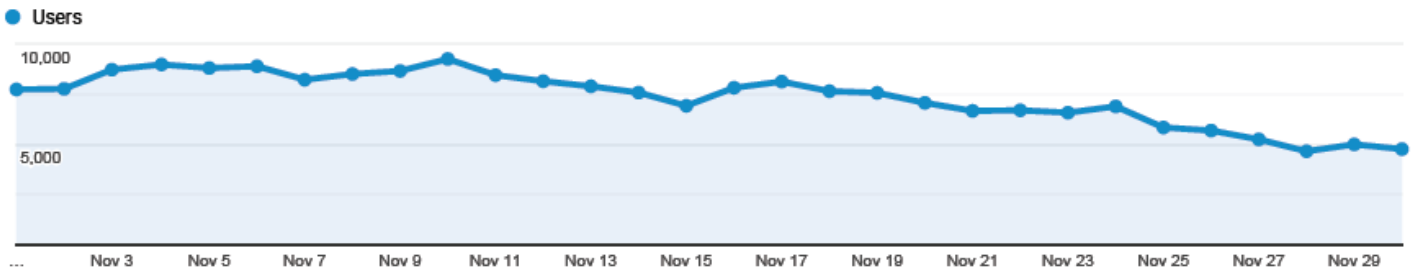
All Traffic

All Users
100.00% Users

Nov 1, 2019 - Nov 30, 2019

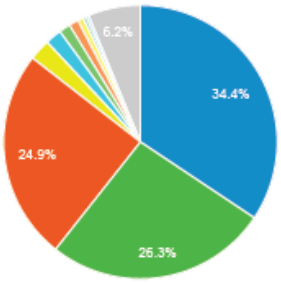
Explorer

Summary



Source / Medium	Users	Users
	189,455 % of Total: 100.00% (189,455)	189,455 % of Total: 100.00% (189,455)
1. (direct) / (none)	66,608	34.35%
2. m.facebook.com / referral	50,977	26.29%
3. google / organic	48,230	24.87%
4. imasdk.googleapis.com / referral	4,876	2.51%
5. bing / organic	3,744	1.93%
6. visitflorida.com / referral	2,604	1.34%
7. yahoo / organic	2,161	1.11%
8. madden / googledisplay	1,309	0.68%
9. facebook.com / referral	728	0.38%
10. BrideClick / video	646	0.33%

Contribution to total: Users



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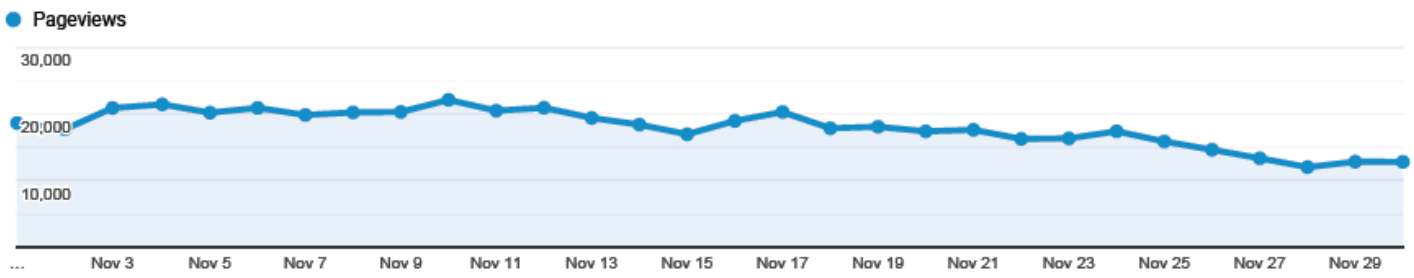
Most Visited Sections of Website

Content Drilldown

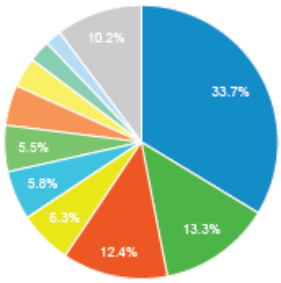
All Users
100.00% Pageviews

Nov 1, 2019 - Nov 30, 2019

Explorer



Page path level 1	Pageviews	Pageviews	Contribution to total: Pageviews
	540,183 % of Total: 100.00% (540,183)	540,183 % of Total: 100.00% (540,183)	
1. /webcams/	181,870	33.67%	
2. /key-west/	71,682	13.27%	
3. /	67,199	12.44%	
4. /lower-keys/	34,050	6.30%	
5. /key-largo/	31,399	5.81%	
6. /islamorada/	29,554	5.47%	
7. /marathon/	25,764	4.77%	
8. /calendar/	19,112	3.54%	
9. /news/	13,989	2.59%	
10. /how-to-get-here/	10,437	1.93%	



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Device Usage

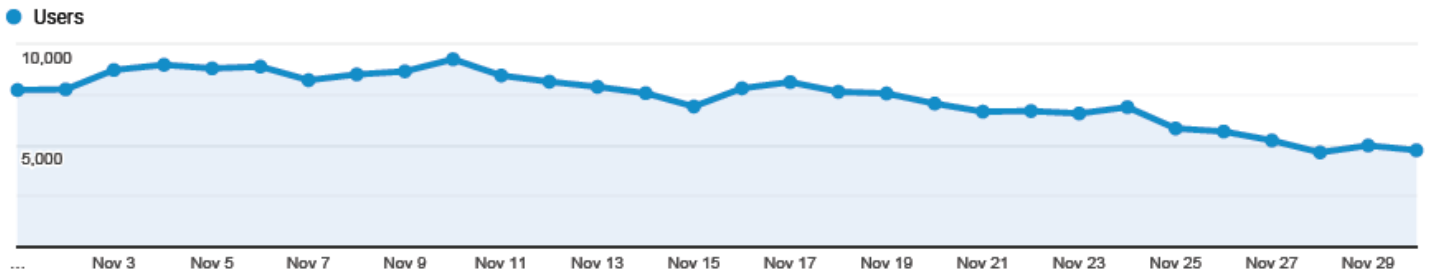
Overview

All Users
100.00% Users

Nov 1, 2019 - Nov 30, 2019

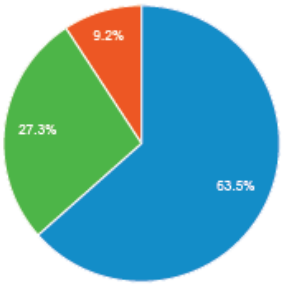
Explorer

Summary



Device Category	Users	Users
	189,455 % of Total: 100.00% (189,455)	189,455 % of Total: 100.00% (189,455)
1. mobile	121,481	63.47%
2. desktop	52,244	27.29%
3. tablet	17,684	9.24%

Contribution to total: Users



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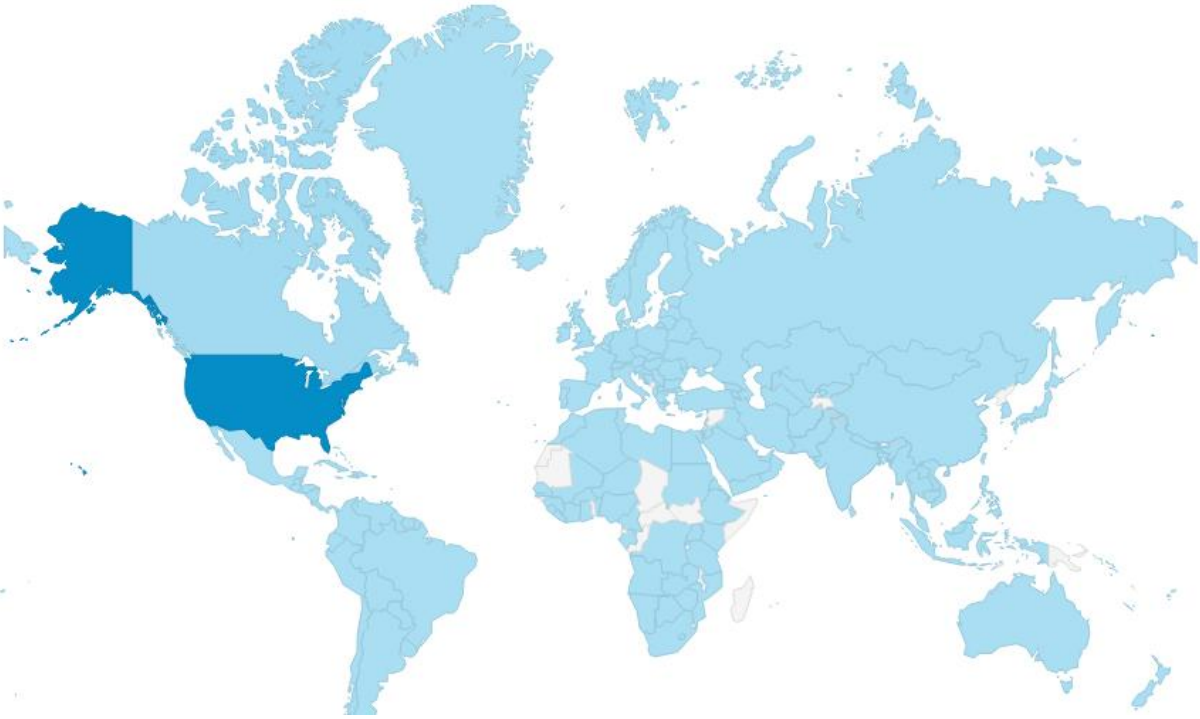
Section 2: Geographic Data on Website Visitors

Google Analytics



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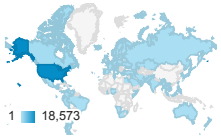
03_DAC2-LK_01_World

All Users
100.00% Users

Nov 1, 2019 - Nov 30, 2019

Map Overlay

Site Usage



Country		Users	Sessions	Pages / Session	Avg. Session Duration	% New Sessions	Bounce Rate
		20,017 % of Total: 100.00% (20,017)	**23,094** % of Total: 100.00% (23,094)	**1.52** Avg for View: 1.52 (0.00%)	**00:00:47** Avg for View: 00:00:47 (0.00%)	**75.25%** Avg for View: 75.20% (0.06%)	**75.39%** Avg for View: 75.39% (0.00%)
1.	United States	**18,573** (93.00%)	21,600 (93.53%)	1.51	00:00:46	74.30%	76.08%
2.	Canada	**701** (3.51%)	751 (3.25%)	1.70	00:00:59	90.81%	62.85%
3.	United Kingdom	**145** (0.73%)	148 (0.64%)	1.68	00:01:04	93.92%	67.57%
4.	Germany	**70** (0.35%)	73 (0.32%)	2.15	00:01:17	84.93%	56.16%
5.	Netherlands	**45** (0.23%)	57 (0.25%)	1.72	00:01:06	68.42%	64.91%
6.	Brazil	**35** (0.18%)	39 (0.17%)	2.00	00:04:08	82.05%	58.97%
7.	France	**35** (0.18%)	37 (0.16%)	1.73	00:00:35	89.19%	59.46%
8.	Mexico	**23** (0.12%)	25 (0.11%)	1.52	00:01:27	80.00%	76.00%
9.	Switzerland	**20** (0.10%)	21 (0.09%)	1.52	00:00:46	95.24%	71.43%
10.	Italy	**18** (0.09%)	19 (0.08%)	1.79	00:01:08	89.47%	52.63%
11.	Argentina	**16** (0.08%)	17 (0.07%)	1.41	00:00:23	88.24%	82.35%
12.	India	**15** (0.08%)	15 (0.06%)	1.20	00:00:12	100.00%	86.67%
13.	Sweden	**15** (0.08%)	16 (0.07%)	1.50	00:01:43	81.25%	75.00%
14.	Denmark	**14** (0.07%)	17 (0.07%)	2.06	00:00:42	82.35%	58.82%
15.	Spain	**14** (0.07%)	14 (0.06%)	1.93	00:01:08	92.86%	71.43%
16.	Poland	**11** (0.06%)	13 (0.06%)	1.15	00:00:04	76.92%	92.31%
17.	Puerto Rico	**11** (0.06%)	11 (0.05%)	1.09	00:00:07	100.00%	90.91%
18.	Australia	**10** (0.05%)	12 (0.05%)	1.42	00:00:29	75.00%	66.67%
19.	Colombia	**9** (0.05%)	9 (0.04%)	1.44	00:00:05	100.00%	88.89%
20.	Norway	**9** (0.05%)	9 (0.04%)	1.44	00:00:18	100.00%	66.67%
21.	Czechia	**8** (0.04%)	9 (0.04%)	2.56	00:01:29	88.89%	55.56%
22.	Ecuador	**7** (0.04%)	7 (0.03%)	1.71	00:01:37	100.00%	57.14%
23.	Hungary	**6** (0.03%)	7 (0.03%)	1.43	00:00:15	71.43%	57.14%
24.	Ireland	**6** (0.03%)	7 (0.03%)	1.14	00:03:00	85.71%	85.71%

25.	United Arab Emirates	**5** **(0.03%)**	5 (0.02%)	1.00	00:00:00	100.00%	100.00%

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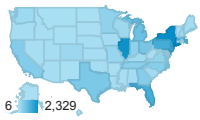
ALL » COUNTRY: United States

Nov 1, 2019 - Nov 30, 2019

All Users
92.79% Users

Map Overlay

Site Usage



Region	Users	Sessions	Pages / Session	Avg. Session Duration	% New Sessions	Bounce Rate
	18,573 % of Total: 92.79% (20,017)	**21,600** % of Total: 93.53% (23,094)	**1.51** Avg for View: 1.52 (-0.74%)	**00:00:46** Avg for View: 00:00:47 (-2.36%)	**74.30%** Avg for View: 75.20% (-1.20%)	**76.08%** Avg for View: 75.39% (0.92%)
1. New York	**2,329** (12.45%)	2,844 (13.17%)	1.34	00:00:41	73.73%	81.93%
2. Illinois	**2,210** (11.81%)	2,767 (12.81%)	1.41	00:00:37	72.71%	82.58%
3. New Jersey	**1,583** (8.46%)	1,886 (8.73%)	1.26	00:00:33	76.30%	85.15%
4. Pennsylvania	**1,459** (7.80%)	1,743 (8.07%)	1.41	00:00:41	72.81%	80.44%
5. Florida	**1,398** (7.47%)	1,551 (7.18%)	1.90	00:01:16	78.85%	63.31%
6. Massachusetts	**1,131** (6.04%)	1,364 (6.31%)	1.36	00:00:28	75.29%	81.30%
7. Michigan	**877** (4.69%)	989 (4.58%)	1.66	00:00:59	66.33%	69.46%
8. Ohio	**726** (3.88%)	771 (3.57%)	1.66	00:00:50	74.06%	69.26%
9. Texas	**659** (3.52%)	699 (3.24%)	1.63	00:00:41	71.53%	72.96%
10. California	**544** (2.91%)	579 (2.68%)	1.44	00:00:28	79.10%	79.62%
11. Georgia	**505** (2.70%)	536 (2.48%)	1.63	00:00:44	71.08%	70.34%
12. North Carolina	**499** (2.67%)	522 (2.42%)	1.59	00:00:44	74.52%	72.03%
13. Tennessee	**425** (2.27%)	469 (2.17%)	1.51	00:00:41	67.16%	75.05%
14. Indiana	**399** (2.13%)	462 (2.14%)	1.54	00:00:40	70.78%	74.68%
15. District of Columbia	**392** (2.10%)	473 (2.19%)	1.30	00:00:46	75.05%	82.03%
16. Minnesota	**371** (1.98%)	418 (1.94%)	1.80	00:01:03	69.38%	63.16%
17. Virginia	**331** (1.77%)	359 (1.66%)	1.73	00:00:53	74.37%	68.25%
18. Connecticut	**307** (1.64%)	347 (1.61%)	1.40	00:00:41	74.35%	77.81%
19. Missouri	**271** (1.45%)	302 (1.40%)	1.76	00:01:07	75.17%	67.55%
20. Colorado	**213** (1.14%)	231 (1.07%)	1.62	00:00:53	74.46%	70.56%
21. Wisconsin	**192** (1.03%)	204 (0.94%)	1.76	00:00:53	75.98%	63.24%
22. New Hampshire	**185** (0.99%)	228 (1.06%)	1.25	00:00:37	76.75%	84.21%
23. Washington	**182** (0.97%)	189 (0.88%)	1.58	00:00:47	79.37%	76.19%

24. Maryland	**153** (0.82%)	167 (0.77%)	1.84	00:01:19	71.86%	65.27%
25. South Carolina	**114** (0.61%)	126 (0.58%)	1.97	00:01:08	76.98%	55.56%
26. Delaware	**113** (0.60%)	135 (0.62%)	1.41	00:00:44	81.48%	84.44%
27. Kentucky	**101** (0.54%)	104 (0.48%)	1.86	00:00:48	86.54%	60.58%
28. Alabama	**94** (0.50%)	99 (0.46%)	1.77	00:01:04	82.83%	61.62%
29. Maine	**89** (0.48%)	100 (0.46%)	1.63	00:01:09	82.00%	66.00%
30. Iowa	**80** (0.43%)	83 (0.38%)	1.73	00:01:03	85.54%	68.67%
31. Arizona	**62** (0.33%)	80 (0.37%)	1.60	00:01:00	68.75%	67.50%
32. Kansas	**59** (0.32%)	68 (0.31%)	1.74	00:00:39	75.00%	54.41%
33. Nebraska	**58** (0.31%)	63 (0.29%)	2.27	00:01:15	84.13%	58.73%
34. Oregon	**58** (0.31%)	61 (0.28%)	1.66	00:00:50	85.25%	68.85%
35. Louisiana	**56** (0.30%)	64 (0.30%)	1.92	00:01:04	68.75%	60.94%
36. Oklahoma	**51** (0.27%)	53 (0.25%)	1.74	00:01:16	83.02%	67.92%
37. Utah	**51** (0.27%)	55 (0.25%)	1.35	00:00:27	83.64%	76.36%
38. (not set)	**46** (0.25%)	47 (0.22%)	3.36	00:03:36	89.36%	51.06%
39. Rhode Island	**42** (0.22%)	44 (0.20%)	1.86	00:01:35	72.73%	68.18%
40. West Virginia	**39** (0.21%)	43 (0.20%)	1.67	00:00:39	74.42%	60.47%
41. Nevada	**34** (0.18%)	35 (0.16%)	2.03	00:01:59	85.71%	54.29%
42. Mississippi	**32** (0.17%)	33 (0.15%)	1.55	00:00:31	90.91%	72.73%
43. Vermont	**30** (0.16%)	34 (0.16%)	1.85	00:01:01	73.53%	64.71%
44. Idaho	**28** (0.15%)	29 (0.13%)	1.83	00:01:07	96.55%	51.72%
45. Arkansas	**26** (0.14%)	28 (0.13%)	2.07	00:00:54	71.43%	53.57%
46. South Dakota	**21** (0.11%)	25 (0.12%)	2.04	00:00:54	84.00%	72.00%
47. Montana	**18** (0.10%)	18 (0.08%)	1.72	00:01:38	100.00%	61.11%
48. New Mexico	**18** (0.10%)	20 (0.09%)	2.15	00:00:30	85.00%	45.00%
49. Wyoming	**17** (0.09%)	18 (0.08%)	1.61	00:01:12	88.89%	66.67%
50. North Dakota	**14** (0.07%)	15 (0.07%)	2.20	00:00:54	73.33%	53.33%

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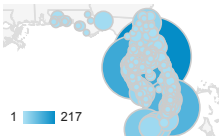
ALL » COUNTRY: United States » REGION: Florida

Nov 1, 2019 - Nov 30, 2019

All Users
6.98% Users

Map Overlay

Site Usage



City	Users	Sessions	Pages / Session	Avg. Session Duration	% New Sessions	Bounce Rate
	1,398 % of Total: 6.98% (20,017)	**1,551** % of Total: 6.72% (23,094)	**1.90** Avg for View: 1.52 (24.55%)	**00:01:16** Avg for View: 00:00:47 (61.69%)	**78.85%** Avg for View: 75.20% (4.85%)	**63.31%** Avg for View: 75.39% (-16.02%)
1. Orlando	**217** (15.32%)	234 (15.09%)	1.82	00:01:10	79.49%	65.38%
2. Tampa	**144** (10.17%)	158 (10.19%)	1.90	00:01:06	78.48%	66.46%
3. Miami	**116** (8.19%)	128 (8.25%)	1.80	00:00:49	78.91%	67.97%
4. Key West	**59** (4.17%)	69 (4.45%)	2.06	00:01:45	56.52%	56.52%
5. (not set)	**43** (3.04%)	47 (3.03%)	2.04	00:00:52	85.11%	65.96%
6. Jacksonville	**30** (2.12%)	31 (2.00%)	2.03	00:01:38	87.10%	51.61%
7. Marathon	**26** (1.84%)	47 (3.03%)	1.55	00:01:25	38.30%	78.72%
8. Cape Coral	**24** (1.69%)	25 (1.61%)	1.56	00:00:20	80.00%	64.00%
9. Big Pine Key	**20** (1.41%)	22 (1.42%)	1.82	00:00:34	72.73%	59.09%
10. Summerland Key	**17** (1.20%)	17 (1.10%)	2.47	00:02:16	82.35%	52.94%
11. Key Largo	**16** (1.13%)	16 (1.03%)	1.69	00:00:41	87.50%	62.50%
12. Doral	**13** (0.92%)	13 (0.84%)	1.62	00:00:32	92.31%	69.23%
13. Port St. Lucie	**12** (0.85%)	15 (0.97%)	1.47	00:00:39	66.67%	73.33%
14. St. Petersburg	**12** (0.85%)	13 (0.84%)	1.54	00:00:59	92.31%	69.23%
15. Fort Lauderdale	**11** (0.78%)	12 (0.77%)	4.17	00:00:58	66.67%	41.67%
16. Ocala	**11** (0.78%)	11 (0.71%)	2.18	00:02:21	100.00%	45.45%
17. Pompano Beach	**11** (0.78%)	19 (1.23%)	2.05	00:00:31	36.84%	47.37%
18. Tallahassee	**11** (0.78%)	13 (0.84%)	1.15	00:00:31	69.23%	92.31%
19. Hialeah	**9** (0.64%)	18 (1.16%)	1.39	00:01:56	33.33%	66.67%
20. Miami Beach	**9** (0.64%)	9 (0.58%)	1.33	00:00:18	100.00%	77.78%
21. Richmond West	**9** (0.64%)	9 (0.58%)	2.22	00:01:44	77.78%	55.56%
22. Fort Myers	**8** (0.56%)	9 (0.58%)	1.11	00:00:11	66.67%	77.78%
23. Port Charlotte	**8** (0.56%)	8 (0.52%)	1.12	00:00:02	87.50%	87.50%

24. Palm Beach Gardens	**8** (0.56%)	8 (0.52%)	1.25	00:00:19	100.00%	75.00%
25. Plantation	**8** (0.56%)	8 (0.52%)	3.00	00:01:18	100.00%	25.00%
26. Tamarac	**8** (0.56%)	9 (0.58%)	1.33	00:03:56	77.78%	77.78%
27. Bradenton	**7** (0.49%)	8 (0.52%)	4.62	00:02:37	50.00%	37.50%
28. Daytona Beach	**7** (0.49%)	7 (0.45%)	2.29	00:00:33	71.43%	71.43%
29. Deerfield Beach	**7** (0.49%)	7 (0.45%)	1.57	00:00:07	85.71%	57.14%
30. New Smyrna Beach	**7** (0.49%)	9 (0.58%)	1.11	00:00:05	77.78%	88.89%
31. Ormond Beach	**7** (0.49%)	9 (0.58%)	4.00	00:04:48	77.78%	55.56%
32. Palm Harbor	**7** (0.49%)	7 (0.45%)	2.14	00:05:02	85.71%	57.14%
33. Plant City	**7** (0.49%)	7 (0.45%)	1.29	00:00:02	85.71%	85.71%
34. Trinity	**7** (0.49%)	8 (0.52%)	1.25	00:00:11	87.50%	75.00%
35. Wellington	**7** (0.49%)	8 (0.52%)	2.12	00:01:55	75.00%	37.50%
36. Delray Beach	**6** (0.42%)	7 (0.45%)	1.29	00:00:02	85.71%	85.71%
37. Gainesville	**6** (0.42%)	6 (0.39%)	1.83	00:00:22	100.00%	50.00%
38. Hollywood	**6** (0.42%)	6 (0.39%)	1.50	00:01:01	100.00%	66.67%
39. Homestead	**6** (0.42%)	7 (0.45%)	2.57	00:01:02	85.71%	57.14%
40. Palm Bay	**6** (0.42%)	6 (0.39%)	2.00	00:03:02	83.33%	33.33%
41. Pembroke Pines	**6** (0.42%)	6 (0.39%)	2.33	00:04:04	83.33%	66.67%
42. Sarasota	**6** (0.42%)	6 (0.39%)	3.17	00:02:05	100.00%	16.67%
43. Spring Hill	**6** (0.42%)	7 (0.45%)	2.29	00:02:18	85.71%	28.57%
44. Clearwater	**5** (0.35%)	5 (0.32%)	2.20	00:01:51	80.00%	60.00%
45. Eustis	**5** (0.35%)	5 (0.32%)	1.80	00:00:12	100.00%	80.00%
46. Lakeland	**5** (0.35%)	5 (0.32%)	2.40	00:00:16	100.00%	80.00%
47. Lehigh Acres	**5** (0.35%)	5 (0.32%)	2.00	00:00:33	100.00%	20.00%
48. Melbourne	**5** (0.35%)	5 (0.32%)	1.40	00:00:06	100.00%	80.00%
49. Oviedo	**5** (0.35%)	5 (0.32%)	1.00	00:00:00	100.00%	100.00%
50. Coral Springs	**5** (0.35%)	5 (0.32%)	2.20	00:00:27	100.00%	20.00%

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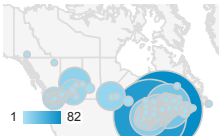
ALL » COUNTRY: Canada

Nov 1, 2019 - Nov 30, 2019

All Users
3.50% Users

Map Overlay

Site Usage



City	Users	Sessions	Pages / Session	Avg. Session Duration	% New Sessions	Bounce Rate
	701 % of Total: 3.50% (20,017)	**751** % of Total: 3.25% (23,094)	**1.70** Avg for View: 1.52 (11.42%)	**00:00:59** Avg for View: 00:00:47 (26.95%)	**90.81%** Avg for View: 75.20% (20.76%)	**62.85%** Avg for View: 75.39% (-16.64%)
1. Montreal	**82** (11.58%)	87 (11.58%)	1.48	00:00:35	91.95%	65.52%
2. Toronto	**68** (9.60%)	70 (9.32%)	1.73	00:00:40	90.00%	67.14%
3. (not set)	**43** (6.07%)	44 (5.86%)	1.64	00:01:03	95.45%	68.18%
4. Quebec City	**26** (3.67%)	26 (3.46%)	1.85	00:01:04	100.00%	65.38%
5. Hamilton	**18** (2.54%)	22 (2.93%)	2.09	00:01:32	77.27%	63.64%
6. Edmonton	**14** (1.98%)	14 (1.86%)	1.93	00:02:25	100.00%	57.14%
7. Ottawa	**14** (1.98%)	15 (2.00%)	2.07	00:01:30	93.33%	60.00%
8. Gatineau	**14** (1.98%)	18 (2.40%)	1.83	00:01:52	72.22%	61.11%
9. Winnipeg	**11** (1.55%)	13 (1.73%)	1.54	00:01:20	76.92%	69.23%
10. Mississauga	**11** (1.55%)	11 (1.46%)	1.82	00:01:14	100.00%	54.55%
11. Calgary	**9** (1.27%)	9 (1.20%)	2.22	00:01:16	88.89%	33.33%
12. Trois-Rivieres	**9** (1.27%)	10 (1.33%)	1.80	00:00:56	90.00%	50.00%
13. Laval	**8** (1.13%)	8 (1.07%)	1.88	00:01:40	87.50%	62.50%
14. Levis	**8** (1.13%)	8 (1.07%)	1.50	00:00:56	100.00%	62.50%
15. Vaudreuil-Dorion	**8** (1.13%)	8 (1.07%)	1.75	00:01:36	100.00%	75.00%
16. Surrey	**7** (0.99%)	7 (0.93%)	1.14	00:00:01	100.00%	85.71%
17. Kawartha Lakes	**7** (0.99%)	8 (1.07%)	1.25	00:00:12	87.50%	75.00%
18. London	**7** (0.99%)	7 (0.93%)	1.43	00:01:36	100.00%	71.43%
19. Drummondville	**7** (0.99%)	9 (1.20%)	3.11	00:03:59	77.78%	55.56%
20. Granby	**6** (0.85%)	6 (0.80%)	1.50	00:00:24	100.00%	66.67%
21. Longueuil	**6** (0.85%)	6 (0.80%)	1.50	00:00:16	100.00%	66.67%
22. Saint-Constant	**6** (0.85%)	6 (0.80%)	1.00	00:00:00	100.00%	100.00%
23. Saint-Eustache	**6** (0.85%)	8 (1.07%)	1.12	00:00:03	75.00%	87.50%

24. Victoriaville	**6** **(0.85%)**	6 (0.80%)	1.67	00:00:26	100.00%	66.67%
25. Ajax	**5** **(0.71%)**	5 (0.67%)	2.20	00:00:52	100.00%	60.00%

Rows 1 - 25 of 193

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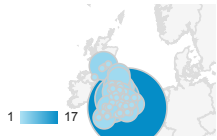
ALL » COUNTRY: United Kingdom

Nov 1, 2019 - Nov 30, 2019

All Users
0.72% Users

Map Overlay

Site Usage



City	Users	Sessions	Pages / Session	Avg. Session Duration	% New Sessions	Bounce Rate
	145 % of Total: 0.72% (20,017)	**148** % of Total: 0.64% (23,094)	**1.68** Avg for View: 1.52 (9.88%)	**00:01:04** Avg for View: 00:00:47 (37.24%)	**93.92%** Avg for View: 75.20% (24.89%)	**67.57%** Avg for View: 75.39% (-10.38%)
1. (not set)	**20** (13.70%)	21 (14.19%)	2.10	00:02:12	90.48%	52.38%
2. London	**17** (11.64%)	17 (11.49%)	1.53	00:01:14	88.24%	70.59%
3. Birmingham	**6** (4.11%)	6 (4.05%)	1.33	00:00:02	100.00%	66.67%
4. Bradford	**3** (2.05%)	3 (2.03%)	1.67	00:00:25	100.00%	33.33%
5. Bristol	**3** (2.05%)	3 (2.03%)	1.00	00:00:00	100.00%	100.00%
6. Coventry	**3** (2.05%)	3 (2.03%)	2.00	00:00:09	100.00%	33.33%
7. Glasgow	**3** (2.05%)	3 (2.03%)	2.33	00:03:33	66.67%	33.33%
8. Cannock	**2** (1.37%)	2 (1.35%)	1.50	00:00:07	100.00%	50.00%
9. Colchester	**2** (1.37%)	2 (1.35%)	1.00	00:00:00	100.00%	100.00%
10. Crewe	**2** (1.37%)	2 (1.35%)	1.00	00:00:00	100.00%	100.00%
11. Goole	**2** (1.37%)	2 (1.35%)	1.00	00:00:00	100.00%	100.00%
12. Horley	**2** (1.37%)	2 (1.35%)	1.50	00:00:02	100.00%	50.00%
13. Huntingdon	**2** (1.37%)	2 (1.35%)	5.00	00:15:20	100.00%	0.00%
14. Leeds	**2** (1.37%)	2 (1.35%)	1.50	00:02:18	100.00%	50.00%
15. Newcastle upon Tyne	**2** (1.37%)	2 (1.35%)	3.50	00:01:09	100.00%	50.00%
16. Newton Aycliffe	**2** (1.37%)	2 (1.35%)	1.00	00:00:00	100.00%	100.00%
17. Nottingham	**2** (1.37%)	2 (1.35%)	1.00	00:00:00	100.00%	100.00%
18. Plymouth	**2** (1.37%)	2 (1.35%)	1.50	00:00:22	100.00%	50.00%
19. Winsford	**2** (1.37%)	2 (1.35%)	1.00	00:00:00	100.00%	100.00%
20. Pontypridd	**2** (1.37%)	2 (1.35%)	1.00	00:00:00	100.00%	100.00%
21. Ashbourne	**1** (0.68%)	1 (0.68%)	1.00	00:00:00	100.00%	100.00%
22. Barnsley	**1** (0.68%)	1 (0.68%)	5.00	00:03:58	100.00%	0.00%
23. Basildon	**1** (0.68%)	1 (0.68%)	1.00	00:00:00	100.00%	100.00%

24. Basingstoke	**1** **(0.68%)**	1 (0.68%)	1.00	00:00:00	100.00%	100.00%
25. Berkhamsted	**1** **(0.68%)**	1 (0.68%)	5.00	00:01:02	100.00%	0.00%

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United States Department of the Interior

FISH AND WILDLIFE SERVICE
National Key Deer Refuge
28950 Watson Boulevard
Big Pine Key, FL 33043
Phone: (305) 872-2239

December 20, 2019

Monroe County Tourist Development Council
District II Advisory Committee
1201 White Street, Suite 102
Key West, FL 33040

Dear Monroe County Tourist Development Council and TDC DAC II:

We at the U.S. Fish and Wildlife Service's Florida Keys National Wildlife Refuges would like to thank you for your financial support in helping us construct outdoor public restrooms and an ADA ramp for our new Nature Center; funded partially through your FY 18 Capital Project Funding (Contract ID #2016). These projects were completed and open to the public in September, they are an asset to the community and to our knowledge are the only public restrooms available in the Lower Florida Keys! We sincerely appreciate DAC II support for the project and TDC time extensions there were required as a result of Hurricane Irma and federal government shut down effects on the projects. We encourage TDC and DACII members to visit and see the completed project and the new Nature Center. The Nature Center is free and open to the general public (currently open Mon-Sat). Even though we've been open since September we are hosting a "grand opening" celebration on Saturday, February 15th, from 10 am -2 pm. This family-friendly event is free and open to the general public. We hope some of you are able to attend. Thank you all for considering us a partner in helping make the Florida Keys a better place for visitors and our local community.

Sincerely,

Kristie Killam
Park Ranger/Visitor Services
Florida Keys National Wildlife Refuges Complex

TRASH
RECYCLE
The Florida Legacy
Sponsored Wildlife Habitats
Restoration and Energy Project was
made possible with the financial
support of the
Lake County
Board Development Council

dyson
dyson
dyson

Zoom Into Nature !
Wildlife and Habitat Management
Wildlife and Habitat Surveys
Removing Exotic (Non-Native) Species
Fire Management
Visitor Services and Education/Outreach
Habitat Restoration
Law Enforcement
Volunteers, Friends, and Partners
Backcountry Aquarium Exhibit
Great White He
National Key Deer Refuge
How You Behave Can Save

Florida Keys
NATIONAL WILDLIFE REFUGES
Nature Center
U.S. Fish & Wildlife Service
Department of the Interior
Home of the
National Key Deer Refuge

DATE: December 20, 2019

TO: District II Advisory Committee

FROM: Stacey Mitchell, TDC Marketing Director

RE: **Consideration and Action re: Appeal of DAC II Decision to Deny Funding of The Monroe County Board of County Commission Application for The Lower Keys Scenic Hwy Visiting Area Nature Center**

During the December 3, 2019 District II Advisory Committee (DAC II) meeting, the DAC considered a request from the Monroe County Board of County Commissioners (BOCC) to fund the Lower Keys Scenic Hwy Visiting Area Nature Center in the amount of $252,452 for the following scope of services:

- Construct Hardscape to include but not limited to: paved entrance from US-1, gravel parking, heritage trail connection, concrete sidewalk for ADA access
- Construct boardwalk with observation tower, tiki huts, and entrance gate
- Construction Engineering and Inspection (CEI)

The application was scored by each of the DAC members and did not score the 18 points or high enough by the majority of the sitting DAC members to be considered for funding. **The application was not funded.**

The BOCC requested an appeal to the DAC II decision at the TDC level. The item was reviewed by the TDC and a motion was made to send the application back to the DAC for further review and consideration of funding.

See the following attached documents relating to this application:

1. History of Project Application
2. DRAFT minutes from the December 18th, 2019 meeting (Not yet approved by the TDC)
3. Copy of the original application presented to the DAC
4. Score Sheets for the purpose of rescoring the application

Funds available are: $230,031

The DAC may take any of the actions listed below:

- Deny Funding
- Fund in full to $230,031 (Available amount)
- Partially fund
- Partially fund with reduced scope of services for which the DAC will pay

1

History of Project Applications:

FY 2019 2nd Round Capital Funding Application (FUNDED)

BOCC Requested $450,000 for above Lower Keys Scenic Hwy project for the Restroom phase and received $326,954 (project to be completed by September 30, 2020). The scope of services for this project are below:

- Construction of Restrooms with utility hook up at the Lower Keys Scenic Highway Viewing area

FY 2020 1st Round Capital Funding Application (NOT FUNDED)

BOCC Requested $300,000 for their project at the Lower Keys Scenic Hwy for the following scope of services:

- Construct Hardscape to include but not limited to: paved entrance from US-1, gravel parking, heritage trail connection, concrete sidewalk for ADA access
- Construct boardwalk with observation tower, tiki huts, and entrance gate
- Construction Engineering and Inspection (CEI)

The project was denied funding even though the majority of the DAC members scored in favor of the project.

2

Notes from December 18, 2019 TDC Meeting – Not yet approved by TDC

Consideration and Action re: Appeal of DAC II Decision to Deny Funding Monroe County BOCC for the Lower Keys Scenic Highway Viewing Area Nature Center Project: Ms. Mitchell stated that the DAC II had advertised a 2nd round of FY 2020 Capital Project Applications with available funds of $252,456. Two applications were received, one from Monroe County BOCC and one from the Coral Restoration Foundation. Coral Restoration Foundation was funded in an amount of $22,425 leaving a balance of $230,031 in DAC II Capital Resources. The DAC considered the request from Monroe County for the Lower Keys Scenic Highway Viewing Area Nature Center, but the application did not score 18 points or higher by the majority of the sitting DAC members and was not allocated funding. Ms. Mitchell stated that Monroe County BOCC has requested an appeal to the TDC of the DAC II decision of denying funding to the project.

Mr. Kevin Wilson, Assistant County Administrator, was in attendance to provide an overview of the project and to present the appeal. Mr. Wilson stated that while many of the projects that the County requests TDC funding for do not directly provide "heads in beds" they do enhance the experience of the visitor. He stated that the intent of this project was to create a small nature center on the water with a boardwalk, viewing tower and kayak/paddle board/canoe launch. The total project cost was estimated to be $1.9M, with a $1M grant from DOT partially funding the project. Mr. Wilson stated that with the TDC funds previously granted for the construction of restrooms at the facility and these requested funds, the total TDC funding portion would be around 25% of the total project cost. He stated that the reason for the appeal was that this project does benefit the community and the funds were available for the project. He commented that recently the BOCC has provided direction to the TDC to utilize more Capital Resources. Mr. Wilson said that the DACs roll is very important in making the decision of which projects to fund when there are more applications than available funds. He also commented that in several DAC's he had heard that the reason for not spending all available Capital Resources was to save funds for larger projects and in case of a natural disaster. He stated that he did not believe that TDC Capital Resources were intended to solve problems after a natural disaster, and that was what insurance was for. Mayor Carruthers asked if there were any larger projects that the DAC was setting aside funding for. Ms. Mitchell stated that there had been no communication of larger projects coming forward. Mayor Carruthers commented that she liked the idea of having a "mini everglades" experience for visitors.

Ms. Irwin asked for input from the DAC II Chairperson. Mr. Henry Hamilton explained that previously the DAC had recommended funding for the bathroom portion of the project. He stated that the DAC had also funded bathrooms for the U.S. Fish and Wildlife Services for the Florida Keys National Wildlife Refuge Nature Center and cleaning/maintenance of the restrooms at Veterans Park. Mr. Hamilton stated that it was the understanding of the DAC that the County had available the $1.9M for the project and that the project would go forward without TDC funding and any funds reimbursed for the project would be spent elsewhere in the County. He said that the DAC would like to build up the Capital Resources for any larger projects that might come forward, but he was not aware of any

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upcoming projects. Ms. Tippett stated that she felt that this item should be sent back to the DAC to reconsider, as it was a unanimous vote not to fund the project. She thought that they missed how the project would enhance the visitor's experience on Big Pine. She stated that she thought the DAC members have been "fed up" with funding restrooms that are not completed, and that the DAC had not looked at the overall picture. Mr. Wilson stated that when the applications are submitted, a specified "scope of work" must be provided for the funds requested, but in reality, an entire facility was being built. He commented that the timeline for building the facility has been lengthy as FDOT works on a 5-year funding cycle and that it was required to re-zone the property for the project. He also stated that while County funding was in place for the project, TDC funding would allow the County funds to be utilized for other projects that did not qualify for TDC funding. Mayor Carruthers asked for clarification on why the restrooms at the Nature Center had not yet been constructed. Mr. Wilson responded that part of the reason that the restrooms had not yet been constructed was because of waiting to begin construction on the remainder of the facility and another part was due to the lengthy permitting/approval process. Mayor Carruthers also asked Mr. Wilson to address the funding for Veterans Park. Mr. Wilson replied that he believed that no TDC funding was utilized for cleaning/maintenance of the park during the time period that the park was closed. Ms. Pacini stated that this was correct. Mr. Wilson continued that the County is working with the EPA and FEMA to restore and reopen the restrooms at Veterans Park, and that it has been a very long process. Mr. Hamilton stated that he was in agreement of sending the item back to the DAC for reconsideration.

Mayor Carruthers stated that she reviewed the DAC member score sheets for the application and stated that she was surprised by the difference in the scores given by the members from the different areas of the district and that she hated to see that there was a conflict when the members represent the same DAC. Ms. Jodi Weinhofer encouraged the TDC, as a general rule, to not overrule what the DAC recommends and instead send it back to the DAC to reconsider. She stated that the DAC members know what the district needs and wants are. Ms. Schmidt agreed that the item should be sent back to the DAC for reconsideration and that she felt it was a worthwhile project. Mayor Carruthers stated that the DAC was an advisory committee to the TDC and ultimately to the BOCC and while she did not object to sending the item back to the DAC that there are checks and balances in the system with the appeal process being one of them. Mayor Johnston agreed with sending the item back to the DAC. Mr. Bernardin stated that he did not mind sending the item back to the DAC, he also stated that he questioned the scoring of the project as there were several score sheets with the lowest possible score, which to him meant that the project had no redeeming value. He questioned how a project could have no redeeming value. Ms. Irwin stated that on paper this project is such a worthwhile project and was keeping within the TDC mission statement and how the TDC has been directed to spend Capital Resources. She also stated that the project had a coalition of organizations supporting the project and supports the image of the district. She stated that she was stunned that a project with these values received such low scores. Ms. Irwin stated that she has great respect for the DACs and for the process and did not want to waste time and resources and asked Mr. Hamilton if after hearing the input from the TDC Board members if he felt that the DACs decision would change. Mr. Hamilton stated that

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the DAC would discuss the project. He also stated that this project had requested all the DAC's available Capital Resources and not what was needed for the project. Mayor Carruthers commented that if this was the case, they would have requested the $900,000 the project was short after the grant from FDOT and that knowing that the DAC did not have $900,000 they only requested what was available. Mayor Carruthers asked if the DAC was able to allocate funding in a lesser amount than what was requested. Ms. Irwin stated yes, that happens often. Mr. Bernardin asked if the DAC had considered funding the project at a lesser amount. Mr. Hamilton replied that the project had not scored high enough to be considered for funding and that therefore it had not been discussed. Ms. Tippett stated that the item should be taken back to the DAC and that the DAC should be reeducated that a project can be funded at a lesser amount than requested. She also stated that she felt that with the DAC being separated geographically that the DAC did not understand how important this project could be.

Ms. Irwin stated that she was hearing that the will of the TDC Board was to return the item to the DAC with education of the process and with the input from the TDC Board that the scoring of the project did not look as if it reflected the value of the project.

Mayor Johnston moved approval to return the item to the District II Advisory Committee to reconsider the application submitted by the Monroe County BOCC for the Lower Keys Scenic Highway Nature Center project, Ms. Tippett seconded.

A roll call vote was taken with the following results:

Mr. James Bernardin	Yes	
Mayor Heather Carruthers	Yes	
Mayor Teri Johnston	Yes	
Ms. Diane Schmidt	Yes	
Ms. Gayle Tippett	Yes	
Ms. Rita Irwin	No	Motion passed.

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3

APPLICATION FOR CAPITAL PROJECT FUNDING

This application is to request funding from the following District(s):

☒ **District II:** Lower Keys - (city limits of Key West to west end of Seven Mile Bridge)

☐ **District IV:** Islamorada - (between Long Key Bridge and Mile Marker 90.939)

☐ **District V:** Key Largo - (from Mile Marker 90.940 to the Dade/Monroe County line and any portions of mainland Monroe County)

APPLICANT ORGANIZATION: Monroe County Board of County Commissioners
(Registered business name exactly as it appears on www.sunbiz.org). Attach as **Exhibit A**

PROJECT TITLE: Lower Keys Scenic Highway Viewing Area - Nature Center

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER OF APPLICANT'S ORGANIZATION:
59-6000749

NEW FOR THIS YEAR

The Monroe County Clerk of the Court now accepts electronic signatures on agreements. If funding is awarded, the final agreement will need to be sent **directly** to the President of the applicant organization (as listed above) for electronic signature. The email **cannot** be forwarded to another email address. If a person other than the President will be signing the agreement, documentation in the form of approved minutes, resolution or by-laws of the organization identifying said individual as an authorized person to sign on behalf of the organization must be provided. **It is the responsibility of the applicant to notify the TDC Administrative office of any changes to the contact information provided below**. (If the applicant is a governmental entity that is unable to provide an electronic signature, alternate arrangements will be made for obtaining signature by the TDC Administrative office)

PRESIDENT NAME: _____

PRESIDENT EMAIL ADDRESS: _____

DESIGNATED PROJECT CONTACT PERSON:
Please provide a contact for general correspondence for this project. The person listed below should be able to accept responsibility for receipt of information, other than the final agreement

Name & Title: Cary Knight, Director of Project Managemen

Telephone/mobile no.: 305) 292-4527 / (305) 699-9179

E-mail: Knight-Cary@monroecounty-fl.gov

Address: 1100 Simonton St., Suite 2-216
Key West, FL 33040

Website for Facility: pending

LOCATION OR ADDRESS OF PROJECT: *Provide physical (postal service) address, RE#* ***and*** *legal description (lot, block, subdivision) and attach map.*

29550 Overseas Highway, Big Pine Key, FL 33043

RE# 00111740-000100

TYPE OF APPLICANT: ☐ Non-Profit ☒ Governmental Entity

WHICH OF THE FOLLOWING APPLIES TO YOUR FACILITY?

☒ Publicly owned and operated ☐ Owned and operated by a non-profit organization

☐ Publicly owned and operated by a non-profit organization

WHICH OF THE FOLLOWING BEST DESCRIBES YOUR FACILITY?

☐ Convention Center ☐ Sports Stadium ☐ Sports Arena ☐ Coliseum

☐ Auditorium ☐ Aquarium ☐ Museum ☐ Zoological Park

☒ Nature Center ☐ Fishing Pier ☐ *Beach or Beach Park Facility, channel, estuary or lagoon

☐ Public facilities in accordance with conditions set forth in F.S. 125.0104(5)(a)(6)

WHICH OF THE FOLLOWING APPLIES TO YOUR PROJECT?

☐ Acquire ☒ Construct ☐ Extend ☐ Enlarge ☐ Remodel

☐ Repair ☐ Improve

***IF YOU CHECKED THE BOX FOR BEACH OR BEACH PARK FACILITY, WHICH OF THE FOLLOWING APPLIES?**

☐ Improvement ☐ Renourishment ☐ Restoration ☐ Erosion control

☐ Maintenance ☐ Construct ☐ Repair

If the TDC/County requires a Conservation Easement Deed or mortgage note requiring repayment of TDC monies in the event of transfer of ownership or change in use of the premises, would you be agreeable to executing same?

☒ Yes ☐ No

Code Enforcement: Does your organization/property have any outstanding code violations and/or fines/costs or liens? (Please note that pursuant to Section 2-25(e), Monroe County Code, organizations with outstanding code compliance fines are not eligible to receive grants or contracts from the county until such time as the fines are resolved through payment or settlement.) ☐ Yes ☒ No If you have answered yes, please explain below:

Please only complete the section of page 12 or 13 which corresponds to your type of application

Non-Profit Organizations

Payment may be up to 75% reimbursement of the total cost of each segment of the project, subject to the maximum reimbursement amount of expenditures for each segment (if the project work is segmented) as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment of work in advance of seeking the up to 75% reimbursement. For purposes of this application no more than fifty percent (50%) of out of pocket cost for non-profits shall be of in-kind services and materials, and no in-kind services shall be reimbursed. If the TDC Funds Requested are allocated at less than 75% of the total project cost, only then may the organization request to allow additional in-kind services after submission of the application, which must be entered into your final agreement. The project may be broken down into 2 or 3 segments. When one segment is completed, reimbursement of the TDC portion of that completed segment cost can be applied for through the TDC. For acquisition of property see important information on page 6.

Total Project Cost:	TDC Funds Requested: (Up to 75% of Total Project Cost)	Organization Out of Pocket Cost: (Total Project Cost less TDC Funds Requested)	Confirmed In-Kind Services (Up to 50% of Out of Pocket Costs)	Confirmed/Available Hard Dollar Funds: (Total Project Cost Less In-Kind Services)	Organizations Financial Investment: (Out of Pocket Cost Less In-Kind Services)
$	$	$	$	$	$

In the space below list all in-kind services and goods and their values. These values are subject to negotiation with TDC/County. Please refer to page 4 of this application.

Governmental Entities

Payment may be up to 100% reimbursement of the total cost of each segment of the project, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment in advance of seeking up to 100% reimbursement. The project may be broken down into 2 or 3 segments. For acquisition of property see important information on page 6.

Total Project Cost:	TDC Funds Requested: (Up to 100% of Total Project Cost)	Governmental Agency Out of Pocket Cost (Total Project Cost less TDC Funds Requested)	I have highlighted the line item in budget for this specific project. Enclose portion of line item budget as proof of funding for **Exhibit B** ☐
$1.930,800	$252,452	$451,394	

Public Facilities

Segment #1 – Study

Payment will be 100% reimbursement of the total cost of the study segment of the project, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost of this segment in advance of seeking reimbursement. The project may be broken down into additional segments. For acquisition of property see important information on page 6.

Total Study Cost:	TDC Funds Requested: (Up to 100% of Total Study Cost)	Governmental Agency Out of Pocket Cost (Total Project Cost less TDC Funds Requested)	I have highlighted the line item in budget for this specific project. Enclose portion of line item budget as proof of funding for **Exhibit B** ☐
$ _____	$ _____	$ _____	

Estimated completion date for study:

_____

Segment #2 - Project

Payment will be up to 70% reimbursement of the physical project segment, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment in advance of seeking reimbursement. The project may be broken down into additional segments. For acquisition of property see important information on page 6.

Total Project Cost(not including study):	TDC Funds Requested: (Up to 70% of Total Project Cost)	Governmental Agency Out of Pocket Cost (Total Project Cost less TDC Funds Requested)	I have highlighted the line item in budget for this specific project. Enclose portion of line item budget as proof of funding for **Exhibit B** ☐
$ _____	$ _____	$ _____	

TDC requires confirmation in writing that project funds are in place at the time of this application for grant funds (see Performance Guarantee on page 4) **Enclose proof of funding as Exhibit B**.

In the space below list the specific items/services, and the estimated dollar amount for each of those items/services that your requested TDC funds will be spent on (please do not include contingency fees or warranty fees as part of your budget):

The total construction related cost of this project will be $1,930,800.
The County has received FDOT LAP grant funding in the amount of $900,000 towards construction.
This project was approved for FY2019 (Second Round) TDC Grant Funding for the construction of a Restroom Facility wih Utiilty Hookups in the amount of $326,954 (the original request was for $450,000, leaving $123,046 of the original request).
An additional request for $300,000 is requested to fund construction of Hardscape (Paved Entrance from US-1, Gravel Parking, Heritage Trail Connection, Concrete Sidewalk for ADA access), Boardwalk with Observation Tower, Tiki Huts, Entrance Gate and Construction Engineering and Inspection (CEI).
The remaining $403,846 will be funded out of County Capital funds.

1. Use:

a) Original use of structure and date of construction:

Vacant land

b) Present use:

Vacant land

c) Proposed use:

Nature Center

d) Insert or attach photograph of existing site (**Enclose as Exhibit C**):

e) Historic designation: Indicate whether the property has been listed in the National Register, is located in a National Register district, is a locally designated historic landmark or is located in a locally designated historic district. If located within a historic district, provide the official name of the district. This information is available from the planning agency having jurisdiction over the property.

Not historic - not listed on the Florida Division of Historic Resources Master Site File.

All Capital projects funded by the TDC shall be owned and operated by a governmental entity or non-profit organization. Applicant shall provide proof of property ownership, long-term lease or

service contracts for consideration of funding, and should show sufficient expertise or financial capability to operate such facilities (**Enclose as Exhibit D**).

2. Ownership or other interest in property by applicant:

   a) Official records reference for ownership documentation
   b) If not owned by applicant, provide long-term lease of property, or service contract and provide notarized consent letter from owner for use of property as outlined in this application

3. If proposed project calls for transfer of title of real property to County, at least two (2) current real estate appraisals and one (1) environmental assessment shall be provided (**Enclose as Exhibit E**). The TDC/County shall ascertain, prior to acceptance of any donation or prior to purchase, that the property will pose no environmental hazard or liability for same, to County. The TDC/County must also ascertain permissible governmental interest in the transfer of title. Indicate any such proposed title transfers here.

N/A

4. This paragraph applies only to an acquisition funding request, but you will still need to complete items 5 through 13, whether this is new construction or renovations, additions or exhibits. Indicate the area of the property to be acquired in acres:

N/A

In evaluating applications for acquisition funding, an important consideration is the appropriateness of the size of the site to be acquired. Determinations of the appropriateness of site size will be made on a case-by-case basis and will depend on the characteristics for which the property is considered to be significant. Sufficient property should be acquired to assure that the historic relationship of a structure or archaeological site to its surrounding environment is preserved. However, it is important that no more property than is necessary to achieve established preservation objectives be included in the acquisition project application. As this factor is crucial to favorable consideration of your grant application and will have substantial impact on the cost of the required application documentation, we encourage prospective applicants to consult with the staff of the TDC Administrative Office prior to initiating the required documentation.

5. Protection of property: Indicate any type of state or federal protection currently afforded the property. It may be that more than one type may be applicable. Provide citations for applicable local protective ordinances. Include copies of property-specific restrictive legal instruments in an attachment. By signing and submitting this application, the proposer **warrants** that **all** restrictions are disclosed. Failure to include **every** restriction on the property may result in immediate termination of any agreement and demand for return of any monies paid thereunder (**Enclose as Exhibit F**).

The property was acquired by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as part of the Florida Forever conservation and recreation land acquisition program. The Conservation Management Plan for the property is in accordance with subsection 253.034, Florida Statutes, pursuant to the terms of the sublease.

6. Is the property threatened by imminent destruction, deterioration or other loss which may include demolition, vacancy, severe deterioration, loss of structural integrity, encroaching development, adverse environmental conditions, vandalism, etc.? Be specific regarding the nature of immediacy of the threat. If so, describe in detail:

The property is vacant land and shows the remnants of unauthorized overnight camping and dumping.

7. a) Are there any building restrictions on the site? If so, describe. Attach copies of all recorded easement and restrictive covenants. By signing and submitting this application, the proposer **warrants** that **all** restrictions are disclosed. Failure to include **every** restriction on the property may result in immediate termination of any agreement and demand for return of any monies paid thereunder (**Enclose as Exhibit G**).

The Conservation Management Plan for the property is in accordance with subsection 253.034, Florida Statutes, pursuant to the terms of the sublease and all required local permits including the County Building permits will be obtained.

b) Is the proposed project compatible with the County's and/or the Municipality's Concurrency Requirements under the existing and proposed Land Use Comprehensive Plan?

☒ Yes ☐ No

Describe below how you have ascertained such compatibility. (Note: If your description does not provide information about existing permits and/or review by the County Planning Department, your application shall be rejected. Please list all permits required to complete this project)

The property was acquired for the purposes of conservation and recreation by providing public access to outstanding Florida Waters. Monroe County obtained the sublease for the purpose of protecting and restoring native habitats while providing opportunities for public recreation and enjoyment. The statutory authority for these uses is found in the Monroe County 2010 Comprehensive Plan and the Big Pine Key/US 1 Corridor Area Enhancement Plan.

c) Does the site contain endangered or threatened species of flora or fauna?

☐ Yes ☒ No If yes, attach explanation as **Exhibit H**

d) Indicate whether or not the project will be accessible to the handicapped per Chapter 553, Part V, Florida Statutes and the Americans with Disabilities Act of 1990, Public Law 101-336, as amended.

☒ Yes ☐ No If no, attach explanation as **Exhibit I**

e) Explain how your facility will utilize recycling within the work of your proposed project:

N/A

f) Public accessibility and use: Indicate the extent to which the property is currently or will be scheduled to be open to the public each year (hours per day, days per week and weeks per year) upon project completion. Estimate the number of persons who will use or visit the completed facility annually. For archaeological projects, if the site will not be accessible to the public, estimate the number of persons annually who will be exposed to the interpretive materials and reports resulting from the project. How was this estimate derived?

The nature center will be open to the public daily from 7:00am - Sunset. It is expected that the public use will increase each year as residents and tourists become aware of the new facility.

8. Describe present physical condition of site: (attach legal description per property tax records). Indicate the present condition of the property by checking the appropriate term below:

☐ Excellent: The property is habitable and occupied; no repairs are needed. All physical evidence indicates that the property is under continuous maintenance. Application is for expansion and enhancement.

☐ Good: The property is habitable and occupied; only replacement or cosmetic repairs are needed (e.g., peeling paint, missing ornamental features, windows, doors, some deteriorated mortar, etc.) Property is maintained but in need of minor repair.

☒ Fair: The property is habitable but may be vacant. Both the structural integrity (foundation, framing, etc.) and weather tight integrity of the property (siding, walls, roofing, etc.) are in jeopardy because of prolonged neglect.

☐ Poor: The property is uninhabitable and vacant. Major structural repairs are needed. Weather tight integrity has been lost. The property is derelict, abandoned and not habitable without major rehabilitation work.

List any specific factors or problems which contribute to the present condition of the property.

The property is vacant land. Despite the installation of a locked gate and regular monitoring by Monroe County Sheriff's Office, the property shows the remnants of unauthorized overnight camping and dumping.

9. Status of Project Planning: (Any work initiated prior to the approval of an agreement by the Monroe County Board of County Commissioners will be at applicants own cost):

- ☐ Not yet initiated
- ☐ Initiated
- ☐ Schematics complete
- ☐ Design development completed
- ☒ Construction documents completed
- ☒ Permits have been obtained (if required)

10. Name and Address of Project Consultant (architect, engineer, contractor, etc.).

S&ME, 1615 Edgewater Drive, Suite 200, Orlando, FL 32804

Enclose preliminary plans or architectural documents completed to date - 1 set (**Enclose as Exhibit J**).

11. Has an agreement for architectural services or construction services been executed?

- ☒ Yes (costs will not be reimbursed by TDC)
- ☐ No
- ☐ Project does not require architectural services

12. It is the County's policy **not to fund operations and maintenance costs** of facilities. Describe the means by which the structure(s) affected by this project will be maintained subsequent to restoration/rehabilitation. Include sources and estimated amounts of funding for such maintenance.

Maintenance of the property and buildings will be facilitated by the Monroe County Facilities Maintenance Department.

13. Estimated Project completion date September 2020

14. How will the project enhance tourism in Monroe County?

Unique Features:
This park / Nature Center will allow the public to observe the unique natural environment of the Keys, access the water serving both bay-side and ocean-side and provide a reststop on the Overseas Highway Heritage Trail. This will be the only location offering all of these opportunities on Big Pine Key as well as adjacent keys from Spanish Harbour to Cudjoe Key.
Destination Events:
The planned amenities at the Park will support multiple destination events, including kayak touring, swimming, bicycling, and running, as well as combined events such as biathlons and triathlons.

15. Applicant must demonstrate the ability to complete the project as proposed and to maintain and operate the project as a viable and long-term tourist attraction that is open to the public.

Included in this demonstration should be a proposed operational budget and marketing program to promote this facility as a tourist attraction. (**Attach as Exhibit K**)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 435511-1	FPN:	FPN:
Federal No (FAIN): D617-046-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date: 6-13-17	Federal Award Date:	Federal Award Date:
Fund:	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:

County No: 90 (Monroe) Contract No: G0N68

Local Agency Vendor No: VF596000749-114 Local Agency DUNS No: 073876757

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this 19th day of June, 2017 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Monroe County Board of County Commission ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Authority: The Agency, by Resolution No. 124-2017 dated the 17th day of May, 2017, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in Monroe County Lower Keys Scenic Highway Viewing Area, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Agency agrees to complete the Project on or before September 30, 2018. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

A. The total cost of the Project is $ 900,000. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

B. The Department agrees to participate in the Project cost up to the maximum amount of $900,000 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. **Requisitions and Payments:**

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment.

Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative

agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Monroe County Bd. of County Commission

By: _____

Name: George Neugent

Title: Mayor

Attest: _____

Title: Pamela Hancock, Deputy Clerk for KEVIN MADOK, CLERK 5/17/2017

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM

_____
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY

DATE: 5-2-17

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Harold Desdunes

Title: Director of Transportation Development

Legal Review:

_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 435511-1

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Monroe County Board Of County Commissioners

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Project is located between mile marker 29 and mile marker 30. Project is approximatly 450 feet along US1.

PROJECT DESCRIPTION: Design a scenic pull off including information kiosk, restrooms, parking, lanscaping, a boardwalk with an overlook adjacent to US1 near North Pine Channel.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by June 30, 2017.
b) Right-of-Way requirements identified and provided to the Department by June 30, 2017.
c) Right-of-Way to be certified by June 30, 2017.
d) Construction contract to be let by August 16, 2017.
e) Construction to be completed by September 30, 2018.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Monroe County Monroe County BOCC 1100 Simonton Street Key West Fl 33040	FPN: 435511-1

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY:				
FY:				
FY:				
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY:				
FY:				
FY:				
Total PD&E Cost				
Design - 38 FY:				
FY:				
FY:				
Total Design Cost				
Right-of-Way - 48 FY:				
FY:				
FY:				
Total Right-of-Way Cost				
Construction-58 FY: 17/18	$ 850,000			$ 850,000
FY:				
FY:				
FY:				
Total Construction Cost	$ 850,000			$ 850,000
Construction Engineering and Inspection (CEI) - 68 FY: 17/18	$ 50,000			$ 50,000
FY:				
FY:				
Total CEI Cost	$ 50,000			$ 50,000
Operations – 88 FY:				
FY:				
FY:				
Total Operations Costs				
TOTAL COST OF THE PROJECT	$ 900,000			$ 900,000

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "C"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit C

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls; statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 124 -2017 **EXHIBIT F**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, APPROVING LOCAL AGENCY PROGRAM AGREEMENT BETWEEN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND MONROE COUNTY FOR FUNDING TO CONSTRUCT LOWER KEYS SCENIC VIEWING AREA LOCATED AT THE BIG PINE SWIMMING HOLE

WHEREAS, the Board of County Commissioners of Monroe County, Florida, hereinafter the "COUNTY", has jurisdiction over and maintains parks in the County; and

WHEREAS, the State of Florida, Department of Transportation, hereinafter the "DEPARTMENT", has agreed to have the COUNTY design and construct Lower Keys Scenic Viewing Area at Big Pine Swimming Hole, hereinafter referred to as the 'PROJECT', the individual elements of which are outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 435511-1, and has agreed to reimburse the COUNTY for eligible PROJECT costs up to a maximum limiting amount, as outlined in the attached Exhibit "B", 'Method of Compensation', which is herein incorporated by reference; and

WHEREAS, the COUNTY has agreed to supervise and inspect all aspects of PROJECT construction and administration; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Monroe County, Florida, that:

SECTION 1: Local Agency Program Agreement between the State of Florida, Department of Transportation and Monroe County is hereby approved.

SECTION 2: Upon execution, this Resolution shall be marked as Exhibit "F" and made a part of the Local Agency Program Agreement.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board on the 17th day of May, A.D., 2017.

Mayor George Neugent	Yes
Mayor Pro Tem David Rice	Yes
Commissioner Danny L. Kolhage	Yes
Commissioner Heather Carruthers	Yes
Commissioner Sylvia J. Murphy	Yes

(SEAL)
Attest: KEVIN MADOK, Clerk

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairperson

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
_____
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 5-3-17

FILED FOR RECORD
2017 JUN -5 AM 9:58
CLK. CIR. CT.
MONROE COUNTY, FLA

CLERK OF CIRCUIT COURT & COMPTROLLER
SUUM CUIQUE
MONROE COUNTY, FL

STATE OF FLORIDA
COUNTY OF MONROE
This copy is a True Copy of the Original on File in this Office. Witness My hand and Official Seal And that same is in full force and effect

This 5th **day of** June

A.D., 20 17

KEVIN MADOK, CPA
Clerk Circuit Court

By: _____
Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	**$900,000.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor George Neugent, District 2
Mayor Pro Tem David Rice, District 4
Heather Carruthers, District 3
Danny L. Kolhage, District 1
Sylvia J. Murphy, District 5

September 13, 2019

Xiomara Nunez
Local Program Administrator
FDOT District 6 Room 6112A
1000 NW 111th Avenue
Miami, FL 33172

RE: Federal Aid Number D617-046-B, FDOT Project Number 435511-1, Contract Number G0N68, Lower Keys Scenic Highway Viewing Area, Request for Time Extension

Dear Ms. Nunez:
Our agreement for the Lower Keys Scenic Highway Viewing Area (a.k.a. Big Pine Swimming Hole) is scheduled to expire on September 30, 2019. We would like to request a one-year extension to September 30, 2020 to complete the Construction phase due to the project delays related to permitting.

Thank you for your consideration.

If you have any questions or need additional information, please do not hesitate to contact me by e-mail at vick-cary@monroecounty-fl.gov

Sincerely,

Cary Vick
Project Manager

cc: Alfredo Reyna
Nestor Barrera

Approved:

9/16/19

Harold Desdunes, P.E.
FDOT District 6

Exhibit B

TDC & County Project Detail Form

Project ID#:	2283
Line Item Number:	118-78040-530340-TM98-367-X-530340

Name of Project:	**Lower Keys Scenic Highway Viewing Area – Nature Center**	**District Funding Project:**	**I**
Funding Category:	**Nature Center**	**Fiscal Year Funded:**	**2019**
Name of Project Manager:	**Cary Knight**	**Amount Funded:**	**$326,954**
Telephone Number:	**305-292-4527**	**Date of DAC Approval:**	**12/4/2018**
Email Address:	**Knight-Cary@MonroeCounty-Fl.gov**	**Date of TDC Approval:**	**12/18/2018**
		Completion Date:	**9/30/2020**

Scope of Services to Be Completed

Materials, equipment and labor required to:

- Construct Restrooms with utility hook up at the Lower Keys Scenic Highway Viewing area

Sign, scan in color and email this document to the TDC Administrative Office to Laura Hamm at Laura@fla-keys.com (Telephone: 296-1552 with questions)

Signature of Project Manager: _____ **Title:** DIR of PROJECT MANAGEMENT

Print Name: CARY KNIGHT **Date:** 1/2/19

Signature of Division Director: _____

Print Name: CARY KNIGHT **Date:** 1/2/19

Exhibit C

Looking Across Swimming Hole toward US-1

Looking Across Swimming Hole toward Pine Channel

Exhibit D

qPublic.net™ Monroe County, FL

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	00111740-000100
Account#	8968334
Property ID	8968334
Millage Group	100H
Location Address	29550 OVERSEAS Hwy, BIG PINE KEY
Legal Description	27 66 29 BIG PINE KEY PT LOT 1 OR1648-1576/79 (Note: Not to be used on legal documents.)
Neighborhood	10051
Property Class	STATE PARKS (8000)
Subdivision	
Sec/Twp/Rng	27/66/29
Affordable Housing	No

Owner

BOARD OF TRUSTEES OF THE IITF
3900 COMMONWEALTH BLVD
MAIL STATION 115
TALLAHASSEE FL 32399

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$67,200	$67,200	$67,200	$67,200
=	**Just Market Value**	**$67,200**	**$67,200**	**$67,200**	**$67,200**
=	**Total Assessed Value**	**$67,200**	**$67,200**	**$67,200**	**$67,200**
-	School Exempt Value	($67,200)	($67,200)	($67,200)	($67,200)
=	**School Taxable Value**	**$0**	**$0**	**$0**	**$0**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL HIGHWAY (1M0H)	1.12	Acreage	0	0

Sales

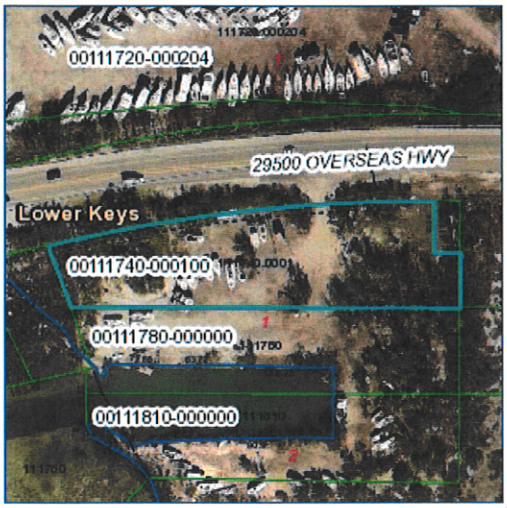
Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
8/2/2000	$407,000	Warranty Deed		1648	1576	G - Unqualified	Vacant

View Tax Info

View Taxes for this Parcel

Exhibit D

Map



No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Yard Items, Exemptions, Permits, Sketches (click to enlarge), Photos, TRIM Notice.

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

Developed by Schneider GEOSPATIAL

Last Data Upload: 4/23/2019, 12:36:42 AM

Version 2.2.15

Exhibit D

qPublic.net™ Monroe County, FL

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	00111780-000000
Account#	1140503
Property ID	1140503
Millage Group	100H
Location Address	VACANT LAND, BIG PINE KEY
Legal Description	27 66 29 BIG PINE KEY PT LOT 1 OR409-838/839 OR820-1306/1308 FJDG CASE #74-37-CA-17 OR822-1177Q OR1033-825/826 OR1033-827/828 OR1033-829 OR1156-2370 OR1412-1987 OR1648-1576/79 (Note: Not to be used on legal documents.)
Neighborhood	10051
Property Class	STATE PARKS (8000)
Subdivision	
Sec/Twp/Rng	27/66/29
Affordable Housing	No

Owner

TIITF
C/O DEP
3900 COMMONWEALTH BLVD MAIL STATION 115
TALLAHASSEE FL 32399

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$67,500	$67,500	$67,500	$67,500
=	**Just Market Value**	**$67,500**	**$67,500**	**$67,500**	**$67,500**
=	**Total Assessed Value**	**$67,500**	**$67,500**	**$67,500**	**$67,500**
-	School Exempt Value	($67,500)	($67,500)	($67,500)	($67,500)
=	**School Taxable Value**	**$0**	**$0**	**$0**	**$0**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (1M0W)	0.75	Acreage	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
8/2/2000	$1	Warranty Deed		1648	1576	G - Unqualified	Vacant
12/1/1990	$1	Warranty Deed		1156	2370	P - Unqualified	Vacant
7/1/1987	$1	Warranty Deed		1033	829	M - Unqualified	Vacant

View Tax Info

View Taxes for this Parcel

Exhibit D

Map

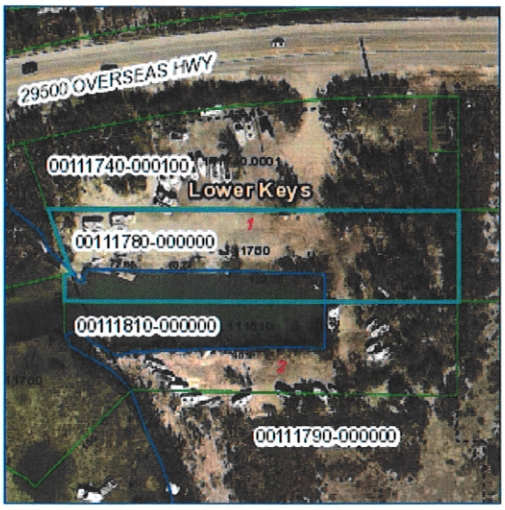


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Exhibit D

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Disclaimer

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

Summary

Parcel ID	00111810-000000
Account#	1140538
Property ID	1140538
Millage Group	100H
Location Address	VACANT LAND, BIG PINE KEY
Legal Description	27 66 29 BIG PINE KEY PT LOT 2 OR409-838/839 OR820-1306/1308 FJDG CASE #74-37-CA-17 OR822-1177Q OR1033-825/826 OR1033-827/828 OR1033-829 OR1156-2370 OR1412-1987 OR1648-1576/79 (Note: Not to be used on legal documents.)
Neighborhood	10051
Property Class	STATE PARKS (8000)
Subdivision	
Sec/Twp/Rng	27/66/29
Affordable Housing	No

Owner

BOARD OF TRUSTEES OF THE IITF
3900 COMMONWEALTH BLVD
MAIL STATION 115
TALLAHASSEE FL 32399

Valuation

	2018	2017	2016	2015
+ Market Improvement Value	$0	$0	$0	$0
+ Market Misc Value	$0	$0	$0	$0
+ Market Land Value	$4,204	$4,204	$4,204	$4,204
= **Just Market Value**	**$4,204**	**$4,204**	**$4,204**	**$4,204**
= **Total Assessed Value**	**$4,204**	**$4,204**	**$4,204**	**$4,204**
- School Exempt Value	($4,204)	($4,204)	($4,204)	($4,204)
= **School Taxable Value**	**$0**	**$0**	**$0**	**$0**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(8700)	0.49	Acreage	0	0
ENVIRONMENTALLY SENS (000X)	0.39	Acreage	0	0

Sales

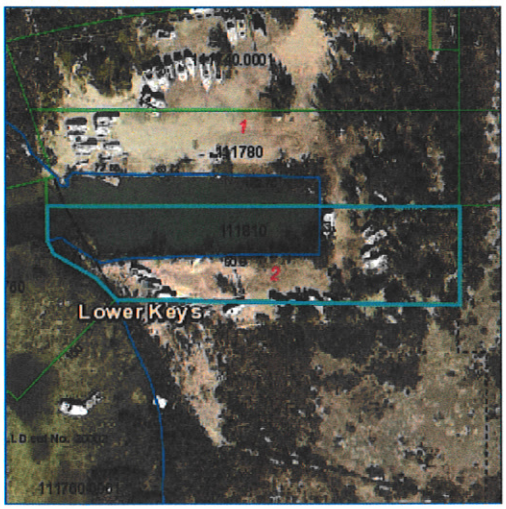
Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
8/2/2000	$1	Warranty Deed		1648	1576	G - Unqualified	Vacant
12/1/1990	$1	Warranty Deed		1156	2370	P - Unqualified	Vacant
7/1/1987	$25,000	Warranty Deed		1033	829	M - Unqualified	Vacant

View Tax Info

View Taxes for this Parcel

Exhibit D

Map



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

Summary

Parcel ID	00111770-000000
Account#	1140490
Property ID	1140490
Millage Group	100H
Location Address	VACANT LAND, BIG PINE KEY
Legal Description	27 66 29 BIG PINE KEY BAY BTM ADJ PT LOT 1 G61-297 (II DEED 20002) OR346-231-232 OR1648-1576/79 (Note: Not to be used on legal documents.)
Neighborhood	10051
Property Class	STATE PARKS (8000)
Subdivision	
Sec/Twp/Rng	27/66/29
Affordable Housing	No

Owner

BOARD OF TRUSTEES OF THE IITF
3900 COMMONWEALTH BLVD
MAIL STATION 115
TALLAHASSEE FL 32399

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$52	$52	$52	$52
=	**Just Market Value**	**$52**	**$52**	**$52**	**$52**
=	**Total Assessed Value**	**$52**	**$52**	**$52**	**$52**
-	School Exempt Value	($52)	($52)	($52)	($52)
=	**School Taxable Value**	**$0**	**$0**	**$0**	**$0**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
ENVIRONMENTALLY SENS (000X)	0.52	Acreage	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
8/2/2000	$1	Warranty Deed		1648	1576	G - Unqualified	Vacant

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Map

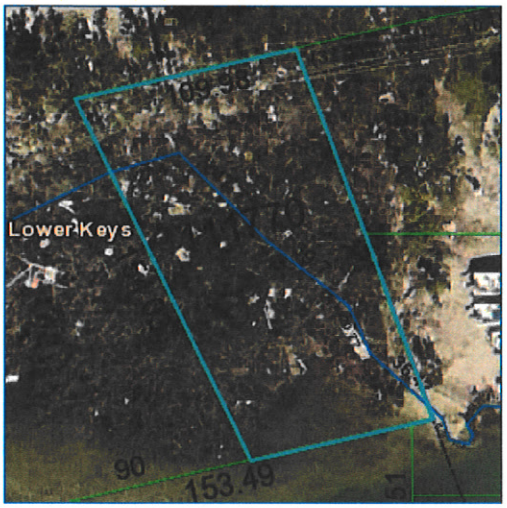

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Exhibit F

OAS2
(3.83 acres)

Monroe County

SUBLEASE AGREEMENT

Sublease Number 4341-001

THIS SUBLEASE AGREEMENT is made and entered into this 6th day of MAY, 2014, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, OFFICE OF GREENWAYS AND TRAILS, hereinafter referred to as "SUBLESSOR" and MONROE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "SUBLESSEE".

WITNESSETH

In consideration of the covenants and conditions set forth herein SUBLESSOR subleases the below-described premises to SUBLESSEE on the following terms and conditions:

1. ACKNOWLEDGMENTS: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR as the Department of Environmental Protection, Division or Recreation and Parks, Office of Greenways and Trails under TRUSTEES' Lease No. 4341.

2. DESCRIPTION OF PREMISES: The property subject to this sublease is situated in the County of Monroe, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "subleased premises".

3. SUBLEASE TERM: The term of this sublease shall commence on MAY 6, 2014, and end on November 1, 2051, unless sooner terminated pursuant to the provisions of this sublease.

4. PURPOSE: SUBLESSEE shall manage the subleased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this sublease.

5. CONFORMITY: This sublease shall conform to all terms and conditions of TRUSTEES' LEASE No. 4341, a copy of which is attached hereto as Exhibit "B" and SUBLESSEE shall, through its agents and employees, prevent the

unauthorized use of the property or any use thereof not in conformance with this sublease.

6. QUIET ENJOYMENT AND RIGHT OF USE: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to the full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. MANAGEMENT PLAN: SUBLESSEE shall prepare and submit a Management Plan for the subleased premises in accordance with subsection 253.034, Florida Statutes, within twelve months of the effective date of this sublease. The Management Plan shall be submitted to SUBLESSOR for approval through the Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of the TRUSTEES and SUBLESSOR until the Management Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the subleased premises. The Management Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary public purpose for which the subleased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES at least every five years. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Management Plan without the advance written approval of the TRUSTEES and SUBLESSOR. The Management Plan prepared under this sublease shall identify management strategies for exotic species, if present. The introduction of

exotic species is prohibited, except when specifically authorized by the approved Management Plan.

8. ASSIGNMENT: This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. RIGHT OF INSPECTION: The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations of SUBLESSEE in any matter pertaining to this sublease.

10. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. INSURANCE REQUIREMENTS: During the term of this lease SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than $200,000 per person and $300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, SUBLESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name SUBLESSOR and the State of Florida as additional insureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land

Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

12. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

13. PAYMENT OF TAXES AND ASSESSMENTS: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

14. SIGNS: SUBLESSEE shall insure that the subleased premises are identified as being publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising and shall erect signs identifying the facility as being open to the public. If federal grants or funds are used by SUBLESSEE for any project on the subleased premises SUBLESSEE shall erect signs identifying the subleased premises as a federally assisted project.

15. NO WAIVER OF BREACH: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants,

terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

16. TIME: Time is expressly declared to be of the essence of this sublease.

17. NON-DISCRIMINATION: SUBLESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

18. UTILITY FEES: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

19. RIGHT OF AUDIT: SUBLESSEE shall make available to SUBLESSOR and the TRUSTEES all financial and other records relating to this sublease and SUBLESSOR and the TRUSTEES shall have the right to either audit such records at any reasonable time or require the submittal of an independent audit by a Certified Public Accountant. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

20. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same.

21. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for planning, bidding, contracting, permitting, restoration, construction, and the use, care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

22. NOTICES: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: State of Florida Department of Environmental Protection,
Division of Recreation and Parks, Office of Greenways and Trails
3800 Commonwealth Boulevard, MS 795
Tallahassee, Florida 32399-3000

SUBLESSEE: Monroe County Board of County Commissioners
Roman Gastesi, County Administrator
1100 Simonton Street
Key West, FL 33040

With a mandatory copy to:

Board of Trustees of the Internal Improvement Trust Fund
c/o State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration
3800 Commonwealth Boulevard, MS 130
Tallahassee, Florida 32399-3000

23. BREACH OF COVENANTS TERMS, OR CONDITIONS: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies conferred upon SUBLESSOR herein.

24. DAMAGE TO THE PREMISES: (a) SUBLESSEE shall not do, or suffer to be done, in, on, or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands

or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

25. ENVIRONMENTAL AUDIT: At SUBLESSOR'S discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

26. SURRENDER OF PREMISES: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR, TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications to the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises and improvements located thereon do not meet all conditions as set forth in paragraphs 18 and 36 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

27. BEST MANAGEMENT PRACTICES: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

28. PUBLIC LANDS ARTHROPOD CONTROL PLAN: SUBLESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this sublease, all of the environmentally sensitive and biologically highly productive lands contained within the subleased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

29. SOVEREIGNTY SUBMERGED LANDS: This sublease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

31. CONDITIONS AND COVENANTS: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

33. ENTIRE UNDERSTANDING: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

34. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.

35. SUBSUBLEASES: This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval

of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.

36. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, and meeting all building and safety codes. SUBLESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.

37. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

38. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the subleased premises.

39. GOVERNING LAW: This sublease shall be governed by and interpreted according to the laws of the State of Florida.

40. SECTION CAPTIONS: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

41. ADMINISTRATIVE FEE: SUBLESSEE shall pay TRUSTEES an annual administrative fee of $300 pursuant to subsection 18-2.021(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining

in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

42. SPECIAL CONDITIONS: The following special conditions shall apply to this sublease:

1) SUBLESSEE shall submit to SUBLESSOR complete construction/design plans for all improvements and shall obtain written approval of said plans from the State of Florida Department of Environmental Protection prior to commencing any on-the-ground construction activities.

2) SUBLESSEE acknowledges that the subleased premises are located in an area where a segment of the Florida Keys Overseas Heritage Trail (FKOHT) is yet to be constructed. SUBLESSEE shall ensure that no development of the subleased premises will impede or potentially impede future trail design and construction in this area.

3) SUBLESSEE shall coordinate with SUBLESSOR to ensure that all development and activities planned for the subleased premises are in accordance within SUBLESSOR's mission statement and relevant statutory laws and administrative rules.

4) SUBLESEE, at SUBLESSEE's sole cost and expense, is responsible for all planning, design, construction, and long-term management (operations and maintenance) of the subleased premises and any improvements thereon, with the exception of the FKOHT connection from Cahill to North Pine Channel Bridge. This trail connection will be maintained by SUBLESSOR in accordance with TRUSTEES' Lease No. 4341 for the FKOHT.

IN WITNESS WHEREOF, the parties have caused this sublease to be executed on the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, OFFICE OF GREENWAYS AND TRAILS

By: Lewis P. Scruggs
Lewis P. Scruggs,
Environmental Administrator

"SUBLESSOR"

Debra Pallone
Witness
Debra Pallone
Print/Type Witness Name

Witness
Keirsten Caldwell
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 1st day of May 2014, by Lewis P. Scruggs, as Environmental Administrator, Office of Greenways and Trails, State of Florida Department of Environmental Protection who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida
Paula Knight
Print/Type Notary Name

Commission Number:

Commission Expires:

PAULA KNIGHT
MY COMMISSION EXPIRES
February 3, 2018
#FF 059787
Bonded thru
Troy Fain - Insurance
NOTARY PUBLIC, STATE OF FLORIDA

MONROE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

BY: _____ (SEAL)
Sylvia Murphy, Mayor

Witness

Pam Guin
Print/Type Witness Name

Witness

Sonya Niles
Print/Type Witness Name

"SUBLESSEE"

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 2/18/14

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 2nd day of April 2014, by Sylvia Murphy, as Mayor, on behalf of the Board of County Commissioners of Monroe County, Florida. She is personally known to

DANNY L. KOLHAGE, CLERK
DEPUTY CLERK

Lindsey Ballard
Notary Public, State of Florida

Lindsey Ballard
Print/Type Notary Name

Commission Number:

Commission Expires:

LINDSEY BALLARD
Commission # EE 214600
Expires July 8, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

Consented to by the TRUSTEES on 6th day of MAY, 2014.

Cheryl C. McCall

Cheryl C. McCall, Chief,
Bureau of Public Land Administration,
Division of State Lands, State of
Florida Department of Environmental
Protection, as Agent for and on behalf
of the Board of Trustees of the Internal
Improvement Trust Fund of the State
of Florida

Approved as to Form and Legality

By: _____
DEP Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF THE SUBLEASED PREMISES

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST AND THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, BEAR WEST ALONG THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, FOR A DISTANCE OF 450 FEET, TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREINAFTER DESCRIBED; FROM SAID POINT OF BEGINNING, BEAR SOUTH AND PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, FOR A DISTANCE OF 327.12 FEET, TO A POINT; THENCE BEAR WEST AT RIGHT ANGLES AND ON A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE OF GOVERNMENT LOT 1, FOR A DISTANCE OF 380 FEET, MORE OR LESS TO THE SHORELINE OF PINE CHANNEL; THENCE MEANDER THE SHORELINE OF PINE CHANNEL IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 280 FEET MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE RUN EASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 458.14 FEET MORE OR LESS, BACK TO THE POINT OF BEGINNING.

TOGETHER WITH

A PARCEL OF SUBMERGED LAND IN NORTH PINE CHANNEL, WESTERLY OF AND ADJACENT TO A PART OF GOVERNMENT LOTS 1 AND 2 IN SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST AND THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE RUN N 88°50'02" W ALONG THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 450.00 FT.; THENCE S 00°15'42" W, PARALLEL WITH THE EAST LINE OF U.S. GOVERNMENT LOT 1, A DISTANCE OF 224.88 FT. TO THE INTERSECTION WITH THE SOUTH LINE OF U.S. GOVERNMENT LOT 1, SAME BEING THE NORTH LINE OF U.S. GOVERNMENT LOT 2; THENCE IN U.S. GOVERNMENT LOT 2, CONTINUE S 00°15'42" W, 102.24 FT.; THENCE N 88°57'55" W, PARALLEL WITH THE NORTH LINE OF U.S. GOVERNMENT LOT 2, A DISTANCE OF 357.50 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF NORTH PINE CHANNEL FOR A POINT OF BEGINNING; THENCE S 44°43'50" W, 150.00 FT.; THENCE N 45°16'10" W, 12.80 FT.; THENCE N 60°26'46" W, 73.13 FT.; THENCE N 28°00'52" W, 94.69 FT.; THENCE N 00°36'44" W, A DISTANCE OF 69.54 FT. TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTIONS 90020 AND 90020-2533; THENCE RUN N 77°08'58" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 153.49 FT. TO THE MEAN HIGH WATER LINE OF NORTH PINE CHANNEL; THENCE ALONG SAID MEAN HIGH WATER LINE APPROXIMATED BY THE FOLLOWING COURSES; S 00°36'44" E, 65.51 FT.; THENCE S 28°00'52" E, 14.50 FT.; THENCE S 60°26'46" E, 49.49 FT.; THENCE S 45°16'10" E, A DISTANCE OF 32.78 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, MONROE COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF U.S. GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST AND THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAPS SECTIONS 90020 AND 90020-2533; THENCE RUN N 88°50'02" W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 450.00 FT. FOR A POINT OF BEGINNING; THENCE RUN S 00°15'42" W, PARALLEL WITH THE SAID EAST LINE OF U.S. GOVERNMENT LOT 1, A DISTANCE OF 60.00 FT.; THENCE N 89°44'18" W, PERPENDICULAR WITH LAST DESCRIBED LINE, A DISTANCE OF 30.00 FT.; THENCE N 00°15'42" E, PARALLEL WITH SAID EAST LINE OF U.S.

BSM APPROVED
By JP Date 7-17-00

GOVERNMENT LOT 1, A DISTANCE OF 60.29 FT. TO THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 AND A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 00°21'14" W, 1859.86 FT.; THENCE RUN EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°48'44", A DISTANCE OF 26.37 FT. TO THE P.T. OF SAID CURVE; THENCE S 88°50'02" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 3.63 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, MONROE COUNTY, FLORIDA.

CB/KD Olson
Parcels 9654 & 9658
Revised Description
Includes Submerged Parcel

BSM APPROVED
By [illegible] Date 7-17-00

Exhibit G

Conservation Management Plan

This management plan form is intended for Board of Trustees leases and subleases of conservation properties that are 160 acres or less. It is intended to address the requirements of Chapter 253.034, 259.032 and rule 18-2.021. Attachments to, or expansion of this form are welcome, if the space provided below is not sufficient. Please answer all of the items below and number all attachments and reference them in the appropriate location below. You are under no obligation to use this form. Any plan format is acceptable, provided it includes all of the appropriate items from the above mentioned statutes and rule. This form is available in electronic format upon request. For additional information pertaining to management plans, please visit the Division of State Lands Stewardship page on the web at http://www.dep.state.fl.us/lands/stewardship.htm.

A. General Information

1. Common Name of the Property: Big Pine Key Swimming Hole
2. Lease Number: 4341-001 (Sublease)
3. Acres: 3.83
4. Managing Agency: Monroe County
5. Provide an executive summary/description of this property that includes a brief description of the resources, uses and proposed uses, outstanding features etc.

the subject property is currently leased to Monroe County by the State of Florida, and is commonly known as the Big Pine Key Swimming Hole. The property is comprised of five parcels acquired by the State of Florida on August 2, 2000.

The property is primarily comprised of disturbed uplands, mangroves, a man-made boat basin and submerged lands. Monroe County subleased the property from the State of Florida in order to create a County waterfront park.

Monroe County will manage the property for conservation and resource based public outdoor recreation compatible with conservation and protection of public lands as required by 259.032, Florida Statutes. The County park will provide outdoor recreation opportunities including, but not limited to, swimming, canoeing, kayaking, nature study, birding, and hiking. In addition, the park will be an integral part of the Overseas Heritage Trail and serve as a trail head. Currently, there are no improvements on the property.

A conceptual plan of the proposed improvements is attached as Appendix 1.

6. Attach a map showing the location and boundaries of the property including:

   a) The location and type of structures or improvements currently on the property.

   b) The location and type of proposed improvements. Appendix 1

7. Attach a map showing the proximity of this managed area to other conservation areas within 10 miles. Appendix 2

8. Please attach a legal description of the property. Appendix 3

9. Provide a physical description of the land including a quantitative data description of the land which includes an inventory of forest and other natural resource, exotic and invasive plants, hydrologic features, infrastructure including recreational facilities, and other significant land, cultural or historical features.

The property consists primarily of disturbed uplands created when the man-made basin was created. In addition, mangroves occur along the open water shoreline and also scattered individual mangrove trees are present in the basin.

The five parcels total 3.92 acres and include the following habitat types:

Disturbed Uplands = 2.36 ac
Mangroves = 0.60 ac
Submerged lands = 0.96 ac

The vegetation present in the disturbed upland areas include scattered native species including red and black mangroves (shoreline areas) buttonwood, gumbo limbo, Jamaica dogwood, Blolly, Key thatch palm, and bay cedar.

A native vegetation list, habitat map, and native tree map are attached as Appendix 4.

10. A brief description of soil types, attaching USDA maps when available.

The soil types for this property are primarily comprised of rock and calcareous marl. The United States Department of Agriculture's current website, www.websoilsurvey.nrcs.usda.gov, lists the mapped soils as "rock outcrop-Cudjoe complex, tidal" and "udorthents-Urban land complex." The Cudjoe complex consists of a layer of marly silt loam on top of unweathered bedrock. The Urban land complex consists of layers of gravely sand and marly silt loam on top of weathered bedrock.

The USDA Soil Survey for the subject property is attached as Appendix 5.

11. Is the property adjacent to an aquatic preserve or designated area of critical state concern? YES X ___ NO ___

If YES, please identify:

The Florida Keys is a designated Area of Critical State Concern (ACSC) and the entire Florida Keys is encompassed by the Florida Keys National Marine Sanctuary.

12. Was the property acquired by a conservation land acquisition program? If YES, please identify.

The property was acquired by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as part of the Florida Forever conservation and recreation land acquisition program.

13. Do any agency-specific statute requirements or legislative/executive directives constrain the use of the property? (These restrictions can frequently be found in the lease) YES X_____ NO _____

If YES, please identify

The management plan for the property shall be in accordance with subsection 253.034, Florida Statutes, pursuant to the terms of the sublease.

14. Are there any reservations or encumbrances on the property?
YES _____ NO X_____

If YES, please identify:

B. Natural and Cultural Resources

15. Are there any archeological or historical sites on this property? YES _____ NO X_____
If YES,

A) How do you plan to locate, protect and preserve these resources?

The property is entirely disturbed, having been created through the deposition of fill material into historic wetlands. Because of this extensive disturbance in modern times, no historical sites are present on the property.

B) Please describe the actions the agency plans to take to locate and identify unknown Resources such as surveys of unknown archeological or historical sites.

16. Are there any buildings on the property that are fifty or more years old?
YES _____ NO X_____ If YES,

A) Please Identify:

B) Have these buildings been evaluated by a historian or historic architect to determine their historical and/or architectural significance. If YES, please identify both the building(s) and the evaluators(s):

C) Please state whether any such buildings are listed in the Florida Master Site File, National Register of Historic Places or a local register of historic places and identify such buildings.

By law, the managing agency must consult with the Division of Historical Resources with regard to any proposed land clearing or ground disturbing activities or with regard to any proposed rehabilitation, restoration or demolition of structures 50 or more years old. Please contact the Division of Historic Resources if you would like to obtain information on archeological/historical sites.

Division of Historical Resources
Florida Department of State
R.A. Gray Building, MS-8
Tallahassee, Florida 32399
(850) 245-6312

17. Please identify natural resources on the property that are listed in the Florida Natural Areas Inventory.

The Florida Natural Areas Inventory does not identify any specific natural resources on the property specifically. The property is listed as conservation lands under Florida Forever. However, Big Pine Key is home to several federally listed species such as Key deer, Lower Keys marsh rabbit, silver rice rat, and Miami blue butterfly. Of these species, only the Key deer is likely to use the property as Key deer are known to use a wide variety of habitat types including disturbed and developed lands. There are no freshwater wetlands or water resources on the property, thus the property does not provide freshwater for the Key deer, only limited forage.

18. Are any imperiled natural communities, unique natural features, or any State and federally listed endangered or threatened plant or animal species, on site?
YES X_____ NO _____

If YES, please provide a specific description of how you plan to identify, locate, protect and preserve these species.

The property is primarily disturbed uplands, with a mangrove community along the shoreline. Mangrove wetlands are protected from development per Monroe County Land Development Regulations, and no development in the mangrove areas is proposed or will occur. There are patchy mangrove resources present along the shoreline of the man made basin, and these mangroves will be avoided to the maximum extent possible. There are several State listed Keys thatch palms, silver thatch palms, joewoods, and bay cedars on the property which have been mapped (See Appendix 4). The various features of the proposed park will be designed to avoid any listed species to the maximum extent possible. Any listed species which cannot be avoided will be mitigated as required by the Monroe County Code. In addition, Monroe County will plant native species, including listed species, as part of the habitat restoration component of the proposed

If you would like further information regarding natural resources or endangered species please contact the Florida Natural Areas Inventory (FNAI).

Florida Natural Areas Inventory
1018 Thomasville Road, Suite 200-C
Tallahassee, Florida 32303
(850) 224-8207

19. Please identify the water resources including swamps, marshes or other wetlands, on the property including the water quality classification for each water body and if the water body has been designated "Outstanding Florida Waters".

The property lies adjacent to Pine Channel, which is a designated Class III Outstanding Florida Water (OFW). Therefore the submerged / open water portions of the property including the associated mangrove wetlands along the shoreline, are OFW. The boat basin is a man-made waterbody, and therefore is not considered OFW.

20. Are any known mineral resources, such as oil, gas and phosphates, or any unique natural features, such as coral reefs, beaches, dunes, natural springs, caverns, large sinkholes, virgin timber stands, scenic vistas, and natural rivers and streams, and outstanding native landscapes containing relatively unaltered flora, fauna, and geological features on site? YES _____ NO X_____

If YES, Please identify and provide locations of these resources on a map.
Appendix N/A

21. Are there fish or wildlife resources (both game and non-game) on the property?
YES X_____ NO _____ If YES, please describe:

The property is primarily disturbed uplands, tidal mangroves and open water. The primary terrestrial wildlife species using the property is the Key deer. Key deer use of the property is limited to occasional use for foraging and travel. The property does not provide good fawning habitat, and supports no fresh water. The submerged portions of the property, notably the open water areas in Pine Channel, support a diverse assemblage of saltwater fish, both game and non-game. Common fish species in the open water areas would include Grey Snapper, Lane Snapper, Mutton Snapper, Striped and French Grunt, Greater Barracuda, and Mojara.

C. Use of the Property

22. Please provide a statement of the purpose for which the lands were acquired, the projected use or uses as defined in Chapter 253.034, Florida Statutes, and the statutory authority you have for such uses.

The property was acquired for the purposes of conservation and recreation by providing public access to Outstanding Florida Waters. Monroe County obtained the sublease for the purpose of establishing a county park which will protect and restore native habitats while providing opportunities for public recreation and enjoyment. The statutory authority for these uses is found in the Monroe County 2010 Comprehensive Plan, the Big Pine Key Livable CommuniKeys Master Plan, and the Big Pine Key/US 1 Corridor Area Enhancement Plan.

23. Please state the desired outcome for this property, and key management activities necessary to achieve the desired outcome, including public access.

The property will be managed as a Monroe County park site which will provide public recreation opportunities and water access. The park will be an integral park of the Overseas Heritage Trail and possibly serve as a trailhead. Natural resources will be restored and monitored during regular inspections, and invasive exotic plants will be controlled on the property. A conceptual park plan is attached as Appendix 1.

24. Please state the single or multiple uses currently made of the property and if the property is single use, please provide an analysis of its potential for multiple-use.

Single _____ Multiple X____ use/s is/are:

Currently, the property is closed to the public. Establishing the County park will provide multiple uses including, but not limited to, swimming, canoeing, kayaking, nature study, birding, hiking, and bicycling as park of the Overseas Heritage Trail.

25. Were multiple uses considered but not adopted? YES X_____ NO _____

If YES, please describe why:

As part of the conceptual planning process for the property, Monroe County developed a public input process to gather public opinion regarding potential uses for the park site. Suggested options ranged from filling in the borrow pit and restoring the site to natural conditions to developing the site with shoreside facilities for boaters. Based on the consensus of the public involvement process, it was determined that a low-impact park site with the emphasis on water access and passive recreation was the preferred option.

Monroe County Park Survey and Results attached as Appendix 6.

26. Please provide an analysis of the potential use of private land managers to facilitate the restoration or management of these lands.

The Monroe County Parks Department will manage the property and be in charge of habitat restoration and maintenance. Private land managers will not be required.

27. Please provide an analysis of the potential of the property to generate revenues to enhance the management of the property.

The property will be managed as a County park and specific revenue generating opportunities are not being considered. However, the County will periodically evaluate the park to assess the potential of generating revenue.

28. Describe the projected, current and recent past uses of the property, and any unauthorized uses, if known.

Currently, the property is closed to the public and not being used. In the past, the boat basin was used for swimming and water access. The most pervasive unauthorized uses of the property have been the docking of live-aboard vessels and dumping of trash and debris. The borrow pit was previously used temporarily for a pilot whale rescue operation. Keeping boats out of the basin is an ongoing challenge, and establishing the County park will eliminate that problem.

29. Do the planned uses impact renewable and non-renewable resources on the property?

YES _____ NO X

If YES, please describe what specific activities will be taken to protect or enhance and conserve those resources and to compensate/mitigate the damage that is caused by the impacting use.

30. Should any parcels of land within or adjacent to the property be purchased because they are essential to management of the property? YES _____ NO _____

If YES, please attach a map of this area. Appendix

31. Are there any portions of this property no longer needed for your use?

YES _____ NO X If YES, please attach a map of this area.

32. Please describe what public uses and public access that would be consistent with the purpose for which this property was acquired.

The County park will provide a canoe/kayak launch area and swim dock which will provide for water-dependent recreation. A series of trails will be created which will provide opportunities for bird watching and interpretive education. In addition, the park will provide limited parking. All of the public access and uses will be consistent with the conservations and recreation goals of section 259.032, Florida Statutes.

D. Management Activities

33. If more than one agency manages this property, describe the management responsibilities of each agency and how such responsibilities will be coordinated.

Monroe County will manage the property.

34. Please discuss management needs and problems on the property including conservation of soil and water resources and control and prevention of soil erosion and water and soil contamination.

In addition to establishing the County park, management of the property will include habitat restoration and control of invasive exotic plants. Brazilian pepper and Australian pine are the most problematic invasive species and will require ongoing removal from the property.

35. Identify adjacent land uses that will conflict with the planned use of this property, if any.

Surrounding land uses are not anticipated to conflict with the planned County park. The only lands adjacent to the property are vacant private lands, and no conflicts are anticipated.

36. Please describe measures used to prevent/control invasive, non-native plants.

The small size of the property makes it easy to prevent and control invasive exotic plants. Most of the invasive plants have already been removed and County maintenance is ongoing. The property will be monitored for invasive exotic plants and any invasive plants found will be removed and/or treated as required.

37. Was there any public or local government involvement / participation in the development of this plan? YES X NO _____ If YES, please describe:

The conceptual plan was developed by Monroe County based on a public involvement survey process. The purpose of the survey was to identify the types of uses desired by the public at the swimming hole property. Potential uses for the park site ranged from filling in the boat basin to restoring the site to natural conditions to developing the site with shore side facilities for boaters. Based on the consensus of the public involvement process, it was determined that a low-impact park with an emphasis on water access and passive recreation was the preferred option.

Monroe County Park Survey and Results attached as Appendix 6.

38. If an arthropod control plan has been established for this property, please include it as an attachment. (Attachment) If one does not exist, provide a statement as to what arrangement exists between the local mosquito control district and the managing agency.

The Florida Keys Mosquito Control District, part of Monroe County government, is in charge of mosquito control on Big Pine Key. The spraying of pesticides is very strictly controlled on Big Pine Key by the U.S. Fish & Wildlife Service and much of the mosquito control in the Florida Keys is accomplished by larvicide. Mosquito control measures utilized follow established best management practices. Because the property is primary uplands with no standing water present, mosquito breeding habitat is not present on the property and mosquito control requirements are negligible.

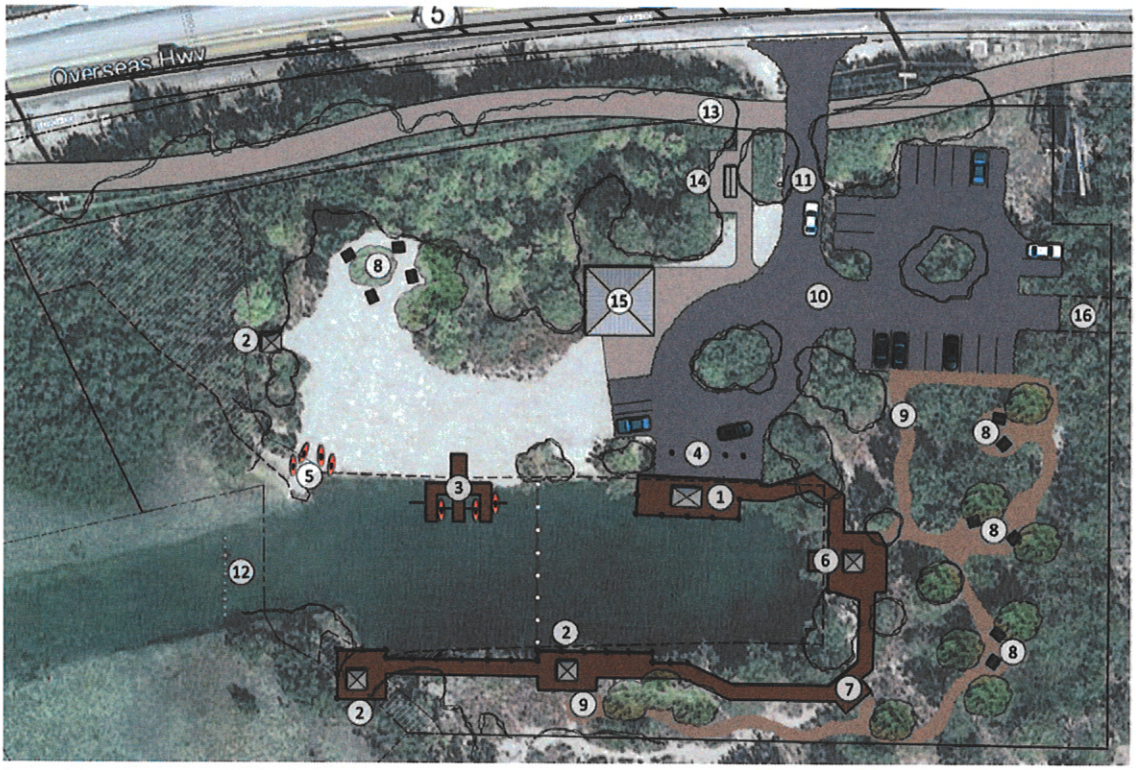
39. Management Goals – **The following 8 goals may not all be applicable to your site. Write N/A where appropriate. Also, please add as many goals, objectives, and measures as you wish.**

	Core Objectives	Measure	Timeframe 2 yrs = Short Term 10 yrs = Long Term	Expenses and Manpower Budget
1	**Habitat restoration and improvement (Description):** Habitat restoration planned for the property primarily will involve restoration and improvement of upland habitats. The mangrove wetlands and salt marsh on the property do not require restoration.			
	Prescribe burn_____ acres per year	_____ acres burned per year	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ N/A Personnel $_____
	Maintain _____ acres per year within target fire return interval.	_____ acres within fire return interval target	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ N/A Personnel $_____
	Conduct habitat/natural community improvement on _____ acres	_____ acres with restoration underway	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ Personnel $_____
	Conduct habitat/natural community restoration activities on _____ acres.	_____ acres restored	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ Personnel $_____
	Conduct timber harvest for the purposes of habitat restoration on _____ acres	_____ acres harvested	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ N/A Personnel $_____

2	**Public Access and recreational opportunities (Description):** Monroe County will establish a County park on the property which will provide for public recreation opportunities.			
	Maintain public access and recreational opportunities to allow for a recreational carrying capacity of _____ visitors per day	_____ visitor opportunities/day	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ Personnel $_____
	Develop additional public access and recreational opportunities to allow for a carrying capacity of _____ visitors/day	_____ visitor opportunities/day	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ Personnel $_____
	Continue to provide _____ interpretive/education programs	_____ interpretive/education programs	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ Personnel $_____
	Develop _____ new interpretive/education programs	_____ interpretive/education programs	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ Personnel $_____
3	**Hydrological preservation and restoration (Description):** N/A			
	Conduct or obtain a site assessment/study to identify potential hydrology restoration needs	Assessment conducted? Y__ N__	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ Personnel $_____
	Restore natural hydrologic condition and functions to _____ acres on site	____ acres for which hydrologic restoration is underway (planning, grant writing, earth moving, etc.)	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ Personnel $_____

		____ acres for which natural hydrologic conditions and function are restored	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ Personnel $_____
4	**Sustainable forest management (Description):** N/A			
	Prepare& implement a silviculture management plan including reforestation, harvesting, prescribed burning, restoration, and timber stand improvement activities and goals.	Silviculture management plan complete? Y __ N __ _____acres treated	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ Personnel $_____
	Develop and implement a process for conducting stand descriptions and forest inventory including a GIS database containing forest stands, roads & other attributes (including but not limited to: threatened & endangered species, archeological resources, exotic species locations, historical areas)	Complete GIS database and re-inventory all attributes every 3-5 years or as needed.	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ Personnel $_____
		____ acres of forest inventoried annually	Within 2 yrs ___ Within 10 yrs ___	Expense $_____ Personnel $_____
5	**Exotic and invasive species maintenance and control (Description):** Invasive exotic species on the property include mainly plants (e.g. Brazilian pepper, Australian pine). Monroe Count has completed initial control efforts, and the property is largely exotics-free. Monroe County will continue to controlled invasive plants as-needed.			

Appendix 1 - Conceptual Site Plan



Concept 1: Layout

1. Overlook
2. Pavilion
3. Kayak Launch
4. Kayak Drop-off Area
5. Kayak Beach Launch
6. Swimming Dock
7. Boardwalk
8. Picnic Area
9. Gravel Trail
10. Gravel Road
11. Security Gate
12. Bouys for Canoe/Kayak Access Only
13. Oversea Heritage Trail
14. Information Kiosk
15. Kayak/Paddle board Rental
16. Future Parking Connection

Overlook

Boardwalk

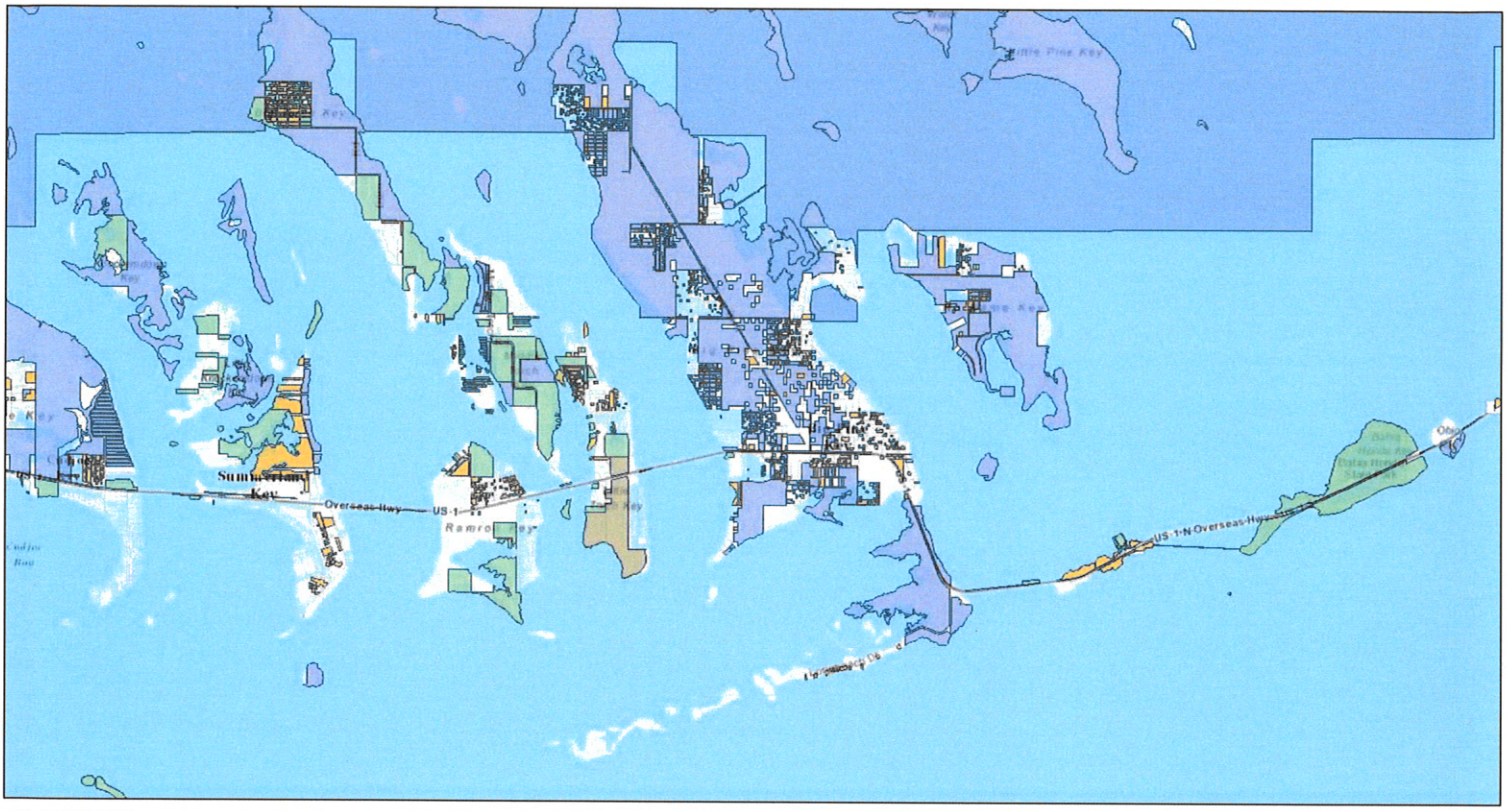
Kayak Launch

BIG PINE SWIMMING HOLE
Concept 1 Revised
January 19, 2016

Littlejohn
An S&ME Company

Appendix 2 - Conservation Areas Map

Florida Natural Areas Inventory 10 Miles



February 10, 2016

- Federal
- State
- Local
- Private

1:72,224

0 0.75 1.5 3 mi

0 1.25 2.5 5 km

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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Appendix 3 - Legal Description

EXHIBIT "A"
LEGAL DESCRIPTION OF THE SUBLEASED PREMISES

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST AND THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, BEAR WEST ALONG THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, FOR A DISTANCE OF 450 FEET, TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREINAFTER DESCRIBED; FROM SAID POINT OF BEGINNING, BEAR SOUTH AND PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, FOR A DISTANCE OF 327.12 FEET, TO A POINT; THENCE BEAR WEST AT RIGHT ANGLES AND ON A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE OF GOVERNMENT LOT 1, FOR A DISTANCE OF 380 FEET, MORE OR LESS TO THE SHORELINE OF PINE CHANNEL; THENCE MEANDER THE SHORELINE OF PINE CHANNEL IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 280 FEET MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE RUN EASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 458.14 FEET MORE OR LESS, BACK TO THE POINT OF BEGINNING.

TOGETHER WITH

A PARCEL OF SUBMERGED LAND IN NORTH PINE CHANNEL, WESTERLY OF AND ADJACENT TO A PART OF GOVERNMENT LOTS 1 AND 2 IN SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST AND THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE RUN N 88°50'02" W ALONG THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 450.00 FT.; THENCE S 00°15'42" W, PARALLEL WITH THE EAST LINE OF U.S. GOVERNMENT LOT 1, A DISTANCE OF 224.88 FT. TO THE INTERSECTION WITH THE SOUTH LINE OF U.S. GOVERNMENT LOT 1, SAME BEING THE NORTH LINE OF U.S. GOVERNMENT LOT 2; THENCE IN U.S. GOVERNMENT LOT 2, CONTINUE S 00°15'42" W, 102.24 FT.; THENCE N 88°57'55" W, PARALLEL WITH THE NORTH LINE OF U.S. GOVERNMENT LOT 2, A DISTANCE OF 357.50 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF NORTH PINE CHANNEL FOR A POINT OF BEGINNING; THENCE S 44°43'50" W, 150.00 FT.; THENCE N 45°16'10" W, 12.80 FT.; THENCE N 60°26'46" W, 73.13 FT.; THENCE N 28°00'52" W, 94.69 FT.; THENCE N 00°36'44" W, A DISTANCE OF 69.54 FT. TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTIONS 90020 AND 90020-2533; THENCE RUN N 77°08'58" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 153.49 FT. TO THE MEAN HIGH WATER LINE OF NORTH PINE CHANNEL; THENCE ALONG SAID MEAN HIGH WATER LINE APPROXIMATED BY THE FOLLOWING COURSES; S 00°36'44" E, 65.51 FT.; THENCE S 28°00'52" E, 14.50 FT.; THENCE S 60°26'46" E, 49.49 FT.; THENCE S 45°16'10" E, A DISTANCE OF 32.78 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, MONROE COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF U.S. GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST AND THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAPS SECTIONS 90020 AND 90020-2533; THENCE RUN N 88°50'02" W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 450.00 FT. FOR A POINT OF BEGINNING; THENCE RUN S 00°15'42" W, PARALLEL WITH THE SAID EAST LINE OF U.S. GOVERNMENT LOT 1, A DISTANCE OF 60.00 FT.; THENCE N 89°44'18" W, PERPENDICULAR WITH LAST DESCRIBED LINE, A DISTANCE OF 30.00 FT.; THENCE N 00°15'42" E, PARALLEL WITH SAID EAST LINE OF U.S.

BSM APPROVED
By JL Date 1-17-00

GOVERNMENT LOT 1, A DISTANCE OF 60.29 FT. TO THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 AND A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 00°21'14" W, 1859.86 FT.; THENCE RUN EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°48'44", A DISTANCE OF 26.37 FT. TO THE P.T. OF SAID CURVE; THENCE S 88°50'02" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 3.63 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, MONROE COUNTY, FLORIDA.

BSM APPROVED
By [illegible] Date 7-17-00

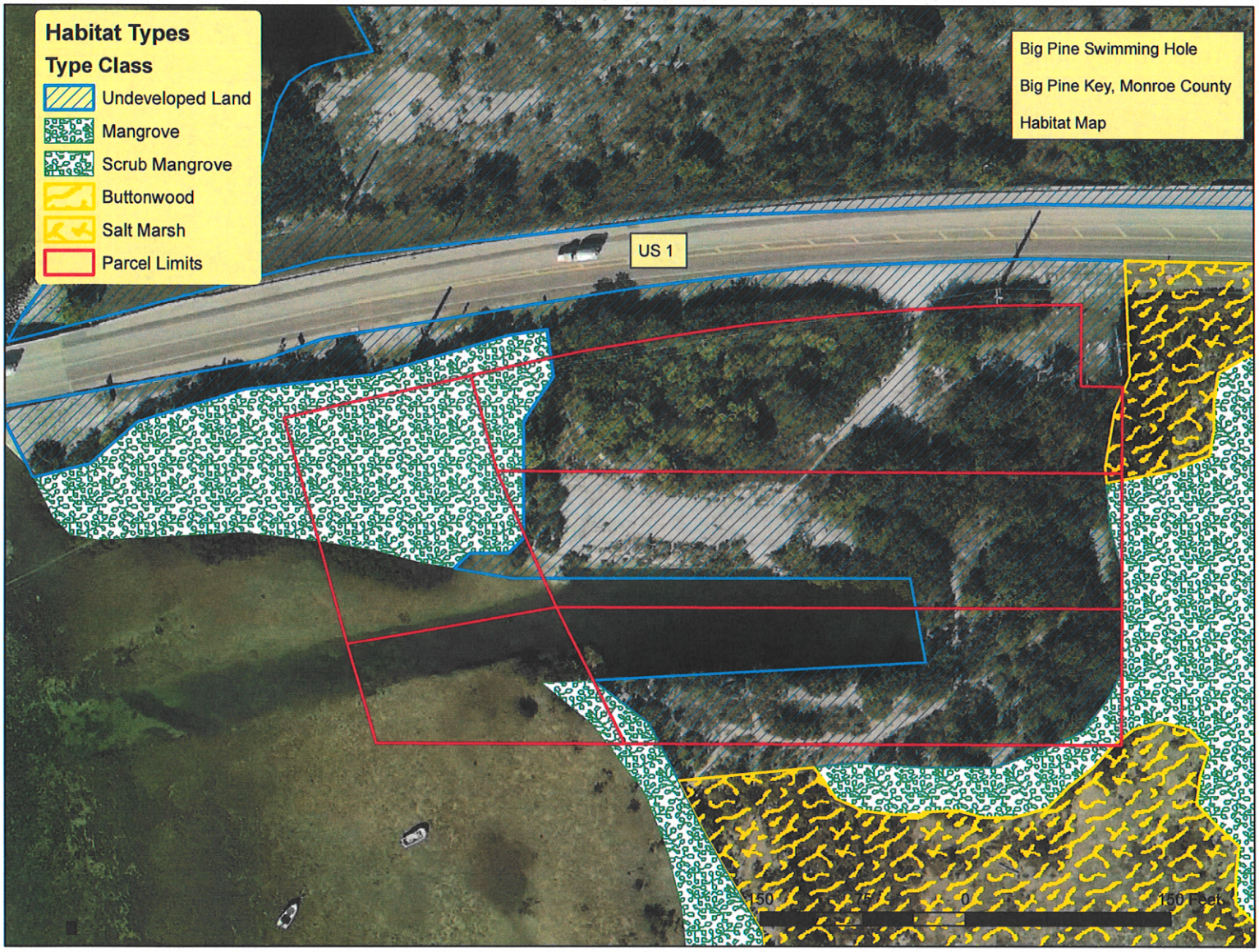
CB/KD Olson
Parcels 9654 & 9658
Revised Description
Includes Submerged Parcel

Appendix 4 - Native Trees List and Maps

Native Tree Species
Big Pine Key Swimming Hole

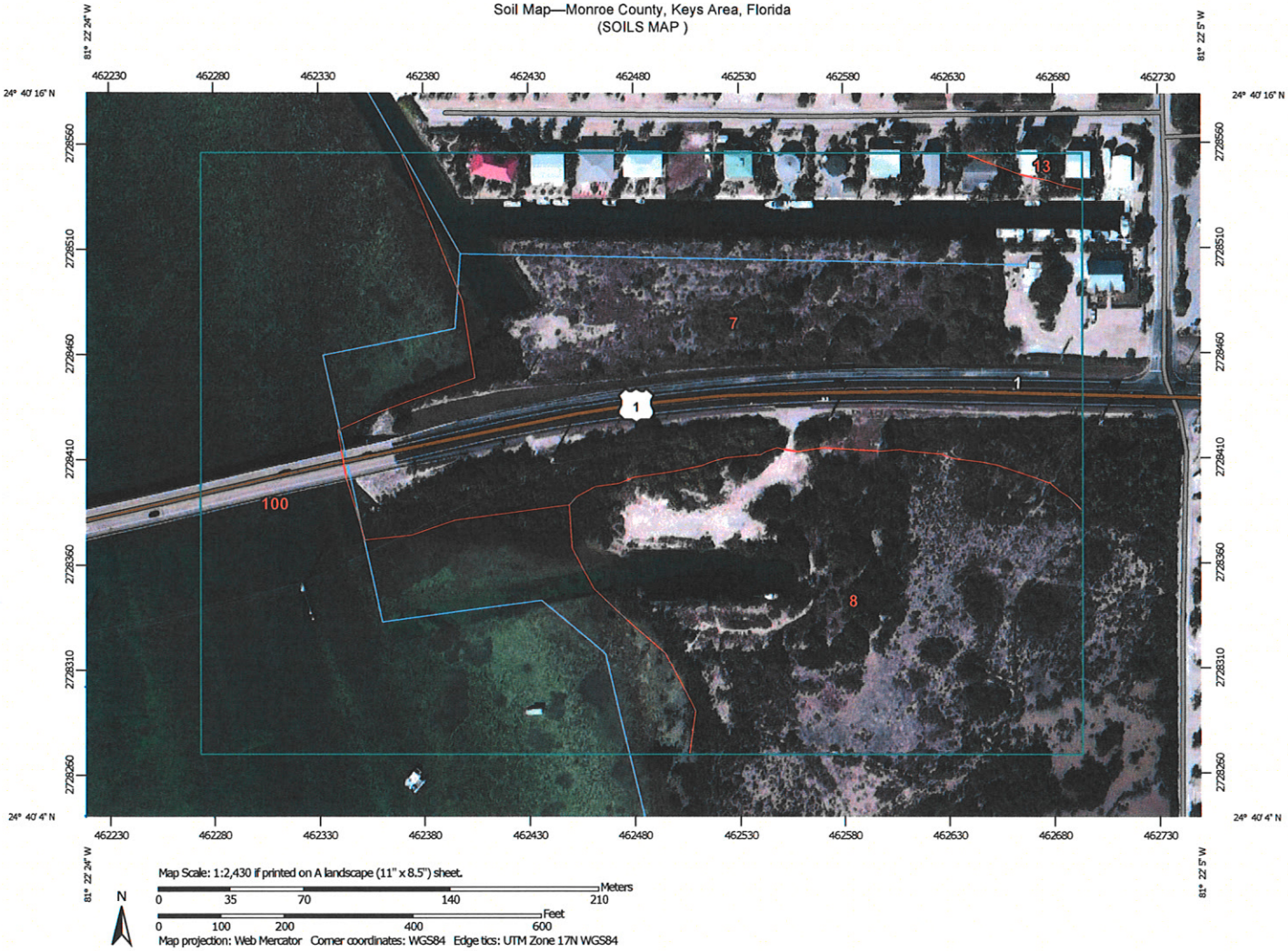
Latin Name	Common Name
Suriana maritima	Bay cedar
Pithecellobium guadalupense	Blackbead
Erithalis fruticosa	Blacktorch
Guapira discolor	Blolly
Conocarpus erectus	Buttonwood
Piscidia piscipula	Jamaica Dogwood
Jacquinia keyensis	Joewood
Thrinax morrisii	Keys Thatch Palm
Metopium toxiferum	Poisonwood
Coccoloba uvifera	Seagrape
Coccothrina argentata	Silver Thatch Palm
Acacia farnesiana	Sweet acacia
Eugenia axillaris	White stopper
Rhizophora mangle	Red mangrove
Avicennia germinans	Black mangrove
Conocarpus erectus	Buttonwood

Big Pine Swimming Hole
Tree Survey June 11, 2015
PRIVATE LANDS
Mangroves
Mangroves
Mangroves
Mangroves
Big Pine Swimming Hole
Mangroves
Mangroves
Mangroves
Mangroves
Mangroves
Mangroves
PRIVATE LANDS
Native Trees
Sweet Acacia
Blackbead
Bay Cedar
Blolly
Blacktorch
Buttonwood
Jamaican Dogwood
Joewood
Poisonwood
Seagrape
Silver Thatch Palm
Keys Thatch Palm
White Stopper
Mangroves


Habitat Types
Type Class
Undeveloped Land
Mangrove
Scrub Mangrove
Buttonwood
Salt Marsh
Parcel Limits
Big Pine Swimming Hole
Big Pine Key, Monroe County
Habitat Map
US 1
150
0
150 Feet

Appendix 5 - USDA Soil Survey

Soil Map—Monroe County, Keys Area, Florida
(SOILS MAP)



Map Scale: 1:2,430 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 35 70 140 210

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Monroe County, Keys Area, Florida
Survey Area Data: Version 7, Nov 19, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 11, 2010—Dec 14, 2010

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Monroe County, Keys Area, Florida (FL687)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
7	Udorthents-Urban land complex	12.1	40.5%
8	Rock outcrop-Cudjoe complex, tidal	7.4	25.0%
13	Keyvaca very gravelly loam, extremely stony	0.1	0.5%
100	Waters of the Atlantic Ocean	10.2	34.1%
Totals for Area of Interest		**29.8**	**100.0%**

Appendix 6 - Monroe County Park Survey and Results

BIG PINE KEY SWIMMING HOLE RESIDENT SURVEY

YES	NO	
☐	☐	Are you in favor of a publicly accessible scenic overlook at the Big Pine Swimming Hole? **If NO, stop here. If YES please continue with survey.**

Please check YES or NO to the following park amenities you could support.

☐	☐	Limited Parking with controlled access to prevent overnight parking.
☐	☐	Connection to the Overseas Heritage Trail
☐	☐	Trails – the creation of low impact nature walk with interpretive signage.
☐	☐	Restroom/office – a small restroom facility for public access and office for park staff and/or Sheriff's office.
☐	☐	Informational Kiosk
☐	☐	Park furnishings – Picnic tables, benches and bike racks
☐	☐	Kayak Launch area
☐	☐	Shade Pavilion
☐	☐	Removal of invasive plant species to open views into the site
☐	☐	Security fencing around the property boundary
☐	☐	Backfill the existing canal to restore the site to it's original condition.

Additional Comments:

Please return survey to Trish Smith, Monroe County Public Works & Engineering, 102050 Overseas Highway, Suite 212, Key Largo, FL 33037 or email to smith-patricia@monroecounty-fl.gov.

Big Pine Swimmin Hole Survey Results

	In Favor	Not in Favor	Limited Parking	Connections to OHT	Nature Trails	Restroom/Office	Informational Kiosk	Park Furnishings	Kayak Launch Area	Shane Pavillion	Invasive Plant Removal	Boundary Fencing	Backfill Canal	Additional Comments
1	x		x	x	x	x		x	x	x				Restrooms - no office
2		x												
3	x		x	x	x	x	x	x	x	x	x	x	x	
4	x		x	x		x		x	x	x	x	x		Restrooms - if it includes an office for Sheriff and/or park staff
5	x			x	x	x	x	x	x	x	x			Canal should be made safe for swimmers, fenced, and net over entrence to canal.
6	x			x	x	x	x	x	x	x				Why would you fill in a swimming hole? Does not make sense. Let's not take away more and more; BPK resident for 45 years
7	x		x	x		x		x		x	x	x		
8	x		x	x	x	x	x	x	x	x	x	x	x	This will be very good for us Big Piners. We need something that we can enjoy ourselves and our children. THANKYOU
9	x		x	x	x	x	x	x	x	x	x		x	
10	x		x	x	x	x	x	x	x	x	x	x		Restroom is essential to take the pressure off local businesses.
11	x		x	x	x	x	x	x	x	x	x	x	x	Let's get it done!!
12	x		x	x	x	x	x	x	x	x	x	x	x	
13	x		x	x	x	x		x	x	x	x			
14	x		x				x		x		x	x	x	
15	x		x	x		x		x	x	x	x	x		
16	x										x			
17		x												
18	x		x	x	x	x	x	x	x	x	x	x		About time! Thanks
19	x		x	x	x	x	x	x	x	x	x	x	x	
20	x		x	x	x	x		x	x	x	x			
21	x		x		x	x	x	x	x	x	x		x	No Sheriff Office. Maybe boardwalk to allow short walks, fishing, passive activities. The new Oceanside Park behind the (under construction) Marathon City Offices/Hall is a great example of what could work at this location. Keep MSCO out of the public, passive park - doesn't work.
22	x		x	x	x	x		x	x	x		x	x	
23	x		x	x	x	x		x	x	x	x	x		

Survey was advertised in the Big Pine News Barometer on 4/24/15 and 5/8/15. Survey was also accessible via the county website from 4/24/15 to 5/22/15.

Big Pine Swimmin Hole Survey Results

	In Favor	Not in Favor	Limited Parking	Connections to OHT	Nature Trails	Restroom/Office	Informational Kiosk	Park Furnishings	Kayak Launch Area	Shane Pavillion	Invasive Plant Removal	Boundary Fencing	Backfill Canal	Additional Comments
24	x					x		x		x	x	x		
25	x		x	x	x	x	x	x	x	x	x	x		
26		x												
27	x			x	x	x		x	x	x				Just have a patrol on duty check on it periodically at night like they used to do! Office not needed, too small (for an office). Just have public work pick up the trash every other day or so…that's their job, isn't it? No (to invasive plant removal), the trees buffer the highway a bit - leave them. What would be the point of calling it the Big Pine Swimming Hole, and does anyone realize how much back fill you would need? Geezz. Plant more shade trees. Maybe a couple of Royal Poincianas and gumbo limbos, 3 or 4,. They help in keeping weeds down naturally!! Please, no spraying so close to the ocean.
28	x		x	x	x	x	x	x	x	x	x	x	x	No signs (on trails). We have enuff signs in Monroe County, enough homeginzation. Make a nice natural low manitenance park (not like the ones where you came from - like the old Keys!)
29	x		x	x				x	x	x	x			
30	x		x		x	x		x	x	x	x			restroom only/no office
31	x							x	x	x	x			Meetings should be held for any issue in their area, not miles away. There isn't any public access restroom for miles for the upper keys (to) this location. Needs 1 large restroom for all visitors and employees alike. Less is more. Reduce cost to come to the same outcome outlook. Moce out liveaboards - too close. They don't pay their way. Pollute our water.
32	x					x		x		x	x			Restroom/sheriff's office. Move out liveaboards out of the area. They do not pay for pump outs that affect the water quality near shore and for hurricane season.
33		x												I favor removal of exotic species only.
34	x		x	x	x	x		x	x	x	x	x		Concerned about parking lot access, should be on side road instead of US 1. What's going to happen with liveaboards? Keep canal for swimming!
35	x		x	x	x			x	x	x				
36	x						x	x	x	x	x			
37	x		x			x	x	x		x	x			Why is this a must if we want the park? Yes restroom/no office. Bike racks are a must.
38	x		x	x	x	x	x	x	x	x	x			

Survey was advertised in the Big Pine News Barometer on 4/24/15 and 5/8/15. Survey was also accessible via the county website from 4/24/15 to 5/22/15.

Big Pine Swimmin Hole Survey Results

	In Favor	Not in Favor	Limited Parking	Connections to OHT	Nature Trails	Restroom/Office	Informational Kiosk	Park Furnishings	Kayak Launch Area	Shane Pavillion	Invasive Plant Removal	Boundary Fencing	Backfill Canal	Additional Comments
39	x		x	x	x	x		x	x	x				Leave the trees alone! Take away the gate and the hole is ready to go - just like it was before the whales. Improvements don't need to be restrictive.
40	x						x				x		x	
41	x		x			x		x	x		x	x		No Sheriff Office. Small restroom or porto potty. Keep as natural as possible. Do not fill the canal.
42	x		x	x	x	x	x	x	x		x			Restroom is necessary, but office space is not necessary.
43	x		x	x	x	x	x	x	x	x	x	x		Creata a dingy dock for cruisers who visit the Keys.
44	x		x	x	x	x	x	x	x	x	x	x		Pretty (fence).
45	x		x	x	x	x		x	x	x	x			Big Pine needs ists own little sunset park. I truly hope that this goes through. It would be a wonderful upgrade for Big Pine Key.
46		x												No Park at swimming hole in BPK. Let's have community work shops for the best solution.
47	x			x	x	x		x	x	x	x			
48	x		x		x	x		x	x	x	x			
49	x		x					x	x	x	x			
50		x												I am against having a publicly accessible overlook or any other development at the Big Pine Swimming Hole. I am a resident of Big Pine Key.
51	x			x	x			x	x		x			
52	x			x				x		x				Just open the gates and let the people use the place as is. With a few trash cans in place, of course. Please NO fencing! It will look like a prison.
53	x		x	x			x		x		x			Please make it public access and enviornmental restoration and education only. Restrooms, shade pavillions, picnic tables, and secluded trails area a maintenance nightmare. What park staff? Sadly these amenities are a magnet fo rthe homeless and their activities. Pleaes add trash cans and regular conllection to your list above.
54		x												Big Pine has plenty of underutilized park space already. The idea of creating a park that overlooks the morring field of a bunch of sleazy liveaboards makes no sense at all.
55	x										x		x	
56	x		x	x	x		x	x		x	x			I would need info to comment on the fence and backfill. I am "against" the restroom/office. Who said anything about "park staff"?

Survey was advertised in the Big Pine News Barometer on 4/24/15 and 5/8/15. Survey was also accessible via the county website from 4/24/15 to 5/22/15.

Big Pine Swimmin Hole Survey Results

	In Favor	Not in Favor	Limited Parking	Connections to OHT	Nature Trails	Restroom/Office	Informational Kiosk	Park Furnishings	Kayak Launch Area	Shane Pavillion	Invasive Plant Removal	Boundary Fencing	Backfill Canal	Additional Comments
57	x		x	x			x		x		x			
58	x		x	x	x					x				No restrooms or buildings that require daily maintenance. Make it a passive park.
59		x												
60		x												I do not desire for this change to the area due to the homeless population already causing problems which have involved the police to neighboring businesses in the vicinity of where I work. Such changes will increase the issues.
61		x												I am always for more public places for the locals and tourists to enjoybut in the case and it's the location on US 1 that bothers me. It's just one more area for cars to go in and out of....right by the bridge and Ships Way...no room for a turning lane? One more thing to slow the traffic on BPK. I vote no.
62		x												
63	x		x			x		x		x	x			
64	x		x	x	x	x		x	x	x	x	x	x	Only open sunrise to sunset.
65	x		x		x	x		x		x				
66	x		x	x		x	x	x	x	x	x			
67	x		x	x	x	x	x	x	x	x	x	x	x	
68	x		x	x	x	x	x	x	x	x	x	x	x	It's about time! We bought a house on Big Pine Key 5 years ago and have heard about this for several years. We (my wife and I) are full time residents and love to kaya, so we hope tht this project happens
69	x			x				x	x	x	x			
70	x		x	x	x	x	x	x	x	x	x	x	x	
71	x		x	x	x	x		x	x	x	x	x		
72	x													Just over a year ago my youngest sister Amarillis Cosme took her life while visiting my family and me here on big pine, we spread her ashes there at the swimming hole, one of my favorite places on the island ever since I moved to big pine in 94. I would love to donate a stone bench with her name as a memorial to her if the place becomes public.maybe name it after her! Thank you!
73	x		x		x	x			x					
74	x		x	x	x	x	x	x	x	x	x	x	x	All for improvements.
75	x		x	x	x	x	x	x	x	x	x	x		

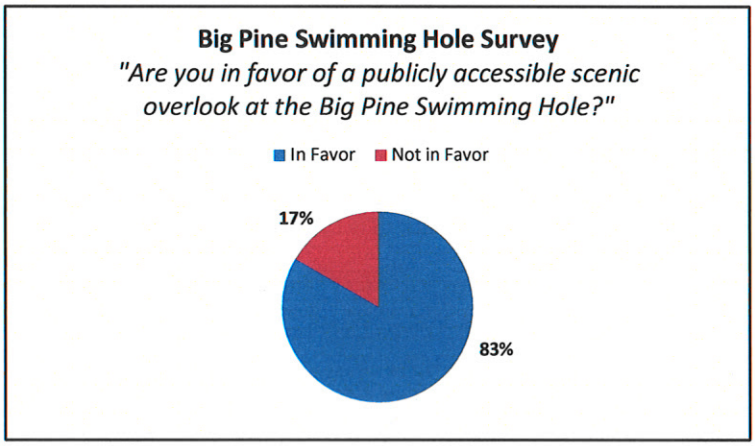
Survey was advertised in the Big Pine News Barometer on 4/24/15 and 5/8/15. Survey was also accessible via the county website from 4/24/15 to 5/22/15.

Big Pine Swimmin Hole Survey Results

	In Favor	Not in Favor	Limited Parking	Connections to OHT	Nature Trails	Restroom/Office	Informational Kiosk	Park Furnishings	Kayak Launch Area	Shane Pavillion	Invasive Plant Removal	Boundary Fencing	Backfill Canal	Additional Comments
76	x		x	x	x	x	x	x	x	x	x		x	We need staff to come and maintain the facility but don't need an office to manage the relatively small park.
77		x												Congested area. We already have 2 parks. Make them work.
78	x		x	x		x	x	x		x	x	x		Ramrod residents will use it too. Thanks!
79														Where is it? We live here 6 months a year and see advertising but nothing tells us where it is!
80		x												Is this fair to survey people that are not homesteaded residents. Absolutely anyone can fie this out and send in and even stuff the ballot box?!! What are you thinking here? Like all else in this county. We have way too many cars on this highway to even think about more congestion on BPK. And we already have a beautiful park. STOP WASTING MONEY.
81	x		x	x						x		x		
82	x		x	x	x	x	x	x	x	x	x	x	x	
83	x		x	x	x		x	x	x	x	x	x		
84	x			x	x	x	x	x	x	x				Just plenty of parking. Sites reserved for camping (perhaps for use only during specified hours). Parking without controlled access.
85		x												Existing traffic issues. Do not need another park in this spot. We already have one. County is park crazy. Thank you. P.s. This survey should only be involve permanent residents rightfully.
86	x		x			x		x	x	x	x	x		
87	x		x	x	x	x	x	x	x	x				FWS housing for 1st year. FWS enforcement.
88	x		x	x	x		x		x		x	x	x	
89	x				x	x	x			x				Use by nude sun bathers/swimmers at least one day per week.
90		x												
91	x		x	x	x	x	x	x	x	x	x			A public boat ramp wouild be a great addition.
Total	75	15	58	55	50	55	39	63	59	62	61	32	21	

Survey was advertised in the Big Pine News Barometer on 4/24/15 and 5/8/15. Survey was also accessible via the county website from 4/24/15 to 5/22/15.

In Favor	75
Not in Favor	15
Total Respondents	90



Limited Parking	58
Connections to OHT	55
Nature Trails	50
Restroom/Office	55
Informational Kiosk	39
Park Furnishings	63
Kayak Launch Area	59
Shane Pavillion	62
Invasive Plant Removal	61
Boundary Fencing	32
Backfill Canal	21

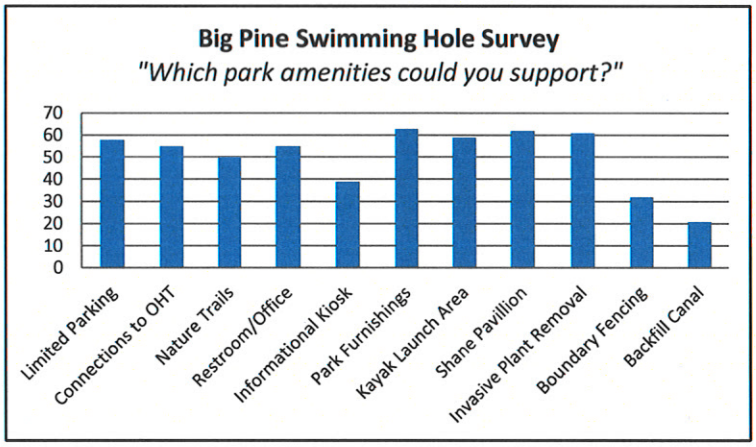
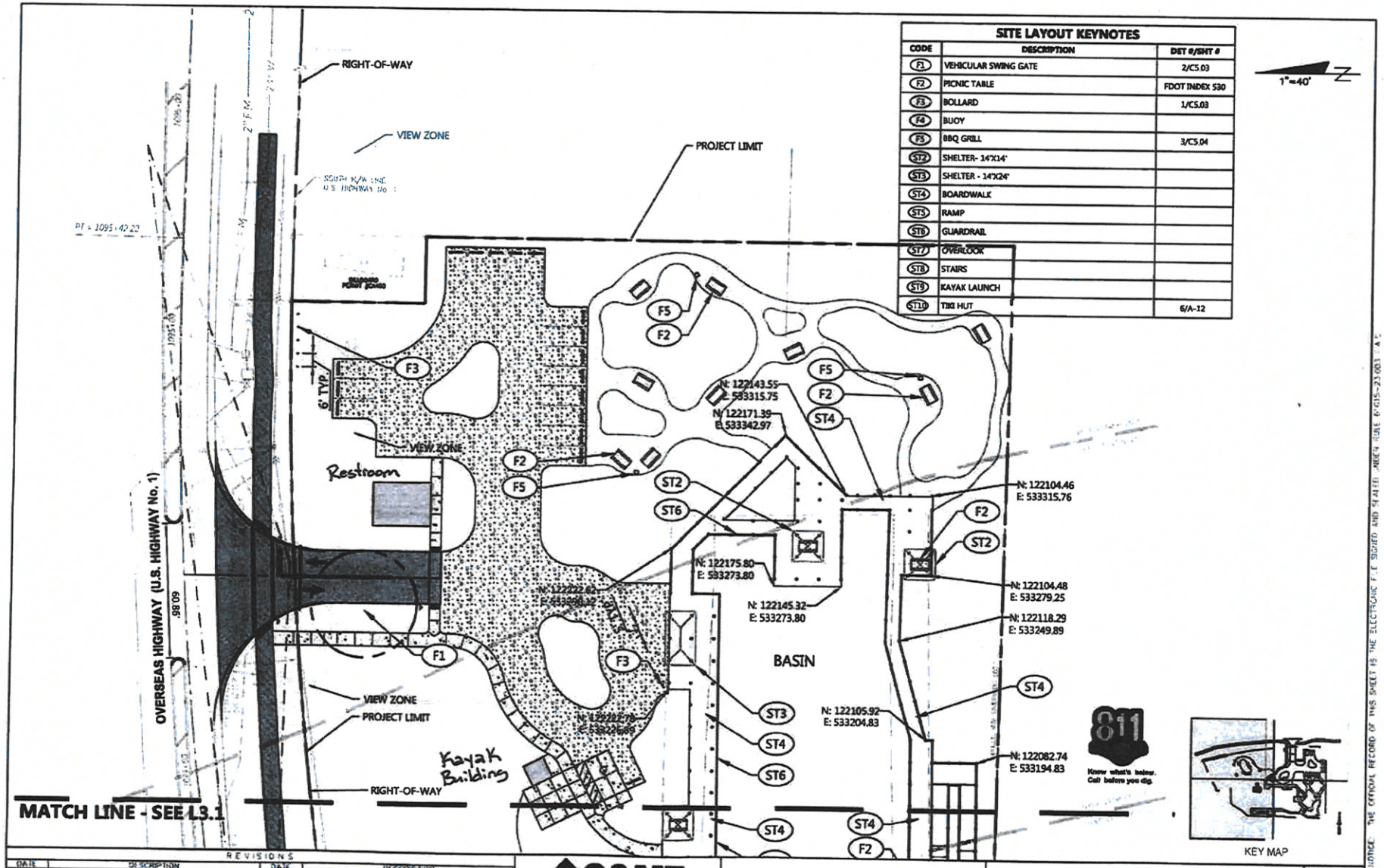


Exhibit J



SITE LAYOUT KEYNOTES

CODE	DESCRIPTION	DET #/SHT #
F1	VEHICULAR SWING GATE	2/C5.03
F2	PICNIC TABLE	FDOT INDEX 530
F3	BOLLARD	1/C5.03
F4	BUOY	
F5	BBQ GRILL	3/C5.04
ST2	SHELTER- 14'X14'	
ST3	SHELTER - 14'X24'	
ST4	BOARDWALK	
ST5	RAMP	
ST6	GUARDRAIL	
ST7	OVERLOOK	
ST8	STAIRS	
ST9	KAYAK LAUNCH	
ST10	TIKI HUT	6/A-12

1"=40'

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

S&ME
WWW.SMEINC.COM

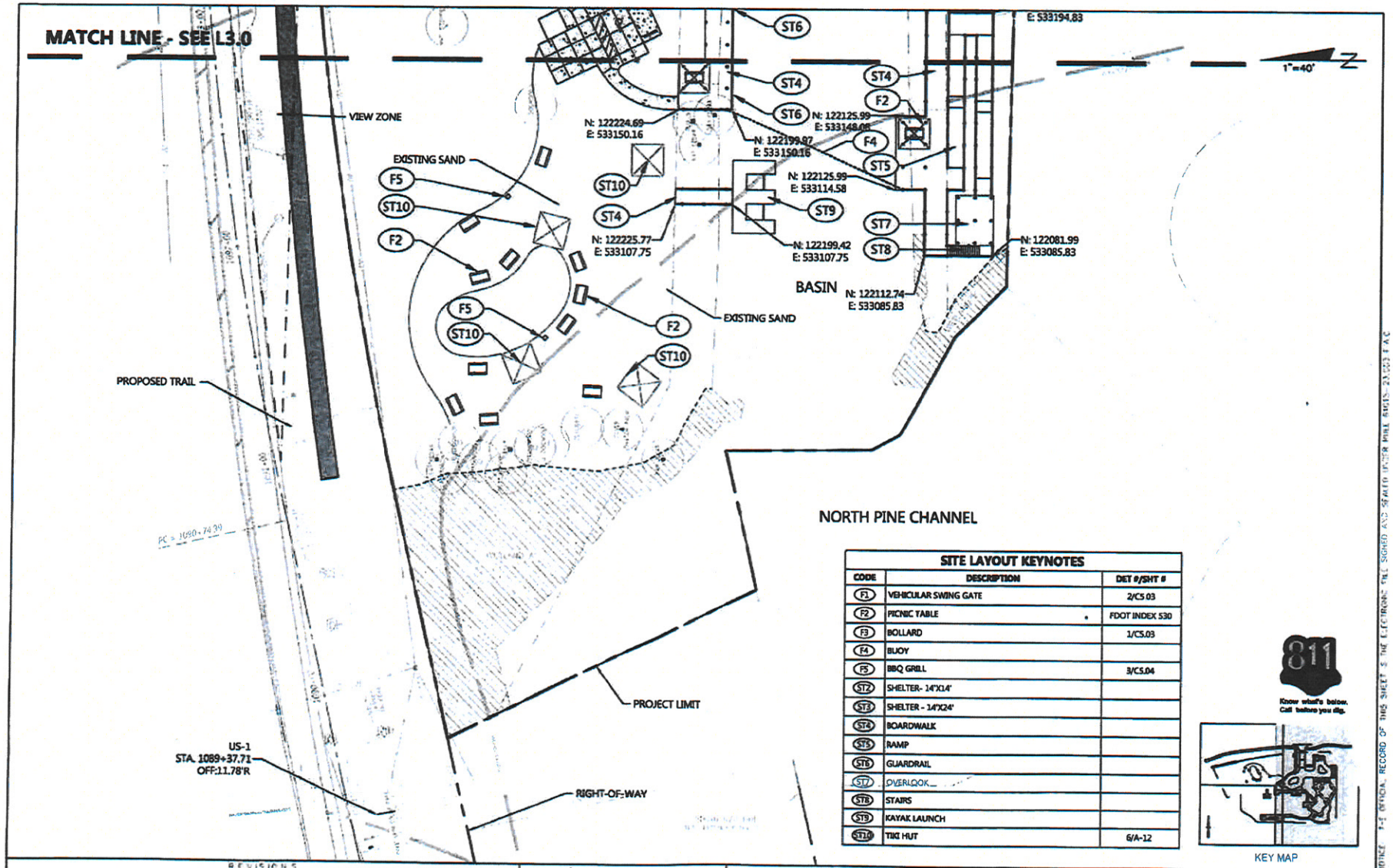
INDAC NO.	COUNTY	FINANCIAL PROJECT ID
	MONROE	435511-1-68-01

HARDSCAPE PLAN

SHEET NO. L3.0

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC F.E. SIGNED AND SEALED. ANY HARD COPY IS A C

Exhibit J



SITE LAYOUT KEYNOTES		
CODE	DESCRIPTION	DET #/SHT #
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ST9	KAYAK LAUNCH	
ST10	TIKI HUT	6/A-12

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

S&ME
WWW.SMEINC.COM

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	MONROE	435511-1-68-01

HARDSCAPE PLAN

SHEET NO
L3.1

NOTICE: THIS DOCUMENT, RECORD OF THIS SHEET'S THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003 F.A.C.

NON-COLLUSION AFFIDAVIT and VERIFICATION
(Enclose as Exhibit L)

I, Cary Knight, of the ~~city~~ County of Monroe, according to law on my oath, and under penalty of perjury, depose and say that:

1) I am Director of Project Management, the applicant making the application for the project described as follows:

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

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

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

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

VERIFICATION

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

Cary Knight, Director of Project Management
President's/Mayor's Name Typed

President's/Mayor's Signature

Sworn to and subscribed before me this 7th day of October 2019

personally appeared Cary Knight, _____, and _____

_____known to be the person named in and who executed the foregoing document.

_____

My commission expires: 7/16/2021 Notary Public State of Florida

Notary Public State of Florida
Tammy L Sweeting
My Commission GG 124623
Expires 07/16/2021.

DRUG FREE WORKPLACE FORM
(Enclose as Exhibit M)

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

Monroe County Board of County Commissioners
(Name of Business)

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

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

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

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

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

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

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

Applicant's Signature: _____

Date: 10-07-2019

HOLD HARMLESS/INDEMNIFICATION
(Enclose as Exhibit N)

Monroe County Board of County Commissioners (herein after "Organization") hereby covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners and Monroe County Tourist Development Council (herein after "BOCC/TDC") and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, bodily injury (including death), personal injury, and property damage, and another other losses, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising out of, or in connection with, **pending** (herein after "Project") being funded by the BOCC/TDC. The Organization shall immediately give notice to the BOCC/TDC of any suit, claim or action made against the Organization that is related to this Project, and will cooperate with the BOCC/TDC in the investigation arising as a result of any suit, action or claim related to this Project.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the BOCC/TDC in reimbursing/funding any portion of the Project and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the BOCC/TDC be required to contain any provision for waiver.

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

c.) RESTRICTIONS ON AGREEMENTS FUNDED BY BOCC/TDC. The Organization shall include the following term in all agreements funded by the BOCC/TDC for this Project:

Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the BOCC/TDC and agrees to indemnify and hold harmless the BOCC/TDC and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the BOCC/TDC of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the BOCC/TDC in the investigation arising as a result of any suit, action or claim related to this agreement.

Cary Knight, Director of Project Management
President of Organization/Mayor's Name Typed

President's/Mayor's Signature

Sworn to and subscribed before me this 7th day of October 2019

personally appeared Cary Knight, _____, and _____

known to be the person named in and who executed the foregoing document.

My commission expires: 7/16/2021 Notary Public State of Florida

Notary Public State of Florida
Tammy L Sweeting
My Commission GG 124623
Expires 07/16/2021.

Exhibit O

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Monroe County Board of County Commissioners

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
500 Whitehead Street

Requester's name and address (optional)

6 City, state, and ZIP code
Key West, FL 33040

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
5 9 - 6 0 0 0 7 4 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 5/15/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ATTACHMENTS AND CERTIFICATIONS
(Enclose as Exhibit P)

1. The following supporting documents are attached.

a) ☐ Print out of Sunbiz.org "Detail by Entity" (**Exhibit A**)

b) ☐ Documentation from bank of confirmed project funds (**Exhibit B**)

c) ☒ If applicable: Insert or attach photograph of existing site (**Exhibit C**)

d) ☒ Proof of ownership; long term lease or service contract (**Exhibit D**)
(Include consent of owner for use of property as described within this application)

e) ☐ If applicable: Enclose at least two (2) current real estate appraisals and one (1) environmental assessment (**Exhibit E**)

f) ☒ If applicable: Enclose citations for local protective ordinances (**Exhibit F**)

g) ☒ If applicable: Enclose copies of all recorded easement and restrictive covenants (**Exhibit G**)

h) ☐ If applicable: Enclose description of endangered/threatened special of flora or fauna (**Exhibit H**)

i) ☐ If applicable: Enclose ADA accessibility explanation (**Exhibit I**)

j) ☒ If applicable: Enclose preliminary plans or architectural documents - 1 set (**Exhibit J**)

k) ☐ Proposed operation budget and marketing plan (**Exhibit K**)

l) ☒ Notarized Non-Collusion affidavit and verification (**Exhibit L**)

m) ☒ Signed Drug Free Workplace Form (**Exhibit M**)

n) ☒ Notarized Hold Harmless/Indemnification form (**Exhibit N**)

o) ☒ Applicant has printed and completed the W-9 form included within the application (page 23) (**Exhibit O**)

p) ☒ Notarized Attachments and Certification form (**Exhibit P**)

q) ☒ Applicant has printed and completed the Insurance Worksheet with their Insurance Agent (**Exhibit Q**) **(only required if requesting $20,000 or more in funding)**

r) ☒ I have read the Capital Project Funding Process and Importation Information provided on Pages 2-8 of this application

VERIFICATION

I swear and certify that the information contained in this application is true and correct, and that I am the duly authorized representative of the applicant.

Cary Knight, Director of Project Management
President's/Mayor's Name Typed

President's/Mayor's Signature

Sworn to and subscribed before me this 7th day of October 2019

personally appeared Cary Knight, _____, and _____

known to be the person named in and who executed the foregoing document.

My commission expires: 7/16/2021 Notary Public State of Florida

Notary Public State of Florida
Tammy L Sweeting
My Commission GG 124623
Expires 07/16/2021.

Insurance Check List and Agent/Bidders Statmenet
(Enclose as Exhibit Q)
Only for Applicants requesting $20,000 or more in funding

INSURANCE CHECKLIST FOR VENDORS SUBMITTING PROPOSALS OR BIDS FOR WORK

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

WORKERS' COMPENSATION
AND
EMPLOYERS' LIABILITY

	X	Workers' Compensation	Statutory Limits
			Bodily Injury by Accident/Bodily Injury by Disease, policy limits/Bodily Injury by Disease each employee
WCI		Employers Liability	$100,000/$500,000/$100,000
WC2		Employers Liability	$500,000/$500,000/$500,000
WC3		Employers Liability	$1,000,000/$1,000,000/$1,000,000
WCUSLH		US Longshoremen & Harbor Workers Act	$1,000,000
WCJA	_____	Federal Jones Act	$1,000,000

GENERAL LIABILITY

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

- Premises Operations
- Blanket Contractual
- Products and Completed Operations
- Personal Injury

Required Limits:

GLI	_____	$300,000 Combined Single Limit
GL2	X	$500,000 Combined Single Limit
GL3	_____	$1,000,000 Combined Single Limit
GL4	_____	$2,000,000 Combined Single Limit
GLS	_____	$3,000,000 Combined Single Limit
GL6	_____	$4,000,000 Combined Single Limit
GL7	_____	$5,000,000 Combined Single Limit

Required Endorsement:

GLLIQ	_____	Liquor Liability
GLS		Security Services

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

BUSINESS AUTOMOBILE LIABILITY

As a minimum, coverage should extend to liability for: Owned; Non-owned;

and Hired Vehicles

Required Limits:

VLl	_____	$50,000 per Person: $100,000 per Occurrence $25,000 Property Damage Or $100,000 Combined Single Limit (The use of VLI should be limited to special projects that involve other governmental entities or "Not for Profit" organizations. Risk Management must approve the use of this form).
VL2	X	$200,000 per Person; $300,000 per Occurrence $200,000 Property Damage or $300,000 Combined Single Limit
VL3	_____	$500,000 per Person; $1,000,000 per Occurrence $100,000 Property Damage or $1,000,000 Combined Single Limit
VL4	_____	$5,000,000 Combined Single Limit

MISCELLANEOUS COVERAGES

BRl	Builders' Risk	Limits equal to the Full Replacement Value of the completed project.
CLI	Cyber Liability	$1,000,000
MVC	Motor Truck Cargo	Limits equal to the maximum value of any one shipment.
PRO PR02 PR03	Professional Liability	$ 300,000 per Occurrence $ 500,000 Agg. $ 500,000 per Occurrence/$1,000,000 Agg. $1,000,000 per Occurrence/$2,000,000 Agg.
POLl POL2 POL3 POL4	Pollution Liability	$ 500,000 per Occurrence/$(,000,000 Agg. $1,000,000 per Occurrence/$2,000,000 Agg. $3,000,000 per Occurrence/$6,000,000 Agg. $5,000,000 per Occurrence/$10,000,000 Agg.
EDt ED2	Employee Dishonesty	$ 10,000 $100,000
GKl GK2 GK3	Garage Keepers	$ 300,000 ($ 25,000 per Vehicle) $ 500,000 ($100,000 per Vehicle) $1,000,000 ($250,000 per Vehicle)

MED1	Medical	$ 300,000/$ 750,000 Agg.
MED2	Professional	$ 500,000/$ 1,000,000 Agg.
MED3		$1,000,000/$ 3,000,000 Agg.
MED4		$5,000,000/$10,000,000 Agg.
IF	Installation Floater	Maximum value of Equipment Installed
VLP1	Hazardous	$ 300,000 (Requires MCS-90)
VLP2	Cargo	$ 500,000 (Requires MCS-90)
VLP3	Transporter	$1,000,000 (Requires MCS-90)
BLL	Bailee Liab.	Maximum Value of County Property that will be in the Bailee's posession.
HK.L1	Hangar keepers	$ 300,000
HK.L2	Liability	$ 500,000
HK.L3		$ 1,000,000
HK.L4		$ 5,000,000
AIR1	Aircraft	$ 1,000,000
AIR2	Liability	$ 5,000,000
AIR3		$50,000,000
AE01	Architects Errors	$ 250,000 per Occurrence/$ 500,000 Agg.
AE02	& Omissions	$ 500,000 per Occurrence/$1,000,000 Agg.
AE03		$ 1,000,000 per Occurrence/$3,000,000 Agg.
AE04		$ 3,000,000 per Occurrence/$5,000,000 Agg.
ARP	All Risk Property	Full Replacement Value ofStmcture
EOJ	Engineers Errors	$ 250,000 per Occurrence/$ 500,000 Agg.
E02	& Omissions	$ 500,000 per Occurrence/$!,000,000 Agg.
E03		$ 1,000,000 per Occurrence/$2,000,000 Agg.
E04		$ 5,000,000 per Occurrence/$!0,000,000 Agg.
WL1	Water Craft	$ 500,000 per Occurrence
WL2	Liability	$ 1,000,000 per Occurrence

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

Policy	Deductibles

Liability policies are ☐ Occurrence ☐ Claims Made

Insurance Agency

Signature

BIDDERS STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Cary Knight, Director of Project Management
Bidder's Name and Title

Signature

Company Name: Monroe County Board of County Commissioners

Exhibit Q

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: May 8, 2019

TO: Cary Vick
Project Manager

VIA: Tammy Sweeting
Interim Executive Administrator

FROM: Pamela G. Hancock, D.C.

SUBJECT: March 21st BOCC Meeting

Attached is an electronic copy of Item C1, Contract with Coral Construction Company for construction of the Lower Keys Scenic Viewing Area and Nature Center (Big Pine Swimming Hole Project) in the amount of $1,665,000.00, for you handling.

Should you have any questions, please feel free to contact me at (305) 292-3550.

cc: B. Erickson
County Attorney
Finance
File

KEY WEST
500 Whitehead Street
Key West, Florida 33040
305-294-4641

MARATHON
3117 Overseas Highway
Marathon, Florida 33050
305-289-6027

PLANTATION KEY
88820 Overseas Highway
Plantation Key, Florida 33070
305-852-7145

PK/ROTH BUILDING
50 High Point Road
Plantation Key, Florida 33070
305-852-7145

LOWER KEYS SCENIC HIGHWAY VIEWING AREA

Agreement
Between Owner and Contractor

Where the basis of payment is a STIPULATED SUM

AGREEMENT Made as of March 21, 2019

BETWEEN the Owner: Monroe County Board of County Commissioners
500 Whitehead Street
Key West, FL 33040

And the Contractor: Coral Construction Company
P.O. Box 500582 (mailing)
10801 Overseas Hwy ~~362 107th Street Gulf~~ (physical)
Marathon, FL 33050

For the following Project: **LOWER KEYS SCENIC HIGHWAY VIEWING AREA**

Scope of the Work

The Scope of Work shall include, but not be limited to, all work shown and listed in the Project Drawings and Specifications. The Contractor is required to provide a complete job as contemplated by the drawings and specifications, which are a part of this bid package. The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies, permits and any other means of construction necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated.

The Scope of Work shall include, but not be limited to, the construction of a Scenic Vista, Boardwalk and Park amenities in Monroe County, Florida, as part of the Florida Keys Overseas Heritage Trail System.

The Lower Keys Scenic Highway Viewing Area project is located at mile marker 29.5 in Monroe County, Florida. The Lower Keys Scenic Highway Viewing Area is approximately four (4) acres of land with a man-made burrow pit that is connected to the Big Pine Key South Channel. The intent is to develop this property as a Scenic Overlook that is connected to the Florida Keys Overseas Heritage Trail System. The major scope items associated with the project include, but are not limited to: Over-water wooden boardwalk system with an observation tower, Restroom building with lift station and associated utilities, Vender / storage building, Multiple shade structures with palm thatched roofing, Gravel Parking area, Concrete pedestrian paths, Asphalt driveway access to U.S. Hwy, 1 and associated striping, Site furnishings, Regulatory signage, Site demolition to include selective tree removal, and removal or redistribution of spoil pile, Mangrove trimming and associated permits, Floating Kayak launch, Limited trail construction

through vegetation removal, Project M.O.T., Site utilities, Landscape installation, Construction permitting, and General site preparation.

Provide all labor, supervision, materials, supplies, equipment, tools, construction equipment, transportation, proper execution and completion of all Work as specified on the Drawings and Technical Specifications included in this Bid Package.

Provide all records, documents, and certifications required to comply with applicable provisions of the FDOT LAP program. The bidder is required to be prequalified as an FDOT approved contractor per FDOT Standard Specification 2-1 – Prequalification of Bidders.

ARTICLE 1
The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions including the General Conditions contained in the Request for Proposals (RFP) of which the table of contents is included after the signature page in this Agreement)), Drawings, Specifications, Proposal Documents, Addenda issued prior to execution of this Agreement, together with the response to RFP and all required insurance documentation, and Modifications issued after execution of this Agreement. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. In the event of a discrepancy between the documents, precedence shall be determined by the order of the documents as just listed.

ARTICLE 2
The Work of this Contract

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows: N/A

ARTICLE 3
Date of Commencement and Substantial Completion

3.1 The date of commencement is the date to be fixed in a notice to proceed issued by the Owner.

The Contractor shall achieve Substantial Completion of the entire Work not later than **two hundred seventy (270)** calendar days after the date of commencement or issuance of a Notice to Proceed. The time or times stipulated in the contract for completion of the work of the contract or of specified phases of the contract shall be the calendar date or dates listed in the milestone schedule.

Liquidated damages will be based on the Substantial Completion Date for all work, modified by all approved extensions in time as set forth by the Director of Project Management's signature of approval on the Certificate of Substantial Completion. The liquidated damages shall be calculated in conformance with FDOT LAP general specifications (SECTION 01760) Section 8-10.2 as provided below in this agreement. Generally, shown as a Daily Charge Per Calendar Day of $1,584.00.

The Contractor's recovery of damages and sole remedy for any delay caused by the Owner shall be an extension of time on the Contract.

3.2 Uncontrollable Circumstance

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane, or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project; (each, an "Uncontrollable Circumstance"). Contractor's financial inability to perform, changes in cost, or availability of materials, components, or services, market conditions, or supplier actions, or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within seven (7) days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost Change Order for such reasonable time as the Owner's Representative may determine.

ARTICLE 4
Contract Sum

4.1 The owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of **One Million Six Hundred Thousand Sixty Five and 00/100 Dollars ($1,665,000.00),** subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Alternate # 1: No Alternates Specified

_____/100 Dollars

(Cost in words)

($_____)

4.3 Unit prices, if any, are as follows: N/A

ARTICLE 5
Progress Payments

5.1 Based upon Applications for Payment submitted by the Contractor to the Director of Project Management, and upon approval for payment issued by the Director of Project Management and Architect, the Owner shall make progress payments on account of the Contract Sum to the contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for payment shall be one (1) calendar month ending on the last day of the month, or as follows:

5.3 Payment will be made by the Owner in accordance with the Florida Local Government Prompt Payment Act, Section 218.735, Florida Statutes.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Director of Project Management may require. This schedule, unless objected to by the Director of Project Management, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent 10%. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the net cost to the Owner, less Overhead, Profit and Documented Costs incurred prior to the change Request, as indicated in the corresponding line item in the Approved Schedule of Values for that line item as confirmed by the Director of Project Management. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage;

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Director of Project Management has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 Retainage of ten percent (10%) will be withheld in accordance with Section 218.735 (8)(b), Florida Statutes.

5.8 Reduction or limitation of retainage, if any, shall be as follows:
Monroe County is exempt from and not subject to Florida Statutes, Section 255.078, "Public Construction Retainage". Reduction or limitation of retainage, if any, shall be reduced incrementally at the discretion of and upon the approval of the Director of Project Management.

ARTICLE 6
Final Payment

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment, and (2) a final approval for payment has been issued by the Director of Project Management. Such final payment shall be made by the Owner not more than twenty (20) days after the issuance of the final approval for payment. The following documents (samples in section 01027, Application for Payment) are required for Final Payment:

(1) Application and Certificate for Payment
(2) Continuation Sheet
(3) Certificate of Substantial Completion
(4) Contractor's Affidavit of Debts and Claims
(5) Contractor's Affidavit of Release of Liens
(6) Final Release of Lien
(7) Contractor shall provide two (2) hard copies in tabulated divided binders and one (1) saved electronically tabbed and indexed in Adobe Acrobat file (.PDF) format delivered on a common form (i.e. flash drive, CD/DVD, etc.) of all the following, but not limited to:

A. Project Record Documents (As Built Documents).

B. Operating and maintenance data, instructions to the Owner's personnel.

C. Warranties, bond and guarantees.

D. Keys and keying schedule.

E. Spare parts and maintenance materials.

F. Electronic copies of approved submittals.

G. Evidence of payment and final release of liens and consent of surety to final release (includes final release from all utilities and utility companies).

ARTICLE 7
Miscellaneous Provisions

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payment shall be made according to the Florida Local Government Prompt Payment Act and Monroe County Code. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

7.3 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By signing this Agreement, Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from County's competitive procurement activities.

In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

Contractor will promptly notify the County if it or any subcontractor or Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

7.4 The following items are included in this contract:

a) **Maintenance of Records.** Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten (10) years from the termination of this agreement.. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten (10) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies

together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid to Contractor.

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

c) **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

d) **Attorney's Fees and Costs.** The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs as an award against the non-prevailing party and shall include attorney's fees and courts costs in appellate proceedings.

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

f) **Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law. Each party agrees that it has had ample opportunity to submit this Contract to legal counsel of its choice and enters into this agreement freely, voluntarily, and with advice of counsel.

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

h) **Adjudication of Disputes or Disagreements.** County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer

sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration.

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

j) **Nondiscrimination.** The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 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; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the CONTRACTOR, in accordance with *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders

of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

n) **Public Records Compliance.** Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Fla. Stat. Sec. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(2) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

(6) **Right to Audit - Availability of Records.** The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by Owner to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in Owner's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by Owner's representative and/or agents of Owner. Owner may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractor's representatives. All records shall be kept for ten (10) years after Final Completion.

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

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

q) **Legal Obligations and Responsibilities.** Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

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

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

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

u) **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken

together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

v) **Hold Harmless and Indemnification.** Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than Contractor). The monetary limitation of liability under this contract shall be not less than $1 million per occurrence pursuant to F. S. 725.06. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor s failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars ($10.00) of remuneration paid to the Contractor is for the indemnification provided for the above.

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

x) **Agreements with Subcontractors.** The contractor shall perform at least 40% of the work with its own forces. In the event that the Contractor subcontracts any or all of the work in this project to any third party, the Contractor specifically agrees to identify the County as an additional insured on all insurance policies required by the County. In addition, the Contractor specifically agrees that all agreements or contracts of any nature with his/her subcontractors shall include the County as additional insured.

7.7 Any written notices or correspondence given pursuant to this contract shall be sent by United States Mail, certified, return receipt requested, or by courier with proof of delivery. Notice shall be sent to the following persons:

For Contractor: Chelsea Lyons, President
Coral Construction Company
PO Box 500582 (mailing)
6807 Overseas Hwy ~~1362 107th Street Gulf~~ (physical)
Marathon, FL 33050

For Owner: Cary Knight
Director of Project Management
1100 Simonton St., Room 2-216
Key West, Florida 33040

Kevin Wilson
Asst. County Administrator, PW & E
1100 Simonton St, Room 2-216
Key West, Florida 33040

FDOT Provisions

7.8 **Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.**

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

a. **Compliance with Regulations**. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

b. **Nondiscrimination**. The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. **Solicitations for Subcontractors, including Procurements of Materials and Equipment.** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the

Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

d. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

   a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
   b. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

g. **Compliance with Nondiscrimination Statutes and Authorities.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.

§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7.9 **Compliance with FHWA 1273**: The FHWA-1273 must be physically incorporated in every contract and subcontract. The FHWA-1273 is included as **ATTACHMENT A** .

7.10 **Federal Contract Requirements.** The Contractor and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

7.10.1 Clean Air Act and the Federal Water Pollution Control Act. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

7.10.2 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. 31413144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, CONTRACTORS must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS must be required to pay wages not less than once a week. If applicable, the COUNTY must place a copy of the current prevailing wage determination issued by the Department of Labor in each Solicitation (incorporated herein at Section 01760 LAP DIVISION 1 SPECIFICATIONS). The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the CONTRACTORS must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each CONTRACTOR or sub recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

1) The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.10.3 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each

CONTRACTOR must compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.10.4 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.10.5 Clean Air Act (42 U.S.C. 7401-7671q.), Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Contracts and subgrants of amounts in excess of $150,000 must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7.10.6 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7.10.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). CONTRACTORS that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7.10.8 Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amendment by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designed in guidelines of the Environmental Protection Agency (EPA at 40 CPR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

7.10.9 Americans with Disabilities Act of 1990, as amended, (ADA). The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

7.10.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as

the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6. Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

7.10.11 The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

ARTICLE 8
Termination or Suspension

8.1 The Contract may be terminated by the Owner as provided in Article 14 of the General Conditions.

A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days written notification to the CONTRACTOR.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with seventy-two (72) hours' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon sixty (60) days' notice to CONTRACTOR. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay

CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

ARTICLE 9
Enumeration of Contract Documents

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

a) Drawings: S&ME signed & sealed plans (Sheets C0.0 through C7.1 and A-1 through A-34 and L1.0 through L4.1 as included in the Monroe County Request for Proposals (RFP) for this project - FDOT Financial Management No. 435511-1; Contract G0N68; Federal ID D617-D46B.

b) Project Manual: **None**

c) Documents: **None**

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction as included in the Monroe County Request for Proposals (RFP) for this project.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated: **None**

9.1.4 All County required forms and certifications as included in the Monroe County Request for Proposals (RFP) for this project.

9.1.5 The Addenda, if any, are as follows:

Number	Date
None	n/a

This Agreement is entered into as of the day and year first written above and is executed in at least one (1) original copy.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

LOWER KEYS SCENIC HIGHWAY VIEWING AREA

Execution by the Contractor must be by a person with authority to bind the entity.
SIGNATURE OF THE PERSON EXECUTING THE DOCUMENT MUST BE NOTARIZED.

(SEAL)
Attest: Kevin Madok, Clerk

By: _____
Deputy Clerk
Date March 21, 2019
(SEAL)

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: Sylvia J. Murphy
Mayor/Chairman

CONTRACTOR'S Witnesses Attest:
Contractor must provide two witnesses signatures

Signature: _____
Print Name: Kevin Mehegan
Title: DHS Agent / Witness
Date: 04/08/19

and

Signature: _____
Print Name: Chelsea Lyons
Title: Pres
Date: 04/08/19

CONTRACTOR: Coral Const. Co.
Signature: _____
Print Name: A.G. Steinmetz Jr
Title: Pres.
Date: 4/8/19

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
_____
CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY
Date: 3-5-19

FILED FOR RECORD
2019 MAY -8 PM 4:08
KEVIN MADOK, CLERK CIR. CT.
MONROE COUNTY, FL

STATE OF FLORIDA, COUNTY OF Monroe

On this 8th day of April, 2019, before me, the undersigned notary public, personally appeared George Steinmetz known to me to be the person whose name is subscribed above or who produced _____ as identification, and acknowledged that he/she is the person who executed the above contract with Monroe County for **LOWER KEYS SCENIC HIGHWAY VIEWING AREA project** for the purposes therein contained.

Notary Public KMehegan
Print Name Kimberly Mehegan
My commission expires: 04/19/2021

Seal

KIMBERLY S. MEHEGAN
MY COMMISSION # GG 095855
EXPIRES: April 19, 2021
Bonded Thru Notary Public Underwriters

End of Section 00500

GENERAL REQUIREMENTS
Where Project Management is Not a Constructor

Section 00750	General Conditions
Section 00970	Project Safety and Health Plan
Section 00980	Contractor Quality Control Plan
Section 01015	Contractor's Use of the Premises
Section 01027	Application for Payment
Section 01030	Alternates
Section 01040	Project Coordination
Section 01045	Cutting and Patching
Section 01050	Field Engineering
Section 01200	Project Meetings
Section 01301	Submittals
Section 01310	Progress Schedules
Section 01370	Schedule of Values
Section 01385	Daily Construction Reports
Section 01395	Request for Information – (RFI)
Section 01410	Testing Laboratory Services
Section 01421	Reference Standards and Definitions
Section 01500	Temporary Facilities
Section 01520	Construction Aids
Section 01550	Access Roads and Parking Areas
Section 01560	Temporary Controls
Section 01590	Field Offices and Sheds
Section 01595	Construction Cleaning
Section 01600	Material and Equipment
Section 01630	Post-Proposal Substitutions
Section 01640	Product Handling
Section 01700	Contract Closeout
Section 01710	Final Cleaning
Section 01720	Project Record Documents
Section 01730	Operation and Maintenance Data
Section 01740	Warranties

ATTACHMENT A

FHWA 1273 – FEDERAL AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:,

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

LOWER KEYS SCENIC HIGHWAY VIEWING AREA

WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT: LOWER KEYS SCENIC HIGHWAY VIEWING AREA
BETWEEN
MONROE COUNTY, FLORIDA
AND

Coral Construction Company

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes and the requirements of Florida Statutes, Chapter 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$1,000,000 Bodily Injury by Accident
$1,000,000 Bodily Injury by Disease, policy limits
$1,000,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.
Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

LOWER KEYS SCENIC HIGHWAY VIEWING AREA

GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT: LOWER KEYS SCENIC HIGHWAY VIEWING AREA
BETWEEN
MONROE COUNTY, FLORIDA
AND

Coral Construction Company

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability

The minimum limits acceptable shall be:

$1,000,000 Combined Single Limit

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

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

LOWER KEYS SCENIC HIGHWAY VIEWING AREA

VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
LOWER KEYS SCENIC HIGHWAY VIEWING AREA
BETWEEN
MONROE COUNTY, FLORIDA
AND

Coral Construction Company

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$1,000,000 Combined Single Limit (CSL)

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

$500,000 per Person
$1,000,000 per Occurrence
$100,000 Property Damage

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

LOWER KEYS SCENIC HIGHWAY VIEWING AREA

INSURANCE REQUIREMENTS

Worker's Compensation Employers Liability	Statutory Limits $1,000,000 Bodily Injury by Accident $1,000,000 Bodily Injury by Disease Policy Limits $1,000,000 Bodily Injury by Disease, each employee
General Liability, including Premises Operations Products and Completed Operations Blanket Contractual Liability Personal Injury Liability	$1,000,000 Combined Single Limit
Vehicle Liability (Owned, non-owned, and hired vehicles)	$1,000,000 Combined Single Limit If split limits are preferred: $500,000 per Person $1,000,000 per Occurrence $100,000 Property Damage

Builder's Risk: Required

The contract shall require a Public Construction bond equal to the contract cost. The bond must be issued by an A rated surety company doing business in the State of Florida.

Hold Harmless and Indemnification. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than Contractor). The monetary limitation of liability under this contract shall be not less than $1 million per occurrence pursuant to F. S. 725.06. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

Exhibit Q

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Kelly White & Associates Insurance, LLC
P.O. Box 350909
Jacksonville FL 32235

CONTACT NAME: HOUSE
PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No):
E-MAIL ADDRESS: kelly@kwhiteinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Capitol Specialty Ins Co	
INSURER B: MAPFRE Insurance Company of Florida	
INSURER C: Nautilus Insurance Company	
INSURER D: Wesco Insurance Company	
INSURER E: Markel Specialty Hull	
INSURER F:	

INSURED
Coral Construction Company
Po Box 500582
Marathon Shores FL 33050

COVERAGES CERTIFICATE NUMBER: CORA1905011327359 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		CS17007427-02	10/31/2018	10/31/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			5204070001917	01/16/2019	01/16/2020	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
C	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			AN059226	10/31/2018	10/31/2019	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWC3391896	12/12/2018	12/12/2019	X PER STATUTE / X OTH-ER	USL&H 6006F
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Contractors Equipment			MKLM3IM0050203	03/01/2019	03/01/2020	Scheduled	Equipment Only

APPROVED BY RISK MANAGEMENT
BY
DATE
WAIVER N/A X YES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Monroe County BOCC is listed as additionally insured for both General Liability & Commercial Auto Liability as required per written contract.

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit Q

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Kelly White & Associates Insurance, LLC
P.O. Box 350909
Jacksonville FL 32235

CONTACT NAME: HOUSE
PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No):
E-MAIL ADDRESS: kelly@kwhiteinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Capitol Specialty Ins Co	
INSURER B: MAPFRE Insurance Company of Florida	
INSURER C: Nautilus Insurance Company	
INSURER D: Wesco Insurance Company	
INSURER E: Markel Specialty Hull	
INSURER F:	

INSURED
Coral Construction Company
Po Box 500582
Marathon Shores FL 33050

COVERAGES CERTIFICATE NUMBER: CORA1905070818437 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	CS17007427-02 APPROVED BY RISK MANAGEMENT BY DATE 5-7-19 WAIVER N/A X YES	10/31/2018	10/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			5204070001917	01/16/2019	01/16/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ 1,000,000 $ 1,000,000 $
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			AN059226	10/31/2018	10/31/2019	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3391896	12/12/2018	12/12/2019	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	USL&H 6006F $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Contractors Equipment			MKLM3IM0050203	03/01/2019	03/01/2020	Scheduled	Equipment Only

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Monroe County BOCC and the Florida Department of Transportation (FDOT) are included as Additional Insured as respects General Liability and Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. All as required per written contract.

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
500 Whitehead St.
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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4

Monroe County Board of County Commissioners
Reconsideration of Lower Keys Scenic Highway Viewing Area Nature Center - Phase II
Funds Requested: $252,452.00

FY 2020 Capital Project Worksheet

The objective of this worksheet is for the DAC members to evaluate the project applications to establish the ranking order. The project applications are then considered for possible funding in descending order (highest to lowest). The ranking order also provides the opportunity for the DAC to address the level of funding for projects commensurate with the ranking. i.e.: Project applications do not have to be considered at the level of funding requested.

To be filled in by TDC Administrative Office

☒ **This application has been reviewed and accepted as a permissible TDC expenditure for use of bed tax revenue.**

This project falls under the following category:

☐ **Convention Center** ☐ **Sports Stadium** ☐ **Sports Arena** ☐ **Coliseum** ☐ **Public Facilities (reviewed on separate worksheet)**

☐ **Fishing Pier** ☐ **Museum** ☐ **Zoological Park** ☒ **Nature Center**

☐ **Auditorium** ☐ **Aquarium** ☐ **Beach or Beach Park Facility, channel, estuary or lagoon**

☒ The applicant has provided satisfactory proof to the TDC administrative office that they have 100% of the funds available to commence, and complete the project prior to seeking reimbursement from the TDC.

☒ This project is ready to begin upon approval of Agreement by the Monroe County Board of County Commissioners.

To be filled in by DAC Members

DAC Members should use their judgment to score the following questions on a 1 – 5 scale (1 being the lowest and 5 being the highest based on criteria listed below). **Applicant must score 18 points or higher by the majority of the sitting DAC members to be considered for funding.**

1. Evaluate the planning and readiness of project commencement _____
2. Evaluate if this project has a primary purpose of promoting tourism _____
3. Evaluate the projected number of annual visitors and the method by which it was derived (pg. 17) _____
4. Evaluate the applicant's Marketing Plan for this project _____
5. Evaluate the effectiveness of the application in providing clear and adequate information for your review _____
6. Evaluate the overall effectiveness of drawing overnight visitors to the destination _____

Total Score: _____

Print Name: _____

Signature: _____ Date: _____